

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
TEACHING AND LEARNING COMMITTEE
August 12, 2008 – 6:00 p.m.
Student Services 101, Moreno Valley Campus

Committee Members: José Medina, Committee Chairperson
Janet Green, Vice Chairperson
Ray Maghroori, Vice Chancellor, Academic Affairs
Debbie DiThomas, Interim Vice Chancellor, Student
Services/Operations
Doug Beckstrom, Academic Senate Representative,
(Moreno Valley Campus)
Sharon Crasnow, Academic Senate Representative
(Norco Campus)
Richard Mahon, Academic Senate Representative (Riverside)
Tony Torres, ASRCC Student Representative
Anette Guldhammer, CTA Representative
Sharon Drake, CSEA Representative (Norco)
Gustavo Segura, CSEA Representative (Moreno Valley)

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Memorandum of Understanding with Corona-Norco Unified School District
- The Committee to review a memorandum of understanding to work collaboratively to fulfill the work plan of the CTE Community Collaborative Grant. The term of the memorandum is June 1, 2008 through December 31, 2009.
2. A Critical Assessment of the Public Safety Education and Training Program
- The Committee to be presented with a report on the Public Safety Education and Training programs at the Ben Clark Training Center.
3. District Student Health Services
- The Committee to be presented with an update on Health Services.
4. Regional Occupational Program Course Sequencing Plan
- The Committee to be presented with an overview of the sequencing plans of the Colton-Redlands-Yucaipa and San Bernardino County Regional Occupational programs.
5. Comments from the public.

Adjourn

Prepared by: Naomi Foley
Administrative Assistant, Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-1

Date: August 19, 2008

Subject: Memorandum of Understanding with Corona-Norco Unified School District

Background: Presented for the Board's review and consideration is a Memorandum of Understanding between Riverside Community College District and Corona-Norco Unified School District (CNUSD) to work collaboratively to fulfill objectives of the project work plan of the Governor's Career Technical Education Initiative (SB70/SB1133) CTE Community Collaborative Grant awarded to RCCD. The purpose of the CTE Community Collaborative is to establish or enhance projects in the following program areas: career exploration and development for 7th and 8th graders, strengthening career technical education sectors, teacher and faculty externships in business and industry, and professional development for faculty and counselors. Total payment under this Memorandum of Understanding shall not exceed \$90,005.00, for the period of June 1, 2008 through December 31, 2009. Funding source: CTE Community Collaborative Grant.

Recommended Action: It is recommended that the Board of Trustees ratify the Memorandum of Understanding, for the time frame of June 1, 2008 through December 31, 2009, in an amount not to exceed \$90,005.00, and authorize the Vice Chancellor, Administration and Finance, to sign the Memorandum of Understanding.

Irving G. Hendrick
Interim Chancellor

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

Memorandum of Understanding
Between Riverside Community College District
and
Corona-Norco Unified School District

This Agreement, entered into this August 19, 2008, between Riverside Community College District, hereinafter referred to as RCCD, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, and Corona-Norco Unified School District, hereinafter referred to as CNUSD, whose address is 2820 Clark Avenue, Norco, CA 92860, is effective to cover activities beginning June 1, 2008 and ending December 31, 2009, or the ending date of the grant performance period, if extended. This Agreement is based on the Governor's Career Technical Education Initiative (SB 70/SB1133) CTE Community Collaborative Grant Agreement, RFA# 07-0170, which includes any supplemental grants and awards, between RCCD and the California Community Colleges Chancellor's Office, which was entered into on June 1, 2008.

RCCD will reimburse CNUSD, using funds awarded by the California Community Colleges Chancellor's Office, for the following costs incurred in the operation of the CTE Community Collaborative Grant:

1. General partnership activities, up to \$9,200 and which must be approved in advance by the Project Director, may include:
 - Travel and mileage to attend professional development meetings, workshops and conferences
 - Teacher release time, substitutes, and/or stipends to participate in pathway and curriculum development, articulation, project committees, and other project activities
 - Faculty release time and/or stipends to participate in externship
 - Transportation for students attending career fairs
 - Computers with web access for middle school career centers

2. Supplemental activities, up to \$80,805 and identified in the supplemental project workplan (Exhibit A), include:
 - Faculty stipend for summer industry externship for project site coordinator \$60/hour x 200 hours x 2 summers = 24,000
 - Faculty to attend Revit User Group meetings 3 hours/month x \$60/hour x 28 meetings = \$5,040
 - Faculty stipend to develop curriculum 80 hours @ \$60 per hour = 4,800
 - Teacher cost for 14 Revit workshops at \$475 each = 6,650
 - Printing costs for curriculum for workshops = \$1,086
 - 2-year license REVIT software for high school classrooms = \$10,000
 - Classroom control software that allows professionals to display their computer screen to all 36 monitors in Santiago's classroom = \$3,600
 - Professional presenter cost for 14 Revit workshops at \$500/each = \$7,000
 - Mileage @ 50.5 cents/mile x 2000 miles = \$1,010

- 10 Pentium Dual Core 4GIG RAM 500 GIG HD 17" monitors @ \$1600 ea to bring Santiago lab to 36 stations = \$16,000
- 1 C-sized printer HP Designjet 70 for student and teacher output = \$1,619

Total payment to CNUSD for the operation of the CTE Community Collaborative Grant program will be approximately \$80,805 and will not exceed \$90,005 over the term of this Agreement unless said document is amended. Payment is contingent upon satisfactory performance as defined by achievement of the objectives as indicated in Exhibit A, Scope of Services (Project Workplan).

The purpose of the CTE Community Collaborative Grant is to establish or enhance projects comprised of the following four program areas: Career Exploration Development for 7th & 8th Graders, Career Technical Education Sectors, Teacher and Faculty Externships in Business and Industry, and CTE Professional Development. These program areas are required components of the CTE Community Collaborative. In an effort to achieve this goal, CNUSD agrees to work collaboratively with Riverside Community College District to fulfill all of the objectives of the Project Workplan.

CNUSD does hereby agree to comply with all of the following:

1. PROGRESS REPORT

CNUSD will submit an invoice and program progress report by the 10th day following the end of each quarter to RCCD for activities and grant-funded expenses incurred under the terms of this agreement. Reporting will be submitted on forms provided by RCCD to CNUSD and invoices will be accompanied by auditable documentation to support the claimed expenditure.

2. BUDGET CONCERNS

If the state or federal budget for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall have no force and effect. In this event, RCCD shall have no liability to pay any funds whatsoever to CNUSD or to furnish any consideration under this Agreement and CNUSD shall not be obligated to perform any provision of this Agreement. Any work performed by CNUSD prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

3. SUB-AGREEMENTS

CNUSD may not make any sub-agreements with third parties without written approval of RCCD and the State Chancellor's Office.

4. AUDIT

CNUSD agrees that the RCCD, or its designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CNUSD agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period for records retention is stipulated. CNUSD agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. CNUSD agrees to include a similar right to the State Chancellor's Office, the Bureau of State Audits, or any other appropriate state or federal oversight agency or their designated representative(s) to audit records and interview staff.

5. PRODUCTS AND DELIVERABLES

Any document or written report prepared by CNUSD shall contain the Grant Agreement number and dollar amount of this Agreement.

6. TRAVEL

For travel necessary to the performance of this Agreement, CNUSD travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by CNUSD's governing board. Travel and other expenses shall be limited to those necessary for the performance of this Agreement.

7. STANDARDS OF CONDUCT

CNUSD shall disclose any employment or contractual relationships it may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated, unless after being fully informed of the circumstances, RCCD and the Project Monitor (State Chancellor's Office) determines that the services being provided to the other college by CNUSD are above and beyond or unrelated to those provided under the State grant.

8. INTELLECTUAL PROPERTY

- a. CNUSD agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement, by CNUSD shall be and are Work for Hire. All rights, title, and interest in and to the work first developed under this Agreement shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.
- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office and CNUSD shall assign all rights, title and interest thereto, to the Chancellor's Office. The Chancellor's Office shall

acknowledge CNUSD as the author of works produced pursuant to the Work for Hire Agreement on all publications of such work. The Chancellor's Office may license CNUSD to reproduce and disseminate copies of such work provided the licensee agrees to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Agreement, even if such derivative works compete with other works created under this Agreement.

All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © or the word "Copyright", or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." Acknowledgement may be given to CNUSD or the actual author(s) of the work in an appropriate manner elsewhere in the material. If it is deemed necessary by either the Chancellor's Office or RCCD that the copyright be registered with the U.S. Copyright Office, RCCD will be responsible for applying for, paying the filing fees for, and securing said copyright.

- c. All technical communications and records originated or first prepared by CNUSD, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including CNUSD's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- d. If it is deemed necessary by either the Chancellor's Office or RCCD that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or composition of matter, RCCD will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to CNUSD or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to CNUSD. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Agreement.
- e. All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or RCCD that a trademark or servicemark be registered with state or federal agencies, RCCD will be responsible for applying for,

paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to CNUSD.

- f. In connection with any license granted pursuant to the preceding paragraphs, CNUSD agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. CNUSD may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or service marks created, developed or produced pursuant to this Agreement are for and are the property of the Chancellor's Office. RCCD shall obtain an acknowledgement of the work for hire performed by CNUSD if they produce intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from CNUSD. No unpaid volunteer or other person shall produce copyright materials under this Agreement without entering into a subcontract or subgrant between such person(s) and CNUSD giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

9. WORKERS' COMPENSATION

CNUSD hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the RCCD satisfactory evidence thereof at any time the Project Director may request.

10. LAW GOVERNING

It is understood and agreed that this Grant shall be governed by the laws of the State of California both as to interpretation and performance.

11. PARTICIPATION IN GRANT-FUNDED ACTIVITIES

- a. During the performance of this Agreement, CNUSD shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in any program or activity funded under this Agreement on the

basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability.

- b. Programs funded by this Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for, students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors.

12. DISCRIMINATION CLAUSE

- a. During the performance of this Grant, CNUSD shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, political affiliation, or position in a labor dispute. CNUSD shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. CNUSD shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- c. CNUSD shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.)
- d. CNUSD shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

13. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

- a. By signing this Agreement, CNUSD assures RCCD that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which

prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

- b. CNUSD shall, upon request by any person, make any materials produced with funds under this agreement available in Braille, large print, electronic text, or other appropriate alternate format. CNUSD shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by CNUSD, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based instructional materials shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. CNUSD shall respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.
- f. CNUSD shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.

14. INDEMNIFICATION

CNUSD agrees to indemnify, defend and save harmless RCCD, its trustees, officers, agents and employees from any and all claims losses accruing or resulting to any and all employees, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CNUSD in the performance of this Agreement.

15. INDEPENDENT STATUS

CNUSD, and the agents and employees of CNUSD, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of RCCD.

16. AGREEMENT IS COMPLETE

No amendment, alteration or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

Riverside Community College District

Corona-Norco Unified School District

James L. Buysse
Vice Chancellor, Administration and Finance

Date: _____

Date: _____

Exhibit A Scope of Services (Project Workplan)

Chancellor's Office
California Community Colleges

District: Riverside Community College District
 College: Riverside Community College
 RFA Specification No.: 07-0170a

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
1. Create professional development workshops for instructors with a goal of improving rigor of courses and improving instruction of CTE standards.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
1.1 Software workshops will be offered to high school and community college instructors at Santiago High School. Instructors will collaborate to improve articulation of classes as well as learn the software. Professional architects teaming with teacher-presenters would address both professional and educational challenges.	1.1 Attendance of instructors at the workshops; improved instruction implemented in the classroom will be proven effective by increased student performance as measured by CTE standards.	9/08 – 11-09	Site Coordinator Advisory member presenters
1.2 Revit software workshops will be offered to high school and community college instructors at the California Industry Teacher Education Association Conference through the California Drafting Technology Consortium (CDTC).	1.2 Workshop evaluations and attendance at workshops.	9/08 – 11-09	Site Coordinator California Drafting Technology Consortium

Chancellor's Office
California Community Colleges

District: Riverside Community College District
 College: Riverside Community College
 RFA Specification No.: 07-0170a

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
2. Address contemporary BIM skill needs through teacher summer externship.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
2.1 Site Coordinator will participate in two summer (2008 and 2009) externships for BIM using architecture firms.	2.1 Create workshop content from lessons and notes formed from on-the-job experience.	7/08-9/09	Site Coordinator

Chancellor's Office
 California Community Colleges

District: Riverside Community College District
 College: Riverside Community College
 RFA Specification No.: 07-0170a

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
3. Address the contemporary skill needs of business and industry with Santiago's High School architecture program.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
3.1 Students at each level of the pathway will complete a set of working drawings to industry standards that communicate their design intent. Students will work by a "programs" (Criteria set by customer needs/wants) in a tightly controlled environment, developing critical thinking and problem solving skills.	3.1 Drawings will be assessed by professional architects and instructors for proficiency to the industry standards.	9/08	Site Coordinator Faculty Advisory member presenters

Chancellor's Office
 California Community Colleges

District: Riverside Community College District
 College: Riverside Community College
 RFA Specification No.: 07-0170a

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
4. Create educational curriculum available to middle schools, high schools and community colleges.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
4.1 Introduce instructors to user group websites. These websites allow professional architects and students to forum to get questions answered, communicate future needs of software, and access content to make users more productive. Tutorials are available on most sites.	4.1 Instructors will be able to utilize websites to improve curriculum and answer questions.	9/08 – 11-09	Site Coordinator
4.2 Create/write entry-level Revit software curriculum to assist 7-12 and community college instructors in implementation after their workshop training.	4.2 Curriculum evaluated by users.	9/08 – 11-09	Site Coordinator

Chancellor's Office
 California Community Colleges

District: Riverside Community College District
 College: Riverside Community College
 RFA Specification No.: 07-0170a

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
5. Develop a student summer intern program.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
5.1 Build student summer intern program with architecture firms willing to employ students with BIM training. Students will bring their summer intern experience back to the classroom to present to less experienced students	5.1 Student intern positions obtained.	7/08-9/09	Site Coordinator RCC faculty & staff Advisory members

Chancellor's Office
 California Community Colleges

District: Riverside Community College District
 College: Riverside Community College
 RFA Specification No.: 07-0170a

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
6. Create new articulated courses between high schools and RCC, addressing CDE standards.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
6.1 Write an advanced Architecture Design Course that will better prepare Santiago students for the new RCC BIM course, Architectural Design 1.	6.1 Implementation of "Beginning Architecture Design" course at both Santiago and RCC.	9/08	Site Coordinator RCC faculty lead
6.2 Write/expand new advanced level History of Architecture course at RCC, and articulate with Santiago High School's program.	6.2 Courses will be written and evaluated by both Santiago High School and RCC instructors.	9/08	Site Coordinator
6.3 Write a course outline for Autodesk's REVIT architectural software (parametric modeling) at both sites.	6.3 Course incorporating the use of Revit software will be articulated at both sites.	9/08	Site Coordinator

Chancellor's Office
 California Community Colleges

District: Riverside Community College District
 College: Riverside Community College
 RFA Specification No.: 07-0170a

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
7. Address the contemporary skill needs of business and industry with Santiago's high school architecture program.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
7.1 Students will participate in the skills USA architecture contest. Skills USA is a national organization that promotes the preparation of students at the high school and community college levels for work. Students will receive additional (outside of class) training from professional architects and the Site Director.	7.1 Student work meets current city building codes as evaluated by city building and planning department.	9/08	Site Coordinator Advisory members
7.2 Santiago students will attend Revit software user group meetings in Newport Beach and Rancho Cucamonga. At these meetings, professionals and students discuss software issues, problem solve in a cooperative environment and network. User group meetings are led by Inland Area Revit User Group, who have hired Santiago High School students.	7.2 Students will be aware of current software issues and practices while getting their name and proficiency level to the professionals.	9/08	Site Coordinator Inland Area and South Coast Revit User Groups

Chancellor's Office
 California Community Colleges

District: Riverside Community College District
 College: Riverside Community College
 RFA Specification No.: 07-0170a

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
8. Provide accelerated education/training for students in a less traditional, faster method.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
8.1 Architects will come to Santiago to share techniques and standards with students. BIM experts such as WLC Architects, WATG Architects, Modtech Manufacturing, Friedmutter Group, Steward Architects, will continue their partnership by presenting again.	8.1 Students will demonstrate a higher level of proficiency and productivity by utilizing techniques demonstrated by the professional architects and evaluated by the architects as well as the Project Director.	9-08	Site Coordinator Advisory presenters Students Participating instructors
8.2 Students from "new" schools implementing BIM will participate along with their teachers in the teacher training workshop.	8.2 Students will take back to the classroom techniques learned from the workshop(s) to assist teachers in implementing BIM in the classroom.	9-08	Site Coordinator Advisory presenters Students Participating instructors

Chancellor's Office
 California Community Colleges

District: Riverside Community College District
 College: Riverside Community College
 RFA Specification No.: 07-0170a

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
9. Align existing program at Santiago to RCC. Should support emerging career opportunities with addition of new technologies.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
9.1 Create career planning flyers for incoming 9 th grade students and program description brochures for pathways through Santiago's architecture program to RCC's program.	9.1 Students will have reliable literature to take home to parents to discuss career options and plan coursework.	9/08	Site Coordinator RCC faculty lead

Chancellor's Office
 California Community Colleges

District: Riverside Community College District
 College: Riverside Community College
 RFA Specification No.: 07-0170a

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
10. Address the contemporary skill needs of business and industry with Santiago's high school architecture program.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
10.1 Track employed Santiago students through their first year of employment by meeting with employers to discuss their needs of entry-level employees.	10.1 Employer letters to Santiago administration describing students success and preparation for their job responsibilities.	9/08	Site Coordinator Employers of students Advisory members

Chancellor's Office
 California Community Colleges

District: Riverside Community College District
 College: Riverside Community College
 RFA Specification No.: 07-0170a

PROJECT WORKPLAN

Objective: (Based on RFA Specification) (Only one objective per page)			
11. Align existing program at Santiago to RCC. Should support emerging career opportunities with addition of new technologies.			
Activities	Measurable Outcomes	Timeline (Month/Year)	Responsible Persons
11.1 Students at both Santiago and RCC will use Building Information Modeling (BIM) software to create construction documents, design, structures, and communicate ideas. BIM is a new technology many architecture firms will be turning to in the near future, creating job opportunities for trained students and both the high school and community college level.	11.1 Students will be proficient in BIM software. Students will earn jobs with architecture firms utilizing BIM software.	9/2008	Site Coordinator RCC faculty lead
11.2 Meet with Santiago guidance counselors and RCC counselors to implement articulated courses.	11.2 Articulated courses with CNUSD and RCC will be updated to current industry standards.	9/2008	Site Coordinator RCC faculty lead
Todd Wales			

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No: VI-A-2

Date: August 19, 2008

Subject: A Critical Assessment of the Public Safety Education and Training Program

Background: Attached for the Board's review and information is a report by the Public Safety Education and Training program, located at the Ben Clark Training Center, Moreno Valley Campus, Riverside Community College District. This report provides a critical overview of the two major disciplines of the program, Administration of Justice/Law Enforcement and Fire Technology/Fire Academy. The report provides information about how the disciplines in the program have evolved in a collaborative partnership with both the Riverside Sheriff's Department and CAL Fire/RVCFD, the growth of the disciplines over a three-year period, 2005-2008, and the potential impact on the disciplines based upon projected workforce needs of the Sheriff's Department and the Riverside County fire departments.

Information Only

Irving G. Hendrick
Interim Chancellor

Prepared by: Cordell A. Briggs
Dean, Public Safety Education and Training

Executive Summary: A Critical Assessment of the Public Safety Education and Training Program, 2005-2008, and Projections

The public safety education and training program (PSET) consists of the Administration of Law Enforcement and the Fire Technology/Fire Academy programs, located at the Ben Clark Training Center (BCTC). Since their inception, these career education and technical programs have evolved in collaborative partnerships with the Riverside Sheriff's Department and CAL Fire/Riverside County Fire Department (CAL Fire/RVCFD), including regional fire departments in Riverside County. ADJ/Law includes the Basic Peace Officer and Modular academies, the Corrections Academy, and a broad and in-depth advanced officers and annual jail training curriculum; likewise, FIT includes a Basic Fire Academy, a truck operations course, and a broad and in-depth curriculum to address training needs for fire service personnel. Both programs offer certificates and associate of science degrees.

These programs also have similar contractual agreements with their respective partnering agencies. Both offer instruction at the BCTC facilities under an operational agreement with Riverside County; they have instructional agreements and personnel agreements with the Sheriff's Department and CAL Fire/RVCFD for county employees to have reassigned time compensated by Riverside Community College District (RCCD). The contracts vary in their terms of agreement, and the personnel with reassigned time meet RCCD's minimum qualifications or equivalency for teaching.

During the past three academic years, 2005-2008, ADJ/Law and FIT have grown in several ways. The head count for ADJ/Law has increased by 25 percent since 2005-06, while the head count for FIT has dipped as a result primarily of the wildfires in fall 2007. The annual FTES in both programs increased during the first two academic years, but a shift in the method of reporting growth for ADJ/Law and the early and intense wildfires in the fall 2007 caused a dip in the annual estimated FTES for the academic year 2007-2008. Nonetheless, both programs grew significantly in their efficiency during the fall 2007.

ADJ/Law and FIT face significant workforce challenges during the next three to four academic years. At a time when community colleges anticipate receiving nominal growth in FTES from the state of California, ADJ/Law has been asked by the Sheriff's Department to work in partnership to educate 1,500 new uniformed deputies over the next three years. This partnership would involve ADJ/Law's more than doubling the number of academies offered each academic year, as well as increasing the number of advanced officer or annual training course sections. Similarly, FIT has prepared a new certificate pattern in Fire Officer and Chief Officer to respond to the professional development needs of over 600 firefighters between 2008 and 2012.

PSET's response to scheduling an increased number of academies and to providing training and professional development needs for both the Sheriff's Department and CAL

Fire/RVCFD has significant budgetary implications. Some of those implications include the following:

- The impact of sustained growth by the Sheriff's Department, in particular, on RCCD and the fiscal commitment to be made by RCCD;
- The decision to grow with unfunded FTES, potentially;
- The effect of growth on the programs at the MVC by a growth program at BCTC in partnership with the Sheriff's Department and Riverside County fire departments;
- The decision to continue investing or not in rented space at BCTC facilities or to plan for an educational center;
- The need to address, in collaboration with the Riverside Sheriff's Department and CAL Fire/Riverside County Fire Department, including regional fire departments, the quality of instructional programs.

Unquestioningly, the PSET program is poised for programmatic change as it manages to progress to meet, in partnership with Riverside County, the Sheriff's Department and CAL/RVCFD, the workforce needs of Riverside County. The MVC and the leaders of the Ben Clark Training Center will meet these workforce challenges to enhance the quality of life of residents in Riverside County.

Public Safety Education and Training Program: A Critical Assessment, 2005-2008, and Projections

The origin of the public safety education and training program in the Riverside Community College District emanates from two separate career and technical education programs rooted in collaboration with the Riverside County Sheriff's Department and CAL Fire/Riverside County Fire and regional departments. The antecedents of the two programs Administration of Justice/Law Enforcement and Fire Technology/Fire Academy today extend back decades in their relationships with the county of Riverside and have evolved into well-established academic and career pathways to meet the emerging and challenging needs of the twenty-first century county workforce. The historical developments of the programs, their operational arrangements, and their programmatic growth to meet the workforce needs in Riverside County illustrate an enduring relationship between Riverside Community College District (RCCD) and its partnership with public safety agencies of Riverside County and the state of California.

The Administration of Justice (ADJ) program, whose legacy from its inception has been connected with the county, has evolved in several ways. In their chronicled account of the early years of Riverside Community College District Riverside City College: A 65 Year History, Riverside Community College professors Gilbert Jimenez and Thomas M. Johnson present in the occupational vocation sections of the text the evolution of the Administration of Justice program. They indicate that in 1952 "the Board of Education approved a plan to have the college administer a proposed Law Officers Training School to serve 11 counties in Southern California" (164). This approval led to the college's locating the program at the Riverside County Sheriff's training facility at 150 Box Springs Road, in Riverside, where approximately one hundred uniformed deputies began their training in 1953. By 1961, several faculty hired by the college developed a curriculum for the Peace Officers Training School. Between the early 1960's and 1981, the program experienced a series of changes, including curriculum development and expansion, relocation, and renaming (Jimenez and Johnson 194 and 235).

Since those early years, other significant developments in the ADJ program have continued to occur. In 1996, the college moved the program to the present site on the March Air Reserve Base, known as the Ben Clark Training Center (BCTC), named in honor of the late Sheriff Bernard J. Clark. Besides its physical relocation, the program experienced a significant programmatic shift. In the early 1990's, ADJ was divided into two programmatic areas: academic or Administration of Justice/General Education; and career and technical education or Administration of Justice/Law Enforcement. The ADJ/General Education courses 1 through 30 in the college catalog, offered primarily on the Riverside campus but also on the Moreno Valley and Norco campuses, emphasize developing students' awareness of the criminal justice system and provide students with general knowledge and skills about the United States Constitution, individuals' constitutional rights, and current theory and practice in the criminal justice system. Offered at BCTC, the ADJ/Law Enforcement courses with alpha-numeric designations in the college catalog emphasize a commitment to educating, training, and developing

learners who seek careers and advancement as local sworn peace, correctional, and probation officers.

The division of the ADJ discipline into two programmatic areas has enabled RCCD to continue developing its growing focus in career and technical education with law enforcement agencies. In partnership with the Riverside County Sheriff's Department (RSD), the discipline has developed and expanded further its curriculum to address the changing cultural, critical thinking, and professional needs of recruits in the Basic Peace Officer, Reserve (commonly referred to as Modular) Peace Officer, and Corrections academies, as well as those needs of employees in the Riverside County Probation Department. Likewise, the curriculum has provided law enforcement agencies, including the California Highway Patrol (CHP) since its renewed partnership with RCCD in January 2008, with the opportunity to provide college credit for their employees receiving advanced officer training. This curriculum has permitted law enforcement agencies to educate students in the requisite basic skills required by the California Commission of Peace Officer Standards and Training (P.O.S.T.) and to certify those students when they graduate to work as sworn peace officers in the state of California. The curriculum has also permitted those agencies to educate and train sworn and non-sworn students in basic skills required by the Standard Training in Corrections (STC) Board to work as corrections professionals to operate local jails and juvenile correctional facilities and to hold probation officer positions.

In short, the ADJ/General Education and ADJ/Law Enforcement discipline provides a breath and depth of educational opportunities for RCCD to work with its community partners. Working with RSD, the Riverside District Attorney's Office, the Department of Social Services, the state of California Department of Justice Regional Crime Lab, and CHP provides a range of services and learning opportunities for students. Those educational opportunities may lead students to improve their academic credentials, to receive advanced officer training, to continue their professional development, and to earn certificates and Associate of Science degrees in the Administration of Justice program.

Like the ADJ program, the Fire Technology/Fire Academy (FIT) program has evolved in distinctive ways. The antecedents of today's program emanate from the Riverside County fire service agencies that worked together in the 1970's to provide their area residents with fire, rescue, and emergency medical services. During these early years of collaboration, agencies began to identify the need to standardize their training, implemented courses developed by the State Fire Marshal's Office, and recognized in the early 1980's the need for a comprehensive educational and training program and facilities to deliver a standardized education. As a result of these educational and training needs of firefighters, RCCD began offering a series of FIT courses at the Riverside campus, while the first FIT director's office was located at the Hall of Justice in Riverside. The collaboration between RCCD and all fire service agencies, including CAL Fire/Riverside County Fire Department, Riverside County Training Officers Association, and local fire departments, led eventually to the growth of the Fire Technology program and to its relocation in 1997 with CAL Fire and the Riverside County Sheriff's Department at the Ben Clark Training Center. An outcome of this collaboration was a series of initiatives

that included the development of an Associate of Science degree in Fire Technology, a certificate in Fire Technology, and a multi-agency Truck Academy. In addition, the program expanded its curriculum in fire administration, operations, and command. In 2001, the FIT program added the Basic Firefighter Academy to address the demand for entry-level skills for firefighters. Today, the program, which was realigned with the Moreno Valley campus from the Riverside City campus in 2006, offers over 85 courses, whose head count has averaged over 2,000 students since 2005. The FIT program provides a range of educational opportunities from pre-employment minimum education and training to executive-level management courses and collaborates with the Moreno Valley Campus's Emergency Medical Services program, a part of the allied health discipline but located at BCTC.¹

The organizational structure of the public safety education and training program (PSET), displayed in Appendix A, reflects the complex inter-agency relationship that has evolved over the years. The inter-agency structures that engage managerial interaction and the reporting relationships between PSET and RSD or CAL Fire/Riverside County Fire Department embody features of collaborative communication of managers, a dual reporting of county employees to both RCCD and County managers, and obviously direct lines of communication between RCCD managers and staff, both academic and classified. Sometimes daily and certainly weekly, the dean of PSET interacts with the commander for RSD at BCTC or the Battalion Chief of Education and Training for CAL Fire/Riverside County Fire Department at BCTC to discuss educational, personnel, and facilities issues that impact the agency's and RCCD's programs. The discussions between these inter-agency managers or decisions reached by them often enlist the collaboration and direction of their respective organizational supervisors.

The organizational structure of the instructional programs in PSET incorporates a dual reporting relationship of county employees to both RCCD and county managers. In the Law Enforcement program, the director, who reports to the dean, supervises two sheriff sergeants and one deputy sheriff who receive released time compensated by RCCD to coordinate the instruction of the Basic Peace Officer Academy and the Modular Peace Officer Academy. He also supervises an hourly employee to coordinate the Probation Officer program. In this structure, the director ensures that the quality of the instructional program is maintained by his informing and apprising Sheriff's employees or other representing agency employees about Board of Trustees' approved policies, RCCD's regulations, and instructional procedures. In turn, the three coordinators acknowledge those policies and carry out those regulations and procedures, while they fulfill their responsibilities on assignment with RCCD as P.O.S.T. certified County employees who report to the Sheriff or his designee. Likewise, in the FIT program, the director, who reports to the dean, supervises a Logistics and Operations Coordinator, who receives released time from CAL Fire/RVCFD and compensated by RCCD to coordinate the Basic Fire Academy. She also supervises two hourly employees, one who coordinates, in collaboration with Riverside County Training Officers' Association, the State Fire Marshal's continuing education courses; and the other employee, who coordinates the Truck Operations course. The director also collaborates with the education and training

chief of CAL Fire/RVCFD to coordinate scheduling courses and identifying workforce development needs for volunteer and career CAL Fire employees.

The organizational structure of the PSET program is also very much like the structure of other internal academic or career and technical educational programs in RCCD. The dean reports to his vice president of educational services; the two classified directors report to the dean; classified staff report to their respective supervisors; and part-time faculty report to the dean but the directors and coordinators ensure that the instructional needs of the faculty are met and that part-time faculty comply with instructional procedures.

The varied contractual agreements, outlined in Appendix B, of the partnerships between the PSET program and county and state agencies provide the means by which the instructional goals of the agencies and RCCD are met. First, the operational agreement between the county of Riverside and RCCD provides the classroom and lab space at BCTC, where RCCD instruction is held. Essentially RCCD contracts with Riverside County to rent and lease its BCTC facilities at a \$1.34 for each student contact hour to conduct RCCD classes in Law Enforcement, Fire Technology, Emergency Medical Services, and most recently general education or Fast Track courses that lead students to earning certificate and associate degrees in the disciplines of ADJ/Law, FIT, and EMS. The agreement delineates the roles and responsibilities between RCCD and the county agencies RSD and CAL Fire/RCFD to ensure that services are provided to meet the educational needs of students. The cost for the Operational Agreement or rents and lease agreement is approximately \$894,948.00. (A validation study is currently being conducted by county representatives to determine the cost of operating BCTC and to validate the rate of rents and leases assigned to agencies that use the facilities.)

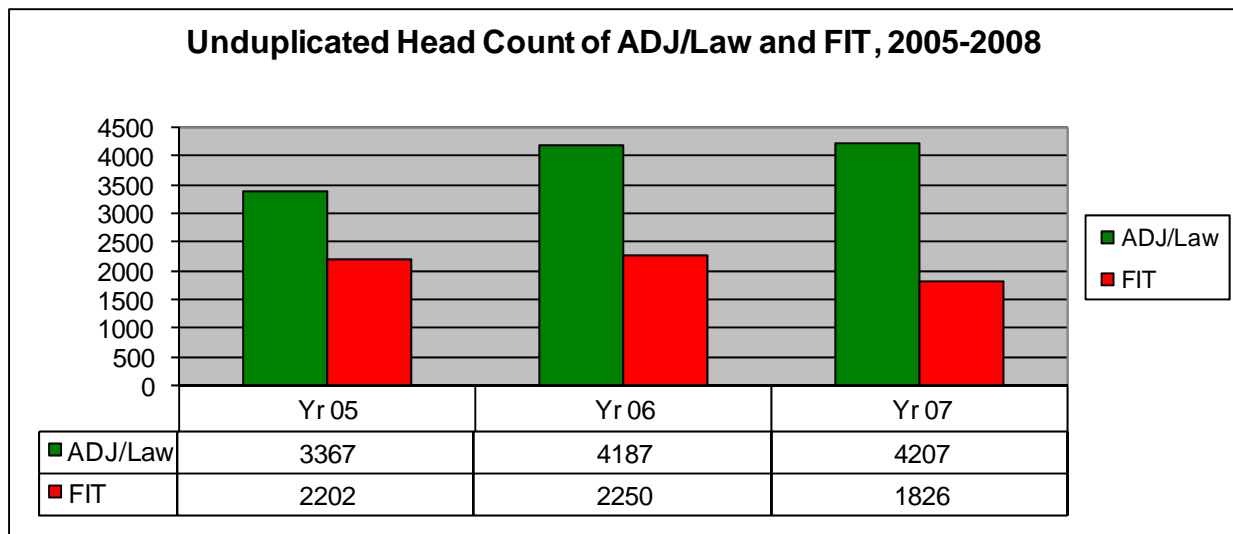
Second, RCCD's instructional agreements with RSD and CAL Fire/RCFD are similar. Each agreement delineates the terms by which RCCD will provide instructional services. Each identifies the terms and processes by which RCCD will approve curriculum and address instructional needs of the programs, provide student services, and hire faculty who meet the State-wide Academic Senate minimum qualifications. Likewise, each agreement identifies the roles of RSD and CAL Fire in the curriculum process, the schedule development process, and agreement in the instructional process. The contract with CHP, on the other hand, is an Instructional Service Agreement (ISA) in which both RCCD and CHP assume instructional and financial responsibility in meeting the educational needs to provide training to existing personnel. RCCD, for example, reimburses CHP at a rate of \$1.55 per contact hour for instruction provided by CHP personnel who meet state-wide Academic Senate minimum qualifications to teach their employees who receive college credit for instruction. RCCD also pays Riverside County a \$1.34 to rent classroom space at BCTC as part of the ISA.

Third, RCCD's personnel agreements with RSD and CAL Fire/RCFD have distinctively similar features. The two agreements with the Sheriff's Department through Riverside County provide two-year contractual arrangements in which two sheriff sergeants and one deputy sheriff respectively are provided release time from their assignments as duty police officers to coordinate the Basic and Modular Peace Officer academies: one sheriff

sergeant, along with one deputy sheriff, ensures arrangement and delivery of P.O.S.T. certified instruction as the officer coordinates the Basic Academy whose enrollment exceeds seventy-five students. The sheriff sergeants and the deputy sheriff meet the state-wide Academic Senate minimum qualifications or equivalency. They coordinate their vacation time with the schedule when the academies are not in session. The officers remain county employees on release time from the Sheriff's Department, but RCCD reimburses the county for releasing the sergeants and deputy. The cost of salary and benefits for each sheriff's sergeant is approximately \$164,978.00; the cost of salary and benefits for the Deputy Sheriff is \$119,308.00. Similarly, the agreement with CAL Fire/RCFD through Riverside County provides a contractual arrangement in which one CAL Fire/RCFD Captain who will serve as a Logistics and Operations Coordinator is provided release time from the officer's assignment as a Fire Captain to coordinate the RCCD Basic Fire Academy. The Logistics and Operations Coordinator, who meets the minimum state-wide Academic Senate minimum qualifications or the equivalency, teaches, counsels and advises students, and monitors class liaison between RCCD and participating agencies, coordinates instructors' assignments, develops course schedules for instruction and use of equipment and facilities. The cost of salary and benefits for the Captain at the maximum step is \$167,358.00.

During the past three academic years 2005-06, 2006-07, and 2007-08, the PSET program grew, for the most part, both quantitatively and qualitatively. One may notice this pattern of growth, displayed in several tables, regarding the ADJ/Law and FIT programs. Table 1 displays the growth of unduplicated head count; Tables 2 and 3 reveal the number of course sections and their total number of sections offered in ADJ/Law and FIT during this period time; and Table 4 presents the annual full-time equivalent students (FTES) for the ADJ/Law and FIT programs during this three-year period.

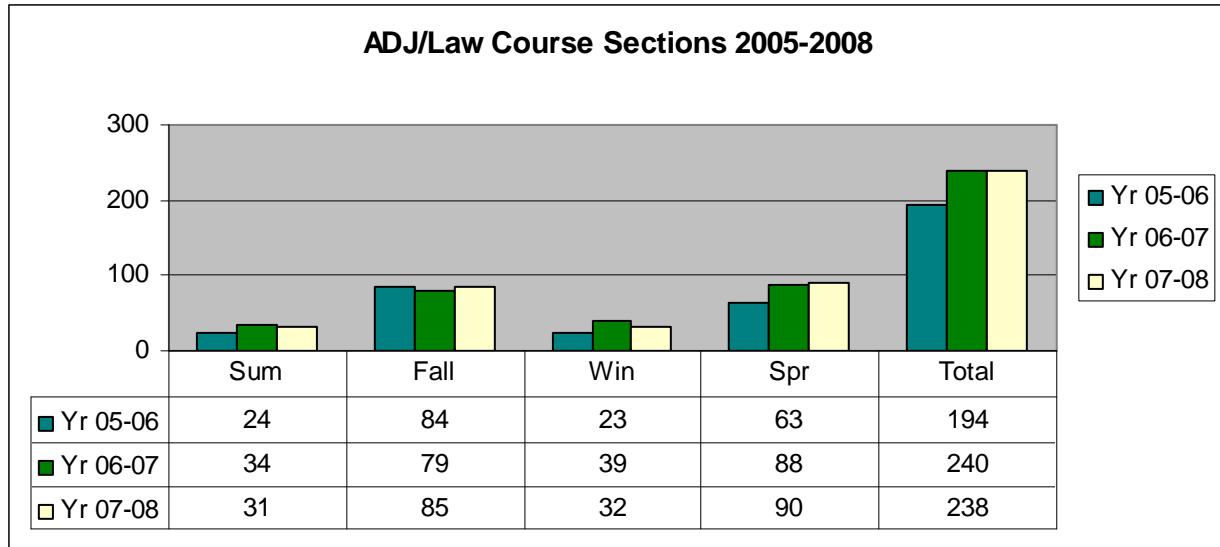
Table 1



Over a three-year period, the unduplicated head count in ADJ/Law rose steadily; it dipped slightly in FIT in 2007-08.²

One may make several observations about the data presented in these three tables over the three academic years for ADJ/Law and FIT. First, as Table 1 displays, the ADJ/Law program grew from an unduplicated head count of 3,367 in the academic year 2005-06 to 4,187 in 2006-07 to 4,207 in 2007-08. Simultaneously, in the academic years 2005-06 and 2006-07, the Fire Technology program grew from an unduplicated headcount of 2,202 to 2,250. However, in 2007-2008, its unduplicated headcount dipped to 1,826, which resulted in a growth rate of two to one of ADJ/Law over FIT.

Table 2



During the academic years 2006-07, the total number of course sections in ADJ/Law increased from the previous year but remained essentially the same in 2007-08.

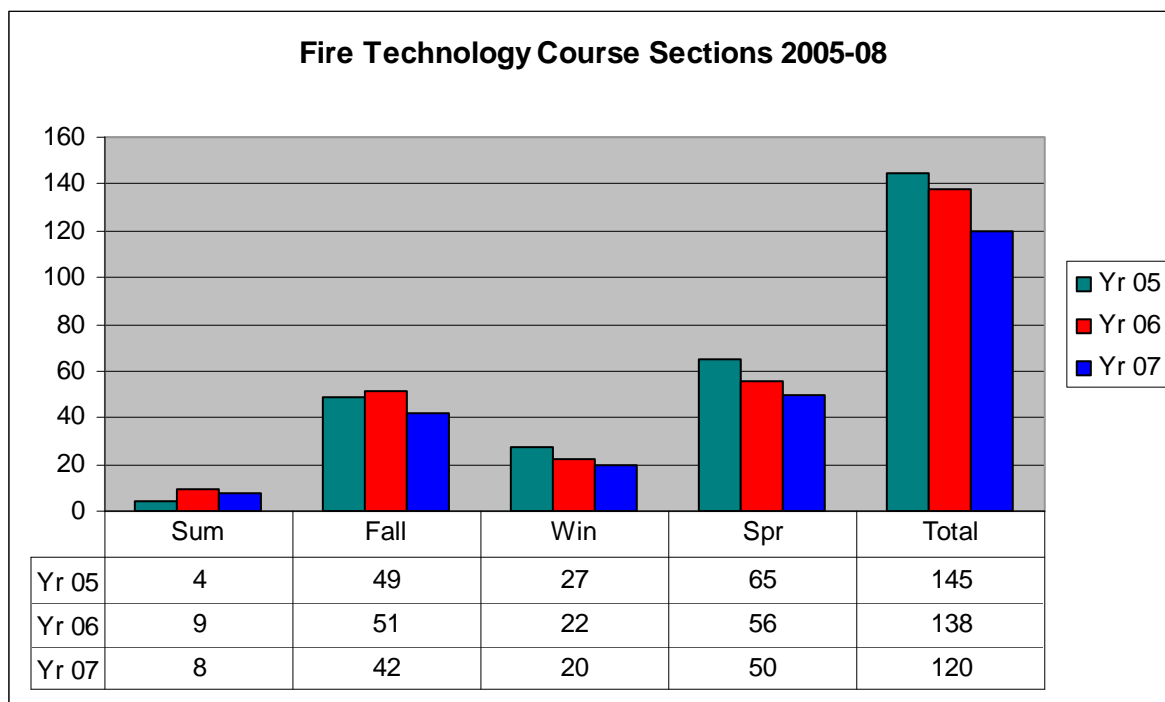
Table 2, displaying data about the number of ADJ/Law course sections, also illustrates this growth based upon the increased number of course sections during the three-year period. During the academic year 2005-06, ADJ/Law offered 194 course sections, while 240 course sections were offered in the following year. In 2007-08, ADJ/Law offered essentially the same number of course sections, 238. Unlike Tables 1 and 2, Table 3, which displays data about the number of FIT course sections, reveals that the growth of course sections steadily decreased during this three-year period. In 2005-06, the discipline offered 145 course sections; in 2006-07, 138 course sections; in 2007-08, 120 course sections.

Second, one may also account for the patterns of growth in both disciplines. Observing the substantial growth in unduplicated head count between 2005-06 and 2006-07 and the substantial increase in the number of course sections offered during this time, one may wonder about the reason for which 2007-08 experienced a modest growth in head count and course sections. A plausible answer is that the method of reporting head counts shifted during the academic year 2007-08. The Basic Peace Officer academies, known as bridge classes because they expanded terms in the academic year or academic terms, were reported in the term that the course section ended rather than at the end of each term. If the head count had been reported as it was reported during the previous two

academic years, the total head count for the academic year 2007-08 would have increased by 75 to 90 approximately.

Likewise, one may account for the variation in head count and course sections in the FIT discipline. Three major events during the academic years 2006-07 and 2007-08 have led to a downward shift in head count and course sections: unusually early and busy fire seasons in the fall of 2006 and 2007; a loss of a course coordinator for rescue operations in the winter 2007; and the reduced number of available classrooms as a result of remodeling the facilities at BCTC during the spring of 2008 to accommodate moving and re-modeling a new space for the Fire Technology and EMS programs, as well as all CAL FIRE/Riverside County Fire and EMS offices.

Table 3



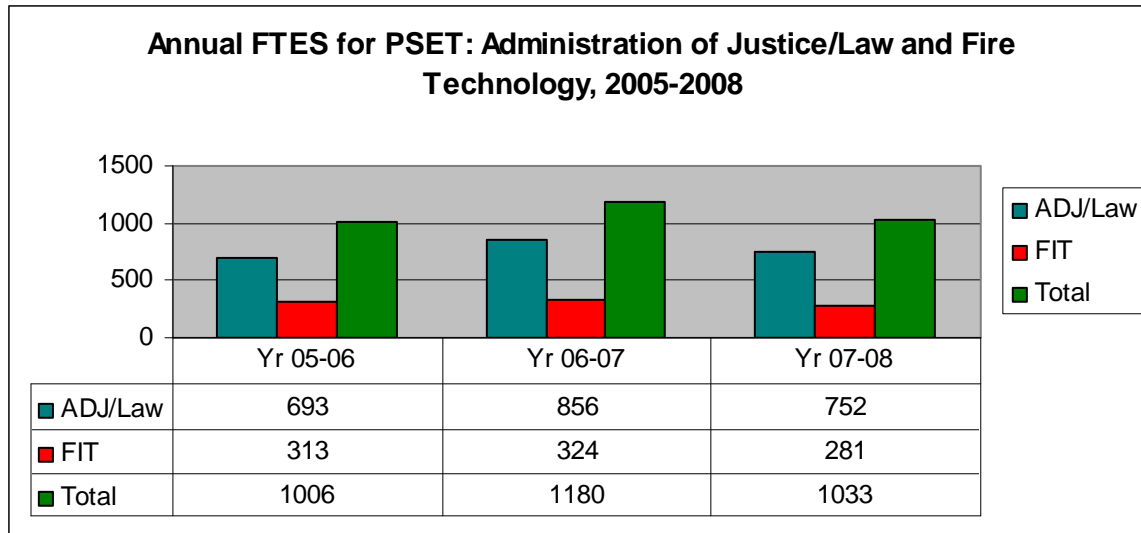
Over a three-year period, the total number of course sections in FIT dropped during the academic years 2006-07 and 2007-08.

Table 4 shows another result of variation in the unduplicated head count and the number of course sections offered during the three academic years. This result is the total number of full-time equivalent students (FTES) generated by students who enrolled in the ADJ/Law and FIT programs. The number of FTES generated during the three years correlates with the data presented in Tables 1, 2, and 3. In 2005-06, ADJ/Law generated 693 FTES; in 2006-07, 856 FTES; and in 2007-08, an estimated 752 FTES.

During the first two years, ADJ/Law increased its number of FTES but experienced a decrease during the academic year 2007-08. If the method for accounting for FTES had not changed in 2007-08, ADJ/Law would have gained an additional 140 FTES for a total of 892 FTES. Likewise, in 2005-06, FIT generated 313 FTES; in 2006-07, 324 FTES;

and 2007-08, an estimated 281 FTES. During the first two years, FIT increased its number of FTES but similarly experienced a decrease during the academic year 2007-08. This decrease, however, occurred as a result, in major part, of an early and busy fall fire season that required employed student firefighters and their instructors to report to fire service duty.

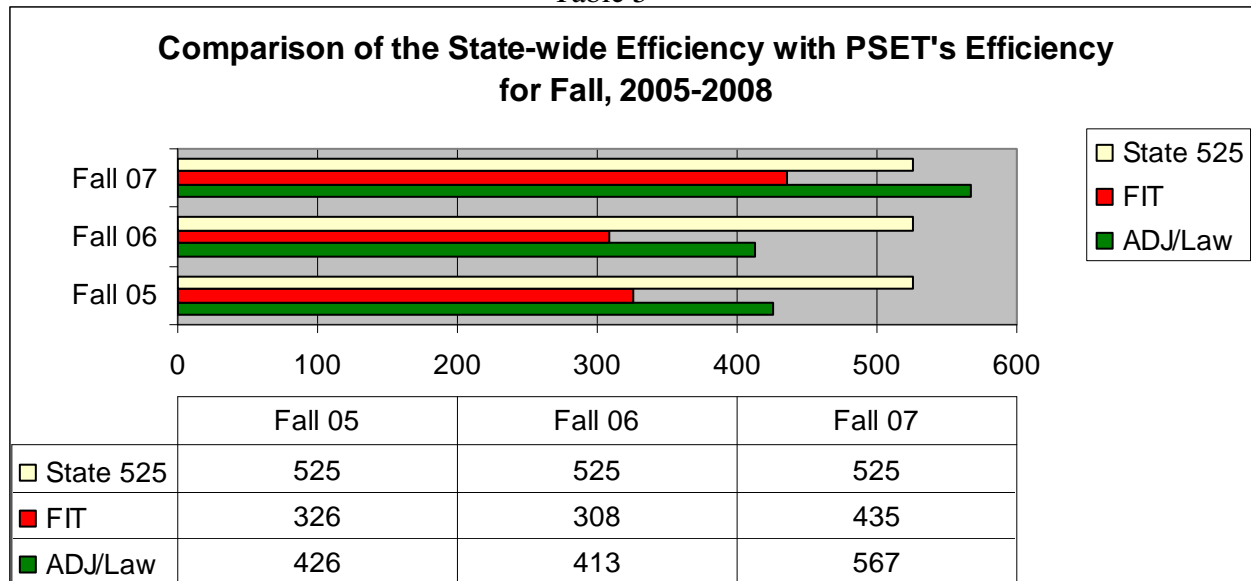
Table 4



The ADJ/Law and FIT programs experienced variation in the total number of FTES generated over the three-year period. Changes in reporting methodology, programs, and environmental conditions account for the variation. ADJ/Law and FIT experienced a decrease in FTES during the academic year 2007-08.

Despite the downward shift in unduplicated head count and decreased number of course sections, Table 5 displays a different aspect of the three year period. The table shows how efficient each program has been during the three academic years in comparison to the state-wide efficiency. Over the three-year period, ADJ/Law discipline dramatically improved in efficiency, culminating in exceeding the state-wide average of 525 during the academic year 2007-08. Similarly, the FIT discipline dramatically improved in efficiency from the previous academic year 2006-07. When one aggregates the FTES for the two disciplines, the overall efficiency for PSET is 501 in comparison to the state-wide average of 525.

Table 5



Both FIT and ADJ/Law have moved toward greater programmatic efficiency in 2007-08.

RCCD's partnerships with the county and state of California have enhanced the qualitative aspect of the PSET programs. These partnerships support the college in providing exemplary and diverse educational programs within the ADJ/Law and Fire Technology disciplines. For example, the ADJ/Law program provides an educational opportunity for students to receive a quality educational and training experience, strictly governed by state boards that mandate educational and training requirements for certification and accreditation of programs in law enforcement. Two major state boards that mandate the operation of the Basic Peace Officer Training and Correctional Deputy academies are the California Commission on Peace Officer Standards and Training (P.O.S.T.) and the California Board of Corrections—Standards and Training in Corrections (S.T.C).

The goal of P.O.S.T. is to concentrate its services on the three ingredients believed to be most critical to effective law enforcement:

- Meeting the statewide need for consistent peace officer selection standards by developing and updating job-related selection standards
- Assuring that California peace officers have access to appropriate training to acquire the skills, knowledge, attitudes and behaviors which are consistent with the requirements and expectations of professional competence associate with the job at each career and experience stage
- Fostering and facilitating health and productive organizational environments in which officers work by providing a system of leadership development programs and offering management programs and offering management counseling services

The Commission has identified regulations that govern every P.O.S.T.-certified basic course to be completed successfully by every newly-appointed peace officer of agencies that participate in the P.O.S.T. program. The common reference to the name of the training course is an academy:

- The Basic course is a minimum of 664 hours, ranging in length from 17 to 23 weeks.
- Following completion of the Basic Course, every officer below the first-level management position must satisfy a Continuing Professional Training (CPT) requirement. Completing 24 hours of specified POST training at least once every two years satisfies this requirement.
- First-level supervisors must receive training in the eighty-hour Supervisory Course and first-level managers in the eighty-hour Management Course.

Besides the P.O.S.T. mandated programs or courses for training, P.O.S.T. certifies a number of other courses to meet training requirements, special mandates by the state legislature, and specific needs of local agencies. All ADJ/Law courses approved by RCCD, including the Basic and Modular Police academies as well as the Advanced Officer Training courses at BCTC, are certified by P.O.S.T.

Like the Commission for P.O.S.T., the State Board of Corrections (BOC) exercises a similar oversight of standardized training in the profession. The Board works in partnership with city and county officials to develop and maintain standards for constructing and operating local jails and juvenile detention facilities and for employing and training local corrections and probation personnel. The BOC also inspects local adult and juvenile detention facilities, disburses training funds; administers grant programs that respond to facility construction needs, juvenile crime and delinquency, and mentally ill offenders; and conducts special studies about the public safety of California's communities.

The Standards and Training for Corrections Division (STC) collaborates with local corrections agencies and public or private training providers. It develops and administers programs designed to ensure the competence of local corrections professionals. Specific activities of the STC include:

- Administering the Corrections Training Fund, which provides financial resources to local corrections agencies to help offset the cost of meeting, selecting, and training standards;
- Developing and updating standards to select qualified employees and to maintain level of proficiency;
- Administering a seven-step selection criteria process for recruiting, hiring, training, and retaining correctional officers.
- Administering a statewide training course certification process;

- Monitoring participating departments for compliance with standards and assisting agencies in their efforts to remain in compliance; and
- Providing technical assistance and support to local corrections departments and training providers.

(STC Handbook for Presenting Core Courses 10)

All Basic Correctional Deputy Academy and Annual Jail Training courses approved by RCCD are certified by the California Board of Corrections, These courses, along with the Basic Peace Officer Training Academy and Advanced Officer Training courses for sworn peace officers certified by P.O.S.T., provide a salient aspect of a well-rounded ADJ/Law program, which includes the following areas:

1. Associate's Degree in ADJ/Law
2. Basic Peace Officer Training Academy
3. Basic Correctional Deputy Academy
4. Advanced Officer Training courses
5. Probation Core Training Course
6. Dispatch Course

Associate's Degree in ADJ/Law

- The Associate of Science degree in ADJ/Law is awarded to students who successfully complete the requirements for the eighteen-unit certificate, electives, and graduation requirements described in the college catalog. Students who work toward completing an associate's degree are typically non-sponsored individuals in law enforcement. Yet, increasingly law enforcement agencies have begun to require that employees earn a college degree to promote in their careers.

Basic Peace Officer Training Academy

- The Basic Peace Officer Training Academy at BCTC is designed to meet but certainly exceed the minimum requirements of a peace officer as established by the Commission on Peace Officer Standards and Training (POST). The Basic Academy is a discipline/high stress oriented program that emphasizes professionalism and ethics, leadership, lifetime fitness, tactical and combat firearms training, emergency vehicle operations, arrest/control and baton use, investigative report writing, community relations, cultural diversity, and chemical agents training. In addition, the academy stresses paramilitary values of inspections, training in formation, physical exercises (running, push-ups, sit-ups, jumping jacks, etc.), facing movements with marching, and scenario training. The program requires that students attend the academy in full uniform.
- The academy classes contain both sponsored and non-sponsored students. Sponsored students are hired by a law enforcement agency prior to entering the academy. Non-sponsored students pay for their own enrollment fees and training

equipment. To accommodate the different needs and schedules of students, the academy is offered in two formats:

1. Regular Basic Course - Standard Format

- The standard format Basic Peace Officer Training Academy is a 943 hour, approximately 26 week, full-time course. Upon successful completion of the course, students are awarded 18 units of college credit and receive the POST Basic Peace Officer's Certificate. The course outline, including its total number of hours, is being reviewed by the staff of both RCCD and the Sheriff to determine the validity and reliability of content being delivered to students.

2. Regular Basic Course – Modular Format

- The modular format Basic Peace Officer Training Academy is designed to accommodate full-time or part-time working students. Classes are offered in the evenings and on weekends, and are divided into three modular levels. Upon successful completion of the entire 855 hour, approximate 18 month program, students receive 34.5 units of college credit, and the POST Basic Peace Officer's Certificate. Additionally, the completion of each module qualifies the student for reserve police officer status at the level completed. Like the course outline for the standard format of the Basic Peace Officer Academy, the course outline is being reviewed by the staff of both RCCD and the Sheriff.

The basic course or academy curriculum is divided into forty-three topics, called learning domains, which may be equated to learning outcomes in a subject area. The learning domains contain the minimum required foundational information for each topic. Each learning domain is a distinct body of knowledge and skills that the student officer must master before being able to perform successfully on the job. For example, Patrol Techniques is learning domain #21 with a learning outcome to “differentiate between the roles of a contact officer and a cover officer.” (Regular Basic Course Student Workbook 12). In the section of the basic course on patrol techniques, the student officer would be expected to demonstrate competence in gaining applying this knowledge.

The basic course curriculum also specifies other activities in the course. Those activities include required scenarios, exercise tests, and specific instructional activities that must occur in the basic course. The scenario and exercise tests are role playing situations in which the student officer is tested on a newly learned skill. The required scenario test for the “Patrol Techniques” learning domain, for example, has the student officer “demonstrate safe and effective tactics for approaching pedestrian suspects while utilizing a patrol vehicle.” (Learning Domain #21, Regular Basic Course Student Workbook 12). The student would use a training patrol car to approach instructors playing the role of pedestrians. He applies the specific tactics learned in the section of the course focusing on this learning domain. The required instructional activities are “hands-on”

training in which the student officer practices portions of the to-be-mastered skills. In the “Patrol Techniques” learning domain, a required instructional activity is to “observe an event and after a short delay, describe, either verbally or in writing, the nature of the event and any pertinent observations made.” This instructional activity focuses on one important component of making a successful pedestrian stop.

Another important component of the Basic Peace Officer Academy is the physical conditioning program. This component is designed to prepare students to perform the physically demanding aspects of the job and to create in the students a desire to maintain a high level of fitness throughout his or her career. To assist students in achieving their goals, faculty in the academy instruct students on the principles of physical conditioning, conduct a systematic series of conditioning exercises over the course of the basic academy, provide classroom training on the important aspects of personal physical health, and require all students to pass a work sample test. As a result, student law enforcement officers learn the importance of maintaining a good physical conditioning program and the need for a lifestyle of daily physical activity.

Basic Correctional Deputy Academy

- The Basic Correctional Deputy Academy provides entry-level training for correctional officers for employment in California adult detention facilities. Students may be either sponsored or non-sponsored by a law enforcement agency. Like the Basic Peace Officer Academy, the Basic Correctional Academy employs the intensive academy model and introduces the student to adult corrections procedures, interviewing, counseling techniques, defensive tactics, public relations, and oral and written communications. Instruction in the academy also stresses security and supervision techniques in adult institutions. The Correctional Deputy Academy not only meets but also exceeds the mandates of the California Board of Corrections Standards and Training for Corrections.

Upon successful completion of the 318 hour, nine-week, full-time Basic Correctional Deputy Academy course, students are awarded 13 units of college credit and receive the STC Basic Correctional Deputy Certificate.

Probation Core Training

- Probation Core Training is mandated by the California Board of Corrections for entry level probation officers and juvenile institutional corrections counselors. The Core courses are designed with learning domains representing job knowledge and skill areas, and are presented utilizing methodologies of lecture, class discussions, demonstrations, role playing, and job performance simulation activities. The Probation Core Training program includes:

1. Probation Officer Core Training course

- The Probation Officer Core course provides an orientation to the role, responsibilities, and resources of the probation officer; provides instruction on basic skills required in performances of the job; and provides an orientation to the criminal justice system. This introductory course is required within the first year of employment for entry level probation officers and not only meets but also exceeds the requirements of the Standards and Training for Corrections.

Students are generally agency sponsored. Upon successful completion of the 176 hour, 5 week course, students are awarded 8 units of college credit and receive the STC Probation Officer Core Training certificate.

2. Juvenile Counselor Core Training course

- The Juvenile Counselor Core Training course presents the responsibilities of the juvenile institutions counselor; handling emergencies; classification; dealing with assaultive clients; ethnic/cultural factors; indicators of medical/physical problems; drug abuse; suicidal tendencies, gang affiliation; understanding the juvenile justice system and process; physical conditioning; and daily tasks. This course is required for all juvenile institutional counselors within their first year of employment, and exceeds the requirements of the Standards and Training for Corrections.

Like students in the Basic Peace Officer and Corrections academies, students in the Probation Core Training are generally sponsored by a probation department. Upon successful completion of the 160 hour, four-week course, the probation counselors are awarded 7.5 units of college credit and receive the STC Juvenile Counselor Core Training certificate.

Advanced Officer and Annual Jail Training

- At BCTC a number of sworn and non-sworn peace officers enroll in advanced officer and annual jail training courses. The officers must complete mandated P.O.S.T. and STC required courses for law enforcement and correctional officers as well as meet agency-specific advanced job performance requirements for professional development. These officers, often sponsored by their law enforcement agencies, are able to complete at BCTC ninety-five courses of current P.O.S.T.-certified and STC-certified advanced law enforcement courses, which often have a limitation on enrollment. Officers participating in the Advanced Officer and Annual Jail Training program receive college credit for successfully completing each course.

Basic Dispatch Course

- This series of courses is designed to prepare professional public communications officers to assist other officers involved in high risk incidents and to increase the dispatchers' knowledge, skills, and abilities to address challenging situations on the job.

The following degree and certificates are available to BCTC students who complete the required coursework:

1. Associate in Science Degree in Administration of Justice/Law Enforcement
2. Administration of Justice Law Enforcement Certificate (Basic Peace Officer Training Academy, standard or modular format)
3. Administration of Justice Basic Correctional Deputy Academy Certificate
4. Administration of Justice Basic Public Safety Dispatch Certificate
5. Private Security Assistant Certificate

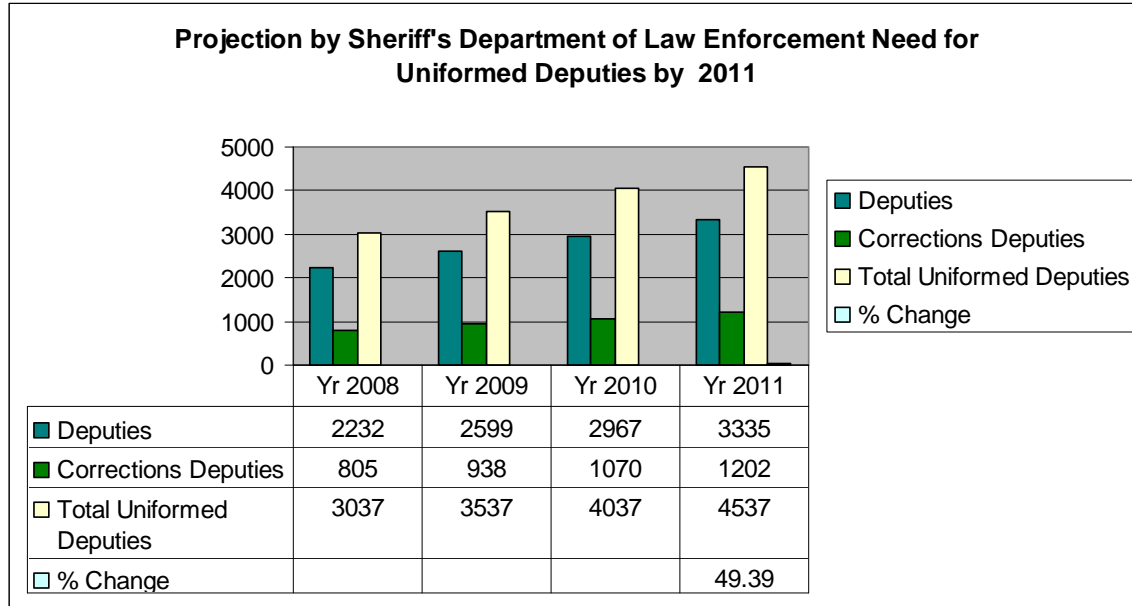
Programmatic Impact of Law Enforcement Workforce Needs

To anyone living in the Inland Empire of southern California, one is not surprised about the growth in population nor about the shift in demographics over the past twenty years. Accepted statistics are that the region will grow from 1.4 million residents to over 4 million within the next forty to fifty years. This change in growth and shift in demographics will bring an increased need to address linguistic and cultural diversity as a way to respond effectively to the socioeconomic, employment, and educational needs of the citizenry. In addition, with the dramatic change in population growth of the communities will come the obvious need to address increased social issues of any large, urban area. One of those needs will be to prepare an educated public safety workforce to address a variety of increasing social challenges associated with large, urban areas. The challenge for law enforcement agencies in Riverside County will be to respond to the infrastructural demands of communities while the agencies recruit, hire, educate and train young people for careers in law enforcement. In the online article "Educating and Training the Future Police Officer," Michael Buerger stresses the importance of law enforcement agencies creating an educated workforce, an awareness yet challenge that has existed since the 1960's ([FBI Law Enforcement Bulletin](#), January 2004, 26-35). PSET and the RSD, along with other law enforcement agencies, have recognized this challenge and collaborated to meet the current demand of an increased workforce for uniformed deputies.

An illustration of this collaboration is the way in which RCCD and RSD have worked together to address the county's need to increase the number of totaled uniformed

deputies to fulfill the need to employ 1,500 uniformed deputies by the year 2011. At a presentation on April 4, 2008, to the Riverside Community College Partners Taskforce, in the Digital Library, Sheriff Stan Sniff reiterated the county's need to increase dramatically the number to hire uniformed deputies and to emphasize the importance of having an educated workforce. Table 6, which shows in the first column the current employed uniformed deputies in 2008, presents the Sheriff's need to recruit 1,500 new uniformed deputies over the next three years, beginning with 2008-09, 2009-2010, and 2010-2011.

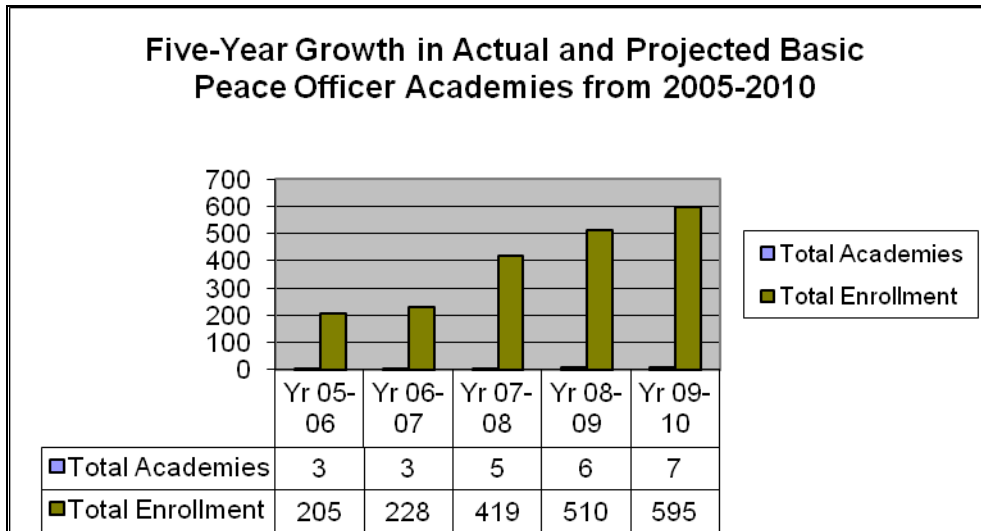
Table 6³



The Riverside County Sheriff's Department, which has a current workforce of 3,037 uniformed deputies in 2008, anticipates a 49% increase in hiring uniformed deputies between the years 2008 and 2011.

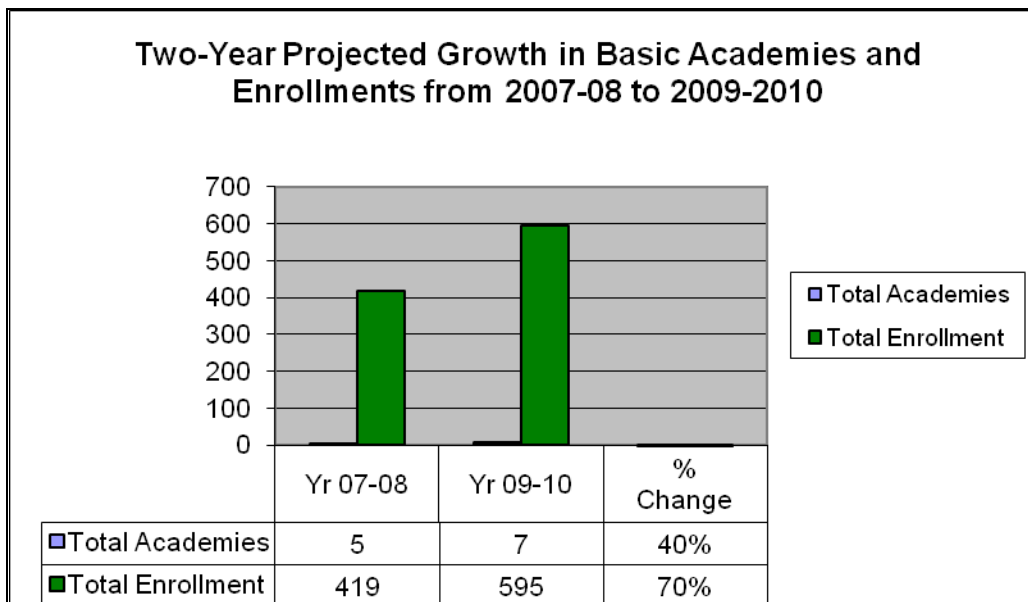
For RCCD to assist the Sheriff's Department in meeting its workforce goal, the PSET program will need to schedule multiple Basic Peace Officer Training academies and Corrections academies, along with an increased number of advanced officer training courses over the next three years. Tables 7 and 8 display how ADJ/Law will be impacted by this programmatic expansion in course sections. Table 7 shows the actual number of academies and their enrollments between the three academic years 2005-06 and 2007-08 as well as the projected number of academies and enrollments between the next two academic years 2008-10; Table 8 shows the percentage of projected increase in the number of academies and enrollments between 2007-08 and 2009-10.

Table 7



This table shows the actual number of Basic Peace Officer academies scheduled in years 2005-08 and the projected ones for years 2008-2010.

Table 8

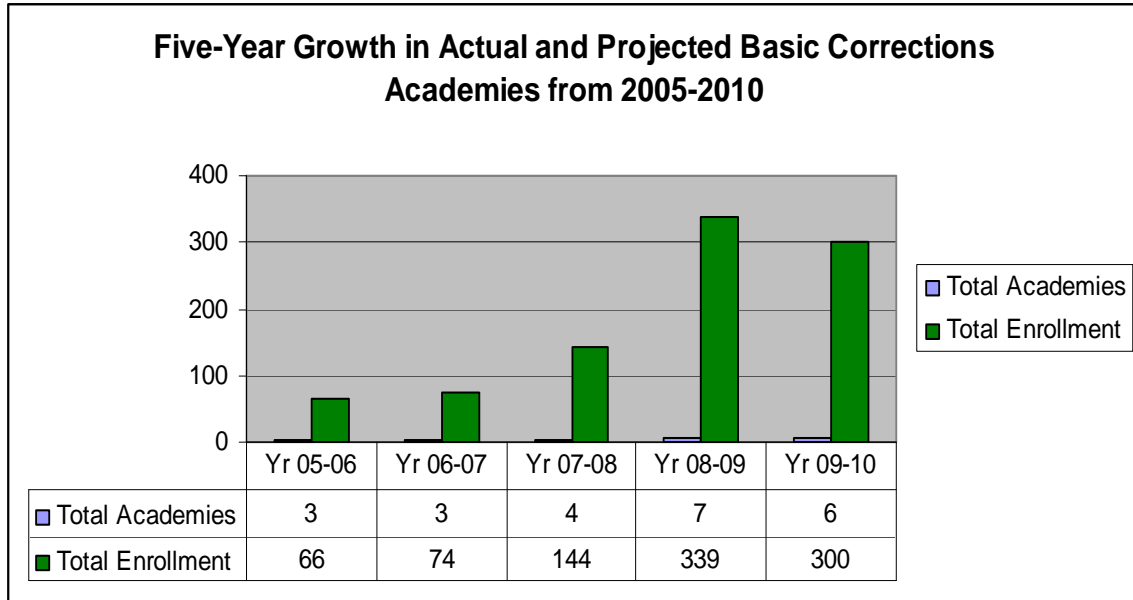


Between 2007-08 and 2009-10, ADJ/Law projects an increase of 40% in the number of scheduled Basic Peace Officer academies and an increase of 70% in the number of enrolled students. These percentages are based upon RSD's projected employment needs.

While one may observe in Table 7 a steady increase in the number of academies to be scheduled especially in the academic years 2008-2010, that increase is dramatically displayed in Table 8, which reveals a 40% increase in the projected number of academies

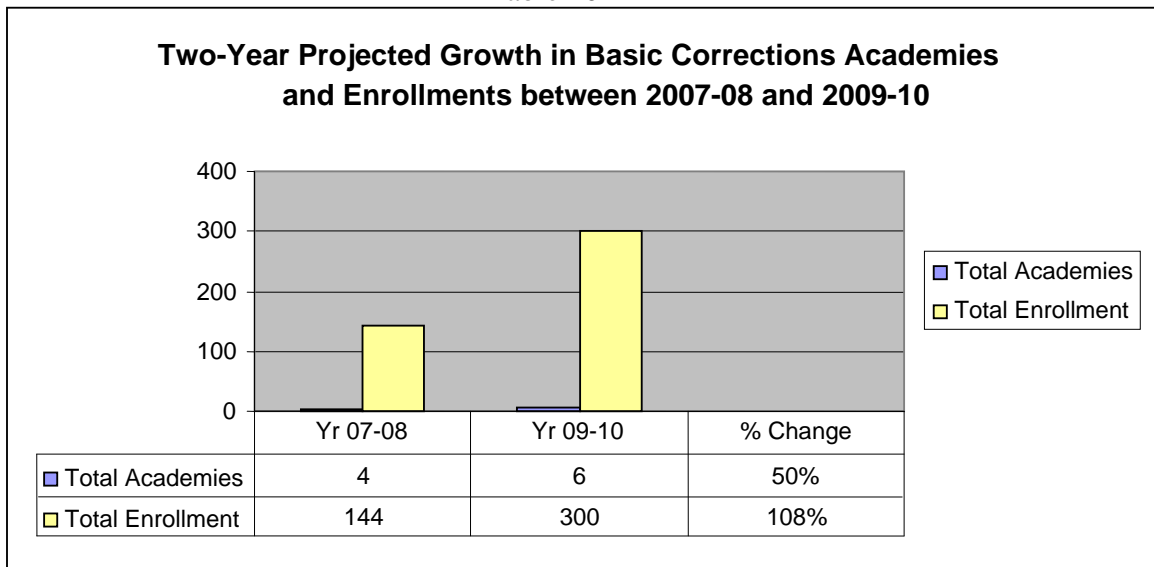
between the years 2007-08 and 2009-10. Likewise, the projected enrollments will have increased by 70%. (One should note that the Sheriff's Department has enlisted, likewise, the assistance of the College of the Desert to schedule Basic Peace Officer academies.)

Table 9



This table shows the actual number of Basic Corrections academies scheduled in years 2005-08 and the projected ones for years 2008-2010.

Table 10



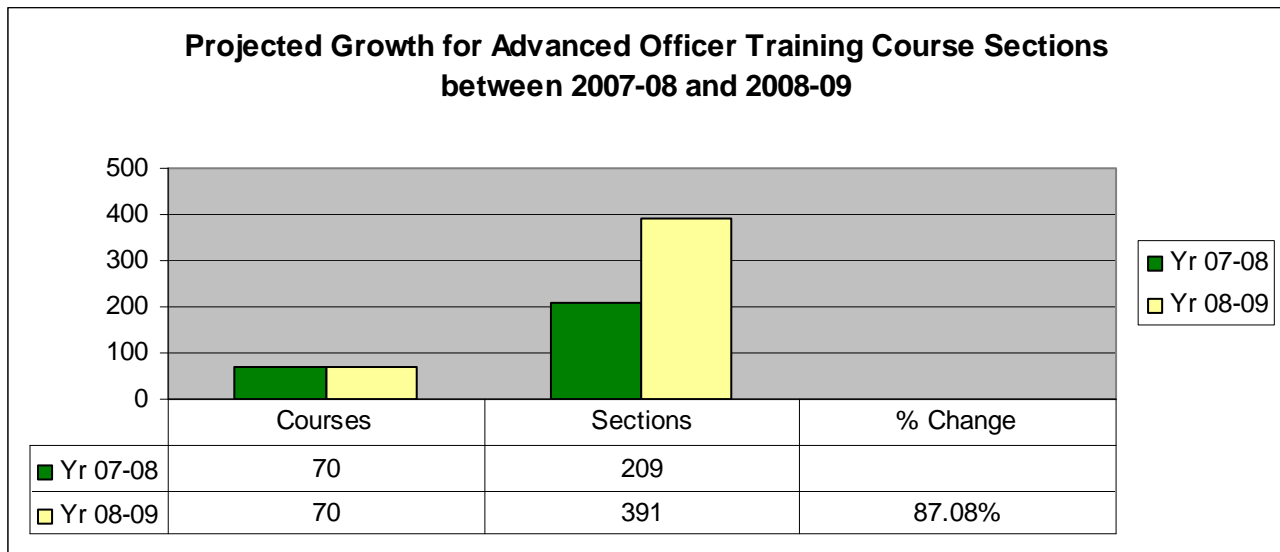
Similarly, while one may observe in Table 9 a steady increase in the number and projected number of Basic Corrections academies to be scheduled over a five-year period, from 2005-06 to 2009-10, that increase is dramatically displayed in Table 10, which reveals a 50% increase in the projected number of academies between the years 2007-08 and 2009-10. That projected number of academies would have actually dipped

by one projected academy in 2008-09 or by 25%, for seven Basic Corrections academies have been planned for the academic year 2008-09. (Again, one should note that the Sheriff's Department has enlisted the assistance of the College of the Desert to schedule Corrections academies.)

Besides the need of the Sheriff's Department for PSET to increase its number of scheduled Basic Peace Officer and Corrections academies between 2008 and 2010, the Sheriff's Department also has a need for the PSET program to increase its number of advanced officer training (AOT) and annual jail training (AJT) course sections. In addition to hiring new uniformed deputies, the Sheriff's Department must educate and train officers who need advanced training for a broad area of police procedures and operating jails. Tables 11 and 12 display this projected need of growth in course sections for both areas, based upon the scheduled course sections for the academic year 2007-08 in comparison to the projected need for growth in the academic year 2008-09.⁴

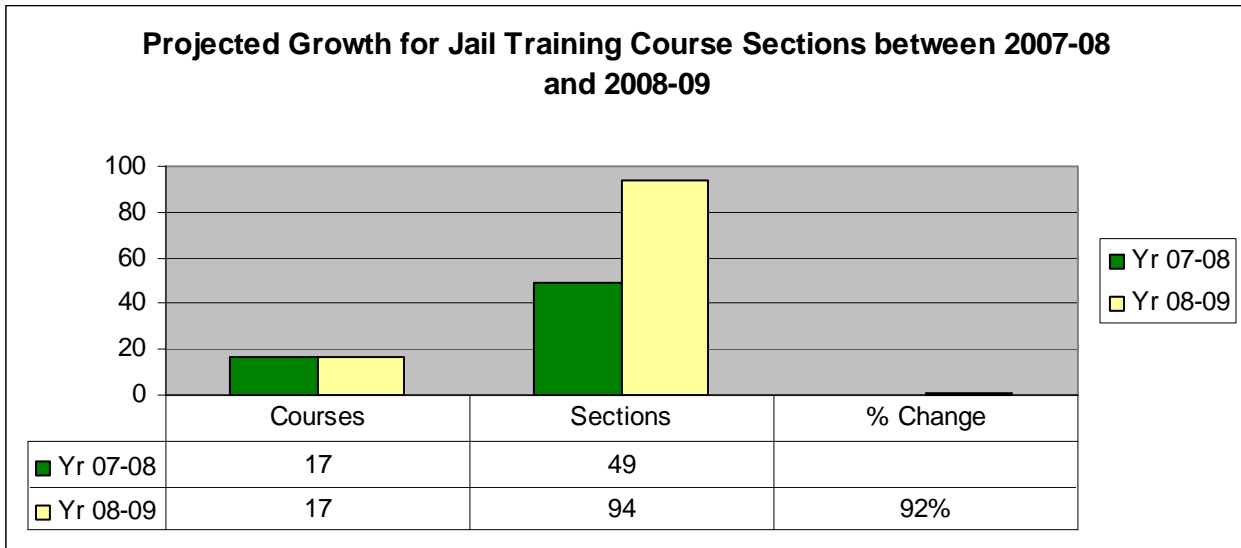
Several observations may be made about the two Tables 11 and 12, showing the projected need to offer Advanced Officer Training and Annual Jailing Training course sections. One is that both tables show the number of courses scheduled during the academic year 2007-08 and the projected year 2008-2009. Another is that both tables display the number of course sections scheduled during the same period of time. Finally, the tables present the projected percent of change of course sections to be scheduled in the academic year 2008-09.

Table 11



ADJ/Law projects an 87 percent increase from 2007-08 to 2008-09 in the number of Advanced Officer Training course sections to address RSD's professional development needs.

Table 12



ADJ/Law projects a 92 percent increase from 2007-08 to 2008-09 in the number of Advanced Officer Training course sections to address RSD's professional development needs.

A significant observation may be made about Tables 11 and 12, projecting the number of AOT and AJT courses and course sections to be scheduled between 2007-2008 and 2008 and 2009. The observation is that the projected number of new courses to be scheduled will not change from 70 for AOT and 17 for AJT. However, the number of course sections is projected to change dramatically from 209 in 2007-08 to 391 in 2008-09 or 87% for AOT.; the number of course sections is projected to change dramatically from 49 in 2007-08 to 94 in 2008-09 or 92 % for AJT. Clearly, the impact on scheduling will be significant to meet the projected demand for new course sections in AOT and AJT.

Like the ADJ/Law discipline, FIT provides an educational opportunity for both students and career professionals to have a qualitative educational experience in partnership with county agencies. The discipline offers the following eight areas of emphasis of the eighty-five course program:

1. Associate's Degree in Fire Technology
2. Fire Academy
3. Special Operations & Volunteer Firefighter Training
4. Truck Academy
5. Honor Guard Academy
6. Fire Technology Emergency Medical Services
7. Fire Officer (in the final approval process)
8. Chief Officer (in the final approval process)

Each area of emphasis provides a salient component of the well-rounded FIT program:

Associate's Degree in Fire Technology

- The Associate of Science degree in FIT is awarded to students who successfully complete five core courses in fire technology, five elective courses, and general education requirements for the sixty-unit degree. The curriculum pattern for the associate's degree has been structured based upon the Fire Services Higher Education model adopted by the California Community Colleges Chancellor's Office.
- Students who work toward completing an associate's degree are typically not employed in the fire industry. However, Fire departments in California often either require at least an associate's degree or an equivalent as a minimum requirement for hiring or a necessity to receive pay incentives that range from two to seven percent.

The Basic Fire Academy

- The Basic Fire Academy is a nineteen-unit academic program scheduled in the fall and spring terms for students interested in becoming professional firefighters. This twelve-week program meets from 06:00a.m. until 6:00p.m., Monday through Friday, and on weekends during each twelve-week session. The academy meets the State Fire Marshal's requirements to be designated as an accredited and certified FireFigher-1 Basic Fire Academy. Students who successfully complete the nineteen-unit academic program of the academy receive a certificate that they may use towards completing an associate's degree, if they complete their general education and elective requirements for graduation. In addition, students who successfully complete a certified fire academy meet a pre-service requirement for ninety percent approximately of municipal fire departments in California.
- BCTC, where the academy is held, is an Accredited Regional Training facility, certified and accredited by the office of the California State Fire Marshal. In March 2008, BCTC and the Fire Technology program were approved for re-accreditation until 2012. Being an Accredited Regional Training Program is the highest level of accreditation possible from the California State Fire Marshal.

Special Operations & Volunteer Firefighter Training

- The FIT program offers "special operations" courses, certified by the California State Fire Marshal. These courses, which provide field training as in-service to volunteer and career firefighters, address topics such as rescue, auto extrication, and hazardous materials. The twenty-six special operations and emergency management courses are offered in partnership with Riverside County Fire Department and Riverside County Training Officers' Association. A number of these courses meet minimum education and training requirements identified by local fire departments.

- The staff of the FIT program collaborates with the staff of CALFIRE/Riverside County Fire Department to develop courses that provide education and training for the volunteer firefighters of Riverside County. These special operation courses provide basic education and training courses for approximately 1,100 career firefighters and 1,000 volunteer firefighters.

Multi-Agency Truck Operations Course

- The Multi-Agency Truck Operations course is designed to provide students with the knowledge and skills to operate an aerial apparatus and standard truck equipment. The program originated in the early 1990's based on the need from Riverside County Fire Department. The popularity of the program grew rapidly and was adopted by RCCD and the Riverside County Training Officer's Association to be offered as a college course with open access to all fire departments. The three-unit, two-week course is offered four times each year and has a consistent waiting list of students throughout the state and outside of the state. Most recently, the California State Fire Marshal asked RCCD for cooperation in developing a state-approved Truck Academy, and has asked RCCD to use their truck academy as a model program.

Public Safety Honor Guard Academy

- The Public Safety Honor Guard Academy is a one week course designed to provide students with the knowledge and skills needed to perform basic and essential honor guard drill functions for the Fire Technology discipline. RCCD's Honor Guard Academy provides the training for new Honor Guard members, who become a part of an esteemed history in the public safety professions. Students throughout the state of California attend the one week academy that is offered once per year in September.

Fire Technology Emergency Medical Services

- The FIT program offers three EMS courses to support students in general and CALFIRE/Riverside County Fire Department's Volunteer Firefighters in particular. The courses include first aid and Cardio-pulmonary resuscitation (CPR), emergency medical training (EMT) continuing education, and Medical First Responder, which is the minimum level of medical training that students need to qualify for volunteer employment with CALFIRE/Riverside County Fire Department.

Fire Officer Program

- Pending RCCD final level approval of the Fire Officer program is a series of ten stand-alone courses totaling 18.5 units that will lead to a Fire Officer certificate issued by the California State Fire Marshal's office. During the 2007-08 academic year, the director of the FIT program began the process to approve the ten stand-alone courses. The approved certificate program will provide students who complete the certificate with an opportunity for job enhancement or promotion within their respective fire departments. Ninety percent of municipal fire departments mandate this training and education as a minimum qualification for firefighters who wish to promote above the rank of Engineer within the industry. When RCCD and the State Chancellor's office approve the certificate, students may apply the certificate toward achieving an associate's degree.

Chief Officer Program

- Pending RCCD final level approval of the Chief Officer program is a series of eleven stand-alone courses totaling 20.5 units that will lead to a Chief Officer certificate issued by the California State Fire Marshal's office. During the 2007-08 academic year, the director of the FIT program began the process to approve the eleven stand-alone courses. The approved certificate program will provide students who complete the certificate with an opportunity to promote to executive-level positions within their fire departments. Ninety percent of municipal fire departments require these courses for employees to be eligible to promote to Division Chief or higher ranks within the fire service industry. When RCCD and the State Chancellor's office approve the certificate, students may apply the certificate toward achieving an associate's degree.

Programmatic Impact of Fire Service Workforce Needs

Staff in the Fire Technology discipline work closely with fire service professionals in Riverside County to assess labor market trends and to engage in annual labor market analysis to determine educational and training needs. This analysis, in part, addresses the following:

- A foundation for the discipline to estimate the types of courses and the frequency in which they should be offered
- Impact on the firefighting workforce as a result of a growing population and retiring workforce
- Projections needed for entry-level positions
- The number of employees needed for promotions, lateral opportunities, and specialty areas, including fire prevention within the industry.

While the online Occupational Outlook Handbook 2008-2009 Edition projects in its "Job Outlook" an increase in the need of firefighters from 361,000 in 2006 to 404,000 in 2016 or a 12% increase during this period, the increase in California is quite dramatic

(www.bls.gov). The online labor market information service of the Employment Development Department projects the need of 6,900 new positions between 2004 and 2014 from 26,300 to 33,200 or a 26.2% increase in demand for new personnel (www.labormarketinfo.edd.ca.gov).

Job Outlook

While estimates for the state of California indicate the need for 6,900 positions for the period of 2004-2014, Riverside and San Bernardino counties will need to hire or promote at least 1,610 fire service personnel, including 368 firefighters and firefighter-paramedics, between 2008 and 2012, for new personnel and training needs. In the Riverside County Training Officers Association (RCTOA) survey, conducted in 2006, in cooperation with the Riverside County Fire Chief's Association, Mike Jennings, president of RCTOA and his colleagues, identified this need (Annual Report, March 2006). Fire Chief John Hawkins emphasized this need at the April 4, 2008, RCCD partners meeting in the Digital Library. Tables 13 and 14 display the number of firefighters who will need professional development to promote to executive level leadership positions:

Table 13⁴

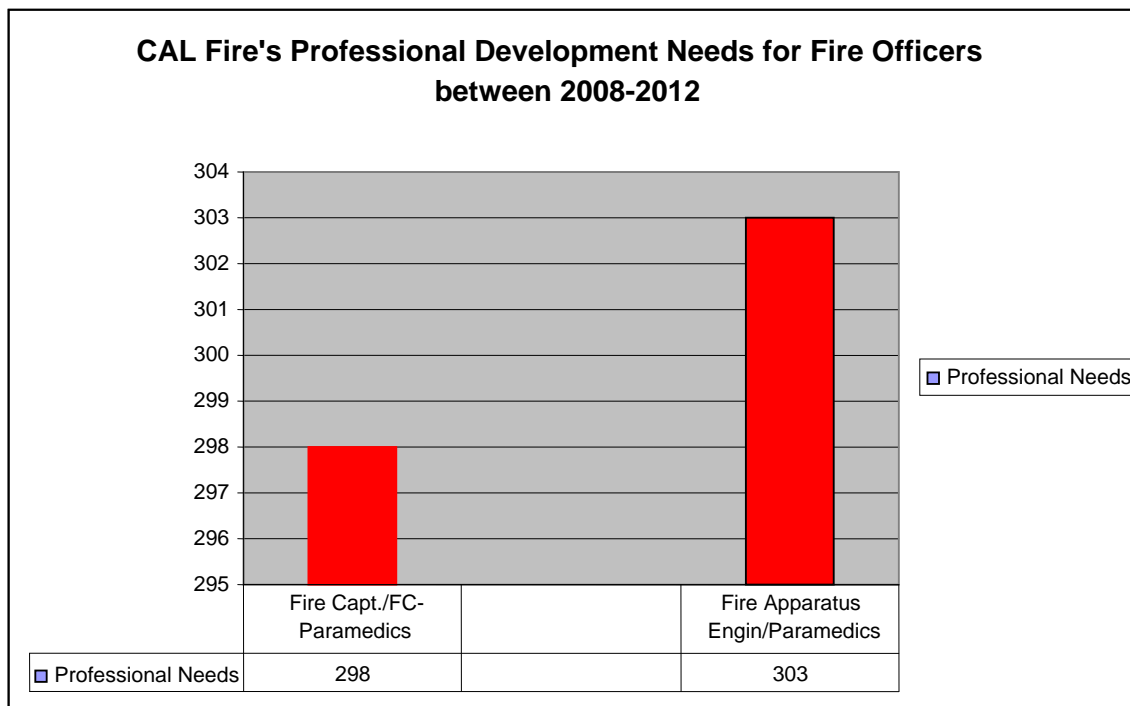
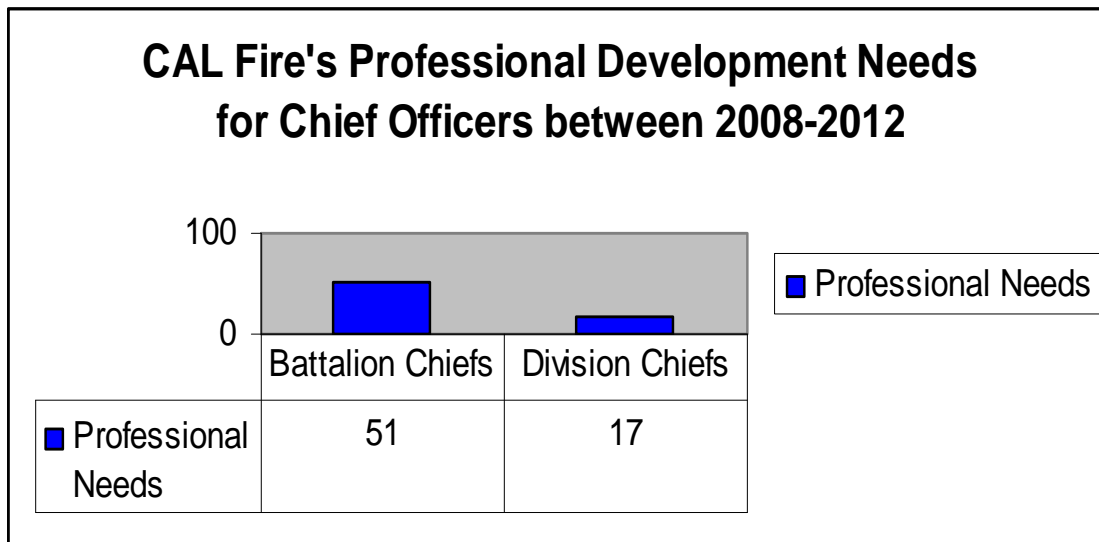


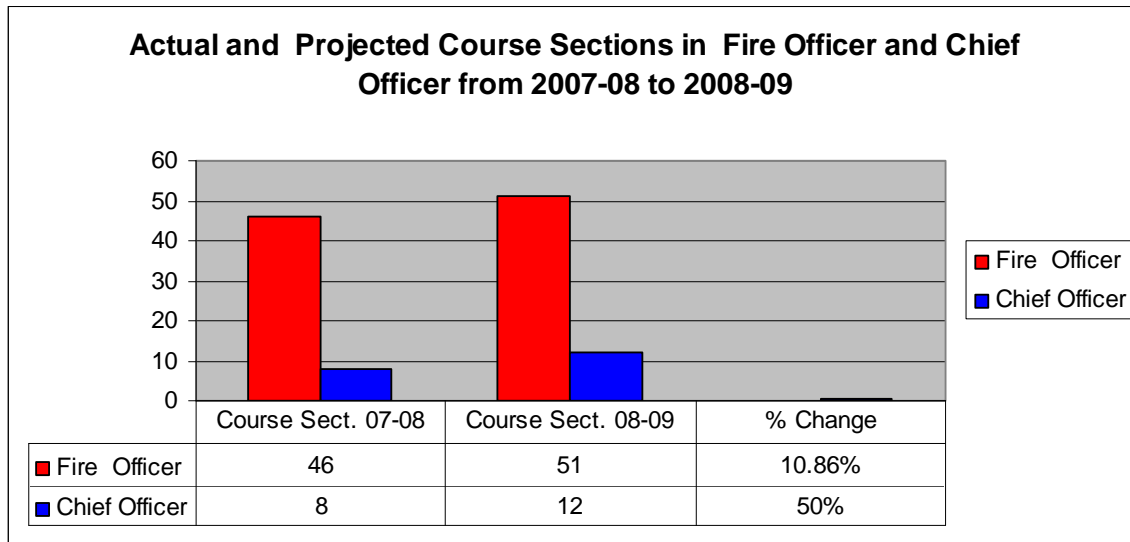
Table 14



CAL Fire projects a need to prepare managerial firefighters to promote to the position of Chief Officer.

During the academic year 2007-2008, RCCD has responded to CAL Fire's pressing need to promote career firefighters. The program has increased the number of course sections in the fire technology program for the academic year 2008-2009 for firefighters who wish to prepare to promote to fire officers and chief officers in their departments. In addition, the director has grouped together stand-alone courses into certificate programs to lead students to earning Fire Officer and Chief Officer certificates to encourage career firefighters to earn college credit to qualify for promoting to these senior leadership positions. Table 15 reveals the actual and projected number of course sections scheduled during the academic year 2007-2008 to the projected number to be scheduled during the academic year 2008-2009. Likewise, Table 16 reveals the actual and projected number of enrolled students during this same period.

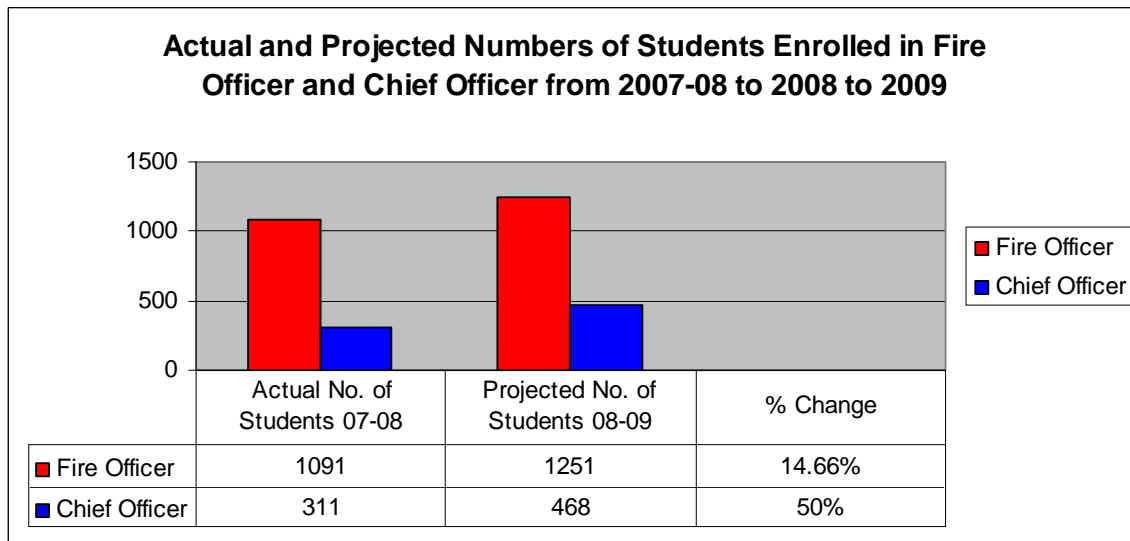
Table 15



FIT has planned for a 10.86 percent increase in course sections for firefighters preparing to become a Fire Officer; a 50 percent increase for battalion and division chiefs preparing to become a Chief Officer.

Clearly, the public safety needs for fire service are as significant and pressing as those needs in law enforcement.

Table 16



FIT projects a 14.66 percent increased enrollment in 2008-09 in Fire Officer course sections for students preparing to become a Fire Officer; a 50 percent enrollment in 2008-09 in Chief Officer course sections for students preparing to become a Chief Officer.

Budgetary Implications

The growth that the Riverside Sheriff's Department and CAL Fire/RCCFD, along with regional fire departments, expect over the next three to four years is significant for both their agencies and RCCD. The issue to be addressed is one that involves what the Sheriff's and Riverside County fire departments would like to accomplish in partnership with RCCD and what RCCD is able to accomplish. The projected sizable growth in head count has serious fiscal implications on RCCD's budget. As a result, several factors ought to be addressed:

- Over the next three-years, the impact on RCCD by head count of the sustained growth, especially for the Sheriff's Department, and the kind of fiscal commitment to be made by RCCD;
- The need by RCCD to address the significance of growing potentially with unfunded FTES for the next fiscal year 2008-09, when so many public agencies and institutions of learning face budgetary downturns during this current cycle of the state of California's fiscal crisis;
- The potential effect in FTES on the MVC by a growth program in funding if RCCD works, in partnership with the Sheriff's Department and Riverside County fire Department and regional fire departments to meet their workforce needs;
- The need to determine the percent of the MVC's expansion program in FTES to be reflected in the BCTC's program or the need to determine if the growth in FTES of the instructional program at the MVC ought to be separated out from the growth in FTES of the program at BCTC.

RCCD must pose and answer another question. How cost effective is the BCTC program, as it is currently configured, when one considers the operation during the academic year, 2007-08? As Table 17 reveals, the BCTC program was budgeted for \$4,423,634. The expenditures in salaries, employee benefits, operating expenses and services, supplies and materials, and capital outlay amounted to \$4,388,925. One's observing the table reveals that in 2007-08 RCCD budgeted and spent \$1,575,578, in operating expenses and services, a budgeted amount that included \$894,948.00 in rents and leases to conduct classes at BCTC.

Applying the RCCD funding amount of \$4,465.00 per FTES for the academic year 2007-08, one may determine that the PSET program operated within budget. As Table 4 displayed, the PSET program generated an estimated 1,033 FTES. Therefore, the program operated in budget, for its cost of operation for each FTES was an estimated \$4,248.71.

Table 17

Summary of Budgeted Revenue and Expenditure for PSET, 2007-08

	Budget/Expenditure
Revenue (estimated apportionment)	\$4,423,634.00
Expenditures	
1. Admin. Salaries	303,191.00
2. Academic Salaries	1,957,122.90
3. Classified Salaries	251,103.43
4. Employee Benefits	284,002.41
5. Operating Exp./ Services	1,517,992.18
Supplies and materials	41,246.00
Capital Outlay	34,267.47
Total	4,388,925.20
Uncommitted Balance	34,708.80

Besides the fiscal implications for the PSET program, qualitative implications about the program's operation also exist. Several factors ought to be addressed:

- The need for a discussion by RCCD to continue to invest in renting and leasing BCTC facilities at a cost that has the potential to exceed \$1,000,000 each academic year;
- A consideration by RCCD to begin planning for center status at the BCTC site, a planning that could include building an educational center to address providing a full range of student services and instructional programs for students who now have access to a new Assessment Center and who are interested in public safety education and training, as well as general education programs;
- The programmatic need for full-time faculty at the BCTC site to plan, implement, and evaluate the quality of instructional programs as well as equally the need for RCCD to address collaboratively with RSD and other public agencies their varied perspectives on programmatic models for the most effective instructional delivery of law enforcement and other instructional programs.

Throughout the years, RCCD has invested in its partnership with the Riverside Sheriff's Department, CAL Fire/RCFD, and regional fire departments to build quality educational programs in the public safety education and training program. One investment, for example, has been the hiring of a consulting firm Michael G. Dolence and Associates to convert the forty-three learning domains (or Student Learning Outcomes in the academic world) of P.O.S.T. into RCCD articulated curriculum so that students may bridge their academy experiences with academic disciplines ("Public Safety Initiative: Educational Objectives: Database"). The project costing approximately \$100,000 remains a goal to be implemented at an educational center for the Administration of Justice/Law program.

Conclusion

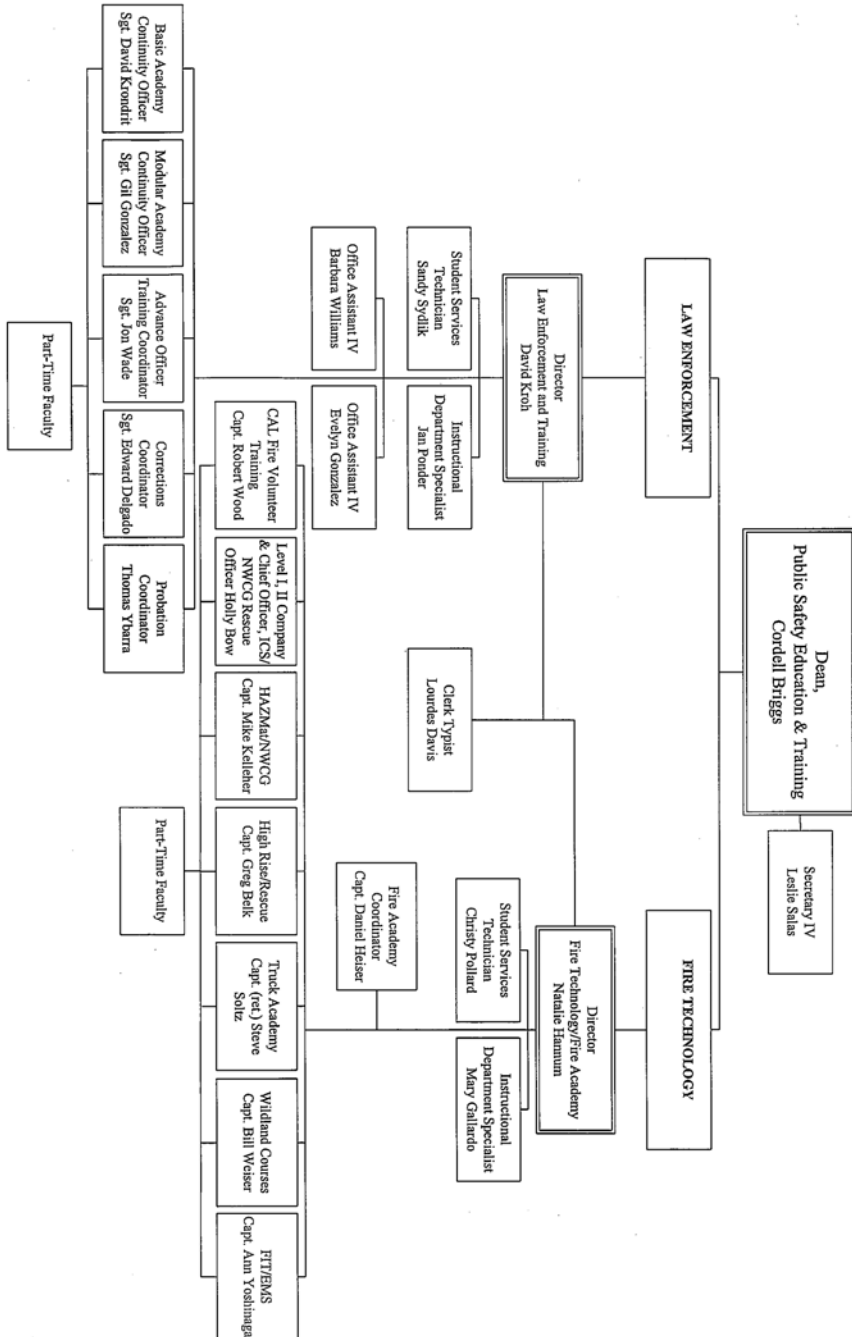
While the Riverside Board of Education may have had a vision in 1952 of a public safety education and training program, the Board would be impressed today with the evolution of a plan for a "law officers' training school." That vision has become integrated into the following mission of the Moreno Valley Campus, poised for college status just over a year away:

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

The mission of the Public Safety Education and Training program, in collaboration with the Riverside County Sheriff's Department, the California Department of Forestry, Riverside County Fire departments, along with the California Highway Patrol, and other public and private agencies, has extended beyond the earlier boundaries of preparing students to enter law enforcement or fire service or to provide advanced training for those career professionals. In partnership with those professions, the Moreno Valley Campus, in its mission, embraces the need to enable an educated workforce to address some of the challenges confronting the public safety of this region: those challenges include emergency preparedness for homeland security or natural disasters. In short, continuing to provide life-long learning opportunities in public safety education or creating pathways for individuals to complete general education requirements to earn associate's degrees and then to transfer to four-year institutions should be a sustaining interest of the Public Safety Education and Training program, located at the Ben Clark Training Center.

APPENDIX A: PUBLIC SAFETY EDUCATION AND TRAINING
 ORGANIZATIONAL CHART, 2008-2009

Riverside Community College District
 Public Safety Education and Training



APPENDIX B: COUNTY OF RIVERSIDE CONTRACTS

TYPE	ORGANIZATION	DESCRIPTION	COST & TERM OF AGREEMENT
1. Operational Agreement (BCTC) facilities	Riverside County Sheriff's Department	Agreement supplying office space, adequate classroom and lab facilities.	\$ 853,000.00, July 2007-December 2008
2. Personnel			
2a.	Riverside County Sheriff's Department	Sheriff Deputy to serve as an Assistant Continuity Officer for the Basic Peace Officer Training Academy	\$119,308.00 July 2008-June 2010
2b.	Riverside County Sheriff's Department	Sheriff Sergeants (2) to serve as Continuity Officers for the Basic Peace Officer and Modular Reserve Training academies	\$329,956.00 July 2008-June 2009, one year remaining on two-year contract
2c.	Riverside County Fire Department	Fire Department Captain to serve as the Fire Technology Operations and Logistics Coordinator for the Basic Firefighter Academy	\$167,358.00 July 2008-June 2010
3. Instructional Agreements			
3a.	Riverside County Sheriff's Department	Administration of Justice Educational and Training Services	
3b.	Riverside County Fire Department	Fire Technology Educational and Training Services	

STATE OF CALIFORNIA CONTRACT

TYPE	ORGANIZATION	DESCRIPTION	COST
Instructional Service Agreement	California Highway Patrol	An agreement that allows the college to conduct classes in a cooperative arrangement with public agencies.	\$1.55 per contact hour in addition to \$37,000.00 for facility usage, January 2008-December 2009

APPENDIX C ADMINISTRATION OF JUSTICE: CAREER AND TECHNICAL ADVISORY GROUP

Representative training managers from the following regional agencies and jurisdictions, comprising the Riverside County Law Enforcement Training Association, serve as curriculum advisors for the Ben Clark Training Center Law Enforcement Program. The organizational officers of the association and representative departments are as follows:

President: Sgt. Stanfill, Indio PD
Vice President: Sgt. Wade, RSO
Secretary: Sgt. Firmes, Murrieta PD
Treasurer: Senior Investigator Van Nort, Riverside County D.A.

RCCD Representative: David Kroh

Riverside County Sheriff's Department (RSD)
RSD Moreno Valley
RSD Temecula
RSD Perris
RSD Blythe
RSD Jurupa
RSD Lake Elsinore
Riverside PD
Corona PD
Murrieta PD
Banning PD
Beaumont PD
Palm Springs PD
Indio PD
Cathedral City PD
RCCD PD
UCR PD
Mt. San Jacinto College PD

APPENDIX D: FIRE TECHNOLOGY: CAREER AND TECHNICAL
EDUCATION ADVISORY COMMITTEE

Daymond Center	Corona
Mark Ayner	Palm Springs
Dave Shoemaker	Corona
Steve Soltz	RCCD
Natalie Hannum	RCCD
Hollow Bow	RCCD
Phil Kelleher	Morongo
Dennis Ellison	Dept. of Corrections, Norco
Al Lott	Idyllwild
Mitch Wesche	RCCD
Mike Jennings	Murrieta
Frank De Boer	Norco
Deano Esades	Pechanga
Mike Kelleher	RCF/CDF
Dan Heiser	RCF/CDF
Mike Smith	RCF/CDF
Bille Edwards	March Field
Bill De La Hoya	Riverside City
Robert Van Nortrick	Cathedral City
Jerry Crofford	Morongo

Notes

¹ The Emergency Medical Services program is a part of the Moreno Valley campus's allied health program but located at BCTC. The staffs of both the EMS and FIT programs have collaborated on a joint curriculum to assist in meeting the workforce needs of CAL Fire/RVCFD and regional fire departments.

² Dean Raj Bajaj of the Office of Institutional Reporting, RCCD, has provided the data for the tables presenting the unduplicated head count, annual FTES, and efficiency for ADJ/Law and FIT.

³ The data, displayed in Table 6 to represent the uniformed deputy needs of the Riverside Sheriff's Department, were presented by RSD at an April 2008 presentation to the Riverside City College Taskforce and gathered as part of the strategic planning at BCTC. After the hiring goal will have been reached by 2011, it is anticipated that a sustained need for recruitment and advanced officer and annual jail training will continue but will somewhat level off.

⁴ The Riverside Sheriff's Department recognizes that RCCD is unable to provide instruction to meet all of the training needs for advanced officer and annual jail training. Besides planning with the College of the Desert, RSD has also engaged in discussions with Mt. San Jacinto Community College District to participate assisting to meet RSD's instructional needs. In addition, RSD's need to recruit qualified faculty with current field experience is critical.

⁵ The data used to represent the professional development needs of CAL Fire/RVCFD were presented by the executive leadership staff at an April 2008 presentation to the Riverside City College Taskforce and gathered as part of the strategic planning at BCTC.

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RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-3

Date: August 19, 2008

Subject: District Student Health Services

Background: Presented for the Board's review and information is a report of Riverside Community College District's Health Services. The mission of RCCD's Health Services is to use clinic and education-based programs to provide quality and reasonably priced health care and health education to assist a diverse student population to achieve and maintain optimum physical and psychological health. The goal of Health Services is to enhance retention by promoting wellness and increase student satisfaction with the college experience. This report provides a historical overview of the role of health services in the Riverside Community College District, current services offered and ongoing programs, as well as plans for the future.

Information Only.

Irving G. Hendrick
Interim Chancellor

Prepared by: Debbie DiThomas
Interim Vice Chancellor, Student Services and Operations

Renee Kimberling
Director, Health Services

Health Services Overview

History

For many years Riverside Community College District has operated Health Services for students. Over time the service has changed from a one-nurse operation on the Riverside campus to a District wide operation with full time staff on each of the District's three campuses. Since its inception the service has operated on the premise that physical and psychological health is associated with academic development, and enhances retention and satisfaction with the college experience. The service uses an "umbrella of care" approach, using the whole person treatment concept, recognizing that physical health and psychological health are intimately linked. Using this model has provided the tools necessary for collaborative practice among physicians, nurse practitioners, marriage and family therapists and psychologists. The umbrella of care approach has enhanced the collegial atmosphere so vital to treating the whole person.

In 2005 Health Services was open 40 hours per week on the Riverside campus and 20 hours per week on the Moreno Valley and Norco campuses during fall and spring terms with more limited hours in the winter intersession and summer session. All nurses except the director were part time hourly personnel and psychological services was staffed by one part time marriage and family therapist whose 20 hours were spread among the campuses as needed. Since 2005 hours of service have increased to 56 hours per week on the Riverside campus and 40 hours per week on the Moreno Valley and Norco campuses with more limited hours in the winter intersession and summer session. Between 2005 and 2007 Health Services identified and hired three registered nurses into the classification of Health Services Supervisor. Assigned to the Riverside campus is Mrs. Claire Garibay, MSHA, RN. Mrs. Sue Tarcon, BSN, RN is assigned to the Moreno Valley campus, and Mrs. Adriene Blayton, BSN, RN is assigned to the Norco campus. In 2008 Health Services identified and hired a full-time College Nurse, Mrs. Jeanette Tupper-Shearer, RN who is assigned to the Riverside campus and has primary responsibility for evening hours. In 2006 additional psychological services were arranged by contract with Loma Linda University's School of Psychology. The arrangement is for counseling and outreach services by psychology doctoral interns under the supervision of a Loma Linda faculty member.

Over the past four years Health Services has seen an increase in the number of students using the Service. There were 3,570 district-wide reported contacts in 2003/2004. The number of students using Health Services has increased in all but one of the succeeding school years. In 2007/2008 contacts were 12,027, more than triple the contacts in 2003/2004. This growth can be attributed to increases in available services and in operating hours, the addition of full-time nursing staff, additional contracted psychological services, and increased outreach efforts by the nursing staff, psychology interns and peer educators.

Services Offered

Medical Services

Health Services provides quality health care to students, assisting them to stay physically and emotionally well. Medical services, direction, and clinical supervision of mid-level RCCD

providers are contracted through Loma Linda University School of Medicine's Preventive Health department. During fall and spring terms physician and nurse practitioner services are provided by appointment and are available 16 hours per week on the Riverside campus, 8 hours per week on the Moreno Valley campus and 8 hours per week on the Norco campus. During winter and summer sessions hours are reduced to 8 hours on the Riverside campus and 4 hours each on the Moreno Valley and Norco campuses. Services include consultation for health concerns; evaluation and treatment of injuries and short term illnesses; prescriptions, x-ray referrals, physical examinations and referrals to community or in-house providers as required by the presenting condition. All nurse practitioners practice under standardized procedures jointly developed and approved through a collaboration among Health Services administration, medicine and nursing, in accordance with the codes regulating nursing practice. Appointments available on each campus are scheduled based on need, demand for services, and maintaining flexibility to serve students well across the district.

Nursing Services

Nursing services are provided on all three campuses by full-time and part time Registered Nurses. Services include first aid and emergency care, health screenings such as vision, hearing, blood pressure, and weight. Individual care may include immunizations, TB testing and screening, laboratory testing, counseling for health concerns, or crisis intervention and referral. Registered nurses perform triage activities for providers' appointments, and make referrals in the community for screenings or other health concerns. Nurses are available to students 40 hours per week on the Moreno Valley campus and the Norco campus and 56 hours per week on the Riverside campus.

Psychological Services

Psychological services are provided to students on all three campuses by an adjunct counselor Marriage and Family Therapist (MTF) and through Loma Linda University Department of Psychology doctoral interns who are supervised by a Loma Linda University faculty member (also an MFT). Counseling services encompass areas such as depression, anxiety, stress management, test anxiety, addictions, and skill building in relationships and parenting. Counseling sessions are one hour and are limited to eight per semester. Counselors may refer to in-house medical services for evaluation of appropriateness of medications as adjunct to therapy, or they may refer to community counseling services and long term treatment. All clients deemed to be beyond the scope of practice of the Health Services clinic are referred to appropriate community resources. Counselors also do outreach events and classroom presentations on appropriate topics. Services are available 51 hours per week district-wide and are split among the campuses based on need and demand.

Ongoing programs

Health Services participates in outreach events on a regular basis. Nursing staff perform outreach on a scheduled basis, and if the faculty wishes, nurses will educate students during outreach and document their participation for extra credit. A list of scheduled events are sent to all faculty at the beginning of the fall and spring terms along with a letter inviting them to use

our sample form for student extra credit if they wish. Begun in 2006, these events have grown in popularity and now require additional help at the tables from peer educators. The peer education program has provided interested students an opportunity to work with the health educator, nurses and fellow students in health education. These students hold additional outreach events which may include bringing the Mothers Against Drunk Driving (MADD) organization's cars and stories to the campus, assisting in blood drives and smoking cessation events. These events are coordinated with the health educator and nursing staff. Classroom presentations are available, time permitting, on various health topics. Presentations may be done by the health educator, nursing staff, or peer educators. During the last academic year Health Services staff has been in classrooms 36 times district-wide for health subject presentations.

Health Services assists associated students with the annual health fairs on all three campuses by recruiting vendors and coordinating the event. Health Services staff does preventive health teaching during the fairs, such as breast exams and testicular exams with table top models, body fat analysis, blood pressure screenings, and skin cancer prevention. As in all outreach events students are encouraged to visit Health Services if they have more questions on any health topic. Over the past year Health Services has started a hand washing education project, incorporating a brief talk on the importance of hand washing, and the right way to wash your hands to prevent communicable disease transmission.

In addition to outreach events, the medical and nursing staff has assisted low income students needing prescription medications to obtain their medication free from the manufacturer. This process has been well received by students who need medications for chronic disease and are unable to afford them. Health Services has also assisted low income female students to obtain free vaccinations to protect them from high risk sexually transmitted Human Papilloma Virus (HPV), known to be the major cause of cervical cancer in women. Without this program, the vaccination for college age women in community college is prohibitively expensive. This vaccine is under study with the FDA for possible vaccination in men. When it is approved for this use, Health Services will include the treatment of male students.

Health Services continues to be the entry point for non-athletic student accident insurance claims. Employee services include Tuberculosis testing and screening and worker's compensation clinic referral for injuries.

Plans for the future

Facilities, Growth and Staffing

In light of the increased demand for services, Health Services will continue to advocate for additional clinic space on the campuses as services on all three campuses have outgrown their current facilities, making privacy of students difficult to achieve. In the present year the Moreno Valley campus has moved Health Services into a 1,000 square foot portable facility which has accomplished the goal on that campus. Riverside campus and Norco campus will be the next increased space requests, and we hope this will be accomplished within a year at Riverside and within two years at Norco.

As the district prepares for three separate colleges, so Health Services is preparing to have a separate Health Services operation on each campus. Staff training sessions are continuing to enable the Health Services supervisor on the campuses to become the managers of the Health Services on their campus when it is determined that the service can stand alone. Those supervisors who do not have master's degree are in programs at this time to enable them to assume that responsibility in accordance with the education code.

Seamless Services

It is important that students see Health Services as seamless throughout the district—that they can get the same service regardless of campus location. Currently, for example, a student could receive a TB test on the Norco campus, have it read two days later on the Moreno Valley campus, and later ask for a copy of his result from the Riverside campus. Cooperation of the clinics and the integrated electronic medical record system installed in 2006 permit the district to offer this comprehensive, seamless service. Using this electronic medical record system has helped to determine where the greatest needs are for a particular service and to allocate resources and staff to fulfill those needs on the campuses as they arise. Flexibility in staffing has allowed Health Services to increase staff in one clinic when there is a short term increase in demand for services, providing the best possible service to students. Currently the management of budget, contracts, clinical operations, and coordination of services are completed by the district's Director of Health Services, who is a licensed, master's prepared registered nurse. We are currently conducting a review of operations/functions to determine when it is operationally and fiscally appropriate to have the services on the three campuses completely separated as stand-alone operations.

Mental Health Services

In the recent past much emphasis in college health has been in the area of mental health, with particular concern regarding students who may be suicidal or homicidal. As a result of concerns for student and faculty safety in this area, a consortium of community colleges in California called the "Reference Group Health Services Association of the California Community Colleges" commissioned the American College Health Association (ACHA) to conduct their annual survey of colleges and universities at these community colleges which included specialized questions relevant and unique to the community college setting. The Executive Summary was completed in the spring, 2007. In that study California Community College students had a higher incidence of students considering suicide than students across the nation in all forms of higher education, and nearly double the number of actual suicide attempts. Nationwide and in California, college students have similar rates of receiving a diagnosis of depression; however, in California Community Colleges fewer students are being treated with either therapy or medication compared to the national statistic. The study further identified student responses to what they believed to be impediments to academic performance. Stress, sleep difficulties, concern for a friend or family member, relationship difficulties and depression or anxiety disorders represented the majority of responses. A conclusion can be drawn from this data that students in community colleges in California are in need of psychological services. The study reported that 60% to 80% of California Community College students are uninsured. It follows that for many students Health Services has become their primary care provider.

From this information, we asked, “Are Health Services providing enough psychological counseling services for students?” A review of the current year-to-date appointments with marriage and family therapists and doctoral interns indicated that once students made appointments, they had a high rate of following through; however, 66% of available appointment times were not being reserved. It was apparent, then, that we needed a strategy to reach students who may need our help in this area.

Health Services staff met to discuss the findings of the ACHA study and compare the study demographics with RCC’s demographics. A review of these materials revealed that there are some differences in age and ethnicity. The group also reviewed a study presented at the ACHA 2008 meeting by Georgia University. The Georgia study was done on the age group born between 1982 to 1990 and contained valuable information on the approach to this age group, which is called the “Millennium Generation.” The nursing and psychological services staff considers this group to be a key element to be considered when planning programs for the future, as they are the 20-26 year olds of the future. Health Services staff decided that focus groups on all three campuses would be valuable to determine the best way to encourage our students to use the psychological services we offer. This is a joint effort now in progress with the nursing staff and the psychological services counselors to be done in the fall term. From these groups we expect to collect intelligence on how best to serve our students who have psychological needs.

Health Services is working with others in student services to prepare for the anticipated increase in enrollment of returning Iraq veterans. We know that mental health programs for returning veterans need to be tailored to their needs, and we are currently working to assure they receive the assistance they need in this area.

We know, of course, that reaching students is done every day by our faculty. We are planning a flex day presentation entitled “I have a student who: Guidelines for Helping Students with Perceived Physical or Mental Disability or Illness” on all three campuses. The intent is to provide guidance for faculty on how, when, and to whom to refer students for appropriate services on the campuses. This in-service will be held jointly with Disabled Students Programs and Services staff.

Conclusion

Continuous improvement in service to students is an on-going goal for Health Services. Using the program review process, Health Services continues to examine results and fine tune services based on information gleaned from the program review. In short, we are committed to student success, knowing that wellness is essential to the attainment of students’ life goals.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-4

Date: August 19, 2008

Subject: Regional Occupational Program Course Sequencing Plan

Background: Presented for the Board's information is an overview of the Colton-Redlands-Yucaipa Regional Occupational Program and the San Bernardino County Regional Occupational Program course sequencing plans. These plans have been developed pursuant to Education Code 52302(b)(1), which requires, in part, that ROPs develop a plan for establishing sequences of courses in which both the ROP and community college offer instruction. These plans must be reviewed by community college governing boards at a public session, however they do not require any approval action.

Information Only.

Irving G. Hendrick
Interim Chancellor

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

Colton-Redlands-Yucaipa Regional Occupational Program

Course Sequencing Plan

May 21, 2008

Introduction

Governor Schwarzenegger signed AB 2448, authored by Assemblymember Hancock, on September 28, 2006 making its provisions effective January 1, 2007. AB 2448 was a comprehensive piece of legislation that changed many aspects of ROP administration and operations. Its main focus was to redirect training and service to better serve high school students. This would be accomplished by limiting the number of adults served allowing enrollment of more high school students and to require ROPs to align (sequence) their course offerings with high school and community college courses leading to apprenticeships, certificates or degrees, industry certifications or entry into high skill/high demand jobs. As prescribed by E.C. 52302 (a), the governing board of each ROP shall ensure that at least 90 percent of all state-funded courses offered by the ROP in occupation areas in which both the ROP and the community college offer instruction, are part of occupational sequences that target comprehensive skills.

To accomplish this course alignment or course sequencing, ROPs are required to develop a plan for establishing sequences of state-funded courses, in which both the ROP and community college offer instruction and submit the plan to California Department of Education (CDE) no later than June 30, 2009 [E.C. 52302(b)(1)]. The plan shall be presented at a public hearing by the governing board of each school district served by the ROP and by the county board of education [E.C. 52302(b)(2)]. Community college boards, with identified articulation programs, shall also review the ROP's plan in a public session [E.C. 52302(b)(3)]. Every four years after the plan has been submitted, the ROP shall submit an update to the plan to the local community colleges and CDE [E.C. 52302(b)(7)].

The following plan outlines the steps the Colton Redlands Yucaipa Regional Occupational Program (CRY-ROP) will implement to develop a coherent, focused and effective course sequencing plan that prepares our students for their next level of education or employment.

Definition of Course Sequencing

An occupational course sequence is defined as two or more (each course must be at least 150 hours of instruction per year) Career Technical Education (CTE) courses in the same pathway offered by both the ROP and the community college in the local service area. At a minimum, the ROP must have at least one CTE course and the community college must have at least one CTE course to satisfy the two or more course requirement. The sequence may also include academic courses that are directly relevant to the student being successful in the CTE course. However, if the sequence includes academic courses, the sequence must also include two or more CTE courses as stated above.

Required Elements of the Plan

AB 2448 added several education code sections that:

- ◆ Prescribe the content of the course sequencing plan
- ◆ Ensure the plan has adequate input as part of the development process
- ◆ Cover essential outcomes related to adequately preparing students to enter high skill/high demand jobs or to continue their education in apprenticeship or college programs

The required elements of a course sequencing plan are:

1. The plan describes the steps that will be taken to identify state-funded courses offered by the ROP in pathways in which the ROP and community college both offer instruction. E.C. 52302(b)(1).
2. The plan describes how the ROP will ensure the course sequence results in an occupational skill certificate developed in cooperation with the appropriate employer advisory board. E.C. 52302(a)(1).
3. The plan describes how the ROP will ensure the course sequence provides prerequisite courses that are needed to enter apprenticeship or postsecondary vocational certificate or degree programs. Where possible, sequenced courses shall be linked to certificate and degree programs in the region. E.C. 52302(a)(2).

4. The plan describes how the ROP will ensure the course sequence focuses on occupations requiring comprehensive skills leading to high entry-level wages or the possibility of significant wage increases after a few years on the job or both. EC. 52302(a)(3).
5. The plan describes how the ROP will ensure the course sequence offers alignment to university admission requirements, when appropriate. E.C. 52302(a)(4).
6. The plan provides a timeline for accomplishing the sequencing of courses.
7. The plan describes how the ROP maximizes local, state, and federal resources to help high school students enter employment, apprenticeships, or post-secondary education. E.C. 52302(b)(5).
8. The plan describes strategies, which will be used to fill in the gaps in course sequences identified through the planning process. E.C. 52302(b)(2).
9. The plan lists each school district governing board and the date in which the plan was presented in public hearing. E.C. 52302(b)(2).
10. The plan provides the date in which the plan was approved by the ROP governing board. E.C. 52302(b)(2).
11. The plan provides the name of the community college(s) and the date in which the plan was reviewed in public session by the colleges governing board. E.C. 52302(b)(3).

CRY-ROP's Plan to Sequence Courses

CRY-ROP fully supports the development of course sequences in specified career pathways that would provide a comprehensive course of study preparing students for both postsecondary education and careers. Course sequencing will include CTE courses provided by our districts and community colleges, as well as ROP courses. Course sequencing will begin at the middle school level, where applicable, and continue through the community college level, when feasible. Following the proposed planning steps outlined below, CRY-ROP will have sequenced ninety percent of its courses in which both the ROP and the local community college offer instruction, by June 30, 2012.

- Step 1. Identify the industry sector and corresponding career pathway for each ROP course. See ROP Course/CTE Industry Sector & Pathway Matrix (example); appendix B.
- Step 2. Inventory and list by industry sector and pathway all CTE courses offered (middle school, high school, ROP and community college) for each of our high schools. See Career Pathways/Course Inventory (example); appendix C.
- Step 3. Review completed Career Pathways/Course Inventory form for each high school to determine the level of sequencing that exists at present. This in effect establishes our baseline from which to evaluate and begin our sequencing process. Each district and community college will then validate the course sequence inventory.
- Step 4. Assess each pathway to determine if 1) a course sequence (as defined earlier) exists for each ROP course at each high school and 2) determine whether the courses identified collectively form a sequence reflecting rigor and high expectations for student achievement and meets the CTE needs of high school pupils in the region. This analysis will provide the ROP, district and community college with the information needed to collaboratively fully sequence courses in pathways beginning with introductory coursework and leading to postsecondary courses. See Course Sequence Verification (example); appendix C.
- Step 5. If, based on the information gleaned from the above steps, the ROP determines a course sequence exists; the course sequence will be further evaluated to determine the following:

- a) The course sequence identified will result in an occupational skill certificate developed in cooperation with the appropriate employer advisory board. *Note: All students who complete an ROP course as defined by CRY-ROP policy earn an employer advisory board validated occupational competency list and students who achieve 70% or more of the course competencies are eligible to earn a certificate of competency.*
- b) The course sequence provides prerequisite courses that are needed to enter apprenticeship or postsecondary vocational certificate or degree programs. Postsecondary and apprenticeship programs, where applicable, will be asked to review and verify that sequenced courses provide the necessary prerequisites for entry into their respective programs.
- c) The course sequence focuses on occupations requiring comprehensive skills leading to high entry-level wages or possibility of significant wage increases after a few years on the job. *Note: As part of the CRY-ROP course development process, labor market information (including employment projections and wage information) is evaluated to determine the viability of offering a course in relationship to the value the course may offer a completer on an annual basis.*
- d) The course sequence offers approval aligned with university admission requirements, when appropriate.

Step 6. Review of the Career Pathways/Course Inventory and ROP Course/Industry Sector & Pathway Matrix may also determine gaps in sequencing. Identified gaps will be the basis for partner discussion in development or elimination of courses, as appropriate and/or feasible. Collaborative partners may include district, community college, apprenticeship programs and ROP.

Step 7. An action plan developed in collaboration with partner agencies will guide intervention activities related to increasing the number of courses satisfying the criteria outlined in step 5.

Conclusion

The process as described in this plan will allow for a careful analysis of the present level of CTE course offerings in our districts, ROP and community colleges and the desired course of study that will adequately prepare students for both the workplace and post-secondary educational options.

Following the prescribed steps as outlined will ensure that CRY-ROP courses are:

- ◆ Sequenced and part of a comprehensive course of study
- ◆ Offer occupational skill certification
- ◆ Satisfy prerequisite course requirements for entry into advanced coursework
- ◆ Lead to high entry-level wages or wage increases
- ◆ Meet university admission requirements, when applicable

This plan has been developed with the input of our secondary and community college partners and reviewed by other workforce development stakeholders participating in regional collaborative projects that represent city and county government, business and industry, and labor organizations.

The plan was presented at school district and community college public hearings as noted (see appendix A).

The plan was reviewed and formally approved by the Colton Redlands Yucaipa ROP Governing board on May 21, 2008.

Stephanie Houston

Stephanie Houston, Superintendent

May 21, 2008

Date

**San Bernardino County Superintendent of Schools
Regional Occupational Program**

**AB2448 Course Sequencing Plan
(Date)**

Introduction

Governor Schwarzenegger signed AB 2448, authored by Assemblymember Hancock, on September 28, 2006 making its provisions effective January 1, 2007. AB 2448 was a comprehensive piece of legislation that changed many aspects of ROP administration and operations. Its main focus was to redirect training and service to better serve high school students. This would be accomplished by limiting the number of adults served allowing enrollment of more high school students and to require ROPs to align (sequence) their course offerings with high school and community college courses leading to apprenticeships, certificates or degrees, industry certifications or entry into high skill/high demand jobs. As prescribed by E.C. 52302 (a), the governing board of each ROP shall ensure that at least 90 percent of all state-funded courses offered by the ROP in occupation areas in which both the ROP and the community college offer instruction, are part of occupational sequences that target comprehensive skills.

To accomplish this course alignment or course sequencing, ROPs are required to develop a plan for establishing sequences of state-funded courses, in which both the ROP and community college offer instruction and submit the plan to CDE no later than June 30, 2009 [E.C. 52302(b)(1)]. The plan shall be presented at a public hearing by the governing board of each school district served by the ROP and by the county board of education [E.C. 52302(b)(2)]. Community college boards, with identified articulation programs, shall also review the ROP's plan in a public session [E.C. 52302(b)(3)]. Every four years after the plan has been submitted, the ROP shall submit an update to the plan to the local community colleges and CDE [E.C. 52302(b)(7)]. The following plan outlines the steps the San Bernardino County Regional Occupational Program will implement to develop a coherent, focused and effective course sequencing process that prepares our students for their next level of education or employment.

Definition of Course Sequencing

An occupational course sequence is defined as two or more (each course must be at least 150 hours of instruction per year) CTE courses in the same pathway offered by both the ROP and the community college in the local service area. At a minimum, the ROP must have at least one CTE course and the community college must have at least one CTE course to satisfy the two or more course requirement. The sequence may also include academic courses that are directly relevant to the student being successful in the CTE course. However, if the sequence includes academic courses, the sequence must also include two or more CTE courses as stated above.

Required Elements of the Plan

AB 2448 added several education code sections to; prescribe the content of the course sequencing plan, ensure the plan had adequate input as part of the development process, and covered essential outcomes related to adequately preparing students to enter high skill/high demand jobs or continue their education in apprenticeship or college programs. The required elements of a course sequencing plan are:

1. The plan describes the steps that will be taken to identify state-funded courses offered by the ROP in pathways in which the ROP and community college both offer instruction. E.C. 52302(b)(1).
2. The plan describes how the ROP will ensure the course sequence results in an occupational skill certificate developed in cooperation with the appropriate employer advisory board. E.C. 52302(a)(1).
3. The plan describes how the ROP will ensure the course sequence provides prerequisite courses that are needed to enter apprenticeship or postsecondary vocational certificates or degree programs. Where possible, sequenced courses shall be linked to certificate and degree programs in the region. E.C. 52302(a)(2).
4. The plan describes how the ROP will ensure the course sequence focuses on occupations requiring comprehensive skills leading to high entry-level wages or

- the possibility of significant wage increases after a few years on the job or both.
EC. 52302(a)(3).
5. The plan describes how the ROP will ensure the course sequence offers as many courses as possible that have been approved by the University of California as courses meeting the “A—G” admissions requirements. E.C. 52302(a)(4).
 6. The plan provides a timeline for accomplishing the sequencing of courses.
 7. The plan describes how the ROP maximizes local, state, and federal resources to help high school students enter employment, apprenticeships, or post-secondary education. E.C. 52302(b)(5).
 8. The plan describes strategies, which will be used to fill in the gaps in course sequences identified through the planning process. E.C. 52302(b)(2).
 9. The plan lists each school district governing board and the date in which the plan was presented in public hearing. E.C. 52302(b)(2).
 10. The plan provides the date in which the plan was approved by the ROP governing board. E.C. 52302(b)(2).
 11. The plan provides the name of the community college(s) and the date in which the plan was reviewed in public session by the colleges governing board. E.C. 52302(b)(3).

San Bernardino County ROP's Plan to Sequence Courses

The San Bernardino County ROP fully supports the development of course sequences in specified career pathways that would provide a comprehensive course of study preparing students for both postsecondary education and careers. Course sequencing will include CTE courses provided by our districts and community colleges, as well as ROP courses. Course sequencing will begin at the middle school level where applicable and continue through the community college level. Following the proposed planning steps outlined below, the San Bernardino County ROP will have sequenced ninety percent of its courses in which both the ROP and the appropriate local community college offer instruction, by June 30, 2012.

- Step 1. Identify by ROP course the corresponding industry sector and pathway in which the curriculum would prepare students. See ROP Course/CTE Industry Sector & Pathway Matrix (example); appendix B.
- Step 2. Inventory and list by industry sector and pathway all CTE courses offered (middle school, high school, ROP and community college) for each of our participating high schools. See Career Pathways/Course Inventory (example); appendix C.
- Step 3. Review completed Career Pathways/Course Inventory form for each high school to determine the level of sequencing that exists at present. This in effect establishes our baseline from which to evaluate and begin our sequencing process. Upon completion of the inventory listing the CTE courses, the inventory will be sent to each district and community college to validate the courses listed.
- Step 4. Assess each pathway to determine if 1) a course sequence (as defined earlier) exists for each ROP course at each high school and 2) determine whether the courses identified collectively forms a sequence reflecting rigor and high expectations for student achievement and reflects the needs of the community, local business and industry, and students. This analysis will provide the ROP, district and community college with the information

needed to collaboratively fully sequence courses in pathways beginning with introductory coursework and leading to postsecondary courses. See Course Sequence Verification (example); appendix D.

- Step 5. If, based on the information gleaned from the above steps, the ROP determines a course sequence exists; the course sequence will be further evaluated to determine the following:
- a) The course sequence identified will result in an occupational skill certificate developed in cooperation with the appropriate employer advisory board. *Note: All students who complete an ROP course as defined by San Bernardino County ROP policy receive a certificate of completion. The certificate of completion is based on and lists the competencies identified in the employer advisory board approved course curriculum outline.*
 - b) The course sequence provides prerequisite courses that are needed to enter apprenticeship or postsecondary vocational certificate or degree programs. Postsecondary and apprenticeship programs, where applicable, will be asked to review and verify that sequenced courses provide the necessary prerequisites for entry into their respective programs.
 - c) The course sequence focuses on occupations requiring comprehensive skills leading to high entry-level wages or possibility of significant wage increases after a few years on the job. *Note: As part of the SBCSS ROP course development process, labor market information (including employment projections and wage information) is evaluated to determine the viability of offering a course in relationship to the value the course may offer a completer.*
 - d) The course sequence offers as many courses as possible that have been approved by the University of California as meeting the “A–G” admission requirements.

- Step 6. ROP courses where the community college offers instruction that are not part of an identified sequence will be identified. All available information (i.e., Career pathways/Course Inventory, ROP Course/CTE Industry Sector & Pathway Matrix, community college course offerings, etc) will be reviewed to determine sequencing gaps in a career pathway and what possible courses (existing or to be developed) should be added to adequately prepare a student for a career and/or postsecondary education. This review and resulting action needed will be a collaborative effort involving the district, local community college, apprenticeship program, if applicable, and ROP. The resulting collaboration will ensure the maximum use of funding by clearly delineating the appropriate LEA (district, ROP, or community college) responsible for the courses needed to create a viable course of study.
- Step 7. An action plan will be developed for each course not part of a sequence but where instruction is offered by the community college and for courses that do not meet other requirements listed in Step 5. The action plan will identify the course to be sequenced, the course or courses to be added, the LEA/s responsible and the timeline for implementing. Action plans for courses not meeting the skill certificate, prerequisite, high wages or wage increase, and “A–G” requirements will also be developed outlining strategies to remedy the oversight.

Conclusion

The process as described in this plan will allow for a careful analysis of the present level of CTE/ROP course offerings in our districts, ROP and community colleges and the desired course of study that will adequately prepare students for both the workplace and post-secondary educational options. Following the prescribed steps 1 – 7 will ensure that all SBCSS ROP courses where instruction is also offered by the community college are; 1) sequenced and part of a comprehensive course of study, 2) result in an occupational skill certificate, 3) provide the needed prerequisite courses for entry into more advanced level, 4) focus on occupations leading to high entry-level wages or wage increases, and 5) where applicable have been approved to meet the “A–G” admission requirements.

This plan has been developed with the input of our secondary and community college partners and reviewed by other workforce development stakeholders participating in the Alliance for Education regional collaboratives involving representatives from city and county government, business and industry, labor organizations, as well as educational institutions both public and private.

The plan was presented at school district and community college public hearings as noted (see appendix A).

The plan was also reviewed and approved on as noted (see appendix A) by the San Bernardino County Schools Regional Occupational Program Consortium Board of Directors.

The plan was reviewed and formally approved by the San Bernardino County Board of Education on _____.

Mark Lyons, Administrator

Date

School District Governing Board Review**District****Date of Public Hearing**

Apple Valley Unified School District		
Baker Valley Unified School District		
Barstow Unified School District		
Bear Valley Unified School District		
Fontana Unified School District		
Hesperia Unified School District		
Lucerne Valley Unified School District		
Morongo Unified School District		
Needles Unified School District		
Rialto Unified School District		
Rim of the World Unified School District		
San Bernardino City Unified School District		
Silver Valley Unified School District		
Snowline Joint Unified School District		
Trona Joint Unified School District		
Victor Valley Union High School District		

Community College Governing Board Review**Community College****Date of Public Hearing**

Barstow Community College		
Cerro Coso Community College		
Chaffey Community College		
Copper Mountain Community College		
Crafton Hills Community College		
Mojave Community College		
Riverside Community College		
San Bernardino Valley College		
Victor Valley College		

ROP Consortium Board of Directors Review

The plan was reviewed and approved on _____ by the San Bernardino County Schools Regional Occupational Program Consortium Board of Directors.

San Bernardino County Board of Education Approval

The plan was reviewed and approved on _____ by the San Bernardino County Board of Education.

Mark Lyons, Administrator

Date

SBCSS ROP Course/CTE Industry Sector and Pathway Matrix

Course	Agriculture & Natural Rsrc						Arts, Media, & Entrtm			Bldg Trades & Constr				Ed, Child Dev, & F			
	Agricultural Business	Agricultural Mechanics	Agrrscience	Animal Science	Forestry & Nattrl Rsrcs	Ornamental Horticulture	Plant & Soil Science	Media and Design Arts	Performing Arts	Prod & Mgr Arts	Cabinetmkg & Wood Prod	Engrg & Heavy Constr	Mechanical Construction	Res & Comm Construction	Child Development	Consumer Services	Education
3D Animation									H								
American Sign Language															H	*	
Business Tech Lab															H	*	
Careers in Education															H		
Child Care Occupations														H			
Computer Business Applications																*	
Computer Game Design																	
Computer Aided Drafting/Design		*										*					
Computers: Introduction	*								*								*
Construction Trades											H	H					
Cosmetology																	
Custodial Occupations															H		
Customer Service Occupations															*		
Design & Electronic Prepress															*		
Desktop Publishing																	
Digital Design																	
Digital Design																	
Environmental Technology																	
Esthetician																	
Floral Design & Sales																	
Fundamentals of Electric Repair																	
Fundamentals of Wildland Firefighting																	
Furniture & Cabinet Manufacturing																	
GIS Fundamentals																	
Home Health Aide																	
Home Health Aide																	
HVAC: Introduction																	
HVAC: Introduction																	
Landscape Design & Maintenance																	
Landscape Design & Maintenance																	
Library Aide																	
Library Aide																	
Masonry Occupations																	
Masonry Occupations																	
Motorcycle Maintenance		*															
Motorcycle Maintenance		*															
Nail Care - Manicuring																	
Nail Care - Manicuring																	
Nurse Asst/Home Health																	
Nurse Asst/Home Health																	
Painting Occupations																	
Painting Occupations																	
Radio Broadcasting																	
Radio Broadcasting																	
Silk Screening																	
Silk Screening																	
Stagecraft Construction																	
Stagecraft Construction																	
Stagecraft Design																	
Stagecraft Design																	
Teacher Aide																	
Teacher Aide																	
Television & Video Productions																	
Television & Video Productions																	
Veterinary Assistant																	
Veterinary Assistant																	
Welding Certification																	
Welding Certification																	
Welding Technology																	
Welding Technology																	
Woodworking Occupations																	
Woodworking Occupations																	

5-point star indicates primary industry sector
Asterisk indicates pathways and industry sectors

CAREER PATHWAYS/COURSE INVENTORY

Middle School → High School → Community College

Pathway Level	Agricultural & Natural Resources Industry Sector Pathway	Arts, Media, & Entertainment Industry Sector Pathway	Building Trades & Construction Industry Sector Pathway	Education, Child Development & Family Services Industry Sector Pathway	Energy & Utilities Industry Sector Pathway
Grades 6,7,8					
Grade 9					
Grade 10					
Grade 11					
Grade 12					
Grade 13	* Certificate Programs	* Certificate Programs	* Certificate Programs	* Certificate Programs	* Certificate Programs
Grade 14	* AA/AS Degree Programs	* AA/AS Degree Programs	* AA/AS Degree Programs	* AA/AS Degree Programs	* AA/AS Degree Programs

(1) Barstow Community College
(6) Chaffey College

(2) Copper Mountain College
(7) Riverside Community College

(3) Crafton Hills College

(4) San Bernardino Valley College

(5) Victor Valley College

CAREER PATHWAYS/COURSE INVENTORY

Middle School → High School → Community College

Pathway Level	Engineering & Design Industry Sector Pathway	Fashion & Interior Design Industry Sector Pathway	Finance & Business Industry Sector Pathway	Health Science & Medical Terminology Industry Sector Pathway	Hospitality, Tourism, & Recreation Industry Sector Pathway
Grades 6,7,8					
Grade 9					
Grade 10					
Grade 11					
Grade 12					
Grade 13	* Certificate Programs	* Certificate Programs	* Certificate Programs	* Certificate Programs	* Certificate Programs
Grade 14	* AA/AS Degree Programs	* AA/AS Degree Programs	* AA/AS Degree Programs	* AA/AS Degree Programs	* AA/AS Degree Programs

(1) Barstow Community College
(6) Chaffey College

(2) Copper Mountain College
(7) Riverside Community College

(3) Crafton Hills College

(4) San Bernardino Valley College

(5) Victor Valley College

CAREER PATHWAYS/COURSE INVENTORY

Middle School → High School → Community College

Pathway Level	Information Technology Industry Sector Pathway	Manufacturing & Product Development Industry Sector Pathway	Marketing, Sales, & Service Industry Sector Pathway	Public Service Industry Sector Pathway	Transportation Industry Sector Pathway
Grades 6,7,8					
Grade 9					
Grade 10					
Grade 11					
Grade 12					
Grade 13	* Certificate Programs	* Certificate Programs	* Certificate Programs	* Certificate Programs	* Certificate Programs
Grade 14	* AA/AS Degree Programs	* AA/AS Degree Programs	* AA/AS Degree Programs	* AA/AS Degree Programs	* AA/AS Degree Programs

(1) Barstow Community College
(6) Chaffey College

(2) Copper Mountain College
(7) Riverside Community College

(3) Crafton Hills College

(4) San Bernardino Valley College

(5) Victor Valley College

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
RESOURCES COMMITTEE MEETING
August 12, 2008, 7:45 p.m.
Student Services 101, Moreno Valley Campus

Committee Members: Mark Takano, Committee Chairperson
Virginia Blumenthal, Vice Chairperson
James L. Buysse, Vice Chancellor, Administration and
Finance
Melissa Kane, Vice Chancellor, Diversity and Human
Resources
Doug Beckstrom, Academic Senate Representative
(Moreno Valley Campus)
Lee Nelson, Academic Senate Representative (Riverside)
Patricia Worsham, Academic Senate Representative (Norco)
Dariush Haghghat, CTA Representative (Riverside)
Gustavo Segura, CSEA Representative (Moreno Valley)
Tamara Caponetto, CSEA Representative (Norco)
Tish Chavez, Confidential Representative (Riverside)

AGENDA

VI. Board Committee Reports

B. Resources Committee

1. Norco Student Support Center - Design Services Agreement/
Amendment - Harley Ellis Devereaux
- The Committee to consider an amendment to a design services
agreement for the Norco Student Center Support Center.
2. Norco Student Support Center - Multiple Prime Construction
Management Agreement - ProWest Constructors, Inc.
- The Committee to consider the expenditure of project funds for a
construction management agreement including a provision that staff may
extend the end date of the agreement without additional compensation.
3. Phase III-Norco/Industrial Technology Project – Change Orders
- The Committee to consider change orders for the Phase III -
Norco/Industrial Technology Project.
4. Riverside Nursing/Sciences Building Project - Construction
Management Agreement - ProWest Constructors, Inc.
- The Committee to consider a construction management agreement
including a provision that staff may extend the end date of the agreement
without additional compensation.

5. Bradshaw Emergency Electrical Service Repair Project - Budget Approval - Resolution No. 2-08/09
 - The Committee to consider a resolution declaring an emergency for the repair and replacement of electrical service for the Bradshaw building and the use of Measure C to fund the project.
6. Quadrangle Modernization Project - Change Order No. 8
 - The Committee to consider a change order and the use of Measure C to fund the change order.
7. Budget Update
 - Staff to present the Committee with an update on the 2008-2009 Budget.
8. 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: August 19, 2008

Subject: Norco Student Support Center – Design Services Agreement/Amendment –
Harley Ellis Devereaux

Background: On November 21, 2006, the Board approved the Planning, Design and Construction of the Norco Student Support Center Project. On February 20, 2007, the Board approved Harley Ellis Devereaux (HED) to prepare program plans, including a Final Project Proposal (FPP), detailed plans, specifications and working drawings for the amount of \$726,800.00.

The final construction cost estimate has been developed by the District's Construction Management (CM) firm - ProWest Constructors, Inc., District staff and HED. The agreement with HED provided that their design fee be calculated on the final project construction costs. Based on the final project cost of construction, staff is requesting the Board's approval to amend the agreement with Harley Ellis Devereaux for an additional amount of \$330,911, bringing the total agreement to a fixed fee of \$1,057,711.

Amendment Attached.

To be funded from the Board approved project budget (Measure "C" funding - Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the amendment to the agreement with Harley Ellis Devereaux to provide design services for the Norco Student Support Center Project in the amount of \$330,911 and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Irving G. Hendrick
Interim Chancellor

Prepared by: Rick Hernandez
Director, Capital Planning
Facilities Planning, Design and Construction

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

AMENDMENT TO THE AGREEMENT
DATED FEBRUARY 21, 2007
BETWEEN
HARLEY ELLIS DEVEREAUX
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT
(Norco Student Support Center)

This Agreement shall be amended this date, August 20, 2008, as follows:

Harley Ellis Devereaux (HED) will continue the Construction Documents (CD) phase work effort to further define the design development for the project and continue to advance the design criteria for the various building systems and details as advised by the District.

Total additional compensation of this amended agreement shall not exceed \$330,911, totaling agreement to a fixed fee of \$1,057,711, including expenses and unless added services are authorized by District. Payments and final payment shall coincide with original agreement dated February 21, 2007.

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

Harley Ellis Devereaux

Riverside Community College District

Daniel J. Benner
Principal
1770 Iowa Avenue
Riverside, CA 92507

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: August 19, 2008

Subject: Norco Student Support Center – Multiple Prime Construction Management Agreement – ProWest Constructors, Inc.

Background: On November 21, 2006, the Board approved the Planning, Design and Construction of the Norco Student Support Center Project.

Staff is now recommending that the Norco Student Support Center Project be delivered using Multiple Prime Contracting (MPC). MPC, is currently being used for the Phase III-Norco/Industrial Technology Project.

Staff is requesting approval to enter into the attached agreement with ProWest Constructors, Inc. to provide Multiple Prime Construction Management services for the Norco Student Support Center Project. Services under this agreement would include management and oversight of the construction execution and ensuring compliance with all bid specifications, contract drawings, code compliance and Division of the State Architect (DSA) requirements, and assistance with building commissioning for the project.

The fixed fee for the Multiple Prime Construction Management services is:

Construction Management - \$721,000
General Liability Insurance - \$168,181
General Conditions - \$1,333,000
Total Fee - \$2,222,181

To be funded from the Board approved project budget (Measure C funding – Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with ProWest Constructors, Inc., and approve the expenditure of project funds in an amount not to exceed \$2,222,181 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation.

Irving G. Hendrick
Interim Chancellor

Prepared by: Rick Hernandez
Director, Capital Planning
Facilities Planning, Design and Construction

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

ARTICLE 1

GENERAL PROVISIONS

1.1 GENERAL REQUIREMENTS

1.1.1 This Agreement shall be governed by the laws of the State of California.

1.1.2 In the event of a conflict between the provisions of any exhibit to this Agreement and the Agreement, the provisions of this Agreement shall govern.

1.1.3 District's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve CM from responsibility for damages or other losses incurred or to be incurred by District as a result of CM's breach of its obligations under this Agreement.

1.1.4 Time is of the essence for this Agreement.

1.1.5 The Construction Manager accepts the relationship of trust and confidence established with the District by this Agreement, and covenants with the District to furnish the CM's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the District. The CM shall furnish construction administration and management services and use the CM's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the District. The District shall endeavor to promote harmony and cooperation among the District, Architect, CM and other persons or entities employed by the District for the Project.

1.1.6 CM shall cooperate with the District and allow for designated individuals to enter the project site as requested by District.

1.1.7 CM to advise the District of any accidents or claims and the District retains the right to investigate any such accident as it sees fit.

1.2 CONSTRUCTION MANAGER STANDARD OF CARE

1.2.1 CM, its officers, agents, employees, subcontractors, consultants and any persons or entities for whom CM is responsible, shall provide all services pursuant to this Agreement in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project (including its contracting mode).

1.3 DEFINITIONS

Unless defined differently herein, terms used in this Agreement shall have the same meaning as those used in District's Bidding Documents and General Conditions.

1.3.1 *As-builts (As-built Drawings and Specifications).* The term "As-builts" shall mean the record copy of the Contract Documents prepared by the Construction Contractors to record as-built conditions, current changes, and selections made during construction.

1.3.2 *Not Used.*

1.3.3 *Not Used.*

1.3.4 *Construction Documents.* The term "Construction Documents" shall mean the drawings and specifications, prepared by the Design Professional, setting forth in detail the requirements for the construction of the Project.

1.3.5 *Contract Documents.* The term "Contract Documents" shall mean the Advertisement for Bids, Instruction to Bidders, Supplementary Instructions to Bidders, Bid Form, Master Project Schedule, Agreement, General Conditions, Supplementary Conditions, Exhibits to the Construction Documents, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified in the Construction Contract Agreement.

1.3.6 *Contractor.* The term "Contractor" shall mean any entity which holds a contract with the District for any portion of the construction for the Project. The term "Contractor" shall also include prime trade contractor(s).

1.3.7 *Coordination.* The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.

1.3.8 *Estimated Project Construction Cost.* The term "Estimated Project Construction Cost" shall mean CM's written estimate in the form specified by District, of the total Construction Cost of the project at the various stages of the design process.

1.3.9 *Local Agency Head.* The term "Local Agency Head" shall mean the person who signs this Agreement on behalf of the District, but shall not necessarily be the District's Representative. The appropriate government codes for local agency heads shall apply to this Agreement.

1.3.10 *Project.* The term "Project" shall mean the project described on page 1 of this Agreement.

1.3.11 *Project CM.* The term "Project CM" shall mean the specific District-approved CM named in this Agreement who is assigned to the Project, and is CM's designated principal or staff member, as the designated person in charge of providing all services required by this Agreement.

1.3.12 *Project Program.* The term "Project Program" is a written statement of District's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.

1.3.13 *Project Schedule.* The term "Project Schedule" shall mean the schedule prepared by CM for District showing Project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

1.3.14 *Record Documents.* The term "Record Documents" shall mean the Design Professional's record drawings and final specifications made from the As-built documents received from the Construction Contractors.

1.3.15 *Bidding Documents.* The term "Bidding Documents" shall mean those documents prepared and furnished by District for the purpose of obtaining bids from contractors to construct the Project, including without limitation, the General Conditions and General Requirements which are hereby incorporated by reference.

1.3.16 *District.* The term "District" shall mean Riverside Community College District.

1.3.17 *District Representative.* The term "District Representative" shall mean the person acting on behalf of the District.

1.3.18 *District's Designated Administrator.* The term "District's Designated Administrator" shall mean the person acting on behalf of District.

ARTICLE 2

CM'S SERVICES AND RESPONSIBILITIES - BASIC SERVICES

Basic services to be provided by CM consist of the services described in this Article 2.

2.1 GENERAL

2.1.1 CM shall designate a principal or a staff member to act as CM's representative. This representative shall remain in charge of all professional services for the Project under this Agreement, who so long as the representative's performance continues to be acceptable to District shall remain in charge unless a substitution is approved in writing by the District. District may request for substitutions in writing. District-approved CM representative shall be the person named below:

David Saacks

If for any reason the person designated as CM representative in this Article 2 becomes unavailable, the District may terminate this Agreement for convenience under Article 16. This right to terminate the Agreement for convenience shall be in addition to, and shall not limit, any other rights or remedies available to the District.

2.1.2 CM shall be the District's Designated Administrator.

2.1.3 CM shall abide by all regulations imposed by authorities having jurisdiction over the Project.

2.1.4 CM shall assist District and Design Professional in fulfilling the requirements of the authorities and funding agencies whose interests bear on the design, cost, and construction of the Project.

2.1.5 CM shall cooperate with other professionals District may employ for related work.

2.1.6 To the extent required by District, CM shall consult with authorized employees as determined by District, agents, and representatives of District relative to the design and construction of the Project.

2.1.7 CM shall monitor the Design Professional's work to ensure that it is performed in accordance with the Master Project Schedule.

2.1.8 CM shall act in the best interest of District, and District's interest shall be primary.

2.2 SCHEMATIC DESIGN PHASE

Under Separate Contract

2.3 DESIGN DEVELOPMENT PHASE

Under Separate Contract

2.4 CONSTRUCTION DOCUMENTS PHASE

Under Separate Contract

2.5 BIDDING PHASE

Under Separate Contract

2.6 CONSTRUCTION PHASE

2.6.1 CM shall assist District and Design Professional as requested in the preparation of the pre-construction meeting. CM shall prepare matrix charts of Design Professional's staff and responsibilities, District's staff and responsibilities, and CM's staff and responsibilities.

2.6.2 CM shall assist District and Design Professional in monitoring written communications between Design Professionals, District's Representative and Contractors.

2.6.3 CM shall assist Design Professional, as requested by District and Design Professional, in the resolution of disputes.

2.6.4 CM shall maintain, monitor, and update the Cost Control System. The monthly Cost Report shall compare the original Project Budget with the current Project cost, identify expenditures to date, state the budget required for completion of each major category of Work, identify actual and anticipated Change Orders, and predict the current estimated total Project cost. All major changes and cost factors shall be described in a narrative that shall be attached to the Monthly Cost Report. The current month's report narrative shall identify any changes from the estimate in the previous month's report.

2.6.5 CM shall assist District and Design Professional in evaluating Contractor Change Order Requests, and make written recommendations regarding such requests.

2.6.6 CM shall assist in negotiations with Contractors as requested by District.

2.6.7 CM shall assist Design Professional, as requested by District, in obtaining back-up documentation, shop drawings, and materials submittals from Contractors.

2.6.8 **CM LIMIT OF AUTHORITY.** As part of the CM's scope of services, it shall carry out all duties and responsibilities listed as District's Representative in construction contracts between District and Prime Trade Contractor(s). The CM's authority in carrying out the responsibilities as the District's Representative will be limited. The CM shall not have authority as the District's Representative to: a) take any action resulting in a change in Contract costs, scope, or Contract time; b) issue Notices of Completion; c) issuance of contracts; and d) approval of pay requests. Where CM's authority in carrying out the responsibilities as the District's Representative are limited, the CM shall still provide all effort associated with such duties as if the CM was carrying out these responsibilities, advise the District of findings and recommendations associated with such effort, or any effort requested by the District to carry out the duties listed above. CM will also be required to coordinate all Contract Documents interpretations, Shop Drawings, Product Data and Samples; through the Design Professional. In cases of conflict of opinion between Design Professional and CM regarding interpretation of Contract Documents, Shop Drawings, Product Data and Samples, the CM will advise District Designated Representative and receive written District Designated Representative direction prior to taking final action as District's Administrator.

2.6.9 CM shall develop and maintain the "Master Project Schedule". The Master Project Schedule" shall be developed from the Prime Trade Contractors' Schedule and the Preliminary Master Project Schedule developed by the CM and included with the Contract Bid Documents. Once finalized, the CM shall completely manage and update the Master Project Schedule throughout the course of the project within the limit of its authority stated in 2.6.8.

2.7 RECORD DOCUMENTS

2.7.1 CM shall receive Design Professional's Record Documents, evaluate their completeness and recommend to District in writing whether to accept or reject said documents.

ARTICLE 3

CM'S SERVICES AND RESPONSIBILITIES - ADDITIONAL SERVICES

N/A

ARTICLE 4

DISTRICT RIGHTS AND RESPONSIBILITIES

4.1 ADMINISTRATION

4.1.1 District will designate, in writing, a Representative who will act on behalf of District with respect to this Agreement. CM shall accept directives only from District's named Representative and not from other District employees. District may replace District's named representative at its sole option; if this replacement is made, District will notify CM in writing.

4.2 PROVISION OF INFORMATION, SURVEYS, AND REPORTS

4.2.1 District has furnished the information and reports (if any) as set forth in subparagraph 12.2.1, which are hereby incorporated and made a part of this Agreement.

4.2.2 District will have the right to make changes to the Project Program. When such changes increase the duties of CM beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.3 District will have the right to make reasonable changes to its Bidding Documents and CM shall be bound by such changes. When such changes increase the duties of CM, beyond those reasonably and customarily provided in Basic Services, CM shall be compensated in accordance with this Agreement.

4.2.4 District shall furnish information to CM for purposes of updating the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines become known.

4.2.5 The services, information, surveys, and reports required by this Article 4 will be furnished at District's expense.

4.2.6 District will furnish copies of Drawings, Specifications, and other Project-related documents deemed necessary by District and CM for the performance of CM's services under this Agreement.

ARTICLE 5

COMPENSATION

District will compensate CM for the scope of services provided, in accordance with this Article 5 and with the other terms and conditions of this Agreement as follows:

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 The fee for Basic Services shall be computed as follows:

For services rendered in accordance with this Agreement, the basis for compensation shall be a fixed fee as follows:

- CM Fee - \$721,000 to be paid as follows:
 - \$40,056 per month for 17 months
 - \$20,024 per month for the next 2 months (closeout)
- General Liability Insurance Fee - \$168,181 to be paid at the commencement of construction
- General Conditions - \$1,333,000 to be paid as follows:
 - \$70,722 per month for the first 17 months
 - \$35,363 per month for the next 2 months (closeout)
 - \$60,000 for reimbursables

5.1.2 District reserves the right to withhold monies for services not received as part of Basic Services which extend beyond the duration of this Agreement unless an Amendment is issued by District for extension of services.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 For the Additional Services of CM, as described in Article 3, compensation shall be in accordance with a mutually acceptable lump sum price.

5.2.2 District reserves the right to change time and scope of the Work. If District changes either time or scope, the CM's fees shall be adjusted in accordance with a mutually acceptable lump sum price.

5.2.3 If the duration of this Agreement (19 months) exceeds or is extended through the fault of District, Design Professional, or Contractors and through no fault of CM, compensation for any Basic Services provided during this extended period of the construction phase of the construction contract shall be adjusted to compensate CM for any additional costs reasonably incurred by CM as the result of such delay, provided District has approved such adjustments in advance. These extended Basic Services shall be approved, in writing, by District and shall not include Basic Services that would have been performed under this Agreement had the initial duration of the Agreement not been substantially exceeded or extended.

5.3 REIMBURSABLE EXPENSES

5.3.1 For Reimbursable Expenses, as described in this Paragraph 5.3, only actual costs will be reimbursed. Paid invoices or other proof of payment shall be submitted when requesting reimbursement.

5.3.2 Reimbursable Expenses are paid in addition to the compensation for Basic and Additional Services and are actual expenditures made by CM in the interest of the Project, for the following expenses:

- .1 Expenses for postage, handling, and delivery for Drawings, Specifications, and other documents, deemed necessary by District.
- .2 Expenses for reproduction of drawings, specifications, and other documents.

5.3.4 District reserves the right to decline reimbursement for unreasonable, unnecessary or excessive expenses.

ARTICLE 6

PAYMENTS

6.1 PAYMENTS FOR BASIC SERVICES

6.1.1.1 Payments for Basic Services, as defined in Article 2, shall be made as stipulated in subparagraph 5.1.1.

6.1.2 Payments shall be made within 30 days of receipt of invoice from CM.

6.2 PAYMENTS FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 Payments for CM's Additional Services, as defined in Article 3, and for Reimbursable Expenses, as defined in paragraph 5.3, shall be made monthly after presentation of CM's statement of services rendered, or expenses incurred, with invoices, receipts and other justification thereof.

6.2.2 Payments shall be made within 30 days of receipt of invoice from CM.

6.3 PROJECT SUSPENSION

6.3.1 If the Project is suspended or abandoned, and such suspension was not scheduled at the beginning of the Project, as provided under subparagraph 4.2.2, CM shall be compensated for all authorized services performed prior to the receipt of written notice from District of such suspension or abandonment, together with Reimbursable Expenses then due. If the Project is resumed after being suspended, CM's compensation shall be adjusted to compensate CM for any additional costs reasonably incurred as the result of the suspension.

ARTICLE 7

CM'S RECORDS AND FILES

7.1 Books and records relating to this Agreement shall be maintained in accordance with generally accepted accounting principles. District or District's authorized representative shall have access to, the right to audit and the right to copy pertinent parts of CM's books and records. CM's records shall include but not be limited to accounting records (hard copy, as well as computer readable data); contracts; payroll records; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed

necessary to substantiate charges under this Agreement. All such books and records shall be preserved for a period of at least 3 years from the date of Final Payment under this Agreement.

7.2 CM shall make files available for inspection and copying by District upon reasonable notice. District or District's authorized representative shall have access to the CM's premises and records for inspection and auditing during normal business hours, shall be allowed to interview CM employees pursuant to the provisions of this Article, and be provided adequate and appropriate work space in order to conduct audits in compliance with this Article. The provisions of this Article shall also apply to parent, affiliate, and subsidiary companies as necessary to verify costs associated with this Agreement.

ARTICLE 8

DISTRICTSHIP AND USE OF DOCUMENTS AND SYSTEMS

8.1 SCHEDULE AND COST CONTROL SYSTEMS

8.1.1 All systems developed for and with District resources shall become the property of District, whether or not the Project for which they are developed is executed. CM shall be permitted to retain copies for information and reference.

8.1.2 District will not defend, indemnify or save harmless CM, its officers, agents, or employees from any costs or claims asserted or imposed by any person or entity claiming that District's use of the systems is contrary to or in violation of any copyright, patent, trade secret, trade name, trade mark, or any proprietary, contractual or legal right pertaining to their use.

ARTICLE 9

DISPUTES

9.1 NEGOTIATION

9.1.1 The parties will attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by negotiation.

9.2 MEDIATION

9.2.1 Within 60 days, but no earlier than 30 days following the earlier of (1) receipt of notice by the other party from the American Arbitration Association (AAA) of the disputing party's demand for arbitration or (2) receipt by the other party of the disputing party's notice of election to litigate, the parties shall submit the matter to non-binding mediation administered by the AAA under its construction industry mediation rules, unless waived by mutual stipulation of both parties.

9.3 ARBITRATION OR LITIGATION

9.3.1 Disputes arising from this Agreement between CM and District which cannot be settled through negotiation or mediation shall be subject to binding arbitration or litigation as follows:

.1 ARBITRATION WITH CONTRACTOR

.1 If any claim arises under the Construction Contract Documents for the Project and is submitted to binding arbitration, and either Contractor or District claims that the acts or omissions of CM are involved, in whole or in part, any claim by District against CM arising out of or in connection therewith may be

asserted, at the option of District, against CM in the same arbitration proceeding which shall be conducted under the procedures specified in the General Conditions of the construction contract.

.2 LITIGATION WITH CONTRACTOR

.1 If any claim arises under the Construction Contract Documents for the Project and is submitted to litigation, and either Contractor or District claims that the acts or omissions of CM are involved, in whole or in part, any claim by District against CM arising out of or in connection therewith may be asserted, at the option of District, against CM in the same litigation.

.3 ARBITRATION WITHOUT CONTRACTOR

.1 Disputes arising from this Agreement between CM and District which cannot be settled through negotiation or mediation, and which are not resolved by binding arbitration or litigation pursuant to subparagraphs 9.3.1.1 and 9.3.1.2 shall be subject to arbitration without Contractor conducted in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. The following additional modifications shall be made to the aforesaid Rules of the AAA:

.1 Civil discovery shall be permitted for the production of documents and taking of depositions. Other discovery may be permitted in the discretion of the arbitrator. All disputes regarding discovery shall be decided by the arbitrator.

.2 District's Representative and/or District's consultants, shall if required by agreement with District, upon demand by District join in and be bound by the arbitration.

.3 Concurrent disputes subject to this subparagraph 9.3.1.3.3 shall be consolidated into a single arbitration unless the parties otherwise agree in writing.

.4 No hearing shall be held prior to final completion of the Project unless District decides otherwise.

.5 The exclusive forum for determining arbitrability shall be the Superior Court of the State of California.

.6 If total claims are less than \$50,000, AAA expedited procedures as modified by this Article 9 shall apply. If total claims are between \$50,000 and \$100,000 they shall be heard by a single arbitrator who shall be an attorney. If total claims are in excess of \$100,000 and are submitted to arbitration, the controversy shall be heard by a panel of 3 arbitrators, one of which shall be an attorney.

.7 The AAA shall submit simultaneously to each party to the dispute an identical list of at least 10 names of persons chosen from the National Panel of Commercial Arbitrators, and each party to the dispute shall have 10 days from the date of receipt in which to cross off any names objected to, number the remaining names in order of preference and return the list to AAA. If the expedited procedures of the AAA are applicable, the AAA shall submit simultaneously to each party an identical list of 5 proposed arbitrators drawn from the National Panel of Commercial Arbitrators, and each party may strike 3 names from the list on a peremptory basis and return the list to AAA within 10 days from the date of receipt.

.4 Unless District and CM otherwise agree in writing, the arbitration decision shall be made under and in accordance with the laws of the State of California, supported by substantial evidence, and in writing. If the

total of all claims or cross claims submitted to arbitration is in excess of \$50,000 the award shall contain the basis for the decision, findings of fact, and conclusions of law.

Any arbitration award shall be subject to confirmation, vacation, or correction under the procedures and on the grounds specified in the California Code of Civil Procedure including without limitation Section 1296.

The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

9.4 PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE

9.4.1 Claims for bodily injury, personal injury, wrongful death, or property damage (other than property damage to District) shall not be subject to arbitration under paragraph 9.3 or mediation under paragraph 9.2.

ARTICLE 10

INDEMNIFICATION AND INSURANCE

10.1 INDEMNIFICATION

10.1.1 CM shall indemnify, defend, and hold harmless District and its Trustees, officers, employees, agents, and representatives (collectively, "Indemnatee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnatee ("Losses") arising out of the performance of services or CM's other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from (1) the negligent acts or omissions of CM, its officers, agents, employees, subcontractors, consultants, or any person or entity for whom CM is responsible (collectively, "Indemnitor"); (2) the breach by Indemnitor of any of the provisions of this Agreement; or (3) willful misconduct by Indemnitor.

10.1.2 The indemnification obligations under this Article 10 shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnatee. The obligation to defend shall arise regardless of any claim or assertion that Indemnatee caused or contributed to the Losses; provided however, that Indemnitor's reasonable defense costs (including attorney and expert fees) will be reimbursed in proportion to the determination of Indemnatee's fault.

10.1.3 CM shall indemnify, defend, and save harmless Indemnatee from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney's fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use on the Project by Indemnatee of the design or construction documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.

10.1.4 Nothing in this Agreement, including the provisions of this Article 10, shall constitute a waiver or limitation of any rights which Indemnatee may have under applicable law, including without limitation, the right to implied indemnity.

10.2 INSURANCE REQUIREMENTS

CM, at CM's sole cost and expense, shall insure its activities in connection with this Agreement and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under paragraph 10.2 shall not in any way limit the liability of CM.

10.2.1 Either Comprehensive Form General Liability Insurance (Contractual, products, and completed operations coverages included) with a combined single limit of no less than \$1,000,000 per occurrence, or Commercial-Form General Liability Insurance with coverage and minimum limits of liability as follows:

.1	Each Occurrence	\$1,000,000
.2	Products and Completed Operations (Aggregate)	\$2,000,000
.3	Personal and Advertising Injury	\$1,000,000
.4	General Aggregate	\$2,000,000

10.2.2 Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1,000,000 per accident.

10.2.3 Professional Liability Insurance, with minimum limits of liability as follows:

.1	Each Occurrence	\$1,000,000
.2	Aggregate	\$2,000,000

10.2.4 If the above insurance (subparagraphs 10.2.1 and 10.2.3) is written on a claims-made basis, it shall be maintained continuously for a period of no less than 3 years after the date of Final Payment on this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation coverage for professional services as called for in this Agreement. Insurance required by subparagraphs 10.2.1-10.2.3 shall be (i) issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's) or (ii) guaranteed, under terms consented to by the District (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

10.2.5 Workers' Compensation as required and under the Workers' Compensation Insurance and Safety Act of the State of California, as amended from time to time. Insurance required by this subparagraph 10.2.5 shall be issued by companies (i) that have a Best rating of B+ or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's); or (ii) that are acceptable to the District.

10.2.6 CM, upon execution of this Agreement, shall furnish District with Certificate of Insurance evidencing compliance with this Article 10, including the following requirements:

- .1 CM shall have the insurance company complete District's form, Certificate of Insurance. It alone constitutes evidence of insurance.
- .2 Provide that coverage cannot be canceled without 10 days advance written notice to District.
- .3 If insurance policies are canceled for non-payment, District reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against CM.

.4 The General Liability Insurance policy and the Business Automobile Liability Insurance policy shall name The District as an Additional Insured. As respects Professional Liability include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage.

.5 All insurance policies shall apply to the negligent acts, or omissions of CM, its officers, agents, employees, and for CM's legal responsibility for the negligent acts or omissions of its consultants and anyone directly or indirectly under the control, supervision, or employ of CM or CM's consultants.

10.2.7 The District shall provide Builder's Risk Insurance for the project.

ARTICLE 11

STATUTORY REQUIREMENTS

A. NONDISCRIMINATION

In connection with the performance of CM pursuant to this Agreement, CM will not willfully discriminate against any employee or qualified applicant for employment because of race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by The Regents' policy). CM will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law). This equal treatment shall apply, but shall not be limited to, the following: upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

B. PREVAILING WAGE RATES

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors. For purposes of this Article, workers employed by CM who are engaged in "general conditions" services shall not be subject to prevailing wage requirements, including paragraphs 11B, 11C, 11D, and 11E.

2. CM shall comply and shall ensure that all subcontractors comply with Section 1770, and the applicable sections that follow, including Section 1775 of the State of California Labor Code. References to "Covered Services" hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the State of California Department of Industrial Relations.

3. The State of California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at District's principal facility office and will be made available to any interested party upon request. By this reference, such schedule is made part of this Agreement. CM shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by CM in the execution of the Covered Services hereunder. CM shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors shall pay not less than the prevailing wage rates to all workers employed by such subcontractor in the execution of the Covered Services hereunder. CM shall forfeit to District, as a penalty, not more than \$50 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the

Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by CM or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the CM fee. CM shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

4. The District is obligated to meet certain contract compliance reporting requirements, and CM shall support and coordinate District's efforts in this endeavor.

C. PAYROLL RECORDS

1. CM and all subcontractors shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by CM or subcontractors keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of CM on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.

b. A certified copy of all payroll records shall be made available for inspection upon request to District, the State of California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State of California Division of Industrial Relations.

c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of CM or subcontractors. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by District shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of CM awarded the Agreement or performing the Agreement shall not be marked or obliterated.

2. CM shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request. CM shall inform District of the location of such payroll records for the written authorization, including the street address, city, and county; and CM shall, within 5 working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph or with the State of California Labor Code Section 1776, CM shall have 10 days in which to comply following receipt of notice specifying in what respects CM must comply. Should noncompliance still be evident after the 10-day period, CM shall forfeit to District, as a penalty, \$25 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the CM fee.

D. APPRENTICES

1. Only apprentices, as defined in the State of California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by CM and subcontractors as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training.

2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.

3. When CM or subcontractors employ workers in any apprenticeship craft or trade for the Covered Services hereunder, CM or subcontractors shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, for a certificate approving CM or subcontractors under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeyworkers who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work, except as permitted by law. CM or subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeyworkers fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

4. "Apprenticeship craft or trade," as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

5. If CM or subcontractors employ journeyworkers or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the State of California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, CM and subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journeyworkers or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. CM may include the amount of such contributions in computing its compensation under the Agreement; but if CM fails to do so, it shall not be entitled to any additional compensation therefore from District.

6. In the event CM willfully fails to comply with this Paragraph 11D, it will be considered in violation of the requirements of the Agreement.

7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by CM or subcontractors of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

E. WORK DAY

1. CM shall not permit any worker providing Covered Services to labor more than 8 hours during any 1 day or more than 40 hours during any 1 calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. CM shall forfeit to District, as a penalty, \$25 for each worker employed in the execution of this Agreement by CM, or any subcontractors or subconsultant, for each day during which such worker is required or permitted to work providing Covered Services more than 8 hours in any 1 day and 40 hours in any 1 calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. CM and each subcontractor or subconsultant shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed under this Agreement, which record shall be kept open at all reasonable hours to the inspection of District, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

ARTICLE 12

EXTENT OF AGREEMENT

12.1 AUTHORITY OF AGREEMENT

12.1.1 This Agreement represents the entire and integrated agreement between District and CM and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both District and CM.

12.2 EXHIBITS

12.2.1 This Agreement includes the following exhibit attached hereto:

Exhibit A: (Attached)

12.3 THIRD-PARTY BENEFICIARIES

12.3.1 Nothing contained in this Agreement is intended to make the construction Contractor or any construction Subcontractor (regardless of tier), any employee or agent of the construction Contractor or any Subcontractor or any person, including Design Professional, any consultant of Design Professional (regardless of tier), a third-party beneficiary of any obligations between District and CM.

ARTICLE 13

FEDERAL AND STATE GRANTS

In the event that a federal or state grant or other federal or state financing is used in the funding of this Project, CM shall permit the funding agency or its designee access to, and grant the funding agency the right to examine documents covering the services performed under this Agreement. CM shall comply with applicable federal or state agency requirements including, but not limited to, the requirements regarding hours, overtime compensation, nondiscrimination, and contingent fees.

ARTICLE 14

NOTICES

14.1 DISTRICT

Any notice may be served upon District by delivering it, in writing, to District at the address set forth on the last page of this Agreement, or by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to District at the aforementioned or by sending a facsimile of the notice to District's facsimile number set forth on the last page of this Agreement. Notice is effective only if and when it is actually received.

14.2 CONSTRUCTION MANAGER

Any notice may be served upon CM by delivering it, in writing, to CM at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice

addressed to CM at the aforementioned address, or by sending facsimile of the notice to CM's facsimile number set forth on the last page of this Agreement. Notice is effective only if and when it is actually received.

ARTICLE 15

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon District and CM and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by CM without the prior written consent and approval of District.

ARTICLE 16

TERMINATION OF AGREEMENT

16.1 DISTRICT-INITIATED TERMINATION

16.1.1 If CM has failed to perform in accordance with the terms and conditions of this Agreement, District may terminate all or part of the Agreement for cause. This termination shall be effective if CM does not cure its failure to perform within 30 days (or more, if authorized in writing by District) after receipt of a notice of intention to terminate from District specifying the failure in performance. If a termination for cause does occur, District will have the right to withhold monies otherwise payable to CM until the Project is completed. If District incurs additional costs, expenses, or other damages due to the failure of CM to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to CM upon completion of the Project. If the costs, expenses, or other damages incurred by District exceeds the amount withheld, CM shall be liable to District for the difference, except that CM's total liability under this paragraph shall be limited to the CM fee specified in paragraph 5.1.1.

16.1.2 District may terminate this Agreement for convenience at any time upon written notice to CM, in which case District will pay CM in full for all services performed and all expenses, including shut down and demobilization 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 CM, and to authorized Reimbursable Expenses. No other compensation will be payable for anticipated profit on unperformed services.

16.2 CM-INITIATED TERMINATION

16.2.1 CM may terminate this Agreement for cause if District fails to cure a material default in performance within a period of 30 days, or such longer period as CM may allow, after receipt from CM of a written termination notice specifying the default in performance. In the event of termination for cause by CM, District will pay CM in accordance with subparagraph 16.1.2.

16.3 DOCUMENTS AND MATERIALS

16.3.1 In the event of Agreement termination by either party for any reason, District reserves the right to receive, and CM shall promptly provide to District, all documents and materials prepared by CM for the Project. In the event of termination, any dispute regarding the amount to be paid under Article 16 shall not derogate from the right of District to receive and use such documents or materials.

IN WITNESS WHEREOF, District and CONSTRUCTION MANAGER have executed this Agreement as of the date first written above (see Cover Page).

CONSTRUCTION MANAGER FIRM NAME: ProWest PCM, Inc., dba ProWest Constructors

By: Randy Craig, President
(Name) (Title)

(Signature) (Date)

CONSTRUCTION MANAGER FIRM ADDRESS: 22710 Palomar St.
Wildomar, CA 92595

CONSTRUCTION MANAGER TELEPHONE & FACSIMILE NUMBER: 951-678-1038 / 951-678-1034

EMPLOYER IDENTIFICATION NUMBER: 33-0647835 (Required)

DISTRICT: RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: James L. Buysse, Vice Chancellor, Administration & Finance
(Name) (Title)

(Signature) (Date)

DISTRICT ADDRESS: Riverside Community College District
4800 Magnolia Street
Riverside, CA 92506

DISTRICT TELEPHONE & FACSIMILE NUMBER: 951-222-8789
951-328-3588

Exhibit A
Construction Management Agreement
August 20, 2008
CM Scope of Services

Construction Phase

1. Chair and record regular biweekly progress meetings with the District, Architect and CM to make key decisions, resolve problems and maintain communication. Chair and record all Preconstruction meetings with all trade contractors and Special Inspectors. Chair and record special meetings such as prewaterproofing, prerooting, etc. Chair and record regular weekly prime trade contractor progress meetings between CM and all contractors. Chair and record regular weekly MEP coordination drawing meetings between CM and all above-ceiling contractors.
2. Provide direct supervision, coordination, scheduling and problem resolution for Prime Trade Contractors. This will include a full time on-site staff, complete with all associated general conditions.
3. Coordinate all Division 1 requirements.
4. Enforce Prime Trade Contractor contracts. Enforce scopes of work and contractor schedules.
5. Plan ahead to avoid problems. When problems arise, resolve them quickly. Research, analyze, record and recommend solutions for final decision by District.
6. Create a procurement schedule spreadsheet, which identifies all materials, equipment, 2nd tier suppliers and subcontractors, lead times, contacts, etc.
7. All budget and cost control. Produce a monthly budget control report which tracks budgets vs. contracts/change orders vs. payments vs. projected costs.
8. Request for Information (RFI), submittal and change order review, analysis and recommendation. Provide tracking reports and update biweekly.
9. Weekly quality control inspections and safety inspections.

10. Create and update the Critical Path Method construction schedule for the project. Communicate the schedule to all contractors. The schedule is to include submittal times and material lead times and will be reviewed and updated at regular meetings.
11. Produce formal, bound, monthly reports which summarize progress, finances, schedule and critical issues.
12. Coordinate soils testing and other special testing as required.
13. Coordinate all inspections with Inspector of Record (IOR).
14. Coordinate furniture, equipment and other owner furnished requirements with Prime Trade Contractors.
15. Review the safety programs of the Prime Trade Contractors and make appropriate recommendations to the District.
16. Observe the work of Prime Trade Contractors, review inspection reports and ensure necessary corrections are made.
17. Perform an above-ceiling punch list prior to closing ceiling areas. Record and distribute to all affected contractors. Manage completion of the outstanding items.
18. Assist Architect and the District in coordinating the checkout of utilities systems and equipment for readiness and assist in their initial start-up and testing by the Prime Trade Contractors.
19. Assist the team in coordination and installation of owner furnished items as required.
20. Secure substantial completion and District approval. Create a detailed punch list for completion by contractors.

Post Construction Phase

1. Manage completion of punch list. Secure warranties from contractors. Secure all final inspections. Prepare, for filing by the District, Notices of Final Completion for each contractor.

2. Make recommendations regarding final payments to contractors; obtain final lien releases from all subcontractors and suppliers; make recommendations for resolution of all change orders; make recommendations for payment of contractors after expiration of subcontractor lien period.
3. Secure all maintenance and operations manuals, along with all critical project data, neatly organize and bind into volumes and deliver to the District.
4. Assist with equipment installation and District move-in. Troubleshoot operating problems.

Warranty Phase – First Year

1. Assist the District with warranty work during first year of warranty period. Assist the District in the enforcement of warranty issues.

Fees

All fees are payable on a monthly basis.

Schedule

Mobilization and Construction to Substantial Completion – 17 months, beginning approximately March 1, 2009 and ending August 1, 2010.

Substantial Completion to Final Completion – 2 months, beginning approximately August 1, 2010 and ending October 1, 2010.

Preconstruction Phase and Bidding Phase Fee

The Preconstruction agreement (under separate contract) shall remain in place until such time as all Prime Trade Contracts have been bid and accepted by the Owner.

Construction and Substantial Completion Phase Fee

The fee for services during this phase will be a fixed fee of \$721,000. This fee will remain fixed regardless of future construction costs unless there is a major change in project scope. The construction phase timeframe from mobilization to substantial completion is estimated to be 17 months. If the duration of this phase exceeds 17 months through fault of the District, Design Professional or Contractors and through no fault of CM, compensation for any services provided during this extended period shall be adjusted to compensate CM for any additional costs reasonably incurred by CM as the result of such a delay, provided District has approved such adjustments in advance.

These extended services shall be approved in writing by the District. The fee will be billed as follows:

\$40,056 per month for 17 months
\$20,024 per month for the last 2 months (closeout)

It should be noted that the fees for services under the Preconstruction Agreement (under separate contract) may overlap the fees for the Construction Phase.

Warranty Phase Fee

Warranty services will be provided for 10 months at no additional charge.

General Conditions

CM general conditions costs shall be a fixed fee of \$1,333,000. This fee will remain fixed regardless of future construction costs unless there is a major change in project scope. A major change, defined as a 20% change in estimated cost, or size of Project Scope, will be subject to additional services. The construction phase timeframe from mobilization to substantial completion is estimated to be 17 months. If the duration of this phase exceeds 17 months through fault of the District, Design Professional or Contractors and through no fault of CM, compensation for any services provided during this extended period shall be adjusted to compensate CM for any additional costs reasonably incurred by CM as the result of such a delay, provided the District has approved such adjustments in advance. These extended services shall be approved in writing by the District. The fee will be billed as follows, beginning with construction mobilization onsite:

\$70,722 per month for 17 months
\$35,363 per month for the last 2 months (closeout)
\$60,000 for reimbursables

The following items are excluded from general conditions and will be paid directly by the District:

- .1 Temporary power usage
- .2 Temporary water usage
- .3 Survey (via professional services agreement)
- .4 Special Testing & Inspection (via professional services agreement)
- .5 Construction Cleanup, if required (sole source contract)

The following items are excluded from General Conditions and will be included in Bid Package Scopes of Work:

- .1 Temporary power and lights
- .2 Temporary water lines

- .3 Temporary phone lines
- .4 Temporary site protection and erosion control such as gravel, paving, sand bags, silt fence.

Insurance Fee

The fee for insurance shall be \$168,181. This fee will be billed at time of construction mobilization.

Insurance Provisions include:

CM and the District to be named as Additional Insureds on Prime Trade Contractor's policies.

Asbestos Prime Trade Contractors (PTC) contract scope (if required) to include added insurance requirements to protect CM and the District.

CM shall not be liable for the deductible portion of builder's insurance provided by the District through its self insured program. The District shall pay the deductible portion as required for verified CM losses on the jobsite. The Prime Trade Contractors shall be liable for the deductible portion of the Builder's Risk Insurance provided by the District through its self insured program.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: August 19, 2008

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

Background: On October 17, 2006, the Board of Trustee’s 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 Trustee’s approved thirty-two (32) construction 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 the Board of Trustee’s approval of Change Orders for changes throughout the Phase III-Norco/Industrial Technology Project for the following contractors: Versa Landscape (Amount \$11,225.51), D.F. Perez Construction (Amount \$13,998.30), and IAC Engineering (Amount \$31,071.16). Description of change order work is noted in the attached Change Order Summary.

To be funded from the Board approved project budget (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 Orders for the Phase III-Norco/Industrial Technology Project for Versa Landscape - \$11,225.51, D.F. Perez Construction - \$13,998.30, and IAC Engineering - \$31,071.16 and authorize the Director of Capital Planning to sign the Change Orders.

Irving G. Hendrick
Interim Chancellor

Prepared by: Rick Hernandez
Director, Capital Planning
Facilities Planning, Design and Construction

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

Riverside Community College District
Facilities, Planning, Design and Construction
Phase III-Norco/Industrial Technology Project
(Prepared Date: July 23, 2008)

CHANGE ORDER SUMMARY

Change Order: 1
Date: July, 23, 2008
Contractor: Versa Landscape, Inc. – Landscape and Irrigation

Approved Contract Amount:	\$107,850.00
Change Order Amount:	<u>\$11,225.51</u>
Revised Contract Sum:	\$119,075.51

Change Order Description:
The work consists of relocating main irrigation lines and sprinkler heads on the project site.

Change Order: 1
Date: July, 23, 2008
Contractor: D.F. Perez Construction, Inc. – Cast-in-Place Concrete and Reinforcing

Approved Contract Amount:	\$1,039,637.00
Change Order Amount:	<u>\$13,998.30</u>
Revised Contract Sum:	\$1,053,635.30

Change Order Description:
The work consists of removing and re-compacting soil, installing additional steel rebar and preparing footings for concrete pours as required by DSA Inspector.

Change Order: 1
Date: July, 23, 2008
Contractor: IAC Engineering – Earthwork and Site Demolition

Approved Contract Amount:	\$569,000.00
Change Order Amount:	<u>\$31,071.16</u>
Revised Contract Sum:	\$600,071.16

Change Order Description:
The work consists of providing additional excavation, access ramping and compaction grouting to reach required engineering design criteria as required by DSA Inspector.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: August 19, 2008

Subject: Riverside Nursing/Sciences Building Project – Construction Management Agreement – ProWest Constructors, Inc.

Background: On June 20, 2006, the Board of Trustees approved a short list of Construction Management firms to assist Riverside Community College District in managing and executing construction projects. ProWest Constructors, Inc. was one of the firms approved for hire.

Staff is requesting approval to enter into the attached agreement with ProWest Constructors, Inc. to provide construction management services for the Riverside Nursing/Sciences Building Project. Services under this agreement would include coordination and review of all project documentation, during the preconstruction phase including preparation of bid documents.

The total fixed fee for construction management services during the preconstruction phase is \$450,000, including \$27,000 in reimbursable expenses.

To be funded by the Board approved project budget (State Construction Act Funds – Resource 4100 and District Measure “C” funds – Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with ProWest Constructors, Inc. in the amount of \$450,000 and authorize the Vice Chancellor, Administration and Finance, to sign the agreement with the provision that the Vice Chancellor, Administration and Finance, may extend the end date of the agreement without additional compensation.

Irving G. Hendrick
Interim Chancellor

Prepared by: Rick Hernandez
Director, Capital Planning
Facilities Planning, Design and Construction

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

AGREEMENT BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

PROWEST CONSTRUCTORS, INC.

THIS AGREEMENT is made and entered into on the 20th day of August, 2008, by and between PROWEST CONSTRUCTORS, INC. 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, Riverside City Campus.
3. The services rendered by the Consultant are subject to review by the Director of Capital Planning or his designee.
4. The term of this agreement shall be from August 20, 2008, to the estimated completion date of August 31, 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 Consultant.
5. Payment in consideration of this agreement shall not exceed \$450,000 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 Director of Capital Planning, 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 Director of Capital Planning.
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, medical condition, disability, marital status, sex, age or sexual orientation. Consultant understands that harassment of any student or employee with regard to race, religion, 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.

ProWest Constructors

Riverside Community College District

Randy Craig
President
22710 Palomar St.
Wildomar, CA 92595

James L. Buysse
Vice Chancellor
Administration and Finance

Date: _____

Date: _____

Exhibit I

Scope of Services

A. Preconstruction Phase

1. Develop a Total Project Schedule Control System using the Critical Path Method (CPM) of scheduling using Microsoft Project. The schedule shall treat the phases of the work and the responsibilities of the participants separately for each component of the project. The schedule will be able to be reviewed either by a time-scaled bar chart or as a summary bar chart identifying major milestones. This schedule will include all Preconstruction activities and will be updated every two weeks and issued at biweekly meetings.
2. Provide cost estimates at 75% CD and 100% CD. Reconcile these estimates with Architect's estimates. Compare estimates with project budget. Recommend design modifications to keep project within budget.
3. Participate in Value Engineering session at 75% CD. Adjust cost estimates as required.
4. Research existing site conditions and utilities. Discuss same with District Facilities personnel. Photo document all existing conditions and provide organized book to all team members.
5. Perform quality control review of the drawings and specifications throughout the design phase in order to reduce errors and omissions, in an effort to minimize change orders during construction. These QC reviews will include constructability analyses. Organize and publish a detailed QC report. Assist Architect with coordination between disciplines.
6. Detailed review of Mechanical, Electrical and Plumbing drawings and calculations to assist in compliance with District requirements.
7. Coordinate the requirements of District's plant, operation and maintenance personnel with Architect and their engineering consultants.
8. Establish a bidding strategy commensurate with District's desire for risk. Identify, contract and procure long lead items. Create early bid packages if approved by District.
9. If approved by District, coordinate the requirements for Fast Track construction with Architect and District. Maintain efficient communication between all project team members.
10. Assist District with proformas, cash flows and feasibility studies.

11. Chair and record biweekly progress meetings between Architect, Consultant and District. Enhance project communication regarding Time, Cost and Quality.
12. Provide liaison with Prime Trade Contractors, Subcontractors and Suppliers.
13. Manage the Architect and its design team in meeting the design schedule.
14. Prepare a detailed site logistics plan to be incorporated into the bid documents.

B. Bidding Phase

1. Create detailed scopes of work for bidding. Recommend appropriate subdivisions of work into discrete bid packages. Stagger bid dates as required for Fast Track (if approved by District).
2. Create all bidding and contract documents, including Division 0 and 1. Incorporate specific District bidding requirements into the documents. Specify unit prices, alternates, quantities, bonding and insurance requirements.
3. Create a detailed construction schedule to be included as part of the bid packages. Organize the schedule to exactly match the bid packages. Contractually bind the contractors to the schedule.
4. Contact large numbers of contractors to bid on each package. Secure a minimum of 3 complete and competitive bids for each bid package.
5. Receive and resolve all bid questions. Coordinate with Architect for responses.
6. Review bids in detail. Clarify scopes of work, exclusions, etc. Get complete bids which match Consultant's scopes of work. Review all bids with District. Make recommendations for selection based on lowest, responsible and most complete bids. Provide a cost spreadsheet which compares the cost estimate to the lowest responsible bids.
7. Draft contracts, with letters of selection for signature by District.
8. Review signed contracts, bonds, insurance certificates and schedules of values. Draft notices to proceed for signature by District.

C. Fees

All fees are payable on a monthly basis.

1. Schedule

Preconstruction and Bidding Phase – 9 months, beginning October 1, 2008 and ending June 30, 2009.

2. Preconstruction Phase and Bidding Phase Fee

The fee for services during these phases shall be a fixed fee of \$450,000, including \$27,000 for reimbursables. This fee will remain fixed regardless of future construction costs unless there is major change in project scope. A major change, defined as 20% change in estimated cost, or size of Project Scope, will be subject to additional services. The preconstruction and bidding phase timeframe is estimated to be 9 months through the fault of District, Architect or Prime Trade Contractors and through no fault of Consultant, compensation for any services provided during the extended period shall be adjusted to compensate Consultant for any additional costs reasonably incurred by Consultant as the result of such delay, provide District has approved such adjustments in advance. These extended services shall be approved in writing by District. The fee will be billed as follows:

\$47,000 per month for 9 months
\$27,000 for reimbursable expenses

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: August 19, 2008

Subject: Bradshaw Emergency Electrical Service Repair Project – Budget Approval -
Resolution No. 2-08/09

Background: During the construction of the Riverside City Campus Kitchen Project, it was discovered that the electrical distribution panel that serves the Bradshaw building is in an unsafe and dangerous condition. Since the building was constructed forty years ago, the panel has been reworked and rewired several times. The electrical load the panel services exceeds the current Uniform Building Code (UBC) and the National Electrical Code (NEC). After review by two electrical engineers and a Division of State Architect (DSA) inspector it has been determined that the panel should be replaced and an additional new panel should be installed in order to eliminate the potential of injury and fire hazard and to meet current building code requirements. As permitted under Public Contract Code (PCC) 20654, the District may authorize the initiation of emergency repairs. PCC reads as follows:

20654. (a) In an emergency when any repairs, alterations, work, or improvement is necessary to any facility of the college, or to permit the continuance of existing college classes, or to avoid danger to life or property, the board by unanimous vote, with the approval of the county superintendent of schools, may do either of the following:

- 1) Make a contract in writing or otherwise on behalf of the district for the performance of labor and furnishing of materials or supplies for the purpose without advertising for bids.
- 2) Notwithstanding Section 20655, authorize the use of day labor or force account for the purpose.

Staff is now requesting that Board declare that an emergency exists for the repair and replacement of the electrical service for the Bradshaw building, and that the Board approve funding for the Bradshaw Emergency Electrical Service Repair Project in an amount not to exceed \$500,000 to cover the cost of preparing plans and specifications and to complete the work. Additionally, it is requested that the Board approve the attached Resolution No. 2-08/09 authorizing the emergency repairs.

To be funded from Measure “C” funds (Resource 4160)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: August 19, 2008

Subject: Bradshaw Emergency Electrical Service Repair Project – Budget Approval -
Resolution No. 2-08/09 (continued)

Recommended Action: It is recommended that the Board of Trustees declare that an emergency exists for the repair and replacement of the electrical service for the Bradshaw building and that the Board of Trustees approve funding for the Bradshaw Emergency Electrical Service Repair Project in amount not to exceed \$500,000 and authorize the use of Measure “C” funds for the project, and that the Board approve Board Resolution No. 2-08/09 authorizing the Bradshaw Emergency Electrical Repairs.

Irving G. Hendrick
Interim Chancellor

Prepared by: Rick Hernandez
Director, Capital Planning
Facilities Planning, Design and Construction

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT

Resolution No. 2-08/09

Resolution of the Board of Trustees of the Riverside Community College District
Authorizing Emergency Repairs to the Bradshaw Building Electrical Service

WHEREAS, Riverside Community College District (RCCD) is the owner of the Bradshaw Building on the Riverside City Campus.

WHEREAS, Riverside Community College District discovered that the electrical service in the Bradshaw Building was in a dangerous and unsafe condition.

WHEREAS, the Board of Trustees of the Riverside Community College District has determined that the above condition constitutes a danger to life and property; and

WHEREAS, Public Contract Code Section 20654 (a) (1) authorizes community colleges, with the approval of the County Superintendent of Schools, to make a contract on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids in the event of an emergency in order to avoid danger to life and property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Riverside Community College District as follows:

Section 1: The Board of Trustees of the Riverside Community College District hereby declares that a danger to life and property exists at the Bradshaw Building on the Riverside City Campus.

Section 2: The Vice Chancellor, Administration and Finance of Riverside Community College District, or designee, is authorized to seek the approval of the Riverside County Superintendent of Schools to make the necessary contracts to avoid danger to life and property from this condition without advertising or inviting bids.

This is an exact copy of the resolution
Adopted by the governing board at
a regular meeting on August 19, 2008.

Clerk or Authorized Agent

RIVERSIDE COMMUNITY COLLEGE DISTRICT
RESOURCES COMMITTEE

Report No.: VI-B-6

Date: August 19, 2008

Subject: Quadrangle Modernization Project – Change Order No. 8

Background: On November 15, 2005, the Board of Trustees awarded a contract to ASR Constructors, Inc for the modernization and construction of the Quadrangle Building located at the Riverside City Campus. The Board has previously approved Change Orders Nos. 1, 2, 3, 4, 5, 6 & 7 bringing the total project award to \$16,124,665.

Staff is now requesting Board of Trustees approval of Change Order No. 8 for changes throughout the Quadrangle Modernization Project (description of change order work is noted in the attached Change Order Summary) totaling \$185,754. Additionally, staff is requesting Board of Trustees approval of Measure “C” funding in the amount of \$185,754 to fund Change Order No. 8.

To be funded from District Measure “C” funds (Resources 4160).

Recommended Action: It is recommended that the Board of Trustees approve Change Order No. 8 for the Quadrangle Modernization Project in the amount of \$185,754, approve funding in the amount of \$185,754 in Measure “C” funds and authorize the Director of Capital Planning to sign the Change Order.

Irving G. Hendrick
Interim Chancellor

Prepared by: Rick Hernandez
Director, Capital Planning
Facilities Planning, Design and Construction

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

Riverside Community College District
Facilities, Planning, Design and Construction
Quadrangle Modernization Project
(Prepared Date: July 30, 2008)

CHANGE ORDER SUMMARY

Change Order: 8
Date: July, 30, 2008
Contractor: ASR Constructors
Architect: Steinberg Architects

Approved Contract Amount:	\$16,124,665.00
Change Order Amount:	<u>\$185,754.00</u>
Revised Contract Sum:	\$16,310,419.00

Change Order Description:

<u>Item No.</u>	<u>Description</u>
COR 02R	Asbestos abatement of floor tile in photo area COST: \$5,405
COR 6	Asbestos abatement at piping insulation COST: \$2,232
COR 13R	Asbestos abatement of floor tile in gallery COST: \$5,568
: COR 95	Provide leader heads & downspouts/PR19. COST: \$6,045
COR 133	Doors & frames additions COST: \$14,650
COR 138	Framing & drywall modifications work/PR 35 COST: \$19,386
COR 140	Provide lighting and electrical/PR53 COST: \$5,674
COR 142	Provide Lecture Hall shade control/PR 48 COST: \$15,314
COR 144	Office 239D Fire Rating/PR 49 COST: \$557
COR 145	Added drywall and framing in room 144/PR 49 & 53 COST: \$1,130
COR 146	Make up water for new HVAC/basement COST: \$ 3,986

COR 147	Drywall for added door at room 218C/PR 33 COST: \$254
COR 148	Taping & Texturing for added fire extinguisher cabinets in basement COST: \$442
COR 153	Upgrade schedule 200 with 40 irr/lines/PR # 52 COST: \$4,077
COR 155	Add power for security phones and FACP conduiting/PR 58 COST: \$18,002
COR 157	Relocate detector to new louver/PR 57 COST: \$2,036
COR 158	Power extension for lecture hall projector COST: \$806
COR 160	Projector/Screen changes/PR 36 COST: \$4,924
COR 162	Add Electric/PR 61 COST: \$7,386
COR 163	Power for abandoned outlets in room 15/PR 62 COST: \$2,471
COR 165	Added electric for new lighting and modified hall lighting/PR 65 COST: \$18,925
COR 167	Elevator flooring charge/PR 51 COST: \$991
COR 169	Change toilet room # 142 A Flooring COST: \$375
COR 171	Basement corridor fire rating upgrade COST: \$7,263
COR 172	Add track & studs at corner of clock tower COST: \$1,012
COR 173	Framing/PR 36.1 COST: \$2,889
COR 174	Added drywall at projector & mezzanine COST: \$1,335
COR 175	Added framing and a gyp board work in rooms 16, 214, 207 & 208B COST: \$1,262
COR 176	RFI # 202/elevator sill changes COST: \$3,748
COR 177	Change fabric; add panels for lecture hall acoustic COST: \$6,038

COR 178	Weather proof door A-14-V/PR 66 COST: \$656
COR 179	Added electric/PR 67 COST: \$8,537
COR 180	Added electrical/PR 61.1 COST: \$1,716
COR 181	Hardware changes/PR 54 COST: \$14,818
COR 182	Threshold size increase changes COST: \$363
COR 183	Door 208A added/PR 23 COST: \$991
COR 184	Remove non-required basement conduit. COST: \$8,484
COR 185	Transformer credit COST: <\$10,284>
COR 186	Add condensate pumps from moving basement HVAC units COST: \$1,740
COR 201	Elevator operator for furniture placement COST: \$2,303
COR 203	Credit for deletion of COR 180 COST: <\$1,716>
COR 004	Adding PRV valves to water system COST: \$10,139
COR 005	Delete casework/PR 27 COST: <\$300>
COR 007	Delete IT cable provided by District COST: <\$10,610>
COR 008	Credit course of construction power usage cost COST: <\$2,500>
COR 009	Credit TV brackets installation COST: <\$1,500>
COR 010	Credit fire alarm dialer COST: <\$1,266>
Total C.O. # 8	\$185,754

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
PLANNING COMMITTEE
August 12, 2008–7:15 p.m.
Student Services 101, Moreno Valley Campus

Committee Members: Janet Green, Committee Chairperson
Mark Takano, Vice Chairperson
Ray Maghroori, Vice Chancellor, Academic Affairs
Kristina Kauffman, Associate Vice Chancellor, Institutional
Effectiveness
Doug Beckstrom, Academic Senate Representative,
(Moreno Valley Campus)
Lee Nelson, Academic Senate Representative (Riverside)
Tom Wagner, Academic Senate Representative
(Norco Campus)
Yajaira Tiscareño, ASRCC Student Representative
Gail Zwart, CTA Representative (Norco)
Ginny Haguewood, CSEA Representative (Riverside)
Gustavo Segura, CSEA Representative (Moreno Valley)

AGENDA

VI. Board Committee Reports

C. Planning

1. Norco Student Support Center Project – Project/Budget Approval
- The Committee to review the final design and final project budget for the
Norco Student Support Center.

Adjourn

Prepared by: Naomi Foley
Administrative Assistant
Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT
PLANNING COMMITTEE

Report No.: VI-C-1

Date: August 19, 2008

Subject: Norco Student Support Center Project – Project/Budget Approval

Background: On November 21, 2006, the Board approved the Planning, Design and Construction of the Norco Student Support Center Project.

On February 20, 2007 the Board approved an agreement with Harley Ellis Devereaux (HED) to work with the campus and District staff to prepare program plans, including a Final Project Proposal (FPP), detailed plans, specifications and working drawings for the Norco Student Support Center.

Staff is now requesting Board approval of the final design for the Norco Student Support Center Project. Additionally staff is requesting approval of a final project budget for the Norco Student Support Center Project in the amount of \$19,994,500.

To be funded by the District Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board approve the final design for the Norco Student Support Center Project and approve the final project budget in the amount of \$19,994,500 using District Measure “C” funds.

Irving G. Hendrick
Interim Chancellor

Prepared by: Norm Godin
Vice President
Business Services (Norco)

Gaither Loewenstein
Vice President
Educational Services (Norco)

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
GOVERNANCE COMMITTEE MEETING
August 12, 2008 - 8:30 p.m.
Student Services 101, Moreno Valley Campus

Committee Members: Virginia Blumenthal, Committee Chairperson
José Medina, Vice Chairperson
Irving Hendrick, Interim Chancellor
Chris Carlson, Chief of Staff/Executive Assistant to the
Chancellor
Doug Beckstrom, Academic Senate Representative
(Moreno Valley Campus)
Richard Mahon, Academic Senate Representative
(Riverside)
Deborah Tompsett-Makin, Academic Senate Representative
(Norco)
Houtan Homaizad, ASRCC Student Representative
Karin Skiba, CTA Representative (Norco)
Gustavo Segura, CSEA Representative (Moreno Valley)
Jim Sutton, CSEA Representative (Norco)

AGENDA

VI. Board Committee Reports

D. Governance Committee

1. Revised Board Policies – First Reading
- The Committee to consider Board Policies submitted for first reading.
2. Periodic Report on Riverside Community College District Organization
- The Committee will receive an information report (forthcoming).
3. Comments from the public.

Adjourn

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: August 19, 2008

Subject: Revised Board Policies – First Reading

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

Board of Trustees

Policy 2010 – Board Membership. Updates and replaces, in part, current Policy 1010 – Legal Authority and Organization.

Policy 2015 – Student Trustee. Updates and replaces current Policy 1016 – Student Member of Governing Board.

Policy 2100 – Board Elections. Updates and replaces current Policy 1015 – Elections and Terms of Members.

Policy 2110 – Vacancies on the Board. This is a new policy for the District.

Policy 2210 – Officers. This is a new policy for the District.

Policy 2220 – Committees of the Board. This replaces, in part, current Policy 1011 – Board of Trustees Committee Bylaws.

Policy 2305 – Annual Organizational Meeting. This replaces, in part, current Regulation 1010 – Legal Authority and Organization.

Policy 2310 – Regular Meetings of the Board. This is a new policy for the District.

Policy 2315 – Closed Sessions. This replaces, in part, current Regulation 1010 – Legal Authority and Organization.

Policy 2320 – Special, Emergency and Adjourned Meetings. This is a new policy for the District.

Policy 2330 – Quorum and Voting. This replaces, in part, current Regulation 1010 Legal Authority and Organization.

Policy 2340 – Agendas. This replaces, in part, current Regulation 1010 Legal Authority and Organization.

Policy 2355 – Decorum at Board Meetings. This is a new policy for the District.

Policy 2360 – Minutes. This is a new policy for the District.

Policy 2365 – Recording. This is a new policy for the District.

Policy 2432 – Chancellor Succession. This is a new policy for the District.

Policy 2610 – Presentation of Initial Collective Bargaining Proposals. This is a new policy for the District.

Policy 2716 – Political Activity. This is a new policy for the District.

Policy 2717 – Personal Use of Public Resources. This is a new policy for the District.

Policy 2720 – Communications Among Board Members. This is a new policy for the District.

Policy 2730 – Health and Welfare Benefits. This is a new policy for the District.

Policy 2735 – Board Member Travel. This is a new policy for the District.

Policy 2745 – Board Self-Evaluation - This policy was originally approved by the Board in May of 2007 as part of the accreditation preparation. The change indicates that the Board will conduct a self-assessment at least annually, instead of quarterly as the original document stated.

RIVERSIDE COMMUNITY COLLEGE DISTRICT
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: August 19, 2008

Subject: Revised Board Policies – First Reading – Continued

Academic Affairs

Policy 4050 – Articulation – This policy was also originally approved by the Board in May of 2007. The main change reflects an update in terminology currently used among community colleges, the area high schools, and ROP's.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Policies 2010, 2015, 2100, 2110, 2210, 2220, 2305, 2310, 2315, 2320, 2330, 2340, 2355, 2360, 2365, 2432, 2610, 2716, 2717, 2720, 2730, 2735, 2745 and 4050.

Irving Hendrick
Interim Chancellor

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

Riverside Community College District Policy

No. 2010
Board of Trustees
DRAFT

BP 2010 BOARD MEMBERSHIP

References:

Education Code Sections 72023, 72103, and 72104

❖ **From current RCCD Policy 1010 titled Legal Authority and Organization**

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

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

❖ **From current RCCD Policy 1010 titled Legal Authority and Organization**

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

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

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

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

***NOTE:** The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **regular type** is from current Riverside Community College District Policy 1010 titled Legal Authority and Organization adopted in July 1964 and amended on the following dates: May 7, 1975, November 6, 1984, May 16, 1995, and May 17, 2005.*

Date Adopted:

(Replaces current Riverside CCD Policy 1010)

Riverside Community College District Policy

No. 2015

Board of Trustees
DRAFT

BP 2015 STUDENT *TRUSTEE*

References:

Education Code Sections 72023.5 and 72103

The Board of Trustees shall include *one* non-voting student *trustee*. The term of office shall be one year commencing *the first day after the end of the spring semester*.

The student *trustee* shall be a resident of California at the time of nomination, and during the term of service, and shall be enrolled in and maintain a minimum of five (5) semester units in the District at the time of nomination and throughout the term of service. The student shall maintain a 2.0 GPA throughout their term on the Board. The student *trustee* is not required to give up employment with the District.

The student *trustee* shall be seated with the Board of Trustees and shall be recognized as a full member of the Board at meetings. Except for closed sessions, the student *trustee* is entitled to participate in discussion of issues and receive all materials presented to members of the Board of Trustees. The student *trustee* shall be entitled to any mileage allowance necessary to attend Board Meetings to the same extent as publicly elected Board members.

~~❖ From current RCCD Policy 1016/6016 titled Student Member of Governing Board~~

~~A nonvoting student member shall be seated with the members of the governing board and shall be recognized as a full member, having all the rights and privileges extended to and responsibilities of other members except that the student member shall not have the right to vote on any matters before the governing board nor shall the student member have the right to attend those meetings which are defined as closed or special sessions of the Governing Board.~~

NOTE: The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **regular type** is from current Riverside Community College District Policy 1016/6016 titled Student Member of Governing Board adopted on March 20, 1979 and amended on March 7, 1989.

Date Adopted:

(Replaces current Riverside CCD Policy
1016/6016)

Riverside Community College District Policy

No. 2100

Board of Trustees
DRAFT

BP 2100 BOARD ELECTIONS

References:

Education Code Sections 5000 et seq.

❖ **From current RCCD Policy 1015 titled Election and Terms of Members Policy**

The Board of Trustees for the Riverside Community College District consists of five members elected at large. ~~for terms of four years.~~ Eligibility requirements, dates of elections and methods of dealing with vacancies are set forth in the **procedures** regulations.

The term of office of each Board member shall be four years, commencing on *the first Friday in December* following the election. Elections shall be held every two years, in *even* numbered years. Terms of Board of Trustees members are staggered so that, as nearly as practical, one half of the Board members shall be elected at each Board member election.

NOTE: The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **regular type** is from current Riverside Community College District Policy 1015 titled *Election and Terms of Members Policy* adopted in July 1964 and amended on the following dates: May 7, 1975, November 20, 1979, November 6, 1984, and November 20, 1995.

Date Adopted:

(Replaces current Riverside CCD Policy 1015)

Riverside Community College District Policy

No. 2110

**Board of Trustees
DRAFT**

BP 2110 VACANCIES ON THE BOARD

References:

Education Code Sections 5090 et seq.;
Government Code Section 1770

Vacancies on the Board of Trustees may be caused by any of the events specified in Government Code Section 1770 or any applicable provision in the Elections Code, or by a failure to elect. Resignations from the Board of Trustees shall be governed by Education Code 5090.

Within sixty (60) days of the vacancy or filing of a deferred resignation, the Board of Trustees shall either order an election or make a provisional appointment to fill the vacancy.

If an election is ordered, it shall be held on the next regular election date not less than 130 days after the occurrence of the vacancy.

If a provisional appointment is made, it shall be subject to the conditions in Education Code 5091. The person appointed to the position shall hold office only until the next regularly scheduled election for Board of Trustees members, when the election shall be held to fill the vacancy for the remainder of the unexpired term.

The provisional appointment will be made by a majority public vote of the Board of Trustees members at a public meeting.

NOTE: *The language in **bold type** is recommended by 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. 2210
Board of Trustees
DRAFT

BP 2210 OFFICERS

Reference:

Education Code Section 72000

At the annual organizational meeting, the Board of Trustees shall elect from among its members a President, Vice President and Secretary of the Board.

The terms of officers shall be for one year.

The Board of Trustees does not have an official system of rotation of officers; it elects the officers each year from among all its members.

***NOTE:** The language in **bold type** is recommended by 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. 2220

**Board of Trustees
DRAFT**

BP 2220 COMMITTEES OF THE BOARD

Reference:

Government Code Section 54952

The Board of Trustees may by action establish committees that it determines are necessary to assist the Board in its responsibilities. Any committee established by Board of Trustees action shall comply with the requirements of the Brown Act and with policies regarding open meetings.

Board committees that are composed solely of less than a quorum of members of the Board that are advisory, are not required to comply with the Brown Act, or with policies regarding open meetings unless they are standing committees.

❖ From current RCCD Policy 1011 titled Board of Trustees' Committee Bylaws

The Board of Trustees of the Riverside Community College District will hold regular committee meetings, **as set forth in Administrative Procedure 2220.**

NOTE: This policy is **legally advised**. The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **regular type** is from current Riverside Community College District Policy 1011 titled Board of Trustees' Committee Bylaws adopted on October 19, 1999.

Date Adopted:

(Replaces current Riverside CCD Policy 1011)

Riverside Community College District Policy

No. 2305
Board of Trustees
DRAFT

BP 2305 ANNUAL ORGANIZATIONAL MEETING

Reference:

Education Code Section 72000(c)(2)(A)

- ❖ **From current RCCD Regulation 1010 titled Legal Authority and Organization**

~~Meetings of the Board~~

~~A. Annual Organization Meeting~~

The Board of Trustees shall hold an annual organizational meeting to elect a President (Chair), a Vice President (Vice Chair) and a Secretary of the Board, from its members. In a year in which a regular election for Board Members is conducted, the meeting shall be held within 15 days after the elected Board member(s) take office. In years in which no regular election for Board Members is conducted, the meeting shall be held during the same 15-day period on the calendar. The Chancellor of the District shall serve as Secretary/**Clerk** to the Board. Appointments shall be made to various committees and associations as may be deemed appropriate by the Board at this meeting.

The Board shall also conduct any other business it deems necessary at the annual organizational meeting.

NOTE: *The language in **bold type** is recommended by 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)

BP 2310 REGULAR MEETINGS OF THE BOARD

References:

Education Code Section 72000(d);
Government Code Sections 54952.2, 54953 et seq., and 54961

Regular meetings of the Board of Trustees shall be held *within the geographical boundaries of the District.*

Agendas for each meeting will be posted 72 hours prior to the meeting and shall remain posted until the day and time of the meeting. All regular meetings of the Board of Trustees shall be held within the boundaries of the District except in cases where the Board is meeting with another local agency or is meeting with its attorney to discuss pending litigation if the attorney's office is outside the District.

All regular and special meetings of the Board of Trustees shall be open to the public, be accessible to persons with disabilities, and otherwise comply with Brown Act provisions, except as required or permitted by law.

NOTE: *The language in **bold type** is recommended by 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)

BP 2315 CLOSED SESSIONS

References:

Education Code Section 72122;
The Brown Act - Government Code Sections 54956.8, 54956.9, 54957,
54957.6;
and **Government Code Section** 11125.4

Closed sessions of the Board of Trustees shall only be held as permitted by applicable legal provisions including but not limited to the Brown Act, California Government Code and California Education Code. Matters discussed in closed session may include:

- **the appointment, employment, evaluation of performance, discipline or dismissal of a public employee;**
- **charges or complaints brought against a public employee by another person or employee, unless the accused public employee requests that the complaints or charges be heard in an open session. The employee shall be given at least twenty-four (24) hours written notice of the closed session.**
- **advice of counsel on pending litigation, as defined by law;**
- **consideration of tort liability claims as part of the District's membership in any joint powers agency formed for purposes of insurance pooling;**
- **real property transactions;**
- **threats to public security;**
- **review of the District's position regarding labor negotiations and giving instructions to the District's designated negotiator;**
- **discussion of student disciplinary action, with final action taken in public;**
- **conferring of honorary degrees;**
- **consideration of gifts from a donor who wishes to remain anonymous;**
- **to consider its response to a confidential final draft audit report from the Bureau of State Audits.**

The agenda for each regular or special meeting shall contain information regarding whether a closed session will be held and shall identify the topics to be discussed in any closed session in the manner required by law.

After any closed session, the Board of Trustees shall reconvene in open session before adjourning and shall announce any actions taken in closed session and the vote of every member present.

All matters discussed or disclosed during a lawfully held closed session and all notes, minutes, records or recordings made of such a closed session are confidential and shall remain confidential unless and until required to be disclosed by action of the Board of Trustees or by law.

❖ **From current RCCD Regulation 1010 titled Legal Authority and Organization**

G. Closed Sessions

~~The Board may hold closed sessions as follows:~~

- ~~1. With its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the District to grant authority to its negotiator regarding price and terms of payment. Prior to the closed session, the Board shall hold an open and public session in which it identifies the real property(ies) concerned and the person(s) with whom its negotiator may negotiate. (G.C. 54956.8)~~
- ~~2. Based on advice of its legal counsel to confer with, or receive advice from, its legal counsel regarding pending litigation when discussion in open session concerning these matters would prejudice the position of the District in the litigation. Prior to the closed session, the Board shall set forth on the agenda or publicly announce the statute that authorizes this session. (G.C. 54956.9)~~
- ~~3. With the Attorney General, District Attorney, Sheriff or Chief of Police, or their deputies, on matters posing a threat to the security of District's facilities or a threat to the public's right of access to District facilities, or from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session. (G.C. 54956.95)~~
- ~~4. With the District's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, and, for unrepresented employees, any other matter within the statutorily provided scope of representation. Such sessions shall be for the purpose of reviewing its position and instructing the District's designated representatives. Such sessions may take place prior to and during consultation and discussions with representatives of employee organizations and unrepresented employees. Such sessions with designated representatives regarding salaries, salary schedules, or compensation paid in the form of benefits may include discussion of the District's available funds and funding~~

~~priorities, but only insofar as these discussions relate to providing instructions to the designated representative. (G.C. 54957.6)~~

- ~~5. To consider the conferring of honorary degrees or to consider gifts from a donor who wants to remain anonymous. (E.C. 72122)~~

~~The Board shall, unless a request has been made by the student, parent or guardian, in case of a minor, hold closed sessions if the Board is considering the suspension of, or disciplinary action or any other action in connection with any student of the District, if a public hearing upon the question would lead to the giving out of information concerning students which would be in violation of state or federal law regarding the privacy of student records. (E.C. 72122)~~

NOTE: *The language in **bold type** is recommended by 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)

BP 2320 SPECIAL, EMERGENCY AND ADJOURNED MEETINGS

References:

Education Code Section 72129;
Government Code Sections 54956, 54956.5, and 54957

Special meetings may from time to time be called by the President of the Board of Trustees or by a majority of the members of the Board. Notice of such meetings shall be posted at least 24 hours before the time of the meeting, and shall be noticed in accordance with the Brown Act. No business other than that included in the notice may be transacted or discussed.

Emergency meetings may be called by the President of the Board when prompt action is needed because of actual or threatened disruption of public facilities under such circumstances as are permitted by the Brown Act, including work stoppage, crippling disasters, and other activity that severely impairs public health or safety.

No closed session shall be conducted during an emergency meeting, except as provided for in the Brown Act to discuss a dire emergency.

Meetings of the Board may be adjourned and re-adjourned at a later date.

The Chancellor shall be responsible to ensure that notice of such meetings is provided to the local news media as required by law.

NOTE: *The language in **bold type** is recommended by 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)

BP 2330 QUORUM AND VOTING

References:

Education Code Sections **70902(b)(13)**, 72000(d)(3), 81310 et seq., 81365, **81379**, **81430-81433**, **81470-81474**, **81510 and 81511**;
Government Code Section 53094;
Code of Civil Procedure Section 1245.240
Title 5, Section 58307

A quorum of the Board shall consist of a simple majority of the members.

All motions will be passed by majority vote of all the membership constituting the governing board, **except as noted below.**

No action shall be taken by secret ballot.

The following actions require a two-thirds majority vote of all members of the Board of Trustees:

- **Resolution of intention to sell or lease real property (except where a unanimous vote is required);**
- **Resolution of intention to dedicate or convey an easement;**
- **Action to declare the District exempt from the approval requirements of a planning commission or other local land use body;**
- Transfer of District funds from reserve for contingencies to any expenditure classification.
- Lease of District real property for a term not exceeding three months having a residence thereon, which cannot be developed for District purposes because of the unavailability of funds.
- Resolution of intention to exchange District real property for the real property of another person or private business.
- **Resolution to condemn real property.**
- As may be otherwise required by law.

The following actions require a unanimous vote of all members of the Board of Trustees:

- ***Resolution authorizing the sale***, exchange, grant or quitclaim **of** all or any interest in, or lease, to another public entity for a term not exceeding 99 years, of District real property not needed for classroom purposes.

- Sale of District personal property not needed for school purposes and the value of which does not exceed ~~\$5,000~~ \$2,500.
- Exchange of District real property to settle a dispute with adjacent owner of real property.
- **Resolution to enter into and be a party to a** community lease for the extraction and taking of gas, not associated with oil, from real property owned by the District and other parties.
- As may be otherwise required by law.

❖ **From current RCCD Regulation 1010 titled Legal Authority and Organization**

I. Quorum

~~Three members present will constitute a quorum for the transaction of business, except as otherwise provided **below** by Article I. J. below. (E.C. 72000)~~

~~J. Voting Requirements Other Than a Majority Vote~~

~~A two-thirds vote of all the membership constituting the Board is required with respect to the following:~~

- ~~1. Transfer of District Funds from reserve for contingencies to any expenditure classification. (C.C.R. 58307)~~
- ~~2. Declaration of intent to sell or lease District real property if public bidding procedure is required. (E.C. 81365)~~
- ~~3. Lease of District real property for a term not exceeding three months having a residence thereon, which cannot be developed for District purposes because of the unavailability of funds. (E.C. 81379)~~
- ~~4. Exchange of District real property for real property of another person. (E.C. 81471).~~
- ~~5. As may be otherwise required by law.~~

~~A unanimous vote of all the membership constituting the Board is required with respect to the following:~~

- ~~1. Sell, exchange, grant or quitclaim all or any interest in, or lease, to another public entity for a term not exceeding 99 years, District real property not needed for classroom purposes. (E.C. 81430, 81432)~~

- ~~2. Sale of District personal property not needed for school purposes and the value of which does not exceed \$2,500. (E.C. 81452)~~
- ~~3. Exchange of District real property to settle a dispute with adjacent owner of real property. (E.C. 81481)~~
- ~~4. Community Lease for the extraction and taking of gas, not associated with oil, from real property owned by District and other parties. (E.C. 81510, 81511).~~
- ~~5. As may be otherwise required by law.~~

NOTE: The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in regular type is from current Riverside Community College District Regulation 1010 titled Legal Authority and Organization approved on May 17, 2005. The language in **bold italic type** is provided by RCCD staff.

Date Adopted:

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

Riverside Community College District Policy

No. 2340

**Board of Trustees
DRAFT**

BP 2340 AGENDAS

References:

Education Code Sections 72121 and 72121.5;
Government Code Sections 6250 et seq. and 54954 et seq.

❖ **From current RCCD Regulation 1010 titled Legal Authority and Organization**

~~Agenda Posting; Action on Other Matters~~

At least 72 hours before a regular meeting, an agenda shall be posted containing a brief general description of each item of business to be transacted or discussed. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public. The agenda shall be prepared by the Chancellor of the District, or his designee, **in consultation with the Board of Trustees President**. ~~Proposed agenda items are to be submitted to the Chancellor of the District three weeks before the regular Board meetings.~~
(G.C. 54954.2)

No action or discussion shall be taken on any item not appearing on the posted agenda, except that Board Members may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, a Board Member, or District administrative personnel (Staff), may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a Board Member, or the Board, may provide a reference to Staff or other resources for factual information, request Staff to report back to the Board at a subsequent meeting concerning any matter or take action to direct Staff to place a matter, of business on a future agenda. (G.C. 54954.2)

Notwithstanding the foregoing, the Board may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any such item, the Board shall publicly identify the item. (G.C. 54954.2)

1. Upon a determination by a majority vote that an emergency situation exists as defined in **Administrative Procedure 2320**. ~~I.F. above.~~
2. Upon a determination by two-thirds vote, or if less than two-thirds of the Members are present, a unanimous vote of those Members present, that

there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted.

3. The item was posted as provided above for a prior meeting occurring not more than 5 calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

The order of business may be changed by consent of the Board.

The Chancellor shall establish administrative procedures that provide for public access to agenda information and reasonable annual fees for the service.

Members of the public may place matters directly related to the business of the District on an agenda for a Board meeting *in accordance with Administrative Procedure 2345 – Public and Employee Participation at Board Meetings*. The Board reserves the right to consider and take action in closed session on items submitted by members of the public as permitted or required by law.

NOTE: *The language in regular type is from current Riverside Community College District Regulation 1010 titled Legal Authority and Organization approved on May 17, 2005. The language in **bold type** is recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The language in **bold italic type** is provided by RCCD staff.*

Date Adopted:

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

Riverside Community College District Policy

No. 2355

**Board of Trustees
DRAFT**

BP 2355 DECORUM AT BOARD MEETINGS

References:

Education Code Section 72121.5;
Government Code Section 54954.3(b)

The following *situations that occur at any open, agendized meeting of the Board of Trustees* will be ruled out of order by the presiding officer:

- Remarks or discussion in public meetings on charges or complaints which the Board of Trustees has scheduled to consider in closed session;
- Profanity, obscenity, and other offensive language; and
- Physical violence and/or threats of physical violence directed towards any person or property.

In the event that any meeting is willfully interrupted by the actions of one or more persons so as to render the orderly conduct of the meeting unfeasible, the person(s) may be removed from the meeting room.

Speakers who engage in such conduct may be removed from the podium and denied the opportunity to speak to the Board of Trustees for the duration of the meeting.

Before removal, a warning and a request that the person(s) curtail the disruptive activity will be made by the President of the Board of Trustees. If the behavior continues, the person(s) may be removed by a vote of the Board of Trustees, based on a finding that the person is violating this policy, and that such activity is intentional and has substantially impaired the conduct of the meeting.

If order cannot be restored by the removal in accordance with these rules of individuals who are willfully interrupting the meeting, the Board of Trustees may order the meeting room cleared and may continue in session. The Board of Trustees shall only consider matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this rule.

NOTE: *The language in bold type is recommended by 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. 2360
Board of Trustees
DRAFT

BP 2360 MINUTES

References:

Education Code Section 72121(a);
Government Code Section 54957.5

The Chancellor shall cause minutes to be taken of all meetings of the Board of Trustees. The minutes shall record all actions taken by the Board of Trustees. The minutes shall be public records and shall be available to the public. If requested, the minutes shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

***NOTE:** The language in **bold type** is recommended by 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. 2365

**Board of Trustees
DRAFT**

BP 2365 RECORDING

References:

Education Code Section 72121(a);
Government Code Sections 54953.5 and 54953.6

If the Board of Trustees causes any tape or video recording of a meeting, the recording shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Sections 6250 et seq. The Chancellor is directed to enact administrative procedures to ensure that any such recordings are maintained for at least thirty days following the taping or recording.

Persons attending an open and public meeting of the Board of Trustees may, at their own expense, record the proceedings with an audio or video tape recording or a still or motion picture camera or may broadcast the proceedings. However, if the Board of Trustees finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Board to stop.

NOTE: *The language in **bold type** is recommended by 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. 2432

**Board of Trustees
DRAFT**

BP 2432 CHANCELLOR SUCCESSION

References:

Education Code Sections 70902(d) and 72400;
Title 5 Section 53021(b)

The Board of Trustees delegates authority to the Chancellor to appoint an acting Chancellor to serve in his or her absence for short periods of time, not to exceed *thirty (30) calendar days* at a time.

The Board of Trustees shall appoint an acting Chancellor for periods exceeding *thirty (30) calendar days*.

In the absence of the Chancellor and when an acting Chancellor has not been named, administrative responsibility *may be designated to one of the following positions*:

- ***Vice Chancellor, Academic Affairs***
- ***Vice Chancellor, Administration and Finance***
- ***Vice Chancellor, Student Services/Operations***

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

Date Adopted:

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

Riverside Community College District Policy

No. 2610

**Board of Trustees
DRAFT**

**BP 2610 PRESENTATION OF INITIAL COLLECTIVE BARGAINING
PROPOSALS**

Reference:

Government Code Section 3547

The Chancellor is directed to enact administrative procedures that assure compliance with the requirements of Government Code Section 3547 regarding the presentation to the Board of Trustees of initial proposals for collective bargaining.

Collective bargaining begins when either an exclusive representative or the District itself presents an initial proposal for consideration.

NOTE: *The language in **bold type** is recommended by 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. 2716
Board of Trustees
DRAFT

BP 2716 POLITICAL ACTIVITY

References:

Education Code Sections 7054 and 7056;
Government Code Section 8314

Members of the Board of Trustees shall not use District funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Board of Trustees.

Initiative or referendum measures may be drafted on an area of legitimate interest to the District. The Board of Trustees may by resolution express the Board's position on ballot measures. Public resources may be used only for informational efforts regarding ballot measures.

***NOTE:** The language in **bold type** is recommended by 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. 2717

**Board of Trustees
DRAFT**

BP 2717 PERSONAL USE OF PUBLIC RESOURCES

References:

Government Code Section 8314;
Penal Code Section 424

No Board of Trustees member shall use or permit others to use public resources, except that which is incidental and minimal, for personal purposes or any other purpose not authorized by law.

***NOTE:** The language in **bold type** is recommended by 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. 2720

**Board of Trustees
DRAFT**

BP 2720 COMMUNICATIONS AMONG BOARD MEMBERS

Reference:

Government Code Section 54952.2

Members of the Board of Trustees shall not communicate among themselves by the use of any form of communication (e.g., personal intermediaries, e-mail, or other technological device) in order to reach a collective concurrence regarding any item that is within the subject matter jurisdiction of the Board of Trustees.

NOTE: *The language in **bold type** is recommended by 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)

BP 2730 HEALTH AND WELFARE BENEFITS

Reference:

Government Code Section 53201

Members of the Board of Trustees shall be permitted to participate in the District's health and welfare benefits program, which includes medical, dental and life insurance. The District shall pay the premiums for said benefits as long as the individual is an active member of the Board.

Former members of the Board of Trustees may continue to participate in the District's health benefits programs upon leaving the Board if the following criteria are met: the member must have begun service on the Board of Trustees after January 1, 1981; the member must have been first elected to the Board before January 1, 1995; and the member must have served at least 12 years, and who agree to and do pay the full costs of the health benefits. All other former Board of Trustees members may continue to participate in the District's health benefits programs on a self-pay basis.

NOTE: The language in **bold type** is recommended by 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. 2735
Board of Trustees
DRAFT

BP 2735 BOARD MEMBER TRAVEL

Reference:

Education Code Section 72423

All Board members shall make every effort to attend state and local conferences and other activities specifically provided for Trustees, and shall notify the Chancellor's office of their intention to travel to said conferences/activities.

Travel expenses will be paid by the District whenever a Board member travels as a representative the Board and/or performs services directed by the Board.

Reimbursement for travel expenses shall be in accordance with Administrative Procedure 6900.

NOTE: *The language in **bold type** is recommended by 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)

BP 2745 BOARD SELF-EVALUATION

References:

Accreditation Standards IV.B.1.e and g

The Board of Trustees is committed to assessing its own performance as a Board in order to identify its strengths and areas in which it may improve its functioning.

As the District's elected body, the Board of Trustees recognizes that it has a fiduciary responsibility to meet the learning needs of those who might benefit from the District's programs in the communities it serves.

To that end, the Board of Trustees has established the following process:

To assess whether it is effective in meeting this fiduciary responsibility, the Board adopts a Board Effectiveness approach to guide its self-assessment process. The approach is grounded in four key principles:

- A. **Learner Centeredness:** The Board recognizes its fiduciary responsibility to meet learner needs and act in the interest of learners in the communities served by the District.
- B. **Continuous Assessment:** Particularly in terms of rapid change, organizations must continuously assess their effectiveness to maintain and improve their alignment with environmental trends and changing learner needs. As a consequence, the Board agrees to continuously assess and review its effectiveness and that of the institution.
- C. **Evidence Based Assessment.** The Board commits to open, evidence-based institutional and community dialogue.
- D. **Commitment to Act:** The Board agrees to act on its assessments to improve both Board and institutional effectiveness.

In keeping with these principles the Board of Trustees establishes a continuous ~~quarterly~~ self-assessment process to both consider its effectiveness and model its commitment to continuous improvement, **and said process will be conducted no less than annually**. The process is intended to assist the Board in the assessment of its performance as a whole body. It is not intended to evaluate or assess the performance of individual Board members.

Initially, the Board will review and discuss its record of performance periodically in open session. Staff will inventory and assist the Board in the preparation of its record. Dialogue will be structured around the following seven dimensions of Board Effectiveness. It is anticipated that the Board will calendar discussions regarding a specific set of the dimensions each year. More formal measurement tools may be incorporated into the process over time.

- A. **Commitment to Learners:** The Board assesses its role in ensuring that the focus remains on the learner and that processes are in place to maintain that focus. For example, the Board might discuss its use of institutional and student research and its efforts to encourage inquiry about learner populations that may not be adequately served by the District.
- B. **Constituency Interface:** The Board assesses its constituency interface by discussing its relationship with District constituencies. Questions might include: What mechanisms and processes are in place for the Board to listen to, respond to, and communicate with its constituency? Do the mechanisms and processes promote input from diverse interests? How should the Board represent and advocate for the District in the community?
- C. **Community College System Interface:** The Board assesses its Community College System interface by evaluating its interaction with the California Community College System and other community college organizations. Questions might include: Does the Board engage in activities to support the District's position within the system? What are the appropriate advocacy roles to be played – learner advocacy, college advocacy?
- D. **Economic/Political System Interface:** The Board assesses its economic and political system interface by assessing its interaction with local, state and federal economic and political processes, institutions and personnel. Here questions might include: How does, and should, the Board advocate District interest and learner interests to local, state and federal government agencies and legislators?
- E. **District Policy Leadership:** The Board assesses policy leadership by examining its role in the District policy process. Questions might include: What is the appropriate role of the Board in addressing issues confronted by the District and learners? What issues occupy the attention of the board? What is the relationship of the issues to the District's mission? Was the Board appropriately engaged in defining the District's mission, strategies, and goals? Is the Board informed of and appropriately engaged in the setting of District policies?
- F. **Management Oversight:** The Board assesses its management oversight primarily through the assessment of its relationship with the Chancellor and

senior administrative staff. Therefore, much of this conversation is reflected in the Board's Chancellor assessment process.

- G. Process Guardianship: The Board assesses its role in assuring that the District engages in appropriate budgeting, planning, institutional assessment and other processes. If it desired, the Board could discuss its own structure, policies, practices and procedures.

Date Adopted: May 15, 2007

Revised:

(Replaces Policy 1044)

Riverside Community College District Policy

No. 4050

**Academic Affairs
DRAFT**

BP 4050 ARTICULATION

References:

Title 5 Sections 51022(b); Education Code Sections 66720-66744

Recognizing the importance of supporting the articulation of courses between the Riverside Community College District (**RCCD**) and **secondary education institutions**, ~~area high school districts, and the Regional Occupational Programs~~, the Board of Trustees endorses and supports a process through which high school students are provided the opportunity to earn college credit for articulated courses thereby permitting a smooth transition from **secondary to post secondary education** ~~school to college~~.

The Chancellor shall establish procedures that assure appropriate articulation of the District's educational programs with proximate **secondary education institutions** ~~high schools~~ and baccalaureate institutions.

The procedures also may support articulation with institutions, including, **but not limited to**, other community colleges and **secondary education institutions** ~~those that~~ are not geographically proximate, **resulting in** ~~but that~~ are appropriate and advantageous for partnerships with **RCCD**. ~~the District.~~

Date Adopted: May 15, 2007

Revised:

(Replaces Policy 5110)