

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
TEACHING AND LEARNING COMMITTEE  
June 9, 2009 – 6:00 p.m.  
Board Room Ad 122, Riverside City College

Committee Members: José Medina, Committee Chairperson  
Janet Green, Vice Chairperson  
Ray Maghroori, Vice Chancellor, Academic Affairs  
Linda Lacy, Vice Chancellor, Student Services/Operations  
Doug Beckstrom, Academic Senate Representative (Moreno Valley)  
Sharon Crasnow, Academic Senate Representative (Norco)  
Richard Davin, Academic Senate Representative (Riverside)  
Angel Lopez, ASRCCD Student Representative  
Chris Rocco, CTA Representative (Moreno Valley)  
Dorothy Reina, CTA Representative (Norco)  
Debbie Cazares, CTA Representative (Riverside)  
Gustavo Segura, CSEA Representative (Moreno Valley)  
Jonell Guzman, CSEA Representative (Moreno Valley)

AGENDA

VI. Board Committee Reports

A. Teaching and Learning

1. Riverside City College Accreditation  
- The Committee to review the Accreditation Second Follow Up report.
2. Norco Campus Accreditation  
- The Committee to review the Institutional Self Study Report.
3. Moreno Valley Accreditation  
- The Committee to review the Institutional Self Study Report.
4. TriTech Small Business Development Center Services  
- The Committee to review an agreement to provide funding for the center that provides business counseling and training services.
5. Egypt Community College Initiative Program  
- The Committee to review an agreement to provide funding for the program to enable students from Egypt an opportunity for study and professional development.

6. Summer Youth Employment Program  
- The Committee to review an agreement to provide funding for the program to provide work readiness training and paid work experience for current and former foster young adults.
7. Proposed Curricular Changes  
- The Committee to review changes in curriculum.
8. Culinary Academy Lease  
- The Committee to review a lease agreement to provide classroom and lab space at its existing location.
9. March Dental Education Center Lease  
- The Committee to review a lease agreement for continued use of the current facility for the Dental Hygiene, Dental Assisting and Dental Technology programs.
10. 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: June 16, 2009

Subject: Riverside City College Accreditation

Background: Presented for the Board's review is the second follow-up report in support of the reaffirmation of accreditation for Riverside City College. The report is in response to the recommendations of the Accrediting Commission for Community and Junior Colleges Western Association of Schools and Colleges and will be submitted no later than October 15, 2009.

Recommended Action: It is recommended that the Board of Trustees approve the second follow up report for submission to the Accrediting Commission for Community Junior Colleges.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Jan Muto  
President, Riverside City College

Second Follow-up Report  
in  
Support of the Reaffirmation of Accreditation

Responses to the Recommendations  
of the  
Accrediting Commission for Community and Junior Colleges

Submitted  
by  
Riverside City College  
4800 Magnolia Avenue  
Riverside, California 92506

Submitted  
to  
The Accrediting Commission for Community and Junior Colleges  
Western Association of Schools and Colleges  
10 Commercial Boulevard  
Novato, CA 94949

October 15, 2009

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## **Introduction:**

As the Accrediting Commission noted when it accepted the 15 October 2009 Follow-Up Report from the college, Riverside City College has made significant progress with its strategic planning processes. Now that the Riverside Community College District has approved its strategic plan and has implemented the budget allocation process, the framework and mechanisms exist for Riverside City College and the District to integrate more fully a comprehensive strategic planning process.

The assessment of the integrated planning and budget allocation processes will reveal the need to revise or to modify some of the components and procedures. In fact, as the College and District implemented the processes, both entities have already begun to make the necessary changes for an effective integration—such as the program-review templates. Moreover, the newly created District Budget Advisory Council continues to have conversations about District and college allocations. Clearly, the budget allocation process and the areas of disagreement have become more transparent to the college community.

The strategic planning and budget allocation processes now in place in the District and at the College reflect a serious and intentional effort to meet the principles of good practice identified in the Accreditation standards. Because the District and the college have implemented these processes and have established the basic framework that allows a more fully integrated planning and budgeting mechanism, an opportunity exists to improve them as the District and the college assess their effectiveness over time.

## **Statement of Report Preparation:**

Interim Chancellor Irv Hendrick charged Sylvia Thomas, Associate Vice Chancellor of Instruction and Kristina Kauffman, Associate Vice Chancellor of Institutional Effectiveness to gather the supporting evidence and to consult with various District entities and appropriate college entities in preparing the District's response to the Accrediting Commission's five recommendations to the District. The two District administrators collaborated with Tom Allen, Associate Professor of English to write a draft of the follow-up report addressing the recommendations. The completed draft of the District responses circulated to Chancellor's cabinet, each of the vice presidents at the three colleges, to the District Academic Senate, to each college's accreditation steering committees, and to the District Associated Students for comment and review.

Dr. Jan Muto, President of Riverside City College, asked Tom Allen to renew his role as editor for Accreditation reports, to gather the supporting material, to work with various administrators and appropriate Riverside City College Strategic Planning sub-committees, and to write a draft of the College's response to the Accrediting Commission's recommendation. The Riverside City College Accreditation Steering Committee, composed of representatives from various college constituencies, reviewed the document and made suggestions. The completed draft of both the District and Riverside City College's responses was sent to the college administration, to the Riverside City College Academic Senate, and to the RCC Associated Students for additional comment and review. At both the District level and college level, the final document reflects the input from various District and College constituencies.

Both Norco College and Moreno Valley College submitted their self-studies to the Board of Trustees for approval in June 2009. Riverside City College also submitted its second follow-up report to the Board for approval on June 16, 2009.

## Responses to the Accrediting Commission's Recommendations

### **District Recommendation 1:**

The teams recommend that the board of trustees and chancellor develop and implement a district strategic plan that will:

- Align with the district mission statement (Standards IA.1 and IIID.1);
- Provide a framework for the college's/campuses' strategic plans (Standard IB.4); and
- Drive the allocation of district resources for the college, campuses, and district office (Standard IIID.1; Eligibility Requirement 19). The need to connect budget and planning remains unfulfilled from the 2001 accrediting recommendations.

### **Description:**

On October 21, 2008, the Board of Trustees approved the Riverside Community College District Strategic Plan 2008-2012. The plan includes a revised mission statement, one that drives the District's strategic themes and that provides a template for each college's individual mission statements. The overarching themes and strategies in the plan offer a foundation for each college's strategic planning process and also clarify the District's role in the planning process. In addition, the District's Mission Statement confirms, as a general principle, the support role of the District Offices in the planning process.<sup>1</sup> The themes and strategies in the adopted strategic plan, although not identical, parallel and complement the strategic planning initiatives of the California Community Colleges and the three colleges within the District.

The District Strategic Planning Committee, composed of voting members from various constituency groups and the co-chairs of each college's strategic planning committee, addresses planning issues that affect all three colleges.<sup>2</sup> The specific process for moving items or issues through the District's decision-making processes begins with the program review and strategic planning processes at the college level or with the program review of the District's administrative units. The Office of the Associate Vice Chancellor for Institutional Effectiveness provides the program review templates to the colleges and to the District Offices.<sup>3</sup> Each college has adopted individual strategic planning processes that link comprehensive program reviews (every four years) and annual program reviews to the allocation of resources at the colleges.<sup>4</sup> In 2007-08 and again in 2008-09, the administrative units at the District Offices completed their program reviews. Each unit submitted its program review to the appropriate Vice Chancellor, who prioritized the requests for the Chancellor to consider. The funding for these requests comes from the District Office allocation provided in the budget allocation process, recently adopted and used in 2008-2009 to allocate funds to the colleges and to the District Offices. The budget allocation process allows each segment of the District to distribute new financial resources using the strategic planning processes developed by each college and the District Offices.<sup>5</sup>

The District Strategic Planning Committee (DSPC) reviews and makes recommendations regarding the allocation of state capital outlay and local bond money, any requests not anticipated in original strategic plans, or programs that affect at least two campuses or the District. The DSPC analyzes the impact that new initiatives have on the existing programs and on budgets, planning, and policies. Once the DSPC makes its recommendation, the new



college program is eligible for funding, which appears as a budget line item not previously allocated to the colleges.<sup>6</sup> Essentially, the District Strategic Planning Committee makes recommendations to the Chancellor, who ultimately makes his recommendation to the Board of Trustees on items or issues that affect all three colleges or the District offices.

The representatives from each college's strategic planning committee serve as the "feedback mechanism" between the college committees and the District Strategic Planning Committee. The agendas for the District Strategic Planning Committee meetings have a place for each college and the District to report their planning initiatives. The individual college representatives also report the activities and actions of the District Strategic Planning Committee to the college strategic planning committees. Again, each college has a place on its strategic planning committee agenda for this purpose.<sup>7</sup>

**Evaluation:**

With the formal adoption of the Riverside Community College District Strategic Plan and the implementation of the budget allocation process, the District has provided the framework for each college's mission and strategic planning process. The process clearly connects the planning with budget allocations at all levels of District operation. In fact, the budget allocation process reflects many of the District's strategic themes. It also offers incentives for enrollment efficiency and provides resources for new programmatic initiatives.<sup>8</sup> Moreover, the program review templates supplied by the District and the nature of data made available to various District constituencies have been modified as a result of the recommendations coming from the strategic planning committees at each college.<sup>9</sup>

In March 2009, the District Strategic Planning Committee adopted a process for the annual review of the District's Mission Statement. Moreover, the District's Strategic Plan includes strategies and specific outcome measures to assess the strategic themes identified in the plan. The Office of Institutional Effectiveness will provide a formal "Report Card" assessing the progress on these themes, which will be reported to the Board of Trustees in September 2009 and annually thereafter.<sup>10</sup> Because the data used to validate the progress of most of the District's strategic themes derive from the college activities (in fact, the District folded the strategic initiatives of the three colleges into the District's plan), it is critical that each college continue to align its strategic initiatives with the District themes. At present only informal processes at the college level exist to align the District themes and the colleges' strategic planning initiatives. A more formal alignment will occur as the District and colleges assess their strategic planning outcomes.

**Planning Agenda:**

- District Strategic Planning Committee will review the District mission statement annually in the fall and forward its recommendation to the Board of Trustees. (Office of Institutional Effectiveness)
- District Strategic Planning Committee will annually review in fall the status of the outcome measures related to the District's Strategic Plan and reporting findings to the Board of Trustees. (Office of Institutional Effectiveness)

- District Strategic Planning Committee will meet and discuss the alignment of the District and college strategic plans annually in November. (Office of Institutional Effectiveness)

### **District Recommendation 2:**

The teams recommend that the district and college/campuses develop, implement, and assess a resource allocation model that

- Is open, transparent, and inclusive (Standards IB and IVB.3c);
- Is widely disseminated and reviewed periodically for effectiveness (Standards IIID.2b and IIID.3);
- Is linked to the strategic plans at the district, college, and campus levels (Standards IA.1, IIID.1a-d, and IVB.3c).

### **Description:**

In September 2007, a District task force made up of the chief business officers from each college and the District along with representatives from various college constituencies and campuses developed a Budget Allocation Model (BAM) that the District adopted in Fall 2008. The task force disseminated the proposed model with its various permutations throughout the District for comment and revision.<sup>11</sup> In fact, the model continues to be refined and modified as each college assesses its processes. To ensure continued assessment and review, the original task force has evolved into the District Budget Advisory Council (DBAC), formed in Spring 2009, that meets regularly and addresses budget-related issues. In addition, this committee continually evaluates and revises the adopted BAM process to make it more effective. The results of this evaluation are reported to the various college and District strategic planning committees. The District used the model to allocate financial resources for the 2008-09 academic year, and the District budget (2008-09) outlines the rationale and provides the allocations to each District entity in the introductory material.<sup>12</sup>

### **Evaluation:**

The budget allocation process, a model that continues to be improved as the District assesses its effectiveness, provides an open and transparent method for allocating resources. The process aligns closely with the strategic planning processes at both the District and college levels.

Discussion about the budget allocation process continues in several key areas. First, the unspent money at each college cycles back to the District's reserves at the end of each academic year and is re-allocated. The District Budget Advisory Council (formerly the BAM Task Force) has begun discussion about the possibility of "college" reserves and is evaluating a process by which colleges can retain positive budget variances in select expenditure categories.<sup>13</sup> Second, the DBAC continues to discuss the process used to budget "set-asides" and/or money for other District initiatives before the District allocates funds to the various District entities, including the three colleges.<sup>14</sup> Third, the District determines the number of new faculty positions for each college and allocates funds as part of the budget allocation process. While District and college oversight must occur to ensure compliance with the 50% law and with the full-time faculty obligations required by the state chancellor's office, at present the colleges, while they do have the ability to fund new positions from

internal savings and cost-cutting measures, do not have the authority to fill those positions. For the 2008-09 academic year, the District allocated new faculty positions to the colleges.<sup>15</sup> However, unfilled positions from retirement and resignations remain under the control of the colleges. Fourth, the amount of money allocated to District entities continues to be a concern. Once the District inserted the actual financial amounts allocated to the various District entities, over 30% of the unrestricted fund went to the District offices in 2007-2008. The District Budget Advisory Council and the Chancellor's cabinet discussed and reviewed the District's organizational structure and, as a result, reduced the amount to about 20% in 2008-09 by further clarifying the District and college functions and by reallocating positions and offices to the colleges.

Because this process of separating District functions from college functions is ongoing, budget allocations continue to be revised.<sup>16</sup> It should be noted, however, that a significant part of the 20% allocated to the District supports operations at the colleges, for example, information technology services and human resources. Although the District continues discussion on these issues, the District in consultation with the colleges has implemented a budget allocation process that undergoes revision and modification within a basic philosophical framework. More important, it is a process that allows for, in an open and transparent manner, continued discussion of budget issues as they surface.

#### **Planning Agenda:**

- The District Budget Advisory Council will continue to assess the budget allocation process. (On-going, District, Office of Administration and Finance, College, Vice President of Business Services)

#### **District Recommendation 3:**

The teams recommend that college, campus, and district administrators and faculty delineate, document, and assess:

- The roles and responsibilities between and among the district's entities (Standard IVB.3; Policy and Procedures for the Evaluation of Institutions in Multi-College/Multi-Unit Districts or Systems);
- The roles and scope of authority of the CEOs at the district and college/campus levels (Standard IVA.2);
- A feedback loop between and among the entities on key issues, such as planning, staffing priorities, etc. (Standards IVA.2, IVB.3, IVB.4, and IVB.6).

#### **Description:**

The District's organizational structure delineates the roles and responsibilities among the District entities. A review of the District's organizational charts elucidates the areas of responsibility and reporting lines in a clear and coherent manner.<sup>17</sup> In addition, each college has its own organizational chart that clarifies the areas of administrative responsibility. Each college has a president and vice presidents, which have different titles at the colleges, to administer the areas of business services, academic affairs, and student services. Moreover, each of the administrative positions in the District and those at the colleges have job descriptions. The job descriptions of the CEOs of the colleges and of the Chancellor

underwent revisions before the District advertised for a college president at Riverside City College and for a Chancellor.<sup>18</sup> Both positions were filled in 2009. The organizational structure of each college differs slightly based on the specific needs of the college. The CEOs of each college have authority to manage their institutions, and they serve as members of the Chancellor's cabinet, which has bi-monthly meetings to discuss District and college issues and also serves to complete the feedback loop between the District and the colleges.

To ensure that the District clarifies the areas of responsibility for each entity, the academic affairs/education services vice presidents of each college and the academic affairs associate vice chancellors at the District office developed a "Function Map" that illustrates in detail the distribution of responsibility between and among the colleges and the District entities.<sup>19</sup> The maps show which entities have primary, secondary, and shared responsibilities. Assessment and feedback on how well the District entities provide service occur through annual Administrative Program reviews, which include assessments in the form of surveys of all District administrative units.<sup>20</sup>

Faculty, staff, and students participate in the decision-making process by serving on the strategic planning committees and other specific committees at the college level and on the District Strategic Planning Committee. (See responses to Recommendation 1 and Recommendation 2 for more information about how the feedback loops work in the areas of planning and budget allocation.) In addition, several District-wide committees exist in the areas such as curriculum, assessment, budget advisory, and program review. Each of these committees has clear charges. A complete list of District-wide committees as well as their charges and membership undergo annual updates.<sup>21</sup> The District Academic Senate addresses issues affecting all three colleges, and the students have likewise developed their own college and District governance processes.<sup>22</sup>

**Evaluation:**

The District and the individual colleges have delineated and clarified the roles and responsibilities among the District entities within each college. Moreover, the District continues to assess and to separate District functions from college functions. For example, the Open Campus Office, which was located on the Riverside City College Campus but provided the infrastructure for alternative delivery courses in the entire District, has relocated to a facility off the campus in close proximity to the District Office. The District Budget Advisory Council continues to review, assess, and improve the resource allocation process.<sup>23</sup> As the changes occur, each college assesses the impact of the changes on its internal processes. Moreover, each college has its own mechanism for assessing its internal processes.

As the District continues to decentralize some services (while maintaining centralized services in areas where it is appropriate and efficient) and as each entity undergoes additional cycles of program review and administrative unit assessment, the District and the colleges uncover new issues and concerns. The evolution of the campuses into colleges required change and reorganization, but is complete as each campus now operates as an independent college. As the multi-college district matures, discussions will continue to be collaborative and passionate. The administrative and instructional program reviews, both comprehensive

and annual, provide an opportunity for the various college and District entities to have open discussion, to assess the relationship between District and college autonomy in an effort to maintain an optimum balance and effectiveness, and to propose changes through the strategic planning and committee processes now in place.

The effect of these changes and of clarifying the roles and responsibilities among the District entities has strengthened autonomy of the three colleges and has allowed a clearer understanding of the role of the District to provide support for the educational and student service activities at each college. In Fall 2009, to ensure that the changes are effective, the Office of Institutional Effectiveness will send a survey to the employees of the District to assess their awareness of the lines of authority and their evaluation of the effectiveness of the functions and the lines of authority as delineated at the individual colleges and at the District offices. The results will be disseminated to District and college constituencies and will be used to inform future planning.

#### **Planning Agenda:**

- In Fall 2009, the District will survey all employees to assess the effectiveness of the functions and the lines of authority as delineated at the individual colleges and at the District office. The results will be distributed to all District and college constituencies and will be used to inform future planning. (Office of Institutional Effectiveness)

#### **District Recommendation 4:**

The teams recommend that the district clearly specify personnel selection procedures for district administrators including the position of chancellor. These selection processes must include input from the various college/campuses constituent groups (Standard IIIA.1, Standard IIIA.3, and IVB.1).

#### **Description:**

The District has developed “Administrative Procedures” (AP) to implement Board Policies that clearly specify personnel selection procedures for all categories of employees. All of the procedures include input from appropriate college/campus constituent groups. In fact, during the 2008-2009 academic year, as a result of wide-spread discussion among and between various District and college entities, the District refined and used the newly developed CEO selection procedures to hire a District Chancellor and a president at Riverside City College. In Fall 2008, the Office of Diversity and Human Resources began the process of collecting and revising all hiring policies and labeling them with an appropriate Administrative Procedure number.<sup>24</sup> The processes for hiring the Chancellor and the CEOs of the colleges have separate Administrative Procedure numbers. Each of these procedures needed revision to reflect the changes necessary for a multi-college District. In Spring 2009, all of these procedures went through the shared governance process to receive input from the appropriate District entities before the District adopted them as formal administrative procedures. In addition, the Board of Trustees has adopted AP 3420: Equal Employment Opportunity Plan to assist in the recruitment of District employees.

**Evaluation:**

Prior to the 2008-2009 academic year, the District's hiring policies and procedures existed in various policies and documents. For example, the hiring processes for full-time tenure track faculty, for management (administrative) employees, and for classified employees were included in the regulations for Affirmative Action Policy 3099/4099. The temporary/one-year faculty hiring policy existed in an agreement with the Academic Senate, and the part-time faculty hiring procedure in the collective bargaining agreement. Also, no formal procedures existed for hiring CEOs in the District. Now all District recruitment and hiring procedures have been collected and formalized as part of official Board Policy and Administrative Procedures. These procedures now include a separate process for hiring administrative positions, the CEOs of the colleges, and the Chancellor. Moreover, the Board of Trustees adopted a formal process for the periodic review and assessment of all Board Policies/Administrative procedures (Board Policy/Administrative Procedure 2410).

**Planning Agenda:**

- None needed. Periodic reviews will be conducted to maintain optimum effectiveness. (Vice Chancellor Diversity and Human Resources)

**District Recommendation 5:**

As recommended by the 2001 accreditation visiting team, the teams recommend that the board of trustees implement its recently approved process for self-evaluation (Standard IVB.1g)

**Description:**

On July 28, 2008, at a special Board of Trustees meeting, Dr. Narcisa Polonio, a consultant from the Association of Community College Trustees, led a follow-up discussion of the Board's self-assessment on April 26, 2008, which included a discussion of the Board's self-assessment tool.<sup>25</sup> The discussion at the July meeting built upon the Board's Special Planning Meeting of April 26<sup>th</sup>. At the June 11, 2008, Special Board Meeting, the Board met with Interim Chancellor Buysse and new Interim Chancellor Hendrick to discuss the goals and priorities for the Chancellor's Office. As a result of the April 26<sup>th</sup> and the June 11<sup>th</sup> discussions, at the July 28<sup>th</sup> meeting the Board directed Interim Chancellor Hendrick to address five (5) goals and priorities.<sup>26</sup> These goals, which closely align with the District's strategic themes and initiatives, result from the Board's self assessment. Also, in May 2009, the Board of Trustees again applied Board Policy 2745 to assess itself. Each member of the Board completed an anonymous self-assessment instrument.<sup>27</sup> Then, at a special Board meeting on May 19, 2009, Dr. Cindra Smith, who is recognized nationally for her expertise in governing boards and trustee development, facilitated a discussion of Board effectiveness based on the results of the self-assessment tool.<sup>28</sup> At the 16 June 2009 meeting, the Board reported plans and actions based on the results of its self-assessment.<sup>29</sup>

**Evaluation:**

The Board of Trustees implemented its self-assessment process in 2008, but no formal reporting of the results was conducted. However, during the Special Meetings of April 26,

June 11, and July 28, 2008, the Board structured part of its discussion on one of the seven dimensions of Board effectiveness, Management Oversight, by assessing its relationship with the Interim Chancellor and focusing on the Chancellor's search. Given the issues facing the District in 2008, it was particularly relevant that the Board focused its attention on one dimension over the others and worked closely with the Interim Chancellor. Additionally, the specific goals and priorities given to the Interim Chancellor reflect other dimensions of the Board's self-assessment process. Moreover, the Board's willingness to listen to constituency groups and to modify its search process for the Chancellor (a clear example of the Board's self-assessment activities related to Constituency Interface and District Policy Leadership), resulted in a successful Chancellor search and in codifying the search process into Administrative Procedures 2431.<sup>30</sup>

At its 19 May 2009 meeting, the Board again initiated its self-assessment process and reported the results of that process to the various entities in the District. The Board asked staff to collect material (topics and presentations) from its regular Board meeting agendas and from its committee meeting agendas that reflect the seven (7) dimensions of Board effectiveness outlined in Board Policy 2745.<sup>31</sup> Additionally, the calendars of Board members reflect their attention and commitment to several dimensions of their effectiveness including the Constituency Interface, Community College System Interface and Economic/Political System Interface. The President of the Board of Trustees summarized the way in which the Board has used these presentations and discussion topics along with sessions/meetings with leaders at the local, state, and federal levels to gain a sense of the Board's effectiveness and asked the members of the Board to complete a self-assessment survey, and to begin the self-assessment discussion in open session during the May 19, 2009, Special Board Meeting.<sup>32</sup> The results of this self-assessment process were then reported to the public and the institution at the June 16, 2009, Board meeting.<sup>33</sup>

### **Planning Agenda:**

- The self assessment of the Board of Trustees will become part of the Board's annual calendar. In May of each year, the Board of Trustees will conduct its self-evaluation and report the results, plans, and action, if any, in June. (Office of the Chancellor)

### **College Recommendation 1:**

*Institutional Commitments and Evaluation, Planning, and Improvement.*

The team recommends that the college reframe its mission to be comprehensive, including educational goals that may be fulfilled at the college and a description of the primary student population for which the college is designing programs (Standard IA).

- The team further recommends that the college clarify the ways in which the strategic plan aligns with the college mission statement, links to the strategic goals, drives budget allocation, and ensures the distribution of technology and human resources (Standard IIID.1).
- The team also recommends that the college develop a process of integrating program review with institutional goals, complete the implementation of the planning process,

assess that process, and communicate the results of that assessment to all constituents in order to promote institutional effectiveness and identify areas for improvement (Standards IB.2, IB.3, IIB.4, and IIID.3)

**Description:**

The Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges, at its meeting on January 7-9, 2009, reviewed the First Follow-Up Report submitted by the Riverside City College. The Commission took action to accept the report, with the requirement that the institution complete another Follow-Up Report by October 15, 2009. The Commission specifically asked the College to “demonstrate complete resolution of College Recommendation 1” listed above, which is closely connected to the five District recommendations. In acknowledgement of the College’s improvement, the Commission also “noted that Riverside City College has made considerable advancement in resolving this recommendation by addressing the requirement to revise the mission and align the college mission with the strategic plan to drive resource allocation.”<sup>34</sup>

Since the preparation of the 15 October 2008 report and its acceptance by the Commission, Riverside City College has continued to utilize its strategic planning process. For example, the Strategic Planning Sub-Committee for Institutional Effectiveness implemented its annual review of the mission statement to determine if the College’s mission statement aligns with and supports the newly adopted District mission statement.<sup>35</sup> Using the budget allocation process, the College received its allocations for 2008-2009. The Strategic Planning sub-committees revised and implemented the rubrics to prioritize requests that each department identified in the annual program reviews, which were submitted in May 2008.<sup>36</sup> These prioritized requests were given to the Strategic Planning Sub-Committee for Financial Resources, which allocated the new instructional equipment and non-instructional equipment money and recommended the allocations to the Strategic Planning Committee for approval.

More important, the College is assessing the effectiveness of the processes and is making the changes necessary for a more effective process. Each of the Strategic Planning sub-committees has assessed the processes and rubrics used to prioritize requests. The sub-committees have also assessed the extent to which each committee has met its general goals, which closely align to the college’s Strategic Planning initiatives.<sup>37</sup> One of the results of this assessment process involved a revision of the program review templates used by the College for the annual program reviews completed by each department.<sup>38</sup> Also, the College has begun collecting data to complete its Strategic Planning Report Card that tracks the planning initiatives over time.<sup>39</sup>

As a result of the 2007-08 program reviews the Technology Subcommittee recommended the College develop and complete its Equipment Inventory and Transfer List. In addition, a college standard for technology equipment was developed to promote a cost effective and operationally efficient replacement strategy. Currently the Technology Subcommittee is developing a recommendation for identifying equipment life cycle, determining when equipment should be evaluated for replacement and projecting a cost for the replacement.



Moreover, the College has compiled the Strategic Planning Committee Evaluations from 2007-08. These evaluations, as well as those completed in 2008-09, have been reviewed by the Riverside Strategic Planning Committee (RSPC).<sup>40</sup> The evaluation comments prompted the Riverside Executive Strategic Planning Committee to initiate an annual retreat of the RSPC co-chairs and other key resource staff. The first annual retreat held in June 2008 provided the RSPC with an opportunity to develop strategic initiatives that would complement the California Community College Strategic Plan goals, the District Strategic Plan initiatives, the Board of Trustee goals, and campus initiatives articulated in the annual program review process.<sup>41</sup> The College completed the evaluation and assessment of the first cycle of this on-going process during the second annual retreat on May 15, 2009. At that retreat, the Riverside City College Strategic Planning Committee evaluated the progress made during the year. This review included outcomes data for basic skills, Accountability Reporting for Community Colleges, and the Student Equity Report; an evaluation of the effectiveness of both strategy and process; and most important, the development of strategic initiatives for the 2009-2010 academic year.<sup>42</sup> The process as designed promotes continuous assessment and evaluation and also reports the outcomes, changes, and improvements, if any, that result from the planning cycle.

Another improvement that is a direct result of the assessment comments is the use of technology to improve communication. To encourage participation in the collaborative process as well as to inform the campus community about the progress made, the college has implemented an on-line method of communication. An intranet site has been developed where the campus community has an opportunity to participate in the planning process. The college's organization charts, master calendar, events calendar, committee meeting minutes and agendas, RSPC process, by-laws and constitution as well as direct communication from the participants in the process will be readily available. The effectiveness of the overall strategic planning process will be enhanced with this on-line means of communicating.

Now that the District has adopted its strategic plan and made operational its processes, the strategic planning processes at the college and those at the District are more clearly delineated. For example, to fund the remodel of the Quad basement for faculty offices, the Telecommunication facility, and a new Back-Box theatre, the College requested the District Strategic Planning Committee to approve Measure C money, a local capital improvement bond. Moreover, ongoing discussions continue to address issues that have surfaced as a result of implementing the budget allocation model. The District Budget Advisory Council (DBAC) has begun discussions about the possibility of "college" reserves and is evaluating a process by which the College can retain positive budget variances in certain expenditure categories.

**Evaluation:**

Riverside City College has implemented its strategic planning process, which is aligned to its mission statement and linked to its strategic goals and resource allocation. This college uses the program review process to identify needs, and it uses its strategic planning process to allocate some of resources to satisfy those needs to the extent possible with the available resources. Unfortunately, the requests generated by the program review process far exceed the allocation to the College.<sup>43</sup> Nevertheless, the process works. The requests were identified

using the program review process, and they were prioritized by the appropriate Strategic Planning sub-committees and funded in the general order established by the sub-committees.<sup>44</sup> Moreover, after the College's financial resources had been allocated, the actual costs of the items purchased through the process were less than the amount allocated, and the Strategic Planning Sub-Committee for Financial Resources was able to fund additional requests.

As the College assesses its progress toward meeting its strategic planning initiatives, it will continue to make the necessary changes to improve and make more effective the manner in which the planning processes function. Other sources of funding--such as Basic Skills allocations, grant funds, and other categorical/special program sources of revenue--will gradually be included in the planning processes. The College is committed to its planning processes and has already made substantial efforts to connect more clearly the planning processes with budget allocations.

Although the College continues to collect data to develop its annual Report Card, ongoing discussion regarding the establishment on valid benchmarks and milestones to measure the achievement or progress of our students persists. The Institutional Mission and Effectiveness sub-committee has examined and evaluated disaggregated data provided by the District Office of Institutional Effectiveness and is working with Institutional Effectiveness to apply that information to Riverside.

### **Planning Agenda:**

- The Riverside City College Strategic Planning Committee will submit its strategic plan and initiatives to the District Strategic Planning Committee in November. To this point, the Office of the President or appointee has chaired the SPC. By doing that, the protocol used in the district recommendations planning committee becomes consistent.
- The Riverside City College Financial Resources Sub-Committee will continue to make recommendations to the District Budget Advisory Committee. By doing that, the protocol used in the district recommendations planning committee becomes consistent.
- The Riverside City College Institutional Mission Effectiveness Sub-Committee will continue to evaluate the data on student success and make recommendations to the District Office for Institutional Effectiveness for information and data to facilitate the development of the annual Report Card. By doing that, the protocol used in the district recommendations planning committee becomes consistent.
- The Riverside City College Strategic Planning Committee will gradually incorporate other sources of revenue into the strategic planning process. By doing that, the protocol used in the district recommendations planning committee becomes consistent.

**Concluding Remarks:**

Both Riverside City College and the District offices have established an integrated strategic planning process that is also linked to the budget allocation process. These processes provide a mechanism and an essential framework for the College and the District to improve and to evolve. The evolution of this basic structure, however, rests with the willingness and commitment of the members of the college community to participate. Dr. Muto, the college president, has committed the College to open and transparent planning and budgeting. In fact, she stresses the importance of the College having control of its resources so that the planning and budgeting processes can have a more direct impact on the ongoing instructional activities currently and on the College's ability to develop new and creative ways to serve students and the community. Also, she encourages faculty and staff to be more actively involved with the strategic planning sub-committees. As a result of the administrative leadership and commitment to open and transparent planning processes, Riverside City College has an opportunity to model and to demonstrate the standards of good practice embedded in the Accreditation Standards.

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**List of Supporting Documents and References\***

- <sup>1</sup> See the Riverside Community College District Strategic Plan 2008-2012.
- <sup>2</sup> See the Operational Guidelines for the Riverside Community College District Strategic Planning Committee (revised and formally adopted February 27, 2009) for a complete list of voting members.
- <sup>3</sup> See the program review templates provided by the Office of Institutional Effectiveness.
- <sup>4</sup> See the flow charts for each college's strategic planning process in the Operational Guidelines for the Riverside Community College Strategic Planning Committee.
- <sup>5</sup> See the Operational Guidelines for the Riverside Community College District Strategic Planning Committee for a complete overview of the operating procedures and function of the RCCDSPC and of the roles and processes of the campus committees and District Offices.
- <sup>6</sup> See the District Budget 2008-2009 for the line items for new initiatives.
- <sup>7</sup> Review the minutes the strategic planning committees of the District and the three colleges.
- <sup>8</sup> See the Introduction to the Riverside Community College District Budget for 2008-2009 for an explanation of the budget allocation process used to provide resources to the colleges and District Offices.
- <sup>9</sup> See the Riverside City College suggested changes to the program review templates as an example. The District Program Review Committee addresses the recommended revisions.
- <sup>10</sup> At the time of this report, March 2009, the data for "Report Card" has not been collected. The Visiting Teams will have access to this report when they visit in October 2009.
- <sup>11</sup> See the Riverside Community College Budget Allocation Model Information—i.e., the membership, the minutes, including the various revisions of the model, and actions of the BAM committee.
- <sup>12</sup> See the Introduction to the Riverside Community College District Budget 2008-09.
- <sup>13</sup> See the minutes of DBAC for February and March, 2009.
- <sup>14</sup> See Exhibit G of the Riverside Community College Budget 2008-2009 for details.
- <sup>15</sup> See Exhibit G of the Riverside Community College Budget 2008-2009 for details.
- <sup>16</sup> Review the Riverside Community College Function Map.
- <sup>17</sup> See the District's and each college's organizational charts.
- <sup>18</sup> See the job descriptions for the president of Riverside and for the Chancellor.
- <sup>19</sup> Review the Riverside Community College District Function Map.
- <sup>20</sup> See sample survey from administrative program reviews.
- <sup>21</sup> See the Academic Senate web page for a complete list of committees, membership, and charges.
- <sup>22</sup> See the various student government organizational charts.
- <sup>23</sup> Even though a review of the minutes of the Budget Allocation Model Committee and the District Curriculum Committee indicate areas of disagreement, the minutes also demonstrate an open and transparent discussion to resolve those differences.
- <sup>24</sup> See index of Board Policies and Administrative Procedures that specify the hiring procedures for all categories of employees in the District. Except for the position of Chancellor (AP 2431) and the position of President (AP 7121), all other procedures for recruitment and hiring fall under Board Policy/Administrative Procedure 7120.
- <sup>25</sup> See the Board Self-Assessment Form.
- <sup>26</sup> See the minutes of the Special Board of Trustees meeting of April 26, 2008, and of July 28, 2008, for the results of the planning meeting and a list of the goals for the Chancellor.
- <sup>27</sup> See the Board self-assessment packet.
- <sup>28</sup> See RCCD Board of Trustees Self Assessment Highlights
- <sup>29</sup> See the minutes of the June 16, 2009, Board meeting.
- <sup>30</sup> See AP 2431 – Chancellor Selection
- <sup>31</sup> See BP 2745 – Board Self Evaluation
- <sup>32</sup> See Agenda and Minutes for May 19, 2009 Special Board Meeting
- <sup>33</sup> See Agenda and Minutes for June 16, 2009 Board Meeting

*\*Copies of documents and evidence to support the foregoing narrative are available in the Team Room at all three colleges as well as at the District office.*

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- <sup>34</sup> Review Riverside City College's Follow-Up Report of October 15, 2008, regarding the mission statement.
- <sup>35</sup> See the minutes of the Riverside City College Sub-Committee for Institutional Effectiveness and the adopted process for the annual review of the college's mission statement.
- <sup>36</sup> See the rubrics and the program-review documents.
- <sup>37</sup> See the results of the assessments completed by the sub-committees
- <sup>38</sup> See the revised templates.
- <sup>39</sup> See the Riverside City College Report Card
- <sup>40</sup> See minutes of the RSPC for a complete list of the membership.
- <sup>41</sup> See the Strategic Initiatives Flow Chart that links the College's strategic initiatives with the District and the state.
- <sup>42</sup> See the RCC Strategic Initiatives for 2009-2010.
- <sup>43</sup> Review the Finance Resources Sub-Committee requests and allocations.
- <sup>44</sup> See the Riverside City College list of requests and allocations

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-2

Date: June 16, 2009

Subject: Norco Campus Accreditation

Background: Presented for the Board's review and consideration is the Institutional Self Study Report for Norco Campus in support of initial accreditation. The report will be submitted to the Accrediting Commission for Community and Junior Colleges Western Association of Schools and Colleges.

Recommended Action: It is recommended that the Board of Trustees approve the 2009 Institutional Self Study Report for Norco Campus.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Brenda Davis  
President, Norco Campus



# NORCO CAMPUS

## Riverside Community College District

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*Institutional Self Study in Support of Initial Accreditation  
Fall 2009*

Submitted by:

Norco Campus  
Riverside Community College District  
2001 Third Street  
Norco, CA 92860-2600  
[www.rcc.edu/norco](http://www.rcc.edu/norco)

Submitted to:

The Accrediting Commission for  
Community and Junior Colleges  
  
Western Association of Schools  
and Colleges

We offer our sincere thanks to the Norco Strategic Planning subcommittees, the Norco Accreditation Steering Committee, and the Norco Accreditation Team for all their hard work.

Additionally, we would like to especially thank the following:

*Sarah Burnett and Wendi Alcazar; Melissa Bader and Mark De Asis; Dr. Alexis Gray and Debra Creswell; and Jason Rey and Susan Lafferty* for their persistence and patience in guiding the Norco Strategic Planning subcommittees through the tasks necessary to make the self study a success;

*Jim Sutton*, for his steadfast efforts in organizing evidence for the self study;

*Tom Wagner*, Norco Academic Senate Vice President, for his tireless support, enthusiasm, and encouragement of the Norco Strategic Planning Committee and the Strategic Planning Co-Chairs Council as primary authors of this document;

*Dr. Brenda Davis, Dr. Gaither Loewenstein, Mr. Norm Godin, Dr. Diane Dieckmeyer, and Dr. Monica Green* for their invaluable assistance with the self-study drafts and insight into the workings of the campus and district;

*Kristina Kauffman and Sylvia Thomas* for their encouragement and support through all the stages of this self-study project;

*Dr. Carol Farrar, Ms. Daniela McCarson, and Mr. David Mills* for putting this self study together into a coherent statement of who we are as a campus and a college community.



# **Riverside Community College District**

Dr. Gregory W. Gray, Chancellor

## **Board of Trustees**

Ms. Virginia Blumenthal, President

Mrs. Janet Green, Vice President

Mr. Mark Takano, Secretary

Ms. Mary Figueroa

Mr. Jose Medina

Ms. Ruth Jones, Student Trustee

**Dr. Brenda Davis, President  
Norco Campus**

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James Sutton  
Member, Classified School Employees  
Association, Norco Campus

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Karina Medel  
President, Associated Students, Norco  
Campus



## Preface

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## Certification of the Institutional Self Study Report

Date: August 2009

To: Accrediting Commission for Community and Junior Colleges  
Western Association of Schools and Colleges

From: Norco Campus, Riverside Community College District

This Institutional Self-Study Report is submitted for the purpose of assisting in the determination of the institution's accreditation status.

We certify that there was broad participation by the college community, and we believe the self-study report accurately reflects the nature and substance of this institution.

---

Virginia Blumenthal  
President, Board of Trustees  
Riverside Community College District

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Gregory W. Gray, Ed.D.  
Chancellor  
Riverside Community College District

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Brenda Davis, Ed.D.  
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Daniela McCarson  
Outreach Specialist  
Co-Chair, Accreditation Self Study

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Thomas Wagner, Esq.  
Associate Professor, Business Administration  
Vice President, Norco Academic Senate  
Co-Chair, Norco Strategic Planning Committee

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David Mills  
Associate Professor, English  
Editor, Self Study Report

## **Certification of Compliance with Eligibility Requirements Norco Campus**

Norco Campus affirms it is in compliance with the eligibility requirements for initial accreditation and certifies compliance with all eligibility requirements as part of the application for full college status sent to the State Chancellor's Office in May 2005.

### **1. Authority**

Norco Campus is part of the Riverside Community College District. Riverside City College holds the current accreditation for all District campuses and educational centers. City Campus is accredited by the Accrediting Commission for Community and Junior Colleges Western Association of Schools and Colleges and is approved under regulations of the California State Department of Education and the California Community Colleges Chancellor's Office.

### **2. Mission**

On June 20, 2006, the RCCD Board of Trustees originally approved the Norco Campus mission statement. A revised Norco mission statement was approved on December 9, 2008 as follows:

*Norco Campus provides educational programs, services, and learning environments for a diverse community. We equip our students with the skills to attain their goals in higher, career/technical, and continuing education; workforce development; and personal enrichment. To meet the evolving community needs Norco Campus emphasizes the development of technological programs. As a continuing process we listen to our community and respond to its needs while engaging in self-examination, learning outcomes assessment, ongoing dialogue, planning, and improvement.*

The Norco mission statement appears in published material including the RCCD Strategic Plan, the District catalog, *Faculty Survival Guide*, and the published *Schedule of Classes*. It also appears on the RCC-Norco website and is displayed on posters around the campus.

### **3. Governing Board**

Norco Campus is one of three educational institutions in the Riverside Community College District. The district is governed by a publicly elected five-member Board of Trustees, joined by a non-voting student trustee. Members are elected for four-year terms, and these terms are staggered to ensure continuity. The Board members have no employment or personal financial interest in the institution. The Board holds monthly meetings open to the public with notices and agendas widely posted in advance.

### **4. Chief Executive Officer**

The Norco Campus President is recommended for appointment by the District Chancellor and approved by the Board of Trustees. The President reports directly to the District Chancellor. The Chancellor is appointed by and reports to the Board of Trustees.

### **5. Administrative Capacity**

Norco Campus administration is adequate in number, experience and qualifications to provide the appropriate administrative oversight necessary to support the new college's mission and purpose. In addition to the President, administrative appointments include Vice President of Business and Vice President of Educational Services; Dean of Instruction and Dean of Student Services; an Assistant Dean of Library and Learning Resources; an Associate Dean of Student Success; a Supervisor of Admissions and Records; a Director of the TRIO Program; and a Director of Plant Operations and Maintenance. A Norco Campus organizational chart is included in this report.

## **6. Operational Status**

Norco Campus has been operational since it opened its doors in April 1991. Currently, there are over 10,000 students enrolled in classes, which are held six days a week. Many students are actively pursuing vocational certificates, associate degrees, and/or transfer to four-year institutions. A smaller proportion of students have other goals, including personal and/or academic skills development and career enrichment.

## **7. Degrees**

To meet its stated mission, Norco Campus offers Associate of Arts and Associate of Science degrees and a variety of certificates, primarily in business, management, early childhood education and technology fields. The institution has over twenty-seven degree and/or certificate programs. The requirements for each of these programs can be completed entirely on the Norco Campus.

## **8. Educational Programs**

Norco Campus's degree programs are congruent with the campus's mission, based on recognized higher education fields of study, are of sufficient content and length, and are conducted at appropriate levels of quality and rigor. The degree programs meet California Code of Regulations, Title V curriculum requirements, and, when combined with the general education component, represent two years of full-time academic work. Course outlines in both degree credit and non-degree credit courses meet predetermined student learning outcomes achieved through class content, assignments, and activities, and all course outlines are subject to periodic, rigorous program review. Norco also offers over twenty-four vocational certificates.

## **9. Academic Credit**

Norco Campus awards academic credit based on accepted practices of California community colleges under California Code of Regulations, Title V, Section 55002.5. Detailed information about academic credit is published in the college catalog.

## **10. Student Learning and Achievement**

Board-approved institutional General Education Student Learning Outcomes (SLOs) have been published in the college catalog beginning with the 2007-2008 edition. Additionally, program-level Student Learning Outcomes have been adopted. Nearly all course outlines of record contain appropriate course-level SLOs integrated with methods of instruction and evaluation. Course-level SLOs are achieved and assessed by a variety of methods, and on the Norco Campus, nearly all courses offered are actively engaged in SLO assessment. Coordinated by department and discipline faculty and by administrators, every course, regardless of its location and delivery system, must follow the course outline of record.

## **11. General Education**

All degree programs require a minimum of 18-23 units of general education to ensure breadth of knowledge and to promote intellectual inquiry. Students must demonstrate competency in writing, reading, and mathematical skills to receive an associate degree. The institution's general education program is scrutinized for rigor and quality by the Academic Senates, the Matriculation Council, and appropriate constituencies; the district will adhere to the newly approved requirements for math and writing effective at the state level for students entering in 2009.



## **12. Academic Freedom**

Norco Campus supports academic freedom; faculty and students are free to examine and test all knowledge appropriate to their discipline or area of major study as ensured by Board Policy 4030 endorsing the AAUP Statement on Academic Freedom. The institution prides itself on offering an open, inquiring, yet respectful and transparent educational experience, evidencing our commitment to intellectual freedom and independence of thought.

## **13. Faculty**

Norco Campus has 69 full-time faculty and approximately 232 adjunct faculty. All faculty must meet the minimum requirements for their disciplines based on regulations for the Minimum Qualifications for California Community College Faculty established in California Code of Regulations, Title V. Many hold terminal degrees. Clear statements of faculty roles and responsibilities exist in the faculty Collective Bargaining Agreement and the *Faculty Handbook*. These responsibilities are entrusted primarily to full-time faculty and include participation in curriculum, program review, the development of student learning outcomes, and assessment of student learning.

## **14. Student Services**

Norco Campus prides itself on strong student services programs, providing a comprehensive array of services for all its students, as well as support services for those students requiring preparation for college-level work. Each department works to support the mission of the college and the academic success of our students.

## **15. Admissions**

Norco Campus has adopted and adheres to admissions policies consistent with its mission as a public California community college and in compliance with California Code of Regulations, Title V. Student admission supports the Norco mission statement and ensures that all students are appropriately qualified for the program and course offerings. Information about admissions requirements is available in the college catalog, the *Schedule of Classes*, and on the college website. Students are encouraged to apply online (paper applications are also accepted).

## **16. Information and Learning Resources**

Norco Campus provides long- and short-term access to sufficient print and electronic information and learning resources through its library and programs to meet the educational needs of students. The library is staffed to assist students in the use of campus resources. Internet access and online computer search capabilities are available without charge to students in the library, student support programs, and in computer labs. The institution is committed to enhancing its learning resources, regardless of location or delivery method.

## **17. Financial Resources**

Norco Campus, through the Riverside Community College District, has a publicly documented funding base that is reviewed and revised on an annual basis. The Norco Strategic Planning Council includes a Financial Resources Subcommittee charged with ensuring that financial resources needs are addressed in developing plans pertaining to educational programs, support services, and facilities needs.

## **18. Financial Accountability**

The Riverside Community College District regularly undergoes and makes publicly available an annual external financial audit for the district and its educational centers by a contracted

certified public accountant. The audit is conducted in accordance with the standards contained in Government Auditing Standards issued by the Comptroller General of the United States. The Board of Trustees reviews these audit reports on a regular basis. The Vice President of Business Services supports appropriate and effective utilization of the Norco Campus budget.

### **19. Institutional Planning and Evaluation**

Norco Campus has an established institutional strategic planning process and works with the Riverside Community College District to provide planning for the development of the campus, including integrating plans for academic personnel, learning resources, student services, facilities, and financial development, as well as procedures for program review, assessment, and institutional improvement. Through the work of the Norco Academic Planning Council, Administrative Planning Council, and the Student Services Planning Council along with the Norco Strategic Planning Committee and its four subcommittees, the campus is in a constant state of review and improvement. Annually generated Administrative, Student Services, and Academic Program Review documents, along with our Educational and Facilities master plans, drive institutional planning. The campus and district systematically evaluate how well and in what ways Norco is accomplishing its purpose, including assessment of student learning and documentation of institutional effectiveness.

### **20. Public Information**

The Riverside Community College District currently publishes a single catalog for all three campuses and a schedule of classes that contains separate listings of classes offered on each campus. These documents, along with multiple district and campus websites and other appropriate publications, publicize accurate and current information about the institution that announces its mission and goals; admission requirements and procedures; academic calendar and program length; rules and regulations affecting students, programs and courses; degrees offered and degree & graduation requirements; costs and refund policies; available learning resources; grievance procedures; names and academic credentials of faculty and administrators, names of Board of Trustees members; and all other items relative to attending or withdrawing from the institution. NOTE: A Norco-specific catalog has been developed and will first be published in the 2009-2010 academic year.

### **21. Relations with the Accrediting Commission**

The Riverside Community College District Board of Trustees provides assurance that Norco Campus adheres to the eligibility requirements and accreditation standards and policies of the Commission, describes the campus in identical terms to all its accreditation agencies, communicates any changes in its accredited status, and agrees to disclose information required by the Commission to carry out its accrediting responsibilities. All disclosures by the institution will be complete, accurate and honest.



## Introduction

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## Historical Highlights of the Norco Campus

The Norco Campus had its beginnings in the late 1980s when the District recognized its obligation to meet the needs of Norco and Corona, rapidly growing communities located in the southwestern portion of Riverside Community College's service area.

In the mid-1980s, the District purchased a 141-acre parcel of land for *one dollar* from the U.S. government. After securing appropriate funds, a building plan was approved and construction began on the new campus. With a ribbon-cutting ceremony held on March 13, 1991, the Norco Campus opened its doors in April 1991, offering a shortened spring semester. The event was timed to coincide with the 75<sup>th</sup> anniversary of the Riverside institution.

Phase II construction on Norco Campus began in 1993, with the Airey Library and Applied Technology buildings completed in 1995. The addition of portable buildings forming the West End Quad in fall of 2007 has served the campus well while more permanent structures are under construction.

Phase III construction is well underway. The Industrial Technology Building is near completion with an anticipated occupation date during the summer of 2009. The initial stages of our Athletics & Recreation facilities are also currently under construction with our soccer field scheduled for completion in the near future. In addition, the Construction of the Student Success Center and the Network Operations Center will begin soon with an anticipated completion date of September 2010.

Our Educational Master Plan and Long-Range Facilities Master Plan for the Norco Campus detail our plans for future development and expansion.

Norco began as a satellite campus with district-wide academic departments centralized at the Riverside City campus. In fall 1999, three academic departments housing our entire faculty were established, and Norco Campus assumed responsibility of its own schedule development. In fall 2004, the three-department structure expanded to four (4) departments. Today academic disciplines are divided among five (5) departments as established in fall 2005: Arts, Humanities, & World Languages; Business, Engineering, & Information Technology; Math & Sciences; and Social & Behavioral Sciences.

Beginning with 3,088 students in April of 1991, enrollment rapidly increased at Norco Campus. By fall 1994, the enrollment headcount was 3,782 and by fall 2000, it was 6,681, a 77 percent increase. Our enrollment in fall 2008 exceeded 10,000 students.

## **District Response to Recommendations of the 2007 Visiting Team**

Since the October 2007 visit and the January 2008 issuance of the action letter from ACCJC, considerable progress has been made toward addressing the five District Recommendations that were made by the visiting team. The District's response to each of the visiting team recommendations is summarized briefly below.

**District Recommendation 1: The teams recommend that the Board of Trustees and Chancellor develop and implement a district strategic plan that will:**

- **Align with the district mission statement (Standards IA.1 and IIID.1);**
- **Provide a framework for the college's/campuses' strategic plans (Standard IB.4); and**
- **Drive the allocation of district resources for the college, campuses, and district office (Standard IIID.1; Eligibility Requirement 19). The need to connect budget and planning remains unfulfilled from the 2001 accrediting recommendations.**

### **Description:**

On October 21, 2008, the Board of Trustees approved the Riverside Community College District Strategic Plan 2008-2012. The plan includes a revised mission statement, one that drives the District's strategic themes and that provides a template for each college's individual mission statements. The overarching themes and strategies in the plan offer a foundation for each college's strategic planning process and also clarify the District's role in the planning process. In addition, the District's Mission Statement confirms, as a general principle, the support role of the District Offices in the planning process. The themes and strategies in the adopted strategic plan, although not identical, parallel and complement the strategic planning initiatives of the California Community Colleges and the three colleges within the District.

The District Strategic Planning Committee, composed of voting members from various constituency groups and the co-chairs of each college's strategic planning committee, addresses planning issues that affect all three colleges.<sup>1</sup> The specific process for moving items or issues through the District's decision-making processes begins with the program review and strategic planning processes at the college level or with the program review of the District's administrative units. The Office of the Associate Vice Chancellor for Institutional Effectiveness provides the program review templates to the colleges and to the District Offices.<sup>2</sup> Each college has adopted individual strategic planning processes that link comprehensive program reviews (every four years) and annual program reviews to the allocation of resources at the colleges.<sup>3</sup> In 2007-2008 and again in 2008-2009, the administrative units at the District Offices completed their program reviews. Each unit submitted its program review to the appropriate Vice Chancellor, who prioritized the requests for the Chancellor to consider. The funding for these requests comes from the District Office allocation provided in the budget allocation process, recently adopted and used in 2008-2009 to allocate funds to the colleges and to the District Offices. The budget allocation process

<sup>1</sup> See the Operational Guidelines for the Riverside Community College District Strategic Planning Committee (revised and formally adopted February 27, 2009) for a complete list of voting members.

<sup>2</sup> See the program review templates provided by the Office of Institutional Effectiveness.

<sup>3</sup> See the flow charts for each college's strategic planning process in the Operational Guidelines for the Riverside Community College Strategic Planning Committee.

allows each segment of the District to distribute new financial resources using the strategic planning processes developed by each college and the District Offices.<sup>4</sup>

The District Strategic Planning Committee (DSPC) reviews and makes recommendations regarding the allocation of state capital outlay and local bond money, any requests not anticipated in original strategic plans, or programs that affect at least two campuses or the District. The DSPC analyzes the impact that new initiatives have on the existing programs and on budgets, planning, and policies. Once the DSPC makes its recommendation, the new college program is eligible for funding, which appears as a budget line item not previously allocated to the colleges.<sup>5</sup> Essentially, the District Strategic Planning Committee makes recommendations to the Chancellor, who ultimately makes his recommendation to the Board of Trustees on items or issues that affect all three colleges or the District offices.

The representatives from each college's strategic planning committee serve as the "feedback mechanism" between the college committees and the District Strategic Planning Committee. The agendas for the District Strategic Planning Committee meetings have a place for each college and the District to report their planning initiatives. The individual college representatives also report the activities and actions of the District Strategic Planning Committee to the college strategic planning committees. Again, each college has a place on its strategic planning committee agenda for this purpose.<sup>6</sup>

#### **Evaluation:**

With the formal adoption of the Riverside Community College District Strategic Plan and the implementation of the budget allocation process, the District has provided the framework for each college's mission and strategic planning process. The process clearly connects the planning with budget allocations at all levels of District operation. In fact, the budget allocation process reflects many of the District's strategic themes. It also offers incentives for enrollment efficiency and provides resources for new programmatic initiatives.<sup>7</sup> Moreover, the program review templates supplied by the District and the nature of data made available to various District constituencies have been modified as a result of the recommendations coming from the strategic planning committees at each college.<sup>8</sup>

In March 2009, the District Strategic Planning Committee adopted a process for the annual review of the District's Mission Statement. Moreover, the District's Strategic Plan includes strategies and specific outcome measures to assess the strategic themes identified in the plan. The Office of Institutional Effectiveness will provide a formal "Report Card" assessing the progress on these themes, which will be reported to the Board of Trustees in September 2009 and annually thereafter.<sup>9</sup> Because the data used to validate the progress of most of the District's strategic themes derive from the colleges' activities (in fact, the District folded the strategic initiatives of the

<sup>4</sup> See the Operational Guidelines for the Riverside Community College District Strategic Planning Committee for a complete overview of the operating procedures and function of the RCCDSPC and of the roles and processes of the campus committees and District Offices.

<sup>5</sup> See the District Budget 2008-2009 for the line items for new initiatives.

<sup>6</sup> Review the minutes the strategic planning committees of the District and the three colleges.

<sup>7</sup> See the Introduction to the Riverside Community College District Budget for 2008-2009 for an explanation of the budget allocation process used to provide resources to the colleges and District Offices.

<sup>8</sup> See the Riverside City College suggested changes to the program review templates as an example. The District Program Review Committee addresses the recommended revisions.

<sup>9</sup> At the time of this report, March 2009, the data for "Report Card" has not been collected. The Visiting Teams will have access to this report when they visit in October 2009.

three colleges into the District's plan), it is critical that each college continue to align its strategic initiatives with the District themes. At present only informal processes at the college level exist to align the District themes and the colleges' strategic planning initiatives. A more formal alignment will occur as the District and colleges assess their strategic planning outcomes.

### **Planning Agenda:**

- District Strategic Planning Committee will review the District mission statement annually in the fall and forward its recommendation to the Board of Trustees. (Office of Institutional Effectiveness)
- District Strategic Planning Committee will annually review in fall the status of the outcome measures related to the District's Strategic Plan and reporting findings to the Board of Trustees. (Office of Institutional Effectiveness)
- District Strategic Planning Committee will meet and discuss the alignment of the District and college strategic plans annually in November. (Office of Institutional Effectiveness)

### **District Recommendation 2: The teams recommend that the district and college/campuses develop, implement, and assess a resource allocation model that**

- **Is open, transparent, and inclusive (Standards IB and IVB.3c);**
- **Is widely disseminated and reviewed periodically for effectiveness (Standards IIID.2b and IIID.3);**
- **Is linked to the strategic plans at the district, college, and campus levels (Standards IA.1, IIID.1a-d, and IVB.3c).**

### **Description:**

In September 2007, a District task force made up of the chief business officers from each college and the District along with representatives from various college constituencies and campuses developed a Budget Allocation Model (BAM) that the District adopted in fall 2008. The task force disseminated the proposed model with its various permutations throughout the District for comment and revision.<sup>10</sup> In fact, the model continues to be refined and modified as each college assesses its processes. To ensure continued assessment and review, the original task force has evolved into the District Budget Advisory Council (DBAC), formed in spring 2009, that meets regularly and addresses budget-related issues. In addition, this committee continually evaluates and revises the adopted BAM process to make it more effective. The results of this evaluation are reported to the various college and District strategic planning committees. The District used the model to allocate financial resources for the 2008-09 academic year, and the District budget (2008-09) outlines the rationale and provides the allocations to each District entity in the introductory material.<sup>11</sup>

### **Evaluation:**

The budget allocation process, a model that continues to be improved as the District assesses its effectiveness, provides an open and transparent method for allocating resources. The process aligns closely with the strategic planning processes at both the District and college levels.

<sup>10</sup> See the Riverside Community College Budget Allocation Model Information—i.e., the membership, the minutes, including the various revisions of the model, and actions of the BAM committee.

<sup>11</sup> See the Introduction to the Riverside Community College District Budget 2008-09.

Discussion about the budget allocation process continues in several key areas. First, the unspent money at each college cycles back to the District's reserves at the end of each academic year and is re-allocated. The District Budget Advisory Council (formerly the BAM Task Force) has begun discussion about the possibility of "college" reserves and is evaluating a process by which colleges can retain positive budget variances in select expenditure categories.<sup>12</sup> Second, the DBAC continues to discuss the process used to budget "set-asides" and/or money for other District initiatives before the District allocates funds to the various District entities, including the three colleges.<sup>13</sup> Third, the District determines the number of new faculty positions for each college and allocates funds as part of the budget allocation process. While District and college oversight must occur to ensure compliance with the 50% law and with the full-time faculty obligations required by the state chancellor's office, at present the colleges, while they do have the ability to fund new positions from internal savings and cost-cutting measures, do not have the authority to fill those positions. For the 2008-2009 academic year, the District allocated new faculty positions to the colleges.<sup>14</sup> However, unfilled positions from retirement and resignations remain under the control of the colleges. Fourth, the amount of money allocated to District entities continues to be a concern. Once the District inserted the actual financial amounts allocated to the various District entities, over 30% of the unrestricted fund went to the District offices in 2007-2008. The District Budget Advisory Council and the Chancellor's cabinet discussed and reviewed the District's organizational structure and, as a result, reduced the amount to about 20% in 2008-2009 by further clarifying the District and college functions and by reallocating positions and offices to the colleges.

Because this process of separating District functions from college functions is ongoing, budget allocations continue to be revised.<sup>15</sup> It should be noted, however, that a significant part of the 20% allocated to the District supports operations at the colleges, for example, information technology services and human resources. Although the District continues discussion on these issues, the District in consultation with the colleges has implemented a budget allocation process that undergoes revision and modification within a basic philosophical framework. More important, it is a process that allows for, in an open and transparent manner, continued discussion of budget issues as they surface.

#### **Planning Agenda:**

- The District Budget Advisory Council will continue to assess the budget allocation process. (On-going, District, Office of Administration and Finance, College, Vice President of Business Services)

#### **District Recommendation 3: The teams recommend that college, campus, and district administrators and faculty delineate, document, and assess:**

- **The roles and responsibilities between and among the district's entities (Standard IVB.3; Policy and Procedures for the Evaluation of Institutions in Multi-College/Multi-Unit Districts or Systems);**

<sup>12</sup> See the minutes of DBAC for February and March, 2009.

<sup>13</sup> See Exhibit G of the Riverside Community College Budget 2008-2009 for details.

<sup>14</sup> See Exhibit G of the Riverside Community College Budget 2008-2009 for details.

<sup>15</sup> Review the Riverside Community College Function Map.



- **The roles and scope of authority of the CEOs at the district and college/campus levels (Standard IVA.2);**
- **A feedback loop between and among the entities on key issues, such as planning, staffing priorities, etc. (Standards IVA.2, IVB.3, IVB.4, and IVB.6).**

**Description:**

The District's organizational structure delineates the roles and responsibilities among the District entities. A review of the District's organizational charts elucidates the areas of responsibility and reporting lines in a clear and coherent manner.<sup>16</sup> In addition, each college has its own organizational chart that clarifies the areas of administrative responsibility. Each college has a president and vice presidents that have different titles at the colleges to administer the areas of business services, academic affairs, and student services. Moreover, each of the administrative positions in the District and those at the colleges has job descriptions. The job descriptions of the CEOs of the colleges and of the Chancellor underwent revisions before the District advertised for a college president at Riverside City College and for a Chancellor.<sup>17</sup> Both positions were filled in 2009. The organizational structure of each college differs slightly based on the specific needs of the college. The CEOs of each college have authority to manage their institutions, and they serve as members of the Chancellor's cabinet, which has bi-monthly meetings to discuss District and college issues and also serves to complete the feedback loop between the District and the colleges.

To ensure that the District clarifies the areas of responsibility for each entity, the academic affairs/education services vice presidents of each college and the academic affairs associate vice chancellors at the District office developed "Function Maps" that illustrate in detail the distribution of responsibility between and among the colleges and the District entities.<sup>18</sup> The maps show which entities have primary, secondary, and shared responsibilities. Assessment and feedback on how well the District entities provide service occur through annual Administrative Program reviews, which include assessments in the form of surveys of all District administrative units.<sup>19</sup>

Faculty, staff, and students participate in the decision-making process by serving on the strategic planning committees and other specific committees at the college level and on the District Strategic Planning Committee. (See responses to Recommendation 1 and Recommendation 2 for more information about how the feedback loops work in the areas of planning and budget allocation.) In addition, several District-wide committees exist in the areas such as curriculum, assessment, budget advisory, and program review. Each of these committees has clear charges. A complete list of District-wide committees as well as their charges and membership undergo annual updates.<sup>20</sup> The District Academic Senate addresses issues affecting all three colleges, and the students have likewise developed their own college and District governance processes.<sup>21</sup>

**Evaluation:**

The District and the individual colleges have delineated and clarified the roles and responsibilities among the District entities within each college. Moreover, the District continues to assess and to separate District functions from college functions. For example, the Open Campus Office, which

<sup>16</sup> See the District's and each college's organizational charts.

<sup>17</sup> See the job descriptions for the president of Riverside and for the Chancellor.

<sup>18</sup> Review the Riverside Community College District Function Map.

<sup>19</sup> See sample survey from administrative program reviews.

<sup>20</sup> See the Academic Senate web page for a complete list of committees, membership, and charges.

<sup>21</sup> See the various student government organizational charts.

was located on the Riverside City College Campus but provided the infrastructure for alternative delivery courses in the entire District, has relocated to a facility off the campus in close proximity to the District Office. The District Budget Advisory Council continues to review, assess, and improve the resource allocation process.<sup>22</sup> As the changes occur, each college assesses the impact of the changes on its internal processes. Moreover, each college has its own mechanism for assessing its internal processes.

As the District continues to decentralize some services (while maintaining centralized services in areas where it is appropriate and efficient) and as each entity undergoes additional cycles of program review and administrative unit assessment, the District and the colleges uncover new issues and concerns. The evolution of the campuses into colleges required change and reorganization, but is complete as each campus now operates as an independent college. As the multi-college district matures, discussions will continue to be collaborative and passionate. The administrative and instructional program reviews, both comprehensive and annual, provide an opportunity for the various college and District entities to have open discussion, to assess the relationship between District and college autonomy in an effort to maintain an optimum balance and effectiveness, and to propose changes through the strategic planning and committee processes now in place.

The effect of these changes and of clarifying the roles and responsibilities among the District entities has strengthened autonomy of the three colleges and has allowed a clearer understanding of the role of the District to provide support for the educational and student service activities at each college. In fall 2009, to ensure that the changes are effective, the Office of Institutional Effectiveness will send a survey to the employees of the District to assess their awareness of the lines of authority and their evaluation of the effectiveness of the functions and the lines of authority as delineated at the individual colleges and at the District offices. The results will be disseminated to District and college constituencies and will be used to inform future planning.

#### **Planning Agenda:**

- In fall 2009, the District will survey all employees to assess the effectiveness of the functions and the lines of authority as delineated at the individual colleges and at the District office. The results will be distributed to all District and college constituencies and will be used to inform future planning. (Office of Institutional Effectiveness)

**District Recommendation 4: The teams recommend that the district clearly specify personnel selection procedures for district administrators including the position of chancellor. These selection processes must include input from the various college/campuses constituent groups (Standard IIIA.1, Standard IIIA.3, and IVB.1).**

#### **Description:**

The District has developed "Administrative Procedures" (AP) to implement Board Policies that clearly specify personnel selection procedures for all categories of employees. All of the

<sup>22</sup> Even though a review of the minutes of the Budget Allocation Model Committee and the District Curriculum Committee indicate areas of disagreement, the minutes also demonstrate an open and transparent discussion to resolve those differences.

procedures include input from appropriate college/campus constituent groups. In fact, during the 2008-2009 academic year, as a result of wide-spread discussion among and between various District and college entities, the District refined and used the newly developed CEO selection procedures to hire a District Chancellor and a president at Riverside City College. In fall 2008, the Office of Diversity and Human Resources began the process of collecting and revising all hiring policies and labeling them with an appropriate Administrative Procedure number.<sup>23</sup> The processes for hiring the Chancellor and the CEOs of the colleges have separate Administrative Procedure numbers. Each of these procedures needed revision to reflect the changes necessary for a multi-college District. In spring 2009, all of these procedures went through the shared governance process to receive input from the appropriate District entities before the District adopted them as formal administrative procedures. In addition, the Board of Trustees has adopted AP 3420: Equal Employment Opportunity Plan to assist in the recruitment of District employees.

**Evaluation:**

Prior to the 2008-2009 academic year, the District's hiring policies and procedures existed in various policies and documents. For example, the hiring processes for full-time tenure track faculty, for management (administrative) employees, and for classified employees were included in the regulations for Affirmative Action Policy #3099/4099. The temporary/one-year faculty hiring policy existed in an agreement with the Academic Senate, and the part-time faculty hiring procedure in the collective bargaining agreement. Also, no formal procedures existed for hiring CEOs in the District. Now all District recruitment and hiring procedures have been collected and formalized as part of official Board Policy and Administrative Procedures. These procedures now include a separate process for hiring administrative positions, the CEOs of the colleges, and the Chancellor. Moreover, the Board of Trustees adopted a formal process for the periodic review and assessment of all Board Policies/Administrative procedures (Board Policy/Administrative Procedure #2410).

**Planning Agenda:**

- None needed. Periodic reviews will be conducted to maintain optimum effectiveness. (Vice Chancellor Diversity and Human Resources)

**District Recommendation 5: As recommended by the 2001 accreditation visiting team, the teams recommend that the board of trustees implement its recently approved process for self-evaluation (Standard IVB.1g)**

**Description:**

On July 28, 2008, at a special Board of Trustees meeting, Dr. Narcisa Polonio, a consultant from the Association of Community College Trustees, led a follow-up discussion of the Board's self-assessment on April 26, 2008, which included a discussion of the Board's self-assessment tool.<sup>24</sup> The discussion at the July meeting built upon the Board's Special Planning Meeting of April 26<sup>th</sup>. At the June 11, 2008, Special Board Meeting, the Board met with Interim Chancellor Buysse and new Interim Chancellor Hendrick to discuss the goals and priorities for the Chancellor's Office. As

<sup>23</sup> See index of Board Policies and Administrative Procedures that specify the hiring procedures for all categories of employees in the District. Except for the position of Chancellor (AP 2431) and the position of President (AP 7121), all other procedures for recruitment and hiring fall under Board Policy/Administrative Procedure 7120.

<sup>24</sup> See the Board Self-Assessment Form.

a result of the April 26<sup>th</sup> and the June 11<sup>th</sup> discussions, at the July 28<sup>th</sup> meeting the Board directed Interim Chancellor Hendrick to address five (5) goals and priorities.<sup>25</sup> These goals, which closely align with the District's strategic themes and initiatives, result from the Board's self assessment. Also, in May 2009, the Board of Trustees again applied Board Policy 2745 to assess itself. Each member of the Board completed an anonymous self-assessment instrument.<sup>26</sup> Then, at a special Board meeting on May 19, 2009, Dr. Cindra Smith, who is recognized nationally for her expertise in governing boards and trustee development, facilitated a discussion of Board effectiveness based on the results of the self-assessment tool<sup>27</sup>. At the 16 June 2009 meeting, the Board reported plans and actions based on the results of its self-assessment.<sup>28</sup>

### **Evaluation:**

The Board of Trustees implemented its self-assessment process in 2008, but no formal reporting of the results was conducted. However, during the Special Meetings of April 26, June 11, and July 28, 2008, the Board structured part of its discussion on one of the seven dimensions of Board effectiveness, Management Oversight, by assessing its relationship with the Interim Chancellor and focusing on the Chancellor's search. Given the issues facing the District in 2008, it was particularly relevant that the Board focused its attention on one dimension over the others and worked closely with the Interim Chancellor. Additionally, the specific goals and priorities given to the Interim Chancellor reflect other dimensions of the Board's self-assessment process. Moreover, the Board's willingness to listen to constituency groups and to modify its search process for the Chancellor (a clear example of the Board's self-assessment activities related to Constituency Interface and District Policy Leadership), resulted in a successful Chancellor search and in codifying the search process into Administrative Procedures 2431<sup>29</sup>.

At its 19 May 2009 meeting, the Board again initiated its self-assessment process and reported the results of that process to the various entities in the District. The Board asked staff to collect material (topics and presentations) from its regular Board meeting agendas and from its committee meeting agendas that reflect the seven (7) dimensions of Board effectiveness outlined in Board Policy 2745<sup>30</sup>. Additionally, the calendars of Board members reflect their attention and commitment to several dimensions of their effectiveness including the Constituency Interface, Community College System Interface and Economic/Political System Interface. The President of the Board of Trustees summarized the way in which the Board has used these presentations and discussion topics along with sessions/meetings with leaders at the local, state, and federal levels to gain a sense of the Board's effectiveness and asked the members of the Board to complete a self-assessment survey, and to begin the self-assessment discussion in open session during the May 19, 2009, Special Board Meeting<sup>31</sup>. The results of this self-assessment process were then reported to the public and the institution at the June 16, 2009, Board meeting.<sup>32</sup>

### **Planning Agenda:**

<sup>25</sup> See the minutes of the Special Board of Trustees meeting of April 26, 2008, and of July 28, 2008, for the results of the planning meeting and a list of the goals for the Chancellor.

<sup>26</sup> See the Board self-assessment packet.

<sup>27</sup> See RCCD Board of Trustees Self Assessment Highlights

<sup>28</sup> See the minutes of the June 16, 2009, Board meeting.

<sup>29</sup> See AP 2431 – Chancellor Selection

<sup>30</sup> See BP 2745 – Board Self Evaluation

<sup>31</sup> See Agenda and Minutes for May 19, 2009 Special Board Meeting

<sup>32</sup> See Agenda and Minutes for June 16, 2009 Board

- The self assessment of the Board of Trustees will become part of the Board's annual calendar. In May of each year, the Board of Trustees will conduct its self-evaluation and report the results, plans, and action, if any, in June. (Office of the Chancellor)

#### **List of Supporting Documents and References\***

- See the Riverside Community College District Strategic Plan 2008-2012.
- See the Operational Guidelines for the Riverside Community College District Strategic Planning Committee (revised and formally adopted February 27, 2009) for a complete list of voting members.
- See the program review templates provided by the Office of Institutional Effectiveness.
- See the flow charts for each college's strategic planning process in the Operational Guidelines for the Riverside Community College Strategic Planning Committee.
- See the Operational Guidelines for the Riverside Community College District Strategic Planning Committee for a complete overview of the operating procedures and function of the RCCDSPC and of the roles and processes of the campus committees and District Offices.
- See the District Budget 2008-2009 for the line items for new initiatives.
- Review the minutes the strategic planning committees of the District and the three colleges.
- See the Introduction to the Riverside Community College District Budget for 2008-2009 for an explanation of the budget allocation process used to provide resources to the colleges and District Offices.
- See the Riverside City College suggested changes to the program review templates as an example. The District Program Review Committee addresses the recommended revisions.
- At the time of this report, March 2009, the data for "Report Card" has not been collected. The Visiting Teams will have access to this report when they visit in October 2009.
- See the Riverside Community College Budget Allocation Model Information—i.e., the membership, the minutes, including the various revisions of the model, and actions of the BAM committee.
- See the Introduction to the Riverside Community College District Budget 2008-09.
- See the minutes of DBAC for February and March, 2009.
- See Exhibit G of the Riverside Community College Budget 2008-2009 for details.
- See Exhibit G of the Riverside Community College Budget 2008-2009 for details.
- Review the Riverside Community College Function Map.
- See the District's and each college's organizational charts.
- See the job descriptions for the president of Riverside and for the Chancellor.
- Review the Riverside Community College District Function Map.
- See sample survey from administrative program reviews.
- See the Academic Senate web page for a complete list of committees, membership, and charges.
- See the various student government organizational charts.
- Even though a review of the minutes of the Budget Allocation Model Committee and the District Curriculum Committee indicate areas of disagreement, the minutes also demonstrate an open and transparent discussion to resolve those differences.
- See index of Board Policies and Administrative Procedures that specify the hiring procedures for all categories of employees in the District. Except for the position of

Chancellor (AP 2431) and the position of President (AP 7121), all other procedures for recruitment and hiring fall under Board Policy/Administrative Procedure 7120.

- See the Board Self-Assessment Form.
- See the minutes of the Special Board of Trustees meeting of April 26, 2008, and of July 28, 2008, for the results of the planning meeting and a list of the goals for the Chancellor.
- See the Board self-assessment packet.
- See RCCD Board of Trustees Self Assessment Highlights
- See the minutes of the June 16, 2009, Board meeting.
- See AP 2431 – Chancellor Selection
- See BP 2745 – Board Self Evaluation
- See Agenda and Minutes for May 19, 2009 Special Board Meeting
- See Agenda and Minutes for June 16, 2009 Board Meeting

*\*Copies of documents and evidence to support the foregoing narrative are available in the Team Room at all three colleges as well as at the District office.*

## **Campus Response to Recommendations of the 2007 Visiting Team**

Since the October 2007 visit and the January 2008 issuance of the action letter from ACCJC, considerable progress has been made toward addressing the three Campus Recommendations that were made by the visiting team. Our response to each of the visiting team recommendations is summarized briefly below.

**Campus Recommendation 1: The team recommends that the campus prepare for greater procedural and operational authority as an independent college. This should be demonstrated in several key aspects of student learning programs and services, leadership and governance. These include preparation for full authority of on-site administration, the development and approval of curriculum, and the process of planning and allocation (Standards I.B, II.A, II.B, IV.A).**

At the time of the October 2007 visit, the visiting team determined that the campus lacked sufficient procedural and operational authority to operate effectively as an independent college. Circumstances leading to this determination included the fact that a) numerous operational units on the campus, particularly in student services, had reporting relationships to the district office rather than the campus on which they were located; b) curriculum development and approval processes were centralized at the district level with minimal autonomy accorded the campuses; c) planning and resource allocation processes, while well-defined at the campus level, were disconnected from decision-making taking place primarily at the district level; and d) the discretionary authority of the Campus President with regard to budget allocations was severely constrained, both in terms of the amount of resources available and the ability of the President to shift funding from various accounts to better address campus priorities. Since that time, significant changes in operational procedures and processes have been made that effectively address each of these issues. These recent procedural modifications are discussed in detail below:

### **Reporting Relationships**

With specific regard to student services functions, the vice presidents overseeing these areas at each campus attended a series of meetings with the Interim Vice Chancellor for Student Services during the summer of 2008 that resulted in recommendations to the Interim Chancellor concerning the locus of responsibility for various student services units. Among the changes in reporting relationships implemented or in the process of being implemented as a result of this effort are the following:

- DSPS, EOPS and Financial Aid staff located on the Norco Campus began reporting to the Norco Campus Dean of Student Services in January 2009. An Associate Dean for Special Funded Programs position was approved in fall 2008 and filled in spring 2009. This position, once in place, was charged with overseeing the campus's DSPS, EOPS and CalWORKS programs and personnel. A Director of Financial Aid will be hired once the campus becomes accredited and federal funds become available to offset the cost of the position.
- The position of Director, Health Services for Norco Campus was approved in fall 2008 and hired in spring 2009. Health Services programs and personnel based at Norco now report to this Director, who, in turn, reports to the Norco Campus Dean of Student Services.
- Admissions and Records programs and personnel based at the Norco Campus now report to a campus-based Admissions and Records Supervisor, who, in turn, reports to Norco Campus Dean of Student Services. An Associate Dean of Admissions who will be

responsible for A&R, outreach, and assessment will be added to the management team for the 2010/2011 academic year following successful accreditation of the campus.

- Food services on the Norco Campus will fall under the authority of the campus Vice President of Business Services on the completion of the new food-service facility located in the Student Success Center, scheduled to occur in fall, 2010. At that time, a Director of Food Services will be added to the management team and will report to the Vice President of Business Services.
- Job-placement services provided on the Norco Campus were assigned to the campus Career/Transfer Center in fall 2008, and a student employment specialist was added to the Norco team to provide student employment opportunities through CalWORKS, Student Financial Services, and general job placement.

### **Curriculum Development and Approval Processes**

In fall 2008, the Riverside Community College District Academic Senate approved sweeping changes in its curriculum-approval procedures that granted significant discretionary authority to campus curriculum committees in approving courses and programs to be offered exclusively on their campuses. For curricula to be offered district-wide, the voting procedures of the District Curriculum Committee were revised to allocate one vote to each campus, thereby placing each campus on an equal footing with regard to district-wide curriculum matters. The Norco Campus Curriculum Committee, which met regularly during the 2007-2008 academic year, began approving campus-based curriculum under the new procedures in December 2008.

### **Planning and Resource Allocation Processes**

In fall 2008, the Interim Chancellor's Executive Cabinet approved a new budget allocation model that had been developed by a task force comprised of chief business officers, faculty, students and classified employees from throughout the district. Under this model, placed immediately into effect for the 2008-2009 academic year, funds allocated to campuses are spent in accordance with priorities identified via the campus program review and resource allocation processes, thereby establishing a linkage between campus-level planning and the district budget allocation process.

### **Discretionary Authority of Campus President**

In 2008-2009, contingency funds available to the Norco Campus President to address campus needs emerging over the course of the year increased from \$40,000 to \$185,000. Of even greater significance is the fact that the Norco President was accorded increased discretion in allocating unspent funds from among different budget categories to better address campus priorities.

Thus, in a remarkably short period of time, Norco Campus, working in close collaboration with district administration, has prepared itself for greater procedural and operational authority as an independent college in accordance with the visiting team's recommendation. Numerous reporting relationships have been shifted to the campus level; key mid-level administrative positions have been added or are in the process of being added by the campus; curriculum- approval procedures have been revised to reconcile the district's commitment to the "one-district, one-curriculum" principle with the need for campus curriculum committees to exercise greater authority over curriculum proposals affecting their campuses; planning and resource allocation at the campus level has been effectively linked to district planning and budgeting procedures; and a greater degree of discretionary authority over campus budgets has been given to the Norco



President. As a result of these significant changes, Norco Campus is far more fully equipped to function as an accredited college than was the case in 2007.

**Campus Recommendation 2: The team recognizes that significant progress has occurred with Student Learning Outcomes. However the team recommends that the efforts be accelerated to expand recurrent cycles of authentic assessment and campus-wide dialogue on results (Standards I.B, II.A, II.B).**

At the time of the 2007 accreditation visit, significant progress regarding the identification of course-level SLOs had been made by the district, an accomplishment that was recognized by the visiting team and is reflected in the wording of this recommendation. Since that time, Norco Campus has accelerated its efforts, with particular emphasis on the measurement of course-level SLOs. The position of Associate Dean of Student Success was added to the campus administrative team in September 2008. Among the duties assigned to this position was to assist faculty members in measuring their course-level SLOs. The campus established a target of conducting SLO measurements on 70 percent of all Norco course offerings during the fall '08 semester and 90 percent of all campus offerings in spring '09. The fall '08 target was met, and the spring '09 target is on course to be met as well. Beginning in the 2009-2010 academic year, campus faculty will accelerate the pace at which improvements to their courses will be made based on the results of their SLO assessments, thereby completing the cycle of outcomes identification, measurement, and course improvement, a cycle that will be repeated periodically once fully implemented.

Concerning program-level student learning outcomes, in spring 2009, the district and campus curriculum committees approved SLOs for each of the seven areas of emphasis that had been approved during the 2007-2008 academic year. At the Norco Campus, the Curriculum Committee approved program-level SLOs for all career/technical certificate and degree programs offered exclusively at the Norco Campus in April 2009. At the district level, work continues on integrating assessment of general education SLOs across the curriculum and identifying and measuring program-level SLOs for academic and career/technical degree and certificate programs offered by two or more RCCD campuses.

**Campus Recommendation 3: The team recommends that strategic planning include the total cost of ownership for allocations, such as staffing, professional development, technology, and planning for all new facilities and capital projects, including long-range planning (Standards III.A.2,6;III.B.2.a;III,C.1.b,d; III.C.2;III.D.1 a-d,3).**

At the time of the October 2007 visitation, the total-cost-of-ownership concept was in use for certain planning activities, such as capital development and new personnel appointments. However, use of TCO principles was fragmented and not considered a required element in all planning activities, including the program review process.

TCO principles are now embedded in the strategic planning and capital development processes. Instructional and non-instructional departments must now consider the total cost of an initiative regardless of the type of resource needed (e.g., personnel, equipment, supplies, services, or additional facilities). New position requests consider all costs associated with personnel, such as statutory benefits, employer-provided benefits including health and welfare, professional

development, office and other support space, and equipment requirements. Likewise, proposals to acquire new programs or expand existing programs must include all personnel, equipment, and facility-related resource requirements.

When initiating a new facility or facility-renovation project, the district requires its entities to consider all additional costs associated with the new space; the concept of “idea-to-occupancy” is holistic in nature and embedded in the budget allocation model labeled as “new facilities.” The new-facilities component of the BAM provides an opportunity for entities to schedule all new costs associated with the acquisition of new or renovated space. Examples of such costs include but are not limited to instructional and non-instructional full- and/or part-time personnel; utility expense; supplies; services; instructional and non-instructional equipment, including technology infrastructure; and end-user hardware and software.

An equipment-acquisition-and-replacement plan was recently developed to recognize replacement cycles for instructional and non-instructional equipment and computer hardware and software. Equipment life cycles are determined by the normal, useful life of equipment as well as district-wide technology standards. Additionally, since new equipment requires ongoing support, the respective areas that provide such support are expected to conduct assessments to determine whether additional personnel are needed. This forecasting tool is extremely useful for such strategic planning purposes as resource development and financial planning, e.g., the Norco Campus Mid-Range Financial Plan.

This comprehensive approach to considering true total cost of ownership related to new facilities, programs, services and other initiatives not only complements the strategic planning and decision-making process, it has enhanced decision-making throughout the organization.

## Report on Planning Agenda Items from 2007 Self Study

Addressed in this section are the Planning Agenda Items generated from the 2007 Self Study Report. During the spring semester of 2008, the items were tabulated and distributed to the appropriate Norco Strategic Planning subcommittees for review, evaluation, updating, and, where necessary, action.

### **Standard I: Institutional Mission & Effectiveness**

#### ***IA – Institutional Mission Planning Agenda Items and Report***

##### **1. Continue to review and revise Norco's programs and services in response to changes in the community and following local assessments of student learning effectiveness (I.A.1).**

The Norco Office of Educational Services, in collaboration with the instructional and student services deans and chairs and assistant chairs of Norco Academic Departments, has recently completed the 2009-2010 Norco Campus Catalog, which details the academic and vocational programs, certificates, and courses obtainable at the Norco Campus.

In addition, the Norco Campus has made significant progress in the area of assessment of student learning. Assessments of SLOs occurred in over 70 percent of all courses offered during the fall 2008 semester; the targeted assessment of 90 percent of spring 2009 offerings is on course to be met as well. Program-level SLOs have been developed for all Norco-based career/technical programs and approved by the Norco Curriculum Committee. Workshops continue to be offered through the Faculty Development Program on the Norco campus to enhance the understanding of assessment and to share successful examples across the campus. The Office of the Associate Dean of Student Success, established in fall 2008, has provided valuable assistance in assessment design and evaluation.

##### **2. Continue to develop new programs and services to serve the needs of the identified student population, utilizing input from the Norco Academic Senate, the Norco Strategic Planning Committee (NSPC) and the District Office of Institutional Research (I.A.1).**

The implementation of Student Success Track (a module for basic skills students incorporating learning community scheduling concepts) and the work of both the Student Success committee and the Norco Honors Program have addressed the needs of Norco Campus students at all levels of academic preparedness. The recently approved Game Art certificate program has been successfully developed on the Norco campus. New courses and programs in commercial music are in the process of being developed, and the campus will offer its first commercial music course in the fall 2009 semester, at which time the campus will also unveil its new piano lab, vocal music rehearsal space, and recording studio.

##### **3. Review and incorporate information from the new Environmental Scan (to be published in late 2007) in order to better serve the Norco Campus learning community (I.A.1).**

Data from the RCCD Environmental Scan (July 2007) was incorporated into the Norco Educational Master Plan (adopted in January 2008) and the District Strategic Plan (adopted in September 2008), as well as the most recent academic, administrative, and student services program review documents. Of particular interest to the Norco Campus are the areas of anticipated

growth both to the north (Eastvale) and to the south (Dos Lagos/Lake Elsinore). Growth in these areas is expected to average 10 percent annually. The Educational Master Plan identifies the need for a South Corona Educational Center, and plans for this facility are proceeding in accordance with the timeline identified in the Master Plan.

**4. Revise the method of distribution of the Norco mission statement to ensure a wider audience:**

- **Include the statement in all print and electronic publications, reports, and flyers, including the latest course catalog.**
- **Display the statement in prominent locations on campus such as in the Admissions lobby and in campus display cases (I.A.2).**

Spearheaded by the Institutional Mission and Effectiveness Subcommittee, the Norco Strategic Planning Committee (NSPC) revised the Norco mission statement during fall 2008. The revised mission statement was approved by the Board of Trustees in December 2008. The mission statement is publicized in all major campus publications, appears on the campus website, and has been incorporated into the Norco-produced informational video that is often screened in the lobby of the admissions building. Framed copies of the campus mission statement were placed on display throughout the campus in March 2009.

***I.B – Improving Institutional Effectiveness Planning Agenda Items and Report***

**1. Continue to ensure that all decision-making is a collaborative, dialogue-driven process that involves all Norco constituencies (I.B.1).**

Decision-making regarding the prioritization staffing and equipment needs on the Norco Campus are accomplished via Academic, Administrative, and Student Services

Planning Councils. The Administrative and Student Services Planning Councils are composed of administrators, staff, and faculty. The Academic Planning Council is co-chaired by a department chair and the Dean of Instruction and remains a standing committee of the Academic Senate. All council memberships, prioritization criteria, and council minutes are posted on the Norco website. All planning council recommendations are referred to the NSPC Co-Chairs Council for review and then on to the Norco Strategic Planning Committee. In late fall 2008, the Norco President convened an Emergency Budget Action Group comprised of faculty, staff, student and management representatives to provide consultation in formulating a campus response to the current state budget crisis.

**2. Utilize specific campus-based parameters for data collection from the district Office of Institutional Research (I.B.3).**

The district-wide Office of Institutional Research has formalized and streamlined a web-driven process for institutional data requests and feedback (<http://academic.rcc.edu/ir> ). Campus-based data requests are available to all Norco constituents. Campus-based data regarding enrollment, demographics, instructional productivity and other parameters are compiled annually in the RCCD Fact Book. In addition to data and analysis provided at the district level, the new campus-based Associate Dean of Student Success has played a critical role in the generation and evaluation of campus-specific research.

**3. Explore means for effectively communicating information about institutional quality to the appropriate to the appropriate public constituencies (I.B.5).**

Norco effectively communicates information to public constituencies about institutional quality through the Fact Book, the Norco website (including information about academic departments and programs), Norco Campus governance and strategic planning), and, most recently, by establishing a presence on YouTube and MySpace. Also, the Norco Campus President and Vice-Presidents have disseminated information about institutional quality (data related to the Educational and Facilities Master Plan, student access to campus programs and services, and student-access information) at City Council, Economic Development Advisory Committee, Chamber of Commerce, and Norco Kiwanis meetings.

**4. Continue to regularize processes and standards to aid in the evaluation of the effectiveness of the planning cycle for purposes of resource allocation (I.B.6).**

The district and campuses have incorporated the Budget Allocation Model (BAM) to clarify and identify procedures for budget allocation. The BAM is to be reviewed and adjusted year to year. New program initiatives, enrollment growth, efficiency and budget savings are among the criteria addressed by the model. At the campus level, the current planning/resource allocation process has been in place for two years and was evaluated via a survey of faculty and staff in spring 2009.

**5. Continued monitoring and modification/improvement of evaluative processes listed above for instructional programs, student support, library, and learning support (I.B.7).**

Over 70 percent of the courses offered on the Norco Campus during the fall 2008 semester were actively engaged in assessment of SLOs. The campus is working to ensure that policies and practices are in place to ensure that campus goals are implemented and evaluated. Assessment

practices in particular are being used to help with planning and resource allocation decisions. Program review processes undergo a continuous cycle of evaluation and revision. Most recently, in 2008-2009, the processes by which student services' learning and service area outcomes are developed and measured were significantly upgraded.

**6. Collaboration and communication with Norco Strategic Planning Council (I.B.7).**

Minutes from the meetings of the Norco Strategic Planning Council, NSPC Co-Chairs Council, and NSPC subcommittees are posted on the Norco website. In addition, the Norco website also provides access to minutes from the Academic, Administrative, and Student Services Planning Council meetings as well as the meetings of the Norco Academic Senate.

**7. Periodic review of the Norco Educational Master Plan in order to evaluate the effectiveness of mechanisms for resource allocation on Norco Campus (I.B.7).**

A new mechanism was devised by the Academic Planning Council to determine resource allocation. The Budget Allocation Model (BAM) is used to determine resource allocation needs, and the outcomes from BAM committee regarding current and future plans are then communicated to the campus community at NSPC meetings. During the fall 2008 semester, progress reports on Educational Master Plan goals and objectives were presented at monthly meetings of the NSPC.

**Standard II: Student Learning Programs & Services**

***II.A – Instructional Programs Planning Agenda Items and Report***

**1. Utilize the results of Norco campus data studies to further define Norco enrollment and learner needs (II.A.1.a).**

As a result of various data studies conducted at the Norco Campus, the Success Track scheduling module was developed. Also, the Vice President of Educational Services, assisted by the Associate Dean of Student Success, gathers data to assess and determine the needs of our students through enrollment management and institutional research. As a result of these analyses, the campus was able to accommodate enrollment growth in excess of 15 percent for the 2008-2009 academic year while keeping the total number of section offerings constant.

**2. Continue developing and assessing the effectiveness of SLOs for all degrees, certificates, and programs (II.A.1.a).**

Norco Campus continues to develop and assess the effectiveness of SLOs through continuing workshops, newly developed forms, ongoing dialogue, and increased assessment activities through the District Assessment Committee (DAC). Seventy percent of all courses offered at Norco in fall 2008 conducted course-level SLO assessment; assessments were conducted in nearly 90 percent of Norco classes in spring 2009. Program-level SLOs for all Norco-based career/technical programs were developed and approved by the Norco Curriculum Committee in spring 2009. Norco faculty and instructional administrators contributed to the adoption of program SLOs for each of the district's nine areas of emphasis in spring 2009.

**3. Continue to identify, monitor and test new technology which enhances or improves the quality of online or face-to-face instruction (II.A.1.b).**

Regarding the use of new technology to improve the quality of face-to-face instruction, Norco recently made a \$100,000 investment in new instructional presentation technology in Theatre 101 designed to

promote improved instructional delivery in large lecture classes. All of the classrooms in the West End Quad are equipped with state-of-the-art instructional technology and are planning to do the same in the new Phase-III Industrial Technology building. Further, a \$ 27,000 technology upgrade to an existing "smart classroom" was implemented in spring 2009. With regard to online instruction, workshops and technical support have been provided to train instructors in the use of streaming video and interactive webinar technology. Beginning in fall 2009, provision of this training was decentralized from the district office to the campuses, resulting in improved convenience and higher utilization for Norco faculty.

**4. Continue to develop certificate- and degree program-level SLOs for those programs active on the Norco Campus (II.A.1.c).**

Norco has developed SLOs for almost 100 percent of its courses and all of its campus-based certificate and degree programs. Course-level SLO measurements have been conducted for nearly 90 percent of all Norco class offerings, and improvements are being made to courses based on the results of these assessments. Systematic assessment of program-level SLOs for campus-based career/technical programs will commence in fall 2010 pending the newly approved SLOs' publication in the 2010-2011 course catalog.

**5. Continue to develop assessment tools and procedures for programs and disciplines, and use the results of these assessments to make improvements to courses and programs (II.A.1.c).**

Norco continues to use new assessment tools and procedures to assess student learning at the course, program, certificate, and degree level. New ways of assessing non-collaborative, single-course outcomes have been utilized as well as inquiry-process

planning guides. In fall 2008, over 70 percent of the individual courses offered on the Norco Campus participated in assessment of SLOs followed by assessment of nearly 90 percent of class offerings in spring 2009. Methods of assessment currently employed include pre-test/post-test, portfolio assessment (both hard copy and electronic), audio/video analysis, scoring rubrics, and standardized-test score results for professional licensure.

**6. Conduct additional SLOs- and assessment-activities training at the Norco Campus (II.A.1.c).**

The first of multiple workshops focused on training faculty in assessment activities was conducted on March 18, 2008. Workshop offerings continued throughout the end of spring 2008 semester and into the fall semester. Additionally, the Associate Dean of Student Success has presented at NSPC and department meetings and continues to offer one-on-one training to full-time and part-time faculty. Furthermore, faculty development opportunities have been available with an emphasis on SLOs and assessments.

**7. Continue to engage in intercampus dialogue geared toward aligning the district's curriculum review and approval processes with the multi-college district structure (II.A.2.a).**

A new electronic platform for curriculum approval (CurricUNET) has been adopted to streamline the process of developing new curriculum. The curriculum approval process itself has been significantly revised, allowing for independent development and approval of campus-specific curriculum. Norco recently completed the process for the state approval of a new two-year, 36-unit Game Art certificate comprised of CIS and Art classes. Norco has its own curriculum committee independent of the district

functions and began formally approving campus-specific curriculum in fall 2008.

**8. Continue to utilize faculty, program, and industry advisory expertise to develop assessment tools and procedures for certificate and degree programs at Norco Campus (II.A.2.b).**

Input derived from advisory committees has played an essential role in the development of SLOs and assessment methods. For example, a portfolio-based method of assessing program SLOs in the campus's manufacturing certificate and degree programs was developed in response to suggestions from advisory committee members from the manufacturing industry.

**9. Monitor the annual program review updates for disciplines and non-instructional programs. Use the information from these updates to improve programs and services for students at Norco Campus (II.A.2.e).**

The annual program review documents submitted by Norco Campus contain specific assessment activities by discipline, program, certificate, and degree. The District Assessment Committee (DAC) receives these reports and ranks each of these entities separately, employing a five-level rubric incorporating accreditation standards from ACCJC. Upon the rubric's completion, DAC provides a report to the departments on each campus. At Norco, these rankings have informed the ranking criteria employed by the Academic Planning Council for the past two years. In addition to the annual program review updates, resource allocation at the Norco campus is driven by the comprehensive program review and assessment of disciplines, occupational certificate and degree programs, and student support programs. In particular, the Norco Strategic Planning Committee's staffing and equipment allocation

recommendations are in large part based on this information.

**10. Use data from the Office of Institutional Research and information provided by faculty, staff, and community advisory groups to further define and develop those new programs most needed by the communities served by the Norco Campus (II.A.2.e).**

The Office of Institutional Research provided analysis of labor market data that was used in support of the recently approved degree and certificate programs in computer gaming. Similarly, support from this office will be enlisted in preparing new programmatic curricula in commercial music, the campus's most recently approved discipline.

**11. Continue comprehensive program review and assessment of disciplines, occupational certificate and degree programs, and student support programs, and engage in annual program review updates to provide input into campus master planning (II.A.2.f).**

Data and related-needs assessment compiled in Norco Student Services Program Review documents formed the basis for the design of space in the recently approved Student Success Center. Information contained in annual instructional program reviews will play a significant role in designing secondary-effects projects for space to be vacated upon completion of the new Industrial Technology Building and Student Success Center.

**12. Participate in, provide input, and revise district and campus-based program review and assessment processes and activities as needed (II.A.2.f).**

On an ongoing basis, faculty and staff from Norco serve on district-wide committees to provide input into program review and

assessment processes and activities. At this time, faculty chairs for both the DAC and district-wide Program Review Committee are Norco faculty. At the campus level, the student services program review process and content has undergone significant revision with an emphasis on strengthening the identification and assessment of student learning and service area outcomes.

**13. Ensure that all program reviews submitted starting in fall 2007 contain at least one student learning outcome at the program level (II.A.2.f).**

Beginning with submission of all annual program reviews and comprehensive program reviews in spring 2008, assessment plans will map course SLOs to general education SLOs, begin to map course SLOs to areas-of-emphases SLOs, specify assessment activities, and submitted to the DAC for feedback.

**14. As Norco Campus develops academic degree programs in specific major areas (see Planning Agenda, Standard II.A.2.c), program-level SLOs will be concurrently developed (II.A.2.i).**

With the implementation of the seven areas of emphasis (Humanities, Communication, Math & Science, Creative & Performing Arts, Social Sciences, Administration & Information Systems, and Wellness & Physical Education), Norco has participated in district-wide committees to develop specific outcomes for each of these areas; these program SLOs were approved by the campus and district curriculum committees in late spring 2009.

**15. Devise and test various measurement techniques for current occupational programs and proposed academic degree programs, such as capstone courses, portfolio assessment, and the like (II.A.2.i).**

A number of such techniques already exist and have been employed. Additional



assessment techniques are being explored, one of which is the use of electronic portfolios. A member of the Norco Campus English faculty was granted a sabbatical leave for fall 2008 for the express purpose of conducting research on electronic portfolios, and a pilot program involving the use of eportfolios in a variety of class environments was conducted spring 2009 semester.

**16. Ensure that all disciplines submitting program reviews beginning in fall 2007 include program-level SLOs (II.A.2.i).**

All disciplines map course-based outcomes to programs and areas of emphasis, and, with the support of Norco's Associate Dean of Student Success, course-level assessments have been completed and program-level SLOs and measurement techniques have been devised.

**17. Review General Education requirements; continue campus-wide dialogue and participate in district-wide dialogue regarding possible revision/update of the general education majors (II.A.3.a).**

Norco faculty are chairing and participating in district-wide committees established through the academic senates to review and, as necessary, revise both general education SLOs and requirements and SLOs and requirements for the seven major areas of emphasis.

**18. Conduct employer surveys to assess the satisfaction of area employers with the performance of graduates of vocational degree and certificate programs (II.A.5).**

Implementation of employer surveys will be held in abeyance until fall 2010, once the newly approved program-level SLOs for campus-based career/transfer programs have been published in the course catalog.

**II.B – Student Support Services Planning Agenda Items and Report**

**1. Assess effectiveness of SLOs and SAOs developed for each service area within Student Services during the 2007-2008 academic year (II.B.1).**

The effectiveness of SLOs and SAOs are assessed by the program lead(s) in each service area. Comparative data from fall to spring terms, during one of the two semesters, or on a year-to-year basis are utilized. The data are individually based within all of the individual student services departments. Beginning in January 2009, the new Dean of Student Services, with the support of the Associate Dean of Student Success, began working with student-services programs staff to revise their SLOs and SAOs with the goal of increasing the breadth and rigor of their assessments.

**2. Discuss program modification and/or changes to SLOs based on these assessments (II.B.1).**

Upon reviewing the current state of SLO and SAO assessments, the new Dean of Student Services embarked upon a process of improving student services outcomes assessment. Results of this strengthened approach to assessment are reflected in the 2009 Norco Student Services Program Review.

**3. Continue to refine and implement procedures intended to reduce the time lag associated with evaluation processes (II.B.1).**

The Evaluation Office has continued to refine and implement procedures to reduce the lag time associated with the evaluation process. The Evaluator has reduced the lag time from seven months to five months. In order to make a significant reduction in the lag time, two part-time hourly staff members were hired to assist the full-time Evaluator.

Admissions & Records has requested a second full-time Evaluator position through the annual program review process. In fall 2008, the three campus vice presidents for student services and educational services, in collaboration with the Interim Vice Chancellor for Student Services and Operations, made a recommendation to centralize the district's evaluation processes and staff with the goal of achieving further improvements to the efficiency of the evaluation process. This recommendation was approved by the District Executive Cabinet and scheduled for implementation in spring 2009.

**4. Norco Academic Senate and Student Services will form a committee to recommend format, design, and appropriate information for inclusion in the 2008-2009 publication of a separate Norco catalog and schedule of classes (II.B.2).**

Norco administrators have participated in a district-wide committee charged with determining when three separate college catalogs would be published. Based on this committee's recommendation, a decision was made to transition to three separate college catalogs in the 2009-2010 academic year. During 2008-2009, the Norco Dean of Instruction, in collaboration with department chairs and assistant chairs, worked to determine the courses and programs to be included in the Norco catalog. With additional input provided by the Vice President for Educational Services and the Dean of Student Services, the first Norco Campus catalog was completed and is scheduled for distribution in fall 2009.

**5. Explore the development of a student satisfaction survey (II.B.3.a).**

Although the district chose not to administer the CCSEQ survey in 2008, the Norco Campus, using an allocation from the President's contingency fund, administered the survey in late spring 2008, enabling the campus to review and analyze time series

data for 2004, 2006, and 2008. Analysis of this data provided valuable input that was employed in the design of the new Student Success Center scheduled to open in 2010. Additionally, the self-study team developed and administered a survey of students in fall 2008.

**6. Continue to offer outreach opportunities to prospective Norco students (II.B.3.a).**

Outreach Services continues to offer student-ambassador services to the local CNUSD high schools on a weekly basis. Also, application workshops, RCC presentations, and assessment testing continues to be offered in the high schools each year in our efforts to expand awareness and enrollment opportunities.

**7. Analyze trends of student participation in student activities and modify existing programs or create new activities programs to address identified student needs and interests (II.B.3.a).**

The Student Activities Office is currently compiling all data from the events that transpired this academic year (including participation numbers, nature of events, demographics of participants, and frequency), and the Student Government is in the process of creating a survey that will concentrate on identifying students' likes, dislikes and desires in terms of activities and events on campus. Based on the outcome of the survey, the Student Activities Office will plan the next academic year's activities schedule. The survey is to be distributed and collected by the end of the last week of classes and before finals. The data will be analyzed during the last weeks of June 2009.

**8. Continue to re-evaluate the campus environment and expand or modify programs and services as the campus enrollment grows and changes, in order to provide an environment that enhances**

**students' sense of responsibility as well as their intellectual, personal, and aesthetic development (II.B.3.b).**

To date, numerous recent improvements have been made to the campus environment, and additional improvements have been planned and designed based on analyses conducted under the auspices of the 2008 Educational Master Plan, the 2009 accreditation self study, and other campus planning initiatives. Improvements already implemented include the installation of exterior tables and seating throughout the campus, the purchase and installation of interior furniture on the ground floor of the Airey Library, the hanging of banners bearing the campus's "Mustang Pride" slogan, installation of a new artificial-surface soccer field, and improvements to campus signage and landscaping. Additional planned improvements include expanded space for student activities, socialization, and dining to be provided by the newly planned Student Success Center.

**9. Continue to increase the number of students completing Student Educational Plans (SEPs) at Norco Campus (II.B.3.c).**

In order to increase the number of students completing an SEP, the counselors have instituted a reminder system by which a postcard is sent out during the semester to remind students to make an appointment to see a counselor for an SEP. Since the implementation of the appointment-reminder system, the counseling department has had a significant increase among the number of freshmen students completing a two-year SEP. Continued progress in this regard is contingent upon the campus adding counseling and educational-advising staff. Toward this end, a full-time counselor position is being recruited for the 2009-2010 academic year.

**10. Enhance data collection and review for the Norco Campus (II.B.4).**

Data collection for the Norco Campus has been enhanced as a result of several initiatives:

- The Student Success committee has been utilizing data pertaining to student utilization of supplementary instruction and other support services and the relationship of service utilization to student success rates.
- Department chairs and assistant chairs have been trained in the utilization of enrollment and productivity data provided by the District Institutional Research Office as an enrollment-management tool. Based in large part on the information gleaned from this data, enrollment and faculty productivity at Norco have increased by 34 percent over the past two and one-half years.
- Student services units at Norco have made greater use of data in preparation of their 2008 program reviews, strengthening the empirical basis upon which student learning outcomes and service area outcomes are assessed.

**11. Measure all Student Services programs' SAOs and SLOs during the 2007/08 academic year using stated assessment measures from Norco Student Services Program Review (II.B.4).**

Baseline and benchmark measures were gathered and included in the 2007-2008 Student Services Program Review with the exception of Job Placement Services. These measures are being revised for 2008-2009 in an effort to enhance their breadth and rigor.

**12. Implement program changes, as needed and appropriate, based on data derived from SLOs and SAOs assessment measures (II.B.4).**

Implementation or changes within the Student Services Division is subject to approval by the Dean of Student Services. Proposed changes are supported with measurable data as evidenced by the established evaluation process occurring from fall to spring. One recent change implemented as a result of data assessment was the enlistment of federal work study students in assisting incoming students during peak registration periods, resulting in a dramatic reduction in wait times in the counseling office in spring 2009.

## ***II.C – Library & Learning Support Services Planning Agenda Items and Report***

**1. Under the leadership of the Assistant Dean of Library Services, continue efforts to enhance the currency of the materials collection, with the following goals for 2008-2009 (II.C.1.a):**

- **At least 20 percent of the collection will consist of materials published after 2000.**
- **More than half of all volumes will have been selected by Norco faculty.**

In 2007-2008, the Norco Library received \$40,000 for the purchase of new titles. Additional investment of a similar magnitude was made in 2008-2009. As of fall 2008, approximately 20 percent of the collection had been published after 2000, up from roughly 7 percent in 2007. In 2008-2009, 49 percent of the library materials purchased were faculty initiated, representing a significant increase from previous years. The five-year financial plan for the Norco Campus includes a permanent line item of \$50,000 from the general fund for the acquisition of library books and materials, beginning in 2010-2011. By establishing ongoing support from the general fund for library book acquisition, the campus will have a stable source of library-materials funding, reducing its reliance on the state instructional capital block grant,

which is subject to variation from year-to-year.

**2. Redefine and strengthen the relationship between the Norco Library and the Norco Strategic Planning Council and the Norco Educational Master Plan (II.C.1.a).**

Library faculty and administrators have taken an active role in Norco strategic planning. The Assistant Dean of Library/Learning Resources is a member of the Norco Administrative Planning Council and the Student Learning Programs and Services Subcommittee of the NSPC. Along with the Assistant Dean, library staff and faculty all serve as members of the NSPC. In addition, the faculty librarian is an active member of the Norco Academic Senate. Finally, the Assistant Dean of Library/Learning Resources and faculty librarian actively participated in the development of the Norco Educational Master Plan and Facilities Master Plan development process. As a result of these efforts, library objectives, needs, and learning outcomes are now more closely integrated with the campus's strategic planning and resource allocation processes.

**3. Explore resource and equipment needs for Norco Library relative to JFK High School student needs (II.C.1.a).**

The Assistant Dean of Library/Learning Resources periodically attends weekly meetings with JFK's principal and the Norco Dean of Instruction and maintains an ongoing dialogue with the JFK principal. In addition, JFK students' needs and issues are discussed as standing agenda items at Norco librarian and library staff meetings.

**4. Continue to explore new technologies that may support student learning, such as**

**RFID, podcasting, and online information competency/literacy training (II.C.1.a).**

With the current size of the library and its collection, the use and implementation of an RFID system would not be cost-effective and would require a considerable initial investment. This technology will be considered in the future as the library and its collection grows.

Through the Dean of Instruction and Faculty Development, the current Instructional Support Specialist is working on implementing podcasting/screencasting technology throughout the campus. Faculty training in such podcasting applications as Camtasia is currently in development. In addition, through Open Campus, the Library I course (Information Competency) is offered online to RCC students.

**5. As Norco attains college status, library policies, procedures and learning support services will be reviewed in order to assess when and how additional services need to be offered to students and faculty (II.C.1.b).**

Under the leadership of the Assistant Dean of Library/Learning Resources, library policies, procedures, and learning support services are reviewed and assessed in collaboration with library faculty and staff on an ongoing basis, resulting in the addition of many new services and procedures including:

- fifty-three new student computers purchased in spring 2007
- six additional student computer workstations added to library in winter 2008
- the library's open hours extended
- the development of new library closing procedures
- a new reference desk computer purchased in spring 2008

- an additional student-system printer purchased in spring 2008
- the development of new deselection process and guidelines procedures
- new Library Skills Workshop procedures for students and faculty developed
- the restructure and reorganization of IMC offices and operations
- the adoption of new Library Skills Workshop procedures for students and faculty.

**6. Norco Library faculty will explore the possibility of offering Library I (Information Competency) courses in a face-to-face format at JFK High School in the late afternoon (II.C.1.b).**

Library I was offered on the Norco Campus in a face-to-face format in spring of 2009, and JFK students were recruited to enroll in Library I on the Norco campus. Twenty students enrolled in the initial offering of the course.

**7. Develop a library orientation/update series of workshops for new and continuing faculty (II.C.1.b).**

The library staff gives presentations at the new-faculty orientation sessions given each year. Library orientation sessions for continuing faculty are always available upon request.

**8. Conduct assessment of tutorial services by 2007/08, comparing the success rates of students using the service with success rates of non-users (II.C.1.b).**

Assessment of tutorial services has been conducted for the 2007/08 academic year. The assessment revealed that 698 students participated in tutorial services for the 2007/08 academic year. Each student utilized an average of five tutoring hours in the semester. Seventy-seven percent of the

students who participated in tutorial services and completed the course passed the course with a C or higher. Also, the persistence rate for students who participated in tutorial services was 91 percent. Overall, students participating in tutorial services succeeded and persisted at higher rates than the general student population.

**9. Create and implement an effective faculty/staff needs survey of the Norco IMC (II.C.1.c).**

An electronic survey is available and linked from IMC's website at (<http://imc.rcc.edu>), and a new and updated survey for Norco Campus's IMC is currently being developed by the Instructional Media/Broadcast Technician.

**10. The Digital Learning Library at Riverside City College campus will maintain appropriate contracts (II.C.1.e).**

The Digital Library continues to maintain the contracts for the library's Innovative Millennium software, which includes both catalog and circulation functions. The Digital Library also continues to maintain the contracts for the library's suite of electronic databases.

**11. Norco library staff will continue to explore the utilization of new technologies that may require additional contracted services (II.C.1.e).**

Since the previous accreditation visit, the library has procured and implemented new technologies, including Web Online Public Access Catalog (OPAC) Refresher Services from Innovative (utilized by Reference and Catalog) and the Millennium R-2007 Upgrade (utilized by Circulation). Both technologies were acquired with contractual agreements through the Digital Learning Library. The Norco Library, in conjunction with the Riverside and Moreno Valley libraries, is currently exploring the addition

of such new technologies as federated search, Encore Web 2.0, and Spellchecker to our current electronic catalog (OPAC).

**12. Explore the possibility of creating longer and more specific library orientation workshops, including advanced sessions which focus on a single online database, such as NoodleTools, or a single research area, such as literary criticism (II.C.2).**

In addition to regularly scheduled workshops, the library offers subject-specific workshops upon request from faculty. Individual online database instruction is provided on an as-needed basis.

**13. Develop and implement a comprehensive and campus-specific usage survey for the Norco Library (II.C.2).**

A library-usage survey was developed and administered to faculty at the August 2008 faculty in-service day. The survey's results indicated a high degree of utilization and satisfaction with library and IMC services on the part of Norco faculty.

**14. Develop a campus-specific survey pertaining to IMC equipment and services (II.C.2).**

An electronic survey available linked from IMC's website (<http://imc.rcc.edu>) and an updated survey for Norco Campus's IMC are currently being developed by Norco's Instructional Media/Broadcast Technician.

**15. Using data gathered from the Fact Book and Office of Institutional Research, explore the development of a Norco Learning Support Services Plan for WRC, computer and math labs, tutorial services, and DSP&S (II.C.2).**

A conceptual plan for the Student Success Building's secondary effects, including the remodeling of the first floor of Airey Library to accommodate an integrated Learning

Support Center, was passed by the Student Learning Programs and Services Subcommittee on April 10, 2008 and by the NSPC on May 13, 2008 for proposed inclusion in five-year District Capital Plan. The Associate Dean of Student Success, in her capacity as administrative co-chair of the Norco Student Success committee, is working to develop a comprehensive plan for student support services at Norco.

**16. Conduct assessment of math and CIS labs, the Writing and Reading Center, and the Tutorial Center based on identified student learning outcomes (II.C.2).**

New curriculum has been developed and is in the process of review by the Norco Curriculum Committee for tutor training across the content areas. Tutors in Tutorial Services will need to complete the course concurrent with their first semester of employment so as to better establish guidelines and instructional practices for tutors. The Writing and Reading Center now conducts a student-satisfaction survey at the end of each semester. There are assessment items on the survey that assess the use of the center for supplemental activities set by instructors.

**Standard III: Resources**

***III.A – Human Resources Planning Agenda Items and Report***

**1. Norco Campus will continue to provide workshops to faculty on incorporating student learning outcomes into integrated course outlines of record and on assessment techniques to measure the effectiveness of the discipline or program in achieving the stated SLOs (III.A.1.c).**

The Norco Campus Faculty Development Coordinator, in concert with faculty members possessed of expertise on the subject, has facilitated the presentation of several workshops on SLO development and

assessment. At one workshop, for example, seventeen faculty members from multiple disciplines discussed outcomes assessment and its relationship to improving student learning.

In addition to workshops, full-time faculty members have been working individually with part-time faculty to ensure implementation of assessment projects in all courses/sections. The Associate Dean for Student Success provides one-on-one technical assistance to full- and part-time faculty in developing, administering and analyzing course- and program-level SLO assessments.

**2. Based on future needs for staffing at Norco Campus, the NSPC, NAPC, and administration will review the needs of its growing and changing student population in relation to future human resource needs (III.A.2).**

Future staffing needs are first identified in the Program Review process. Administrative, Student Services, and Instructional Program Reviews each identify staffing needs in their respective areas and remain cognizant of our growing, changing student population when making recommendations. Norco Campus has developed a data-driven, transparent process to prioritize staffing needs. Staffing requests that originated in Administrative, Student Services, and Instructional Program Review documents are evaluated and ranked by their respective planning councils. The evaluation and ranking process in each planning council is driven by a set of collaboratively agreed upon and widely publicized criteria. The staffing priorities generated from the planning councils are forwarded to the Norco Strategic Planning Co-Chairs Council for review and evaluation. Recommendations are then presented for approval to the entire Norco Strategic Planning Committee, and approved staffing priority lists are then presented to the

President of Norco Campus for final decision and action.

**3. Norco APC, SPC, and administrators will participate in the review and evaluation of a new district budget allocation model to be developed in 2007-2008 (III.A.2).**

On May 8, 2008, the district convened a task force to develop a new District Budget Allocation Model (BAM). Norco Campus was represented by a member of the Academic Senate and the Vice President of Business Services. The model was presented to the Norco Resources Strategic Planning Subcommittee, the Norco SPC, and the Chancellor's Executive Committee for input. The model was presented to the Board of Trustees Resources Committee as an informational item on May 13, 2008.

**4. Develop more on-campus orientation professional development activities for both staff and faculty (III.A.5.a).**

During the 2007-2008 academic year, professional development activities for faculty and staff included 19 opportunities coordinated by the campus Faculty Development Coordinator. These activities were designed as workshops, presentations, discussions, and roundtable events and addressed a variety of topics of interest. One-on-one training in web design, streaming video, PowerPoint best practices, and other technologies was provided on campus by instructional support specialists. In addition, District Human Resources provided opportunities with a specified audience of faculty and/or staff on nine occasions.

**5. Develop and disseminate written guidelines for NSPC for prioritizing human resources needs (III.A.6).**

See discussion in Planning Agenda Item 2 above.

***III.B – Physical Resources Planning Agenda Items and Report***

**1. Implement and evaluate processes and procedures for successful campus-based planning that is integrated with strategic planning (III.B.1.a).**

On May 8, 2008, the district convened a task force to develop a new District Budget Allocation Model (BAM). Norco Campus was represented by a member of the Academic Senate and the Vice President of Business Services. The model was presented to the Norco Resources Strategic Planning Subcommittee, the Norco SPC, and the Chancellor's Executive Committee for input. The model was presented to the Board of Trustees Resources Committee as an informational item on May 13, 2008.

The Campus Master Plan and Educational Master Plan as presented to the Board of Trustees in February 2008 provide the framework for all facility development, including renovation as well as new construction projects. Instructional, Student Services, and Administrative Program Review provide subsequent information for consideration by the Norco SPC for Master-Plan adjustments. The Norco SPC Resources Subcommittee is responsible on an ongoing basis to assess proposed projects and their relevance to the Campus Master Plan. Proposals for capital development and improvement endorsed by the NSPC are forwarded for further review to the District Strategic Planning Committee.

**2. Collaborate with educational master planner (STRATUS) and architectural firm (MDA Johnson Favaro) to develop a Long-Range Educational and Facilities Master Plan for Norco Campus (III.B.1.a).**

The Norco Campus Educational and Facilities Master Plans were developed through an inclusive, participatory process utilizing the



campus's strategic planning committee structure. As indicated above, these plans were presented to the Board of Trustees in February 2008.

**3. Using current and future facilities plans continue to build out the campus to meet student and staff requirements as enrollments and program offerings increase (III.B.1.a).**

As part of its preparation of the annual Five-Year Capital Plan, which includes all state and/or locally funded projects, Norco Campus assesses its inventory of space via the FUSION system that is supported by the CCCCO. Multi-year scenarios are used to determine optimal strategies to request state funds. Based upon this assessment, and pursuant to the build-out scenario of the Facilities Master Plan, the Norco Strategic Planning Committee proposed adding a Center for Health, Wellness and Kinesiology to the Five-Year Capital Plan, as well as secondary-effects projects associated with completion of the Industrial Technology and Student Success Buildings. An architectural firm has been contracted to work with campus-based design teams in formulating plans for the secondary-effects projects, which are expected to be completed in 2010-2011 following the completion and occupancy of the two new buildings. An FPP is being prepared for the Center for Health, Wellness and Kinesiology and will be submitted to the state for capital funding consideration. In March 2009, the District Strategic Planning Committee asked each campus to submit a comprehensive list of proposed future building projects for review and possible prioritization at the district level. Norco Campus submitted a complete list of all buildings and capital improvements included in its Facilities Master Plan for the years 2010-2030.

**4. Establish a campus safety committee (III.B.1.b).**

A task force comprised of DSPS and Maintenance & Operations staff, faculty, and administrators was established to develop and recommend the scope of responsibility for a Campus Safety Committee. The task force provided recommendations that resulted in the appointment by the Norco President of a standing committee on campus safety in March 2009.

**5. Develop local protocols for safety/quality walks (III.B.1.b).**

See Planning Agenda Item 4 above.

**6. Continue to evaluate the effectiveness of the strategic planning process for informing facilities planning at the local level (III.B.2.a).**

The Campus Master and Educational Master Plans as accepted by the Board of Trustees in February 2008 provide the framework for all facility development, including renovation as well as new construction projects. Instructional, Student Service, and Administrative Program Review will provide subsequent information for consideration by the Norco SPC for Master Plan revision. The Norco SPC Resources Subcommittee is responsible on an ongoing basis to assess proposed projects and their relevance to the Campus Master Plan. Periodic updates on the campus's progress in achieving its long-range planning goals and objectives are provided to NSPC.

**7. Proceed with the development of a mid-range financial plan which includes cost estimates for required staffing, equipment, and services to support program development and/or maintenance of new capital facilities (III.B.2.a).**

The new Budget Allocation Model (BAM) includes a component to address additional resources needed to support the operation of new facilities; these resources are limited

to the cost of utilities and Maintenance-and-Operations personnel. At the campus level, a five-year financial plan addressing staffing, equipment, and other financial-resource needs has been developed and shared with the President's Cabinet.

**8. Work with the educational master planner (STRATUS) and architectural firm (MDA Johnson Favaro) to develop a Long Range Educational and Campus (Facilities) Master Plan for Norco Campus, ensuring that it is driven by, and integrated with, the NAMP (III.B.2.b).**

A Norco Campus Educational Master Plan and Facility Master Plan was approved by the NSPC during the fall 2007 semester and presented to the Board of Trustees in February 2008.

### ***III.C – Technology Resources Planning Agenda Items and Report***

**1. The Norco Technology Resources Subcommittee will continue to engage in dialogue about technology standards and processes in order to create a gridline for future technology upgrades and purchases (III.C.1.a).**

District-wide technology standards have been developed, and the Campus Resources Subcommittee continues to meet on a regular basis to check the standards and processes in order to meet the needs for future technology.

**2. Use the strategic planning process and the Technology Resources Subcommittee of the NSPC to draft a campus technology standards and processes document for the Norco Campus (III.C.1.b).**

A draft of the District Technology Standards document was created in October 2007. This will guide the development of a Norco Campus Technology Standards and Processes document. At the time of this

writing, the Norco Campus Technology Replacement Guidelines document is nearing completion.

**3. Develop systematic, scheduled evaluation and replacement processes and protocols to meet institutional technology needs (III.C.1.c and III.C.1.d).**

Technology evaluation and replacement processes have been developed and are being integrated into a budget framework that includes Total Cost of Ownership for computers and AV equipment, labor, supplies, and repair.

### ***III.D – Financial Resources Planning Agenda Items and Report***

**1. Implement the new budget allocation model for fiscal year 2008-2009 (III.D.1.a).**

The district convened a Task Force to develop a new District Budget Allocation Model (BAM). Norco Campus is represented on the task force by a member of the Academic Senate and the Vice President of Business Services. The model was presented to the Norco Resources Subcommittee, Norco's SPC, and the Chancellor's Executive Committee for input. The model was presented to the Board of Trustees Resources Committee as an informational item on May 13, 2008. The BAM will provide a conceptual framework for annual district resource allocation decisions; the process of expanding the model to encompass a multi-year time frame is currently underway.

**2A. Norco Campus will continue to pursue partnerships and seek outside resources (III.D.1.b).**

In the time since the writing of the 2007 self study, Norco has received a second five-year Title V grant. The CACT received an NSF grant. Also, the campus recently received a grant that entails a partnership between RCC-Norco and the Corona/Norco

Unified School District to facilitate the transition of middle and high school students into college engineering programs. Plans are underway for submittal of a federal Title V grant for the next funding cycle, and grant opportunities in the federal economic stimulus bill passed by Congress in February 2009 are being evaluated for possible submittal of proposals.

**2B. Continue the transition to a campus-based budget allocation model by building the capacity of NSPC to evaluate and prioritize resource requests using program reviews and district/campus strategic initiatives (III.D.1.b).**

During FY2006-2007, NCPC developed and implemented a prioritization process by which requests for new faculty and staff positions and equipment generated by departmental program reviews are ranked by planning councils (Academic, Student Services and Administrative). These rankings are then reviewed and approved by the Strategic Planning Co-Chairs Council and brought forward for subsequent review and approval to NPSC as a whole. The lists of prioritized needs are then forwarded to the Norco President for consideration. This process, now in its third year of implementation, has proven to be an effective means of linking program review and resource allocation; in a survey of NSPC members conducted in March 2009, 100 percent of respondents indicated that "Norco's priorities ranking processes are a "very effective" (59.4 percent) or "somewhat effective" (40.6 percent) means of ensuring that resource allocation decisions are based on documented needs identified in program reviews. With implementation of the district budget allocation model in FY2008-2009 year, the priority lists developed through this process will be used as a guideline for decision-making related to the allocation of new financial resources accruing to Norco Campus.

**3. Effectively participate in the development of new district budget allocation model (III.D.1.d).**

See Planning Agenda Item 1 above.

**4. Participate in the implementation of the new budget allocation and new mid-range financial models (III.D.2.a).**

See Planning Agenda Item 1 above.

**5. Work with district officials to streamline contract-approval processes (III.D.2.f).**

During FY2007-2008, the District Office of Compliance, Contracts & Legal Services developed revised procedures that were endorsed by the campuses and the Chancellor's Executive Committee. Implementation of these procedures has served to reduce the amount of time and levels of bureaucracy associated with the contract-approval process.

**6A. The Norco Campus Vice President of Business Services and the members of the Three Colleges Project will discuss, explore and implement, as needed, modifications and/or new administrative and financial procedures and policies (III.D.2.g).**

The Three Colleges Project is underway, and certain financial and administrative procedures are reviewed and revised to reflect the impact of the transition to a three-college district. Moreover, the Board of Trustees continues to update board policies; this process included input from the Academic Senates of each campus as well as input from the colleges community and interested members of the project.

**6B. Continue to identify budgetary priorities at Norco Campus and conduct periodic analysis to determine if the allocated resources are being utilized for the purposes identified during the budget development process (III.D.3).**

In February 2009, the Norco President distributed a memorandum to the NSPC membership (i.e., the campus as a whole) summarizing expenditures that had been made during the 2008-2009 budget cycle to address staffing and equipment needs identified and prioritized through the campus program review and resource allocation process. A survey of faculty and staff participants at the March 2009 NSPC meeting indicated a high degree of participant satisfaction with the processes employed at the Norco Campus.

#### **Standard IV: Leadership and Governance**

##### ***IV.A – Decision-Making Roles and Processes Planning Agenda Items and Report***

#### **1. Continue to survey students, staff, and faculty to monitor what they do and do not know about how the governance process works (IV.A.1).**

In spring 2007, surveys were created and distributed to students, faculty, and staff in order to assess knowledge of Norco Campus's strategic planning activities (Institutional Effectiveness; Student Learning Programs and Service; Resource Planning and Allocation; and Leadership and Governance Structures). The survey process was repeated in fall 2008, and survey results have been embedded throughout the body of this self-study document. Of particular note is the expansion of the survey population to include a significant number of part-time faculty members as well as a representative population of Norco students.

#### **2. Improve orientation of new faculty to governance structures and avenues of participation for both full- and part-time faculty (IV.A.1).**

District-wide orientation sessions for new full-time faculty are held annually, and both the Academic Senate and the CTA make

presentations. At Norco Campus, all full-time faculty, including new faculty, are members of the Norco Strategic Planning Committee, an integral part of our established decision-making structure. New full-time faculty members' participation in governance decisions begins immediately, and they are mentored by experienced faculty throughout the process. The Dean of Instruction has established an annual fall orientation for part-time faculty.

#### **3. Examine current policies and procedures and the relationship between district and campus-based institutional governance structures and propose new policies and procedures as appropriate (IV.A.2.a).**

Current Norco policies and procedures regarding the prioritization of staff and equipment have been refined such that Administrative and Student Services Planning Councils now include members from administration, faculty, and staff. Recommendations about staffing and equipment in these areas now benefit from input by all responsible stakeholders. The Academic Planning Council remains a standing committee of the Norco Academic Senate.

The current Norco Strategic Planning Implementation Process continues to proceed along the lines developed in 2006-2007, with modifications considered and implemented on an annual basis. The relationship between the district-based and the Norco Campus-based governance structures has been reevaluated and new relationships defined in the latest version of our Functions Maps and governance charts developed during fall 2008 and spring 2009.

#### **4. Continue to evaluate the newly established procedures and governance committees responsible for recommending**

**Norco-specific student learning programs and services (IV.A.2.b).**

Evaluation of campus governance committees and procedures occurs on an ongoing basis. Most recently, in fall 2008, the campus planning subcommittee structure was revised, reducing the number of subcommittees from nine to four in an effort to streamline a somewhat unwieldy subcommittee structure. Similarly, the membership of the Norco Curriculum Committee was expanded from five to nine in spring 2009 to provide more representatives of academic and career/technical disciplines.

**5. Continue to formalize the relationships between the Norco Strategic Planning subcommittees, the NAPC, and the Norco Academic Senate with its standing committees (IV.A.2.b).**

As part of the ongoing process of evaluation, the relationships between the Norco Strategic Planning subcommittees, the Norco Academic Planning Council, the Norco Academic Senate, and other campus planning councils and committees has been strengthened, with the Academic Senate playing a greater role in the selection of representatives to the Administrative and Student Services planning councils and the nomination of members to serve on campus standing committees..

**6. Develop an orientation to governance and a Norco Campus Governance Handbook to clarify the principles, organizational structure, and operating procedures of Norco constituency groups (IV.A.3).**

The District Office of Institutional Effectiveness is developing a district-wide handbook which will address governance at all three campuses. An official Norco Campus governance handbook will be developed following the district's model. In the interim, Norco governance structures and

procedures are being presented, discussed, evaluated, and revised as necessary through the strategic planning committees and in coordination with the Norco Academic Senate.

**7. Establish formal processes for evaluating the newly created governance structures (IV.A.5).**

The Leadership and Governance Subcommittee has established an annual procedure to summarize and evaluate our governance structures and procedures. During the spring semester, in coordination with the Norco Academic Senate, the subcommittee reports the current status of our governance and decision-making structures to the SPC Co-Chairs Council. The report is then finalized and presented to the Norco SPC for review and comment. Feedback is forwarded to the Norco Academic Senate, which works in collaboration with the Academic Administration and Student Services to review and effect modification to structures and procedures as necessary.

***IV.B – Board & Administrative Organization Planning Agenda Items and Report***

**1. Continue to review and revise the organizational charts and Functions Maps as the district moves to multi-college status and as new positions are developed at the campus level to accommodate the need for more administrative support (IV.B.3.a).**

The Office of Diversity and Human Resources updated the district-wide organizational charts to reflect the changes adopted by the Chancellor's Cabinet. The district-wide Function Maps have been updated by the Office of the Vice Chancellor of Academic Affairs, approved by the Chancellor's Cabinet, and distributed district-wide. Norco Strategic Planning subcommittees received those portions of Function Maps addressing issues relevant to the work of each subcommittee.

**2. Develop an effective individual campus budget using the proposed budget allocation model which operates in concert with campus strategic planning (IV.B.3.c).**

Norco Campus developed a Resource Allocation Process in 2006-2007. The District Budget Allocation Model (BAM) was completed in May 2008 and has been implemented in this fiscal year.

**3. Continue to evaluate the new strategic planning procedures and the effectiveness of the published strategic initiatives in meeting district and campus educational goals (IV.B.3.g).**

A survey of NSPC members was conducted in March 2009 to obtain input from faculty, staff, and students concerning the efficacy of

the campus's procedures for linking planning, program review and resource allocation. Based on the results of the survey, there appears to be a high degree of awareness of, participation in, and satisfaction with the current procedures, with 98.6 percent of the members indicating that they are aware of the processes by which RCC-Norco ranks staffing and equipment needs identified in program review, 91.4 percent indicating that they participate in these processes, and 100 percent rating the processes as "very effective" (59.4%) or "somewhat effective" (40.6%). With regard to campus Educational Master Plan goals and objectives, monthly reports were provided to NSPC during the fall 2008 semester in which the campus's progress toward meeting its planning benchmarks was evaluated and strategies for performance improvement were discussed.

## Norco Campus Strategic Initiatives 2005 – 2010

### *A Response to the “RCCD Strategic Initiatives 2005-2010”*

The following strategies were developed at the Leadership Forum held at the Norco Campus on February 23-24, 2006. This forum was attended by over forty faculty, classified staff, and campus administrators.

The response below outlines the Riverside Community College District’s Strategic Initiatives and details the Norco Campus plan to address these initiatives.

#### **Goal #1: Increase Student Access.**

We believe that although it is an integral part of the learning process, technology has reduced the power of human interaction in both instructional and student support areas. However, we agree that human interaction is critical in helping students to access our programs. Therefore, our first priority is to increase human relationships and interactions with our students in order to facilitate increased student access. We believe we need to have personnel available to assist students with enrollment; to facilitate this, we would like to have informational and welcome tables for first-time students on campus, thus offering a greater degree of visible and personalized assistance. In order to accomplish this effectively, we also believe we have a need to increase the number of bilingual counselors, to continue growing the various mentorship programs we have on campus (TRIO, Puente), and to have tutors available to interact with and assist our students.

Other suggested strategies for providing access include:

- Maintaining online tutorial accessibility throughout the semester (web-enhanced courses)
- Making online tutoring available to students who have to miss class for valid reasons on occasion (business department is currently offering portions of missed classes online)

- Ensuring accessibility for students with disabilities through increased services and physical access
- Increasing faculty contact beyond office hours by approaching and talking to students on campus, eating in the Corral, etc.
- Providing Tegrity-recorded lectures online for ill students or utilizing Camtasia, a program that will capture the lecture and what the teacher does on Powerpoint for later access
- Offering “designer” or “working professional” classes that start every four to five weeks and are designed to be taken one at a time (National University approach)
- Determining what we need to do to compete with the private market as 21<sup>st</sup>-century students become “shoppers” of education
- Offering industrial or ROP vocational/occupational education classes using community education and CR/NC options
- Providing one-on-one assistance for students enrolling via WebAdvisor
- Providing more assistance to ESL students with the registration process
- Utilizing more electronic, website, and poster advertising to inform students which classes are open/closed during registration periods; leaving more listings in A&R,

counseling and other campus areas where students congregate.

### **Goal #2: Increase Course Retention.**

Our primary strategy for retention involves the scheduling of classes and allowing students to select a “track of study.” Students would select a discipline of interest and would then be assured a seat in subsequent semester classes within the discipline. Students would be encouraged to persist as this cohort model would assure degree completion within a predetermined time.

Other ideas include:

- Tegrity lectures for students who are likely to drop due to absence
- Alignment of course offerings with general education requirements
- Re-evaluation of matriculation to apply experiential learning in order to waive certain required classes
- Mentoring of students by faculty and staff
- Investigation into students’ reasons for leaving after one semester
- Follow-up on why students don’t enroll after registration
- Restructuring of movement through developmental courses so students can progress faster
- Establishment of one-unit class modules to facilitate improvement in specific problem areas that hold students back from successful completion of a given course
- Alignment of schedule of courses so that students can transfer/add/drop classes in a “user-friendly” manner OR so that students can transfer/add/drop classes more easily
- Provision of more short-term classes
- Referral to late-start classes when a student evidences scheduling

problems with work or other life issues. Late start classes should be scheduled by the college in a manner that would facilitate students’ addition of classes by the second (8) week mark.

### **Goal #3: Increase Successful Course Completion.**

The primary strategy to increase successful course completion is the addition of self-paced, open-entry/open-exit classes that allow students to complete their degrees at their own pace.

Other strategies include:

- Refer students to Tutorial Services.
- Revise the Early Alert Program—possibly as web-based—to facilitate increased usage.
- Make classes relevant and interesting; work with faculty to select readings that are engaging and applicable.
- Ensure course offerings are related to student interests and needs.
- Provide supplemental instruction in classes with high drop or failure rates.
- Grow more mentoring opportunities within the community to provide “real-life” experience and guidance.
- Support professional development geared toward ensuring student learning outcomes are measurable and attainable.
- Assist students to obtain Financial Aid loans, scholarships and grants; encourage faculty to promote financial aid information and opportunities in classes.
- Review course offering timelines.
- If a student is enrolled in a prerequisite course, assure a seat in the subsequent class with priority



registration or earlier cohort registration.

- Provide online orientation videos accessible on the Norco main webpage.
- Expand course offerings through the usage of John F. Kennedy Middle College facility and other community collaborations.

#### **Goal #4: Student Persistence.**

Students need a planned road map for degree completion. Counselors will work with instructional faculty to ensure all declared majors will have a six-semester Student Educational Plan (shorter when possible) so students know exactly what courses they need to take to obtain their degree and in what recommended order.

Other strategies include:

- Supplemental instruction in areas defined with high attrition
- Learning communities in developmental and GE classes
- Work ethics
- Basic skills
- Study skills workshops and classes specific to discipline
- Ensured course variety
- Open-Entry/Open-Exit Classes
- Early Alert—enhanced where possible
- Support of professional development geared toward changing teaching strategies to offer alternative learning experiences
- Make each student feel important
  - Student connection to campus
  - Video/lounge area, etc.
  - Student Center
- Modern training/teaching aids
- Increased internship opportunities on and off campus to provide students

with exposure to business and industry.

#### **Goal #5: Improve Student Learning Outcomes.**

Faculty need training and exposure to various assessment techniques that demonstrate students have attained the knowledge determined by faculty as essential.

Other strategies include:

- Revise course outlines in disciplines that have not yet undergone Program Review.
- Devise a system for creating outcomes that measures effectiveness.
- Ensure SLOs are on all course outlines of record.
- Work with faculty to put replace course objectives with SLOs their syllabi so that SLOs replace course objectives.

#### **Goal #6: Increase the Number of Awards, Certificates, and Transfers.**

We need more faculty who are willing to assume responsibility for the development of articulation agreements with four-year colleges and partner with local feeder high schools for the creation of transferable course offerings. By working with four-year colleges to understand their freshman- and sophomore-level courses, Norco faculty could develop course outlines of record that would facilitate an increased number of transferable course offerings.

Other strategies include:

- Increasing the number of student educational plans provided to all students, not just special or required populations
- Working with instructional faculty to reinforce their understanding of the

need for students to update their SEPs.

- Having students complete their major-declaration sheet in class
- Increasing marketing and public relations (e.g., working with Jim Parson's office, or performing more ambassadorial work within our community to encourage students to come to Norco Campus)
- Working with students to ensure they are taking the correct classes for their major
- Offering more counseling and faculty-mentoring assistance to "undeclared" students

### **Goal #7: Improve the Quality of the Student Experience.**

Our initial strategy is to work with Research and Development to create two surveys that would be administered to students each fall. The first would measure the effectiveness and quality of their classroom experience; the second would measure their satisfaction with student services.

Other strategies include:

- Improve the quality of bookstore services.
- Ensure services are available to Weekend College students.
- Increase knowledge of and accessibility to campus programs and services (campus tours as part of orientation; introduction to library, labs, etc.).
- Improve technology in various areas of student access and persistence.
  - WebAdvisor
  - Financial Aid
- Provide and improve Financial Aid information
- Expand campus resources (Veterans Office, bursar's office, etc.)

- Survey of staff by faculty: What works, what doesn't, and what could be done differently?
- Survey of faculty by staff: What works, what doesn't, and what could be done differently?

### **Goal #8: Develop a Comprehensive Enrollment Management Program.**

In October 2005, the Dean of Instruction offered a workshop on the development of a comprehensive enrollment-management plan that was open to all faculty and staff. After the workshop, a copy of the PowerPoint presentation was sent to all faculty and staff in order to encourage interest by personnel who understand the need for and benefit of this type of plan.

Through discussion at the Leadership Forum, it was decided that our primary focus should be increased offerings in our high-demand classes (English, math and science). The scheduling of such classes should be a priority. We will determine high-demand classes and make them a priority as we determine what classes to offer in a late-start format.

Other strategies include:

- Research/compare new campus programs (certificate/degree).
- Develop more learning communities/cohorts.
- Adopt an Enrollment Projection Model (i.e., English from one semester to next).
- Offer consecutive enrollment/priority registration.
- Establish a specific sequence of cohort classes beginning yearly.
- Offer accelerated course/program sequences.
- Introduce self-paced open-entry/open-exit classes.

- Provide increased financial aid workshops and information—and perhaps the aid itself.
- Ensure course offerings' relevance to student needs and transfer requirements.
- Review course offerings timeline to ensure required courses are offered at least every two years.
- Work with students to provide course substitution for certificate completion if needed (classes are not offered as necessary), and more importantly, ensure needed certificate classes are offered at least every two years.
- Increase visibility at local CNUSD high schools.
- Work closely with Kennedy Middle College High School to make available appropriate course offerings.
- Provide online orientations/videos to assist students with enrollment and course planning.
- Offer supplemental instruction.
- Increase our current number of learning communities.
- Teach work ethics as part of course curriculum .
- Ensure that students progress through developmental course sequences.
- Develop comprehensive educational plans for all degree-/certificate-seeking students.
- Increase the number of open-entry/open-exit classes.
- Look at diverse pedagogy and andragogy (teaching theory for adult students).
- Provide training on adult learning theory.
- Make each student feel important by acknowledging his/her value at Norco Campus.
- Continue to offer special support to minority student groups.

- Assist students in feeling connected to the campus.
- Provide a video/lounge area.
- Establish the Student Center.
- Offer more challenging classes/courses in response to student interests, i.e., diverse discipline offerings, honors courses.
- Provide more online, electronic, and paper-based information showing what classes are open/closed during registration weeks.
- Schedule classes to meet student needs rather than our own.

### **Goal #9: Ensure the Hiring of Qualified Faculty.**

Since a large percentage of our courses are offered by part-time faculty, it is critical that we acknowledge their important role and integrate them better into the Norco campus.

Other strategies include:

- Recruit qualified part-time faculty.
  - Retired people, AARP
  - Alumni Associates affiliated with universities
  - Graduate school students
- Fix our full-to-part-time ratio as much as possible; boost the full-time ratio so we use fewer part-timers (integrated planning for offices, etc.).
- Stop re-hiring our less qualified part-timers.
- Explore incentives for qualified and highly competent long-term part-timers.
- Collaborate more with part-timers for orientation to and training in Norco's student-centered philosophy.
- Provide one-on-one mentoring to both new and experienced part-timers.
- Work for better pay for adjuncts.

- Find or create workspaces on campus for part-timers.

**Goal #10: Continue To Develop Special Programs.**

These special programs might include:

- Night College (leading to associate degrees and certificates)
- Cohort classes and programs
- Engineering
- Computer Gaming College
- “Supper College”
- Fashion Design
- Transfer College
  - Transfer partnerships: CBU and DeVry

- Accelerated Readiness Program
  - Basic Skills Development
  - Survey Student needs
  - SEP →Promote package

**Goal #11: Getting Students Here.**

Other strategies include:

- Promote partnerships with local businesses.
  - Survey their needs.
  - Offer enrollment options.
- Engage in media advertising (various kinds).
- Partner with four-year institutions.
- Advertise course availability.



## General and Longitudinal Data Norco Campus and RCCD

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## Riverside County

# City Population Estimates With Annual Percent Change 2007 & 2008

City/County	Total Population		Percent Change
	2007	2008	
<b>RIVERSIDE</b>	2,034,840	2,088,322	2.6
BANNING	28,293	28,348	0.2
BEAUMONT	28,271	31,477	11.3
BLYTHE	22,636	21,695	-4.2
CALIMESA	7,420	7,536	1.6
CANYON LAKE	10,979	11,051	0.7
CATHEDRAL CITY	52,151	52,465	0.6
COACHELLA	38,515	40,517	5.2
CORONA	146,147	147,428	0.9
DESERT HOT SPRINGS	24,907	26,068	4.7
HEMET	73,299	74,185	1.2
INDIAN WELLS	4,945	5,025	1.6
INDIO	77,208	81,512	5.6
LAKE ELSINORE	47,669	49,807	4.5
LA QUINTA	41,125	42,958	4.5
MORENO VALLEY	180,603	183,860	1.8
MURRIETA	97,329	100,173	2.9
NORCO	27,375	27,255	-0.4
PALM DESERT	49,789	50,907	2.2
PALM SPRINGS	46,893	47,251	0.8
PERRIS	50,701	53,605	5.7
RANCHO MIRAGE	16,957	17,057	0.6
RIVERSIDE	291,611	296,842	1.8
SAN JACINTO	34,371	35,672	3.8
TEMECULA	98,009	101,057	3.1
BALANCE OF COUNTY	537,637	554,571	3.1
<b>RIVERSIDE COUNTY</b>	<b>2,034,840</b>	<b>2,088,322</b>	<b>2.6</b>

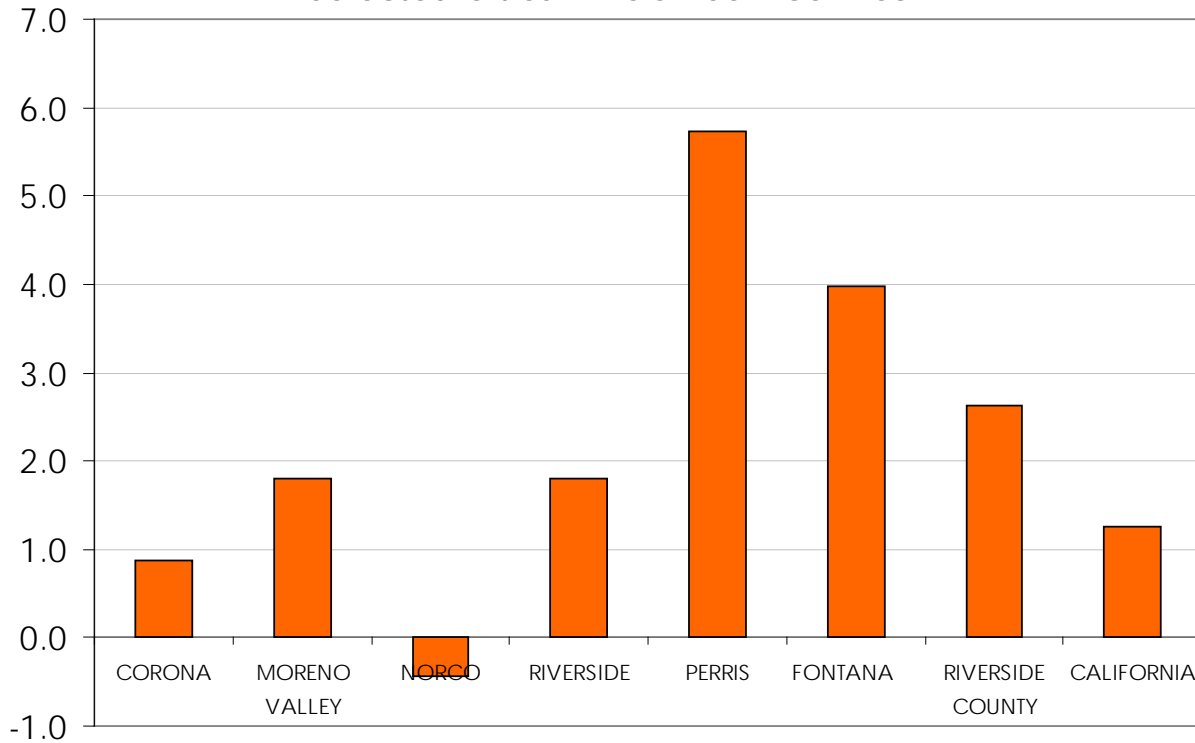
Source: State of California, Department of Finance, E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2007 and 2008. Sacramento, California, March 2009.

# RCCD Service Area

## General Population - Selected Cities

### 2008

**Percentage Growth, General Population, 2007-08  
 Selected Cities in RCCD Service Area**

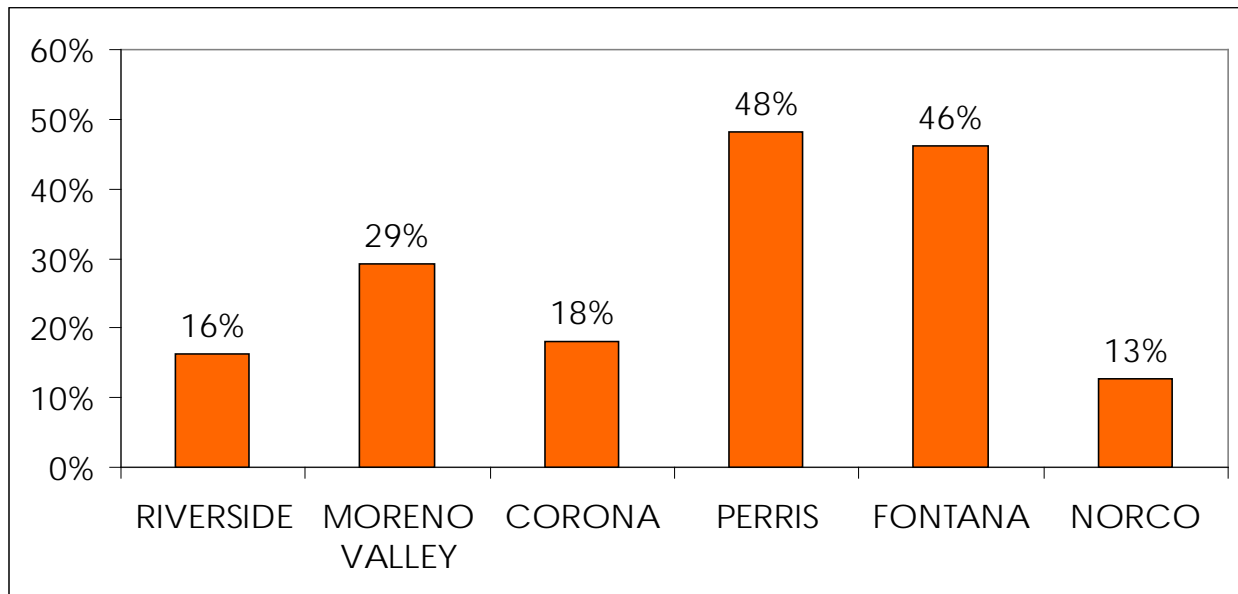


	Change from	
	2007	2007-08
<b>RIVERSIDE COUNTY</b>	188,498	2.6
CORONA	147,428	0.9
MORENO VALLEY	183,860	1.8
NORCO	27,255	-0.4
RIVERSIDE	296,842	1.8
PERRIS	53,605	5.7
<b>SAN BERNARDINO COUNTY</b>	2,055,766	1.5
FONTANA	188,498	4.0

Source: State of California, Department of Finance, E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2007 and 2007. Sacramento, California, May 2008.

# Riverside Community College District RCCD Service Area Population Changes for selected cities 2000-08

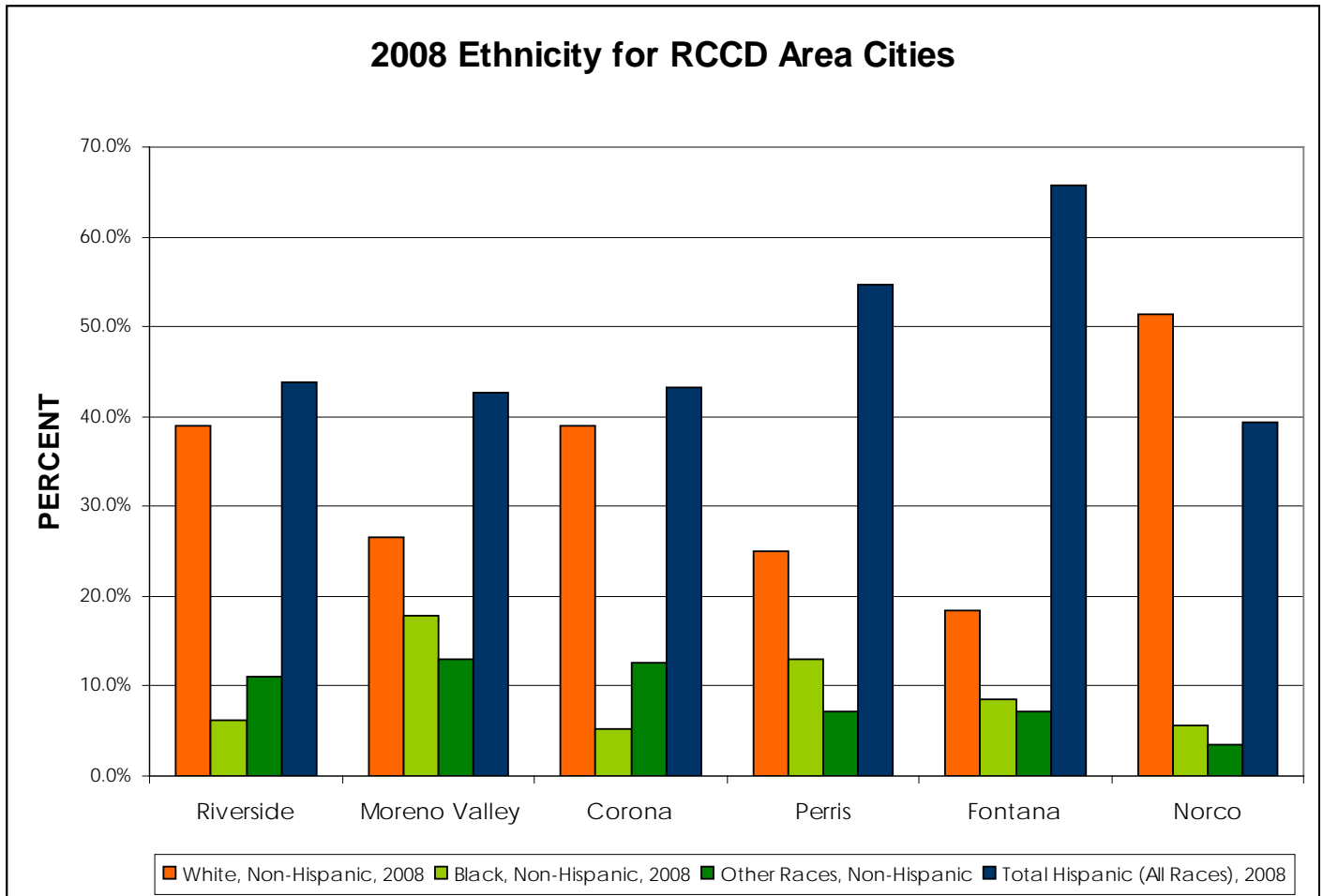
2000-08 Percentage Change in Population for RCCD Service Area Cities



Source: RCCD Institutional Research, 2008; State of California, Department of Finance, *E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2007 and 2008*. Sacramento, California, May 2008.



# Riverside Community College District RCCD Service Area Ethnicity 2008

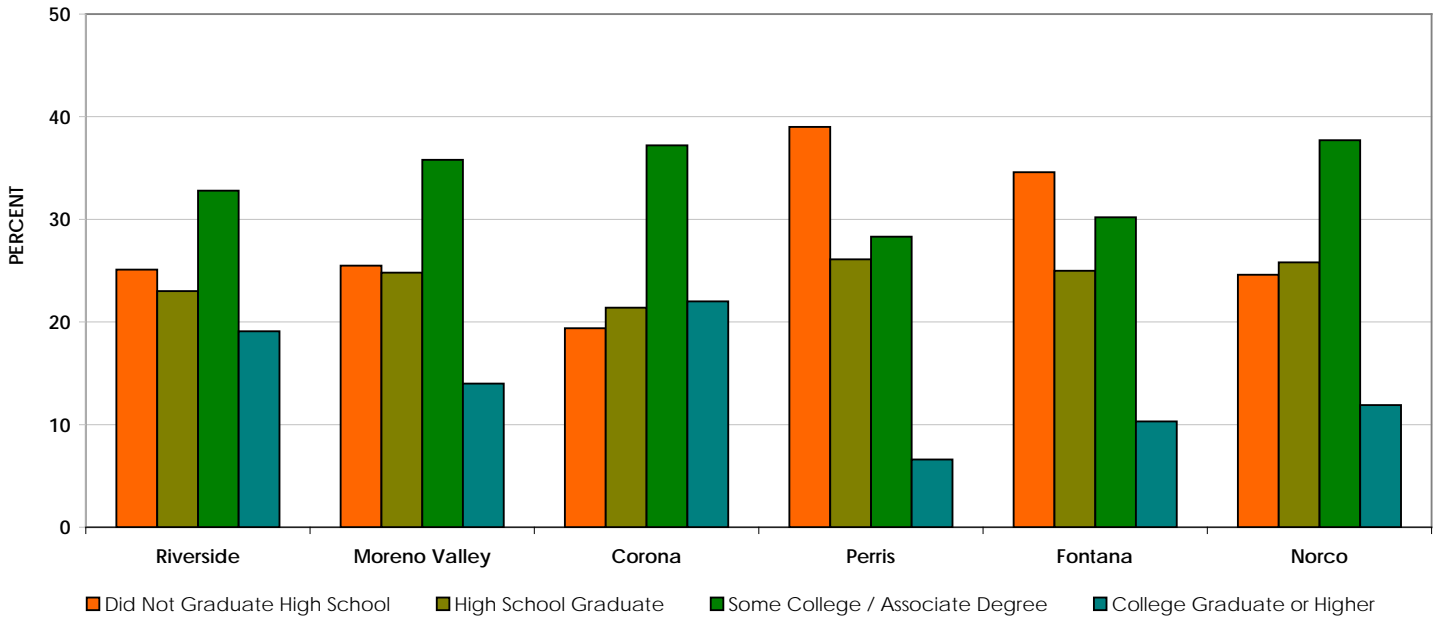


	Riverside	Moreno Valley	Corona	Perris	Fontana	Norco
<b>White, Non-Hispanic, 2008</b>	186,173	60,544	87,021	27,960	44,338	14,693
<b>Black, Non-Hispanic, 2008</b>	29,476	40,712	11,481	14,648	20,674	1,584
<b>Other Races, Non-Hispanic</b>	52,977	29,874	28,165	8,050	17,506	1,021
<b>Total Hispanic (All Races), 2008</b>	209,381	97,534	96,340	61,343	158,340	11,271
<b>Total Population, 2008</b>	478,007	228,664	223,007	112,001	240,858	28,569

Source: EMSI Fall Covered Employment – Fall 2008.

# Riverside Community College District RCCD Service Area Educational Attainment 2000

2000 Educational Attainment for RCCD Service Area Cities



(Students from these cities accounted for 75% of all Fall 2005 students.)

	Riverside	Moreno Valley	Corona	Perris	Fontana	Norco
<b>Did Not Graduate High School</b>	64,047	36,307	24,243	14,114	44,609	5,943
<b>High School Graduate</b>	58,688	35,310	26,743	9,445	32,232	6,233
<b>Some College / Associate Degree</b>	83,694	50,972	46,487	10,241	38,937	9,107
<b>College Graduate or Higher</b>	48,737	19,933	27,493	2,388	13,280	2,875
<b>Total Population</b>	255,166	142,523	124,966	36,189	129,058	24,157

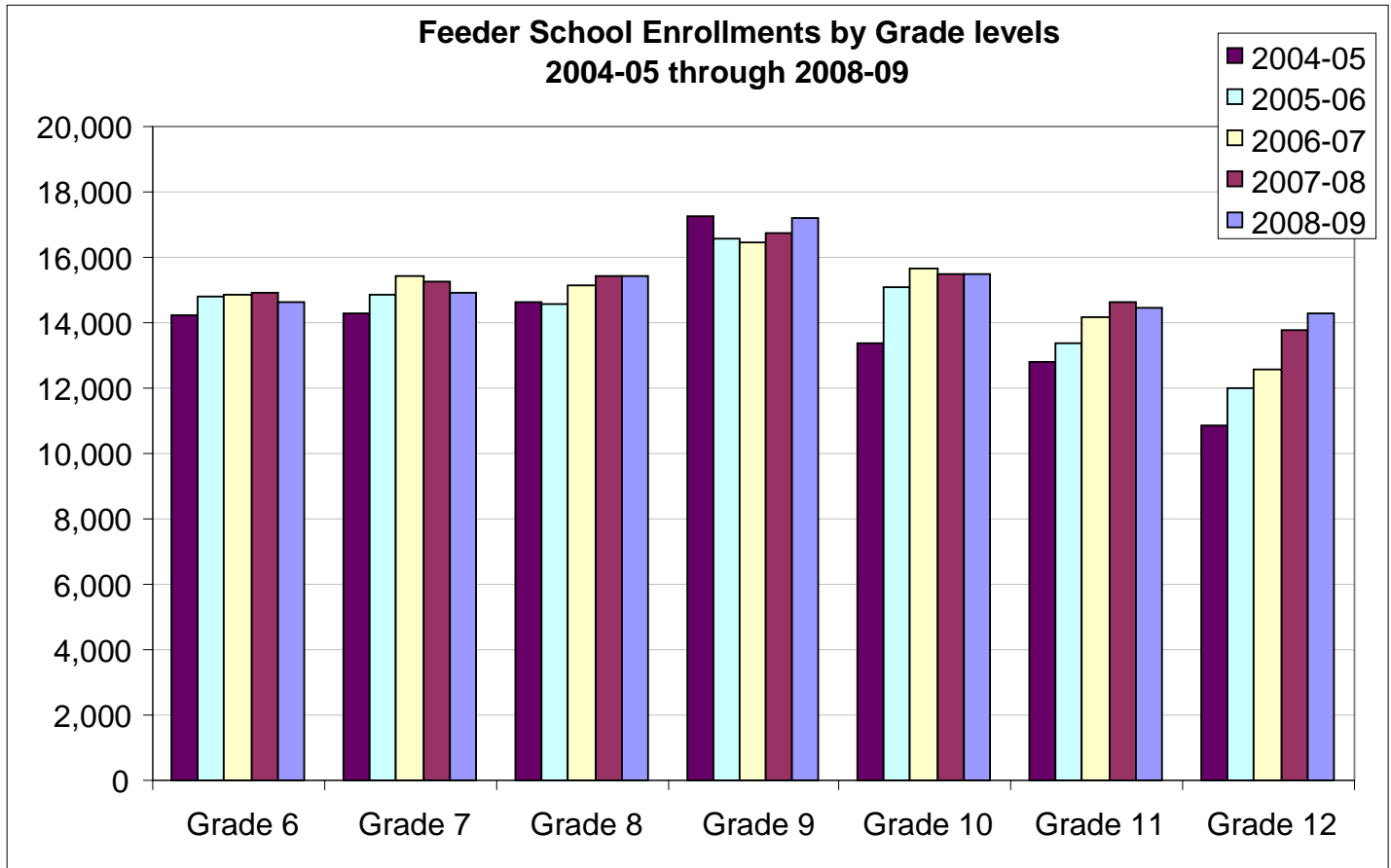
Source: State of the Cities Data Systems (SOCDS), <http://socds.huduser.org/index.html>

## RCCD Service Area Feeder School Enrollments by district and grade levels, 2004-05 through 2008-09

Feeder District		Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
<b>Alvord</b>	2008-09	1,508	1,520	1,611	2,216	1,464	1,204	1,040
<b>Alvord</b>	2007-08	1,506	1,605	1,601	2,156	1,484	1,211	1,000
<b>Alvord</b>	2006-07	1,590	1,601	1,625	2,119	1,545	1,167	905
<b>Alvord</b>	2005-06	1,564	1,625	1,542	1,910	1,201	1,265	1,302
<b>Alvord</b>	2004-05	1,650	1,548	1,671	1,754	1,142	1,437	1,152
		Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
<b>Corona-Norco</b>	2008-09	4,025	4,092	4,373	4,373	4,218	4,173	4,258
<b>Corona-Norco</b>	2007-08	4,020	4,105	4,149	4,140	4,101	4,101	4,038
<b>Corona-Norco</b>	2006-07	3,985	4,063	3,916	3,976	4,043	3,918	3,665
<b>Corona-Norco</b>	2005-06	3,833	3,719	3,724	3,892	3,842	3,597	3,266
<b>Corona-Norco</b>	2004-05	3,589	3,612	3,638	3,864	3,584	3,237	3,071
		Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
<b>Jurupa</b>	2008-09	1,565	1,566	1,627	1,706	1,679	1,543	1,517
<b>Jurupa</b>	2007-08	1,634	1,628	1,689	1,679	1,574	1,596	1,533
<b>Jurupa</b>	2006-07	1,613	1,724	1,660	1,568	1,654	1,669	1,372
<b>Jurupa</b>	2005-06	1,769	1,711	1,587	1,707	1,742	1,531	1,458
<b>Jurupa</b>	2004-05	1,735	1,638	1,708	1,765	1,581	1,561	1,322
		Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
<b>Moreno Valley</b>	2008-09	2,758	2,840	2,910	2,947	2,952	2,788	2,827
<b>Moreno Valley</b>	2007-08	2,878	2,956	2,993	3,000	2,952	2,878	2,794
<b>Moreno Valley</b>	2006-07	2,945	2,950	3,046	3,005	2,999	2,787	2,757
<b>Moreno Valley</b>	2005-06	2,891	3,007	2,922	3,272	3,121	2,837	2,246
<b>Moreno Valley</b>	2004-05	2,874	2,848	2,907	3,199	3,061	2,705	2,103
		Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
<b>Riverside</b>	2008-09	3,302	3,378	3,324	4,460	3,730	3,266	3,281
<b>Riverside</b>	2007-08	3,277	3,384	3,421	4,265	3,827	3,452	3,013
<b>Riverside</b>	2006-07	3,202	3,515	3,378	4,281	4,030	3,242	2,779
<b>Riverside</b>	2005-06	3,338	3,343	3,341	4,478	3,864	3,116	2,725
<b>Riverside</b>	2004-05	3,152	3,360	3,503	4,957	3,171	2,952	2,564
		Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
<b>Val Verde</b>	2008-09	1,488	1,502	1,566	1,521	1,446	1,463	1,382
<b>Val Verde</b>	2007-08	1,577	1,594	1,597	1,520	1,545	1,372	1,411
<b>Val Verde</b>	2006-07	1,539	1,589	1,510	1,535	1,385	1,365	1,120
<b>Val Verde</b>	2005-06	1,425	1,439	1,449	1,311	1,295	1,035	1,004
<b>Val Verde</b>	2004-05	1,245	1,284	1,216	1,697	837	923	635

Source: California Department of Education Data Quest web page; <http://data1.cde.ca.gov/dataquest>. Sacramento, California, May 2008.  
 RCCD feeder school districts include Alvord, Corona-Norco, Jurupa, Moreno Valley, Riverside and Val Verde.

## RCCD Service Area Feeder School District Enrollments by grade levels, 2004-05 through 2008-09

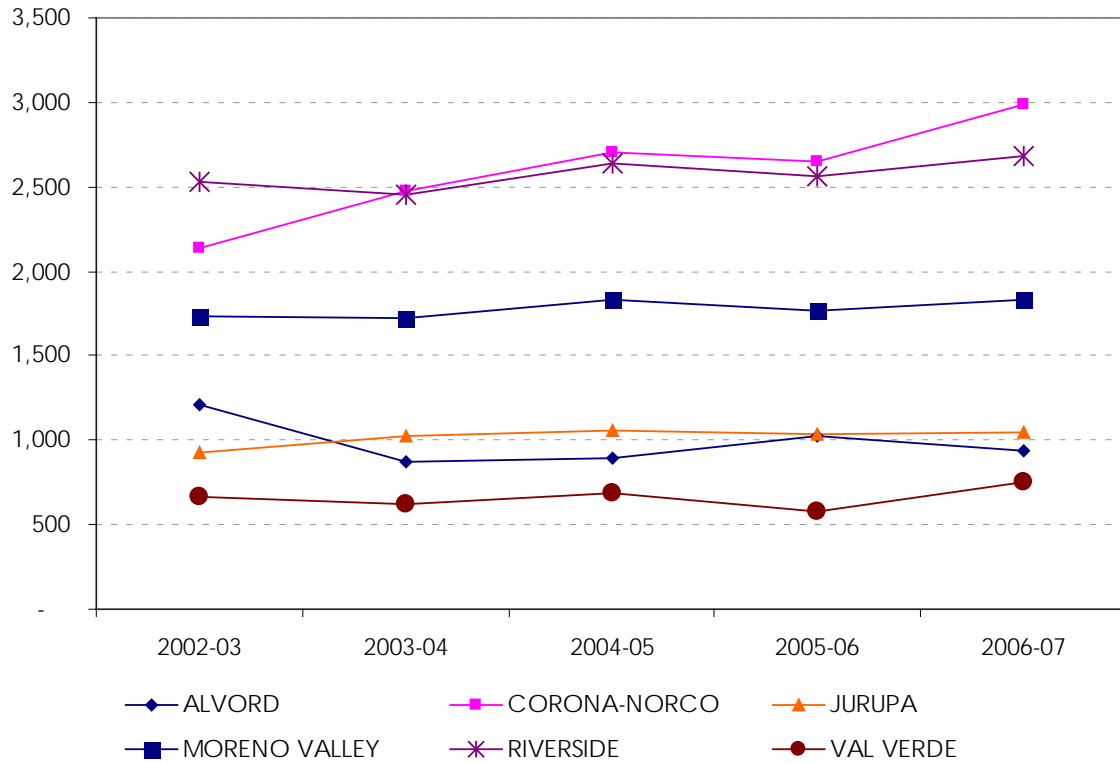


		Grade 6	Grade 7	Grade 8	Grade 9	Grade 10	Grade 11	Grade 12
<b>District Totals</b>	2008-09	14,646	14,898	15,411	17,223	15,489	14,437	14,305
<b>District Totals</b>	2007-08	14,892	15,272	15,450	16,760	15,483	14,610	13,789
<b>District Totals</b>	2006-07	14,874	15,442	15,135	16,484	15,656	14,148	12,598
<b>District Totals</b>	2005-06	14,820	14,844	14,565	16,570	15,065	13,381	12,001
<b>District Totals</b>	2004-05	14,245	14,290	14,643	17,236	13,376	12,815	10,847

Source: California Department of Education Data Quest web page; <http://data1.cde.ca.gov/dataquest>. Sacramento, California, March 2009.  
 RCCD feeder school districts include Alvord, Corona-Norco, Jurupa, Moreno Valley, Riverside and Val Verde.

## RCCD Service Area RCCD Feeder High School District Graduates 2002-03 through 2006-07

### Graduates from RCCD Feeder School Districts

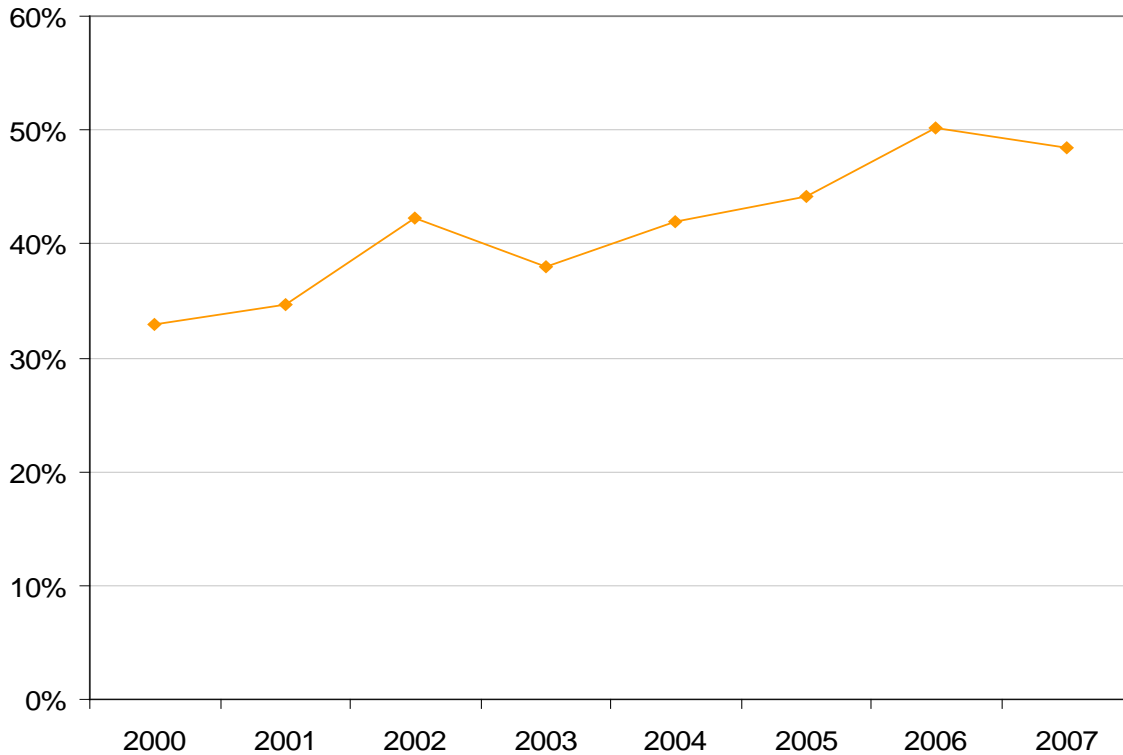


	2002-03	2003-04	2004-05	2005-06	2006-07	Change from 2002-03 to 2006-07
<b>ALVORD</b>	1,207	872	899	1,020	934	-23%
<b>CORONA-NORCO</b>	2,134	2,479	2,707	2,647	2,991	40%
<b>JURUPA</b>	923	1,029	1,055	1,034	1,044	13%
<b>MORENO VALLEY</b>	1,738	1,724	1,837	1,762	1,833	5%
<b>RIVERSIDE</b>	2,529	2,455	2,636	2,566	2,683	6%
<b>VAL VERDE</b>	664	618	685	578	752	13%
<b>TOTAL</b>	9,195	9,177	9,819	9,607	10,237	11%

Source: California Department of Education DataQuest webpage; <http://data1.cde.ca.gov/dataquest>

## RCCD Service Area College Going Rates for RCCD Feeder Districts, 2000-2007

RCCD College Going Rates 2000-2007



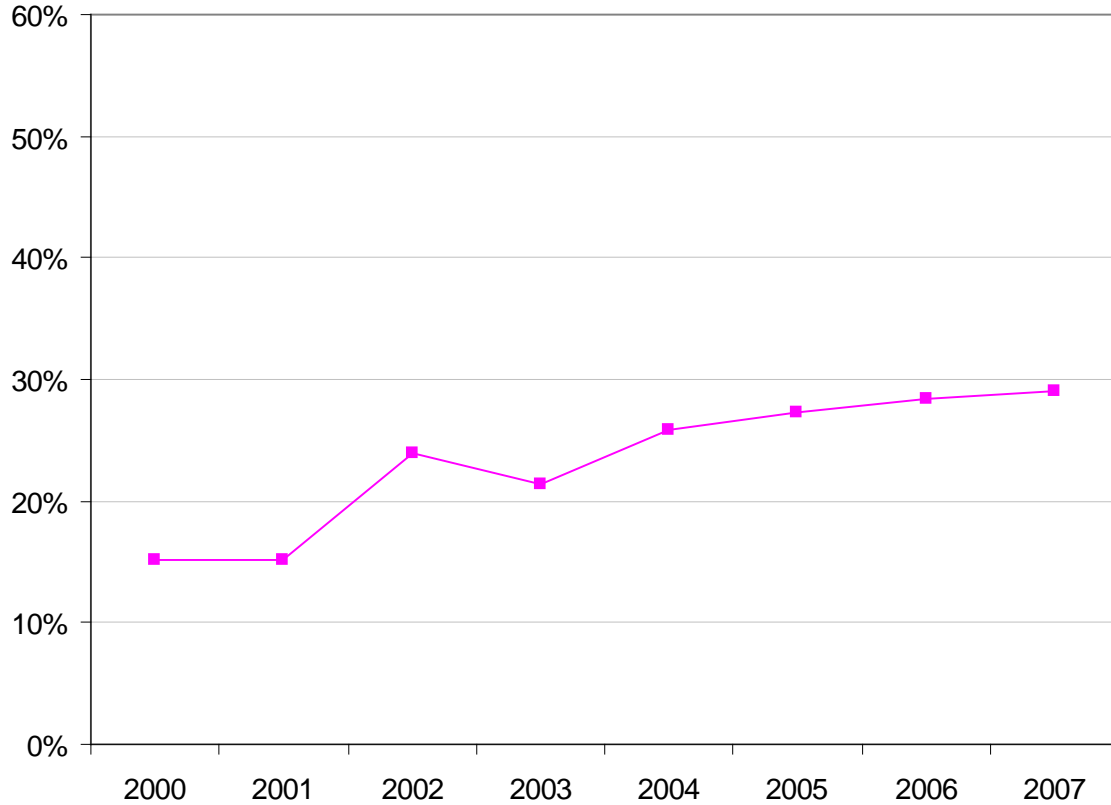
### College Going Rate

2000	32.9%
2001	34.7%
2002	42.2%
2003	37.9%
2004	42.0%
2005	44.2%
2006	50.2%
2007	48.4%

“College Going Rate” is the percent of recent high school graduates from our service area who are 19 years and under and attending any community college, California State University, or University of California Campus during the fall term for the first-time. High school districts in RCCD’s service area include Alvord, Corona-Norco, Jurupa, Moreno Valley, Riverside and Val Verde.

# RCCD Service Area Capture Rates for RCCD Feeder Districts, 2000-2007

**RCCD Capture Rates, 2000-2007**



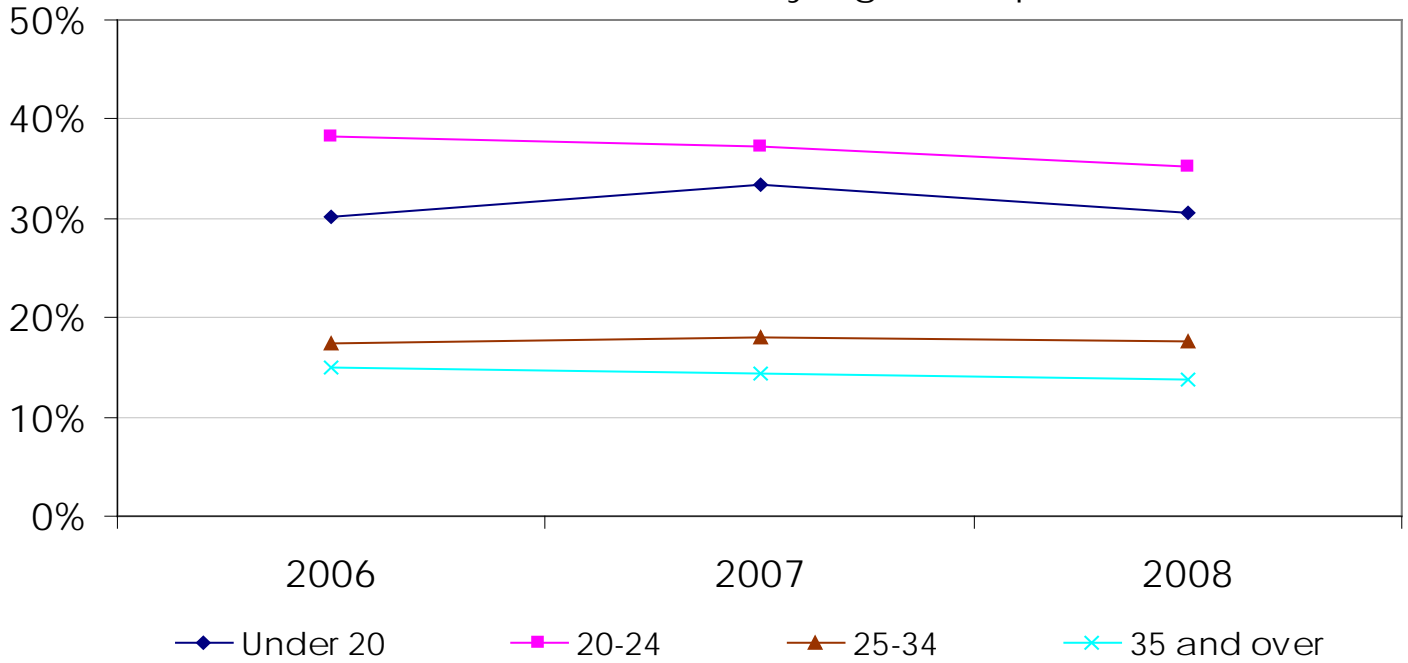
**Capture Rate**

2000	15.2%
2001	15.2%
2002	24.0%
2003	21.4%
2004	25.9%
2005	27.3%
2006	28.4%
2007	29.1%

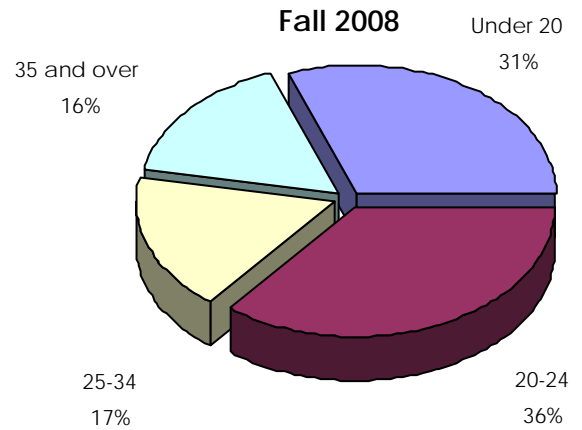
“Capture Rate” is the percent of recent high school graduates from our service area who are 19 years and under and attending Riverside Community College during the fall term for the first-time. High school districts in RCCD’s service area include Alvord, Corona-Norco, Jurupa, Moreno Valley, Riverside and Val Verde.

## Norco Campus Student Demographics Age Groups Fall 2006, 2007 & 2008

Student Headcount by Age Group



Age Groups	2006	2007	2008
Under 20	2,604 30%	3,053 33%	3,004 31%
20-24	3,223 37%	3,231 35%	3,528 36%
25-34	1,563 18%	1,607 18%	1,700 17%
35 and over	1,250 14%	1,269 14%	1,612 16%
<b>Total</b>	<b>8,640</b> 100%	<b>9,160</b> 100%	<b>9,844</b> 100%

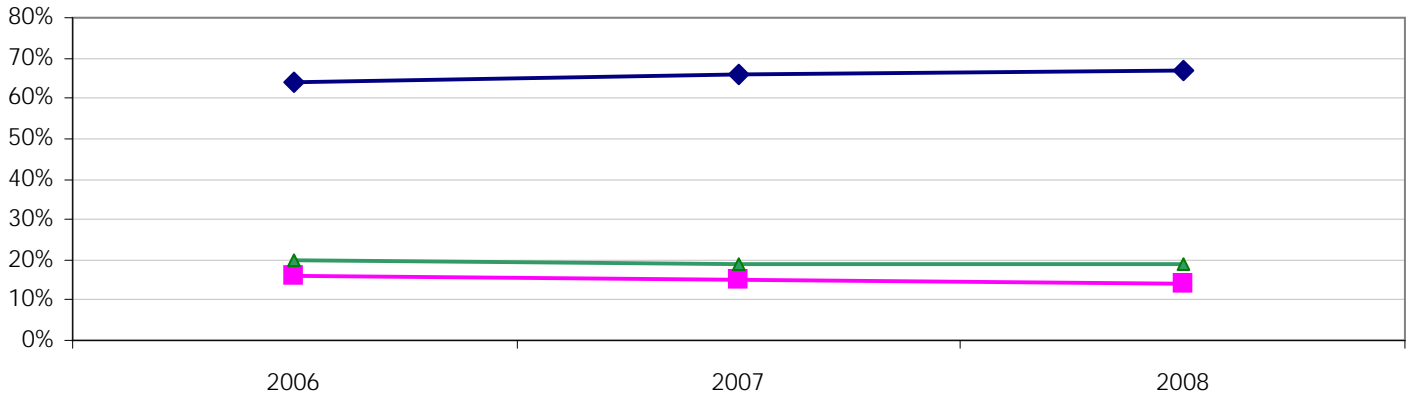


Source: RCCD Institutional Research, 2009.



## Norco Campus Student Demographics Educational Goal Fall 2006, 2007 & 2008

Student Percentage by Educational Goal



◆ Program Based Subtotal

■ General Education Subtotal

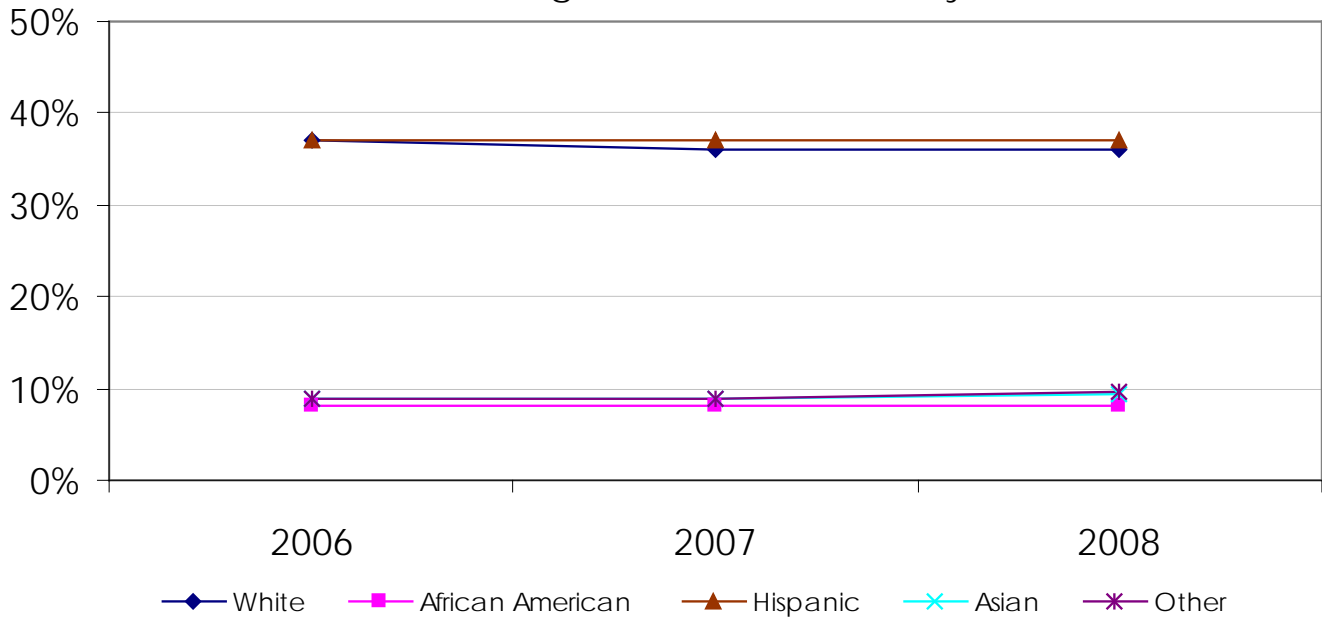
▲ Undecided Subtotal

<b>Educational Goal</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>
BA W/AA	3,571	3,918	4,217
BA W/O AA	958	1,046	1,061
AA W/O TRANSFER	626	672	692
2YR VOC DEG WO TRANS	232	208	170
2YR VOC CERT WO TRANS	163	175	195
4YR COLLEGE STUDENT			220
<b>Program Based Subtotal</b>	<b>5,550</b>	<b>6,019</b>	<b>6,555</b>
	<b>64%</b>	<b>66%</b>	<b>67%</b>
PLANNING IN PROGRESS	169	156	183
NEW CAREER PREP	304	331	322
UPDATE JOB SKILLS	241	217	229
MAINTAIN CERT OR LIC	83	92	86
ED DEVELOPMENT	228	266	271
IMPROVE BASIC SKILLS	122	148	133
COMPLETE HS CRED/GED	202	165	155
<b>General Education Subtotal</b>	<b>1,349</b>	<b>1,375</b>	<b>1,379</b>
	<b>16%</b>	<b>15%</b>	<b>14%</b>
UNDECIDED	1,673	1,644	1,731
UNCOLLECTED/UNREPORTED	68	125	179
<b>Undecided Subtotal</b>	<b>1,741</b>	<b>1,769</b>	<b>1,910</b>
	<b>20%</b>	<b>19%</b>	<b>19%</b>
<b>Total</b>	<b>8,640</b>	<b>9,163</b>	<b>9,844</b>

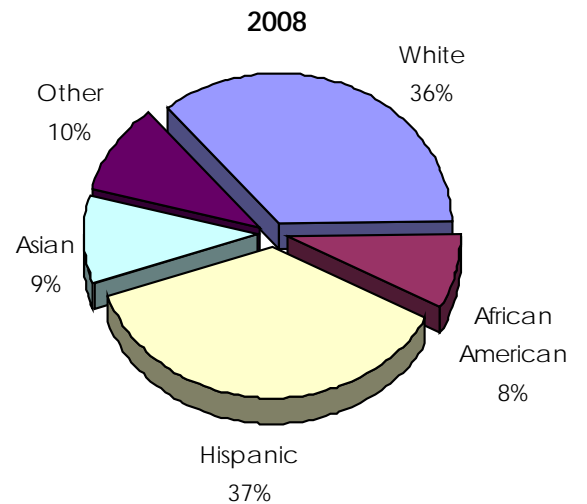
Source: RCCD Institutional Research, 2009.

## Norco Campus Student Demographics Ethnicity Fall 2006, 2007 & 2008

Percent age of Student Ethnicity

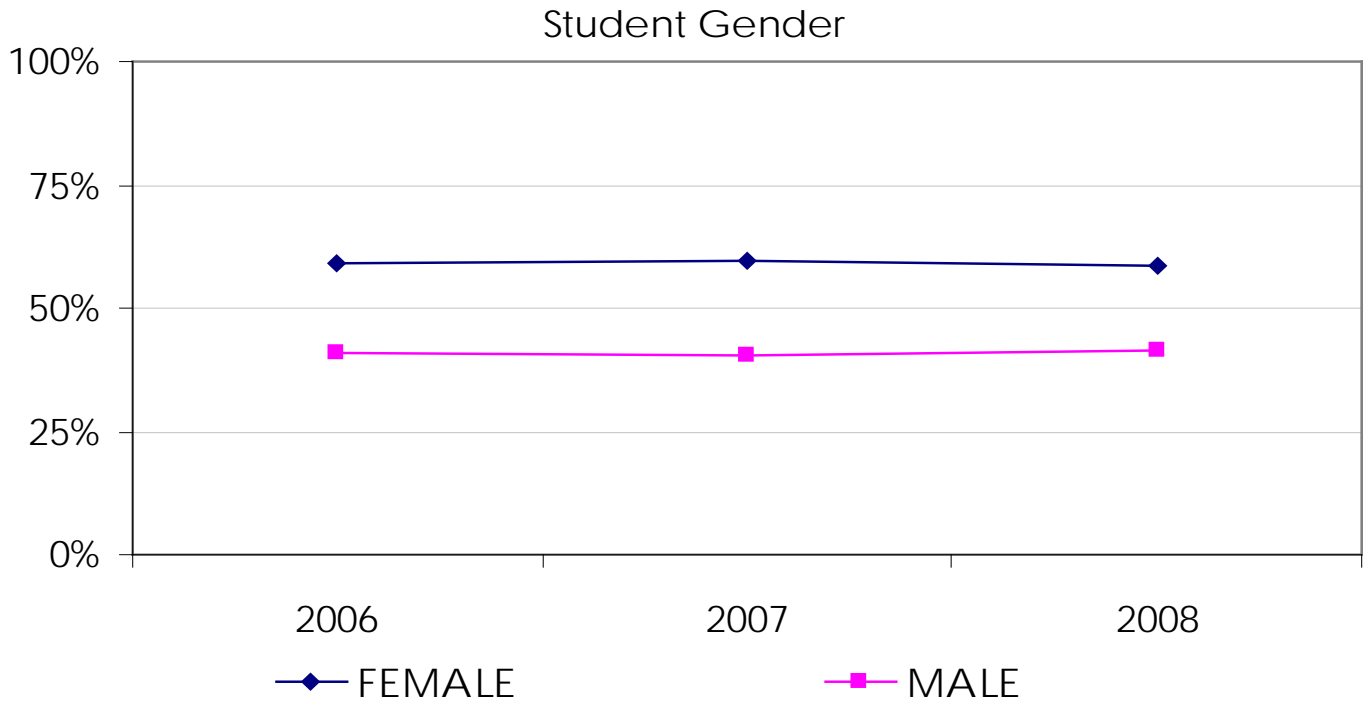


Ethnicity	2006	2007	2008
White	3,206 37%	3,275 36%	3,558 36%
African American	726 8%	746 8%	745 8%
Hispanic	3,179 37%	3,434 37%	3,649 37%
Asian	792 9%	863 9%	936 10%
Other	737 9%	845 9%	956 10%
<b>Total</b>	<b>8,640</b> 100%	<b>9,163</b> 100%	<b>9,844</b> 100%

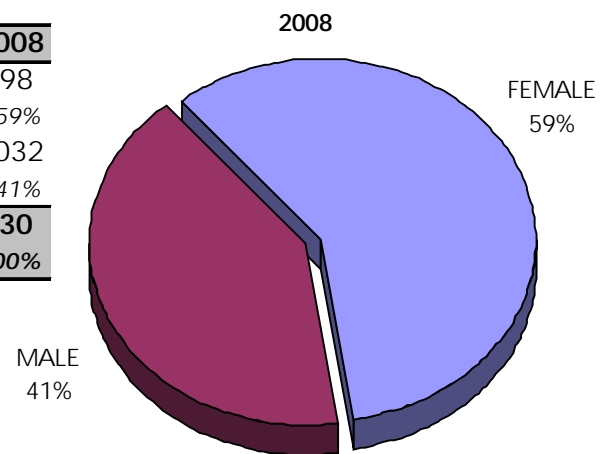


Source: RCCD Institutional Research, 2009.

## Norco Campus Student Demographics Gender Fall 2006, 2007 & 2008



Gender	2006	2007	2008
FEMALE	5,069 59%	5,420 60%	5,698 59%
MALE	3,530 41%	3,674 40%	4,032 41%
<b>Total</b>	<b>8,599</b> 100%	<b>9,094</b> 100%	<b>9,730</b> 100%



Source: RCCD Institutional Research, 2009.

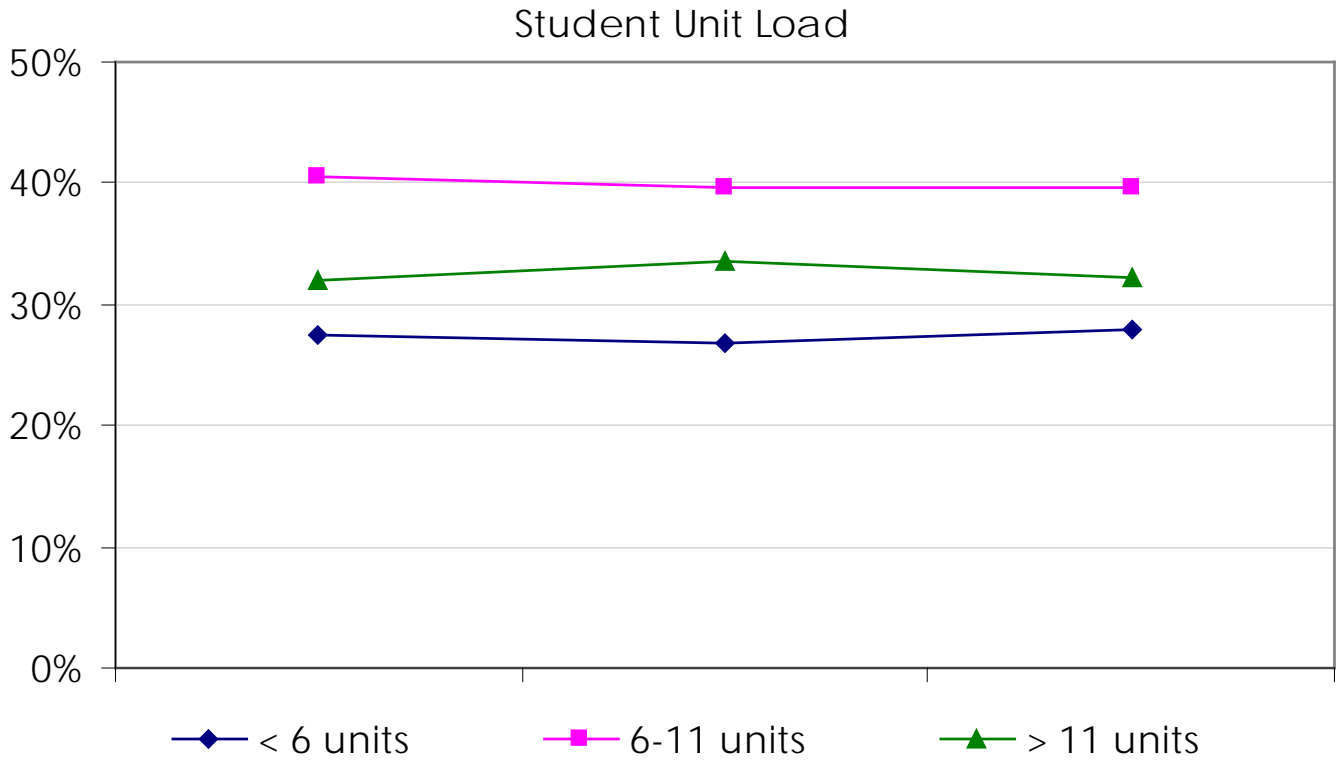
Norco Campus  
 Student Demographics  
**Prior Education**  
 Fall 2006, 2007 & 2008

Prior Education	2006	2007	2008
AA Degree	286 3%	271 3%	517 5%
BA Degree or higher	280 3%	290 3%	340 3%
Concurrent HS Student	268 3%	267 3%	411 4%
Foreign HS Graduate	171 2%	157 2%	131 1%
HS Equiv, Prof Cert, etc	363 4%	329 4%	380 4%
Not HS Grad	233 3%	215 2%	263 2%
Unknown	7 0%	18 0%	134 1%
US HS Graduate	7,033 81%	7,616 83%	7,668 79%
<b>Total</b>	<b>8,641</b> 100%	<b>9,163</b> 100%	<b>9,844</b> 100%

Source: RCCD Institutional Research, 2009.

Norco Campus  
Student Demographics  
**Day or Evening Student**  
Fall 2006, 2007 & 2008

# Norco Campus Student Demographics Student Unit Load Fall 2006, 2007 & 2008



## Norco Campus Student Outcomes

# Success Rates, All Disciplines

## Fall 2008

<u>Discipline</u>	<u>Success Rates</u>	<u>Success Rates</u>	<u>Discipline</u>
Accounting	45.3%	70.3%	History
Administration of Justice	50.6%	65.3%	Humanities
American Sign Language	79.3%	56.9%	Japanese
Anatomy & Physiology	71.1%	61.5%	Journalism
Anthropology	55.1%	60.0%	Machine Shop Technology
Arabic	56.4%	81.9%	Management
Architecture	71.0%	61.7%	Manufacturing Technology
Art	73.3%	62.6%	Math
Biology	52.5%	58.2%	Microbiology
Business Administration	64.6%	58.6%	Music
Chemistry	74.2%	74.9%	Philosophy
Computer App. & Office Techn.	56.6%	78.8%	Physical Education
Computer Information Systems	59.0%	80.6%	Physical Science
Construction	86.4%	64.9%	Physics
Dance	81.8%	61.8%	Political Science
Early Childhood Studies	74.9%	61.3%	Psychology
Economics	67.5%	56.6%	Reading
Education	72.7%	76.6%	Real Estate
Electronics	64.8%	0.0%	Senior Continuing Education
Engineering	72.3%	65.7%	Sociology
English	70.7%	68.9%	Spanish
English as a Second Language	64.2%	73.6%	Speech
French	75.7%	58.2%	Theatre
Geography	70.2%	86.7%	Work Experience
Guidance	72.0%		
Health Sciences	66.6%	<b>66.5%</b>	<b>Grand Total</b>

Source: Internal RCCD MIS Data Repository. The success rate is calculated by dividing the numerator (enrollments with A, B, C, CR) by the denominator (enrollments with A, B, C, D, F, CR, NC, W, I) and multiplying by 100.

## Norco Campus Student Outcomes

# Retention Rates, All Disciplines

## Fall 2009

<b>Discipline</b>		<b>Discipline</b>
Accounting	77.1%	91.9% Health Sciences
Administration of Justice	90.0%	85.6% History
American Sign Language	90.2%	88.2% Humanities
Anatomy & Physiology	83.7%	80.0% Japanese
Anthropology	86.7%	84.6% Journalism
Arabic	84.6%	90.0% Machine Shop Technology
Architecture	75.0%	91.4% Management
Art	85.2%	78.7% Manufacturing Technology
Biology	76.9%	84.6% Math
Business Administration	89.1%	66.4% Microbiology
Chemistry	83.7%	85.1% Music
Computer App. & Office Tech.	85.8%	89.6% Philosophy
Computer Information Systems	87.5%	87.9% Physical Education
Construction	95.3%	88.9% Physical Science
Dance	90.3%	83.0% Physics
Early Childhood Studies	90.6%	81.9% Political Science
Economics	85.0%	81.6% Psychology
Education	86.4%	85.9% Reading
Electronics	85.2%	90.6% Real Estate
Engineering	83.8%	0.0% Senior Continuing Education
English	88.2%	87.7% Sociology
English as a Second Language	89.8%	82.5% Spanish
French	83.8%	89.3% Speech
Geography	88.0%	85.2% Theatre
Guidance	94.1%	93.3% Work Experience

**86.2% Grand Total**

Source: Internal RCCD MIS Data Repository. The retention rate is calculated by dividing the numerator (enrollments with A, B, C, D, F, CR, NC, I) by the denominator (enrollments with A, B, C, D, F, CR, NC, W, I) and multiplying by 100.

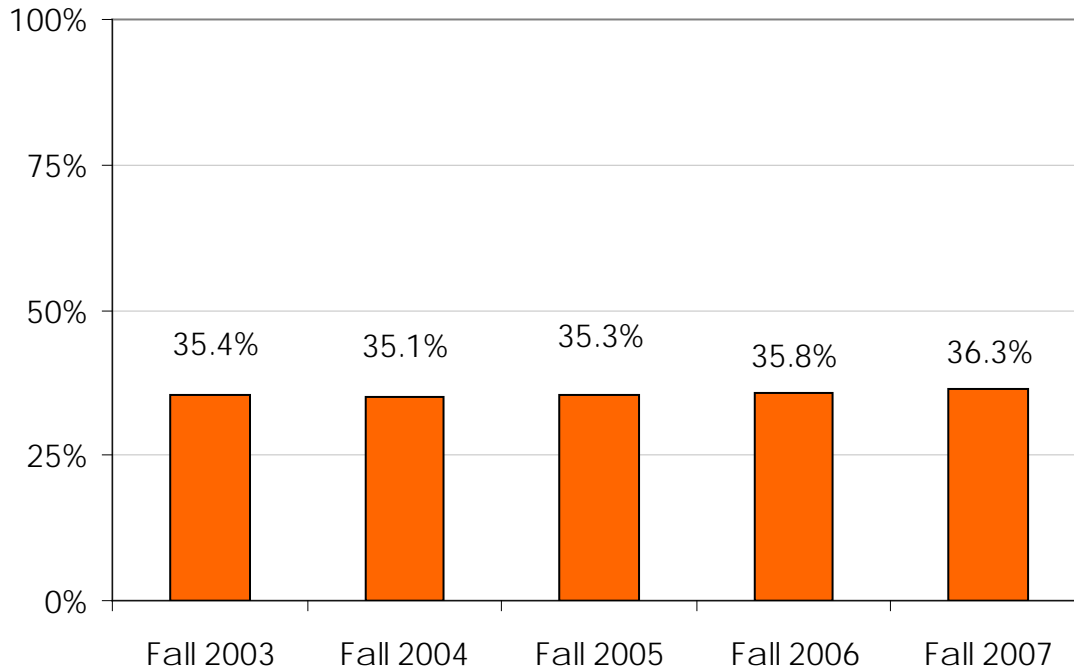


## Norco Campus Student Outcomes

# Fall-to-Fall Persistence Rates

## Fall 2003 through 2007

**Norco Fall to Fall Persistence Rates,  
 2003 through 2007**



	Attended First Fall	Attended Next Fall	Persistence Rate
Fall 2003	8,223	2,911	35.4%
Fall 2004	8,593	3,016	35.1%
Fall 2005	8,056	2,844	35.3%
Fall 2006	8,640	3,093	35.8%
Fall 2007	9,159	3,328	36.3%

Fall to fall Persistence Rate for Norco is the percent of any students taking at least one course at the Norco Campus during a Fall semester and then subsequently taking at least one course at the Norco Campus in the following fall semester.

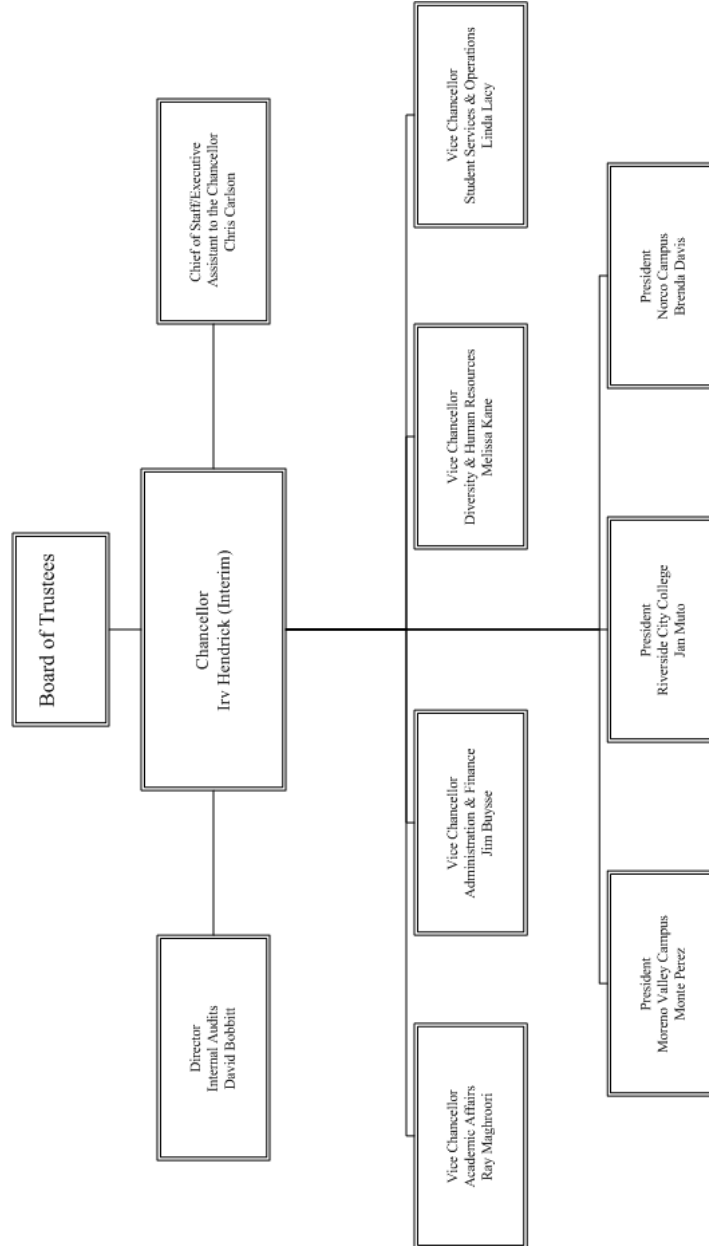
Source: RCCD Institutional Research, 2007.



## Organization Charts and District-Campus Function Maps

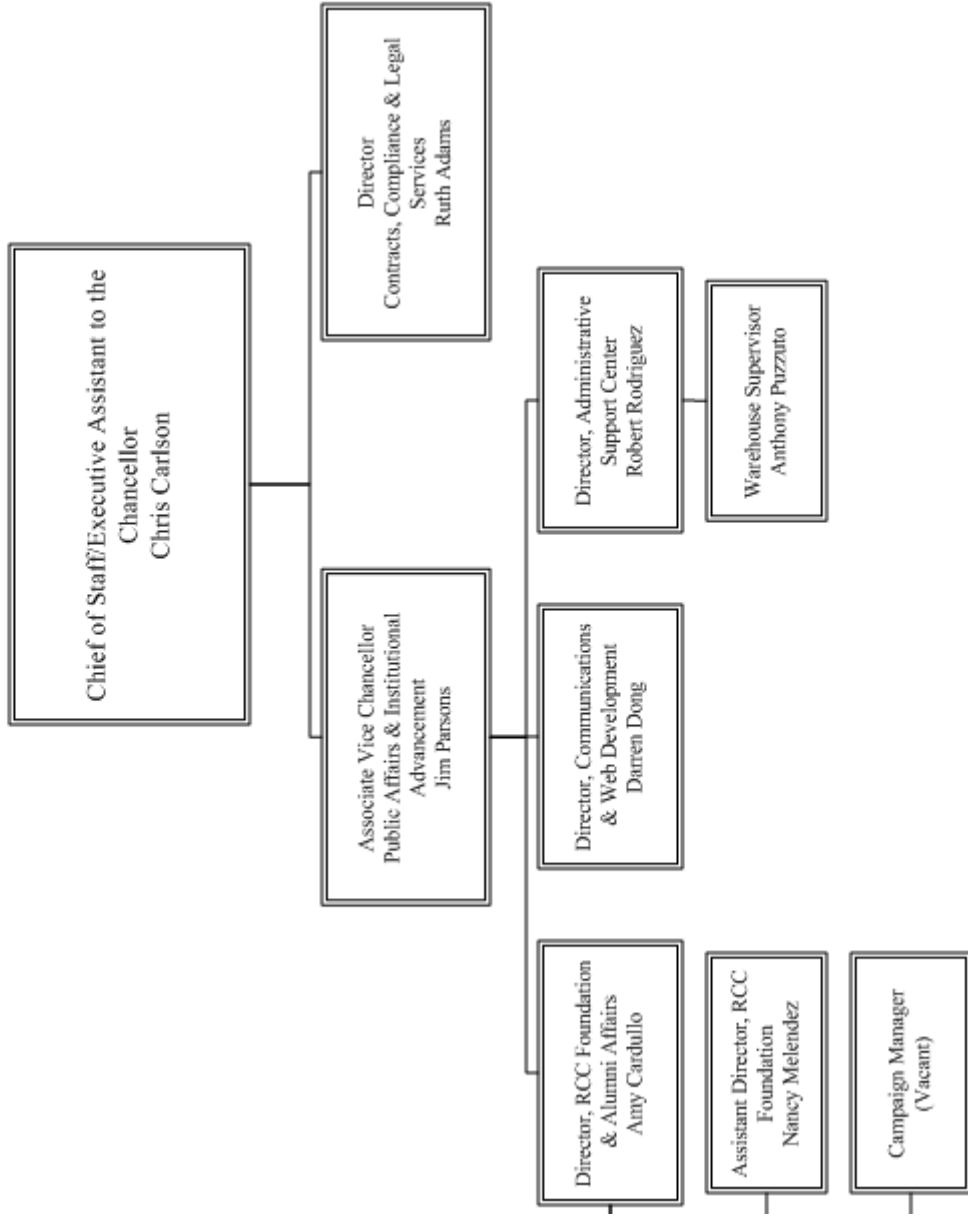
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# Riverside Community College District Chancellor

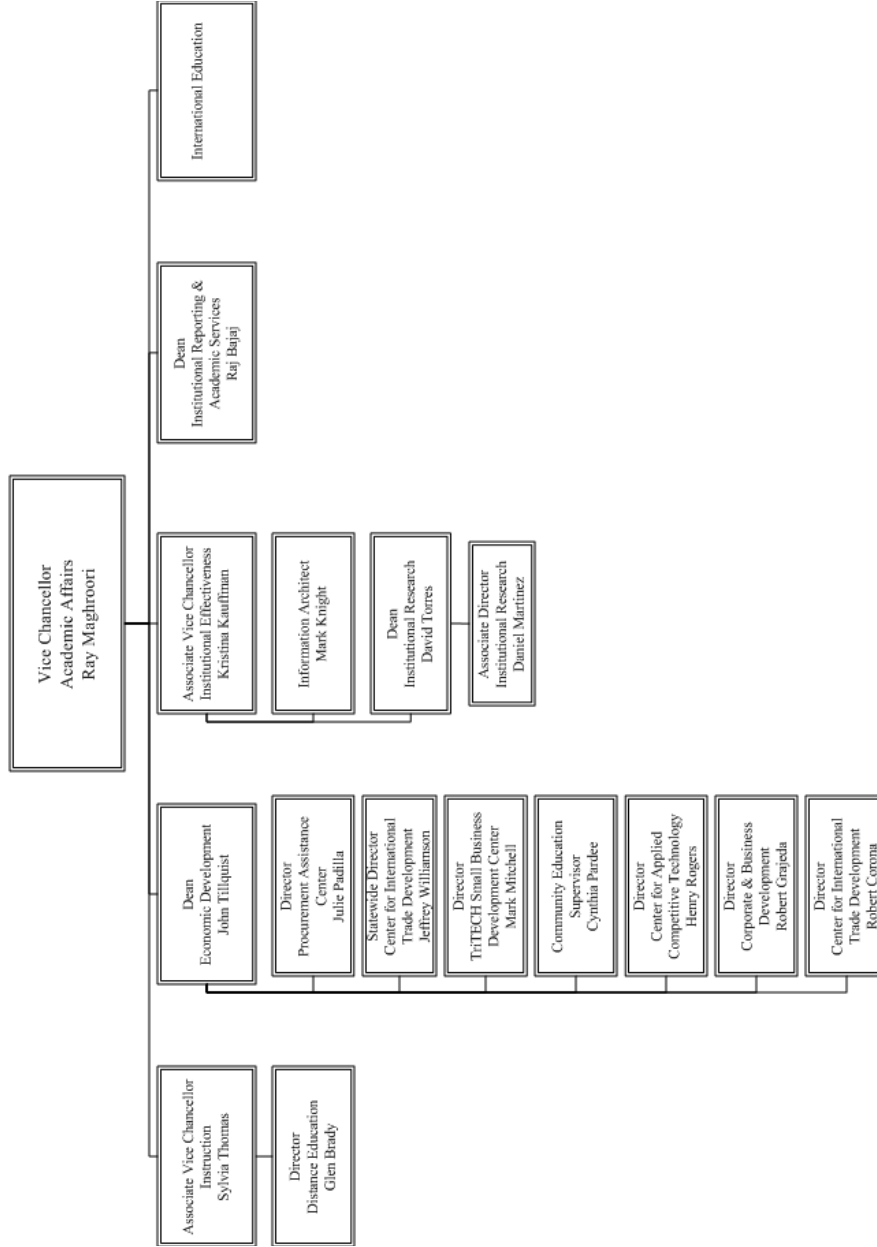


# Riverside Community College District

Chief of Staff/Executive Assistant to the Chancellor

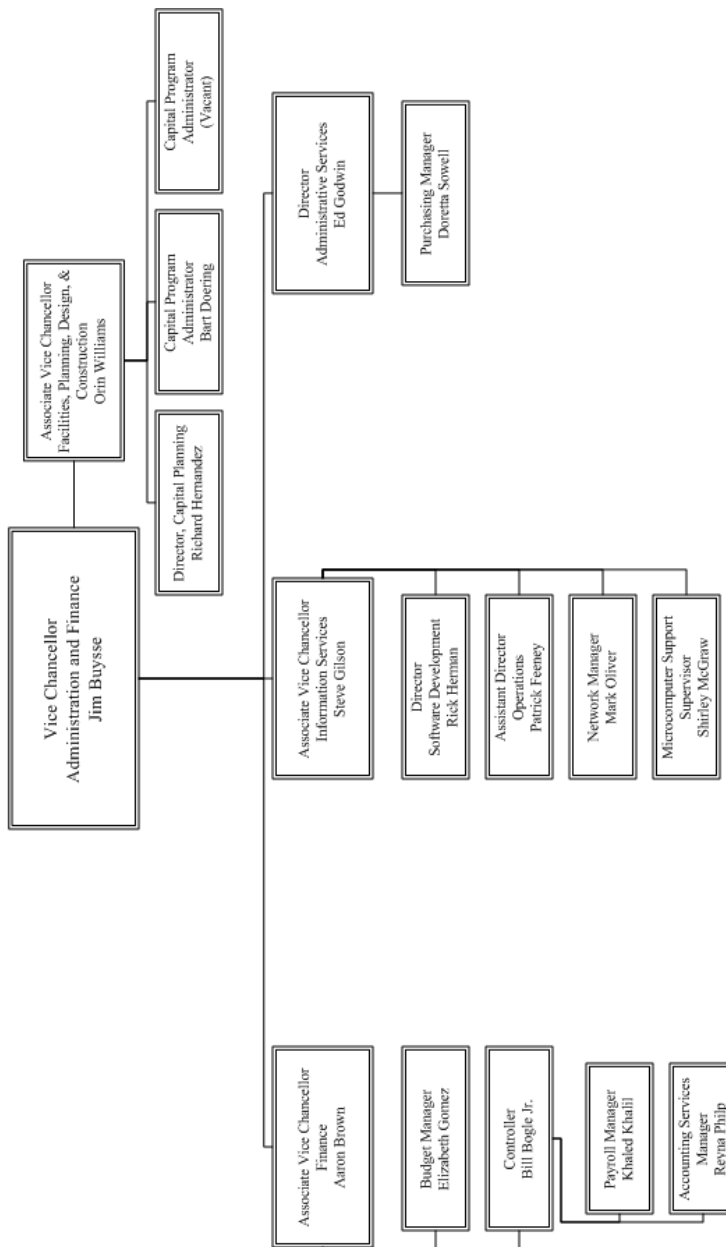


# Riverside Community College District Academic Affairs



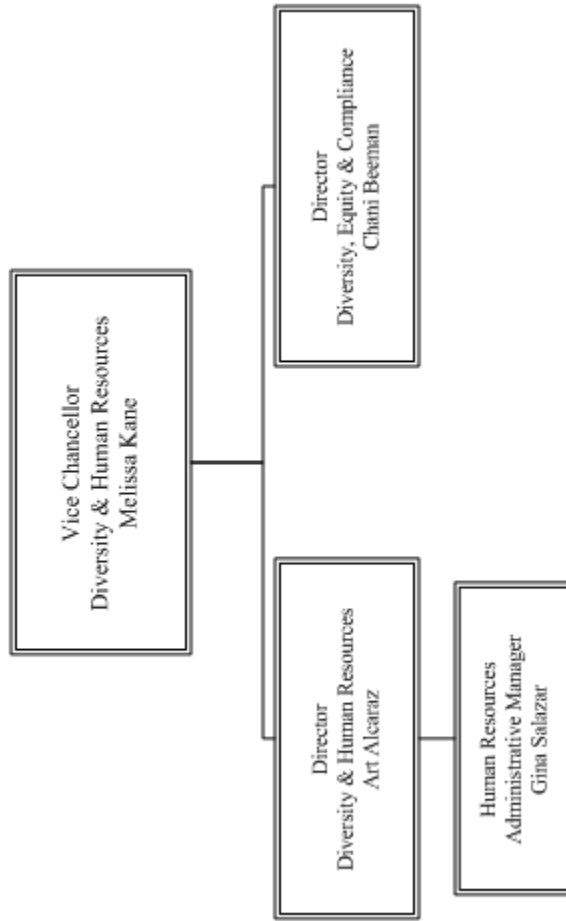
# Riverside Community College District

## Administration and Finance



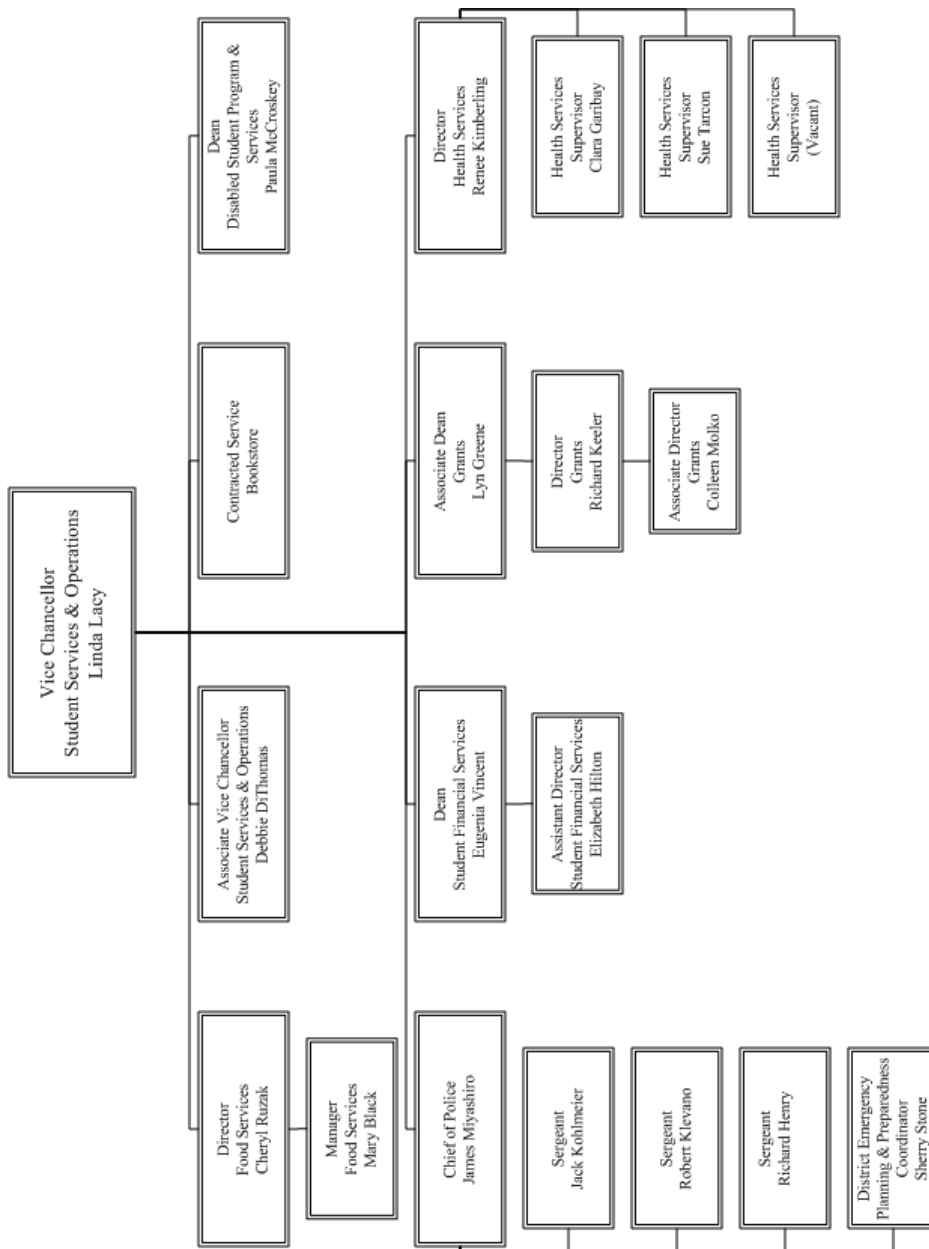
# Riverside Community College District

## Diversity and Human Resources



# Riverside Community College District

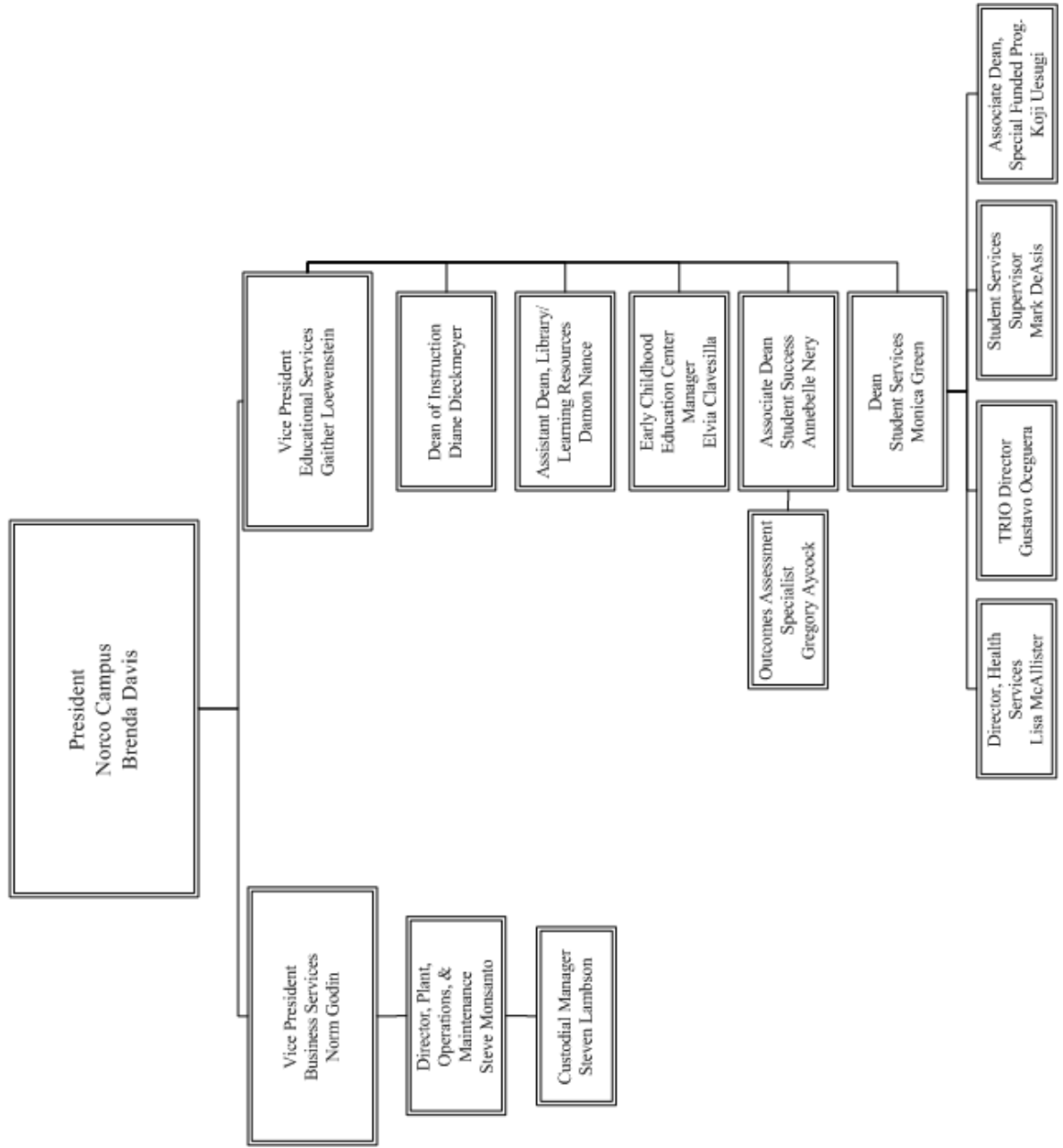
## Student Services & Operations





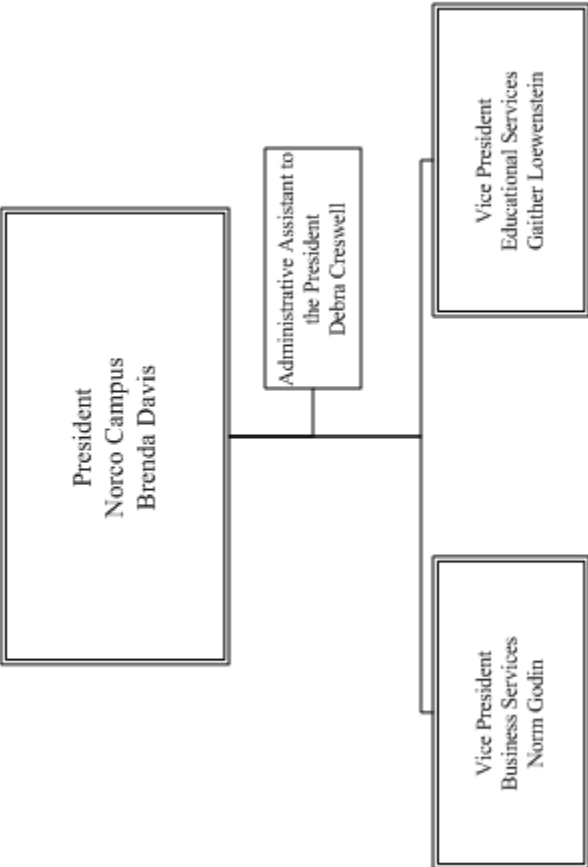
# Riverside Community College District

## Norco Campus



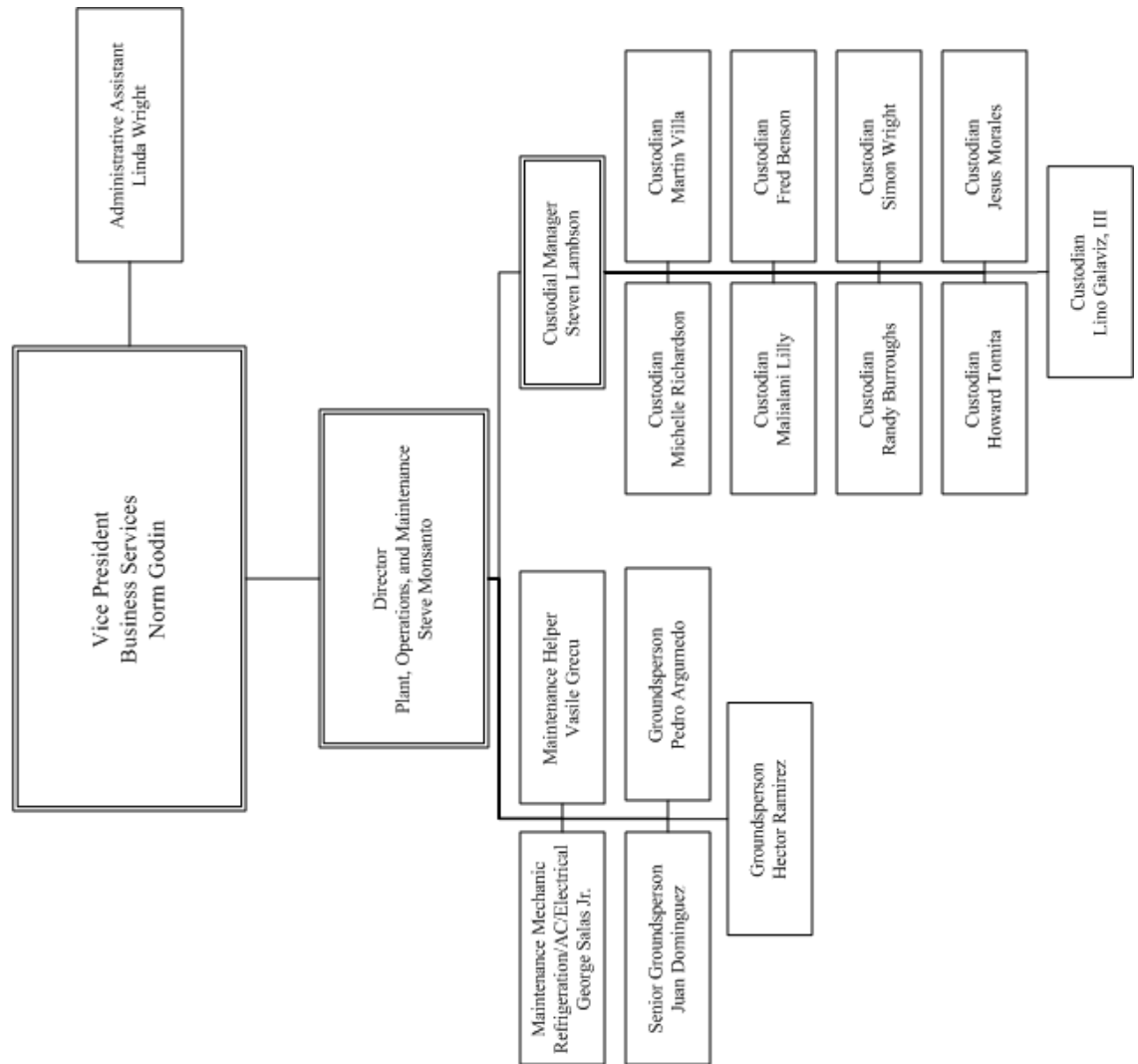
# Riverside Community College District

## Norco Campus - President's Office



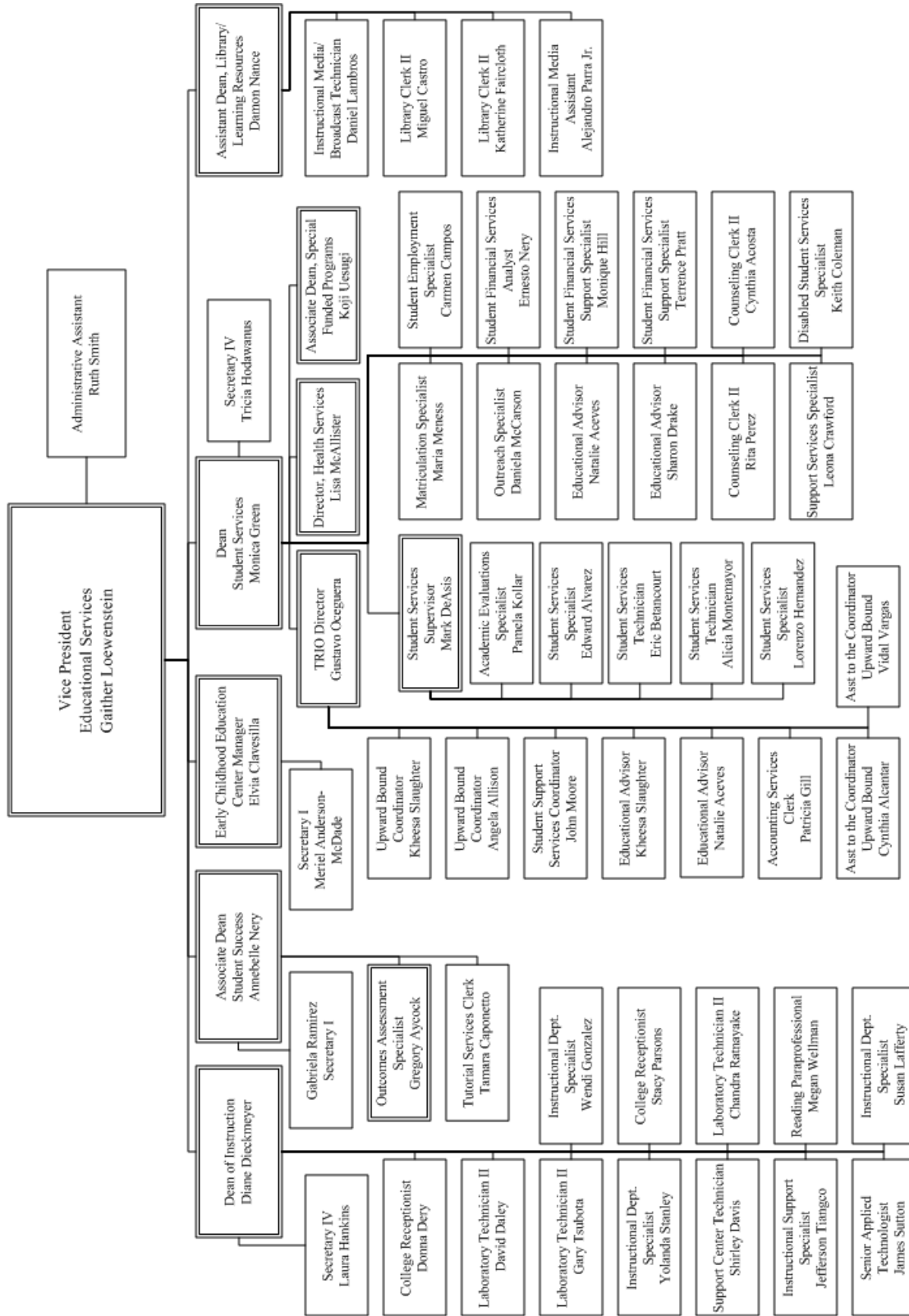
# Riverside Community College District

## Norco Campus - Business Services



# Riverside Community College District

## Norco Campus - Educational Services



## Riverside Community College District Function Map

The Riverside Community College District (RCCD) Function Map is intended to illustrate how the three colleges and the district manage the distribution of responsibility by function.

It is based on the Policy and Procedures for the Evaluation of Institutions in Multi-College/Multi-Unit Districts or Systems of ACCJC/WASC.

It was produced as the result of a collaborative process among the three colleges of the district—Riverside City, Norco, and Moreno Valley—and the Riverside Community College District office. It was first drafted by the Associate Vice Chancellor-Institutional Effectiveness and Associate Vice Chancellor-Instruction and sent for feedback to the members of the district and campuses. After consultation and revision it was given to the Chancellor’s Cabinet for review and approval. It was returned to the district Accreditation Coordination Committee for final approval before its inclusion in the colleges’ self-study drafts.

The revision process helped clarify some areas in the standards and also revealed the differing perspectives on a few of these responsibilities. The places where this is a concern have been identified in the self studies and, where needed, recommendations are included in the planning agenda.

The Function Map includes indicators that depict the level and type of responsibility as follows:

**P** = Primary Responsibility: Primary responsibility indicates leadership and oversight of a given function that may include design, development, implementation, and successful integration.

**S** = Secondary Responsibility: Secondary responsibility indicates support of a given function that may include feedback, technical assistance, input, and communication to assist with successful integration.

**SH** = Shared Responsibility: Pertains primarily to functions for which responsibility is shared, either by the faculties of the three District colleges/campuses (in the case of curriculum) or by the college/campus and the District Office (in the case of human resources, technology services and financial management).

**N/A** = Responsibility Not Applicable: In cases where neither the district nor the college has such responsibility, for example, Standard II.A.8, concerning offering courses in foreign locations.

**Standard I: Institutional Mission and Effectiveness**

<b>A. MISSION</b>		
The institution has a statement of mission that defines the institution's broad educational purposes,		
	College	District
1. The institution establishes student learning programs and services aligned with its purposes, its character, and its student population.	P	S
2. The mission statement is approved by the governing board and published.	P	S
3. Using the institution's governance and decision-making processes, the institution reviews its mission statement on a regular basis and revises it as necessary.	P	S
4. The institution's mission is central to institutional planning and decision-making.	P	S

<b>B. IMPROVING INSTITUTIONAL EFFECTIVENESS</b>		
The institution demonstrates a conscious effort to produce and support student learning, measures that learning, assesses how well learning is occurring, and makes changes to improve student learning. The institution also organizes its key processes and allocates its resources to effectively support student learning. The institution demonstrates its effectiveness by providing 1) evidence of the achievement of student learning outcomes and 2) evidence of institution and program performance. The institution uses ongoing and systematic evaluation and planning to refine its key processes and improve student learning.		
	College	District
1. The institution maintains an ongoing, collegial, self-reflective dialogue about the continuous improvement of student learning and institutional processes.	P	S
2. The institution sets goals to improve its effectiveness consistent with its stated purposes. The institution articulates its goals and states the objectives derived from them in measurable terms so that the degree to which they are achieved can be determined and widely discussed. The institutional members understand these goals and work collaboratively toward their achievement.	P	S
3. The institution assesses progress toward achieving its stated goals and makes decisions regarding the improvement of institutional effectiveness in an ongoing and systematic cycle of evaluation, integrated planning, resource allocation, implementation, and re-evaluation. Evaluation is based on analyses of both quantitative and qualitative data.	P	S
4. The institution provides evidence that the planning process is broad-based, offers opportunities for input by appropriate constituencies, allocates necessary resources, and leads to improvement of institutional effectiveness.	P	S

**Standard II: Student Learning Programs and Services**

<b>A. INSTRUCTIONAL PROGRAMS</b>		
The institution offers high-quality instructional programs in recognized and emerging fields of study that culminate in identified student outcomes leading to degrees, certificates, employment, or transfer to other higher education institutions or programs consistent with its mission. Instructional programs are systematically assessed in order to assure currency, improve teaching and learning strategies, and achieve stated student learning outcomes. The provisions of this standard are broadly applicable to all instructional activities offered in the name of the institution.		
	<b>College</b>	<b>District</b>
1. The institution demonstrates that all instructional programs, regardless of location or means of delivery, address and meet the mission of the institution and uphold its integrity.	P	S
The institution identifies and seeks to meet the varied educational needs of its students through programs consistent with their educational preparation and the diversity, demographics, and economy of its communities. The institution relies upon research and analysis to identify student learning needs and to assess progress toward achieving stated learning outcomes.	P	S
The institution utilizes delivery systems and modes of instruction compatible with the objectives of the curriculum and appropriate to the current and future needs of its students.	P	S
The institution identifies student learning outcomes for courses, programs, certificates, and degrees; assesses student achievement of those outcomes; and uses assessment results to make improvements.	SH	SH
2. The institution assures the quality and improvement of all instructional courses and programs offered in the name of the institution, including collegiate, developmental, and pre-collegiate courses and programs, continuing and community education, study abroad, short-term training courses and programs, programs for international students, and contract or other special programs, regardless of type of credit awarded, delivery mode, or location.	SH	SH
The institution uses established procedures to design, identify learning outcomes for, approve, administer, deliver, and evaluate courses and programs. The institution recognizes the central role of its faculty for establishing quality and improving instructional courses and programs.	P	S
The institution relies on faculty expertise and the assistance of advisory committees when appropriate to identify competency levels and measurable student learning outcomes for courses, certificates, programs including general and vocational education, and degrees. The institution regularly assesses student progress towards achieving those outcomes.	P	S

	<b>College</b>	<b>District</b>
High-quality instruction and appropriate breadth, depth, rigor, sequencing, time to completion, and synthesis of learning characterize all programs.	SH	SH
The institution uses delivery modes and teaching methodologies that reflect the diverse needs and learning styles of its students.	P	S
The institution evaluates all courses and programs through an on-going systematic review of their relevance, appropriateness, achievement of learning outcomes, currency, and future needs and plans.	P	S
The institution engages in ongoing, systematic evaluation and integrated planning to assure currency and measure achievement of its stated student learning outcomes for courses, certificates, programs including general and vocational education, and degrees. The institution systematically strives to improve those outcomes and makes the results available to appropriate constituencies	P	S
If an institution uses departmental course and/or program examinations, it validates their effectiveness in measuring student learning and minimizes test biases.	N/A	N/A
The institution awards credit based on student achievement of the course's stated learning outcomes. Units of credit awarded are consistent with institutional policies that reflect generally accepted norms or equivalencies in higher education.	P	S
The institution awards degrees and certificates based on student achievement of a program's stated learning outcomes.	P	S
3. The institution requires of all academic and vocational degree programs a component of general education based on a carefully considered philosophy that is clearly stated in its catalog. The institution, relying on the expertise of its faculty, determines the appropriateness of each course for inclusion in the general education curriculum by examining the stated learning outcomes for the course. General education has comprehensive learning outcomes for the students who complete it, including the following:	SH	SH
An understanding of the basic content and methodology of the major areas of knowledge: areas include the humanities and fine arts, the natural sciences, and the social sciences.	SH	SH
A capability to be a productive individual and life long learner: skills include oral and written communication, information competency, computer literacy, scientific and quantitative reasoning, critical analysis/logical thinking, and the ability to acquire knowledge through a variety of means.	SH	SH



	<b>College</b>	<b>District</b>
A recognition of what it means to be an ethical human being and effective citizen: qualities include an appreciation of ethical principles; civility and interpersonal skills; respect for cultural diversity; historical and aesthetic sensitivity; and the willingness to assume civic, political, and social responsibilities locally, nationally, and globally.	SH	SH
4. All degree programs include focused study in at least one area of inquiry or in an established interdisciplinary core.	SH	SH
5. Students completing vocational and occupational certificates and degrees demonstrate technical and professional competencies that meet employment and other applicable standards and are prepared for external licensure and certification.	P	S
6. The institution assures that students and prospective students receive clear and accurate information about educational courses and programs and transfer policies. The institution describes its degrees and certificates in terms of their purpose, content, course requirements, and expected student learning outcomes. In every class section students receive a course syllabus that specifies learning objectives consistent with those in the institution's officially approved course outline.	P	S
The institution makes available to its students clearly stated transfer-of-credit policies in order to facilitate the mobility of degree requirements, the institution certifies that the expected learning outcomes for transferred courses are comparable to the learning outcomes of its own courses. Where patterns of student enrollment between institutions are identified, the institution develops articulation agreements as appropriate to its mission.	P	S
When programs are eliminated or program requirements are significantly changed, the institution makes appropriate arrangements so that enrolled students may complete their education in a timely manner with a minimum of disruption.	P	S
The institution represents itself clearly, accurately, and consistently to prospective and current students, the public, and its personnel through its catalogs, statements, and regularly reviews institutional policies, procedures, and publications, including those presented in electronic formats. It regularly reviews institutional policies, procedures, and publications to assure integrity in all representations about its mission, programs, and services.	SH	SH

	<b>College</b>	<b>District</b>
7. In order to assure the academic integrity of the teaching-learning process, the institution uses and makes public governing board-adopted policies on academic freedom and responsibility, student academic honesty, and specific institutional beliefs or worldviews. These policies make clear the institution's commitment to the free pursuit and dissemination of knowledge.	P	S
Faculty distinguishes between personal conviction and professionally accepted views in a discipline. They present data and information fairly and objectively.	P	S
The institution establishes and publishes clear expectations concerning student academic honesty and the consequences for dishonesty.	P	S
Institutions that require conformity to specific codes of conduct of staff, faculty, administrators, or students, or that seek to instill specific beliefs or worldviews, give clear prior notice of such policies, including statements in the catalog and/or appropriate faculty or student handbooks.	SH	SH
8. Institutions offering curricula in foreign locations to students other than U.S. nationals operate in conformity with standards and applicable Commission policies.	N/A	N/A

**Standard II: Student Learning Programs and Services**

<b>B. STUDENT SUPPORT SERVICES</b>		
The institution recruits and admits diverse students who are able to benefit from its programs, consistent with its mission. Student support services address the identified needs of students and enhance a supportive learning environment. The entire student pathway through the institutional experience is characterized by a concern for student access, progress, learning, and success. The institution systematically assesses student support services using student learning outcomes, faculty and staff input, and other appropriate measures in order to improve the effectiveness of these services.		
	<b>College</b>	<b>District</b>
1. The institution assures the quality of student support services and demonstrates that these services, regardless of location or means of delivery, support student learning and enhance achievement of the mission of the institution.	P	S
2. The institution provides a catalog for its constituencies with precise, accurate, and current information concerning the following: a. General Information b. Requirements c. Major Policies Affecting Students d. Locations or publications where other policies may be found.	P	S
3. The institution researches and identifies the learning support needs of its student population and provides appropriate services and programs to address those needs.	P	S
The institution assures equitable access to all of its students by providing appropriate, comprehensive, and reliable services to students regardless of service location or delivery method.	P	S
The institution provides an environment that encourages personal and civic responsibility, as well as intellectual, aesthetic, and personal development for all of its students.	P	S
The institution designs, maintains, and evaluates counseling and/or academic advising programs to support student development and success and prepares faculty and other personnel responsible for the advising function.	P	S
The institution designs and maintains appropriate programs, practices, and services that support and enhance student understanding and appreciation of diversity.	P	S
The institution regularly evaluates admissions and placement instruments and practices to validate their effectiveness while minimizing biases.	SH	SH
The institution maintains student records permanently, securely, and confidentially, with provision for secure backup of all files, regardless of the form in which those files are maintained. The institution publishes and follows established policies for release of student records.	SH	SH
4. The institution evaluates student support services to assure their adequacy in meeting identified student needs. Evaluation of these services provides evidence that they contribute to the achievement of student learning outcomes. The institution uses the results of these evaluations as the basis for improvement.	P	S

**Standard II: Student Learning Programs and Services**

<b>C. LIBRARY AND LEARNING SUPPORT SERVICES</b>		
<p>Library and other learning support services for students are sufficient to support the institution's instructional programs and intellectual, aesthetic, and cultural activities in whatever format and wherever they are offered. Such services include library services and collections, tutoring, learning centers, computer laboratories, and learning technology development and training. The institution provides access and training to students so that library and other learning support services may be used effectively and efficiently. The institution systematically assesses these services using student learning outcomes, faculty input, and other appropriate measures in order to improve the effectiveness of the services.</p>		
	<b>College</b>	<b>District</b>
1. The institution supports the quality of its instructional programs providing library and other learning support services that are sufficient in quantity, currency, depth, and variety to facilitate educational offerings, regardless of location or means of delivery.	P	S
Relying on appropriate expertise of faculty, including librarians and other learning support services professionals, the institution selects and maintains educational equipment and materials to support student learning and enhance the achievement of the mission of the institution.	P	S
The institution provides ongoing instruction for users of library and other learning support services so that students are able to develop skills in information competency.	P	S
The institution provides students and personnel responsible for student learning programs and services adequate access to the library and other learning support services, regardless of their location or means of delivery.	P	S
The institution provides effective maintenance and security for its library and other learning support services.	P	S
When the institution relies on or collaborates with other institutions or other sources for library and other learning support services for its instructional programs, it documents that formal agreements exist and that such resources and services are adequate for the institution's intended purposes, are easily accessible, and utilized. The performance of these services is evaluated on a regular basis. The institution takes responsibility for and assures the reliability of all services provided either directly or through contractual arrangement.	N/A	N/A
2. The institution evaluates library and other learning support services to assure their adequacy in meeting identified student needs. Evaluation of these services provides evidence that they contribute to the achievement of student learning outcomes. The institution uses the results of these evaluations as the basis for improvement.	P	S

**Standard III: Resources**

<b>A. HUMAN RESOURCES</b>		
<p>The institution employs qualified personnel to support student learning programs and services wherever offered and by whatever means delivered, and to improve institutional effectiveness. Personnel are treated equitably, are evaluated regularly and systematically, and are provided opportunities for professional development. Consistent with its mission, the institution demonstrates its commitment to the significant educational role played by persons of diverse backgrounds by making positive efforts to encourage such diversity. Human resource planning is integrated with institutional planning.</p>		
	<b>College</b>	<b>District</b>
1. The institution assures the integrity and quality of its programs and services by employing personnel who are qualified by appropriate education, training, and experience to provide and support these programs and services.	SH	SH
Criteria, qualifications, and procedures for selection of personnel are clearly and publicly stated. Job descriptions are directly related to institutional mission and goals and accurately reflect position duties, responsibilities, and authority. Criteria for selection of faculty include knowledge of the subject matter or service to be performed (as determined by individuals with discipline expertise), effective teaching, scholarly activities, and potential to contribute to the mission of the institution. Institutional faculty play a significant role in selection of new faculty. Degrees held by faculty and administrators are from institutions accredited by recognized U.S. accrediting agencies. Degrees from non- U.S. institutions are recognized only if equivalence has been established.	S	P
The institution assures the effectiveness of its human resources by evaluating all personnel systematically and at stated intervals. The institution establishes written criteria for evaluating all personnel, including performance of assigned duties and participation in institutional responsibilities and other activities appropriate to their expertise. Evaluation processes seek to assess effectiveness of personnel and encourage improvement. Actions taken following evaluations are formal, timely, and documented.	P	S
Faculty and others directly responsible for student progress toward achieving stated student learning outcomes have, as a component of their evaluation, effectiveness in producing those learning outcomes.	P	S
The institution upholds a written code of professional ethics for all of its personnel.	P	S
2. The institution maintains a sufficient number of qualified faculty with full-time responsibility to the institution. The institution has a sufficient number of staff and administrators with appropriate preparation and experience to provide the administrative services necessary to support the institution's mission and purposes.	P	S

	<b>College</b>	<b>District</b>
3. The institution systematically develops personnel policies and procedures that are available for information and review. Such policies and procedures are equitably and consistently administered.	S	P
The institution establishes and adheres to written policies ensuring fairness in all employment procedures.	S	P
The institution makes provision for the security and confidentiality of personnel records. Each employee has access to his/her personnel records in accordance with law.	S	P
4. The institution demonstrates through policies and practices an appropriate understanding of and concern for issues of equity and diversity.	SH	SH
The institution creates and maintains appropriate programs, practices, and services that support its diverse personnel.	P	S
The institution regularly assesses its record in employment equity and diversity consistent with its mission.	S	P
The institution subscribes to, advocates, and demonstrates integrity in the treatment of its administration, faculty, staff and students.	P	S
5. The institution provides all personnel with appropriate opportunities for continued professional development, consistent with the institutional mission and based on identified teaching and learning needs.	P	S
The institution plans professional development activities to meet the needs of its personnel.	P	S
With the assistance of the participants, the institution systematically evaluates professional development programs and uses the results of these evaluations as the basis for improvement.	P	S
6. Human resource planning is integrated with institutional planning. The institution systematically assesses the effective use of human resources and uses the results of the evaluation as the basis for improvement.	P	S

**Standard III: Resources**

<b>B. PHYSICAL RESOURCES</b>		
Physical resources, which include facilities, equipment, land, and other assets, support student learning programs and services and improve institutional effectiveness. Physical resource planning is integrated with institutional planning.		
	<b>College</b>	<b>District</b>
1. The institution provides safe and sufficient physical resources that support and assure the integrity and quality of its programs and services, regardless of location or means of delivery.	P	S
The institution plans, builds, maintains, and upgrades or replaces its physical resources in a manner that assures	P	S
The institution assures that physical resources at all locations where it offers courses, programs, and services are constructed and maintained to assure access, safety, security, and a healthful learning and working environment.	P	S
2. To assure the feasibility and effectiveness of physical resources in supporting institutional programs and services, the institution plans and evaluates its facilities and equipment on a regular basis, taking utilization and other relevant data into account.	P	S
Long-range capital plans support institutional improvement goals and reflect projections of the total cost of ownership of new facilities and equipment.	P	S
Physical resource planning is integrated with institutional planning. The institution systematically assesses the effective use of physical resources and uses the results of the evaluation as the basis for improvement.	P	S

**Standard III: Resources**

<b>C. TECHNOLOGY RESOURCES</b>		
Technology resources are used to support student learning programs and services and to improve institutional effectiveness. Technology planning is integrated with institutional planning.		
	<b>College</b>	<b>District</b>
1. The institution assures that any technology support it provides is designed to meet the needs of learning, teaching, college-wide communications, research, and operational systems.	P	S
Technology services, professional support, facilities, hardware, and software are designed to enhance the operation and effectiveness of the institution.	SH	SH
The institution provides quality training in the effective application of its information technology to students and	SH	SH
The institution systematically plans, acquires, maintains, and upgrades or replaces technology infrastructure and equipment to meet institutional needs.	SH	SH
The distribution and utilization of technology resources support the development, maintenance, and enhancement of its programs and services.	SH	SH
2. Technology planning is integrated with institutional planning. The institution systematically assesses the effective use of technology resources and uses the results of evaluation as the basis for improvement.	P	S



**Standard III: Resources**

<b>D. FINANCIAL RESOURCES</b>		
Financial resources are sufficient to support student learning programs and services and to improve institutional effectiveness. The distribution of resources supports the development, maintenance, and enhancement of programs and services. The institution plans and manages its financial affairs with integrity and in a manner that ensures financial stability. The level of financial resources provides a reasonable expectation of both short-term and long-term financial solvency. Financial resources planning is integrated with institutional planning.		
	<b>College</b>	<b>District</b>
1. The institution relies upon its mission and goals as the foundation for financial planning.	P	S
Financial planning is integrated with and supports all institutional planning.	P	S
Institutional planning reflects realistic assessment of financial resource availability, development of financial resources, partnerships, and expenditure requirements.	P	S
When making short-range financial plans, the institution considers its long-range financial priorities to assure financial stability. The institution clearly identifies and plans for payment of liabilities and future obligations.	P	S
The institution clearly defines and follows its guidelines and processes for financial planning and budget development, with all constituencies having appropriate opportunities to participate in the development of institutional plans and budgets.	P	S
2. To assure the financial integrity of the institution and responsible use of financial resources, the financial management system has appropriate control mechanisms and widely disseminates dependable and timely information for sound financial decision making.	S	P
Financial documents, including the budget and independent audit, reflect appropriate allocation and use of financial resources to support student learning programs and services. Institutional responses to external audit findings are comprehensive, timely, and communicated appropriately.	S	P
Appropriate financial information is provided throughout the institution.	SH	SH
The institution has sufficient cash flow and reserves to maintain stability, strategies for appropriate risk management, and realistic plans to meet financial emergencies and unforeseen occurrences.	S	P
The institution practices effective oversight of finances, including management of financial aid, grants, externally funded programs, contractual relationships, auxiliary organizations or foundations, and institutional investments and assets.	SH	SH

	<b>College</b>	<b>District</b>
All financial resources, including those from auxiliary activities, fund-raising efforts, and grants are used with integrity in a manner consistent with the mission and goals of the institution.	P	S
Contractual agreements with external entities are consistent with the mission and goals of the institution, governed by institutional policies, and contain appropriate provisions to maintain the integrity of the institution.	P	S
The institution regularly evaluates its financial management processes, and the results of the evaluation are used to improve financial management systems.	SH	SH
3. The institution systematically assesses the effective use of financial resources and uses the results of the evaluation as the basis for improvement.	SH	SH

**Standard IV: Leadership and Governance**

<b>A. DECISION-MAKING ROLES AND PROCESSES</b>		
The institution recognizes that ethical and effective leadership throughout the organization enables the institution to identify institutional values, set and achieve goals, learn, and improve.		
	<b>College</b>	<b>District</b>
1. Institutional leaders create an environment for empowerment, innovation, and institutional excellence. They encourage staff, faculty, administrators, and students, no matter what their official titles, to take initiative in improving the practices, programs, and services in which they are involved. When ideas for improvement have policy or significant institution-wide implications, systematic participative processes are used to assure effective discussion, planning, and implementation.	P	S
2. The institution establishes and implements a written policy providing for faculty, staff, administrator, and student participation in decision-making processes. The policy specifies the manner in which individuals bring forward ideas from their constituencies and work together on appropriate policy, planning, and special-purpose bodies.	P	S
Faculty and administrators have a substantive and clearly defined role in institutional governance and exercise a substantial voice in institutional policies, planning, and budget that relate to their areas of responsibility and expertise. Students and staff also have established mechanisms or organizations for providing input into institutional decisions.	P	S
The institution relies on faculty, its academic senate or other appropriate faculty structures, the curriculum committee, and academic administrators for recommendations about student learning programs and services.	P	S
3. Through established governance structures, processes, and practices, the governing board, administrators, faculty, staff, and students work together for the good of the institution. These processes facilitate discussion of ideas and effective communication among the institution's constituencies.	SH	SH
4. The institution advocates and demonstrates honesty and integrity in its relationships with external agencies. It agrees to comply with Accrediting recommendations made by the Commission.	P	S
5. The role of leadership and the institution's governance and decision-making structures and processes are regularly evaluated to assure their integrity and effectiveness. The institution widely communicates the results of these evaluations and uses them as the basis for improvement.	P	S

**Standard IV: Leadership and Governance**

<b>B. BOARD AND ADMINISTRATIVE ORGANIZATION</b>		
<p>In addition to the leadership of individuals and constituencies, institutions recognize the designated responsibilities of the governing board for setting policies and of the chief administrator for the effective operation of the institution. Multi-college districts/systems clearly define the organizational roles of the district/system and the colleges.</p>		
	<b>College</b>	<b>District</b>
<p>1. The institution has a governing board that is responsible for establishing policies to assure the quality, integrity, and effectiveness of the student learning programs and services and the financial stability of the institution. The governing board adheres to a clearly defined policy for selecting and evaluating the chief administrator for the college or the district/system.</p>	S	P
<p>The governing board is an independent policy-making body that reflects the public interest in board activities and decisions. Once the board reaches a decision, it acts as a whole. It advocates for and defends the institution and protects it from undue influence or pressure.</p>	N/A	P
<p>The governing board establishes policies consistent with the mission statement to ensure the quality, integrity, and improvement of student learning programs and services and the resources necessary to support them.</p>	S	P
<p>The governing board has ultimate responsibility for educational quality, legal matters, and financial integrity.</p>	S	P
<p>The institution or the governing board publishes the board bylaws and policies specifying the board's size, duties, responsibilities, structure, and operating procedures.</p>	N/A	P
<p>The governing board acts in a manner consistent with its policies and bylaws. The board regularly evaluates its policies and practices and revises them as necessary.</p>	N/A	P
<p>The governing board has a program for board development and new member orientation. It has a mechanism for providing for continuity of board membership and staggered terms of office.</p>	N/A	P
<p>The governing board's self-evaluation processes for assessing board performance are clearly defined, implemented, and published in its policies or bylaws.</p>	N/A	P
<p>The governing board has a code of ethics that includes a clearly defined policy for dealing with behavior that violates its code.</p>	N/A	P
<p>The governing board is informed about and involved in the accreditation process.</p>	P	S

	College	District
The governing board has the responsibility for selecting and evaluating the district/system chief administrator (most often known as the chancellor) in a multi-college district/system or the college chief administrator (most often known as the president) in the case of a single college. The governing board delegates full responsibility and authority to him/her to implement and administer board policies without board interference and holds him/her accountable for the operation of the district/system or college, respectively. In multi-college districts/systems, the governing board establishes a clearly defined policy for selecting and evaluating the presidents of the colleges.	S	P
2. The president has primary responsibility for the quality of the institution he/she leads. He/she provides effective leadership in planning, organizing, budgeting, selecting and developing personnel, and assessing institutional effectiveness.	P	S
The president plans, oversees, and evaluates an administrative structure organized and staffed to reflect the institution's purposes, size, and complexity. He/she delegates authority to administrators and others consistent with their responsibilities, as appropriate.	P	S
The president guides institutional improvement of the teaching and learning environment by the following: <ul style="list-style-type: none"> <li>• establishing a collegial process that sets values, goals, and priorities;</li> <li>• ensuring that evaluation and planning rely on high quality research and analysis on external and internal conditions;</li> <li>• ensuring that educational planning is integrated with resource planning and distribution to achieve student learning outcomes; and</li> <li>• establishing procedures to evaluate overall institutional planning and implementation efforts.</li> </ul>	P	S
The president assures the implementation of statutes, regulations, and governing board policies and assures that institutional practices are consistent with institutional mission and policies.	P	S
The president effectively controls budget and expenditures.	P	S
The president works and communicates effectively with the communities served by the institution.	P	S

	College	District
3. In multi-college districts or systems, the district/system provides primary leadership in setting and communicating expectations of educational excellence and integrity throughout the district/system and assures support for the effective operation of the colleges. It establishes clearly defined roles of authority and responsibility between the colleges and the district/system and acts as the liaison between the colleges and the governing board.	S	P
The district/system clearly delineates and communicates the operational responsibilities and functions of the district/system from those of the colleges and consistently adheres to this delineation in practice.	S	P
The district/system provides effective services that support the colleges in their missions and functions.	S	P
The district/system provides fair distribution of resources that are adequate to support the effective operations of the colleges.	S	P
The district/system effectively controls its expenditures.	S	P
The chancellor gives full responsibility and authority to the presidents of the colleges to implement and administer delegated district/system policies without his/her interference and holds them accountable for the operation of the colleges.	S	P
The district/system acts as the liaison between the colleges and the governing board. The district/system and the colleges use effective methods of communication, and they exchange information in a timely manner.	S	P
The district/system regularly evaluates district/system role delineation and governance and decision-making structures and processes to assure their integrity and effectiveness in assisting the colleges in meeting educational goals. The district/system widely communicates the results of these evaluations and uses them as the basis for improvement.	S	P



## Abstract of the Self Study

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## ABSTRACT OF THE SELF STUDY

### **STANDARD I:** Institutional Mission & Effectiveness

Norco Campus demonstrates a strong commitment to achievement of student learning by providing a full range of programs and services aligned with its mission statement.

The institution's mission guides planning and decision-making through the Norco Strategic Planning Committee (NSPC); the Norco Academic, Administrative, and Student Services Planning Councils (NAPC, NAdPC, and SSPC); and the Norco Academic Senate. The campus mission statement and the district/campus strategic initiatives are aligned through comprehensive four-year program reviews. Data provided by annual program reviews assist faculty and administration in prioritizing resource allocation and determining progress towards achieving student learning outcomes.

Norco's Planning Councils, the NSPC and its subcommittees are part of an established

campus-wide process for collegial, self-reflective dialogue about student learning. These groups represent the collaboration of the Norco Academic Senate, administration, staff, and students. Together they work to develop campus goals and a clearly written Educational Master Plan. Quantitative and qualitative data are used to evaluate the effectiveness of planning processes for achieving student learning.

Norco Campus participates in the development of district-wide student achievement goals, including General Education SLOs, through the involvement of faculty on the District Assessment Committee (DAC). The District Strategic Initiatives for 2005-2010 delineate measurable goals to improve institutional effectiveness. Norco's response to these strategic initiatives is the result of dialogue directed toward strategies for meeting these goals in terms of the students and communities served by Norco.

### **STANDARD IIA:** Instructional Programs

Norco Campus has a strong commitment to high-quality instructional programs in recognized and emerging fields of study. Academic disciplines, student services programs, and administrative units at Norco participate in and comply with all program review, student learning outcomes development, and assessment procedures.

The campus meets the minimum standards of awarding degrees and certificates based on the norms of higher education as well as approved district and program-based student learning outcomes. Norco Campus has a full range of course offerings that support the capability to be a productive individual and lifelong learner. The district's

General Education SLOs address the desired higher education skills of oral and written communication, information competency, computer literacy, scientific and quantitative reasoning, critical analysis/logical thinking, and the ability to acquire knowledge through a variety of means. General Education SLOs also address those goals of higher education directed toward producing graduates with the ability to act on ethical principles, to respect other cultures and styles of communication, to understand the impact of history and the arts, and to become productive and responsible citizens at all levels of society.



Norco Campus has made significant progress in generating and using data to meet its mission goals of maintaining an effective, learner-centered institution responsive to student needs. Increasingly, Norco Campus makes use of demographic information to identify and analyze enrollment trends and learning needs for the communities it serves.

Since 2002, faculty and student support services staff have been fully engaged in implementing assessment as a means of enhancing student learning, including assessment of General Education SLOs. The campus follows procedures established by the District Assessment, Program Review, and Norco Campus Curriculum Committees to develop and measure student learning outcomes in transfer disciplines, occupational programs, student services programs, and non-instructional units. Norco relies on faculty expertise and the assistance of advisory committees as appropriate to identify competency levels and student learning outcomes for both transfer and vocational courses and programs.

Almost all of the course outlines district-wide now contain appropriate, integrated student learning outcomes. Academic disciplines have established SLOs for a majority of their programs. At Norco, all occupational programs have developed SLOs for their certificate/degree patterns, and most have begun the processes of assessing them. General Education SLOs have been approved at the district level. Individual disciplines have begun to align course-level and program-level SLOs with the General Education SLOs.

Norco Campus is committed to making education available and accessible to all of its students and the communities it serves. To facilitate this goal, the campus offers a variety of instructional delivery modes compatible with established curriculum and program objectives and attuned to demonstrable/ expressed student needs.

Among these offerings are online, hybrid, and web-enhanced courses supported by Open Campus.

Standards and guidelines for curriculum development are clear and purposeful. All courses, certificates and programs are clearly defined; graduation and licensure requirements are disseminated to the public using multiple means. The curriculum, program review and assessment processes ensure a recursive review of all SLOs and course outlines of record, modes of delivery, and methods of instruction.

Systematic evaluation and course- and campus-based assessment processes support integrated academic planning through the Norco Academic Planning Council and the Norco Strategic Planning Committee. The Norco Curriculum Committee, established by the Norco Academic Senate in October of 2006, began independent review and approval of local curriculum in fall 2007.

Norco Campus in cooperation with RCCD has development of a series of transfer degree programs in specific Areas of Emphasis in order to: (1) address rigor and sequencing issues; (2) encourage retention, persistence, and completion rates; and (3) ensure that students earn a degree with a "disciplined focus" as mandated by Title V and the State Chancellor's Office.

Norco faculty members explore and provide effective modes of delivery and teaching methodologies that promote student success. Faculty members maintain and improve their teaching skills through attendance at workshops and conferences on new pedagogical approaches and instructional methods and techniques.

The institution assures that clear and accurate information about educational courses and programs and transfer policies is available to all students through the district catalog and other publications. In every class

section, students receive a course syllabus that specifies learning objectives consistent with those in the district's officially approved course outline. Norco Campus is currently publishing a separate catalog for the 2009-2010 academic year that will provide clear evidence of Norco's institutional commitment to provide appropriate programs and services to the communities it serves.

The Board of Trustees' code of ethics and academic freedom policies, as well as the

### **STANDARD IIB: Student Support Services**

Norco Campus maintains programs and services that support and enhance understanding and appreciation of diversity. The institution researches, identifies and evaluates the learning support needs of its student population through a wide range of program surveys as well as district and local data-collection methods.

Norco Campus is committed to increasing and expanding access to all targeted student populations through the continuous improvement of its support services. Since the previous accreditation self-study, Norco Campus administrators, staff and faculty have utilized district institutional research data to successfully identify the specific needs of Norco students. The campus has consistently increased its commitment to provide appropriate, comprehensive and reliable support to its students regardless of location or method of delivery.

Student services programs have been successful in their efforts to provide services and resources that effectively contribute to students' personal and academic growth. Support programs at Norco Campus are interrelated and complement each other in

faculty "Ethics Statement," emphasizes the commitment of the district and Norco Campus to the integrity of the teaching/learning process and to the free pursuit and dissemination of knowledge. Students are informed of the district's policies on academic honesty and the consequences of dishonesty in the *Student Handbook* and on individual course syllabi given to each student in all classes.

order to enhance the educational experience and maintain a supportive learning environment. Student Learning Outcomes (SLOs) and Service Area Outcomes (SAOs) have been developed as part of the program review process.

Student Services utilizes information and data from program reviews and Student Satisfaction Surveys (CCESQ) to maintain high quality of services and identify areas in need of improvement within various student services programs. Student learning needs are also supported through the use of technology and online services integrated into the admissions and records, matriculation, and counseling processes.

The comprehensive district Student Services Program Review process has resulted in the formulation of SLOs, SAOs, and assessment measures for all programs under the umbrella of Student Support Services. Thus, an effective structure has been put into place for the evaluation of the adequacy of student services in meeting student needs, and significant progress has been made in meeting the standard.

## **STANDARD IIC: Library and Learning Support Services**

The Wilfred J. Airey Library at Norco Campus is one of three campus libraries sharing resources with the other RCCD libraries. Until recently the district had a fully centralized library system; the Digital Library/Learning Resource Center on the Riverside City College campus acted as host to the Airey Library on the Norco Campus. Beginning February 1, 2007, administrative oversight of the Airey Library was assigned to the Norco Campus, and a newly hired Assistant Dean of Library Services assumed responsibility for the Norco library.

The library and learning support services at Norco provide adequate access to students, staff, and faculty on campus. Norco librarians and discipline faculty acquire materials to support student learning and meet the mission of the campus. Library faculty members continually assess the effectiveness of the current collection by evaluating whether the current materials are of sufficient relevancy and currency to meet the students' research needs. Because the three campus libraries share resources, learners have access to the entire circulating collection, regardless of where an item is housed, through intercampus loan service.

Norco Library and staff are dedicated to providing services, materials, training, and educational programs to all students and faculty regardless of location, special need, or type of program. This includes John F. Kennedy Middle College High School, developmental, and DSPS students. Information competency-skills training is also provided formally in scheduled workshops and online courses and informally through library tours and other one-on-one assistance. Workshops and the online Library 1 course cover a variety of topics, including the use of electronic resources (scholarly journals, newspaper and magazine articles), remote access of electronic resources, and general research skills

(exploring databases, use of citations, Noodle Tools, and advanced internet searches).

The Instructional Media Center (IMC) has temporarily expanded its operational space and resources to meet increasing work orders and equipment maintenance and repair requests. IMC has implemented a district-wide faculty survey which could provide useful information for implementing improvements and changes in services.

In addition to the IMC, learning support services at Norco Campus include the Writing and Reading Center, Math and CIS labs, and Tutorial Services. Utilization data for these labs and for Tutorial Services at Norco are currently being collected and evaluated by the campus Outcomes Assessment Specialist. Some student success rates have been analyzed for the math lab and Tutorial Center; analysis of success rates for students enrolled in English practicum courses (one-on-one assistance in the Writing and Reading Center) is scheduled for analysis in summer/fall 2007. Using this data, Norco Campus learning support programs will adapt their services to better meet student needs and improve institutional effectiveness.

Norco Campus undertakes active, ongoing evaluation of library and other learning support services in order to improve its services to students and substantiate the achievement of student learning outcomes. Assessment instruments indicate that a significant portion of our students find the library resources and services useful to their studies. Also, the alignment of student learning outcomes for library patrons with the ACRL guidelines and other assessment best practices recommendations is being used to increase institutional effectiveness in meeting student needs

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### **STANDARD IIIA: Human Resources**

Working with the district Office of Diversity and Human Resources, Norco Campus strives to select the best-qualified academic and classified personnel in accordance with state and district hiring policies and procedures in order to achieve the highest levels of student learning and institutional effectiveness.

Oversight of hiring procedures remains a district-level function; Norco works in concert with Human Resources to ensure that all hires are a good fit with institutional and campus goals. The campus follows a fair and equitable hiring process established through district policy, and all personnel have the qualifications required in specific job descriptions and/or meet minimum qualifications to provide, support, and maintain the educational programs and services of the college.

All faculty are evaluated regularly and systematically; evaluation includes assessment of subject mastery, preparation for teaching, classroom instructional methods and techniques, coaching/counseling skills, and campus /district involvement. Faculty are also expected to teach to the course outline of record and have SLOs in their syllabi that are consistent with the SLOs in CORs. For staff, evaluation includes a review of performance in order to identify outstanding performance, areas needing improvement, and/or documentation of unsatisfactory performance. Management is also evaluated to encourage improvement in carrying out designated functions, duties and responsibilities using the criteria and processes prescribed in the district's Management Job Performance Evaluation document.

### **STANDARD IIIB: Physical Resources**

Planning processes are in place to assure effective utilization and continuing quality of

Faculty engage in a variety of opportunities for professional development through FLEX Day activities and workshops, conferences, salary reclassification opportunities via professional growth activities, sabbatical leave awards, and individual professional development activities. New full-time faculty orientation and training includes face-to-face workshops and online instruction through 4faculty.org. Each new faculty member is also mentored by arrangement with the campus Coordinator of Faculty Development. Part-time faculty are encouraged to attend welcome meetings, professional development workshops organized by full-time faculty in their discipline, regular faculty development workshops on campus, and online pedagogical resources on 4faculty.org. Norco Campus provides appropriate support for classified personnel through staff development opportunities including informational meetings, district workshops, professional organization workshops and seminars, professional organization conferences, community education, and online workshops.

Norco Campus follows procedures which fully integrate human resource planning with institutional planning. The Norco Educational Master Plan provides the guidelines and the inclusive processes for prioritizing ensure transparency and dialogue about both the process and the appropriateness of the prioritization in relation to strategic planning more broadly. Each of the planning councils (Academic, Administrative, and Student Services) and the NSPC have engaged in evaluation of the processes as they have been used over the last two years and changes have been made in the ranking criteria as a result of those discussions.

physical resources at Norco Campus in order to support its programs and services. As

part of the ongoing process of facilities planning, each campus academic and non-instructional unit identifies its resource needs by means of comprehensive program reviews conducted on a systematic four-year cycle as well as annual program updates. Department chairs communicate resource requests to the Norco Academic Planning Council (NAPC). Using the information provided by the NAPC, the Physical Resources subcommittee of the Norco Strategic Planning Committee (NSPC) identifies facilities needs for each department and makes recommendations to the NSPC at large, which in turn forwards its recommendations to the Norco President. These needs are integrated within the Norco Educational Master Plan. The district's

Facilities Planning, Design, and Construction Office then has primary responsibility for oversight and coordination of the planning of all major capital outlay projects.

The current system of identifying and communicating physical resource needs through discipline and non-instructional program reviews and annual campus-based program updates, with collaboration by the Physical Resources Subcommittee, and of integrating these processes into the Norco AMP, is a strong model for physical resource decision-making driven by program needs. The strategic planning processes integrate planning and institutional goals more effectively.

### **STANDARD IIIC: Technology Resources**

Norco Campus provides appropriate technology support to faculty for research and course development, to students for learning activities, and to staff and administration for the performance of their job duties. Academic Information Architecture, Information Services, Open Campus, IMC, Library Technology, Learning Support Services, Public Relations, and Facilities departments provide a wide variety of services and support to maintain and enhance the operation and effectiveness of the campus.

Norco Campus makes appropriate technology training available to all students, faculty and staff who need assistance and support. The campus focuses on providing effective and quality training to students who use technology in their courses or research work, including an array of services to students with special needs.

Norco Campus undertakes strategic planning for technology resources in order to support,

develop, maintain, and enhance campus programs and services. The Technology Resources subcommittee of the Norco SPC, using information from discipline program reviews and departmental budget requests, prioritizes the recommendations for purchase of equipment in order to ensure equitable distribution and utilization of technology resources. Allocation of technology resources is made by administrative decision after incorporation of input from faculty, campus technical specialists, data from end-users, and on an as-needed basis, subject to district budget allocation fund availability.

Technology planning and decision-making take place at many levels within the campus and the district to ensure that the proper technology resources are available for the Norco Campus. Strategic planning ensures that all requests for additional equipment or software are equitably researched and analyzed.

### **STANDARD IIID: Financial Resources**

Within the Norco Educational Master Plan (NAMP), each department provides a plan for future growth and development as well as a list of staffing, equipment, facilities planning, and budget requests. Review and prioritization of these requests derives from departmental funding requests based upon instructional and non-instructional program reviews.

The Norco Strategic Planning Committee (NSPC) and its Financial Resources Subcommittee work with the Norco Academic Planning Council (NAPC), the Norco Administrative Planning Council (NAdPC) and the Student Services Planning Council to review each area's Program Review documents and prioritize current and future financial needs annually. Norco Campus follows all guidelines and processes for financial planning and budget development, allowing all campus constituencies to participate in the processes. These constituencies review and discuss the funding needs of the campus and make recommendations to appropriate administrators.

Through monthly financial reports distributed to department chairs, student-services managers, and instructional managers; dialogue and budgetary recommendations from the Financial Resources Subcommittee of the SPC; and prioritized input from program review documents, Norco Campus makes every effort to establish funding priorities to help all parties achieve their educational and financial goals.

In making short-range financial plans, the district and Norco Campus take into account long-range financial priorities in order to assure the financial stability of the institution. Plans for payment of liabilities and future obligations are clearly identified in annual district budget reports and planning documents.

The district's annual budget, finances and expenditures are audited yearly by external auditors. Audit finding responses are prepared by the responsible administrator at either the district or campus level. The responses are included in the issued audit report.

The district has evaluative processes in place for allocation and use of financial resources at its college and educational centers. Norco Campus also systematically assesses the effective use of financial resources and uses the results of its evaluation as the basis for improvement. The Norco Strategic Planning Committee and its Financial Resources Subcommittee make recommendations for changes in the fiscal process by using the input from departments and annual program review updates. The Vice President of Business Services and Norco Campus administration also make recommendations for fiscal process modifications based on their evaluations of the effectiveness of current processes. Through all these means, financial resources are integrated with institutional planning.

#### **STANDARD IV: Decision-Making Roles and Processes**

A defining measure of Norco Campus leadership is the active participatory role that faculty, staff, and students play in the Academic Senate, the Norco Strategic Planning Committee and its four subcommittees, the Norco Academic Planning Council, the Norco Administrative Planning Council, the Norco Student Services Planning Council, and the Associated Students of Norco Campus. Faculty and staff, assisted by administrators as appropriate, establish agenda items, conduct meetings, make recommendations to district and Norco administrators and initiate and implement local and district procedures and policies in order to improve student learning and enhance institutional effectiveness. The Norco student body has an active and growing student government and organized student clubs.

Through a variety of systematic participatory processes, Norco leadership has created an environment for empowerment, innovation, and institutional excellence. The commitment of the administration to keep all constituents involved in the decision-making processes through the various councils, committees, and organizations ensures effective dialogue, planning, and implementation to meet the central Norco mission goal of improved student learning.

In addition to the established district governance structures, Norco Campus has established specific strategic planning subcommittees and other practices to address all areas of governance. Interactions within and among the various governance structures at Norco Campus—the Norco Strategic Planning Committee, NSPC Co-Chairs Council and subcommittees, the Norco Academic Planning Council, the Norco Administrative Planning Council, the Norco Student Services Planning Council, and the Academic Senate and its committees, and the

Associated Students Norco Campus—involve all constituency groups on the Norco Campus.

The Board of Trustees of Riverside Community District (RCCD) has developed clear policies and practices to ensure institutional effectiveness and the quality of student learning, and to protect the district from undue influence or pressure. Primary goals of the district are to respond to the educational needs of an ever-changing community, to provide programs and services that reflect academic excellence, and to ensure that the district's three campuses promote open access and celebrate the diversity both of its students and staff, as well as the community. Board policies are sufficient to assure consistency with the district's mission and goal. Board policies are reviewed periodically and updated and/or revised as necessary.

The Board of Trustees delegates to the Chancellor the task of providing leadership for planning, setting priorities, managing resources, ensuring compliance with state statutes and regulations, and implementing all Board policies. In turn, the Chancellor delegates the authority for administration and operation of Norco Campus to the Norco President.

The President has overall responsibility to establish collegial processes; to set values, goals, and priorities for the Norco Campus; and to communicate those values, goals, and priorities to all constituencies on the campus. The president communicates with the Board of Trustees by attending all Board of Trustees meetings and standing Board committee meetings. She coordinates with the District Chancellor by attending and participating in Chancellor's Cabinet, District Executive Committee, and District Strategic Planning Committee meetings.

The President actively participates in campus governance processes and provides guidance for instruction, establishing procedures that help the campus to function at a high level of effectiveness and efficiency. She places a strong emphasis on continuous college-wide dialogue related to the values, goals, and progress of Norco Campus in achieving its mission, in meeting student learning outcomes, and in continually striving to improve institutional effectiveness.

Dialogue is ongoing at the campus and district levels concerning governance roles and decision-making processes, and the district-campus strategic planning process, based on a learner-centered curriculum model, facilitates both dialogue and ongoing evaluation of governance policies, processes and procedures.





## Organization of the Self Study

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## Timeline

### 2007 ACCREDITATION VISIT RESULTS

<b>Winter 2008</b>	Granted Candidacy for Accreditation
<b>Spring 2008</b>	Campus/District groups convene to address commission recommendations
<b>Summer 2008</b>	Co-chairs prepare/annotate the self study document

### RESEARCH AND REWRITING OF STANDARDS

#### Fall 2008

<i>August</i>	Presentation and discussion of needed revisions at campus FLEX day
<i>September</i>	Review/discussion/revision of the standards
<i>October</i>	Evidence material collected/updated Updated accreditation website uploaded
<i>November</i>	Subcommittees finalize standard revisions Revised drafts of each standard submitted
<i>December</i>	Review/discuss revised drafts of each standard Co-chairs compile standard reports into the new Self Study

#### Winter 2009

<i>January</i>	Evidence continues to be collected/confirmed First draft of the Self Study is edited
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## COMPLETION OF FINAL DRAFT, SELF STUDY

### Spring 2009

<i>March</i>	Update Self Study as necessary to include Program Review findings
<i>April</i>	Presentation and discussion of Self Study final draft at a campus retreat
<i>May</i>	Submission of final draft to District Executive Cabinet Final draft prepared for publication
<i>June</i>	Board of Trustees Approval of Self Study Final collection of evidence

### Summer 2009

<i>July</i>	Evidence is finalized Self Study sent to printing/publication
<i>August</i>	Self Study submitted to Accreditation Commission

## ACCREDITATION TEAM VISITATION

### Fall 2009

<i>October</i>	Accreditation Visitation
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## Accreditation Committees

### Accreditation Team

Gaither Loewenstein, Ph.D., Accreditation Liaison / Vice President, Educational Services  
 Carol Farrar, Ph.D., Co-Chair/Associate Professor, Psychology  
 Daniela McCarson, Co-Chair/Outreach Specialist  
 David Mills, Editor/Assistant Professor, English  
 James Sutton, Evidence Coordinator / Senior Applied Technician

### Steering Committee

Brenda Davis, Ed.D.	President, Norco Campus	Carol Farrar, Ph.D.	Associate Professor, Psychology
Gaither Loewenstein, Ph.D.	Vice President, Educational Services	Daniela McCarson	Outreach Specialist
Norm Godin	Vice President, Business Services	David Mills	Assistant Professor, English
Diane Dieckmeyer, E.d.D.	Dean, Instruction	Thomas Wagner, J.D.	Associate Professor, Business Administration
Monica Green, Ph.D.	Dean, Student Services	Annebelle Nery	Associate Dean, Student Success

### Standard Writing Teams

#### STANDARD I: INSTITUTIONAL MISSION AND EFFECTIVENESS

Sarah Burnett, Co-Chair	Instructor, Early Childhood Studies	Wendi Alcazar, Co-Chair	Instructional Department Specialist
Gregory Aycock	Outcomes/Assessment Specialist	Arend Flick, Ph.D.	District Assessment Coordinator, Associate Professor, English
Monica Guitierrez, Ph.D.	Assistant Professor, Biology	David Mills	Assistant Professor, English
Barbara Moore, Ph.D.	Instructor, Biology	Lisa Nelson, Ph.D.	Instructor, English
Todd Wales	Associate Professor, Drafting	Lauren Clark	Secretary, Center for Applied Competitive Technologies
Yolanda Stanley	Instructional Department Specialist	Timothy Wallstrom, Ph.D.	Associate Professor, Physical Education
Gabriela Ramirez	Secretary, Title V	Leah Pierce	Instructor, Mathematics

#### STANDARD II: STUDENT LEARNING PROGRAMS AND SERVICES

Melissa Bader, Co-Chair	Assistant Professor, English	Mark DeAsis, Co-Chair	Supervisor, Student Services
Daniela McCarson	Outreach Specialist	Jimmie Hill	Associate Professor, Counseling
Tamara Caponetto	Clerk, Tutorial Services	Celia Brockenbrough	Associate Professor, Library Services
Rex Beck	Associate Professor, Business Administration	Andres Elzalde	Instructor, English
Janet Frewing	Assistant Professor, Mathematics	Teresa Friedrich- Finnern, Ph.D.	Instructor, Biology
Heather Gonzalez	Instructor, English	Carol Miter	Associate Professor, English
Robert Prior	Associate Professor, Mathematics	Mitzi Sloniger	Associate Professor, Reading
Cynthia Acosta	Clerk, Counseling Department	Huda Aljord	Instructor, Arabic

Dominique Hitchcock, Ph.D. Maria Maness David Payan	Associate Professor, Spanish Matriculation Specialist Associate Professor, Counseling	Pamela Kollar Gustavo Ocegueda Ernesto Nery	Academic Evaluation Specialist Director, TRIO Programs Analyst, Student Financial Services
Dimitrios Synodinos Miguel Casto Damon Nance	Instructor, Coordinator of Student Activities Clerk, Library Services Assistant Dean, Library/Learning Resources	Michael Angeles Katherine Faircloth Ana-Marie Olaerts	Microcomputer Support Specialist, Information Services Clerk, Library Services Instructor, Speech Communication
Judy Perhamus Margarita Shirinian	Associate Professor, Computer Information Systems Instructor, English as a Second Language	Lorenzo Hernandez Deborah Smith	Student Services Specialist, Admissions & Records Associate Professor, Mathematics
Sheryl Tschetter Leslie Chaks	Associate Professor, English Instructor, Counseling/Learning Disabilities Specialist	Rosina Chacon Angie Allison	Associate Professor, Counseling Coordinator, Upward Bound/TRIO
Edward Alvarez Keith Coleman	Student Services Specialist, Admissions & Records Disabled Student Programs & Services Specialist	Adriene Blayton Shaun Frantz	Supervisor, Health Services Senior Officer, Safety & Police
Patricia Gill Daniel Lambros	Accounting Clerk, TRIO Instructional Media/Broadcast Technician	Monique Hill Alice Montemayor	Support Specialist, Student Financial Services Student Services Technician, Admissions & Records
Rita Perez Phyllis Scott Terrence Pratt	Clerk, Counseling Department Coordinator, Title V Support Specialist, Student Financial Services	Ray Placencia Rita Somers Vidal Vargas	Officer, Safety & Police Reading Paraprofessional Educational Advisor, Upward Bound/TRIO
Natalie Aceves Annebelle Nery	Educational Advisor, Career, Transfer & Job Placement Associate Dean, Student Success	Monica Green, Ed.D.	Dean, Student Services

### STANDARD III: RESOURCES

Alexis Gray, Co-Chair James Thomas, D.P.A.	Instructor, Anthropology Assistant Professor, Construction Technology	Debra Creswell, Co-Chair Siobhan Freitas, Ph.D.	Administrative Assistant, President's Office Associate Professor, Chemistry
Steven Monsanto Peter Boelman-Lopez	Director, Plant/Operations & Maintenance Associate Professor, Economics	Charles Sternberg, Ph.D. Eric Betancourt	Associate Professor, Anatomy & Physiology Student Services Specialist, Admissions & Records
Elisa Chung Joseph DeGuzman	Associate Professor, Mathematics Assistant Professor, Mathematics	Michael Cluff Carlos Garcia	Associate Professor, English Associate Professor, Drafting
Tricia Hodawanus	Secretary, Office of the	Leona Crawford	Support Services Specialist,

Norm Godin	Dean of Student Services Vice President, Business Services	Mark Lewis	Disabled Student Services Assistant Professor, Speech Communication
James Morrison Chandra Ratnayake	Associate Professor, Biology Laboratory Technician, Science & Technology	Chad Price Walter Stevens	Officer, Safety & Police Associate Professor, Theater Arts
Phu Tran, Ph.D.	Instructor, Physics	Paul VanHulle	Instructor, Manufacturing Technology
Beverly Wimer	Associate Professor, Physical Education	Linda Wright	Administrative Assistant, Business Services Office
Dina Humble	Associate Professor, Music	Catherine Brotherton	Associate Professor, Computer Information Systems
John Coverdale	Associate Professor, Computer Information Systems	Sharon Drake	Educational Advisor, Assessment Center
Steven Gilson	Associate Vice Chancellor, Information Services (District)	Brian Johnson	Assistant Professor, Mathematics
Stephany Kyriakos, Ph.D.	Associate Professor, History	Henry Rogers	Director, Center for Applied Competitive Technologies
Khalil Andacheh, Ph.D Donna Dery	Assistant Professor, Sociology Receptionist, Office of the Dean of Instruction	Andy Robles Laurie Hankins	Associate Professor, Mathematics Secretary, Office of the Dean of Instruction
Fernando Salcedo, Ph.D.	Associate Professor, Spanish	Patricia Worsham	Assistant Professor, Business Administration
Sharon Crasnow, Ph.D.	Associate Professor, Philosophy	Joe Eckstein	Associate Professor, Geography
Pedro Argumedo Fred Benson Norma Casas	Facilities Facilities Food Services	Susan Bell Randy Burroughs David Daley	Food Services Facilities Laboratory Technician, Natural Sciences
Juan Dominguez Ted Gregory	Facilities Microcomputer Support Specialist, Information Services	Victor Grecu Malia Lilly	Maintenance Facilities
Jessie Morales George Salas Gary Tsubota	Facilities Maintenance Laboratory Technician, Mathematics & Sciences	Hector Ramirez Howard Tomita Rebecca Marsh	Facilities Facilities Instructor, English
Cynthia Alcantar	Support Staff, TRIO Programs	Jefferson Tiangco	Instructional Support Specialist

**STANDARD IV: LEADERSHIP AND GOVERNANCE**

Jason Rey, Co-Chair Carol Farrar, Ph.D.	Assistant Professor, Mathematics Associate Professor, Psychology	Susan Lafferty, Co-Chair James Sutton	Instructional Department Specialist  Senior Applied Technician, Center for Applied Competitive Technologies
Gerald Cordier	Assistant Professor, Drafting	Diana Dieckmeyer, Ed.D.	Dean of Instruction
Karin Skiba	Associate Professor, Art	Deborah Tompsett- Makin, Ph.D.	Associate Professor, Political Science
Thomas Wagner, J.D.	Associate Professor, Real	Gail Zwart, D.P.A.	Assistant Professor, Business

Bonnie Pavlis, Ph.D.	Estate/Business Administration Associate Professor, Humanities	Daniel Vega	Administration Instructor, Counseling
Shirley Davis	Support Center Technician, Office of the Dean of Instruction	Ruth Smith	Administrative Assistant, Vice President of Educational Services Office
John Moore Peggy Campo	Educational Advisor, TRIO Instructor, Anatomy & Physiology	Kheesa Slaughter	Coordinator, Upward Bound/TRIO

## Off-Site Facilities – Norco Campus

Norco Campus utilizes limited off-campus sites (see list below), the majority of which are high school sites where Guidance courses are offered on-site to high school students in anticipation of further attendance at RCC-Norco. The exception is the JFK Middle College High School on campus land leased to the Corona-Norco Unified School District. Late-afternoon and evening classes are scheduled at that site in many disciplines. The remaining sites help facilitate our Physical Education offerings.

- **BRUNSWICK CLASSIC LANES**  
1800 Hamner Avenue  
Corona, CA 92860  
Classes Taught: Bowling
- **CENTENNIAL HIGH SCHOOL**  
1820 Rimpau Avenue  
Corona, CA 92881  
Classes Taught: Guidance
- **CORONA HIGH SCHOOL**  
1150 W. Tenth Street  
Corona CA, 92882  
Classes Taught: Guidance
- **ELEANOR ROOSEVELT HIGH SCHOOL**  
7447 Cleveland Avenue  
Corona, CA 92880  
Classes Taught: Guidance
- **HIDDEN VALLEY COLF COURSE**  
10 Clubhouse Drive  
Norco, CA 92860  
Classes Taught: Golf
- **JOHN F. KENNEDY MIDDLE COLLEGE HIGH SCHOOL**  
1951 Third Street  
Norco, CA 92860  
Classes Taught: All Disciplines
- **NORCO HIGH SCHOOL**  
2065 Temescal Avenue  
Norco, CA 92860  
Classes Taught: Guidance
- **SANTIAGO HIGH SCHOOL**  
1395 Foothill Parkway  
Corona, CA 92881  
Classes Taught: Guidance





## Standard I Institutional Mission and Effectiveness

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## **Standard I: Institutional Mission & Effectiveness**

**The institution demonstrates strong commitment to a mission that emphasizes achievement of student learning and to communicating the mission internally and externally. The institution uses analyses of quantitative and qualitative data and analysis in an ongoing and systematic cycle of evaluation, integrated planning, implementation, and re-evaluation to verify and improve the effectiveness by which the mission is accomplished.**

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### **Standard I.A: Institutional Mission**

**The institution has a statement of mission that defines the institution's broad educational purposes, its intended student population, and its commitment to achieving student learning.**

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**I.A.1. The institution establishes student learning programs and services aligned with its purpose, its character, and its student population.**

**Statement of Mission.** The Norco mission statement, originally approved in 2006 and revised on December 9, 2008 by the RCCD Board of Trustees, clearly defines the broad educational goals of Norco Campus. This statement is the result of dialogue and collaborative effort and reflects a strong commitment to student learning, to educational quality, and to the community.

The Norco Campus mission statement is as follows:

Norco Campus provides educational programs, services, and learning environments for a diverse community. We equip our students with the knowledge and skills to attain their goals in higher, career/technical, and continuing education; workforce development; and personal enrichment. To meet the evolving community needs, Norco Campus emphasizes the development of technological programs. As a continuing process we listen to our community and respond to its needs while engaging in self-examination, learning outcomes assessment, ongoing dialogue, planning, and improvement.

### **Descriptive Summary**

In the spring of 2004, Riverside Community College District developed an ongoing and systematic strategic planning process in which the mission is central to planning and decision-making. This process uses both quantitative and qualitative data for decision-making and links program review, assessment, and academic planning with strategic planning.

The alignment of educational programs with the mission of both the campus and the district is assured initially through the locally-initiated program-approval process (I.A-1) with the oversight of the local Academic Senate, the Norco Strategic Planning Committee, the Norco Campus Curriculum Committee and the District Curriculum Committee. Ongoing evaluation is assured through the comprehensive program review process. As instructional programs, student services programs, and administrative units prepare their program reviews, they review the environmental scan and other relevant demographic, labor market, and institutional data in order to determine the suitability of programs for the learner populations, their needs, and the missions of the district and the campus.

The Norco Campus mission statement reflects a range of educational programs and services at Norco Campus that meet the needs of a diverse community of student learners, both full- and part-time: those seeking career education through technical certificates and programs, those interested in basic skills remediation or personal development, and those seeking transfer opportunities.

Norco's student population is younger than the population average for community colleges across California. Sixty-eight percent of Norco Campus students are under 25. Sixty percent are female, and 83 percent of the students are high school graduates. The proportion of whites to Hispanics is nearly equal (36 percent to 37 percent respectively) while a similar balance exists between Asians and African Americans (9 percent and 8 percent respectively) (I.A-2).

Facts from Environmental Scan of RCCD (July 2007) relevant to Norco Campus:

An annual growth rate of two percent is expected in Riverside County; however, growth in Corona is expected to slow dramatically while growth in Norco is expected to remain stable. Areas of exploding growth include Eastvale (North of Norco) and south of Interstate 15 near Dos Lagos, El Cerrito, and Lake Elsinore. Growth in these areas will average about 10 percent annually, and these areas will continue to contribute to the Norco Campus population. As these areas will continue to increase in population, the need for a South Campus is evident.

Demographics of Riverside County mirror Norco's student population in age distribution, ethnicity, and sex. The county's ethnic breakdown is 34 percent white, 45 percent Hispanic, 10 percent African American, and 7 percent Asian. Forty-two percent of the population is under 24 years old, and 42 percent of the population is in

the age range of 25-54 years old. The 15-24 age group will continue to grow annually at five percent. The ratio of males to females is equal at 50 percent each.

Norco Campus strives to meet the diverse needs of this varied and dynamic student body by offering students an expansive and comprehensive range of learning opportunities. These include:

- AA/AS degree programs
- transfer opportunities
- certificate programs
- Title V programs (learning communities, supplemental instruction, technology-enhanced instruction, Fast-Track English, summer math intervention)
- Puente program, Talented Tenth, TRIO
- basic skills courses
- English as a Second Language (ESL)
- Weekend College
- afternoon, evening, and short-term (Fast Track) courses
- John F. Kennedy Middle College High School (I.A-3)
- face-to-face, online, and hybrid learning opportunities.

Norco Campus also offers a variety of student support services including:

- Writing and Reading Center
- Math lab
- Computer lab
- library services including information competency workshops and tutorials
- tutoring in most major subject areas
- counseling for entering and continuing students
- Child Development Center (both Head Start and district-operated centers are available on the Norco Campus)
- programs and services for disabled students (DSP&S)

- technology assistance and software such as Tegrity, Podcasting, and wireless campus access.

### **Self Evaluation**

The standard is met. Norco Campus provides a full range of programs and services to meet the needs of a diverse community of student learners. These programs and services are aligned with the new Norco mission statement, with the overall district mission, and with the character of the institution. The number of established and planned academic and vocational programs offered at Norco has increased significantly since 2001, and Student Services has expanded the variety of learning communities and technology-enhanced services available to meet student needs.

Now that Norco Campus has emerged as a separate institution, attention is being paid to the differences between the learner populations of the Norco-Corona area and the learner populations of the other regions served by the district. Additional factors include the demographic composition and industrial base of the community served by Norco Campus, which is evolving rapidly and which is being placed into consideration in planning for future student needs. These issues are addressed in detail in the campus Educational Master Plan.

### **Planning Agenda**

- Continue to review and revise Norco's programs and services in response to changes in the community and following local assessments of student learning effectiveness.
- Continue to develop new programs and services to serve the needs of the identified student population, utilizing input from the Norco Academic Senate, the Norco Strategic Planning Committee (NSPC) and the District Office of Institutional Research.

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## **I.A.2. The mission statement is approved by the governing board and published.**

### **Descriptive Summary**

The Riverside Community College District Board of Trustees approved the Norco Campus mission statement on December 9, 2008. The recently revised mission statement is published in the Norco Educational Master Plan (I.A-4), in all major campus publications such as the catalogue and schedules, and on the Norco Campus website (I.A-5). Further, the mission statement is prominently posted throughout the campus. As was our initial mission statement<sup>33</sup>, all proposed future changes and revisions to the mission statement will be approved by the Board of Trustees according to our Norco Strategic Planning Implementation Process (I.A-6).

### **Self Evaluation**

The standard is met. In fall 2008, Norco again revised its mission statement. This revision has been approved by the Board of Trustees. This revision has passed through the same steps as the one it replaced. It was originated in the Institutional Mission and Effectiveness Subcommittee, taken to the

<sup>33</sup> The previous Norco Campus mission statement was approved by the RCCD Board of Trustees on June 20, 2006. The statement was created through the processes of collaborative dialogue and self-governance detailed in the Norco Strategic Planning Implementation Process. An initial draft created by the NSPC subcommittee for Institutional Mission and Effectiveness was (1) emailed to all identified subcommittee members for feedback, modification, and approval; (2) reviewed, revised, and approved by the Norco Strategic Planning Committee Co-chairs Council and again by the Norco Strategic Planning Committee; (3) brought before the Norco Campus President for approval and ultimately to the RCCD Executive Committee, which sent it back to Norco for revision. After moving through the revision process, the mission statement returned to the Chancellor's Executive Committee in early June 2006. The Chancellor's Executive Committee gave its final approval and sent the mission statement forward to the Board of Trustees, which approved it on June 20, 2006.

APC, the SPC, and brought to the RCCD Strategic Planning Committee and Executive Cabinet. The commitment and initiative shown by faculty and staff on the Norco Strategic Planning Committee in revising the mission statement are strong evidence of a collaborative, dialogue-driven, learner-centered model for institutional planning.

Norco Campus had written a previous mission statement in 2003, which was not published at that time since the institution was an educational center. From 2003-2006, Norco operated under a single district mission statement. The 2006 campus mission statement and the newly revised, Board-approved mission statement now clearly reflect a collaborative effort to express Norco's commitment to student learning and the community. The revised mission statement has been posted throughout the campus and has been included in district and campus publications.

### **Planning Agenda**

None

mission statement was drafted that accurately represents Norco Campus's goals and those of its students and communities. The Strategic Planning Implementation process was used, and the Institutional Mission and Effectiveness Subcommittee initiated work on the mission statement. After many draft revisions and considerable discussion, the new document was approved by the subcommittee; reviewed and approved by the Norco Strategic Planning Committee Co-chairs Council; followed by the Norco Strategic Planning Committee (NSPC); and sent to the Norco Campus President for final campus approval. Following campus-level approval, the new document proceeded through the district-level approval process and then on to the Board of Trustees, which approved a revised mission statement and an institutional motto on June 20, 2006<sup>1</sup> (I.A-7). Initiated by the Institutional Mission and Effectiveness Subcommittee in fall 2008, the 2006 mission statement was again revised through the identical process outlined above and has been approved by the Board of Trustees (I.A-8, I.A-9, I.A-10, I.A-11).

### **Self Evaluation**

The standard is met. Norco Campus utilized its governance structure, the NSPC, its subcommittee on Institutional Mission and Effectiveness, and the NAPC when developing its recent revision of its 2006 mission statement. Developing a clear mission statement aligned with Norco's purpose, character and student population involved considerable ongoing, collaborative dialogue by faculty, staff, students and administrators, who are now satisfied that the resulting statement accurately represents Norco's mission and goals. Surveys conducted in fall 2008 found that 82 percent of full-time faculty, 76.9 percent of part-time faculty, and 82.6 percent of classified staff have read the Norco mission statement and understand it (I.A-12, I.A-13, I.A-14).

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### **I.A.3. Using the institution's governance and decision-making processes, the institution reviews its mission statement on a regular basis and revises it as necessary.**

#### **Descriptive Summary**

Following the decision of the Board of Trustees in March 2002 to move to a three-college system, the responsibility for developing, reviewing, and revising a learner-centered mission statement fell to each of the campuses. Early in 2003, in response to this recommendation, Norco Campus administration developed its first mission statement. After achieving initial eligibility for college status, the institution engaged in ongoing, collaborative dialogue during spring 2006 to ensure that a new

## Planning Agenda

- Review and, if necessary, revise the campus mission statement annually.

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### I.A.4. The institution's mission is central to institutional planning and decision making.

#### Descriptive Summary

The strategic planning process begins with comprehensive and annual program reviews that require an alignment of learning programs, student services, and planning with the mission of the college (I.A-6). The NAPC and NSPC initially undertake planning and recommend actions based in part on the above-mentioned program review information. Each of the four strategic planning subcommittees is aware of the mission statement; their planning and decision-making are designed to be driven by the campus mission and goals. Similarly, new programs developed on the Norco Campus align with the institution's mission and strategic goals as expressed in the Norco Educational Master Plan. Additional information contributing to institutional planning and decision-making at Norco includes data provided by the District's Office of Institutional Research, information gleaned from the most recent Environmental Scan, ongoing direction from the district, and information provided by Norco administration. Thus, all strategic planning units at Norco interact with and respond to the mission of the institution.

#### Self Evaluation

The standard is met. Norco faculty, staff, students, and administrators are committed to providing quality programs to a diverse and growing student population.

A process is in place to ensure that the institution's mission will be central to planning and decision-making. Continued input and dialogue are required at department, discipline, NAPC and NSPC meetings and will inform future planning and decision-making processes at Norco Campus. In the fall 2008 accreditation survey, 70.5 percent of full-time faculty, 64.1 percent of part-time faculty, and 65.2 percent of classified staff "agree" or "strongly agree" that "Norco's mission statement guides institutional planning" (I.A-12, I.A-13, I.A-14).

The NSPC, working in conjunction with the administration, and the Norco Academic Senate, is committed to clarifying the strategic planning process. In addition, based on six years of experience with program review, in 2007-2008 a clear and concise process with standardized documents was created by the District Program Review committee to facilitate the program review process in both instruction and student services. Also, an annual campus-based update was established for all disciplines and non-instructional units that have undertaken comprehensive program review in order to make any information relevant to resource allocation, hiring, and facilities utilization available in a timely manner. In short, Norco's strategic planning structure is in place and is aligned with the Norco Campus mission; its various constituencies are in the process of using it effectively.

#### Planning Agenda

None

## List of References

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- I.A-1 *Locally Initiated Program Approval Process*
  - I.A-2 *Fact Book 2008, Student Demographics*, pp. 28-32
  - I.A-3 JFK Middle College High School: <http://www.cnusd.k12.ca.us/jfk/>
  - I.A-4 Norco Educational Master Plan
  - I.A-5 Norco Campus website: <http://rcc.edu/norco>
  - I.A-6 Norco Strategic Planning Implementation Process
  - I.A-7 Board minutes approving Norco mission statement (2006)
  - I.A-8 NSPC subcommittee (Institutional Mission & Effectiveness) minutes approving Norco mission statement (2008)
  - I.A-9 NSPC Co-chairs Council minutes approving Norco mission statement (2008)
  - I.A-10 NSPC minutes approving Norco mission statement (2008)
  - I.A-11 Board minutes approving Norco mission statement (2008)
  - I.A-12 Report: 2008 Full-time Faculty Accreditation Survey
  - I.A-13 Report: 2008 Part-time Faculty Accreditation Survey
  - I.A-14 Report: 2008 Staff Accreditation Survey
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### *Standard I.B: Improving Institutional Effectiveness*

**The institution demonstrates a conscious effort to produce and support student learning, measure that learning assesses how well learning is occurring, and makes changes to improve student learning. The institution also organizes its key processes and allocates its resources to effectively support student learning. The institution demonstrates its effectiveness by providing 1) evidence of the achievement of student learning outcomes and 2) evidence of institution and program performance. The institution uses ongoing and systematic evaluation and planning to refine its key processes and improve student learning.**

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**I.B.1. The institution maintains an ongoing, collegial, self-reflective dialogue about the continuous improvement of student learning and institutional processes.**

#### **Descriptive Summary**

Norco Campus has several avenues through which a collegial dialogue about improvement of student learning and institutional processes takes place. Through regularly scheduled meetings of the Norco Academic Senate, the Norco Academic Planning Council (NAPC), and the Norco Strategic Planning Committee (NSPC) as well as the various departments within student services, the campus demonstrates a strong commitment to improving student learning

and institutional processes (I.B-1, I.B-2, I.B-3). In particular, the Institutional Mission & Effectiveness Subcommittee of the NSPC ensures dialogue about improvement of student learning.

The NAPC and NSPC:

- Discuss information received from district planning offices; instructional, administrative, and student services program reviews; and campus departments
- Assess the Norco Educational Master Plan in light of the information received
- Recommend improvements to campus-based programs and services upon

reception of appropriate input from one or more of four specifically designed subcommittees of the NSPC.

The use of program reviews by the NAPC for the development of the Norco Educational Master Plan assures continuing dialogue about not only student learning but the institutional processes necessary for improvement of student learning to be achieved.

Recognizing the need to fully integrate dialogue about SLOs into planning processes, the Norco Academic Senate instituted the Norco Curriculum Committee in fall 2006 (I.B-4). This committee activity engages in dialogue about student learning and institutional processes, also providing vital communication between the Norco Academic Senate and the district-level Curriculum Committee (I.B-5a, I.B-5b). In addition, through its representatives the Norco Academic Senate provides strong leadership to and receives standing reports from the district Program Review and Assessment Committees. These committees engage in dialogue about student learning and institutional processes (I.B-6a, I.B-6b).

In addition to these established forums, the district Associate Vice Chancellor of Institutional Effectiveness and the campus Faculty Development Coordinator have sponsored a regular series of workshops on developing and assessing SLOs led by outside consultants and by members of the District Assessment Committee in conjunction with the Office of Institutional Research (I.B-7). These workshops have provided the opportunity for informal self-reflective dialogue throughout the college community. The workshops have also raised awareness of the value of assessment to the improvement of student learning and clarified the importance of clear SLOs in communicating Norco's mission and goals to students and faculty alike.

With the information disseminated from the workshops and assistance for assessment from Norco's Office of Student Success, cycles of assessment have been completed in a majority of instructional disciplines and student service programs. Faculty and staff are currently in the process of discussing assessment results and implementing changes to continue the cycles of assessment.

In making institutional decisions, all members of the campus community may participate in shared governance. In fall 2004, the various governance bodies (NAPC, Academic Senate, NSPC, and Norco administration) examined the processes that were currently being used and found (1) that they were not clear, and (2) that some constituencies did not feel included in these processes.

As a result of the dialogue about this issue, the NSPC devised and approved a revised process of decision-making on the Norco Campus. The process strives to ensure that all constituents on campus have a chance to share their ideas and provide input into improvement of student learning and institutional processes at Norco. The process is initiated by any member of the campus bringing a concern or suggestion to one of the four strategic planning subcommittees. The subcommittees were realigned this academic year from nine subcommittees to four in order to streamline the process and provide greater opportunity for committee members to work together on issues that may overlap. The four subcommittees represent and incorporate all aspects of student learning and institutional processes at Norco Campus and align with the Standards identified in the accreditation self study:

- Standard I. Institutional Mission and Effectiveness
- Standard II. Student Learning Programs and Services
- Standard III. Resources
- Standard IV. Leadership and Governance.



These subcommittees have specific areas of focus, and it is within these Strategic Planning sub-committees that the process of decision-making starts (I.B-8a-8e):

- Standard I. Institutional Mission and Effectiveness
- Standard II. Student Learning Programs and Services
  - Instructional Programs
  - Student Support Services
  - Library and Learning Support Services
- Standard III. Resources
  - Human Resources
  - Physical Resources
  - Technology Resources
  - Financial Resources
- Standard IV. Leadership and Governance
  - Decision-making Roles and Processes
  - Board and Administrative Organization.

Besides the strategic planning processes described above, ongoing dialogue is a prominent feature at meetings and retreats held regularly throughout the academic year at all levels of the institution, including:

- all-faculty meetings
- discipline meetings
- staff meetings (Admissions, Counseling, Student Services, Library)
- President's Cabinet meetings (Campus President, vice presidents, deans, assistant and associate deans)
- Occupational Education meetings and retreats
- FLEX Day retreats
- Norco Strategic Planning website (I.B-9a-9g):

Norco all-faculty meetings provide opportunities for dialogue across disciplines and departments on campus-based matters.

Department meetings serve as a forum for planning, staffing, and scheduling as well as for discussion of specific pedagogical and institutional issues concerning all department members. District-wide discipline meetings promoting dialogue among discipline members from different campuses are held at least twice a semester ; these assure integrity of student learning outcomes for each discipline as identified by program review and encourage the development, assessment, and revision of course SLOs when necessary (I.B-9b). Bi-annual Campus FLEX Day meetings provide a further opportunity for all faculty to assess their progress in meeting student needs according to the mission of the institution (I.B-9f). Another more informal means through which dialogue takes place is through information shared on the Norco Campus Strategic Planning website, which facilitates ongoing and continuous updates and information regarding institutional processes (I.B-9g). All NSPC subcommittee minutes are posted on this website.

Dialogue and debate within these bodies, composed of administrators, faculty, staff, and students, results in action items brought to the Norco Planning Councils (I.B-10a, I.B-10b, I.B-10c) and NSPC (I.B-9g) for further discussion. Through the process of shared decision-making, Norco Campus has demonstrated its commitment to involving all constituencies in improving the effectiveness of the institution (I.B-11, I.B-12).

### **Self Evaluation**

The standard is met. The Norco Planning Councils and the NSPC and its subcommittees provide a campus-wide forum for collegial, self-reflective dialogue about student learning, and mechanisms are in place for changing institutional processes as a result of quantitative and qualitative information provided to these planning groups by various local and district constituencies. Meetings of admissions, counseling, student

services and library staff; administrators; and occupational advisory groups comprised of faculty and industry leaders provide further essential avenues for continuing input concerning student and institutional needs. Overall, 93.3 percent of full-time faculty, 81.8 percent of part-time faculty, and 78.3 percent of classified staff surveyed in fall 2008 “agreed” or “strongly agreed” that “Norco is committed to continuous improvements of the student learning process”(I.B-13, I.B-14, I.B-15)

The process of dialogue between departments on campus and the larger planning bodies (NAPC and NSPC with its four subcommittees) has improved significantly as the campus has developed a sense of the functions of these bodies in relation to the Norco Educational Master Plan, the Norco Academic Senate’s areas of shared governance, and the Learner-Centered Curriculum Model, which drives district decision-making.

The very nature of dialogue is that it is continuous, so Norco Campus is constantly delineating and refining the methods and processes for implementing effective changes on campus. The Norco Campus further recognizes that authentic dialogue requires time for ongoing feedback and reflection.

### **Planning Agenda**

- Continue to ensure that all decision-making is a collaborative, dialogue-driven process that involves all Norco Campus constituencies.

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**I.B.2. The institution sets goals to improve its effectiveness consistent with its stated purposes. The institution articulates its goals and states the objectives derived from them in measurable terms so that the degree to which they are achieved can be determined and widely discussed. The**

**institutional members understand these goals and work collaboratively toward their achievement.**

### **Descriptive Summary**

At every level of the campus and throughout the district, goals are set to improve the effectiveness of the institution. For disciplines, student services, and administrative units, program review exists to ensure that student learning outcomes (SLOs) are being implemented and met, a mission and vision for the discipline or non-instructional unit is being determined, and a strategic plan for improving the learning experiences of the students and the growth of the discipline is in place. Discipline faculty participate in program review and identify a common vision and goals for their instructional disciplines as well as goals shared in common with student support services. Program reviews, in turn, shape the articulation of goals and objectives for the departments in which the disciplines are housed. The Norco Educational Master Plan, expressing the goals and objectives of the Norco Campus, is then produced by the NAPC, which is comprised of the department chairs with input from the administration via the Dean of Instruction and the Vice President of Educational Services (I.B-16). Periodic updates on each of the goals and objectives enumerated in the Educational Master Plan are provided at monthly meetings of the Norco Strategic Planning Committee.

The District Assessment Committee (DAC) recommended General Education SLOs to the Academic Senate and the Board of Trustees, which approved them at its December 2006 meeting (I.B-17). These SLOs guide educational planning geared toward meeting the goals and institutional mission of the district and its three campuses. These General Education SLOs were developed over the course of several years, spearheaded by the DAC but with feedback

from most discipline members in all areas of general education along with the Norco and District Academic Senates. Campus and district committees are also engaging in dialogue to develop direct measures of SLOs.<sup>34</sup> The CCSEQ served as an indirect measure of the General Education Student Learning Outcomes. The 2008 findings of the CCSEQ measured different components of all six general education student learning outcomes. In using the data from the 2008 CCSEQ, summative scores for Quality of Effort (QE) dimensions were created for the following areas:

- Art
- Music and Theater
- Career/Occupational Skills
- Computer
- Course Learning
- Faculty
- Library
- Science
- Student Acquaintances
- Writing

A range of possible QE scores was calculated; higher scores are more positive. In all nine dimensions, the midpoint score was at the higher end, indicating that students participate in the different areas, including course learning. The findings of the CCSEQ are consistently presented at the Norco Strategic Planning committee for discussion and possible modifications to facilitate student learning.

In fall 2006, the district also developed eight strategic initiatives that set the following goals (I.B-19):

- Increase student access

<sup>34</sup> The CCSEQ has been used thrice, at the end of the 2004, 2006 and 2008 academic years as an indirect measure. The DAC also developed a survey that specifically asks about General Education SLOs; it was administered at graduation rehearsal in 2006, 2007 and 2008 (I.B-18a, I.B-18b, I.B-18c).

- Increase course retention
- Increase successful course completion
- Increase student persistence
- Improve student learning outcomes
- Increase the number of awards, certificates and transfers
- Improve the quality of the student experience
- Develop a comprehensive enrollment management program.

Norco responded to these initiatives with strategies for achieving these goals (I.B-20). These were developed at a Leadership Forum held on the Norco Campus on February 23-24, 2006 (I.B-21) and revised by NSPC in spring 2007. This earlier forum was attended by over forty faculty, classified staff and campus administrators. Three additional goals were adopted at that time:

- Ensure the hiring of qualified faculty
- Continue to develop special programs
- Increase outreach and student enrollment at the Norco Campus.

The district incorporated its strategic initiatives into a revised District Strategic Plan for 2008-2012 that was approved by the Board in fall 2008. Several of the district strategic initiatives have been incorporated into the criteria employed by campus planning committees to prioritize resource needs identified in program review.

At the campus level, each of the strategic planning subcommittees provides input into the campus's goals for facilities, staffing, and equipment laid out in the Norco Educational Master Plan. Timelines for achievement are then created, and objectives for meeting the goals are delineated. All members of the institution receive information about these goals via distribution of reports, minutes, and other documents in hard-copy form or via campus intranet. Information is shared at faculty meetings, discipline meetings, and focus-group sessions and on internet based

sites, such as the Campus Strategic Planning webpage, which posts all minutes from the Strategic Planning Committee and subcommittee meetings (I.B-9g). In short, institutional goals are clearly articulated so that all bodies at the college can work toward and measure their achievement.

At the college, department, and discipline levels, goals and processes for achievement and assessment/measurement of SLOs are set out through the program review process established for disciplines as well as all non-instructional units, including student services and library. Annual program review updates supply departments with data and information on the staffing, facilities, and program needs of disciplines. Assessment plans have been the subject of considerable focus in 2008-2009 and are now in place for all disciplines; these assessments have already yielded measurable results and led to instructional improvements in several disciplines, including ESL, English, humanities, philosophy, and mathematics.

### **Self Evaluation**

The standard is met. Through the Educational Master Plan, the strategic planning process, and the program review process, the campus sets goals to improve its effectiveness consistent with its stated purposes. Each discipline, department, and non-instructional unit articulates its goals and objectives in measurable terms and has begun a campus-wide discussion of the degree to which they are being achieved. Campus-based career and technical disciplines have developed SLOs for their degree/certificate programs, and specific assessment studies have begun in career and technical disciplines. Significant progress has also occurred at the district level in articulating goals and objectives system-wide.

The District Assessment Committee (DAC) has developed district-wide student achievement goals in the form of its General Education

SLOs (I.B-17). As a positive result, the General Education SLOs have enabled those who work in disciplines with general education/transfer courses to evaluate their course and program SLOs in relation to the General Education SLOs. The CCSEQ has been used three times—at the end of the 2004, 2006 and 2008 academic years—as an indirect measure of students' achievement of General Education outcomes upon graduation or transfer (I.B-22, I.B-23). The most current CCSEQ (2008) was distributed at the Norco Campus only. The results of these surveys have been compared across all three years and presented consistently at the Norco Strategic Planning committee. The findings from this survey have provided student feedback in regard to the effectiveness of student learning and the utilization of student services in facilitating that learning. The DAC developed an instrument (I.B-18a, I.B-18b, I.B-18c) that surveyed student self-reported learning gains in the General Education competencies, administering the survey to nearly 1000 RCCD graduates in June 2006, 2007, and 2008. The survey revealed that students believe they are making significant gains in most of the General Education learning outcome areas, with over 70 percent reporting significant gains in several outcomes, including those related to information competency, quantitative reasoning, and appreciation of aesthetics. The results of the 2004 and 2006 CCSEQ surveys were presented to Norco faculty and staff by the District Office of Institutional Research in spring 2007; 2008 survey results were presented to the campus Strategic Planning Committee in fall 2008 (I.B-24), and the findings have led to further dialogue concerning improvement of institutional effectiveness.

The publication of *District Strategic Initiatives 2005-2010* and subsequent approval of the *District Strategic Plan, 2008-2012* constituted major steps toward articulating measurable goals to improve institutional

effectiveness (I.B-25). Norco Campus, in its response to the strategic initiatives, was able to initiate campus-wide dialogue about strategies for meeting these goals as they applied to the students and communities served by Norco; as part of the local “testing” process for these strategies, the campus has developed additional goals of its own within the Norco Campus Educational Master Plan which continues to support district strategic initiatives (I.B-16, I.B-25).

Since fall 2005, the Norco Strategic Planning Committee and Academic, Student Services, and Administrative Planning Councils have worked more closely with each other and with the Norco Academic Senate and campus departments to articulate campus goals geared toward successful implementation of the Educational Master Plan. Faculty appointments to the Student Services and Administrative Planning Councils are now made by the Norco Academic Senate, further strengthening the relationship between these entities. The institution is thus thoroughly engaged in developing goals and implementing strategies for achieving them.

### Planning Agenda

None

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**I.B.3. The institution assesses progress toward achieving its stated goals and makes decisions regarding the improvement of institutional effectiveness in an ongoing and systematic cycle of evaluation, integrated planning, resource allocation, implementation, and re-evaluation. Evaluation is based on analyses of both quantitative and qualitative data.**

### Descriptive Summary

As stated in Standard I.B.2, the district has implemented a series of strategic initiatives designed to focus on several measurable outcomes in order to improve institutional effectiveness, and Norco Campus has responded to these initiatives by focusing on local implementation of these strategies in a manner that incorporates the authority and autonomy of Norco’s onsite administration, faculty, staff, and students. Campus-based implementation of the *District Strategic Plan, 2008-2012* is currently underway.

A systematic cycle of evaluation, integrated planning, resource allocation, implementation, and re-evaluation is in place at Norco Campus. The Norco Administrative Planning Council, Norco Student Services Planning Council, along with the NSPC, Academic Senate, and administration work together to set goals for the institution. One of the primary means of achieving this is through the use of the instructional and non-instructional unit (Student Services and Administrative unit) program review processes that have been implemented district-wide. These processes are designed to be data driven and to provide the information necessary for the setting of institutional goals. The program review process is itself cyclical and drives planning and resource allocation.

Quantitative evaluation of institutional effectiveness is reported through many avenues and made available through the efforts of the Offices of Institutional Research and Institutional Reporting at RCCD.

On a weekly basis, headcount reports and other data are produced and made available through a state-maintained website. These data provide an accurate snapshot of student demographics for timely decision-making at district and campus levels (I.B-27). Institutional Reporting submits required data to the California Chancellor’s

Management Information Services (MIS) office annually and per term for variables including demographics, enrollment, course, financial aid, and degree and certificate awards. The data are summarized on the "Data Mart" link in an adaptable, query-based format available through the Chancellor's Office website (I.B-28). The data are also distributed to all department chairs.

The Integrated Postsecondary Educational Data System (IPEDS) requires RCCD to submit data involving institutional characteristics, employee information, financial aid, and student outcomes (I.B-27, I.B-28). These data are compiled by the National Center for Educational Statistics (NCES) and provide a database that can be used to compare peer institutions for benchmarking purposes (I.B-28).

In addition to these formal data collection processes, the Office of Institutional Research provides data to departments, disciplines and programs at all three campuses. One of the most common requests for data involves the need for disciplines involved in program review to show outcomes over four- or five-year reporting periods. Retention and persistence rates, successful completion/transfer/graduation rates, demographic data (age, gender, number of units taken, ethnicity, etc.) and other data are collected per course and by campus (I.B-29). The data are compiled annually and distributed in the *Fact Book* published by the district Office of Institutional Effectiveness. Apart from the data referenced above, other data for the Norco Campus were collected in conjunction with the Title V Hispanic-Serving Institutions U.S. Department of Education grant program. Although the Title V grant is now completed, a summary report of data summarizing all major projects is available for future reference (I.B-30). The Outcomes Assessment Specialist, currently funded through Title V, collects data on low-income, at-risk, and Hispanic

students exposed to innovative teaching methods and/or support services interventions. These interventions were implemented for students involved in basic skills English, reading, and math courses. At present, a new Title V Cooperative grant between UC-Riverside, Norco Campus, and Moreno Valley Campus is funding the Outcomes Assessment Specialist position. The focus of the grant at Norco will be innovative practices in English as a Second Language (ESL) and math. This grant will end September 30, 2011.

Staff reviews, tenure-track faculty reviews, and part-time faculty reviews also provide quantitative information on the quality of instruction being provided as well as qualitative feedback from students and peers on the effectiveness of the instruction (I.B-31, I.B-32, I.B-33).

A Norco Campus Technology Survey conducted in spring 2006 provided quantitative and qualitative data from faculty and staff regarding the types of technology and equipment available and needed for campus classrooms, offices, and labs (I.B-34a). The data have been analyzed and will be incorporated into the Norco Technology Plan (I.B-34b). Norco-specific data resulting from a district-wide analysis of enrollment trends for African-Americans (Diversity Scorecard) has led to the development of the Talented Tenth program designed to support and encourage successful completion and transfer rates for African-American students on Norco Campus (I.B-35, I.B-36).

### **Self Evaluation**

The standard is met. The mechanisms for collecting and reporting both quantitative and qualitative data are in place.

As stated in the descriptive summary, a systematic cycle of evaluation, integrated planning, resource allocation,

implementation, and re-evaluation is in place at Norco Campus and is clearly defined. The NAPC, NSPC, Academic Senate, and Administration work together to set goals for the institution. One of the primary means of achieving this is through the use of the instructional and non-instructional unit program review process. That process is designed to be data driven and to provide the information necessary for the setting of institutional goals.

The strategic planning process will continue to improve and mature as the district transitions to three separate colleges. It is expected that in the coming years, the district and campus will develop new processes and modify existing ones in institutional effectiveness, which will enhance ongoing and systematic cycles of evaluation, integrated planning, resource allocation and implementation.

### Planning Agenda

- Utilize specific, campus-based parameters for data collection from the district Office of Institutional Research.<sup>35</sup>

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### **I.B.4. The institution provides evidence that the planning process is broad-based, offers opportunities for input by appropriate**

<sup>35</sup> Projected data parameters to be utilized:

- Persistence/success rates for developmental courses and course sequences
- Persistence/success rates for transfer and occupational courses
- Workforce development data: placement and retention rates of graduates, employer satisfaction
- Transfer and graduation rates
- General Education successful completion rates (students with 40+ transferable units)
- Number of certificates awarded
- Data on full-time/part-time faculty ratio
- Status of special program development
- Data on effectiveness of student services and campus-based strategies for getting students to the campus.

**constituencies, allocates necessary resources and leads to improvement of institutional effectiveness.**

### Descriptive Summary

As discussed in Standards I.B.1 and I.B.2, Norco Campus encourages input from all constituencies by offering participation throughout the Strategic Planning (I.B-11) and the Prioritization (I.B-12) Processes. All constituents—full- and part-time faculty, students, staff, administrators—are encouraged to participate in a variety of committees; in department and discipline meetings; NSPC and NAPC subcommittees meetings; Norco Planning Councils; and Associated Students meetings. Full-time faculty members participate on at least one committee as a part of their contract, and many faculty members at Norco are active on three or more committees (I.B-37). Active participation by all constituents at each level of the organization structure is encouraged and welcomed. In fact, one unique attribute of Norco's Strategic Planning Committee is that it is a *committee of the whole* in which all faculty, staff, administrators and students are invited to participate. Thus, the planning process at Norco Campus is clearly broad-based, offering opportunities for input by faculty, staff, students, and administrators at several levels of the planning/decision-making process.

Recommendations for resource allocations to accommodate the needs of the campus evolve through dialogue and prioritization by the NAPC, the Norco Student Services Planning Council (NSSPC) and the Norco Administrative Planning Council (AdPC); with review from the NSPC Co-chairs Council, the NSPC, and final approval from the Norco President (I.B-10a-c, I.B-9g, I.B-12). The annual campus-based program review updates from disciplines and non-instructional units provide the information upon which budget decisions are made. Detailed resource allocation is guided in part by the

overall goals identified in the Educational Master Plan for each department (see Standard III.D for a detailed description of the relationship of budget-to-resource allocation at the district and campus levels).

Resource planning for facilities, staffing, and equipment needs is also included in the four-year, cyclical, comprehensive instructional program review process as well as the annual program review updates. Individual disciplines, occupational programs, and non-instructional units (e.g., Student Services, Library and Learning Resources, administrative units) complete program reviews in order to determine the resources needed to improve, enhance, or advance the discipline, program or non-instructional unit. Discipline and departmental program reviews are used as a basis for campus planning and resource allocation.

Program review leads to improvement of institutional effectiveness by identifying ways to update and improve instruction in the case of disciplines, or by identifying student support needs linked to programmatic and strategic objectives in the case of student services and administrative unit program reviews. The broad-based participation of all important decision-making and advisory units at Norco Campus is designed to maximize institutional effectiveness.

### **Self Evaluation**

The standard is met. The Norco planning process is broad-based and includes input from all interested constituencies. Ninety-five percent of full-time faculty members and 59 percent of classified staff surveyed in fall 2008 indicated that they “actively participate in shared governance through membership on the Norco Strategic Planning Committee.” Eighty-four and a half percent of full-time faculty, 69.5 percent of classified staff and 39.1 percent of part-time faculty “agree” or “strongly agree” that they “understand the purpose and role of the

Norco Strategic Planning Committee,” providing further evidence of broad-based participation in campus planning (I.B-13, I.B-14, I.B-15).

Ongoing improvement of communication between the Strategic Planning subcommittees is imperative if the process for resource allocation is going to continue to work smoothly and cohesively. Norco Campus is continually refining its decision-making processes to ensure that all necessary Strategic Planning subcommittees are consulted before specific resource allocation occurs. Strong communication and input during the process of resource allocation will lead to improvements in institutional effectiveness.

### **Planning Agenda**

None

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### **I.B.5. The institution uses documented assessment results to communicate matters of quality assurance to appropriate constituencies.**

Norco Campus communicates matters of quality assurance to the state and federal agencies through the RCCD Offices of Institutional Research and Institutional Reporting (for details, please see I.B.3 and footnote 4). The district also provides additional reports to high schools, other colleges and universities, workforce and business partners, and the community at large as well as to its own faculty, staff, and students. Specific information collected includes the following:

- Data on enrollment, number of graduates with AA degrees, number of students transferring to four-year institutions, students graduating with specific certificates, and headcount/ enrollment statistics



- Data from student surveys of faculty teaching effectiveness
- Surveys taken from students regarding class scheduling preferences and quality of student experience
- Comprehensive program reviews that contain reports on outcomes assessment projects undertaken by disciplines (I.B-38).

The RCCD Office of Institutional Research provides institutional data and analysis for program review and other purposes. The Office of Institutional Reporting (responsible for state and federal data reporting and enrollment management analysis) provides IPEDS data, as well as other mandated assessment reports (e.g., VTEA administration and FERPA compliance), to the federal government on a systematic basis (I.B-28).

Besides complying with external quality-assurance mandates, the Office of Institutional Research and Office of Institutional Reporting provide assessment data to instructional disciplines and non-instructional units undergoing program review. The *Fact Book*, published annually, reports on various assessment-related trends affecting the campuses and the district and also provides detailed demographic and economic information about the communities and students that are the concern of each of the district's three campuses (I.B-29).

In order to make data more accessible to faculty as well as provide easier access to college-specific data, the district has developed an Institutional Data and Research website that is regularly updated and made available to its constituents (I.B-39). All research projects are posted to the site. RCCD supports the use of data in all of its major decision-making processes.

Norco Campus has now completed the fifth year (2007-2008) of a five-year Title V grant. The Title V Outcomes Assessment Specialist has submitted a data-summary report of all major projects conducted during

the grant for general reference and public access (I.B-40). The Title V office at Norco also provided demographic and outcomes data for its Annual Performance Reports, which involved some campus-based research and reporting. In addition, the Outcomes Assessment Specialist provided baseline data and other specific outcomes information for the Basic Skills Initiative as a special project (I.B-41).

As previously discussed, Riverside Community College District has active committees devoted to program review and outcomes assessment that direct instructional disciplines and programs, student support services, and other administrative units in their efforts to generate assessment data to improve teaching and learning. It has also defined and begun to assess some system-wide SLOs, particularly General Education outcomes (see Standards I.B.1 and II.A.3).

### Self Evaluation

The standard is met. Norco Campus is making increased use of data from institutional research and other sources in an effort to document its successes and share the results with its constituents.

### Planning Agenda

- Explore means for effectively communicating information about institutional quality to the appropriate public constituencies.

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**I.B.6. The institution assures the effectiveness of its ongoing planning and resource allocation processes by systematically reviewing and modifying, as appropriate, all parts of the cycle, including institutional and other research efforts.**

## Descriptive Summary

On the Norco Campus, faculty, staff and administrators regularly review and modify (1) the Norco Educational Master Plan; (2) the resource allocation needs of individual disciplines, departments and programs through annual program review updates; (3) facilities and other ongoing projects under the purview of campus strategic planning; and (4) processes by which plans are developed and revised and resources are allocated. These regular activities operate in a cyclical fashion relative to each other.

The Educational Master Plan is developed with input from department chairs using information from the instructional and student support service program reviews. District-wide comprehensive instructional program reviews, conducted on a systematic four-year cycle, and annual student services and administrative unit program reviews, conducted at the campus level, provide an opportunity for individual disciplines, student services programs, and administrative units to assess their resource needs. Annual instructional program review updates establish a direct linkage between planning and resource allocation. The Norco Educational Master Plan provides an avenue through which department members can share the needs of their disciplines (e.g., financial, staffing, equipment, or other resource needs) as these have been defined through the annual program review update process.<sup>36</sup> The departmental contributions to the plan, in turn, generate recommendations and suggestions that drive the revision of the Norco Educational Master Plan.

<sup>36</sup> In order to increase the effectiveness of planning and resource allocation, beginning in spring 2007 a campus-based annual program review update has been conducted by discipline members on each campus. This adjustment was driven by the need for more timely information in order to develop the Educational Master Plan and better allocate resources on each campus.

Facilities and other ongoing Norco Campus projects are regularly reviewed and modified in response to changing demographic data, budget allocation modifications, and state and local bills and measures which modify or add to the Norco facilities funding base (I.B-42). At the district level, the Offices of Institutional Research and Institutional Reporting prepare specifically mandated state and federal data reports annually; allocation of resources for all campuses is driven in part by this cyclical reporting of data as well as by program review data.

On an annual basis, the Student Service Planning Council, the Academic Planning Council, and the Administrative Planning Council meet to rank the requests for resources that have been identified in program reviews. The criteria employed by these planning councils in ranking identified needs are reviewed and revised annually. These criteria include objects set forth in district and campus strategic plans as well as service area and student learning outcomes.

The priority lists developed by the Academic, Student Services and Administrative Councils are forwarded to the Norco Strategic Planning Committee through the Co-Chairs Council and are acted upon by NSPC in the form of a recommendation to the President regarding how resources should be allocated over the next fiscal year. The President takes these priorities into consideration in making resource allocation decisions and provides feedback to NSPC concerning the extent to which these decisions reflect the recommendations of the committee (I.B-12). In a March 2009 survey of 70 NSPC members, 98.6 percent of the respondents indicated that they are aware of the processes by which the campus ranks staffing and equipment needs identified in program review; 91.4 percent indicated that they participate in these processes, and 100 percent expressed the opinion that Norco's priorities ranking processes are a "very

effective” (59.4%) or “somewhat effective” (40.6%) means of ensuring that resource-allocation decisions are based on documented needs identified in program reviews. There appears, therefore, to be an extremely high degree of faculty and staff participation in and satisfaction with campus planning, program review, and resource allocation processes (I.B-43).

In 2007-2008, the NSPC reviewed and assessed its subcommittee structure, ultimately reducing the number of subcommittees from nine to four in an effort to streamline planning processes and maximize constituent participation. This is perhaps the clearest example of the campus’s commitment to reviewing and modifying its planning and resource allocation processes on a regular basis.

### **Self Evaluation**

The standard is met. Regular review and modification of the Norco Educational Master Plan, discipline and department resource allocation requests derived from the annual program review updates, and Strategic Planning Committee review and modification of facilities and other campus-based projects are positive steps in the direction of cyclical and systematic review of resource allocation processes.

### **Planning Agenda**

None

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**I.B.7. The institution assesses its evaluation mechanisms through a systematic review of their effectiveness in improving instructional programs, student support services, and library and other learning support services.**

### **Descriptive Summary**

Systematic reviews and assessment of the effectiveness of the evaluation processes for instructional programs, student support services programs, and administrative units are conducted through the following mechanisms:

- program review reports from all these units (I.B-44a, I.B-44b, I.B-44c)
- District Assessment Committee review of assessment plans for instructional disciplines and non-instructional units (I.B-45)
- Program Review Committee annual review and revision of the program review processes (I.B-46)

All of these mechanisms include a component of systematic self-evaluation of their effectiveness in improving programs and services. Aside from participation in district program review and assessment committees (that have been chaired by Norco faculty members for the past several years), the campus has strengthened its own capacity for evaluation and assessment through the office of the Associate Dean for Student Success, the Student Success committee, and the Campus Curriculum committee.

### **Self Evaluation**

The standard is met. Program reviews are designed to evaluate the effectiveness of instructional programs, student support services, library, and learning resources. Similarly, the program review and assessment processes themselves have been modified and revised over the past five years in an attempt to make them more responsive to the district and institutional missions to promote student learning and increase institutional effectiveness. Norco campus’s department, staff, and student needs are identified in the individual and collective program reviews and are ranked in the Academic Planning Council, Student

Services Planning Council, and the Administrative Planning Council. The district and the campuses have incorporated the Budget Allocation Model (BAM) to clarify and identify procedures for budget allocation. The BAM is to be reviewed and adjusted year to year. New program initiatives, enrollment growth, efficiency, and budget savings are examples of what will be evaluated. The BAM is designed to be transparent and flexible in meeting the needs of the Norco Campus.

Evaluations of program review and district assessment procedures have resulted in

changes to these processes as well as changes to instructional and non-instructional program reviews. Ultimately, Norco has taken district models and has modified them to meet Norco's needs in order to prepare for greater procedural and operational authority as an independent college.

### Planning Agenda

Periodic review of Norco's Educational Master Plan in order to evaluate the effectiveness of mechanisms for resource allocation on Norco Campus.

### List of References

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- I.B-1 Minutes: Norco Strategic Planning Committee, sample
- I.B-2 Minutes: Norco Academic Planning Council, sample
- I.B-3 Meeting Schedule: Norco Campus governance committees
- I.B-4 Minutes, Oct. 2006 meeting, Norco Academic Senate
- I.B-5a Minutes Norco Curriculum Committee, sample
- I.B-5b Website: Norco Curriculum Committee:  
[http://academic.rcc.edu/academicssenate/norco\\_curriculum.jsp](http://academic.rcc.edu/academicssenate/norco_curriculum.jsp)
- I.B-6a Minutes Norco Academic Senate, sample
- I.B-6b Website: Norco Academic Senate: <http://academic.rcc.edu/academicssenate/norco.jsp>
- I.B-7 Sample announcements of SLOs workshops, district and Norco
- I.B-8a Statements of Purpose for the NSPC subcommittees
- I.B-8b Website: NSPC subcommittee: Institutional Mission and Effectiveness:  
[http://academic.rcc.edu/norco/spc/std1\\_index.jsp](http://academic.rcc.edu/norco/spc/std1_index.jsp)
- I.B-8c Website: NSPC subcommittee: Student Learning Programs and Services:  
[http://academic.rcc.edu/norco/spc/std2\\_index.jsp](http://academic.rcc.edu/norco/spc/std2_index.jsp)
- I.B-8d Website: NSPC subcommittee: Resources:  
[http://academic.rcc.edu/norco/spc/std3\\_index.jsp](http://academic.rcc.edu/norco/spc/std3_index.jsp)
- I.B-8e Website: NSPC subcommittee: Leadership and Governance:  
[http://academic.rcc.edu/norco/spc/std4\\_index.jsp](http://academic.rcc.edu/norco/spc/std4_index.jsp)
- I.B-9a Minutes: Norco Faculty Meeting, sample
- I.B-9b Minutes: Discipline meetings, sample
- I.B-9c Minutes: Staff meetings, sample
- I.B-9d Minutes: President's Cabinet meetings, sample
- I.B-9e Minutes: Occupational Education meetings, sample
- I.B-9f Flyers / Agendas from FLEX Day retreats
- I.B-9g Website: Norco Strategic Planning Committee:  
<http://academic.rcc.edu/norco/spc/index.jsp>
- I.B-10a Website: Norco Academic Planning Council:  
<http://academic.rcc.edu/norco/apc/>
- I.B-10b Website: Norco Administrative Planning Council: <http://academic.rcc.edu/norco/adpc/>
- I.B-10c Website: Norco Student Services Planning Council: <http://academic.rcc.edu/norco/sspc/>

- I.B-11 Norco Strategic Planning Implementation Process
- I.B-12 Norco Prioritization Process
- I.B-13 Report: 2008 Full-time Faculty Accreditation Survey
- I.B-14 Report: 2008 Part-time Faculty Accreditation Survey
- I.B-15 Report: 2008 Staff Accreditation Survey
- I.B-16 Norco Educational Master Plan
- I.B-17 Board Minutes December 2006: Approval of General Education SLOs
- I.B-18a DAC Student Survey 2006
- I.B-18b DAC Student Survey 2007
- I.B-18c DAC Student Survey 2008
- I.B-19 *Fact Book 2008*: "RCCD Strategic Initiatives 2005-2010," pp. 42-47
- I.B-20 *Fact Book 2008*: "Norco Response to Strategic Initiatives," pp. 57-62
- I.B-21 Minutes and agenda: Norco Leadership Forum
- I.B-22 CCSEQ, 2004 and 2006
- I.B-23 CCSEQ, 2008
- I.B-24 Minutes: NSPC fall 2008 meeting: presentation of CCSEQ 2008 data
- I.B-25 District Strategic Planning Process: 2008 – 2012
- I.B-26 Norco Educational Master Plan
- I.B-27 Student Demographic Data: CA CC Chancellor's Office: [www.cccco.edu](http://www.cccco.edu)
- I.B-28 Annual Data Mart report, [www.cccco.edu](http://www.cccco.edu)
- I.B-29 *Fact Book 2008*
- I.B-30 Title V Report, 2006-2007 (Hispanic-Serving Institutions USDE Grant)
- I.B-31 Sample staff performance review form
- I.B-32 Sample full-time faculty improvement of instruction form
- I.B-33 Sample part-time faculty evaluation form
- I.B-34a Norco Technology Survey 2006
- I.B-34b Norco Technology Plan
- I.B-35 *Fact Book 2008*: Norco Student Demographics, pp. 30
- I.B-36 Talented Tenth brochure
- I.B-37 Website: Academic Senate / Norco Faculty Committee Assignments:  
[http://academic.rcc.edu/academicssenate/norco\\_committee.jsp](http://academic.rcc.edu/academicssenate/norco_committee.jsp)
- I.B-38 Comprehensive Program Review, samples
- I.B-39 Office of Institutional Data & Research: <http://academic.rcc.edu/ir/index.html>
- I.B-40 Title V Major Projects Summary Report
- I.B-41 Data: Title V Basic Skills Initiative
- I.B-42 Bond Measure C
- I.B-43 Survey: Staffing and Equipment Prioritization Process
- I.B-44a Program Review, Instructional Programs, sample
- I.B-44b Program Review, Student Support Services, sample
- I.B-44c Program Review, Administrative Units, sample
- I.B-45 Website: District Assessment Committee:  
<http://www.rcc.edu/administration/academicaffairs/effectiveness/assess/index.cfm>
- I.B-46 Website: District Program Review Committee:  
<http://www.rcc.edu/administration/academicaffairs/effectiveness/review.cfm>

## **Standard I: Institutional Mission and Effectiveness, Summative Essay**

Institutional mission and effectiveness are at the core of the educational journey. An institution's quality is dependent not so much on external measures as on its clear sense of why it exists and where it is going. The ultimate goal of any educational enterprise is genuine student learning, and the college's mission should reflect this goal and an awareness that increased student learning goes in tandem with increased institutional effectiveness.

### **Institutional Commitment**

The Norco mission statement reflects our strong commitment as educators to the achievement of this ultimate goal of student learning. The mission states in practical terms Norco Campus's intention to "provide educational programs, services, and learning environments for a diverse community" of learners. The use of all the institution's resources to help students meet specific academic, personal, and career/technical goals is also woven into the mission statement. The mission looks inward to the achievement of student learning outcomes and outward to the needs and interests of the business and civic community served by Norco Campus.

The primary focus of Standard I is institutional commitment to helping students reach their personal and professional goals. The Standard I self-study analysis strongly demonstrates that Norco Campus has established programs and services aligned with its mission and student population. A demonstration of Norco's commitment to helping our learners achieve their goals is exemplified by the solicitation of all campus constituencies (administrators, faculty, staff, and students) in shaping the newly revised mission statement. The active participation of staff in shared governance and on strategic planning and decision-making committees and councils reflects Norco's commitment to the educational process.

### **Evaluation, Planning and Improvement**

Norco Campus has formulated specific planning processes and created a structure whereby the mission of the institution is central to decision-making. The Strategic Planning Committee and its four specifically designed subcommittees connected to various aspects of institutional planning and resource allocation; the President's Cabinet; the Norco Academic, Student Services, and Administrative Planning Councils; and the Academic Senate guide the development and implementation of the Educational Master Plan. Long-range planning for educational trends, technology, and facilities growth are additional aspects of planning to which the Campus is committed in order to meet the stated institutional mission of "self examination [...], planning and improvement." Specific means of evaluating and assessing institutional mission and effectiveness range from quantitative, data-driven external and internal measures to qualitative assessment of the learning experience through instructional and non-instructional program review and the development and measurement of student learning outcomes at all levels of the institution.

### **Student Learning Outcomes**

Institutional commitment to "learning outcomes assessment" is articulated in the Norco Campus mission statement and embedded in the strategic planning processes. The long-range goal is to improve Norco's effectiveness using measurable objectives that are linked to student learning outcomes through program review for disciplines, student services programs, and administrative

units. Assessment of stated learning outcomes is well underway and forms the basis of a systematic cycle of evaluation, integrated planning, resource allocation and re-evaluation. At the district level, General Education SLOs inform decision-making and planning; at the campus level, these same SLOs are reflected in program development and resource analysis. At the discipline level, the faculty has engaged in extensive review and revision of course outlines of record, including in each course outline specifically designed SLOs that are integrated with the student learning outcomes for the discipline as a whole.

Departments are responsible for integrating the student learning outcomes within discipline program reviews into the Educational Master Plan. Student services programs provide institutional support to the academic disciplines by focusing attention on SLOs and SAOs. Career and Technical certificate/degree programs are developing program-based student learning outcomes that will reflect stated SLOs in the course outlines of record and meet the goals embedded in the Norco institutional mission.

## **Organization**

Organizational structures at Norco Campus are designed to enhance the campus mission. District and local strategic planning committees are structured on the basis of a curriculum-centered planning model and a learner-centered curriculum framework. All interested constituencies—faculty, classified and confidential staff, students, administrators and community members—participate in strategic planning, working together for the improvement of the institution. With program review as the foundation of strategic planning, academic disciplines, student support programs, and administrative units have made a commitment to developing learning outcomes for their programs that are grounded in objective principles of assessment and responsive to identified staffing, facilities, and equipment needs geared toward achieving the stated outcomes. Responding to the District Strategic Plan with specific local initiatives, all departments and disciplines, student support services, and strategic planning groups at Norco Campus are working to increase student access, retention, and persistence; successful course completion; certificate/degree and transfer awards; and, in general, to improve the quality of the students' educational experience. Norco Campus demonstrates through these means a conscious institutional commitment to produce and support student learning by organizing its key processes in such a manner as to meet its stated goals.

## **Dialogue**

Dialogue is at the heart of the Norco Campus's mission to "listen to our community and respond to its needs while engaging in self-examination, learning outcomes assessment, ongoing dialogue, planning, and improvement." Realizing that the institution's mission is central to planning and decision-making, the campus engages in a continuous process of collegial, self-reflective dialogue about how to improve student learning and organizational processes. Formal structures for district- and campus-wide dialogue include councils, committees, retreats, and forums of the disciplines, departments, student services offices, Senate, and President's Cabinet. Informal dialogue takes place daily and in a variety of ways, ranging from workshops, e-mails, and collegiate luncheons to campus locations—labs, classrooms, offices, and hallways—throughout the campus. Formal mechanisms for dialogue with community stakeholders, including the President's Community Advisory Group and the District's Measure C Bond Oversight Committee, augmented by informal dialogue facilitated by campus representatives' active participation in local chambers of commerce, service organizations, and local government initiatives, ensures that the community

remains an active participant in institutional dialogue affecting student learning. A positive atmosphere and congenial working environment are the best evidence of Norco's effectiveness in engaging in an honest and truthful "campus conversation" driven by commitment to student learning.

### **Institutional Integrity**

Norco Campus has endeavored to meet the needs of its community with integrity and honesty in all its operations. Its mission statement is carefully designed to present an easily understood message of accessibility and welcome to the diverse student and community groups it serves. The publication of a separate catalog and schedule of classes for Norco Campus is an important step forward in Norco's commitment to represent itself to its stakeholders in an accessible and transparent fashion. The integrity and honesty of Norco Campus are demonstrated in ongoing processes of dialogue and planning in which the mission is integral to decision-making and progress in achieving student learning outcomes. Through the self-study experience, the campus has grown to realize, more than ever before, its integrity and deep-rooted commitment to students and their educational journeys.





## Standard II.A Instructional Programs

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## **Standard II: Student Learning Programs & Services**

**The institution offers high-quality instructional programs, student support services, and library and learning support services that facilitate and demonstrate the achievement of stated student learning outcomes. The institution provides an environment that supports learning, enhances student understanding and appreciation of diversity, and encourages personal and civic responsibility as well as intellectual, aesthetic, and personal development for all of its students.**

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### **Standard II.A: Instructional Programs**

**The institution offers high-quality instructional programs in recognized and emerging fields of study that culminate in identified student outcomes leading to degrees, certificates, employment, or transfer to other higher education institutions or programs consistent with its mission. Instructional programs are systematically assessed in order to assure currency, improve teaching and learning strategies, and achieve stated student learning outcomes. The provisions of this standard are broadly applicable to all instructional activities in the name of the institution.**

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**II.A.1. The institution demonstrates that all instructional programs, regardless of location or means of delivery, address and meet the mission of the institution and uphold its integrity.**

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**II.A.1.a. The institution identifies and seeks to meet the varied educational needs of its students through programs consistent with their educational preparation and the diversity, demographics and economy of its communities. The institution relies upon research and analysis to identify student learning needs and to assess progress toward achieving stated learning outcomes.**

#### **Descriptive Summary**

The mission statement of Norco Campus states, “[We] equip our students with the knowledge and skills to attain their goals in higher, career/technical, and continuing education, workforce development, and personal enrichment (II.A.1-1).<sup>37</sup> Norco

Campus has also dedicated itself to upholding the Riverside Community College District’s mission to work “in partnership with other educational institutions, business, industry, and community groups to enhance the quality of life and the internal harmony of the communities it serves” (II.A.1-2). The mission statement of Norco, while consistent with the mission of the district as a whole, emphasizes the needs of the Corona-Norco area in which the college is located. For example, the area served by Norco Campus continues to grow and attract jobs in manufacturing and logistics, and programs have been developed to meet that need. In addition, engineering, robotics, construction, logistics, computer gaming, and computer art

*development; and personal enrichment. To meet the evolving community needs, Norco Campus emphasizes the development of technological programs. As a continuing process we listen to our community and respond to its needs while engaging in self-examination, learning outcomes assessment, ongoing dialogue, planning, and improvement.*

<sup>37</sup> The Norco Campus Mission Statement is as follows: *Norco Campus provides educational programs, services, and learning environments for a diverse community. We equip our students with the knowledge and skills to attain their goals in higher, career/technical, and continuing education; workforce*

courses supplement our technology programs while our STEM Partnership with the University of California-Riverside and the recently enacted Dual Admissions Program with California State University-San Bernardino help our students to achieve their goals in higher education.

Our faculty and administrators work closely with the district's Offices of Institutional Research and Institutional Effectiveness to identify student learning needs and assess progress in meeting stated student learning outcomes. The district issues a number of documents which measure demographics, diversity, and community economic trends within the Norco Campus service area; and provides guidelines and standardized reporting mechanisms for both instructional and non-instructional unit reports. These include:

- *RCCD Fact Book 2008* (II.A.1-3)
- Environmental scans (2002 and 2007) (II.A.1-4a, II.A.1-4b)
- Office of Economic Development publications (OED) (II.A.1-7).
- *Program Review Background and Guidelines* for discipline and non-instructional units (II.A.1-6a, II.A.1-6b, II.A.1-6c).

Details on campus persistence, transfer rates, retention, and other measures are available in the *RCCD Fact Book*; quantitative data for individual disciplines and non-instructional units is supplied by the Offices of Institutional Research and Institutional Reporting; further data about the community served by Norco Campus is provided by the environmental scans and the publications of the OED. All this information is evaluated within the instructional comprehensive program review documents generated once every four years by each discipline, district-wide. In addition, to ensure that campus-based needs are evaluated and met in a timely manner, an Annual Program Review updates the status and needs unique to each campus discipline

(II.A.1-7). Data and evaluations from the annual program review documents drive the Norco Educational Master Plan and resource allocation (II.A.1-8, II.A.1-9).

In particular, data regarding student persistence, retention, grades, numbers of degrees and certificates conferred, and graduation and transfer rates is carefully reviewed and analyzed in order to (1) identify new educational needs and demographic trends in the student communities served by Norco Campus, and (2) maintain planning that is flexible and responsive to the learning needs of the Norco student population.

To assess progress toward achieving student learning outcomes, Norco Campus representatives work closely with district governing bodies to ensure that a majority of courses now have clearly stated, integrated student learning outcomes (SLOs) (II.A.1-10). Norco disciplines have begun, or are actively working on, continuing assessment projects with the assistance and support of the new Assistant Dean of Student Success. A pilot project to assess the Critical Thinking outcome was completed during summer 2008 (II.A.1-11a); a second project to align course SLOs to General Education SLOs was completed during summer 2008 as well (II.A.1-11b). Results of these two projects are forthcoming. Both projects were undertaken and completed by Norco faculty and a Norco institutional researcher. All of these efforts have helped Norco Campus modify and conduct its programs to meet identified student needs.

As evidence of progress toward meeting the needs of the identified student community since 2001, the number of degrees awarded to Norco students has increased from 338 degrees and 39 certificates in 2001-2002 to 557 A.A./A.S. degrees and 261 state and local certificates in 2007-2008. (II.A.1-3). Norco Campus offers over 27 degree and/or certificate programs for which

coursework can be taken completely on the Norco campus. (II.A.1-3, II.A.1-12)

One primary means by which Norco Campus identifies student educational needs and assesses progress towards achieving student learning outcomes is through program review. The main features of program review that identify student educational needs and drive the collection of data include the following:

- Academic planning at the campus level undertaken by means of annual campus review reports for each discipline, student services program, and/or administrative unit; these annual reviews serve as the tools through which Norco campus entities evaluate their effectiveness in improving student learning. (II.A.1-13a, II.A.1-13b, II.A.1-14a, II.A.1-14b, II.A.1-15)
- A review of data (supplied by Office of Institutional Research) relevant to each discipline or unit
- Review and revision of discipline course outlines of record (CORs), including review and/or development of SLOs for those courses
- A campus-specific plan for assessing course SLOs as well as evaluating and acting upon the results of any assessment projects that have already been completed (II.A.1-16).
- Campus-wide and discipline-wide dialogue on SLOs, data interpretation, and assessment, and their relationship to student learning<sup>38</sup> (II.A.1-17).

<sup>38</sup> Assessment results are reported to the District Office of Institutional Effectiveness and are made publicly available on the DAC website. These results are used to maintain and revise the common district-wide curriculum as needed and to respond to data supplied by the district and administration regarding FTEs, student retention, and success rates within disciplines and issues of broader concern consonant with effective scheduling and program management across all three campuses in the district.

In brief, the process of identifying student needs begins with comprehensive program review undertaken every four years supplemented by a campus-based annual component that evaluates processes and programs while linking resource needs to campus structures and student learning, the annual process is paralleled in the Student Services and Administrative units with strategic planning and resource allocation occurring through these reporting and advisory bodies (II.A.1-9, II.A.1-18)

- Norco Campus Academic Planning Council (NAPC) (II.A.1-19a)
- Norco Campus Administrative Planning Council (NAdPC) (II.A.1-19b)
- Norco Campus Student Services Planning Council (NSSPC) (II.A.1-19c)
- Norco Campus Strategic Planning subcommittees (II.A.1-19d-g)
- Norco Campus Strategic Planning Committee Co-chairs Council (II.A.1-19h)
- Norco Campus Strategic Planning Committee (NSPC) (II.A.1-19i)

Norco established the Strategic Planning Committee (NSPC) in fall 2005. It is a committee of the whole; all of the campus's faculty, staff, administration and students are NSPC members. Each faculty and staff member, along with student representatives, is assigned by the Campus President in consultation with the Academic Senate President to one of the following four subcommittees with specific responsibilities to ensure dialogue and self-reflective consideration of all major decisions related to the improvement of student learning at Norco:

- Institutional Mission & Effectiveness
- Student Learning Programs & Services
- Resources
- Leadership & Governance.

Other systematic processes and procedures

used at Norco Campus to ensure that all programs, disciplines, and courses are assessed for currency, teaching and learning strategies, and student learning outcomes include the following:

- Norco Educational Master Plan (EMP) (II.A.1-8)
- District Matriculation Plan (II.A.1-20)
- Community College Student Effectiveness Questionnaire (CCSEQ, administered in 2004, 2006, and 2008) (II.A.1-21a, II.A.1-21b)
- Open Campus online course student surveys (II.A.1-22)
- Student Learning Outcomes and assessment training undertaken by the district Office of Institutional Effectiveness (II.A.1-23), the District Assessment Committee, the Campus Faculty Development Coordinator, and the Associate Dean for Student Success.

**The Norco Educational Master Plan** is generated in collaboration with campus departments, which analyze program review reports. Departments then develop and prioritize goals for class scheduling, facilities, equipment, and staffing based on their assessment of program and department needs within the context of institutional effectiveness in meeting student learning goals. Comprehensive quantitative data provided by the district is then integrated into the planning processes conducted by each discipline, department, and program (II.A.1-8).

**The Norco Campus Matriculation Plan**, published in October 2008, outlines the major service area outcomes and general goals for maximizing community college access to all categories of students during the admissions, orientation, assessment and counseling, and follow-up stages of the matriculation process (II.A.1-20). The various student support services programs involved in this process coordinate their services and

receive training in methods of enhancing student learning and access. Staff and counselors involved in matriculation services at Norco Campus rely on a variety of research measures to accomplish their goal of meeting student educational needs, including:

- Use of longitudinal databases to track entering student cohorts throughout their educational experience
- Reliability and validation research to maintain valid placement cut-off scores
- Publication of a Student Success Report that contains critical data on the district's student body, including but not limited to retention rates, persistence rates, withdrawal data, and grade-point averages. Information is aggregated by various classification categories, such as campus location, division, full- or part-time status, day/evening status, first-generation status, matriculation status, matriculation services usage, basic skills enrollment, and various educational goals as well as the demographic variables of ethnicity, gender, age, and disability.
- Evaluation of impact of matriculation on basic skills, including the number of students recommended into basic skills courses, the completion and success rates of students enrolled in basic skills, and the progress of students from basic skills courses to associate degree-applicable courses
- Research and reporting to local high schools regarding recent high school graduates' aggregate performance information including placement, retention, persistence and grade-point average
- Assessment of retention and persistence rates

**Community College Student Effectiveness Questionnaire (CCSEQ):** This survey was administered in 2004 and re-administered in

2006 and 2008. It rates students' satisfaction with their overall experience at RCC-Norco, the campus environment, faculty, staff, and campus safety (II.A.1-21a, II.A.1-21b). The CCSEQ provides some indirect measures of whether or not students are meeting stated General Education SLOs. It is a first step towards the assessment of district-wide General Education SLOs.

**Open Campus Online Course Student Survey (2005):** This survey was designed to ensure that distance-learning courses meet the needs of the students (II.A.1-22). Results of the survey indicate high interest in taking online courses. Significant data revealed that:

- More than half of the students surveyed had taken a previous online course
- 48 percent had one or more children at home
- 66 percent work 25+ hours per week
- Only half of the students would have been able to take the course if it was only offered face to face
- More than 2/3 plan to transfer to a four-year institution
- Eighty-five percent would consider taking another RCC online class in future.

Norco administrators, staff, and faculty have been identifying emerging student needs through multiple measures and self-evaluation to ensure that, regardless of what learning modality is used, students are being given the best opportunity for quality education; to meet that goal, "as a continuing process, we listen to our community and respond to its needs while engaging in self-examination and ongoing dialogue, planning, and improvement" (Norco mission statement II.A.1-1).

### **Self-Evaluation**

The standard is met. Since the last accreditation visit, Norco Campus

administrators and faculty have utilized district and campus data from the research studies and surveys described above as well as information provided in program reviews to (1) identify emerging student needs, (2) use assessment results to make improvements in SLOs and pedagogy in several disciplines, (3) assess the institution's progress toward addressing those needs, and (4) make more informed decisions about the varied courses and programs the college should offer to its students.

For example, increased student learning was measured district-wide in 20 of 25 areas between the 2004 and 2006 surveys; at Norco, gains were measured in 21 of 25 areas (II.A.1-21a). The gains were statistically significant in four areas: understanding art, music and theatre; understanding mathematical concepts; understanding science and technology; and putting ideas together. Norco Campus showed favorable results with regard to following areas:

- acquiring skills for a specific job
- interest in political and economic events
- seeing the importance of history
- arts and communication
- perspectives on the world

The Open Campus Online Survey results indicate a strong need for and interest in the online instructional delivery mode by a serious working-adult population that is seeking a bachelor's degree in the near future.

Closer analysis of demographic information that affects enrollments and learning needs for the Norco-Corona area will enable Norco Campus to define itself more clearly as a distinct entity within the district. Recent dialogue with Norco faculty and disciplines undergoing program review also indicates a need for additional regional and campus-driven data studies.

Norco Campus has made significant progress in generating and using data to meet its mission of maintaining an effective, learner-centered institution responsive to student needs. Seventy-one percent of full-time and part-time faculty members surveyed in fall 2008 “agree” or “strongly agree” that “Norco assesses student learning outcomes for its courses, degrees and/or programs” (II.A.1-24 , II.A.1-25). The percentage of faculty members agreeing with the statement that “Norco uses the results of its SLO assessments to make improvements” increased from 49 percent to 70 percent between 2007 and 2008, indicative of dramatic progress with regard to this measure of institutional effectiveness. Though SLOs have not yet been developed for all degrees and certificates, the vast majority of disciplines and programs have developed and begun to assess their SLOs. Furthermore, district-wide General Education SLOs have been approved by the Board of Trustees. Development of SLOs and assessment of their effectiveness in improving student learning are ongoing processes to which the institution remains committed.

### **Planning Agenda**

- Conduct additional analysis of campus, community, and regional educational needs and utilize the results of these studies to further refine the mix of programs and services offered.
- Continue refining and assessing the effectiveness of SLOs for all courses, degrees, certificates, and programs.

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**II.A.1.b. The institution utilizes delivery systems and modes of instruction compatible with the objectives of the curriculum and appropriate to the current and future needs of its students.**

### **Descriptive Summary**

Instruction at Norco Campus reflects an institutional commitment to stated curricular objectives and to the current and future learning needs of its students. Norco employs multiple means of delivery to accommodate the diverse needs and proficiencies of the population it serves. and time formats (II.A.1-26). Traditional classes are not limited to lecture but include a variety of media-based enhancements, modes of delivery, pedagogical approaches, and instructional methods and techniques. These include laboratory activities and projects, portfolio preparation, oral and dramatic presentations, team teaching, faculty office hours, tutoring, and many more.

In addition, distance education has become a highly desirable means of course delivery to meet current student educational needs at Norco. The increased traffic along the I-91 and I-15 corridors adjacent to the campus has created a demand for alternatives to traditional on-campus instruction, making our limited weekend offerings and online modes of delivery increasingly popular. A variety of distance education formats is offered at Norco and throughout the district through Open Campus including:

- Web-enhanced, hybrid and online courses (II.A.1-27)
- Recorded audio-video lectures and PowerPoint presentations (II.A.1-28)
- Real-time online lectures, virtual office hours, and review sessions utilizing the California Educational Technology Collaborative cccconfer project (II.A.1-29a, II.A.1-29b )
- Podcasting (mp3) lectures and presentations (audio and video) through contract with iTunesU (II.A.1-30)
- e-Portfolios are in current use at Norco as part of a pilot project led by a Norco faculty member (II.A.1-31). Student e-

portfolios encourage personal reflection and self-assessment, help develop critical thinking and other metacognitive skills, and strengthen information and technical literacy. Besides their role in learning enhancement, e-portfolios contribute to student retention in the programs in which they are used, and they can function as virtual resumes by employers and transfer institutions.

**Web-enhanced classes** provide supplementary learning resources and course document distribution; **hybrid courses** combine face-to-face delivery with distance instruction for enhancement of instruction and increased distribution of class resources; and **online courses** are often presented in a multimedia instructional format which allows for increased student participation and flexibility. **Camtasia software** allows instructors to create streaming audio and video as well as integration of online chalkboards and PowerPoint presentations. Once created, videos are made accessible to students via links to our Norco Online Presentation Library maintained at screencast.com (II.A.1-28).

The cccconfer resources provide a platform for real-time online interaction with students. Utilized for PowerPoint-aided lecture presentations, virtual office hours, and review sessions, the interactions can be archived for repeated student access throughout the semester (II.A.1-29b). A recent year-long contract with Apple, Inc. for multi-modal delivery of online course material through **mp3 format podcasting** and iTunesU has provided a new and student-friendly means of instruction for working students and those on the go. All of these modes of delivery are intended to create meaningful points of contact for the student and instructor and to meet current and future educational needs.

Norco employs a variety of scheduling options for students as well (II.A.1-26). In addition to the usual selection of classes

offered from 7 a.m. to 10 p.m. in the traditional 16-week semester format, Norco offers **Late Start** (14-week) and **Fast Track** (8-week) classes as alternatives for students needing to round out a class schedule or those wanting a faster-paced class. Success Track scheduling (II.A.1-32), implemented in fall 2007, offers a variety of classes to fit busy students' lifestyles and learning styles. Additional one-unit workshop classes for basic skills and ESL students provide developmental instruction in study skills and/or target specific areas of academic need. Condensed Weekend College provides a program of courses offered only on Friday evening and/or all day Saturday. While recent budgetary concerns have necessitated a reduction in the number of Weekend College offerings, we strive to continue to offer high-demand general-education courses and courses necessary for our career/technical certificates. This mode of delivery is especially popular with students who have full-time jobs or work schedules incompatible with traditional weekday-hour schedules.

**Learning Communities** and a dedicated **Title V grant** provide additional support and opportunities for students at Norco Campus. The Title V grant is designated for increased faculty use of technology and curricular enhancements for at-risk students. Specialized educational opportunities, such as the Puente program, the Talented Tenth, and the STAR and TRIO programs, offer linked courses, peer-mentoring opportunities, guidance, faculty mentoring, and financial support through various district funding sources. These programs are closely monitored to ensure increased retention/completion rates and to expand opportunities for targeted student populations to be able to transfer to four-year colleges and universities (II.A.1-33a-c, II.A.1-34, II.A.1-35).

As part of the Norco Campus effort to offer a comprehensive array of opportunities for



our students, the **Norco Honors Program** was reinstated in spring 2009 (II.A.1-36a, II.A.1-36b). During this semester, the Norco Honors Program gained membership in the Honors Transfer Council of California and the UCLA Transfer Alliance Program (II.A.1-37). These memberships afford our students enhanced transfer considerations such as priority admission, housing priority, scholarship opportunities, to a variety of public and private four-year institutions. In addition, to the classroom experience, the Norco Honors students are offered the opportunity to participate in scholarly conferences and district-wide and locally organized excursions (II.A.1-38a, II.A.1-38b).

Besides Norco's many programs and services providing a variety of modes of delivery to serve student needs, **individualized instruction** is available through the following programs:

- Tutorial Services
- Computer lab
- Math lab
- Writing and Reading Center
- Foreign Language lab
- Disabled Student Services & Lab

These areas provide one-on-one instruction with instructors and peer tutors, small- group instruction for students, and an atmosphere conducive to intellectual exploration. They are on-site, popular with students and faculty, and accessible to students at a variety of times. Disabled Student Services also utilizes lab facilities to provide alternative modes of testing for learning-disabled students. In addition, practicum classes are available in the computer, math and writing labs for additional assistance (II.A.1-39a-b, II.A.1-40, II.A.1-41a-b, II.A.1-42a-b, II.A.1-43).

Finally, the district **Study Abroad Program** provides unique opportunities for students wishing to learn about foreign cultures while

earning academic transfer credit. Full-semester study-abroad locations include Florence, Italy, and Oxford, England; short-term summer programs expose students to the Czech Republic, Bulgaria, Romania, and Greece. A number of Norco faculty have participated in the Study Abroad program, offering courses in economics, geography, political science, history, art, and humanities (II.A.1-44).

### **Self-Evaluation**

The standard is met. Norco Campus is committed to making education available and accessible to all of its students and the communities it serves. To facilitate this goal, the campus offers a variety of modes of instruction and delivery compatible with established curriculum and program objectives and attuned to demonstrable and/or expressed student needs. Eighty-nine percent of full-time and 78.5 percent of part-time faculty surveyed in fall 2008 agreed that "Norco encourages the use of different teaching methodologies as a response to learning styles of students" (II.A.1-24, II.A.1-25). As technological innovations continue to present new challenges and enhanced modes of instructional delivery, Norco faculty and staff will continue to examine—and adopt when appropriate—a variety of electronic media to improve the student learning experience.

### **Planning Agenda**

- Continue to identify, monitor, and test new technology that enhances or improves the quality of online or face-to-face instruction.

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**II.A.1.c. The institution identifies student learning outcomes for courses, programs, certificates and degrees; assesses student achievement of those outcomes; and uses assessment results to make improvements.**

## Descriptive Summary

Disciplines and non-instructional units at Norco participate in comprehensive program review with the other members of their discipline or program across the district. During program review, SLOs are identified for disciplines and non-instructional programs through a process of collegial dialogue and close, critical examination of curriculum and student support services needs. Course- and classroom-based assessment strategies have been explored, and assessment projects are underway or completed, resulting in changes in pedagogy, curriculum, or SLOs (II.A.1-45, II.A.1-46). Student Learning Outcomes for district-wide Areas of Emphasis and the certificate-level degrees have recently been developed and approved (II.A.1-47). In addition, program-level SLOs for Norco specific programs have also been developed and approved (II.A.1-48).

Norco Campus works continuously to encourage and evaluate assessment efforts at multiple levels and to use the results of assessment efforts to improve teaching and learning at Norco. Norco Campus participates in district-wide assessment dialogues and projects through the District Assessment Committee (DAC). The campus also engages in localized workshops and activities focusing on improving teaching and learning through course-based assessment (II.A.1-17).

At the outset of the 2008-2009 academic year, the Norco Campus established an objective of conducting assessments of course-level SLOs in 70 percent of all class offerings by the end of the fall 2008 semester and 90 percent of classes by spring 2009. To support the fulfillment of this objective, technical assistance from the Associate Dean of Student Success was made available to both full- and part-time faculty. The fall 2008 target has been met, and additional assessments are being planned for spring 2009 in an effort to achieve the

90-percent threshold. By the 2009-2010 academic year, significant improvements to course content and methods of instruction will have been made based on the results of these SLO assessments (II.A.1-49).

The DAC, in dialogue with the Academic Senate, the Program Review Committee, and the District Curriculum Committee, has established General Education SLOs that are aligned with Title V requirements for higher-education coursework and communicate clear expectations for students receiving degrees and/or certificates.<sup>39</sup> Indirect measures of these SLOs include the CCSEQ, administered every other year since 2006 (II.A.1-21a-b), and an additional district questionnaire that focused on the Gen-Ed SLOs administered in June 2006 (II.A.1-50). Two pilot projects focusing on General Education outcomes were completed in summer 2008. One project assessed the correlation between critical thinking (one of seven Gen-Ed outcomes) to units earned at RCCD. The second project aligned course-based SLOs to General Education SLOs. Both projects were directed by Norco faculty (II.A.1-11a, II.A.1-11b).

RCCD and its campuses have been working over the past six years on the establishment of student learning outcomes at the institutional, program, and course level. Measures of progress include the following:

- General Education SLOs have been established that apply to the district and its campuses as a whole; after much dialogue and collaboration with administrators, faculty, staff and student groups, the District Assessment Committee (DAC) recommended these Gen-Ed SLOs to the Academic Senate and the Board

<sup>39</sup> The general education SLOs for academic and vocational degree programs within the district were approved by the Board of Trustees in December 2006 (Report II-D, December 12, 2006) for final approval and inclusion in the catalog.

of Trustees, which approved them at its December 2006 meeting (II.A.1-51).

- Individual disciplines have begun an SLO “audit” in which they discuss the alignment of their SLOs with Gen-Ed SLOs.
- Specific SLOs for disciplines or programs as a whole have been established for all of the instructional disciplines and student support units that have completed program review.
- By fall 2008, course outlines of record for all courses in the district had been updated to include integrated SLOs. These SLOs inform the content, topics, methods of instruction, and methods of evaluation for each course outline of record.
- By summer 2007, over 35 disciplines had completed some portion of the assessment projects that they proposed in their Program Review Self-Studies (II.A.1-16).
- Twenty disciplines reported that they had made changes to curriculum, instructional methods, delivery methods, or SLOs as a result of assessment (II.A.1-45).
- In fall 2005, as part of an initial effort to assess the linkage between disciplines and general education SLOs, disciplines completed a matrix in which they aligned their transfer courses with the General Education SLOs where appropriate (II.A.1-52).
- In summer 2008, a pilot project assessing critical thinking (one of seven general education SLOs) was completed (II.A.1-11a).
- In summer 2008, a project aligning course-based SLOs to General Education SLOs was completed (II.A.1-11b).
- District-wide, 62 percent of the disciplines (34 of 55) have identified program-level SLOs; at the campus level, all career/technical programs

offered exclusively at Norco have identified program-level SLOs, and most have begun the process of measuring them (II.A.1-48).

As noted above, program review incorporates specific assessment tasks to help disciplines determine the effectiveness of stated SLOs in particular courses. In fall 2006, the Norco Curriculum Committee was recognized as a standing committee of the Norco Academic Senate and tasked with the curriculum approval process on the Norco Campus. Working in cooperation with the other campus-based Curriculum Committees and with the District Curriculum Committee, a workflow for curriculum development has been produced that includes development of appropriate SLOs at the course and program level. The Norco Curriculum Committee, along with the District Curriculum Committee and the Riverside and Moreno Valley Curriculum Committees, has worked to create a template for all course outlines of record to reflect applicable General Education SLOs and to ensure clear description of course-level SLOs (II.A.1-53). Norco utilizes via web-based curriculum software (CurricUNET) that provides a template for continuous SLO and General Education outcomes alignment throughout the curriculum development process. As disciplines complete program review, all new and revised CORs must incorporate updated SLOs and identify applicable Gen-Ed SLOs (II.A.1-53, II.A.1-10).

Certificates are also reviewed by the curriculum committee for adherence to discipline and state requirements, and in spring 2007, the curriculum committee began to review certificate programs for clearly stated student learning outcomes. Faculty and management have also responded to identified educational objectives by formulating strategic planning initiatives at the district level and responding to those initiatives at each campus (II.A.1-36, II.A.1-37).

## Assessment and SLOs at Norco Campus

With the establishment of the Norco Curriculum Committee, the administrative support of the new office of Student Success, and the ongoing work of Norco faculty as active members on the District PRC, the DAC, and the District Curriculum Committee, the Norco Campus has taken the lead in encouraging its discipline faculty to engage in program review, to create and revise integrated course outlines of record incorporating the new SLOs, and to develop course- and classroom-based assessment projects. Assessment, program review, and SLOs-based activities at Norco include:

- Course- and classroom-based assessment projects at Norco Campus (English, humanities, ESL, math, and library)
- Deep involvement of Norco faculty in the district's Program Review and Assessment Committees (Co-chairs on both committees are from Norco.)
- Development by a Norco faculty member of the *Course Outline of Record Guide* to facilitate writing integrated course outlines of record incorporating appropriate SLOs
- Strong, active membership of the faculty co-chair of the Norco Curriculum Committee in the District Curriculum Committee
- Active involvement of Norco faculty in providing in-service training on the writing of clear SLOs and integrated course outlines at both campus and district level
- Primary involvement of Norco faculty in assessment training and assistance to disciplines in writing and implementing assessment projects at both campus and district level
- Writing of SLOs for instructional units at Norco Campus, including

departments and Norco-based occupational programs

- Development of Norco's mission statement and discussion of its relationship to the district's Gen-Ed SLOs
- Participation of Norco faculty in workshops to develop Gen-Ed SLOs for the district (fall 2003).

## Self-Evaluation

Significant progress has been made toward meeting this standard. Disciplines and certificate programs at Norco participate in and comply with all program review, curriculum revision, and assessment procedures established by the district and approved by the academic senates and appropriate decision-making bodies. Computer information sciences and business administration disciplines are working on a model SLOs framework for certificates and degrees offered by their disciplines. Student learning outcomes have been developed for a majority of degree and certificate programs in the district and for all career/technical programs offered exclusively at Norco.

Since fall 2006, the district's Associate Vice Chancellor of Occupational Education has been working with occupational education faculty on the formulation of program-level SLOs and the establishment of meaningful assessment tools. With the decentralization of career/technical program oversight to the campuses in 2008, this function is now performed by the Dean of Instruction and Vice President for Educational Services. The survey results cited in section I.A.1.a above, indicating that the proportion of faculty agreeing that "Norco uses the results of its SLO assessments to make improvements" increased by 40 percent between 2007 and 2008, provides dramatic evidence of the magnitude of the campus' s recent improvement in regards to compliance with this standard.

## Planning Agenda

- Continue to measure student achievement of program-level SLOs for those programs active on the Norco Campus.
- Continue to develop assessment tools and procedures for programs and disciplines and use the results of these assessments to make improvements to courses and programs, with the goal of conducting SLO assessments in 100 percent of course offerings by 2009-2010.
- Conduct additional assessment-activities and SLOs training at the Norco Campus.

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**II.A.2. The institution assures the quality and improvement of all instructional courses and programs offered in the name of the institution, including collegiate, developmental, and pre-collegiate courses and programs, continuing and community education, study abroad, short-term training courses and programs, programs for international students, and contract or other special programs, regardless of type of credit awarded, delivery mode, or location.**

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**II.A.2.a. The institution uses established procedures to design, identify learning outcomes for, approve, administer, deliver, and evaluate courses and programs. The institution recognizes the central role of its faculty for establishing quality and improving instructional courses and programs.**

#### **Descriptive Summary**

The quality and improvement of courses and programs at Norco Campus depends upon the collaboration of faculty members with members of their discipline throughout the district as well as coordination of the Norco Curriculum Committee with the District Curriculum Committee; the District Program Review and Assessment Committees; the district and Norco Academic Senates; the Dean of Instruction and Vice President of Educational Services; the Vice Chancellor of Academic Affairs; the Office of Institutional Effectiveness; and the district articulation officer. Career and Technical Education programs also require the input of the Dean of Instruction, who oversees Career and Technical Education at Norco and various industry advisory committees (II.A.2-1).

The design and identification of learning outcomes for programs and courses is undertaken by discipline faculty in the course of the regular review of curriculum and

course outlines that takes place both as part of and supplemental to the program review process. The curriculum committee uses the following documents as part of its procedure for approving and evaluating these courses and programs:

- California Community Colleges' *Program and Course Approval Handbook*, CCC Chancellor's Office (II.A.2-2)
- Riverside Community College District's *Curriculum Handbook*. This document summarizes state and local guidelines, utilizing college and district surveys, statistics, observations, and demographic information to ensure that the district's courses, degree, and certificate programs meet or exceed state and local descriptions and regulations (II.A.2-3).
- State Academic Senate documents specifying best practices for courses and programs as well as policies for pre-requisites, co-requisites, advisories, and limitations on enrollment (II.A.2-4, II.A.2-5)
- Curriculum Committee's *Course Outline of Record Guide* (II.A.2-6, II.A.2-7)
- CurricUNET templates (II.A.2-8)

- The district's *Locally Developed Program Approval Process* for occupational programs (II.A.2-9)
- Title V of California Education Code
- ACCJC's *Distance Learning Manual* (II.A.2.10)

As of the end of the 2007-08 academic year, student learning outcomes had been identified for all Riverside Community College District courses. In addition, to ensure continued quality and review of both new and existing courses and programs, particularly in pre-collegiate and developmental course areas, Norco Campus relies on the following:

- Faculty commentary on new curriculum across all campuses in the district, promoting a district-wide common curriculum
- Regularly scheduled departmental and discipline meetings related to course offerings
- Use of persistence and retention data to evaluate programs and courses in developmental areas
- Workshops, FLEX activities, institutes, and dialogue dedicated to curriculum issues
- Regularly scheduled four-year comprehensive program reviews for academic and career/technical disciplines, student support programs, and administrative units.

These standards and procedures are applied to all course offerings, regardless of the time of scheduling, format, location, type of course (contract or regular, degree credit or non-degree credit), level (remedial, pre-collegiate, transfer), or mode and length of delivery. Finally, each committee or decision-making body associated with the design, implementation, and assessment of courses and programs at an appropriate level of quality is faculty driven, thus assuring the central role of faculty in the

creation and monitoring of instructional courses and programs.

### **Self-Evaluation**

The standard is met. The District Curriculum Committee approved the creation of campus curriculum committees in fall 2006. These committees address local curriculum issues. The Norco Academic Senate and the District Academic Senate approved a curriculum plan and process for the campus and the district in November 2008. The new curriculum-approval procedures allow for intercampus collaboration on courses and programs common to multiple campuses while accommodating campus autonomy for programs and courses unique to a particular campus, thereby reconciling the district's "one-district, one-curriculum" philosophy with the need for greater campus autonomy in curriculum matters (II.A.2-7).

Norco Campus is moving forward with developing processes and procedures for its local curriculum committee. Beginning in the fall 2008 semester, the Norco Curriculum Committee began approving campus-specific courses and program offerings. During spring 2009, the committee began reviewing and approving program SLOs for career/technical certificates and degrees offered exclusively by the campus. Norco administrators and faculty have participated actively in the deliberations and decisions of the local curriculum committee and intend to attend and participate in the state Curriculum Institute.

### **Planning Agenda**

None

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**II.A.2.b. The institution relies on faculty expertise and the assistance of advisory committees when appropriate to identify competency levels and measurable student learning outcomes for courses, certificates,**



**programs including general and vocational education, and degrees. The institution regularly assesses student progress towards achieving those outcomes.**

### **Descriptive Summary**

As detailed previously in Standard II.A.1.c., Norco Campus participates actively in a faculty-driven program review process that incorporates the clear formulation and measurement of student learning outcomes. Norco faculty members also have a strong presence on the District Assessment Committee, which has trained faculty in developing an assessment plan for disciplines and programs.

Regular assessment of student progress in achieving identified SLOs and regular reporting of disciplines' and non-instructional units' use of assessment to make improvements to their pedagogy, courses, and programs have been incorporated into the program review process in the form of discipline- and student services-based assessment plans. In addition, Norco Campus administers district-approved competency-level assessments in English, ESL, math, and foreign languages that are established, approved, and regularly reviewed by faculty.

Besides assisting on various district and local committees responsible for monitoring the quality and rigor of general education courses and transfer degrees, the campus is also committed to promoting career/technical education programs under the guidance of faculty experts and industry advisory groups. Programs in this area include manufacturing technology, logistics management, construction technology, computer applications technology, computer information systems, real estate, engineering technology, and machine-shop technology. Career- and technical-course, certificate and degree proposals are subject to all of the same standards and procedures for the

development and assessment of student learning outcomes as general and transfer courses and degrees (II.A.2-9).

Advisory committees established for vocational programs include representation from both full- and part-time faculty in the respective discipline as well as community/business members currently working in related fields. These committees meet annually or more often as needed. A major topic of discussion at these advisory meetings concerns the extent to which the curriculum meets the workforce needs of the respective industries. Advisory members also give input regarding basic skills needs that enhance a student's ability to be successful in the workplace (II.A.2-1). An active goal of such advisory groups is to identify competency levels and to recommend student learning outcomes for the career/technical courses, certificates and degree programs under their review (see Standard II.A.2.b).

The district's Office of Institutional Research is working with campus-based career/technical educational administrators to develop an instrument to measure employers' perceptions of occupational education students and/or graduates. This measure will be used to gather performance data relative to Norco Campus's certificate- or degree-receiving students in the workplace. The results will be shared with the career/technical education disciplines and be used to inform program changes and improvements.

### **Self-Evaluation**

The standard is met. Norco Campus follows procedures established by the District Assessment, Program Review, and Curriculum Committees to develop and measure student learning outcomes in both transfer and career and technical programs. Norco relies on faculty expertise and the recommendations of advisory committees as appropriate to identify competency levels

and student learning outcomes for courses, certificates, and programs. Student learning outcomes have been developed for all courses and campus-based career/technical programs. Assessment tools are being developed and implemented by faculty with the support of the district's Assessment Coordinator and campus-based administrators of career/technical programs.

### **Planning Agenda**

- Design and conduct surveys of employers in an effort to determine their level of satisfaction with graduates of career/technical education programs.

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**II.A.2.c. High-quality instruction and appropriate breadth, depth, rigor, sequencing, time to completion, and synthesis of learning characterize all programs.**

### **Descriptive Summary**

Norco Campus offers a curriculum which is appropriate in breadth, depth, and rigor for an institution of higher learning. Courses and programs are created by faculty and monitored for adequate quality and rigor by the Norco Curriculum Committee comprised of faculty with administrators acting in advisory roles. The Curriculum Committee works with the District Curriculum Committee, Program Review, and Assessment committees in assisting departments and disciplines to facilitate up-to-date, accurate, integrated course outlines of record. The curriculum committee closely monitors the necessity for advisory, co-requisite, and/or pre-requisite coursework to increase opportunities for success by building students' cumulative knowledge appropriately. The Norco Curriculum Committee meets bi-weekly throughout the academic year.

All district curricula meet the following standards:

- Appropriateness to mission
- Demonstrable need (student demand, industry/job-market needs, etc.)
- Quality. Each program is designed so that successfully completing the program requirements enables students to fulfill the program goals and objectives. Courses and programs are integrated, with courses designed to effectively meet reasonable learning outcomes and the goals and objectives of the programs for which they are required.
- Feasibility. Norco Campus has the resources necessary to maintain the program and/or the resources needed to offer the course at the level of quality described in the course outline.
- Compliance as appropriate with all laws and regulations.

Completion of programs in a timely fashion and synthesis of learning are assured in the case of academic or transfer curricula by the general education degree curriculum, guided by the General Education SLOs established district-wide and approved by the Board in spring 2006. Department chairs and assistant chairs work with the Dean of Instruction to schedule courses in a manner that assures students opportunities for timely completion of their programs. Time to completion and synthesis of learning are an integral part of career and technical education certificates and programs and monitored by faculty, administrators and industry advisory groups.

### **Self-Evaluation**

The standard is met. The faculty is committed to providing high-quality, rigorous instruction and curriculum for their students. Standards and guidelines for curriculum development are clear and purposeful. All

courses, certificates and programs are clearly defined, and the requirements are disseminated to the public using multiple means. The curriculum process and the program review procedures are designed to facilitate systematic review of course outlines of record. The faculty engages in continuous dialogue concerning the feasibility of developing additional transfer degree and career/technical programs.

### **Planning Agenda**

None

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### **II.A.2.d. The institution uses delivery modes and teaching methodologies that reflect the diverse needs and learning styles of its students.**

#### **Descriptive Summary**

The faculty recognizes that students who attend Norco are diverse in many ways and have a variety of learning styles and needs. Significant differences among student groups are evidenced in the range of age groups among students, the mix of students who are high achievers and students for whom learning is a struggle, and the students' varied work schedules and heavy family responsibilities. Students come to Norco with widely varying levels of technical and academic knowledge, experience, and preparation for success in college coursework. As such, most faculty understand the importance of utilizing multiple delivery modes and teaching methods to meet these divergent student needs and learning styles. (Please see response to Standard II.A.1.b. for details about delivery modes.)

Regarding teaching methodologies, neither traditional nor distance-education classes are limited to lecture but include a variety of media-based enhancements, pedagogical approaches, and instructional methods and

techniques. These include online discussion boards, synchronous chats, laboratory activities and projects, standard and eportfolio preparation, oral and dramatic presentations, team teaching, faculty office hours, supplemental instruction, and one-on-one tutoring, among others. Discussions about student needs and learning styles occur in a variety of ways, including through local and district-organized FLEX workshops. Learning modules dealing with pedagogical methods and techniques are available for instructors online through [4faculty.org](http://4faculty.org) (II.A.2-11). Recognition of the growing number of community college students entering college with pre-collegiate reading, writing and math skills prompted the campus to establish the Student Success Committee in fall 2007, which has developed and is implementing a comprehensive strategy for addressing the needs of these students by coordinating activities supported by the Basic Skills Initiative, Title V and other institutional initiatives. Chaired by the Associate Dean for Student Success and comprised of faculty and staff (from both instruction and student services) and students, the mission of the committee is to "increase the proportion of RCC-Norco students who achieve their educational goals by increasing the rate of success in basic skills courses and reducing the attrition rate of students prior to goal attainment."

#### **Self-Evaluation**

The standard is met. Norco Campus is committed to providing and exploring effective modes of delivery and teaching methodologies that promote student success.

The faculty maintains and improves their teaching skills through workshops and conferences that present new pedagogical approaches and instructional methods and techniques. Training for online faculty is provided by Open Campus, which has assigned a trainer to the Norco Campus on a regular basis. Staff, administrators, and

faculty participate in frequent workshops, retreats, and FLEX activities to keep current with instructional trends. Faculty conduct formal and informal assessments to evaluate the effectiveness of various modes of delivery and instruction and to ensure that student learning outcomes are being met.

## Planning Agenda

None

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**II.A.2.e. The institution evaluates all courses and programs through an ongoing systematic review of their relevance, appropriateness, achievement of learning outcomes, currency, and future needs and plans.**

## Descriptive Summary

As discussed in Standards II.A.2.a and II.A.2.c, the continuing evaluation and revision of all courses and programs through comprehensive and systematic program review is an essential part of Norco's commitment to providing a quality academic environment. The State Academic Senate has recognized that "the principal purposes of the review process are to recognize and acknowledge good performance, to enhance satisfactory performance and help programs which are performing satisfactorily to further their own growth, and to identify weak performance and assist programs in achieving needed improvement" (II.A.2-12).

As a consequence, the comprehensive instructional program review process, conducted on a regular four-year cycle, addresses systematically each discipline's courses and pedagogy and other developments related to the future of the discipline across the district. (Career/technical programs are reviewed on a two-year cycle.) Through this process, faculty engage in an ongoing analysis of the

relevance and appropriateness of courses in their respective disciplines and make needed improvements to learning outcomes based on defined assessment projects (II.A.2-13). The new annual program review update process asks each discipline or program to address its resource needs (staffing, facilities, equipment) at each campus and to provide an update on outcomes assessment activities undertaken in the preceding year (II.A.2-14).

In order to implement ongoing, systematic review of programs and courses district-wide, the District Program Review Committee focuses on comprehensive, regular program review by defined units in the district on a four-year rotating cycle, with annual campus-based updates as mentioned above (II.A.2-13, II.A.2-14). The purpose of the District Program Review Committee is threefold:

- To provide training and guidance for those disciplines undergoing program review
- To review instructional program reviews and make recommendations for acceptance or revision of these studies
- To continue to evaluate and, when necessary, make recommendations for revisions to the comprehensive program review process and the role of the District Program Review Committee.

The District Assessment Committee (DAC) augments the efforts of the District Program Review Committee by providing ratings of each discipline on a five-point scale (employing a rubric similar to that developed by ACCJC) with regard to the degree to which the discipline has identified and measured student learning outcomes and made improvements to courses and programs based on their SLO assessments. At the Norco Campus, these ratings have been incorporated into the criteria used by planning committees in ranking resource

needs identified in annual program reviews. (Further evidence of ongoing systematic review of courses and programs is detailed in Standard II.A.1.c and in Standard II.A.2.f below.)

### **Self-Evaluation**

The standard is met. An extraordinary amount of progress has been made over the past six years at the district and campus levels in developing means for evaluation of courses and programs on a systematic basis in order to determine their currency, relevance, and appropriateness to current and future student needs.

### **Planning Agenda**

- Continue to monitor the annual program review updates for disciplines and non-instructional programs. Use the information from these updates to improve programs and services for students.
- Continue to use data from the Office of Institutional Research and information provided by faculty, staff, and community advisory groups to further define and develop those new programs most needed by the communities served by the Norco Campus.

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**II.A.2.f. The institution engages in ongoing, systematic evaluation and integrated planning to assure currency and measure achievement of its stated student learning outcomes for courses, certificates, programs including general and vocational education, and degrees. The institution systematically strives to improve those outcomes and makes the results available to constituencies.**

### **Descriptive Summary**

As discussed in Standards **II.A.2.a-c** and **e** above, the continuing evaluation and revision of all courses and programs is conducted through program review and integrated implementation of the Educational Master Plan with the participation of the curriculum committee, discipline faculty, student support services faculty and staff, and administration.

The district and its campuses have made considerable progress over the past six years in the establishment of student learning outcomes at the district and course level. In particular:

- General Education SLOs have been established for the district and colleges as a whole; these were approved by the Board of Trustees in December 2006 and are printed in the RCCD catalog and will be included in the Norco Campus catalog (first edition anticipated fall 2009) (II.A.2-15a, II.A.2-15b).
- Individual disciplines have begun an SLO “audit” in which they discuss the alignment of their SLOs with Gen-Ed SLOs.
- District-wide, 62 percent of the disciplines (34 of 55) have identified program-level SLOs; at the campus level, all career/technical programs offered exclusively at Norco have identified program-level SLOs, and most have begun the process of measuring them.
- Student support units have developed program-level SLOs and SAOs (service area outcomes) and assessment plans as part of program review.
- By fall 2008, course outlines of record for all courses in the district had been updated to include integrated SLOs. These SLOs inform

the content, topics, methods of instruction, and methods of evaluation for each course outline of record.

- In fall 2008, assessments of course-level SLOs were conducted in 70 percent of all Norco class offerings; by spring 2009, assessments had been conducted in 90 percent of campus classes (II.A.2-16).
- Several campus faculty members report that they have made changes to curriculum, instructional methods, modes of delivery, or SLOs as a result of assessment, with additional changes expected to occur upon completion of the 2008-2009 assessment cycle.

Many career/technical programs are required by external licensing bodies to adhere to, assess, and meet specified learning outcomes, and in these cases, the SLOs, assessment, and improvement instruments already exist.

Ongoing, systematic evaluation and integrated planning are achieved at the district and campus levels through the program review and assessment processes. These processes assure curricular currency and a systematic cycle of measurement of the effectiveness of student learning outcomes as well as improvement where warranted.

Progress in meeting individual program goals is based on active faculty participation in program development, definition and measurement of SLOs, and assessment activities listed above and in Standard II.A.1.c. Program and student success data are described in materials distributed to the public through a variety of methods that include reports to the State Chancellor's Office, publications on district and campus websites, memos, meeting minutes, and other documents distributed to interested constituencies.

## Self-Evaluation

The standard is substantially met. Systematic evaluation and course- and campus-based assessment processes support integrated academic planning. Significant progress has also been made toward addressing the development of SLOs. Specifically, all course outlines district-wide now contain appropriate, integrated student learning outcomes, and SLOs have been adopted for the seven areas of emphasis leading to associate degrees. Each of Norco's career/technical education programs has developed SLOs for its certificate/degree patterns. Finally, General Education SLOs have been approved at the district level, and the District Assessment Committee has begun the process of establishing a linkage between these larger SLOs and (1) transfer degree courses; and (2) degree and certificate programs at the colleges.

Beginning in the round of instructional program reviews that began in 2007-2008, clearly stated program-level SLOs are required as part of the comprehensive review process.

## Planning Agenda

- Continue comprehensive program review and assessment of disciplines, career/transfer certificate and degree programs, and student support programs and engage in annual program review updates to provide input into campus master planning.

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**II.A.2.g. If an institution uses departmental course and/or program examinations, it validates their effectiveness in measuring student learning and minimizes test biases.**

## Descriptive Summary

Three Norco disciplines—English as a Second Language (ESL), Reading, and Spanish — utilize departmental examinations as one means of measuring student learning.

The ESL discipline designed a common final exam for its highest level course in grammar and writing, consisting of a writing prompt and a grammar test, and administered it over a three-semester period from spring 2005 through fall 2006 (II.A.2-17). The ESL exam compares student scores to instructor expectations regarding a student's proficiency in the subject. It also compares the pass rate on the test to students' acquisition of the skills outlined in specific SLOs on the course outline of record. Based on feedback from the instructors and the results of the first administration of the exam, additional time was given for the writing section, an additional set of essay prompts was developed, and the grammar section was shortened to allow more time for the written portion. The second evaluation session revealed that although the pass rate was still low on the test, it more accurately reflected the students' acquisition of the skills outlined in the student learning outcomes that were being tested. The ongoing administration of this common exam will provide further validation of the exam's effectiveness in measure student learning.

Similarly, in 2004, the Reading discipline designed a common final exam for Reading 81, 82, and 83 (although the common final for Reading 83 was later discontinued) (II.A.2-18). The exam questions were developed based on the SLOs as stated in the Integrated Course Outlines of Record for each course. All full- and part-time faculty are required to administer the common exams although they are not required to include the scores in their semester grades. The reading discipline regularly conducts items analyses at the close of each semester, engaging in lengthy dialogue regarding

student performance and instructional methodology. District-wide, students have consistently demonstrated competency on the common final in Reading 81 and Reading 82 classes though a pattern of deficiencies emerged in questions pertaining to higher-order thinking skills. After reviewing the results for the Reading 82 common final, the discipline also identified a need to add more questions on connotation and the controlling point as well as figurative language.

The discipline discontinued its use of the Reading 83 common final after multiple semesters in which data consistently indicated that the construction of the test itself was unreliable and invalid and that the test questions were at the 16<sup>th</sup>-grade level.

The Reading discipline also engaged in a study with Institutional Research that revealed that the Accuplacer cut-scores used for placement into reading classes were excessively high. It made this determination by comparing the scores that students averaged on the Accuplacer upon completion of its courses with the cut-scores that had placed them into the course. The discipline found that although students' scores improved significantly after having successfully completed Reading 83, the average score was still lower than that required for entry into its classes. As a result of this new information, the discipline opted to lower its cut-scores in Reading 83.

In a recent validation study of the new placement cut-scores conducted by Matriculation and Institutional Research, over 90 percent of faculty and students who were asked whether students were properly placed in their current reading courses believed that the placement was accurate (II.A.2-19).

As a means of assessing student success in Spanish, instructors devised a common final exam for Spanish 1 and administered it to a representative group administered over

three semesters from spring 2005 to fall 2006 (II.A.2-20). Faculty members met to determine which questions might be appropriate to assess the learning outcomes listed on the Spanish 1 course outline of record. Questions for this exam were culled from test banks to create a carefully structured, five-part exam designed to coordinate with the SLOs required for successful completion of the entry-level Spanish 1 course. Results of the first administration indicated a need for increased pre-reading activities, reading comprehension instruction, and individualized writing practice.

All ESL instructors met to compose the writing prompt and grammar questions; all Spanish faculty were likewise involved in development of the Spanish 1 test bank questions. In both disciplines, every effort was made to minimize cultural bias in the development of test questions. A conscious effort was made by the disciplines to ensure that faculty developing test questions represented diverse cultural backgrounds. Moreover, some ESL and Spanish faculty have attended workshops on the topic of cultural diversity and, specifically, how to eliminate cultural bias from test questions. Both disciplines have reported that when a test question is discovered to have a cultural bias, the question is either removed or modified. All ESL and most common Spanish 1 exams are included in the grading process and are therefore included in the awarding of course credit.

In addition, external licensing exams play a comparable role for many vocational programs at the district level, such as nursing and cosmetology; at Norco Campus, external licensing or certification exams in real estate, construction technology, and computer information science provide comparable means of assessing learning effectiveness and minimizing cultural bias.

### **Self-Evaluation**

The standard is met.

### **Planning Agenda**

None

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**II.A.2.h. The institution awards credit based on student achievement of the course's stated learning outcomes. Units of credit awarded are consistent with institutional policies that reflect generally accepted norms or equivalencies in higher education.**

### **Descriptive Summary**

Norco Campus adheres to the requirements set forth by Title V and the State Chancellor's Office as well as to the standards established by the district and local academic senates and any articulation agreements with other community colleges and institutions to which students transfer. These regulations and standards clearly provide guidance in creating a curriculum which is appropriate in breadth, depth, and rigor for an institution of higher learning and which meets generally accepted standards for higher education. Norco Campus faculty strives to produce course content congruent with the goal of assisting students to accomplish approved course SLOs.

Students are evaluated for mastery of SLOs and awarded credit based on achievement of stated learning outcomes. Grades/credits received by students indicate achievement of learning outcomes by means of rubrics and/or outcomes published in instructor syllabi. The outcomes in the syllabi are required to be consistent with the SLOs for the CORs. All transfer courses have articulated agreements with surrounding four-year public and private colleges and universities; many non-transfer courses also meet criteria applicable for credit towards an A.A./A.S. degree. Developmental courses



also include critical-thinking skills and meet state and local criteria for appropriateness to mission, need, quality, feasibility, and compliance with local and state regulations.

### Self-Evaluation

The standard is met.

### Planning Agenda

None

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### II.A.2.i. The institution awards degrees and certificates based on student achievement of a program's stated learning outcomes.

#### Descriptive Summary

Norco Campus awards degrees and certificates upon completion of coursework in specific general education, occupational/vocational programs, and/or CSU-IGETC transfer areas (II.A.2-21, II.A.2-21). Courses in approved certificate and degree programs contain specific learning outcomes established by each discipline and approved/ reviewed by the Curriculum Committee. Once developed and approved, these outcomes are communicated clearly to students through discipline rubrics or listed outcomes published in instructor syllabi. Program and major requirements are clearly listed in the district catalog, on fliers in the admissions office and in the counselors' offices, and on the district and campus

#### List of References

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|----------|--|
| II.A.2-1 | Minutes: Norco Advisory Committee, sample  |
| II.A.2-2 | CCC <i>Program and Course Approval Handbook</i> , California Community College Chancellor's Office |
| II.A.2-3 | RCCD <i>Curriculum Handbook</i>  |
| II.A.2-4 | State Senate Policy on Prerequisites   |
| II.A.2-5 | "Best Practices": State Academic Senate Publication  |
| II.A.2-6 | COR <i>Guide</i> : District Curriculum Committee   |

websites. Disciplines and occupational programs are currently aligning specific program and course SLOs to the General Education SLOs proposed for all degrees granted in the district.

### Self-Evaluation

The standard is met. The college meets the minimum standards of awarding degrees and certificates based on the norms of higher education as well as approved district and program-based student learning outcomes. Significant progress has been made with regard to developing and measuring SLOs for career/technical and transfer programs and degrees. As stated in Standard II.A.2.b above, a majority of course outlines district-wide now contain appropriate, integrated student learning outcomes, and academic disciplines are working to establish general SLOs for their programs. Career and technical education programs have developed learning outcomes for their certificate/degree patterns. Finally, general education SLOs have been approved at the district level; program learning outcomes for areas of emphasis have been approved, and the District Assessment Committee has begun the process of establishing a linkage between these larger SLOs and (1) transfer degree courses; and (2) degree and certificate programs at the colleges.

### Planning Agenda

None

II.A.2-7	Minutes: Norco Academic Senate: Approval of Curriculum Process
II.A.2-8	Website: CurricuNet: <a href="http://www.curricunet.com/RCCD/">http://www.curricunet.com/RCCD/</a>
II.A.2-9	<i>Guide to Locally Developed Program Approval Process</i> for occupational programs
II.A.2-10	Distance Learning Manual: ACCJC
II.A.2-11	Website: 4faculty.org: <a href="http://4faculty.org/">http://4faculty.org/</a>
II.A.2-12	"Program Review: Developing a Faculty-Driven Process": State Academic Senate Publication, spring 1996
II.A.2-13	<i>Comprehensive Instructional Program Review Background and Guidelines</i>
II.A.2-14	Instructional Annual Program Review Template, sample
II.A.2-15a	<i>RCCD College Catalog: General Education SLOs</i>
II.A.2-15b	<i>Norco Campus Catalog: General Education SLOs</i>
II.A.2-16	Norco Assessment Project Summary; Office of Associate Dean of Student Success
II.A.2-17	Common Final Exam: ESL-55
II.A.2-18	Common Final Exam: REA-81
II.A.2-19	Report: Reading Placement Accuracy
II.A.2-20	Common Final Exam: SPA-1
II.A.2-21	<i>RCCD College Catalog: Associate Degree Graduation Requirements</i> , pp. 33-44
II.A.2-21	<i>RCCD College Catalog: Requirements for College Transfer</i> , pp. 45-50

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**II.A.3. The institution requires of all academic and vocational degree programs a component of general education based on a carefully considered philosophy that is clearly stated in its catalog. The institution, relying on the expertise of its faculty, determines the appropriateness of each course for inclusion in general education curriculum by examining the stated learning outcomes for the course.**

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**II.A.3.a. General education has comprehensive learning outcomes for the students who complete it, including the following: An understanding of the basic content and methodology of the major areas of knowledge: areas include the humanities and fine arts, the natural sciences, and the social sciences.**

#### **Descriptive Summary**

The District has addressed comprehensive learning outcomes for students completing general education degrees and transfer majors by developing General Education SLOs that address the major areas of knowledge referred to in this standard. Students completing A.A./A.S. degrees at Norco Campus and within the district are required to take courses that incorporate the humanities and fine arts and the natural and social sciences (II.A.3-1, II.A.3-2).

General education requirements in the district and at Norco Campus reflect the conviction that those who receive degrees must possess in common certain basic principles, concepts, and methodologies both unique to and shared by various disciplines. General education prepares the college student to comprehend and contribute to the modern world; to understand our regional, national, and international cultural diversity as well as our shared cultural heritage; to reinforce an awareness of self as well as others; and to instill an ongoing intellectual curiosity and commitment to learning. The subject matter of general education courses is designed to be general, broad, and introductory rather than specialized, narrow, or advanced. General education courses form a pattern of learning experiences designed to provide educational opportunities.

RCCD introduces students to a breadth of study via a minimum of 23 semester units taken from a selection of courses in Natural Sciences (3 units), the Social and Behavioral Sciences (6 units), the Humanities (3 units), and Language and Rationality (10 units). To comply with Title V requirements, the district and Norco Campus have identified student learning outcomes in seven areas of emphasis. These areas include: Administration and Information Systems; Communication, Media, and Languages; Fine and Applied Arts; Humanities, Philosophy, and Arts; Math and Sciences; Physical Education, Health, and Wellness; and Social and Behavioral Sciences.

All courses included in the areas of emphasis and the general education requirements are approved by the local and district curriculum committees (II.A.3-2, II.A.3-3). Introductory-level courses cover fundamental theories and methodologies of a given area of focus and introduce students to related subspecialties. Course-based outcomes identified as meeting general education requirements have been aligned to general education outcomes as an initial step in ensuring assessment of courses to general education.

### **Self-Evaluation**

The standard is met. The district and Norco Campus have developed General Education SLOs and have aligned these to specific course-based outcomes. Outcomes for seven areas of emphasis have been identified and are being implemented. Assessment of curricular patterns is ongoing.

### **Planning Agenda**

- Review general education requirements, continue campus-wide dialogue, and participate in district-wide dialogue regarding possible revision/update of the General Education majors.

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**II.A.3.b. General education has comprehensive learning outcomes for the students who complete it, including the following: A capability to be a productive individual and life-long learner: skills include oral and written communication, information competency, computer literacy, scientific and quantitative reasoning, critical analysis/logical thinking, and the ability to acquire knowledge through a variety of means.**

### **Descriptive Summary**

The district's recently reviewed and modified General Education SLOs (see Standard II.A.3.a above), adopted by the campus and incorporated in its mission statement, address those goals of higher education directed toward producing graduates with the ability to be productive in society and to continue the learning process throughout their lifetimes (II.A.3-1). In brief, the district's General Education SLOs include:

1. **Critical Thinking** (including problem-solving, argumentation, evaluation of rival hypotheses, generalizing appropriately, identification of assumptions and biases)
2. **Information Skills** (including computer literacy and effective location and use of information)
3. **Communication Skills** (including the ability to write, read, listen, and speak effectively)
4. **Breadth of Knowledge** (including the understanding of the basic content and modes of inquiry of the major knowledge fields, the use of the symbols and vocabulary of mathematics, the ability to respond to and evaluate artistic expression)
5. **Application of Knowledge** (including life-long learning, the ability to set goals for personal and professional development, the ability to transfer

academic and technical skills to the workplace)

6. **Global Awareness** (including the demonstration of teamwork skills, understanding of diversity and of alternate viewpoints, appreciation for civic responsibility) (II.A.3-1, II.A.3-4).

Requirements for an associate degree include successful completion of coursework in reading, writing, and mathematics as well as completion of coursework in oral communication, critical thinking, and scientific/quantitative reasoning. Students are required to take a minimum of three units of English composition and three units of communication and analytical thinking. (II.A.3-2). These requirements in analytical thinking, which include training in qualitative and quantitative reasoning, lay the groundwork for students to be able to acquire future knowledge from a variety of sources throughout their lifetimes.

The district and campus have identified student learning outcomes in seven areas of emphasis. These areas include: Administration and Information Systems; Communication, Media, and Languages; Fine and Applied Arts; Humanities, Philosophy, and Arts; Math and Sciences; Physical Education, Health, and Wellness; and Social and Behavioral Sciences.

### **Self-Evaluation**

The standard is met. The district has a full range of course offerings in all areas specified by the standard, including information competency and computer literacy. Additionally, the General Education SLOs address all elements of the standard (II.A.3-1, II.A.3-2).

### **Planning Agenda**

None

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**II.A.3.c. General education has comprehensive learning outcomes for the students who complete it, including the following: A recognition of what it means to be an ethical human being and effective citizen: qualities include an appreciation of ethical principles; civility and interpersonal skills; respect for cultural diversity; historical and aesthetic sensitivity; and the willingness to assume civic, political, and social responsibilities locally, nationally, and globally.**

### **Descriptive Summary**

As summarized in Standards **II.A.3.a** and **b** above, the District's recently reviewed and modified General Education SLOs and the outcomes for the seven areas of emphasis have been adopted by Norco Campus and incorporated in its mission statement. Together they address those goals of higher education directed toward producing graduates with an ability to act on ethical principles, to respect other cultures and styles of communication, to understand the impact of history and the arts, and to become productive and responsible citizens at all levels of human society. Norco Campus provides courses in all these areas that satisfy General Education SLOs as well as vocational and transfer degree requirements. Specifically, requirements for the associate degree include a minimum of three units from a cultural breadth category that includes ethnic studies, humanities, world religions, and international perspectives (II.B.3-2).

### **Self-Evaluation**

The standard is met.

### **Planning Agenda**

None

## List of References

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- II.A.3-1      *RCCD College Catalog: General Education SLOs*  
II.A.3-2      *RCCD College Catalog: Associate Degree Graduation Requirements*, pp. 33-44  
II.A.3-3      *RCCD Curriculum Handbook*  
II.A.3-4      "Report on RCCD Outcomes Assessment History" (DAC)
- 

### **II.A.4. All degree programs include focused study in at least one area of inquiry or in an established interdisciplinary core.**

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#### **Descriptive Summary**

As published in the 2008-2009 RCCD catalog, the general education requirements for the associate degree include 24 semester units spread over six general academic areas: Natural Sciences, Social and Behavioral Sciences, Humanities, Language and Rationality, Health Education, and Self-Development (II.A.4-1).

To major in a particular area of emphasis, students must successfully complete a minimum of 18 units distributed across identified courses in the disciplines included in that area.

All students seeking an associate degree from RCC-Norco must complete a minimum of 60 units. All degree programs include a focused study in at least one area of inquiry that encompasses a minimum of 18-21 units of study in a vocational or established interdisciplinary major area of the student's choice, plus a minimum of 24 semester units of General Education courses (II.A.4-1).

The degree requirements are listed in the catalog. The general education component of each degree program is clearly defined and specifies all courses that meet the general education requirements by academic department and course number.

Five hundred and fifty-seven Associate of Arts and Associate of Science degree awards and 261 local and state certificates were granted by the district to Norco Campus students during the 2007-2008

academic year (II.A.4-2). An overview of the academic degrees a student may be awarded upon graduation includes the following:

#### **Programs of study offered at Norco Campus:**

##### **Certificate/A.S. Degree Programs:**

- Accounting (General Business)
- Administration of Justice/Law Enforcement
- Architecture
- Art-Commercial
- Automated Systems (Mfg. Tech.)
- Business Administration
- Computer Applications
- Computer Programming
- Construction Technology
- Drafting Technology
- Early Childhood Education
- Electronics Computer Systems
- Electronics Technology
- Engineering Aide
- Engineering Software Applications
- Engineering Technology
- Human Resources
- Logistics Management
- Management (General Business)
- Marketing
- Mechatronics (Manufacturing Technology)
- Office Administration
- Real Estate

**A.A. Degree Programs:**

- Administration and Information Systems  
Communication, Media, and  
Languages Fine and Applied Arts
- Humanities, Philosophy, and Arts
- Math and Sciences
- Physical Education, Health, and  
Wellness

- Social and Behavioral Sciences

**Self-Evaluation**

The standard is met.

**Planning Agenda**

None

**List of References**

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- II.A.4-1        *RCCD College Catalog*  
II.A.4-2        *RCCD Fact Book, 2008*
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**II.A.5. Students completing vocational and occupational certificates and degrees demonstrate technical and professional competencies that meet employment and other applicable standards and are prepared for external licensure and certification**

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**Descriptive**

In accord with the Norco Campus mission statement, the institution provides a comprehensive curriculum, including career education and technical certificate programs. Norco's mission emphasizes the industrial and business needs of the areas served by the campus, which show continued growth in jobs in the manufacturing, engineering, and logistics fields.

RCC-Norco offers 51 career/technical certificate and 29 degree programs designed for comprehensive educational experience and/or possible transfer to four-year colleges and universities (see list in II.A.4 above). Career/technical programs are designed with industry and businesses to provide students with the skills and knowledge required for employment, licensure, and/or improvement of current levels of education and required skill competencies (II.A.5-1, II.A.5-2).

As a result, career/technical curriculum is revised biennially and regularly as part of

**Summary**

program review to reflect current skills needed in each vocational program. Each career/technical education program has an advisory committee that discusses essential employment skills and changes in curriculum (II.A.5-1). Because the objective of the career/technical certificate programs is immediate employment in a specialized area, certificate programs typically include only those courses that have a direct bearing on specialized occupational competency. Professional/technical competency is demonstrated through grades earned, mastery of program-level student learning outcomes, the ability to transfer course units to institutions of higher education, employment statistics, and student-satisfaction surveys (II.A.5-3). Another method of ensuring proficiency in the certificate program is that only courses in which the student earns a C grade or better are acceptable for completion of these programs.

The district's Office of Institutional Research is planning to work with the campus-based career/technical faculty and administrators

to develop an instrument to measure employers' perceptions of occupational education students and/or graduates. This measure will be used to gather performance data relative to Norco Campus's certificate- or degree-receiving students in the workplace. The results will be shared with the occupational education disciplines and be used to inform program changes and improvements. The Career/Transfer Center has been charged with developing a mechanism for tracking job placement of campus graduates.

### Self-Evaluation

The standard is substantially met.

### Planning Agenda

- Conduct employer surveys to assess the satisfaction of area employers with the performance of graduates of certificate and career/technical degree programs.
- Develop mechanisms for tracking job placement of program graduates.

### List of References

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- II.A.5-1 Minutes: Norco Advisory Committee, sample  
II.A.5-2 *Schedule of Classes*, fall 2008: Career and Technical Certificates and Degrees, pp 224  
II.A.5-3 CCSEQ, 2008
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**II.A.6. The institution assures that students and prospective students receive clear and accurate information about educational courses and programs and transfer policies. The institution describes its degrees and certificates in terms of their purpose, content, course requirements, and expected student learning outcomes. In every class section, students receive a course syllabus that specifies learning objectives consistent with those in the institution's officially approved course outline.**

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**II.A.6.a. The institution makes available to its students clearly stated transfer-of-credit policies in order to facilitate the mobility of students without penalty. In accepting transfer credits to fulfill degree requirements, the institution certifies that the expected learning outcomes for transferred courses are comparable to the learning outcomes of its own courses. Where patterns of student enrollment between institutions are identified, the institution develops articulation agreements as appropriate to its mission.**

#### Descriptive

#### Summary

Transfer-of-credit policies are explained in the college catalog, which details the policies

of the district regarding granting of credit from other institutions and includes advanced placement with credit, career advancement placement with credit, credit by examination, the College-Level Examination Program (CLEP) and the granting of credit for military service (II.A.6-1). Questions dealing with the equivalency of courses from other institutions are addressed by the Admissions and Records evaluator and by the appropriate discipline faculty (II.A.6-2). The Curriculum Committee requires proof of research on transferability of courses and the correspondence of SLOs to California State University and/or University of California institutions for all new coursework as well as any course revisions and/or updates. Information regarding transfer to four-year

institutions is provided in the college catalog and in information fliers and other handouts distributed by Counseling and Student Services (II.A.6-3, II.A.6-4, II.A.6-5).

Norco Campus awards degrees and certificates through Riverside Community College District upon completion of required work. Each course has specific learning outcomes established by the discipline and approved/reviewed by the curriculum committee. When these courses are accepted for articulation purposes by the receiving institutions, the district is assured of comparable learning outcomes. All faculty members list on their class syllabi student learning outcomes derived from the current course outline of record (II.A.6-6, II.A.6-7, II.A.6-8).

For articulation of courses to four-year colleges and other institutions, Norco Campus follows established articulation agreements utilizing Title V and State Academic Senate guidelines for transfer curricula (II.A.6-9). These guidelines clearly provide guidance in creating a curriculum which is appropriate for an institution of higher learning. Credit and transfer information is clearly made available to students in the district catalog; on fliers in the Admissions, counselors' and Student Services offices; and on the district and campus websites (II.A.6-3, II.A.6-4, II.A.6-5, II.A.6-10, II.A.6-11).

#### **Self-Evaluation**

The standard is met.

#### **Planning Agenda**

None

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**II.A.6.b. When programs are eliminated or programs requirements are significantly changed, the institution makes appropriate arrangements so that enrolled students**

**may complete their education in a timely manner with a minimum of disruption.**

#### **Descriptive Summary**

Norco Campus follows generally accepted procedures for addressing the needs of students and faculty in programs that are eliminated or substantially changed.

#### **Self-Evaluation**

The standard is met.

#### **Planning Agenda**

None

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**II.A.6.c. The institution represents itself clearly, accurately and consistently to prospective and current students, the public, and its personnel through its catalogs, statements, and publications, including those presented in electronic formats. It regularly reviews institutional policies, procedures, and publications to assure integrity in all representations about its mission, programs, and services.**

#### **Descriptive Summary**

Norco Campus utilizes multiple methods of ensuring that enrolled students, prospective students, the public, and college personnel receive clear and accurate information, including:

- The Norco Campus catalog
- Class schedules
- District and Norco Campus websites
- Individual course syllabi
- Brochures, flyers, and summary reports.

The district maintains a catalog that is updated every year. Beginning in the 2009-2010 academic year, separate catalogs will



be published for each of the three district campuses. The college publishes four schedules of classes each academic year: fall, winter intersession, spring, and summer. Each department works closely with faculty and the offices of the Dean of Instruction, the Vice President of Educational Services, and the Dean of Student Services, with input from the Associate Vice Chancellors of Academic Affairs and Institutional Effectiveness at the district level, to present current and accurate information to all interested constituencies (II.A.6-10, II.A.6-11, II.A.6-12, II.A.6-13a-e).

Due diligence has been exercised to ensure that the district/campus catalogs and schedules of classes are clear and accurate regarding policies, standards, articulation paths, and agreements. The campus/district website contains all information found in the catalog and in the schedules of classes and is updated as necessary during the year. Electronic representations of the institution's publications are updated by the district or local webmasters with input from individual faculty; department, discipline, senate or curriculum representatives; or college/district IT personnel.

At the beginning of each semester, all faculty members are required to submit a copy of the course syllabus for each class taught. Current-term course syllabi are housed in the office of the Dean of Instruction (II.A.6-7, II.A.6-8).

Brochures and flyers are developed by individual faculty, programs, and student services to provide specific information regarding programs and/or services. The Norco Outreach Department produces a packet of information about the college for distribution to local high schools and the public (II.A.6-14). All materials are reviewed annually for accuracy and clarity.

Working in cooperation with the district Public Information Office, Norco Campus makes available to its constituents and the community information about its mission, programs, and services. Reports and information items that provide accurate and timely information about the college include general-services flyers and outreach brochures.

#### **Self-Evaluation**

The standard is met. Of students surveyed in fall 2008, 75.8 percent "agree" or "strongly agree" that "Norco provides clear and accurate information about courses, programs, degrees and certificates to its students;" 80.5 percent of students surveyed agree that "[t]he college website is a source of accurate, helpful information" (II.A.6-15).

#### **Planning Agenda**

None

#### **List of References**

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|----------|--|
| II.A.6-1 | <i>RCCD College Catalog 2008-2009: Grading System</i> , pp 40-44                                   |
| II.A.6-2 | Admissions & Records: statement on granting of equivalent credit (challenge-process form)          |
| II.A.6-3 | <i>RCCD College Catalog 2008-2009: Requirements for College Transfer</i> , pp. 45-50               |
| II.A.6-4 | Counseling/Student services: sample flyers and information handouts about transfer                 |
| II.A.6-5 | Counseling: general-transfer information flyer   |
| II.A.6-6 | Website: CurricuNet: <a href="http://www.curricunet.com/RCCD/">http://www.curricunet.com/RCCD/</a> |
| II.A.6-7 | Sample Syllabus with listed student learning outcomes  |

- II.A.6-8 Norco Campus Syllabi Collection Grid; Office of the Dean of Instruction  
II.A.6-9 Website: California Community College State Academic Senate/Articulation agreements: <http://www.asccc.org>  
II.A.6-10 Website: RCCD Academic Programs information: <http://www.rccd.edu/programs/index.cfm>  
II.A.6-11 Website: RCC-Norco Academic Programs information: <http://academic.rccd.edu/norco/index.jsp>  
II.A.6-12 *RCCD College Catalog 2008-2009*  
II.A.6-13a *Schedule of Classes, fall 2008*  
II.A.6-13b *Schedule of Classes, winter 2009*  
II.A.6-13c *Schedule of Classes, spring 2009*  
II.A.6-13d *Schedule of Classes, summer 2009*  
II.A.6-13e Website: RCCD Schedules: <http://www.rccd.edu/schedules/index.cfm>  
II.A.6-14 Norco Community Outreach packet  
II.A.6-15 Report: 2008 Student Accreditation Survey
- 

**II.A.7. In order to assure the academic integrity of the teaching-learning process, the institution uses and makes public governing board-adopted policies on academic freedom and responsibility, student academic honesty, and specific institutional beliefs and worldviews. These policies make clear the institution's commitment to the free pursuit and dissemination of knowledge.**

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**II.A.7.a. Faculty distinguishes between personal conviction and professionally accepted views in a discipline. They present data and information fairly and objectively.**

#### **Descriptive Summary**

A specific statement concerned with academic integrity of the teaching/learning process and RCCD's institutional commitment to the free pursuit and dissemination of knowledge can be found in the *Faculty Handbook's* "Ethics Statement" (Appendix J, Faculty Academic Senate). This statement is a senate resolution (adopted in 2002 and approved by the Board of Trustees) to accept the California State Academic Senate's adoption of the Professional Ethics Statement of the American Association of University Professors (AAUP) for faculty (II.A.7-1).

Matters dealing with objectivity in faculty presentation of information are dealt with

through the Norco Academic Senate and in the context of department and discipline dialogue (II.A.7-2).

Through new-faculty orientation meetings and regular FLEX workshops for all full- and part-time faculty, Norco Campus demonstrates a commitment to communicating an awareness of the distinction between personal and professional views within a discipline. Faculty is at all times encouraged by discipline and department colleagues and through the regular improvement of instruction process to present data and information fairly and objectively.

#### **Self-Evaluation**

The standard is met.

#### **Planning Agenda**

None

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**II.A.7.b. The institution establishes and publishes clear expectations concerning student academic honesty and consequences for dishonesty.**

#### **Descriptive Summary**

Students and faculty at Norco Campus are informed of the district's policies on academic honesty and the consequences of dishonesty in the *RCCD Student Handbook* and on individual course syllabi given to each student in all classes during the first week of each semester (II.A.7-3, II.A.7-4). Issues of academic honesty and the consequences of dishonesty are also specified in Board Policy and its corresponding Administrative Procedures (II.A.7-5, II.A.7-6).

#### **Self-Evaluation**

The standard is met.

#### **Planning Agenda**

None

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**II.A.7.c. Institutions that require conformity to specific codes of conduct for staff, faculty, administrators, or students, or seek to instill specific beliefs or worldviews, give clear prior notice of such policies, including statements in the catalog and/or appropriate faculty or student handbooks.**

#### **Descriptive Summary**

As a public institution, RCC Norco imposes no specific beliefs or worldviews on its faculty, staff, administrators, or students, nor does it seek to instill such beliefs or worldviews.

#### **Self-Evaluation**

The standard is not applicable.

#### **Planning Agenda**

None

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**II.A.8. Institutions offering curricula in foreign locations to students other than U.S. nationals operate in conformity with standards and applicable Commission policies.**

#### **Descriptive Summary**

The college has long-standing study abroad programs in Florence and Oxford as well as more occasional programs in Japan, Central America, Paris, and Eastern Europe. Faculty teaching in these programs are the college faculty and the students enrolled in these programs are regular college students. Thus this standard does not apply.

#### **Self-Evaluation**

The standard does not apply.

#### **Planning Agenda**

None

#### **List of References**

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| II.A.7-1 | <i>Faculty Handbook, "Code of Ethics"</i>  |
| II.A.7-2 | District Academic Senate Academic Standards Committee – meeting minutes              |
| II.A.7-3 | <i>RCCD Student Handbook</i>   |
| II.A.7-4 | Sample course syllabus with statement on academic honesty/consequences of dishonesty |
| II.A.7-5 | Board Policy # 5500: "Standards of Student Conduct"                                  |
| II.A.7-6 | Board Procedure #5520: "Student Discipline"  |



## Standard II.B Student Support Services

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## *Standard II.B Student Support Services*

**The institution recruits and admits diverse students who are able to benefit from its programs, consistent with its mission. Student support services address the identified needs of students and enhance a supportive learning environment. The entire student pathway through the institutional experience is characterized by a concern for student access, progress, learning, and success. The institution systematically assesses student support services using student learning outcomes, faculty and staff input, and other appropriate measures in order to improve the effectiveness of these services.**

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**II.B.1. The institution assures the quality of student support services and demonstrates that these services, regardless of location or means of delivery, support student learning and enhance achievement of the mission of the institution.**

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### **Descriptive Summary**

Norco Campus incorporates a seamless matriculation process by providing student access to online and onsite support services. The availability of resources is designed to enhance learning, matriculation, and retention—integral parts of Norco’s mission statement. Continuous reevaluation of Student Services’ programs through quantifiable data and assessments enhance student access, progress, and learning as well as the success of its service areas. Student Services utilizes a variety of research-driven, decision-making processes, including regular self-evaluations through the utilization of student surveys and annual Program Review updates. Service Area Outcomes (SAOs) and Student Learning Outcomes (SLOs) resulting from this ongoing review are developed, maintained, and updated on a consistent basis (II.B.1-1). Student Services utilizes information and data from program reviews to maintain high-quality services within its various student services programs. Student-learning needs are also supported through the use of technology and online services integrated into the admissions and records, matriculation, and counseling processes.

The admissions process is a vital step towards successful student matriculation.

Admissions and Records is responsible for student applications, registration, fees, issuance of transcripts, evaluations, degree and certificate applications, graduation checks, veterans’ services, student transcripts, faculty records, and records retention. To assist faculty, staff and administrators, Admissions and Records procedures and timelines are updated regularly and distributed campus-wide prior to each term (II.B.1-2).

In order to stay current and provide an enhanced learning environment for students, Admissions and Records is moving towards a paperless office. Specifically:

- Students can apply and register online and conduct other business on the RCC website.
- Faculty records are now submitted almost entirely online, including census, early alert, final grade, attendance, and positive-attendance rosters. This gives students the ability to access grades as soon as they are submitted.

When a student submits an application for admission to Norco Campus, the Admissions and Records staff ensures proper application uploading processes for accuracy of relevant information to the college’s student

database, assigns a student identification number, and attempts a determination of the student's educational objectives.<sup>40</sup>

When a student submits high school, college/university, or military transcripts, a campus Academic Evaluation Specialist evaluates course prerequisites for courses completed successfully at another institution. In addition, an Academic Evaluator certifies completion of IGETC and CSU breadth requirements and processes applications for degrees and certificates. Veterans' Services provides students with documentation for all VA requirements, certifies students with the VA in order to receive funding for approved classes, and arranges enrollment in the Army ROTC through a cooperative arrangement sponsored by the Claremont Colleges and the Army. The Norco Campus Veterans' Task Force has been formed to make recommendations for implementation after the campus obtains rights as a certifying campus with Veterans' Affairs. Training of counselors and classified employees is underway in anticipation of this development.

As part of Norco's matriculation process, first-time college freshmen must participate in assessment, orientation, and counseling if they declare one of the following academic goals:

- To pursue an Associate of Arts or Science degree
- To transfer to a four-year institution
- To enroll in math, reading, writing or ESL courses
- To register for courses within certain certification programs.<sup>41</sup>

<sup>40</sup> The district offers an online application in English and Spanish; paper applications are also available. All applicants receive a letter in the mail with their student ID number, student rcc.edu email address, and information about assessment, orientation, and registration. Students applying online (80 percent of all applicants) receive an e-mail response with information about the college.

<sup>41</sup> Students who have completed 60 or more units, who have graduated from an accredited US college or university, or

Once the student completes the assessment process in English, reading and math, counseling faculty provide group orientations that lead to the development of a one-semester Student Educational Plan (SEP) (II.B.1-3). Counselors interpret test results and make recommendations for a one-semester SEP that supports individual and institutional learning objectives. Further, students are encouraged to meet individually with counselors to develop their two-year Student Educational Plan and identify personal and career objectives. Counselors refer individual students to the following support services as needed:

- Career/Transfer/Job Placement Center
- Disabled Student Programs & Services (DSP&S)
- Educational Opportunity Programs & Services (EOPS/CARE)
- Head Start Childcare Services
- Health Services
- Puente Program
- Student Financial Services
- Talented Tenth Program (T3p)
- Student Support Services
- Tutorial Services
- Writing/Reading/Math Centers

In order to ensure the quality of services provided to students, Student Support Services and counseling faculty systematically collect and review data to ensure the effectiveness of student support services through:

- Student persistence and success rates (II.B.1-4)
- Monitoring of retention and transfer rates (II.B.1-4)

those who plan to enroll in five units or fewer, are exempt from this process. Undecided students, who comprise over 30 percent of first-time attending students, must attend college orientation sessions and are strongly encouraged to develop a Student Educational Plan (SEP).

- Student Services Satisfaction Surveys (II.B.1-5a-b)
- Certificates awarded (II.B.1-4)
- A.A./A.S. degrees awarded (II.B.1-4)
- Weekend College Surveys. (II.B.1-6)

When areas for improvement are identified, Norco College utilizes the following forums to make recommendations:

- Department meetings (Student Services, Counseling, Admissions & Records, Financial Aid)
- Committee meetings (Student Equity, Talented Tenth Program, TRIO, and Student Success)
- Campus- and district-level Veterans' Task Force
- Strategic Planning Committee and its Teaching and Learning Subcommittee
- District Assessment Committee
- District meetings (Student Financial Services, DSP&S, EOP&S, Admissions & Records)
- District-wide Student Services Vice Presidents meetings.

In the student services area, administrators, faculty, and staff have developed a comprehensive series of student support services district-wide. Carefully designed student plans and a regular cycle of program review have been implemented to ensure that the quality of student support at each campus enhances student learning and supports the Norco and District missions. These include:

- Norco Matriculation Plan (II.B.1-7)
- Student Equity Plan (II.B.1-8)
- Program reviews for Student Support Services and Counseling (II.B.1-1, II.B.1-9)
- Student Services SLOs and SAOs. (II.B.1-1)

In addition, Student Services relies upon Norco's Educational Master Plan, the

Technology Standards, and the District Strategic Plan for guidance in developing and enhancing student learning and student support services. Student Services at Norco also carefully reviews studies conducted and analyzed by the district's Office of Institutional Research and Reporting and Norco's Associate Dean of Student Success.

To assist in evaluating its services and programs, a comprehensive annual student services program review process is continuously implemented. The annual program review process provides a comprehensive evaluation of services to reinforce the relationship between student services, its service population, and the elements of the mission statement related to student learning, progress, and retention.

In addition to using program reviews to enhance the educational experience, student services personnel interact and maintain an ongoing dialogue with district constituencies in order to enhance effectiveness and the delivery of specific services that are offered as part of RCCD Student Services functions. Such services include Disabled Student Services, Student Financial Services, Educational Opportunity Programs and Services, International Student Services, and Veterans Student Services.

### **Self-Evaluation**

The standard is met. Norco student services programs have been successful in their efforts to provide services and resources that successfully contribute to students' personal and academic growth. Student service programs at Norco Campus are interrelated and complement each other in order to enhance the educational experience and maintain a supportive learning environment. The institution is successfully pursuing appropriate research and utilizing standardized measurement tools to assess and improve the effectiveness of its student

learning programs and services through its annual program review process.

Recent data on matriculation and persistence indicate that our matriculated students are more likely to continue enrolling in future terms at the institution than students who do not complete the matriculation process.<sup>42</sup> All student service areas are expected to develop and assess their student learning outcomes (SLOs) and/or service area outcomes (SAOs) as part of their annual program review process.

### **Planning Agenda**

All student services areas will demonstrate complete, ongoing cycles of assessment by 2010-2011.

<sup>42</sup> A report on matriculation and persistence of first-time college students conducted from fall 2001 to fall 2004 indicated that first-time freshmen persist at a higher rate as a result of their participation in the following three student services areas: Assessment, Orientation, and Counseling (also known as AOC). In a follow-up study of fall 2005 and fall 2006, students receiving assessment and Student Educational Plans were more likely to persist to the following spring semester.



## List of References

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II.B.1-1	Student Services Program Review 2008
II.B.1-2	Admissions & Records timeline, spring 2008, sample
II.B.1-3	One-semester Student Educational Plan form
II.B.1-4	RCCD Fact Book, 2008
II.B.1-5a	Student Service Satisfaction Surveys
II.B.1-5b	CCSEQ, 2008
II.B.1-6	Weekend College survey
II.B.1-7	Norco Matriculation Plan
II.B.1-8	RCCD Student Equity Plan
II.B.1-9	Annual Instructional Program Review: Counseling

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## II.B.2. The institution provides a catalog for its constituencies with precise, accurate, and current information concerning the following:

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### Descriptive Summary

Through the 2008-2009 academic year, the district provided a comprehensive catalog for its constituents with precise, accurate, and current general information about the district services; requirements for matriculating students; policies that affect students; and information on degrees, certificates and transfer requirements. Separate catalogs for Riverside City College and the Norco and Moreno Valley campuses are being published for the 2009-2010 academic year. Campus-specific information, including lists of faculty and administrators; the campus mission statement, along with the district mission statement; designation of the campus location(s) for each of the district's curricular programs/certificates; and a listing of all courses offered on the campus, are included in the *2009/10 Norco Campus Catalog* (II.B.2-1).

### II.B.2.a. General Information

- Official name(s), address(es), telephone number(s), and website address of the institution
- Names of members, Board of Trustees

- Names and titles of administrators
- Mission Statement, Goals, Vision, and Values
- Course, program, and degree offerings
- Academic calendar
- Student financial aid
- Veterans Assistance
- Food services and health centers
- Learning resources
- Names and degrees of faculty
- Campus locations
- Essential student information in Spanish
- Student information for counseling, athletics, disabled-student services, clubs and organizations, transfer services, honors program, and job-placement services
- Special student services (workforce preparation, TRIO programs, EOPS, tutorial services)

### II.B.2.b. Requirements

- Admissions and registration of students
- Limitations on enrollment

- Matriculation
- Student fees and other financial obligations
- Degrees, certificates, graduation requirements
- Transfer requirements & programs
- Acceptance of transfer credits
- Policies on prerequisites, co-requisites, and advisories
- Grading system

#### **II.B.2.c. Major Policies Affecting Students**

- FERPA information
- Academic regulations: standards of conduct and scholarship
- Nondiscrimination
- Grievance and complaint procedures
- Sexual harassment
- Refund of fees
- Academic honesty
- Academic freedom

The *Norco Campus Catalog* is available to all students online and for purchase at the campus bookstore. All faculty, counselors, and administrators are provided with copies of the catalog as well as all campus libraries, the public library, and local high school counselors. Copies of the catalog can also be accessed at the Norco Campus Counseling and Transfer Centers. The catalog is fully searchable on line and accessible through the district website and the RCC Norco Campus webpage (II.B.2-2a, II.B.2-2b).

#### **II.B.2.d. Locations or Publications Where Other Policies May be Found**

District publications, including the course schedule and/or the *Student Handbook*, complement the college catalog and contain campus-specific information as well as such basic information as admissions forms, matriculation and registration, financial aid,

student services, campus maps, and major policies affecting students (II.B.2-3a-d, II.B.2-4). Both are free to students and the community and incorporate a variety of additional information including:

- Distance Education (Open Campus)
- Weekend College
- Learning Communities
- ESL support services and testing
- Military credit
- Campus resources
- Time management tips
- Academic success tips
- Tutorial Services information
- Student Conduct Code and related disciplinary and grievance procedures

The district *Student Handbook* is available in the Counseling and Student Services departments. It is also provided during orientations and guidance courses. The course schedule, *Norco Campus Catalog*, and district *Student Handbook* are available online and are fully searchable via the district and campus websites. Norco Student Services hours are clearly posted online. Students can also find schedules of classes in Admissions and Records, the college bookstore, the campus and local public libraries, and at local high schools. The course schedule is mailed before every academic session to continuing students and to selected constituencies and public agencies within the campus service area.

#### **Self-Evaluation**

The standard is met. The campus provides a catalog that includes information about programs, courses, and services available at the Norco Campus. This information is precise and accurate. Norco's Academic and Student Services divisions will continue to participate in formulating recommendations regarding the format, design, and appropriate information for inclusion in the

Norco Campus Catalog, Schedule of Classes, and all district-wide publications.

## Planning Agenda

None

### List of References

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II.B.2-1	Norco Campus Catalog 2009-2010
II.B.2-2a	Website: RCCD Schedules / link to Norco Campus Catalog 2009-2010: <a href="http://www.rcc.edu/schedules/index.cfm">http://www.rcc.edu/schedules/index.cfm</a>
II.B.2-2b	Website: RCC Norco / link to Norco Campus Catalog 2009-2010: <a href="http://www.rcc.edu/norco/index.cfm">http://www.rcc.edu/norco/index.cfm</a>
II.B.2-3a	Schedule of Classes, summer 2008
II.B.2-3b	Schedule of Classes, fall 2008
II.B.2-3c	Schedule of Classes, winter 2009
II.B.2-3d	Schedule of Classes, spring 2009
II.B.2-4	RCCD Student Handbook

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### II.B.3. The institution researches and identifies the learning support needs of its student population and provides appropriate services and programs to address those needs.

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**II.B.3.a. The institution assures equitable access to all of its students by providing appropriate, comprehensive, and reliable services to students regardless of service location or delivery method.**

#### Descriptive Summary

Student Services administrators, faculty, and staff at Norco Campus rely, in part, on data provided by the Office of Institutional Research and Reporting to identify emerging learning support needs of students and to develop or modify plans to meet those needs. In addition to these basic data and research studies, a range of measurement tools is utilized in order to effectively serve the diverse needs of the student population that includes:

- Program review data from Counseling and Student Services program reviews (II.B.1-1, II.B.1-9)
- Matriculation Plan data and information (II.B.1-7)

- Online services data (admissions application, Web Advisor registration, schedules of classes, college catalog, etc.) (II.B.3-1)
- Student surveys (II.B.1-5a-b, II.B.1-6)
- Assessment (placement) results for English, Reading, Mathematics, and ESL
- Outreach activities (II.B.3-2)
- Diversity Scorecard and Student Equity data (II.B.3-3)
- Term enrollment and headcount figures
- Student demand for services, including counseling appointments, tutoring, EOPS appointments, student inquiries, job-placement services usage, Health Center appointments, DSPS applications and services usage, transfer rates, and financial aid appointments.

In addition, a variety of appropriate, reliable student services has been established to ensure equitable access to all

students in the Norco service area. These include:

- Guidance 45 (Introduction to College) at feeder high schools (II.B.3-4)
- Student Educational Plan (SEP) (II.B.3-5a, II.B.3-5b)
- Early Alert to notify students who are in need of academic intervention (II.B.3-6)
- Bilingual workshops and handouts (II.B.3-7)
- Specialized ESL testing and orientation sessions (II.B.3-8)
- Student financial services orientations and workshops offering assistance in completing the FAFSA, the Board of Governor's Fee Waiver (BOGFW), and Cal Grant forms (II.B.3-9)
- Scholarships and scholarship workshops (II.B.3-10a, II.B.3-10b)
- Categorical programs, such as EOPS/ CARE , DSP&S, Title V, and TRIO (II.B.3-11a, II.B.3-11b)
- Student Equity Plan programs (II.B.1-8)
- Talented Tenth program (II.B.3-12)
- Classroom visitations to inform students of support services (II.B.3-13)
- Information tables on campus staffed by student support services staff or departments (II.B.3-14)
- Transfer days and information tables on campus staffed by representatives of local transfer institutions. (II.B.3-15, II.B.3-16)

In response to student demand, the campus has increased its efforts to reach out to the community and target specific student populations more effectively. Outreach staff participates in quarterly meetings with high school counselors as well as ELAC meetings at the high schools designed to increase support for students with limited English language

skills (II.B.3-17a, II.B.3-17b). Services provided for high schools include:

- On-site visitations through the Student Ambassador Program (II.B.3-18)
- Participation in college fairs at the high schools (II.B.3-19)
- High School Visitation Days for seniors (II.B.3-20)
- English Language Learner Day for limited-English-speaking high school students (II.B.3-21)
- Day of the Mustang for students who completed Guidance 45: Introduction to College or the assessment test in high school (II.B.3-22)
- Talented Tenth Program providing additional support to entering African-American students (II.B.3-23)
- Participation in monthly workshops held at the Corona Public Library designed to provide information to parolees about Norco College programs and services (PACT).

These types of programs ensure that new Norco Campus students receive appropriate and equitable access to higher education and student learning support.

Within the last few years, a full range of online services has been employed to enhance comprehensive access for current and prospective students. Students are now able to utilize the following web services regardless of location:

- Admissions application
- Assessment testing information and monthly calendars
- Schedule of classes including dates and times of classes across the district, final exams schedule, policies affecting students, and financial aid information and campus maps
- Norco library (LAMP) online periodicals, books, and streaming video

- Staff/faculty directory
- Distance education information and courses (Open Campus)
- Online probation and re-admit workshops accomplished online.

Currently enrolled students are able to access an array of online services through Web Advisor; they can:

- Add or drop classes
- Pay fees
- Obtain financial aid fee waivers
- Request official transcripts
- Print out unofficial transcripts
- Check grades
- Search for classes
- Browse class schedules
- Complete online skills workshop
- Link to student email.

In addition, as discussed in Standard II.B.1, the Norco Admissions and Records office performs degree audits, transcript evaluations, processing of graduation applications and record reporting.

The following student support services guarantee equitable access to all students:

- **Career/Transfer/Job Placement Center:** The Career/Transfer Center is responsible for assisting students with career, employment, and transfer opportunities. The Career/Transfer/Job Placement Center works in conjunction with a variety of other student services offices to enhance students' academic, professional, and personal experiences. Services include access and training in the use of such online career programs as EUREKA and ASSIST (II.B.3-24, II.B.3-25). The Career/Transfer Center is also responsible for administering workshops, visitations by university

representatives, and job-placement agencies.

- **Disabled Student Programs & Services (DSP&S):** DSP&S is dedicated to providing equal access and reasonable accommodations for disabled students to all educational and programmatic opportunities at Norco Campus (II.B.3-11a). DSP&S encourages, supports, and empowers students with disabilities to attain their educational goals by providing reliable, appropriate, comprehensive, and accessible services to students with qualifying, documented disabilities. The DSP&S program began at the Norco Campus in 1991; during the 2007-2008 academic year, the Norco DSP&S program served 338 students.

- **Educational Opportunity Programs & Services (EOPS/CARE):** As a state-funded program, EOPS/CARE is designed to facilitate the success of financially and educationally disadvantaged students (II.B.3-11b, II.B.3-26). The program focuses on recruitment, matriculation, retention, and student success. Services include registration assistance, EOPS mandatory orientations, academic counseling, book services, tutoring, and transfer information. The Cooperative Agencies Resources for Education (CARE) program is an extension of EOPS for those single parents/heads of households receiving TANF/CalWORKS cash aid for themselves and/or their dependent children, at least one of whom must be under the age of 14. Services provided include bus passes and parking permits, books and supplies, and child-care assistance. In 2006-2007, the Norco Campus EOPS/CARE program had a

combined enrollment of 143 students (II.B.3-27). EOPS/CARE enrollment growth was stagnant from June '07 to July '08, increasing to only 146 students. Beginning in fall 2008, responsibility for Norco's EOPS program was shifted from the district to the campus, and plans were put in place to add an Associate Dean of Special Funded Programs with the goal of increasing EOPS enrollments in advance of the college's accreditation. Under campus leadership, EOPS enrollments alone have increased to 177 with 10 additional completed applications awaiting review as of March 2009. The campus has established a goal of 400 EOPS students by the end of the fall 2009 semester.

- **Health and Wellness Services:** Health Services, an educational program focusing on health and the prevention of disease, contributes to student wellness, providing care and assistance when illness and injury interferes with a student's academic and personal success (II.B.3-28). During the 2007-2008 academic year, health services at the Norco Campus served 568 students.
- **Outreach:** Outreach Services partners with local community organizations, businesses, and high schools to educate, promote, and encourage prospective students, including students with limited English. Through these partnerships, students are able to better understand the college process, and they have an opportunity to access valuable resources related to degrees, certificates, and transfer opportunities (II.B.3-29, II.B.3-30, II.B.3-31, II.B.3-32).
- **Puente Program:** Puente, a statewide program funded jointly by the University of California and the California Community Colleges, offers under-represented students opportunities for counseling, mentoring, and intensive writing within the framework of a learning community focused on Latino issues and themes. The current Puente program was implemented at Norco in September 2001 and has served approximately 240 students in their efforts to transfer to four-year colleges and universities, to graduate with a college degree, and to return to their communities as mentors and professionals (II.B.3-33a, II.B.3-33b).
- **Student Financial Services:** The goal of Financial Services is to assist all financially needy students to reach their educational goals by providing financial programs for higher education (II.B.3-34). The office provides assistance through literature, the student financial services website, on- and off-campus outreach activities, workshops in both English and Spanish, and individual appointments for students and families. In 2007-2008, a total of 4705 Norco students received financial aid awards totaling over 7.3 million dollars.
- **The Talented Tenth Program (T3p):** T3p is based on W.E.B. DuBois' vision of an educated population of African-Americans prepared to contribute to the citizenry, able to be successful in the workplace, and responsible for helping their community to succeed. The purpose of the program is to promote academic success for all students, with a primary focus on African-American students at Norco Campus. The goal of the program is to help

students reach their educational and career goals (II.B.3-12). Fifty-four students were served by the Talented Tenth Program in 2007-2008.

- **Title V:** Title V is a federally funded grant under Title V of the Higher Education Act of 1965. Norco Campus currently has been awarded a Title V Cooperative Grant that provides the opportunity to research and develop projects that improve quality of education and reflect on community colleges as learning environments by means of building strong collaborative partnerships. The main goals of this grant include the following: assist faculty in improving understanding of students and learning, reorganize and strengthen the curriculum in English as a Second Language and Mathematics to better address the needs of the targeted population, and increase the numbers of students who pursue careers in teaching at community colleges by providing an internship program.
- **TRIO Programs:** TRIO grant programs at the Norco Campus consist of Upward Bound (UB) and Student Support Services (SSS) (II.B.3-35, II.B.3-36a, II.B.3-36b, II.B.3-37). TRIO programs provide fundamental support to participants who have demonstrated strong academic potential in their preparation for higher education. In its efforts to increase the number of first-generation and low-income students who obtain a postsecondary education, TRIO offers academic guidance and support designed to prepare and motivate students for success in higher education.
- **Upward Bound:** Upward Bound provides fundamental academic

support and guidance to high school participants in their preparation for college entrance. The program provides services to participants to help them succeed in their pre-college performance and ultimately in their post-secondary pursuits. Participants must be from low-income families in which neither parent holds a bachelor's degree. Eligible students must be enrolled in a high school within the Corona-Norco Unified School District. The goal of Upward Bound is to increase the rate at which participants complete secondary education and enroll in and graduate from institutions of postsecondary education. During the 2007-2008 academic year, the Norco Upward Bound program served 105 high school participants. Corona-Norco USD's Upward Bound Program served 65 participants, and the Norte Vista Program served 50.

- **The SSS Program:** The SSS program (Student Support Services) is Norco campus-based and very different from Upward Bound. SSS offers qualifying college students a strong academic support system and learning community that will help them achieve their educational goals to graduate from Norco Campus and/or to transfer to a four-year college or university. SSS is committed to increasing student academic retention and improving graduation and transfer rates of students through financial assistance, academic and educational counseling (II.B.3-37). In the 2007-2008 academic year, 171 students received services through the Norco SSS Program.
- **Tutorial Services:** Tutorial Services provides support outside of the classroom through the use of peer

tutors (II.B.3-38a). This program is committed to providing a learning-enhanced environment that fosters academic confidence and success, intellectual and personal development, student retention, career planning, and leadership opportunities. During the 2007-2008 academic year, Tutorial Services at Norco served approximately 952 students in a variety of subject areas (II.B.3-38b).

- **Student Activities/Associated Students of Norco Campus (ASNC):**

The Student Activities Office is charged with the development and implementation of co-curricular programs. In collaboration with the Associated Students of Norco Campus (ASNC). Student Activities is providing students with leadership and personal mentorship through participation in meetings, workshops, and co-curricular activities. Student Activities provides opportunities for student involvement in the following areas:

- Clubs and organizations (II.B.3-39)
- Student government (ASNC) (II.B.3-40, II.B.3-41 a, II.B.3-41 b)
- Cultural activities (II.B.3-42)
- Guest speakers
- Entertainment and recreation
- Community service
- Volunteer services

Students involved in campus life enhance their college experience and develop lasting friendships as well as academic and professional skills. The Associated Students of Norco Campus (ASNC) provides students with the opportunity to become involved in campus- and state-wide committees and councils as student representatives. Students can also join one of the 16 active student

clubs and organizations on campus (II.B.3-39).

### Self Evaluation

The standard is met. Norco Campus administrators, staff, and faculty at Norco utilize district institutional research data to successfully identify the specific needs of the Norco student populations. The campus has consistently increased its commitment to provide appropriate, comprehensive, reliable support to its students regardless of location or method of delivery. Overall, 72.6 percent of students surveyed in fall 2008 “agree” or “strongly agree” that “[v]arious Norco student support services (counseling, library, tutorial services, etc.) are open enough hours and days of the week to allow [them] adequate assistance for [their] educational needs” (II.B.3-43).

Norco Campus Student Services is committed to increasing and expanding access to all targeted student populations through the continuous improvement of its support services. Various plans are underway to accomplish this, including:

- Working closely with the Public Relations Office to establish relationships with local community stakeholders beyond high schools
- Implementing the campus plan for adding intercollegiate sports and athletic opportunities to the Norco Campus
- Decentralization of various student services functions, including matriculation, EOPS, DSPS, Health Services, Student Financial Services, Food Services, and Job Placement, from district oversight to direct supervision by Norco Campus administrators.

### Planning Agenda

- Submit final project proposal for Center for Health, Wellness and



Kinesiology to provide facilities for expansion of athletic programs.

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**II.B.3.b. The institution provides an environment that encourages personal and civic responsibility as well as intellectual, aesthetic, and personal development for all of its students.**

### **Descriptive Summary**

Norco Campus strives to provide a positive environment that encourages personal and civic responsibility as well as intellectual, aesthetic, and personal development for all of its students. Norco utilizes information obtained from student satisfaction surveys, matriculation data, program reviews, and the Student Equity Plan in order to evaluate the quality of the college environment. Student Services encourages all constituencies to engage in a continuing dialogue regarding the relationship between services and the learning environment at Norco through the following forums:

- Norco Strategic Planning Committee (NSPC) and subcommittees
- Norco Academic Planning Council (NAPC)
- Curriculum committees
- Student Services' program review process
- Assessment plans developed with the assistance of the District Assessment Committee and the Norco Campus Associate Dean for Student Success
- Student Equity Committee
- Associated Students Norco Campus meetings and activities.

Besides these formal means of engaging in dialogue about providing a positive learning environment, Norco Campus promotes individual intellectual and personal development through peer mentoring,

counseling, transfer, and job fairs. In addition, Norco programs such as Title V, Puente, TRIO, Talented Tenth Program (T3p), and the Norco Honors Program further contribute to the development of an enhanced learning environment. Norco staff members involved in these programs strive to provide students with opportunities to explore their personal and career potential outside of the classroom as well as to develop skills needed to succeed in the community and the workforce.

Norco Student Activities supports and maintains events, programs, and activities designed to encourage personal and civic responsibility and co-curricular involvement as well as academic and personal success. In brief, Norco Student Activities, in collaboration with the Associated Students, provides and sustains an environment that encourages personal and civic responsibility through the following means:

- Eleven shared-governance committees and sub-committees with student participation
- Regular student senate meetings that promote dialogue and contribute to the strategic planning process of the campus
- Student representation at the state level
- Student activities and workshops that promote leadership and personal growth
- Student participation at regular and committee meetings of the Board of Trustees.

These activities encourage students to implement theories regarding personal and social or civic responsibility learned in the classroom and to develop skills that can be transferred successfully into their professional, personal, and community endeavors.

The Associated Students of Norco Campus (ASNC) further promotes civic responsibility through the implementation of leadership

workshops and retreats. ASNC offers opportunities for students to enhance their academic and personal experiences; these include:

- Cross-cultural events (II.B.3-44)
- Health fairs (II.B.3-45)
- Leadership workshops (II.B.3-46)
- Participation with faculty and staff in Norco Strategic Planning and Accreditation Committees (II.B.3-47a-d).

Finally, Norco Campus offers a variety of cultural and aesthetic activities, encouraging students to participate in these events as part of their aesthetic and personal development:

- Frequent cultural events during College Hour (Tuesdays and Thursdays at 2:00), including:
  - ◆ Hispanic and Black History Month activities (II.B.3-48, II.B.3-49)
  - ◆ Cinco de Mayo celebrations
  - ◆ Musical presentations (II.B.3-50)
  - ◆ Guest Speakers (II.B.3-44)
  - ◆ Entertainment events (II.B.3-42)
- Plays and performances offered by the Theatre Arts program (II.B.3-51)
- Guest lecturers, including Convocation and Commencement speakers (II.B.3-52, II.B.3-53)
- Music Performances by Music @ Norco (II.B.3-54)

### Self Evaluation

- The standard is met. Norco Campus provides a variety of activities, events, workshops, and services that create an environment of civic and social responsibility for its student population. New activities are being developed every year that enrich students' personal development and adapt to their changing needs and interests. For example, the Student Activities

department is in the process of developing an academic course that offers campus leaders an opportunity to participate in a leadership course designed to enhance their civic and personal development while providing them with a vehicle to market their skills. The Talented Tenth Program is also quite active in devising new cultural presentations for African-American students and the college community as a whole. Norco Campus has a culture that continually uses data and dialogue to expand and/or modify programs and services as the campus enrollment grows and changes in order to provide an environment that enhances students' sense of responsibility as well as their intellectual, personal, and aesthetic development. In a fall 2008 survey of students, 61.1 percent of the respondents "agree" or "strongly agree" that "Norco supports various co-curricular activities that foster the intellectual, ethical and personal development of all of its students" (II.B.3-43).

### Planning Agenda

- Provide expanded meeting and workspace with the opening of the Student Success Center in fall 2010.

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**II.B.3.c. The institution designs, maintains, and evaluates counseling and/or academic advising programs to support student development and success and prepares faculty and other personnel responsible for the advising function.**

### Descriptive Summary

As part of Riverside Community College District, Norco maintains a full, self-contained counseling and student support program. The district-wide Counseling comprehensive program review and annual campus

Counseling and Student Services program review are among the means by which counseling and academic advising design, maintain, and evaluate their programs' effectiveness in supporting student development and success.

The 2007-2008 Student Services program review document delineates clear student learning outcomes (SLOs) and service area outcomes (SAOs) for Counseling and other academic advising programs, including professional development and ongoing education of counselors in the use of technology to improve student success (II.B.1-1). The program review also reports the results of self-evaluation in terms of adequacy of staffing, student contact hours, and feedback from Student Satisfaction Surveys. Information specific to the Norco Campus is broken out and used in assessing the need for additional counselors, the evaluation of numbers of students served, and the degree of success in serving students. In 2006-2007, after reviewing matriculation data indicating that students completing a full two-year Student Educational Plan (SEP) have a significantly greater probability of being academically successful than those who do not have a plan, the Counseling discipline devised a strategy to increase the number of first-year students completing SEPs. A "yellow-card" system was created, targeting first-time freshmen going through orientation.<sup>43</sup> When students received the card at their homes reminding them to schedule an academic appointment, there was a very positive response. As a result of the yellow-card system, the number of students seen by appointment increased by 10 percent from 2006 to 2007. The number of students seen by an academic counselor in fall 2008 who completed a Student

<sup>43</sup> The "yellow-card" system is an appointment card that students fill out during their mandatory orientation session, which includes their mailing address. At the end of the orientation, the cards are collected and then counseling staff sends the cards to students' homes, reminding them that it is time to schedule their educational appointments.

Educational Plan (SEP) increased by 11.6 over the fall 2007 total.

The annual campus-based program review update has facilitated planning that is more closely tied to campus and student needs (II.B.1-9). For instance, the 2007-2008 program review indicated that the ratio of counselors to students at Norco was 1: 2,491, providing evidence and support for approval of the recruitment of additional counseling staff for the campus in fall 2009.

All counselors and staff in the Counseling department and Student Support Services offices are carefully recruited and selected and meet all the necessary minimum requirements for their positions. They are regularly evaluated through peer, administrative, and student evaluations (II.B.3-55, II.B.3-56). Once highly qualified personnel are hired and trained, Norco Campus provides numerous opportunities for the Counseling faculty and staff to improve and upgrade their skills and knowledge. Such opportunities include:

- Norco Counseling Discipline meetings and workshops (II.B.3-57)
- Attendance at UC and CSU local and regional academic counseling conferences (II.B.3-58)
- College-sponsored staff-development training and workshops, including 4faculty.org modules for counselors (II.B.3-59)

### **Self-Evaluation**

The standard is met. Norco Campus maintains satisfactory academic advisement programs to support student development and success while planning for future expansion of counseling personnel to accommodate projected enrollment growth. In fall 2008, 66.7 percent of students surveyed agreed that "[s]tudents receive adequate academic advising at Norco Campus" (II.B.3-43). As a result of campus-

specific planning, it is anticipated that the increase in Norco students completing SEPs will result in significant increases in term-to-term persistence in the coming years. The addition of more counseling staff will necessitate increased office space and technology to support these services. Counseling will continue to employ methods designed to increase the number of students completing Educational Plans (SEPs) at the Norco Campus.

### Planning Agenda

- Pursue additional counseling staff to reduce the campus's student-to-counselor ratio.

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**II.B.3.d. The institution designs and maintains appropriate programs, practices, and services that support and enhance student understanding and appreciation of diversity.**

### Descriptive Summary

The student body is reflective of the community it serves. Fall 2007 data on Norco student demographics indicate the following ethnic and gender composition for the campus:

- Female students - 59%
- Male students - 40%
- White - 34%
- Hispanic - 37%
- African-American - 8%
- Asian - 10%
- Other - 2%

In terms of ethnicity, the Norco Campus's demographics closely mirror the demographics of the community it serves. For example, there are a large percentage of Hispanic students who speak English as a Second Language. The campus also serves

international, disabled, veteran and re-entry students. With regard to gender, Norco Campus, like many other community colleges across the nation over the past decade, has a majority of female students. In addition, 68% of the student body is under 25 years of age.

In response to this demographic data, Norco offers a wide variety of programs and activities that respond to these indicators as well as promote and contribute to student understanding and appreciation of diversity. These include:

- Educational Opportunity Programs and Services (EOPS) (II.B.3-11b, II.B.3-26)
- Disabled Student Programs and Services (DSP&S) (II.B.3-11a)
- Puente Program (II.B.3-33a, II.B.3-33b)
- Talented Tenth Program (T3p) (II.B.3-23)
- Student government (ASB)
- Celebrations of diversity through campus activities during state or federally designated months (Hispanic Heritage; Asian-Pacific Heritage; African-American Heritage; Veteran's Month; Women's History) (II.B.3-42)
- Multicultural Advisory Council Events (II.B.3-42)
- ASNC-Sponsored Community Service activities (Breast Cancer Walk; Thanksgiving Food Drive; Toy Drive) (II.B.3-42)
- Campus clubs and organizations reflecting social, cultural, religious, and ethnic diversity:
  - ◆ Le Club France
  - ◆ Anthropology Club
  - ◆ Latinos Promoting Education and Culture (LPEC)
  - ◆ Puente Club

- ◆ Advocating for Children and Society (ACES)
- ◆ T3p/AAL (African-American Leaders)
- ◆ Mustangs for Christ
- ◆ Alpha Gamma Sigma (AGS)
- ◆ Choir Club
- ◆ Food Not Bombs
- ◆ Green Institute of Village Empowerment (GIVE)
- ◆ Student Game Creation
- ◆ Norco Voice
- ◆ Students in Free Enterprise (SIFE)
- ◆ Towards Reestablishing Unity, Strength, and Tranquility (TRUST)
- ◆ Entrepreneur Club

Norco Campus clubs and organizations uphold the district and campus goals of enhancing diversity at every possible level including religion, ethnicity, age, disability, and gender. The effectiveness of these diversity programs is continually monitored through examination of college demographics, student-satisfaction surveys, and measurement of student attendance at cultural events and learning opportunities.

### **Self-Evaluation**

The standard is met. Norco College maintains programs and services that support and enhance understanding and appreciation of diversity. Seventy percent of students surveyed in fall 2008 agreed that "Norco Campus provides courses and services that enhance understanding and appreciation of different points of view, different ethnic groups, etc." The institution researches, identifies and evaluates the learning support needs of its student population through a wide range of program surveys as well as district and local data collection methods.

### **Planning Agenda**

None

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**II.B.3.e. The institution regularly evaluates admissions and placement instruments and practices to validate their effectiveness while minimizing biases.**

### **Descriptive Summary**

The district's Office of Matriculation establishes and maintains data for the evaluation of matriculation services, including placement instruments (II.B.3-60). The district's Office of Institutional Research assists faculty and administration with the analysis of these data and the application of research findings.

In accordance with state regulations on matriculation, Norco utilizes placement instruments from a list approved by the California Community College State Chancellor's Office. The district has adopted Accuplacer as its primary placement instrument for appropriately measuring student competency in computational and language skills. This approved instrument is utilized because it minimizes cultural or linguistic biases, produces valid and reliable outcomes, and successfully identifies the academic needs of students (II.B.3-61).

The Norco Campus admission process, described in Standard II.B.1, is the primary vehicle by which students are referred to placement testing. The testing is then administered by the Assessment Center staff on the Norco Campus. Ongoing validation of placement tests (math, English, reading and ESL) and minimization of disproportionate impact are conducted on a regular three-year cycle (II.B.3-62). The most recent revalidation studies were conducted in spring 2006 for the math discipline, in fall 2006 for ESL, and in fall 2007 for reading and English.

### **Self-Evaluation**

The standard is met.

### Planning Agenda

None

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**II.B.3.f. The institution maintains student records permanently, securely, and confidentially, with provision for secure backup of all files, regardless of the form in which those files are maintained. The institution publishes and follows established policies for release of student records.**

### Descriptive Summary

RCCD Board Policies #7060 (Retention and Destruction of Records), #5040, and Regulation 7045 address the policy and procedures for the storage, confidentiality, and release of student records. This policy is in accordance with Sections #54614-54630 of Title V of California Education Code and other applicable provisions of state and federal law (II.B.3-63a, II.B.3-63b, II.B.3-63c).

Academic records at Norco are complete and secure. Hard copies are housed on-site in locked file cabinets in Admissions and Records and shredded after three years' time, but all records are scanned and kept indefinitely in digital form. Per Title V regulations, Admissions and Records has a procedure for record retention that addresses the scanning and archiving of Class I records and the scanning, archiving, and shredding of Class III records. Grades,

census, and positive-attendance rosters are put on CDs with backups. System records are put on CDs and stored in a fireproof box in the A & R vault. These records are traded out every two weeks to be sure the information stored is up to date.

Norco Campus's Admissions & Records office performs the following functions:

- Processing of all student transcript and enrollment verification requests
- Managing retention of all Class I, II, and III education records, including imaging and storage
- Assisting the district in management of archiving of admissions records and backup documentation
- Overseeing scanning, imaging, and organization of educational records
- Maintaining auditable admissions, registration, attendance, and transcript files (II.B.1-1).

The Admissions & Records supervisor at Norco coordinates the inspection of student records as defined by the Family Educational Rights and Privacy Act (FERPA). FERPA guidelines (per Board Policy #6070 and Regulation 7045) are published in the *Schedule of Classes* and in the college catalog (II.B.3-64).

### Self-Evaluation

The standard is met.

### Planning Agenda

None

### List of References

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- |          |   |
|----------|---|
| II.B.3-1 | Online Services Data  |
| II.B.3-2 | Flyers/ Announcements: Outreach Activities                            |
| II.B.3-3 | Diversity Scorecard   |
| II.B.3-4 | <i>Schedule of Classes</i> , spring 2009: Norco Campus GUI-45 classes |

II.B.3-5a	One-semester Student Educational Plan form
II.B.3-5b	Two-year Student Educational Plan form
II.B.3-6	Early Alert information packet
II.B.3-7	Bilingual Workshop announcement
II.B.3-8	Flyer/Announcement: One Stop ESL testing /orientation
II.B.3-9	Flyer/Announcement: Student Financial Services Orientation/Workshop
II.B.3-10a	Brochure: Scholarship Announcements
II.B.3-10b	Flyer: Scholarship Workshop
II.B.3-11a	Brochure: DSP & S
II.B.3-11b	Brochure: EOPS
II.B.3-12	Brochure: Talented Tenth Program (T3p)
II.B.3-13	Agenda: Counselor Classroom visit
II.B.3-14	Information Table Handouts
II.B.3-15	Flyer: Career/Transfer/Job Placement Center
II.B.3-16	Calendar: "University Representatives on Campus"
II.B.3-17a	Minutes / Agenda: Quarterly RCC Counselor HS Counselor Meetings
II.B.3-17b	Minutes / Agenda: ELAC Meetings
II.B.3-18	Student Ambassador Program on-site visit
II.B.3-19	Flyer: RCC participation at HS College Fair
II.B.3-20	Agenda: High School Senior Visitation Day
II.B.3-21	Brochure: English Language Learner Day
II.B.3-22	Flyer: Day of the Mustang
II.B.3-23	Brochure: Talented Tenth Program (T3p)
II.B.3-24	Website: Eureka: <a href="http://www.eureka.org">www.eureka.org</a>
II.B.3-25	Website: ASSIST: <a href="http://www.assist.org">www.assist.org</a>
II.B.3-26	EOPS Application packet
II.B.3-27	Student Services Program Review 2007
II.B.3-28	Brochure: Health and Wellness
II.B.3-29	Brochure: "Getting Started"
II.B.3-30	Agenda: High School Senior Visitation Day
II.B.3-31	Agenda: English Language Learner Senior Day
II.B.3-32	Agenda: Disabled Resource Senior Day
II.B.3-33a	Flyer: Puente Program
II.B.3-33b	Puente Program Application
II.B.3-34	RCCD Student Financial Services newsletters
II.B.3-35	Brochure: TRIO Program
II.B.3-36a	Brochure: Upward Bound
II.B.3-36b	Upward Bound grant and objectives
II.B.3-37	Brochure: Norco Student Support Services (SSS) Program
II.B.3-38a	Flyer: Tutorial Services
II.B.3-38b	Tutorial Services usage data, 2007-2008
II.B.3-39	List of Norco Campus student clubs
II.B.3-40	Associated Students Norco Campus budget
II.B.3-41a	Associated Students Norco Campus Constitution
II.B.3-41b	Minutes / Agendas: Associated Student Norco Campus Senate, sample
II.B.3-42	Calendar: Annual Scheduled Cultural Activities
II.B.3-43	Report: 2008 Student Accreditation Survey
II.B.3-44	Flyer: Cross Cultural Event Fall 2008
II.B.3-45	Brochure: Health and safety fairs

II.B.3-46	Brochure: Leadership seminars
II.B.3-47a	Membership list: NSPC subcommittee: Institutional Mission and Effectiveness 2008-2009
II.B.3-47b	Membership list: NSPC subcommittee: Student Learning Programs and Services 2008-2009
II.B.3-47c	Membership list: NSPC subcommittee: Resources 2008-2009
II.B.3-47d	Membership list: NSPC subcommittee: Leadership and Governance 2008 - 2009
II.B.3-48	Flyer: Hispanic Heritage Month
II.B.3-49	Flyer: Black History Month
II.B.3-50	Flyer: Musical Presentations
II.B.3-51	Flyers: Norco Theatre Arts season
II.B.3-52	Brochure: Convocation Fall 2008
II.B.3-53	Brochure: Commencement Spring 2009
II.B.3-54	Flyers: Music @ Norco productions
II.B.3-55	Counseling Department student evaluation survey form
II.B.3-56	Support Services staff evaluation survey form
II.B.3-57	Minutes / Agenda: Norco Counseling Discipline Meetings, sample
II.B.3-58	Brochure: Counseling Conferences for UC and CSU, sample
II.B.3-59	Website: 4Facutly.org: <a href="http://www.4faculty.org">http://www.4faculty.org</a>
II.B.3-60	District Matriculation Plan
II.B.3-61	Website: Accuplacer data; <a href="http://www.accuplacer.org">http://www.accuplacer.org</a>
II.B.3-62	Revalidation results for math, ESL, reading (Matriculation Office)
II.B.3-63a	Board Policy #7060
II.B.3-63b	Board Policy #6070
II.B.3-63c	Regulation 7045
II.B.3-64	Website: FERPA regulation, <a href="http://www.rcc.edu/ferpa">http://www.rcc.edu/ferpa</a>

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**II.B.4. The institution evaluates student support services to assure their adequacy in meeting identified student needs. Evaluation of these services provides evidence that they contribute to the achievement of student learning outcomes. The institution uses the results of these evaluations as the basis for improvement**

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### **Descriptive Summary**

Norco Campus Student Support Services departments and programs rely on a variety of methods and resources to assist in the systematic and regular review of program effectiveness. In particular, student services evaluates its ability to meet identified student needs through the use of its annual campus program review process, monthly student services meetings with the Dean, and data collected and analyzed by the Offices of Institutional Research and Reporting and the Norco Campus Associate Dean of Student Success. This information includes reports on

enrollment trends, student characteristics, persistence and retention rates (II.B.4-1), student satisfaction surveys of programs and services, assessment studies, placement instrument validations, and degree certificate and university transfer rates.

Through Norco Campus's Student Services program review, each department annually evaluates its mission, quality of services, need/demand for services, and objectives (II.B.1-1). Norco Student Services has participated in this annual program review process for the past three years. During that



time, department leaders have developed and continue to implement:

- Development of SLOs and service area outcomes (SAOs) for their areas (21 departments)
- Implementation of interventions to address the SLOs
- Implementation of assessment processes to evaluate the effectiveness of the SLO interventions
- Utilization of assessment results to make informed decisions about improvement of student support programs and services.

Each department is responsible for maintaining and updating its own SLOs and SAOs and utilizing them to identify strengths and areas of improvement in their respective areas. Each department has developed approximately five objectives tied with one or more outcome measures for assessment (II.B.4-2). Several improvements to student services programs have been made in response to the initial round of SLO and SAO assessments. For example, noting long lines and slow response times for students waiting to be served in person, Admissions and Records established an SAO to increase utilization of online enrollment services by promoting improved student knowledge of how to use them. The assessment criterion focused on the percentage of students using WebAdvisor to enroll. Beginning in summer 2008 and continuing into fall 2008, student workers were hired to approach students in line during peak registration periods and offer to demonstrate the use of WebAdvisor. Subsequent utilization of WebAdvisor increased from 88.5 percent in summer 2007 to 91 percent in summer 2008 and from 80.4 percent in fall 2007 to 84 percent in fall 2008. When the Student Outreach program fell slightly short of its SLO measurement target of increasing fall enrollment via participation in the Day of the Mustang program by five percent in fall 2008, the program was modified to increase

follow-up interventions between the Day of Mustang event and the opening of fall registration. These examples are indicative of the use of SLOs and SAOs by Norco Student Services programs as a basis for making improvements to service delivery.

In addition to program review, the Dean of Student Services facilitates monthly meetings during which each department provides updates and feedback on their respective service areas. At these meetings, administered by various departments either on a semester basis or annually, Student Services staff members generate ideas and provide input contributing to the improvement of services (II.B.4-2). The feedback obtained is analyzed and evaluated by the Norco Campus Dean of Student Services, who reports findings and suggestions to student support services personnel during departmental meetings.

In addition, staff and supervisors are subject to regular performance evaluations conducted by the Dean of Student Services and appropriate authorities at the district level. Finally, counselors, educational advisors, classified hourly employees, and faculty members attend workshops and conferences in order to participate in professional development and contribute to the achievement of stated student learning outcomes (see Standard II.B.3.c)

### **Self-Evaluation**

The standard is met. The annual Student Services program review completed in 2008-2009 has resulted in the formulation of SLOs and SAOs and assessment measures for all Student Services programs. An effective structure has been put into place for the evaluation of the performance of Student Services in meeting student needs. Evidence has been collected and analyzed to assess the outcomes of most of the 21 Student Services programs and services and the results used to improve Norco's support

services to students (IIB.1-1). Student Services has laid the foundation for developing a culture of continuous improvement based upon outcomes assessment.

Student Services will continue to measure program and service outcomes on a continuous cycle and provide evidence of

such through the annual student services program review process.

### **Planning Agenda**

Continue to make improvements to Student Services programs based on the results of student learning and service area outcome assessments.

### **List of References**

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- II.B.4-1        *RCC Fact Book 2008*
- II.B.4-2        *Student Services Program Review 2008*



## Standard II.C Library and Learning Support Services

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## *Standard II.C: Library & Learning Support Services*

**Library and other learning support services for students are sufficient to support the institution's instructional programs and intellectual, aesthetic, and cultural activities in whatever format and wherever they are offered. Such services include library services and collections, tutoring, learning centers, computer laboratories, and learning technology development and training. The institution provides access and training to students so that library and other learning support services may be used effectively and efficiently. The institution systematically assesses these services using student learning outcomes, faculty input, and other appropriate measures in order to improve the effectiveness of the services.**

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**II.C.1. The institution supports the quality of its instructional programs by providing library and other learning support services that are sufficient in quantity, currency, depth, and variety to facilitate educational offerings regardless of location or means of delivery.**

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**II.C.1.a. Relying on appropriate expertise of faculty, including librarians and other learning support services professionals, the institution selects and maintains educational equipment and materials to support student learning and enhance the achievement of the mission of the institution.**

### **Descriptive Summary**

The Wilfred J. Airey Library, located on the Norco Campus of the Riverside Community College District (RCCD), is one of three libraries sharing resources with the other RCCD libraries.<sup>44</sup> Until recently, the district had a fully centralized library system; the Digital Library/Learning Resource Center on the Riverside City College campus acted as host to the Airey Library on the Norco Campus. Beginning on February 1, 2007, administrative oversight of the Airey Library was assigned to the Norco Campus, and an Assistant Dean of Library Services assumed immediate oversight responsibility.

The Airey Library is housed on the second floor of the library building and covers 8,914 assignable square feet, with seating for 172 patrons. The library currently offers three study rooms that double as tutorial rooms, meeting rooms, and rooms for individual or group study. There is also a testing room for Disabled Students Programs & Services (DSP&S). Library skills-instruction workshops are scheduled in classrooms equipped with computer labs or held on library computer stations during periods of lesser peak usage, such as weekends. In addition, there is a circulation office, a technical processing room, the Assistant Dean's office, and a librarian's office. Five additional rooms are occupied by the Instructional Media Center (IMC). Adaptive equipment and software are available to assist disabled students in the learning process. Ramps and elevators provide access to the library and learning centers as well as to all buildings, classrooms, and offices on campus (II.C.1-1).

The Assistant Dean of Library Services, one full-time librarian, three part-time librarians, two full-time clerks, one part-time clerk, and a minimum of five student workers currently comprise the Norco library staff. The majority of library operations function under

<sup>44</sup> The Wilfred J. Airey Library opened on March 13, 1991 and was dedicated in honor of former RCC Board Trustee Wilfred J. Airey on September 16, 1992. In early 1996, the library moved to a new 9,687 square foot facility which originally had seating for 186 and included eight study rooms; the Instructional Media Center (IMC) now operates from three of these rooms.

the administration of the Vice President of Educational Services, Norco; cataloguing, acquisitions, and resource processing are handled at the library on the Riverside City College campus in close collaboration with Norco's library staff (II.C.1-2).

As of October 2008, the Wilfred J. Airey Library held 31,422 volumes; 9289 e-books, which are shared between all three RCCD campuses; 106 hard-copy periodical subscriptions; 9 newspaper subscriptions, and 419 DVDs and videos. There are 58 computer workstations with Internet access. The library has one adaptive-technology workstation used exclusively by patrons with visual, auditory, or mobility difficulties. All computer workstations are enabled with Microsoft Office (Word, Excel, Access, PowerPoint,)), streaming media, CD/DVD, height-adjustable monitors with easy access to audio ports and USB ports, and hard-drive access. Four terminals are designated for online-catalog (LAMP) use only, and there are two workstations designated for community-access usage. The library has 3 VHS players and monitors and one DVD player and monitor. Also located in the library are two coin-operated black-and-white photocopiers, two coin-operated black-and-white print stations, a coin-operated color printer/copier, a CCTV for enlarging print materials, and a drafting table for interaction between other learning support services, instructional faculty and staff to meet the needs of students.

**Instructional Media Center.** IMC provides the following production services:

- Video
- Audio
- Graphics
- Digital imaging
- Scanning
- Digital photography
- PowerPoint presentations

The expansion of enrollments, faculty, and facilities at the Norco Campus has led to a dramatic increase in the number of work orders received by Norco IMC. In 2003, IMC received 520 work orders; in 2006, work orders increased 430 percent to 2,765. In 2007, work orders increased another 88 percent to 5,187 (II.C.1-3a, II.C.1-3b).

In addition to these resources, Norco students are provided access to two district library websites: the online library resource, LAMP and the district IMC (II.C.1-4, II.C.1-5). LAMP is an online resource for all students in the district that includes:

- The online catalog containing the bibliographic records of all library materials, including hardcopy and electronic books, periodicals, and media
- 6,230 e-books, 303 streaming-media titles, and electronic-course reserve materials (available district-wide online)
- Electronic resources via 46 district-wide library subscription databases that contain citations, abstracts and full texts of articles from magazines, journals, newspapers, and reference resources
- Tutorials and guides to finding and using information
- General information about library resources and services (II.C.1-2, II.C.1-4).

The IMC website provides 24/7 access to information regarding: (1) KRCC, Riverside City College's television station; (2) audio-visual equipment available at RCC campus; (3) production, satellite down-linking, and videoconferencing information; and (4) procedures and forms for requesting IMC equipment and services (II.C.1-5).

The Wilfred J. Airey Library's collection supports all the programs offered at Norco Campus (II.C.1-6a, II.C.1-6b). Collection development is based upon fund availability and, as mentioned above, cataloguing,

acquisitions, and resource-processing functions are performed at the Digital Library/Learning Resource Center on the Riverside City College in close collaboration with Norco's library staff.

The Norco Campus Educational Master Plan is used to plan and describe the vision, goals, and needs of library services, including staffing, technology and acquisition of resources. Planning for the Norco library is part of the Norco Campus Strategic Planning process. Materials for the Norco library are selected with Norco discipline faculty input in accordance with collection-development policy guidelines and are processed by the Riverside City College Library (II.C.1-7).

The Association of College and Research Libraries (ACRL) provides recommendations for the assessment of library service outcomes which are either content or context based. Content-based outcomes are related to library materials, facilities, and equipment. The library's current content-based outcomes are provided in the form of traditional library output data, which is used internally for tracking trends in the use of library services and the growth of collections and submitted annually to various library agencies and organizations.

To ensure that materials and services available through the library meet the needs of the students and their respective assignments, library faculty and staff are in regular contact with faculty members to supply library materials of appropriate currency, depth, and variety on a regular basis (II.C.1-8). The following interactions between library faculty and discipline faculty assist in this process:

- The faculty librarian attends Norco department meetings to receive discipline faculty input and recommendations.

- The faculty librarian has membership on the Norco Academic Senate and attends the twice-monthly meetings.
- Discipline faculty members place materials on reserve at the library for student use.
- The Norco Campus librarian is a non-voting member of the Norco Curriculum Committee and attends meetings twice a month (II.C.1-9).
- The district uses CurricuNet. The librarian is electronically notified when new courses are proposed, and library resources are verified and/or purchased to support new courses (II.C.1-10).

In addition, Norco library faculty consult professional and popular review sources, add new materials to the collection and deselect others, contribute to the collection inventory for the library, and collect circulation and visitor statistics (II.C.1-2). Other assessment tools used to determine that library services are adequate to meet student needs include an annual library-user satisfaction survey and course assessment of the Library 1 course SLOs (II.C.1-11).

### **Self-Evaluation**

The standard is met. Norco library faculty and discipline faculty acquire materials that support student learning and meet the mission of the Norco Campus. Library faculty members continually assess the effectiveness of the current collection by evaluating whether the current materials are of sufficient relevancy and currency to meet students' research needs. For example, in 2007-2008, 1708 new titles were added to the Airey Library. Books are selected by librarians in consultation with faculty based on their assessment of the curriculum needs of the campus.

Based on a fall 2006 analysis of the collection and the degree of faculty participation in its accrual, the campus has

begun implementing a strategic initiative geared toward improving the currency of book holdings and strengthening the degree of faculty participation in library-book acquisition. To address this initiative, the Vice President of Educational Services allocated the entire library budget (\$40,000) to the purchase of books and related materials by faculty. As a result, in January 2007, requisitions were submitted for over 600 new books, all of which were selected by Norco faculty members. In addition, the Assistant Dean of Library/Learning Resources and library faculty have focused on the collection-development process in the following areas:

- In spring of 2008, the library purchased faculty-requested, new and updated titles totaling \$20,000.
- In fall of 2008, the library received \$15,000 from Title V funding to purchase additional titles, specifically in the areas of ESL and English Language Learners (ELL).
- Also in the fall of 2008, the library purchased \$20,000 of faculty-requested, new and updated titles.
- As of October 9, 2008, Norco had a total book and eBook collection of 31,422 titles. Of this total, 40 percent was published after 2000 or later.
- A collaborative deselection process between faculty and librarians has been instituted, and an access database is maintained of deselected items (II.C.1-12a).
- The Communications Department assigned faculty members to deselect their discipline areas (English, Reading, Speech, Journalism, ESL and Library Science).
- At the library's request, individual faculty members, have come into the library to deselect their discipline areas (II.C.1-12b, II.C.1-12c, II.C.1-12d).

- Collection is monitored by publication date to ensure that materials are continuously updated and deselected.
- The library faculty continues to work with departments to deselect materials in their disciplines. The librarian is currently working with the following disciplines: architecture, engineering, manufacturing, and electronics.
- The Norco faculty recommends titles on an ongoing basis. Individual faculty lists are continuously maintained in Books in Print (BIP).
- An online form for 24/7 recommendation of purchases is located on the library's website at <http://lamp.rcc.edu:2082/acquire>.
- Faculty Book & Video Request Forms are placed on Norco full- and part-time faculty listservs when funds are available.
- Faculty requests are accepted individually by placing in librarian's or library's mailbox.
- Faculty requests are accepted in person, by phone, and by email.
- Individual faculty request lists are continuously maintained in BIP.
- An Access database containing faculty requests on order or received is maintained.

The success of the above measures is reflected in significant improvements in faculty survey results between 2007 and 2008 as summarized below (II.C.1-13a, II.C.1-13b):

- The percentage of faculty agreeing that the "library's support for instructional programs contributes to student learning outcomes" increased from 61.8 percent to 84.4 percent.
- The percentage of faculty agreeing that the "library collection has enough breadth to meet the needs of

my students” increased from 32.7 percent to 48.9 percent.

- The percentage of faculty agreeing that “[i]n general, the library is sufficiently responsive to faculty input” increased from 61.9 percent to 82.3 percent.

According to the Norco Faculty Survey of Library and IMC Services administered in fall 2008, over 68 percent of the survey participants indicated that the Assistant Dean and library faculty are proactive in addressing the instructional needs of Norco students and faculty (II.C.1-14).

By taking a more systematic approach to library acquisitions, Norco Campus will continue to enhance the currency of the Airey Library collection and strengthen the critical role of faculty members in selecting library materials.

The Airey Library is small relative to the growing size of the student body, and plans are underway for additional physical space, books, learning resources, equipment, and personnel to meet educational program and student learning needs at RCC Norco. The Norco Campus Educational Master Plan calls for additional space to be made available for library uses within the existing library by 2010 and maintains that a new library should be considered for construction in 2014-2018.

In fall 2006, the John F. Kennedy Middle College High School opened on the Norco Campus. The opening enrollment was 600 students, and the facility is intended to accommodate an eventual capacity of 1000 students. The high school was designed without a library, and the arrangement between the Corona-Norco Unified School District and RCCD calls for shared usage of the Wilfrey J. Airey Library facility and services.

In October 2008, a formal written agreement was drafted that details the

provision of shared usage between Norco Campus Library and the students and faculty of JFK Middle College High School. The agreement specifies the continued participation of the Assistant Dean of Library/Learning Resources in JFK-RCC business and planning meetings, the discussion of JFK student and faculty needs and issues as standing agenda items at Norco Library staff meetings and librarian’s meetings, and ongoing dialog between the Assistant Dean-Library/Learning Resources and the JFK principal. These collaborative efforts have yielded plans to provide specialized library tours for JFK faculty/departments and the development of a JFK-student library volunteer program (II.C.1-15).

The three RCCD campus libraries share resources. Each library has its own website (<http://library.rcc.edu/norco/>). For budgetary reasons, administration of the online library catalog, materials cataloging and processing, and licensing for online databases remain shared. These functions will be transferred to the campuses as funds become available. The three campus libraries continue to share resources through intercampus loan service so that learners have access to the entire circulating collection regardless of where an item is housed.

Online databases are selected to support the curriculum of the district based upon input from library and discipline faculty across all three campuses. It is anticipated that Norco will independently select and fund its online databases after receiving college status (II.C.1-16a, II.C.1-16b).

Technological innovation requires a strong leadership and financial commitment from the district and Norco Campus, not just for the infrastructure but for software licensing, copyright compliance, maintenance, and training of personnel. In order to facilitate independence of the Norco Library from the library at Riverside City College, Assistant



Dean-Library Services positions were created in fall 2006; the Assistant Dean of Library Services at Norco began work in the spring of 2007.

In terms of equipment needs, in 2007 the library replaced all of its outdated student computers with 59 new state-of-the-art models and upgraded all library staff workstations as well. In addition, the library server was relocated to a location allowing more adequate temperature-control capability. Eventually, additional servers must be acquired to expand the library's bandwidth capabilities and to allow greater access to online services by students, staff, and faculty. The planned Norco Operations Center (NOC), part of the construction plan approved by Proposition 1D, will soon alleviate problems of bandwidth, access, and appropriate facilities to house the servers locally (II.C.1-17). The construction of the NOC is projected to be completed sometime in 2011. In the meantime, the library continues to evaluate and explore new technologies that may support and expand student learning, such as RFID, podcasting, and technology-management software.

While the discipline of Library Science spans all three campuses in the district, it is anticipated that the Norco library will assume more responsibilities when Norco achieves individual college status. In order to enhance the Norco mission, the ultimate purpose of Airey Library is to support the curriculum by providing learners with a wider range of undergraduate resource materials, computer facilities, and, through the IMC, support for faculty multimedia/ instructional technology needs.

### **Planning Agenda**

None

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**II.C.1.b. The institution provides ongoing instruction for users of library and other learning support services so that students are able to develop skills in information competency.**

### **Descriptive Summary**

Library orientation and instruction are ongoing during all semesters and sessions. Reference service is available during open hours and is conducted at the reference desk or provided as one-to-one service with students at a library workstation. Librarians conduct scheduled library-skills instruction workshops via individual student sign-ups during the day, evening, and weekend hours in order to accommodate different student schedules (II.C.1-18). In-class library instruction is available upon instructor request. Library 1 (Information Competency) credit courses are available for Norco students in an online format via the Riverside City College campus. In spring 2009, Norco will offer a face-to-face, web-enhanced Library 1 (Information Competency) credit course for the first time (II.C.1-19a, II.C.1-19b, II.C.1-19c).

Through these instructional means, students are taught the basics of information competency, including how to conduct searches in the online library catalog and the use of electronic resources. The General Education Outcomes listed below reflect the objectives of library orientation, reference services, workshops, and courses. Achievement of these outcomes enables students to develop skills in information competency:

- Determining and articulating information needs
- Finding information using a variety of resources
- Describing and applying scholarly criteria for the critical evaluation of information

- Using information effectively to accomplish a specific academic purpose
- Identifying and summarizing ethical and social issues related to information and its use (II.C.1-2, II.C.1-20).

To assess the effectiveness of library skills-instruction workshops as well as information-competency instruction in the Library 1 course, the library uses several means (II.C.1-2):

- A student survey (a “start-of-course” and “end-of-course” information-competency assessment test) (II.C.1-21)
- “One-minute-paper” assessments
- Library Skills-Instruction Workshop tests
- Self-reflection journals
- Library faculty observation and commentary on student participation and work.

Assessment instruments indicate that students are responding well to the library services offered at Norco. According to survey responses from the Library User Satisfaction Survey of spring 2008, 86 percent of students indicated that the reference/faculty librarian exceeded or met their expectations in being knowledgeable and able to their questions clearly. Eighty percent of students indicated that their ability to obtain the book(s)/information they were seeking at the library exceeded or met their expectations. Consequently, there is some evidence to suggest that library resources and services are contributing to the achievement of student learning and Gen-Ed outcomes.

### **Learning Support Services**

Tutorial Services, the Math lab, the CIS (computer) lab, and the Writing and Reading Center (WRC) offer a variety of services to enhance student skills in information competency, which in turn meet General Education SLOs at the district level as well as fulfill the Norco mission to “equip

our students with the academic and technological skills to attain their goals in higher, occupational, and continuing education” (II.C.1-2).

**Tutorial Services.** Tutorial Services is a learning-support program based on a peer-tutoring model. As of fall 2008, Tutorial Services falls under the direction of the Associate Dean of Student Success. The Associate Dean oversees the entire Learning Resource Center, which encompasses all learning labs as well as Tutorial Services. The tutorial staff works toward creating innovative means to help support and unite students with both faculty and student services. Three hours of tutoring per subject, per week are available to all students enrolled in a Norco or district course with additional time provided for those enrolled in special programs, such as EOPS and TRIO (II.C.1-22). Tutorial appointments are made through the Tutorial Services office; students and tutors utilize study rooms within the Airey Library. Currently, more than 25 tutors staff the Tutorial Services center.

Tutorial Services, in collaboration with a Title V Cooperative grant, has set up tutors for students and tutorial assistance for instructors and students in ESL courses. Although Tutorial Services works in collaboration with the Title V Co-op grant, it does not rely solely on grant funds. With the Associate Dean of Student Success in place, Tutorial Services has been able to secure support from the general fund. Additionally, under an innovative program funded out of the office of the Associate Dean of Student Success, Tutorial Services has provided tutors in the Math Lab focusing on basic skills math courses (II.C.1-23a, II.C.1-23b, II.C.1-23c). Instructors are also given the opportunity to request tutor participation in the classroom.

**Math Lab.** The Norco Campus’s mathematics lab has been in operation since 2004. It is staffed by a coordinator and several trained student tutors who are available to help

students understand course material from their mathematics classes (II.C.1-24). The lab serves students enrolled in any mathematics class, providing the following instructional support services:

- Individual and group study areas
- Tutoring by instructors or instructional assistants/student tutors
- Supplementary support material such as videos and tutorial software
- Workshops on selected topics in math
- Regular problem-solving sessions with instructors or trained tutors
- Calculator loan program
- Test and quiz proctoring (II.C.1-24).

The Math Lab is equipped with graphing calculators, computers and computer software, white boards, protractors, compasses, and drawing triangles. Textbooks, solutions manuals, and instructional and class videos can also be checked out and used on-site.

**CIS Computer Lab.** The Norco CIS Computer Lab is a resource for any student enrolled in a lab practicum or computer information science class. The lab is equipped with more than 60 desktop computers providing internet access; word processing, spreadsheet, database, and web design capability; and specialty programs designed to support specific courses, such as geography, video gaming, and math and computer programming. The lab provides training and ongoing support in the use of many computer applications and is designed to work hand-in-hand with college computer classes. Lab instructors are on duty at all times, and student lab aides are available for assistance during peak times.<sup>45</sup> Also,

<sup>45</sup> New CIS curriculum changes, which went into effect in summer 2006, embedded 18 lab hours into most CIS classes. In anticipation of the resulting increased utilization of the CIS lab, additional lab aides were hired and trained for spring and summer 2006.

trained tutors are scheduled to meet with students in the lab to provide individualized assistance with specific assignments or questions. Limited drop-in assistance is provided for students not enrolled in computer labs or practica (II.C.1-25).

**Writing and Reading Center (WRC).** The Writing and Reading Center at Norco is located in the library building and offers required supplemental instruction for students enrolled in English matriculation courses, ESL 54 and 55, and Reading 83. Tutoring and instructor assistance for writing and grammar are available to all Norco students; however, access to computers and their software is limited to students enrolled in the above classes or in writing practicum classes, English 96 and 97 (II.C.1-26, II.C.1-27).

The WRC is staffed by full- and part-time faculty from the English, ESL, and reading disciplines; by trained student tutors in English; and by a computer aide. Services offered by the WRC include:

- Tutoring and faculty assistance for English and ESL composition students, both walk-in and by appointment
- Print resources, including textbooks, handbooks, dictionaries, graded reading materials, ESL resource materials, and over 100 handouts focusing on specific writing problems, punctuation, and grammar
- Access to 32 desktop computers and two printers as well as a computer and scanner suitable for disabled-student use, tables for group work or individual study, and a service desk
- Access to word processing, grammar websites, ESL grammar software, reading instruction, Internet, and Library (LAMP) resources (II.C.1-26, II.C.1-27).

Hours of operation and a description of services for the Wilfred Airey Library and for each learning services center are posted on the doors of each center and on the college website.

## Self-Evaluation

The standard is met. Information competency-skills training is provided formally in scheduled workshops and online courses and informally through library tours and other one-on-one assistance. Workshops and/or online courses cover a variety of topics, including the use of electronic resources (scholarly journals, newspaper, and magazine articles), remote access of electronic resources, and general research skills (exploring databases, use of citations, Noodle Tools, and advanced internet searches).

A variety of learning-support services labs and tutorial services provide both individual and group assistance with classroom assignments through planned and drop-in tutoring. Upon completion of the Student Success Center in fall 2010, plans call for all learning support labs to be relocated to an integrated learning resource center located on the ground floor of the library.

Library Skills-Instruction Workshops are conducted during all sessions. One-on-one library skills training sessions for faculty members are also available upon request. Until the hiring of additional library staff, alternative ways of updating new and continuing faculty are being explored, such as the development of a standardized PowerPoint presentation to be given before each session. Norco library faculty offered the Library 1 (Information Competency) credit course in a face-to-face format for the first time at the Norco Campus in spring 2009. JFK Middle College High School students were encouraged to enroll in Library 1 on the Norco Campus. As Norco attains college status, library policies, procedures, and learning support services will be continually reviewed in order to assess when and how additional services need to be offered to students and faculty.

## PLANNING AGENDA

- Convene design team and prepare building layout for integrated student learning support center to be located on the ground floor of the library building.

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**II.C.1.c. The institution provides students and personnel responsible for student learning programs and services providing adequate access to the library and other learning support services regardless of their location or means of delivery.**

### Descriptive Summary

RCC-Norco Library and staff are dedicated to providing services, materials, training, and educational programs to all students and faculty regardless of location, special need, or type of program. This includes John F. Kennedy High School, developmental, and DSP&S students.

For disabled students, special services provided by the IMC and Disabled Student Services include access to closed-captioned videos that meet Section 508 of the Rehabilitation Act and special computer stations and equipment for the disabled (II.C.1-28, II.C.1-29, II.C.1-30). A testing center featuring adaptive technology is located in the library. The WRC (Writing and Reading Center) provides lower-level reading materials for English as a Second Language (ESL) and developmental reading students, and the library offers customized instruction for ESL and basic skills students.

As stated in Standard II.C.1.a., the District has a centralized library acquisitions system. While all acquisitions, cataloging, and resource-processing functions are handled at the Riverside City College's Digital Library, students, faculty, and staff have access to the entire circulating collection of the three campus libraries—regardless of where an item is housed—through intercampus library

loan. Faculty members also are extended interlibrary loan privileges. Materials borrowed from Riverside City College are delivered to Norco via the inter-campus mail system. Norco students may use the Digital Library and the services provided at Riverside City College. Additionally, the library home page (LAMP) for the district can be accessed from the Norco Campus home page. The single online catalog (LAMP) allows students, faculty, staff, and community to research the entire district library collection. On the other hand, reference and reserve materials serve unique purposes at each of the campus libraries and, therefore, do not circulate.

From the library's 59 workstations or from any computer on campus having Internet access, students, faculty, staff, and community borrowers have access to the library's website, LAMP (II.C.1-4). From the LAMP website, the library's online catalog can be searched as well as 54 subscription databases. Remote access to these databases is available 24/7 to students, faculty, and staff with ID number and password. A systems printer allows printing from any of the 59 library workstations using a print card that is purchased from one of the card machines located in the library or the computer lab.

The circulation department carries out all aspects of the circulation of library materials, the shelving of the collection, and the ongoing maintenance of the circulation database records. The circulation department ensures prompt and courteous service to all students, staff, faculty, and community borrowers.

**Hours of Operation.** During the fall and spring semesters, the library is open at the following times:

Monday–Thursday	7:30 a.m.—8:00 p.m.
Friday	7:30 a.m.—1:00 p.m.
Saturday	8:00 a.m.—4:00 p.m.

Hours for the winter intersession are:

Monday–Thursday	7:30 a.m.—4:00 p.m.
Saturday	Noon—4:00 p.m.
Fridays	Closed

Hours for summer session are:

Monday–Thursday	8:00 a.m.—8:00 p.m.
Saturday	Noon—4:00 p.m.
Fridays	Closed

During regular library hours, students may visit the library or telephone library faculty members for research assistance (II.C.1-31).

ACRL provides recommendations for the assessment of library service outcomes which are either content or context based. Content-based outcomes are related to library materials, facilities and equipment (also discussed in Standard II.C.1.a above). Context-based outcomes are linked to the student patron's experience with the library in terms of interactions with staff, the comfort of the facilities, and the convenience of use. Assessment of these context-based outcomes occurs in the form of questions and statements appearing on suggestion-box forms, library surveys, questions embedded in course assignments for Library 1, and one-minute papers. The data collected from content- and context-based tools are used for the improvement of services that enhance student learning at Norco.

Door count, circulation of materials, directional questions, and requests for help with computers and other machines have all increased proportionately to the increase in FTE enrollment on the Norco Campus, indicating that, overall, access to the Norco Library and learning support services is adequate to meet campus growth and student learning needs (II.C.1-2). In 2007-2008, the Assistant Dean of Library/Learning Resources reviewed the frequency, availability, and efficiency of Library Skills-Instruction Workshops scheduling. As a result, the overall number

of workshops offered was reduced in order to maximize efficiency and provide more flexibility for in-class workshops. The availability and frequency of workshops is reviewed annually at the end of the

academic year and accordingly based on the analysis of recent workshop attendance statistics and availability of library staffing (II.C.1-32).

**Norco Library Use Statistics: 2006-2008**

<b>Parameter</b>	<b>2006-2007</b>	<b>2007-2008</b>
<b>Door Count</b>	102,413	109,580
<b>Circulation of Materials</b>	11,489	13,913
<b>Directional Questions</b>	1,167	1,763
<b>Reference Questions</b>	2,869	3,692
<b>Machine Assistance</b>	1,401	2,224
<b>Orientation Lectures / Workshops</b>	143	87

**Instructional Media Center (IMC).**

Throughout the campus's daily hours of operation, classroom support is available for basic set-up and maintenance of media equipment for instructor presentations, video conferencing, satellite downlinks, and media-equipment maintenance and inventory control. IMC services include delivery of audio-visual equipment to classrooms, video and audio productions, repair and service of all technological equipment on the campus, installation of new audio-visual equipment, upgrades, special audio set-ups, testing, inventory, training, recommendation of new audio-visual equipment, PowerPoint production and training, and technical support to staff, faculty and students.

Norco IMC hours of operation are as follows:

Monday-Thursday 7:00 a.m.—8:00 p.m.  
 Friday 7:00 a.m.—4:00 p.m.  
 Saturday 7:30 a.m.—4:00 p.m.

**CIS (Computer) Lab**

In the fall and spring semesters, the CIS Lab is open Monday through Friday from 8:00 a.m. to 8:30 p.m. During the winter and summer sessions, the hours are reduced somewhat, and hours vary slightly from semester to semester.

**Math Lab**

The Math Lab hours vary from semester to semester. Generally, the lab is open from 8:00 a.m. to 6:00 p.m. Monday through Thursday, with shorter hours on Fridays. The schedule is posted on the Norco Mathematics webpage.

**Writing and Reading Center (WRC)**

The WRC is open from 8:00 a.m. to 6:30 p.m., Monday through Thursday; Friday from 10:00 p.m. to 2:00 p.m.; and Saturday from 10:00 p.m. to 2:00 p.m., with shorter hours during winter and summer intercessions.

**Self-Evaluation**

The standard is met. The library and learning support services at Norco provide adequate access to students, staff, and faculty on campus.

IMC has expanded its operational space and resources to meet increasing work orders and equipment maintenance and repair requests. Further expansion is necessary amid projected increases in demand for service. Norco faculty members have expressed the need for increased promptness and efficiency of IMC services in order to meet growing instructional demands.

As a result, the Norco Strategic Planning Committee identified hiring another full-time staff member for the IMC as a top priority based on a fall 2008 recommendation of the Administrative Planning Council. Consequently, a second full-time IMC technician was added in spring 2009.

Additionally, there are plans to relocate the IMC to a larger and more contiguous area within the future Norco Operations Center building.

### **Planning Agenda**

- Expand space available for library services with the relocation of IMC to the Norco Operations Center.

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### **II.C.1.d. The institution provides effective maintenance and security for its library and other learning support services.**

#### **Descriptive Summary**

The Airey Library provides adequate security for its facilities and materials. At the library entrance, 3M Security gates monitor materials taken from the library; Gaylord magnetic strips protect print and non-print media and non-magnetic pieces of equipment. Fire-safety measures are in effect for the library, and fire extinguishers are available in staff and public areas. Emergency exits are accessible to all patrons and staff and clearly marked; evacuation plans are prominently displayed. No security cameras have been required to date.

Consistent with the campus's total-cost-of-ownership approach to equipment acquisition, the printers and copy machines in the library are on maintenance contracts, enabling parts, hardware, and software to be replaced without additional charge. Similarly, the library, Tutorial Services

Center, DSP&S, and computerized labs all have maintenance agreements for electronic equipment at these facilities (II.C.1-33). Norco Information Services technicians maintain student and staff computers (hardware and software) and update all the software and security packages. The IMC is responsible for maintaining, installing, and upgrading audio-visual equipment (see Descriptive Summary). Multimedia equipment in the library, including televisions, DVD players, and VCRs, is secured to tabletops to prevent theft.

Campus police are contacted immediately if there is any vandalism or attempted misuse of library or learning support facilities equipment and/or furnishings (II.C.1-34, II.C.1-35).

The Writing and Reading Center has an alarmed entrance with a card passkey system; students obtain their cards after registration in appropriate English and ESL classes. Students log into a central terminal to verify registration in a valid lab class. Students show ID to take tests and to check out books and reference materials. The lab is locked by instructors upon closing, and staff members monitor students entering and leaving the lab. The computer and math labs share lab space and have similar alarm setups and card passkey procedures. Students show their ID to take tests and to check out books, calculators, headphones, and transcription machines. No video cameras are used to document activity in the lab spaces.

The Instructional Media Center (IMC) has a routine equipment maintenance schedule. Each semester, the IMC:

- provides preventive maintenance on all related classroom media equipment
- evaluates and repairs any equipment needing maintenance

- assists faculty and staff with the acquisition of new media equipment and technology for the classroom
- recommends equipment based on need and establishes equipment specifications and budget
- generates requisitions for the purchase of media equipment
- coordinates equipment installation including any necessary wiring, (excluding electrical) and assists with installation when required
- trains faculty and staff on proper use of the equipment when equipment has been installed (II.C.1-36).

IMC media equipment is subject to rigorous security procedures. All equipment is inventoried and bar coded. The list is updated as new equipment is purchased and regularly sent to District Inventory Control, with a copy kept in the Norco IMC office. Permanent classroom equipment is protected by security cables and locks or alarms. Mobile equipment is picked up by evening staff and locked in a storage room with limited key access.

### **Self-Evaluation**

The standard is met. The campus provides effective maintenance and security for its library and other learning support services. Maintenance agreements are a regular part of all electronic equipment purchases. Campus police respond quickly when called in an emergency.

### **Planning Agenda**

None

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**II.C.1.e. When the institution relies on or collaborates with other institutions or other sources for library and other learning support services for its instructional**

**programs, it documents that formal agreements exist and that such resources and services are adequate for the institution's intended purposes, are easily accessible, and utilized. The performance of these services is evaluated on a regular basis. The institution takes responsibility for and assures the reliability of all services provided either directly or through contractual arrangement.**

### **Descriptive Summary**

All contracted services utilized by the Norco library and the evaluation of these services are coordinated by the Digital Learning Library at Riverside City College. The Digital Library at Riverside has formal agreements with other academic institutions for interlibrary loan services offered to RCCD faculty.

### **Self-Evaluation**

The standard is met. Norco Campus Library, through the Digital Library at Riverside City College, maintains fully automated circulation and cataloging systems. The library catalog is online, providing access to books and audiovisual materials. Online subscription databases provide access to articles, statistical information, and reference sources such as dictionaries, encyclopedias, and citation guides. Inter-library loan is available. All services are available to faculty and students on and off campus by accessing the library's LAMP website. The Digital Learning Library at Riverside City College Campus will maintain appropriate shared contracts. The Airey Library will maintain appropriate contracts that are not shared. Norco library staff continues to explore the utilization of new technologies that may require additional contracted services in the future.

### **Planning Agenda**

None



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- II.C.1-6b Norco Collection statistical data reports
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- II.C.1-34 Security plans: library and labs

- II.C.1-35 Sample material loss/theft reports: Norco Campus police  
II.C.1-36 RCCD Digital Library/Learning Resource Center: IMC Purpose and Responsibilities
- 

**II.C.2. The institution evaluates library and other learning support services to assure their adequacy in meeting identified student needs. Evaluation of these services provides evidence that they contribute to the achievement of student learning outcomes. The institution uses the results of these evaluations as the basis for improvement.**

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### **Descriptive Summary**

Norco Campus undertakes active, ongoing evaluation of library and other learning support services in order to improve its services to students and substantiate the achievement of student learning outcomes. In terms of the ACRL's recommended context-based outcomes, a number of evaluative tools are used by Norco library and learning support to assure that the institution is meeting its mission to improve student learning. These include:

- Library student surveys, faculty surveys, "one-minute-paper" assessments, and Library Skills-Instruction Workshop tests (II.C.2-1)
- ACCUTRAK (provides Writing and Reading Center utilization data)
- Utilization data provided by the Office of Institutional Research for the math and computer labs, Tutorial Services and DSP&S, and the library under review by the Norco Campus Outcomes Assessment specialist (II.C.2-2a-d)
- Library program review data (II.C.2-1).

Analysis of the data collected from these tools is used for the improvement of services. This response indicates that library resources and services are contributing to the achievement of student learning outcomes not just for the library but across all disciplines (II.C.2-1).

Through the Library 1 (Information Competency) online course, it is expected

that students will achieve the following general outcomes:

- Determining and articulating their information needs
- Locating, evaluating, and using information effectively
- Identifying and summarizing ethical and social issues related to information and its use (II.C.2-1).

Librarians have reviewed the course outline of record for Library 1 and revised the student learning outcomes to achieve a closer alignment with those suggested by the Association of College and Research Libraries (ACRL). Assessment of these learning outcomes in the course is conducted through a "start-of-course/end-of-course" survey, course-embedded assignments, self-reflection journal entries, and instructor observation. Assessment tests show that students are responding well both to the course content and to the library instructors' strong commitment to helping students succeed. Library 1 instructors are planning to further enhance the effectiveness of the course in meeting student needs by aligning it more closely to the Bay Area Community Colleges Information Competency Assessment Project (II.C.2-3).

The data suggests the need for the development of a more comprehensive assessment plan using a new template for student learning outcomes that focuses on "planning, assessment, review, improvement" (II.C.2-4). Results of two trial assessments of

learning outcomes have stimulated library faculty discussion about new ways to approach student learning. Tutorial Services, CIS lab, Writing and Reading Center, and Math are in the process of assessing their student area outcomes, which support the Student Learning Outcomes of the Learning Resource Center.

### **Self-Evaluation**

The standard is met. The Norco one-minute-paper assessments and the online LAMP website satisfaction survey have provided useful feedback regarding the achievement of student learning outcomes for Norco Library and students. Also, the alignment of student learning outcomes for library patrons with the ACRL guidelines and other assessment best-practices recommendations is a positive step in the direction of serving student learning needs.

Recognizing that the CCSEQ survey document does not provide enough information about meeting student learning needs in the library and computerized labs at Norco Campus, the campus included questions pertaining to these matters in a fall 2008 survey of students. Sixty-four percent of the respondents agreed that "Norco Library's collection, such as books, magazines and media resources, is adequate to meet my educational needs." Seventy-two percent agreed that "[i]n general, computer equipment and support on Norco Campus are adequate to meet my educational needs" (II.C.2-5).

The RCCD Library program review indicates a higher-percentage increase at Norco Campus than the other two campuses in door count, circulation of materials, requests for machine help, and library skills workshops (see Standard II.C.1.c. above). These statistics point to the need for additional library faculty and staff (II.C.2-1).

The Norco course outline of record workshop data results (II.C.2-4) also indicated the need for more library skills-instruction workshops. In addition, longer workshops are indicated, including advanced sessions that focus on a single online database tool, such as Noodle Tools, or a single research area, such as literary criticism. To meet these needs, the library offered one session that focused on the Noodle Tools online database in spring 2008 and two more in fall 2008 with plans to continue this in the future. Workshop offerings have been given more flexibility and, in addition to regularly scheduled workshops, the library offers subject-specific workshops upon request from faculty. Single online database instruction is also provided on an as-needed basis.

Utilization data for the Writing and Reading Center, Math and CIS labs, and Tutorial Services at Norco is currently being collected and evaluated by the Office of the Associate Dean of Student Success in order to assess patterns and frequency of usage of those facilities. Earlier analyses of student success rates have been conducted for the Writing and Reading center and Tutorial Center by the campus Outcomes Assessment Specialist; findings indicate that students who attend 10 or more lab hours in the Writing and Reading center perform significantly better in their concurrent English course. Findings also indicate that students and classes participating in tutor assistance perform better than students and classes not participating. Based on these findings, the Writing and Reading center will continue to monitor students' lab hours to determine average use and follow up on the significance of the 10-hour mark. Based on these findings as well, Tutorial Services is offering tutor-assistance at a larger scale.

In assessing the effectiveness of the collaboration between the Tutorial Center and the Math Lab, the most recent analysis of student success data from spring 2006 indicates that math students who enroll in

Math 96 or 97 (supplemental lab courses through which students receive one-on-one assistance in the Math Lab) have significantly higher rates of success than students enrolled in a math course who do not take Math 96/97.

There is a planned effort to consolidate the instructional support services under the auspices of a Learning Resource Center, which will include the math and CIS labs, the Writing and Reading Center, and the Tutorial Center. The Associate Dean of Student Success has been charged with assessing the extent to which each of the campus's learning support services contributes to the achievement of student learning outcomes.

Statistics provided by the IMC indicate a major increase in requests for its equipment and services (see Standard II.C.1). When compared with the statistics from 2006-2007, the IMC showed an increase of 88 percent in the number of multimedia service

requests in 2007-2008. According to the Norco Faculty Survey of Library and IMC Services administered in fall 2008, over 68 percent of the faculty surveyed indicated they had requested assistance from the IMC, and over 73 percent indicated that the IMC staff members are competent and knowledgeable in their areas of responsibility. In addition, over 68 percent of faculty surveyed indicated that IMC staff members are prompt, courteous and helpful (II.C.2-6).

### Planning Agenda

- Continue to facilitate the development of a Norco Learning Resource Center for WRC, computer and math labs, and Tutorial Center.
- Conduct assessment of math and CIS labs, Writing and Reading Center, and Tutorial Center based on identified student learning outcomes.

### List of References

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II.C.2-1	Library and Learning Resources Program Review, fall 2008
II.C.2-2a	Utilization data for CIS lab, sample,
II.C.2-2b	Utilization data for math lab, sample
II.C.2-2c	Utilization data for WRC labs, sample
II.C.2-2d	Utilization data for DSP&S and Tutorial Center services, sample
II.C.2-3	"Executive Summary." <i>Bay Area Community Colleges Information Competency Project</i> . Ed. Bonnie Gratch-Lindaur et al. 9 Feb. 2004.
II.C.2-4	Badway, Norena. "Learning About How Students Learn." RCCD Course Outline of Record Workshop. Marriot Hotel, 11 Jan. 2006.
II.C.2-5	Wilfred J. Airey Library User Satisfaction Survey
II.C.2-6	Norco Faculty Survey of Library and IMC Services, fall 2008

## **Standard II: Student Learning Programs and Services, Summative Essay**

If a college is the vehicle through which the educational journey takes place, and instructional and support services personnel are the working parts of that vehicle. Instructors are guides and co-designers of the journey, teaching the language, behavior, and lay of the land while counselors, librarians, and student services personnel provide necessary maps and directions.

### **Institutional Commitment**

Standard II emphasizes institutional commitment to providing a high-quality, comprehensive curriculum congruent with the campus mission. The Norco Campus mission guides the development of programs specifically designed to serve the needs of the Corona-Norco area, such as construction, logistics and manufacturing. The institution relies on demographic information and data obtained through institutional research to ensure correct identification of those needs. Instructional units, student- and library/learning-support services at Norco Campus reflect a commitment to stated curricular objectives. Strategic planning is driven by comprehensive and systematic program review, which ensures the high quality of the academic environment and the alignment of programs with the mission of the college. Resource-allocation decisions are strongly linked to the strategic planning and program review processes.

Through multiple means of instructional delivery, along with student and learning services sensitive to the diverse needs of the community, Norco Campus aims to guide students on an educational path from admissions to the successful completion of their educational goals. Collaboration of faculty, counselors, librarians, tutors, and other support staff is guided by assessment of learner outcomes and the revision of processes when necessary to fully support institutional commitment to enhanced student learning.

### **Evaluation, Planning, and Improvement**

An ongoing and systematic cycle of evaluation, integrated planning, resource distribution, implementation, and re-evaluation is clearly demonstrated in all three aspects of student learning programs and services at Norco Campus. Transfer and career/technical programs undertake comprehensive program review every four years; annual program review updates from these two areas provide information for prioritization of resource requests made through departments; the Norco Academic, Student Services, and Administrative Planning Councils; and, ultimately, by the Norco Strategic Planning Committee. Student support services and library/learning support services programs also conduct regular program review and participate in the planning, resource distribution, and evaluation processes of Norco Campus and the district.

### **Student Learning Outcomes**

Student learning outcomes are the central theme of Standard II. As part of comprehensive program review, all instructional, student services, and library/learning support programs develop SLOs and/or service area outcomes (SAOs) and submit plans for their assessment. Results of assessment are reported as part of annual program review update and thus serve as a means of consciously evaluating the effectiveness of Norco's efforts to support and enhance student learning. Faculty members at Norco Campus have taken the lead in creating a culture of assessment through active involvement in the District Assessment and Program Review Committees. The district has adopted General Education SLOs, and all three areas of instructional services and

support are working to create and align individual program SLOs with General Education SLOs for the institution. Many Career and Technical certificate/degree programs, including all of those offered exclusively at the Norco Campus, have developed and begun to measure SLOs. Measurement of course SLOs occurs at a nearly universal level at Norco, with assessments having been conducted in 70 percent of all courses offered in the fall 2008 semester and a target of 90 percent having been established for spring 2009.

Student Support Services evaluates its ability to meet student needs through an annual internal program review process. SLOs and SAOs and their assessment are incorporated into this review process, and program improvements based on these assessments are underway. The campus also undertakes active, ongoing evaluation of library and other learning support services in order to improve its services and to measure achievement of SLOs. Many of these evaluative processes are district-wide, but Norco Campus librarians have also instituted a campus-based assessment of library skills instruction.

Institutional commitment to SLOs consistent with the campus mission, ongoing assessment and evaluation of these outcomes, and active dialogue about pedagogy and student learning ensure an environment of enhanced learning and improved institutional effectiveness central to this standard.

### **Organization**

Organizational structures at Norco Campus support inclusive, informed, intentional efforts to define student learning; to provide programs that support learning; and to evaluate how well learning is occurring. The Norco Academic, Student Services and Administrative Planning Councils; Academic Senate; Campus Curriculum Committee; and Strategic Planning Committee and its subcommittees are the organizational means through which the institution, guided by the District Curriculum, Program Review, and Assessment committees, accomplishes its mission.

The District Curriculum Committee requires that all course outlines contain clearly stated student learning outcomes integrated with methods of instruction and evaluation and that all District CORs possess updated SLOs in response to these requirements. The Campus Curriculum Committee has overseen the establishment of program SLOs for Norco-based career/technical certificates and degrees. Faculty members are required to distribute syllabi to students that contain clearly stated student learning outcomes consistent with those on the CORs. The District Program Review Committee oversees instructional program reviews to ensure that SLOs are incorporated into all four-year comprehensive reviews. The District Assessment Committee (DAC) reviews assessment plans to ensure that SLOs are used to evaluate and make improvements. Through comprehensive program reviews and annual program updates, the strategic planning subcommittees of the Norco SPC align SLOs with requests for staff, facilities, equipment, and financial resources and prioritize recommendations in order to support student learning and improve institutional effectiveness.

### **Dialogue**

Norco Campus engages in ongoing and purposeful dialogue about the improvement of instructional programs, student services, and library/learning support programs. The Norco Strategic Planning Committee is inclusive, giving faculty, staff, students, and administrators at the Norco Campus an opportunity to participate in reflection and collegial exchange of information about student achievement, student learning, and the effectiveness of the institution's policies, processes, and structure. Informed, purposeful dialogue in the NSPC, the Academic Planning

Council, the Academic Senate and Curriculum Committee, as well as comparable discussions in the President's Cabinet and the Administrative and Student Services Planning Councils, increasingly guides resource allocation, planning, and institutional change. As understanding of SLOs and valid measures of assessment has improved, dialogue about student learning has increasingly depended on reliable quantitative and qualitative data.

Student Support Services encourages all its programs and departments to engage in continuing dialogue about their relationship to the educational process at Norco Campus through participation in the Norco Strategic Planning Committee, Student Success Committee, Student Services Planning Council and Associated Students of Norco Campus (ASNC). Norco Student Activities, in collaboration with ASNC, supports and maintains events, programs, and activities that encourage student interaction and participation. Airey Library staff and campus learning support services personnel participate in the NSPC, the Academic Senate, and ongoing departmental discussions related to achievement of learning outcomes related to the campus mission and goals. Through Student Activities, the ASNC, and active participation in all shared-governance committees, the campus also provides many ways for students to listen and respond to each other and the Norco campus community and to engage in self-reflective dialogue and decision-making.

### **Institutional Integrity**

Institutional integrity is the basis of the cycle of evaluation, planning, improvement, and re-evaluation of instructional and student support services that has been established at the Norco Campus. These processes bear witness to the institution's commitment to accountability and the desire for the campus to present itself honestly to its stakeholders. Information about courses, admissions, class schedules, instructional programs and support services is reviewed frequently to ensure that it is accurate and timely. All publications are reviewed for appropriateness and suitability. The Academic Senate's Ethics Statement supports the integrity of the teaching-learning process, and faculty members distinguish between personal conviction and professionally accepted views in their disciplines.

Student Activities collaborates with ASNC to sustain an environment of personal and civic responsibility. Students are expected to adhere to standards of academic honesty and are informed of these standards in the *Student Handbook* and in course syllabi. The campus acknowledges and respects the diversity of its student population and its community; a wide variety of programs and activities promote and contribute to student understanding and appreciation of diversity. In all these ways, Norco demonstrates the strong institutional integrity that fuels the institution's mission and goals and guides the student's educational journey.



## Standard III.A Human Resources

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### **Standard III: Resources**

**The institution effectively uses its human, physical, technology, and financial resources to achieve its broad educational purposes, including stated student learning outcomes, and to improve institutional effectiveness.**

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#### **Standard III.A: Human Resources**

**The institution employs qualified personnel to support student learning programs and services wherever offered and by whatever means delivered, and to improve institutional effectiveness. Personnel are treated equitably, are evaluated regularly and systematically, and are provided opportunities for professional development. Consistent with its mission, the institution demonstrates its commitment to the significant educational role played by persons of diverse backgrounds by making positive efforts to encourage such diversity. Human resource planning is integrated with institutional planning.**

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**III.A.1. The institution assures the integrity and quality of its programs and services by employing personnel who are qualified by appropriate education, training, and experience to provide and support these programs and services.**

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**III.A.1.a. Criteria, qualifications, and procedures for the selection of personnel are clearly and publicly stated. Job descriptions are directly related to institutional mission and goals and accurately reflect position duties, responsibilities, and authority. Criteria for selection of faculty include knowledge of the subject matter or service to be performed (as determined by individuals with discipline expertise), effective teaching, scholarly activities, and potential to contribute to the mission of the institution. Institutional faculty play a significant role in selection of new faculty. Degrees held by faculty and administrators are from institutions accredited by recognized U.S. accrediting agencies. Degrees from non-U.S. institutions are recognized only if equivalence has been established.**

state and district hiring policies and procedures to ensure that physical, technical, and financial resources are appropriately and ethically utilized to achieve the highest levels of student learning and institutional effectiveness.

The campus follows the guidelines established by district policy as well as the Board of Trustees-approved hiring policies for classified, confidential, academic, and managerial employees (III.A.1-1a-d). This ensures a district-wide fair and equitable process and that all personnel have the qualifications required in specific job descriptions and/or meet minimum qualifications to provide, support, and maintain the educational programs and services of the college.

The Office of Diversity and Human Resources oversees the hiring processes for all district personnel, ensuring that established hiring procedures are administered fairly and equitably. The formation of hiring search committees is an established process in which

#### **Descriptive Summary**

Norco Campus employs qualified academic and classified personnel in accordance with

appropriate constituencies participate. These procedures are outlined in Board policy (III.A.1-1a-d) and in faculty, staff, and management handbooks (III.A.1-2, III.A.1-3, III.A.1-4).

Job descriptions include state-mandated minimum qualifications as well as specifically required and preferred qualifications (III.A.1-5). The descriptions are reviewed by the discipline and/or department head requesting the position; the search committee; the district Director of Diversity, Equity and Compliance; and the Director of Diversity and Human Resources. Diversity and Human Resources is responsible for ensuring that applicants meet the state-mandated minimum qualifications, including verification of degree from an accredited institution.

To ensure that new requests for full-time faculty positions are properly prioritized, the following policies and procedures have been established:

- Each department determines its hiring needs by (1) consulting with discipline faculty in the department; (2) utilizing identified staffing-needs information provided in campus-based annual program review requests; (3) taking into consideration the campus and educational master plans (III.A.1-6).
- Full-time faculty position requests are prioritized by the Norco Academic Planning Council (NAPC), a standing committee of the Norco Academic Senate (III.A.1-7). Ranking decisions are made using annually evaluated Weighted Ranking Criteria (III.A.1-8).
- The prioritized list is forwarded to the Norco Strategic Planning Committee Co-chairs Council (III.A.1-9) and then to the Norco Strategic Planning Committee (NSPC) (III.A.1-10) for review and revision at each level (III.A.1-11).

- Once approved by the NSPC the list is forwarded to the President of the campus. (III.A.1-12, III.A.1-13)
- The President reviews the final recommendations for new faculty. Upon being notified of funding availability, the President forwards to the district Vice Chancellor of Academic Affairs a list of recommended positions to be hired for the subsequent academic year. The President provides feedback in writing to the NSPC about any changes made to the hiring prioritization list.

In accordance with the faculty hiring policies of the RCCD Diversity and Human Resources Office, vacancy notices for all positions contain state minimum qualifications and educational requirements, list of duties and responsibilities for the position, expected workload, and criteria indicating potential to contribute to the mission of the institution (III.A.1-14).

Positions are advertised via mailed announcements, internal e-mail notifications with links to the public Human Resources website for RCCD, major newspapers and discipline-specific journals, the Community College Registry, and job sites via the web. The Director of Diversity, Equity, and Compliance consults with discipline members to ensure that the venues are appropriate to ensure diversity of the pool of applicants. At the Norco Campus, care is taken to ensure that the range of venues is sufficient to facilitate a diverse pool of applicants (III.A.1-15, III.A.1-16a, III.A.1-16b).

High integrity and performance of faculty are ensured by adherence to the following requirements:

- All candidates must meet the qualifications listed in the Minimum Qualifications for Faculty and Administrators in California Community Colleges adopted by the Board of

Governors of the California Community Colleges (III.A.1-17).

- Before the application review and selection processes begin, the composition of the applicant pool is analyzed to ensure that the goals established in the District Equal Opportunity Plan are met and that members of monitored groups are not adversely impacted (III.A.1-18).
- An equivalency committee appointed in accordance with the district equivalency process determines equivalency if requested by the search committee or by the Office of Diversity and Human Resources (III.A.1-19).
- Tenured faculty both within and outside the discipline are represented in all steps of the selection process.
- Academic job announcements, initial paper screening criteria, interview questions, and other criteria deemed necessary by the committee are reviewed and approved by the Office of Diversity and Human Resources before job announcements are publicly disseminated.

Full-time-faculty hiring involves the following additional requirements for search committee members:

- Search committee members reflect the diversity, range of interests, philosophies, and programs in the department and/or discipline.
- Composition of search committee members is consistent with federal and state guidelines on race/ethnicity and gender.
- Diversity and equity training is provided for faculty involved in the hiring process by Diversity, Equity and Compliance and Human Resources (III.A.1-20).

Selection of qualified full-time faculty involves:

- Degree and reference checks completed by the campus chief instructional officer or designee
- Interviews of finalists conducted by the President of the college/campus and the Vice President of Educational Services (III.A.1-21)
- Determination of degree equivalency for foreign degrees if applicable. A certified, translated copy of a candidate degree is required, with foreign credentials evaluated by a certified evaluation service (III.A.1-22).

High integrity and performance of managers and classified staff are ensured by adhering to the following procedures and requirements:

- Position descriptions and educational and experience requirements exist for all positions (III.A.1-23, III.A.1-24, III.A.1-25).
- All new employees must meet qualifications stated in job descriptions.
- The Administrative Planning Council (III.A.1-26) develops a prioritized list of classified and administrative requests for new positions.
- The prioritized list is forwarded to the Norco Strategic Planning Committee Co-chairs Council (III.A.1-9) and then to the Norco Strategic Planning Committee (NSPC) (III.A.1-10) for review and revision at each level.
- Once approved by the NSPC the list is forwarded to the President of the campus. (III.A.1-11, III.A.1-12, III.A.1-27)
- The President reviews the final recommendations for new faculty. Upon being notified of funding availability, the President forwards to the district Vice Chancellor of Academic Affairs a list of recommended positions to be hired for the subsequent academic year. The President provides feedback in writing to the NSPC about any changes made to the hiring prioritization list.

Assurance of the selection of qualified full-time classified, confidential, and administrative personnel is obtained through:

- Formal applications, review, and interview processes, through which decisions are made based on established job qualifications
- Classified and administrative job descriptions approved by the Director of Diversity, Equity and Compliance, with criteria, qualifications, and procedures for selection of personnel clearly and publicly stated in job descriptions/announcements (III.A.1-23, III.A.1-24, III.A.1-25)
- Reference checks conducted by the human resources specialist or hiring manager.

### **Self-Evaluation**

The standard is met. Working with the Office of Diversity and Human Resources, Norco Campus strives to select the best-qualified instructors for full-time faculty positions in terms of their knowledge of subject matter, teaching effectiveness, and ability to contribute to the mission of the institution. Oversight of hiring procedures will remain a district-level function administered through the district Diversity and Human Resources Office. Norco works in concert with this body to ensure all hires are linked to institutional and campus goals as identified in the Norco Educational Master Plan and annual unit program reviews.

### **Planning Agenda**

None

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**III.A.1.b. The institution assures the effectiveness of its human resources by evaluating all personnel systematically at stated intervals. The institution establishes**

**written criteria for evaluating all personnel, including performance of assigned duties and participation in institutional responsibilities and other activities appropriate to their expertise. Evaluation processes seek to assess effectiveness of personnel and encourage improvement. Actions taken following evaluations are formal, timely, and documented.**

### **Descriptive Summary**

Norco Campus adheres to district-established written policies and procedures for evaluating all faculty, administrators, and classified employees on a regular and timely basis. The specific formal process used varies depending on the employee group and is governed by general board policy (III.A.1-28).

For all personnel, the evaluation process uses performance indicators linked to institutional effectiveness and improvement. All criteria are accessible in written form (both electronic and hard copy), and employees are encouraged to familiarize themselves with their responsibilities, the expectations of their positions, the evaluation processes and timeline, and the appropriate evaluation forms. The evaluation process is used to identify strengths and special qualities of the person being evaluated and to define areas where it is determined that improvement might be beneficial. For all personnel, if employees receive a less-than-satisfactory rating, a remediation process is implemented.

### **Faculty**

The faculty tenure review process was re-organized in 2002 and again in 2008 and is detailed in the 2007-2010 collective-bargaining agreement; this document provides specific evaluation procedures (III.A.1-29). For all faculty, evaluation includes assessment of subject mastery, preparation for teaching, classroom

instructional methods, coaching/counseling skills, participation in student learning outcome assessment, and other campus and district involvement (III.A.1-30a-d, III.A.1-32a-e, III.A.1-33).

To properly assess performance, the purposes and frequency of faculty evaluations are broken out by category of hire:

- For regular tenured faculty, the purpose of evaluation is to strengthen the faculty member's instructional skills and professional contributions. Evaluations occur once every three years (III.A.1-29, III.A.1-30a-d, III.A.1-31).
- For contract faculty (non-tenured), the purpose of evaluation is to make a recommendation regarding the contract faculty member's continued service to the district. The committee also assists the contract faculty member in meeting and fulfilling the job-responsibility criteria set forth in the job announcement under which the contract faculty member was appointed. Using these criteria, the committee establishes a scope and process for the evaluation and the manner in which the faculty member will receive assistance. Evaluation occurs during the first semester of employment and in the fall semester of each of the following three years (III.A.1-29, III.A.1-31, III.A.1-32a-e).
- For part-time faculty, the purpose of evaluation is to assess professional performance, to provide advice as needed in professional areas, and to ensure that the faculty member is teaching the course in a manner consistent with the official course outline of record and with the standards of the discipline. Evaluation occurs during the first term of hire (winter and summer included), once each year for the two years following, and at least once every three years thereafter (III.A.1-29, III.A.1-31, III.A.1-33).

### **Classified/Confidential Staff**

For all staff, evaluation includes a review of performance in order to identify outstanding performance, areas needing improvement, and/or documentation of unsatisfactory performance.

- Classified staff employees receive a written evaluation at least once each year; the evaluation is conducted by the employee's immediate supervisor and includes a self-evaluation of performance (III.A.1-34).
- Probationary employees receive written evaluations at the end of the second month and each third month thereafter during the probationary period (III.A.2-34).

### **Management**

Board policies and administrative regulations specify the procedure for management evaluations and documentation. The purpose for evaluation of management is to encourage improvement in carrying out functions, duties and responsibilities within the criteria and processes prescribed in the district's Management Job Performance Evaluation document (III.A.1-35a).

Procedures for evaluation include:

- Assessment of administrators' effectiveness including performance standards, leadership/supervision skills, motivation skills, professional performance, interpersonal skills, knowledge base, contributions to the campus/ community, and professional development (III.A.1-35a)
- Evaluations supplied by peers, employees and/or manager evaluations, and a self-evaluation from the administrator (III.A.1-35b, III.A.1-35c)

- A timeline to ensure consistency and equity in the implementation of the management evaluation process:
- Newly appointed managers must be evaluated each year for the first two years in the position.
- Subsequent to the first two years, managers must be evaluated at least once per three-year period (III.A.1-36)
- The Office of Diversity and Human Resources sends evaluation forms to supervisors at the stated intervals.

The bargaining-unit agreements for both faculty and classified employees specify the purpose and frequency of evaluation using standardized evaluation criteria. The agreements also specify the manner in which actions may be taken after the evaluations are formally conducted and documented.

### **Self-Evaluation**

The standard is met. Written criteria exist for evaluating all personnel, including evaluation of performance of assigned duties as well as participation in institutional responsibilities and other activities appropriate to their assignments. Processes are in place to provide evidence that all scheduled evaluations are completed.

Diversity and Human Resources tracks the status of all evaluations in the Datatel system. Supervisors and their managers receive a succession of “delinquent” letters when staff evaluations are not completed in a timely manner. Also, the Vice Chancellor of Diversity and Human Resources reports to Chancellor’s Executive Cabinet members on a monthly basis all managers and supervisors who have incomplete staff evaluations. An annual report summarizing delinquent management evaluations is also provided to Executive Cabinet. These reports are used by presidents and vice chancellors to communicate with their managers.

### **Planning Agenda**

None

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**III.A.1.c. Faculty and others directly responsible for student progress toward achieving stated student learning outcomes have, as a component of their evaluation, effectiveness in producing those learning outcomes.**

### **Descriptive Summary**

Norco Campus and the district have implemented student learning outcomes within the general education curriculum and all disciplines and course outlines of record. General Education SLOs (GESLOs) have been established for the district as a whole; after much dialogue and collaboration with administrators, faculty, staff and student groups, the District Assessment Committee (DAC) recommended the Gen-Ed SLOs to the Academic Senate and the Board of Trustees, which approved them at its December 2006 meeting (III.A.1-37). In summer 2008, SLOs for all courses that meet general education requirements were aligned with General Education SLOs. The alignment was distributed to all disciplines throughout the district, and there is ongoing dialogue about GESLOs based on these results (III.A1-38).

Through the process of four-year comprehensive academic program review and annual campus-based program updates, faculty in more than 50 occupational and academic disciplines across the district are engaging in ongoing assessment projects at the course (discipline) and classroom (campus) level.

As a result of the program review process, over 90 percent of CORs have appropriate SLOs with related methods of instruction and methods of evaluation designed to assess

student progress towards achieving stated student learning outcomes. All program reviews include a ranking of where the discipline is in achieving an ongoing assessment cycle (III.A.1-39, III.A.1-40). The central document used to evaluate instructor effectiveness in producing stated SLOs is the discipline course outline of record.

In evaluating instructors' syllabi, self-evaluation reports (in the case of regular or contract faculty) and student evaluation surveys and classroom observation reports are examined by the chair of the department and by full-time faculty peers with discipline and assessment expertise, thus ensuring that the course outline is being adhered to (III.A.1-30b, III.A.1-31, III.A.1-32b, III.A.1-33). All instructors' syllabi are reviewed to ensure that they contain clear student learning outcomes for that course as stated in the Board-approved course outline of record. The review process is conducted following steps outlined in the faculty contract (III.A.1-29).

The final step in evaluation of a faculty member includes a dialogue that reviews the documents and their link to the official course outline of record (III.A.1-30b, III.A.1-32b, III.A.1-33). In addition, all faculty members participate in assessment of SLOs through their discipline's program review, which includes an assessment plan. The contract was revised for 2007-2010 to specify that "participation in student learning outcomes assessment processes" be incorporated as a criterion to be considered as part of the faculty evaluation process (III.A.1-29).

Norco student support services programs also undertake comprehensive non-instructional program review and identify SLOs and service area outcomes (SAOs). Assessment measures have been developed for all programs within the student support services framework in order to evaluate staff and program effectiveness in producing the

stated learning outcomes (III.A.1-34, III.A.1-41, III.A.1-42).

### **Self-Evaluation**

The standard is met. Faculty and others responsible for determining student learning outcomes and means of assessing student progress in achieving them have incorporated participation in assessment of SLOS into their evaluation processes. Achievement of SLOs is part of the contractually defined evaluation process in four ways:

- SLOs are incorporated in course outlines of record.
- District policy requires faculty syllabi to contain SLOs consistent with those in the course outlines.
- All full- and part-time faculty syllabi undergo mandatory review to ensure that appropriate SLOs are incorporated.
- "[P]articipation in student learning outcomes assessment processes" is explicitly incorporated in the faculty contract.

Norco Campus continues to provide workshops to faculty on incorporating student learning outcomes into integrated course outlines of record and on assessment techniques to measure the effectiveness of the discipline or program in achieving the stated SLOs (III.A.1-43). Technical assistance in designing and implementing SLO assessments is provided to faculty and staff by the Associate Dean of Student Success.

### **Planning Agenda**

None

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**III.A.1.d. The institution upholds a written code of professional ethics for all its personnel.**

**Descriptive Summary**

The Riverside Community College District (RCCD) has a number of policies and procedures that dictate appropriate conduct for its employees and foster an atmosphere of respect and trust throughout the district. These include:

- District Board Policies #2715 (“Code of Ethics/Standards”), #3050 (“Institutional Code of Ethics”), #4030 (“Academic Freedom”) and #5500 (“Standards of Student Conduct”) (III.A.1-44a-d)
- Board Policies #7310 (“Nepotism”) and #3430 (“Prohibition of Sexual Harassment and Retaliation”) provide clarity and guidance for faculty professional conduct with regard to equal opportunity and diversity, employment of relatives, duties and responsibilities of faculty, unlawful discrimination, and sexual harassment (III.A.1-1d, III.A.1-45).
- Board Policy #2712 (“Conflict of Interest Code”) requires Board members and designated employees to disclose economic interests and disqualify themselves from decisions that result in conflict of interests (III.A.1-46)
- Board Policies #3410 (“Nondiscrimination”) and #3430 (Prohibition of Harassment / Retaliation) also provide guidance with professional conduct regarding diversity and equal opportunity, employment of relatives, duties and responsibilities of staff, sexual harassment, and unlawful discrimination (III.A.1-1c, III.A.1-45).

- The RCCD District Academic Senate “Ethics Statement” is a Senate resolution (adopted in 2002 and approved by the Board of Trustees) to accept the California State Academic Senate’s adoption of the Professional Ethics Statement of the American Association of University Professors (AAUP) for faculty (III.A.1-47).
- The *Faculty Handbook* addresses instructors’ responsibilities in classrooms and laboratories, incorporating such specific guidelines as the California Education Code and the California Code for Title V (III.A.1-48).
- Board Policies #2715 (“Code of Ethics/Standards of Practice”) and #3050 (“Institutional Code of Ethics”) articulate standards of administrative behavior and conduct. These are also published in the *Management Handbook* (III.A.1-44a, III.A.1-44b, III.A.1-49).

The Diversity and Human Resources Office disseminates information to all employees pertaining to the district’s sexual harassment and unlawful discrimination policies and describes the procedure for filing complaints. District policies and procedures may also be found in the district catalog, the new Norco Campus catalog, and *Student Handbook* (III.A.1-50, III.A.1-51 III.A.1-52).

**Self-Evaluation**

The standard is met. Norco Campus and RCCD uphold a written code of professional ethics for all personnel as directed by Board policies and ethics codes.

**Planning Agenda**

None



## List of References

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- III.A.1-1a Board Policy #7120: "Recruitment and Hiring"
- III.A.1-1b Board Policy # 7100: "Commitment to Diversity"
- III.A.1-1c Board Policy # 3410: "Nondiscrimination"
- III.A.1-1d Board Policy # 7310: "Nepotism"
- III.A.1-2 *Faculty Handbook*
- III.A.1-3 *Classified/Confidential Staff Handbook*
- III.A.1-4 *Management Handbook*
- III.A.1-5 Sample job descriptions
- III.A.1-6 Sample Annual Program Reviews: discussion of staffing needs
- III.A.1-7 Website: Norco Academic Planning Council:  
<http://academic.rcc.edu/norco/apc/index.jsp>
- III.A.1-8 Weighting of Ranking Criteria for Faculty Positions, 2008-2009
- III.A.1-9 Website: Norco Strategic Planning Co-chairs Council:  
[http://academic.rcc.edu/norco/spc/co-chair\\_index.jsp](http://academic.rcc.edu/norco/spc/co-chair_index.jsp)
- III.A.1-10 Website: Norco Strategic Planning Committee:  
<http://academic.rcc.edu/norco/spc/index.jsp>
- III.A.1-11 Minutes: Norco Strategic Planning Committee: approval of prioritized staffing requests
- III.A.1-12 Norco Campus Prioritization Process
- III.A.1-13 Faculty Hiring Priority List 2008-2009
- III.A.1-14 Job Announcement, sample
- III.A.1-15 Sample newspaper job announcement
- III.A.1-16a Sample job announcement: Job Fair
- III.A.1-16b Sample job announcement: Community College Registry
- III.A.1-17 "Minimum Qualifications for Faculty and Administrators in California Community Colleges"
- III.A.1-18 District Equal Employment Opportunity Plan
- III.A.1-19 Sample equivalency documents
- III.A.1-20 Flyer/Notice: Office of Diversity, Equity, and Compliance: EEO and Interview Protocol Workshop
- III.A.1-21 Sample notification template for final interview (final-cut committee)
- III.A.1-22 Policy: translation of transcripts for degree equivalency; list of certified translation services in Los Angeles
- III.A.1-23 Sample position description for administrator
- III.A.1-24 Sample position description for classified staff
- III.A.1-25 Sample position description for confidential classified staff
- III.A.1-26 Website: Norco Administrative Planning Council:  
<http://academic.rcc.edu/norco/adpc/index.jsp>
- III.A.1-27 Staff Hiring Priority List 2008-2009
- III.A.1-28 Board Policy #7150: "Employee Evaluations"
- III.A.1-29 CTA contract 2007-2010, pp. 25-32
- III.A.1-30a Improvement of Instruction Forms for tenured faculty: Spring Meeting
- III.A.1-30b Improvement of Instruction Forms for tenured faculty: Scope and Process Summary
- III.A.1-30c Improvement of Instruction Forms for tenured faculty: Peer Review Committee Worksheet
- III.A.1-30d Improvement of Instruction Forms for tenured faculty: Peer Review Committee (cover sheet)

- III.A.1-31 Evaluation Forms for all faculty: Sample student evaluation form
- III.A.1-32a Improvement of Instruction & Tenure Review Forms for contract (untentured) faculty:  
Fall Meeting
- III.A.1-32b Improvement of Instruction & Tenure Review Forms for contract (untentured) faculty:  
Scope and Process Summary
- III.A.1-32c Improvement of Instruction & Tenure Review Forms for contract (untentured) faculty:  
Peer Review Committee Worksheet
- III.A.1-32d Improvement of Instruction & Tenure Review Forms for contract (untentured) faculty:  
Peer Review Committee Cover Sheet
- III.A.1-32e Improvement of Instruction & Tenure Review Forms for contract (untentured) faculty:  
Spring Follow-up Committee Report (cover sheet)
- III.A.1-33 Part-time faculty Evaluation documents
- III.A.1-34 CSEA Agreement, pp. 29-30: detailing evaluation process
- III.A.1-35a RCCD Management Performance Evaluation Document
- III.A.1-35b Manager Evaluation form
- III.A.1-35c Peer Evaluation form, managers
- III.A.1-36 *Management Handbook*, pp. 23-24
- III.A.1-37 Board Minutes December 2006: Approval of General Education SLOs
- III.A.1-38 Course alignment with General Education SLO
- III.A.1-39 *Comprehensive Instructional Program Review Background and Guidelines*
- III.A.1-40 Program Review Status by Discipline  
[http://www.rccdfaculty.net/pages/PR\\_status.htm](http://www.rccdfaculty.net/pages/PR_status.htm)
- III.A.1-41 Student Services Program Review 2008
- III.A.1-42 "Summary of general objectives, SLOs and SAOs and Assessment measures for  
Student Support Services areas"
- III.A.1-43 Flyer: SLO/Assessment Workshop
- III.A.1-44a Board Policy #2715: "Code of Ethics Standards of Practice"
- III.A.1-44b Board Policy #3050: "Institutional Code of Professional Ethics"
- III.A.1-44c Board Policy #4030: "Academic Freedom"
- III.A.1-44d Board Policy #5500: "Standards of Student Conduct"
- III.A.1-45 Board Policy #3430: "Prohibition of Sexual Harassment and Retaliation"
- III.A.1-46 Board Policy #2712: "Conflict of Interest Code"
- III.A.1-47 Academic Senate Ethics Statement/resolution
- III.A.1-48 *Faculty Handbook*, "Academic Policies and Procedures"
- III.A.1-49 *Management Handbook*, pp. 10-11
- III.A.1-50 *RCCD College Catalog 2008-2009*: District Sexual Harassment & Unlawful  
Discrimination Policies and Complaint Procedures
- III.A.1-51 *Norco Campus Catalog 2009-2010*: District Sexual Harassment & Unlawful  
Discrimination Policies and Complaint Procedures
- III.A.1-52 *Student Handbook*: District Sexual Harassment & Unlawful Discrimination Policies  
and Complaint Procedures

**III.A.2. The institution maintains a sufficient number of qualified faculty with full-time responsibility to the institution. The institution has a sufficient number of staff and administrators with appropriate preparation and experience to provide the administrative services necessary to support the institution's mission and purposes.**

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### **Descriptive Summary**

As a multi-campus community college district, RCCD is continually developing, evaluating, and improving the processes that govern resource distribution. The Norco and Moreno Valley campuses have experienced rapid student growth over the past five years. Utilizing the results from program review, the campus has refined its procedures for adding qualified full-time faculty.

### **Faculty Staffing**

To meet student needs, Norco Campus has added new staff and contract faculty positions through the district's budget allocation process.

From 2001-2006, 20 full-time faculty positions and 26.54 part-time faculty FTEF were added to the staff of Norco Campus. Twelve new full-time faculty members joined the staff in the fall of 2005, and eight faculty were added in the fall of 2006 (for a total of 66 full-time faculty); three were added in fall 2008, and five more positions have been approved for recruitment for fall 2009 (III.A.2-1a-e). If funded and filled, these positions will bring the total number of full-time Norco Campus faculty members to 75.

### **Staff and Administrators**

Since fall 2001, Norco Campus has added new support staff and administrative positions. In particular, the campus:

- Appointed a President for the campus (fall 2005)
- Added two vice presidents and two deans (fall 2006)
- Hired an Assistant Dean for Library

- Services (spring 2007)
- Hired an Associate Dean for Student Success (fall 2008)
- Approved and funded a custodial manager, instructional media assistant, custodian, and lab technician (fall 2008)
- Approved and funded an Associated Dean for Special Funded Programs (scheduled to begin by fall 2009)
- Created two new IDS positions
- Hired additional staff for Tutorial Services and Student Services.

Each of these new staff members and administrators was selected based on his/her appropriate knowledge and experience and his/her ability to support Norco's mission and educational goals. Currently, there is sufficient administrative support on Norco Campus.

As of fall 2008, Norco Campus employed the following personnel:

- 5 full-time counselors (including one DSP&S counselor)
- 5 part-time counselors (including one EOPS counselor)
- 69 full-time faculty
- 235 part-time faculty
- 1 full-time librarian and 1 full-time library assistant dean
- 3 part-time librarians
- 54 full-time classified staff
- 8 part-time permanent classified staff
- 15 administrators, supervisors and managers.

## Self-Evaluation

The standard is met. Norco Campus has a sufficient number of faculty, staff, and administrators to assure support for Norco's mission and goals.

The Norco campus selected consultants through a participatory process to assist with the development of a long-range Educational Master Plan (III.A.2-2). The district engaged a consultant to conduct an environmental scan of the demographics and potential student population served by Norco Campus, which would provide an indication of potential future human resource

needs for the campus (III.A.2-3). The Educational Master Plan was based on original research conducted for the project as well as other data, such as the external environmental scan, demographic data, and the like. It was presented to the Board of Trustees in January 2008 (III.A.2-4).

## Planning Agenda

Norco Campus, the NSPC, NAPC, and administration will continue to review the needs of the campus's growing and changing student population in order to best determine the campus's future staffing needs.

## List of References

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III.A.2-1a	Brochure: Job Description, Faculty Hire, 2008-2009: Art/ New Media/ Gaming
III.A.2-1b	Brochure: Job Description, Faculty Hire, 2008-2009: Chemistry
III.A.2-1c	Brochure: Job Description, Faculty Hire, 2008-2009: U. S. History
III.A.2-1d	Brochure: Job Description, Faculty Hire, 2008-2009: English
III.A.2-1e	Brochure: Job Description, Faculty Hire, 2008-2009: Counselor
III.A.2-2	Agreement: "Long-Range Educational Program, Growth and Capital Plans"
III.A.2-3	Charles McIntyre & Associates: 2007 Scan of Conditions External to RCCD
III.A.2-4	Minutes: Board of Trustees Meeting, January 2008, presentation of Norco Educational Master Plan

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**III.A.3. The institution systematically develops personnel policies and procedures that are available for information and review. Such policies and procedures are equitably and consistently administered.**

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**III.A.3.a. The institution establishes and adheres to written policies ensuring fairness in all employment procedures.**

### Descriptive Summary

Procedures ensuring fairness in all employment categories are governed by district policy and procedures; the California Education Code and Title V; bargaining-unit contracts; and state, federal and local labor laws. These policies are found in Board Policy Chapter VII—Human Resources.

Education Code Section 87359 and Title V Section 53430 regulations specify minimum qualifications for faculty and administrative hiring. Board of Trustees Policies #7160 ("Professional Development"); #3410 ("Non-discrimination"); #3115 ("Drug-Free Workplace"); #3230 ("Smoking"); #7310 ("Nepotism"); and Chapter VII—Human Resources—cover a variety of fairness-in-hiring regulations including nepotism; unlawful discrimination; equal employment opportunity; local, state and federal codes and regulations; leaves of absence including

sick leaves and jury duty; smoking and drug-free workplace concerns; salaries, employee classification, and bargaining agreements; and professional growth; insurance and group benefits. In May 2007, the Board approved three new policies that take the place of several policies in current sections III & IV (III.A.3-1, III.A.3-2a-f, III.A.3-3). All board policies are available on the district website under Board of Trustees.

The Office of Diversity and Human Resources oversees these policies and procedures. New or modified policies, procedures, and/or laws are communicated by disseminating the information to employees through institutional mailings and workshops and training upon appointment, in Board of Trustees minutes, via the Human Resources website, and by communicating to the Academic Senate and bargaining units of the district.

Norco Campus adheres to the employment practices established by the district, which are described in the Board Policy Manual and available on the District website (III.A.3-4). Oversight by college administrators and the district Diversity and Human Resources Office staff ensures that employees follow established policies and protocols.

### **Self-Evaluation**

The standard is met. Norco Campus adheres to written policies ensuring fairness in all employment procedures as designed and developed by the district and administered by its Office of Diversity and Human Resources.

### **Planning Agenda**

None

**personnel records. Each employee has access to his/her personnel records in accordance with law.**

### **Descriptive Summary**

District records are maintained for classified and academic personnel in the district's Office of Diversity and Human Resources in secure areas containing locked file cabinets that are available only to authorized employees and appropriate administrative staff. Records are maintained and protected in accordance with California Education Code Section 87031 (rights of employees to access personnel files), U.S. Government Labor Code Section 1198.5 (guaranteeing privacy of personnel files), and Civil Code Section 1798.24 (limiting disclosure of personnel information by agencies). Medical records are kept separate from the employee's personnel file and are also secured in a locked file cabinet.

All employees have the right to review their personnel file upon request (California Education Code 87031). All files must be reviewed in the presence of Human Resources staff to maintain security and confidentiality.

### **Self-Evaluation**

The standard is met. Norco Campus relies on the district's Office of Diversity and Human Resources for security and confidentiality of all employee personnel files. Per district policy, Norco Campus provides for security and confidentiality of personnel records by sending all confidential personnel related materials directly to the district's Office of Diversity and Human Resources. At the district Systems Office, each employee has proper access to his/her own personnel records.

### **Planning Agenda**

None

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**III.A.3.b. The institution makes provision for the security and confidentiality of**

## List of References

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III.A.3-1	Board Policy #6100: "Delegation of Authority"
III.A.3-2a	Board Policy #7160: "Professional Growth"
III.A.3-2b	Board Policy #3410: "Non-discrimination"
III.A.3-2c	Board Policy #3115: "Drug-Free Workplace"
III.A.3-2d	Board Policy #3230: "Smoking/Non-Smoking"
III.A.3-2e	Board Policy #7310: "Nepotism"
III.A.3-2f	Board Policy #3430: "Prohibition of Harassment and Retaliation"
III.A.3-3	Board Policies: Chapter 7 "Human Resources"
III.A.3-4	Website: Board Policy Manual: <a href="http://www.rcc.edu/administration/board/policies.cfm?new">http://www.rcc.edu/administration/board/policies.cfm?new</a>

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### **III.A.4. The institution demonstrates through policies and practices an appropriate understanding of and concern for issues of equity and diversity.**

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#### **III.A.4.a. The institution creates and maintains appropriate programs, practices, and services that support its diverse personnel.**

##### **Descriptive Summary**

Norco Campus demonstrates its commitment to equity and diversity by offering to its classified and academic employees a range of training and professional development opportunities via district and campus activities including:

- Sexual harassment avoidance and reporting training (III.A.4-1)
- Equal Employment Opportunity and interview protocols training (III.A.4-2)
- Technology training (III.A.4-3)
- New faculty orientation training (III.A.4-4a, III.A.4-4b)
- FLEX workshops on diversity and equity issues (III.A.4-4)
- Leadership training workshops and online modules (III.A.4-5)
- Management training on employment and personnel issues

- District procedure for reporting and processing discrimination, harassment, and retaliation complaints (III.A.4-6)
- Title V technology training for under-represented and at-risk student populations, (III.A.4-7)
- Norco Campus Diversity Committee

A district-trained human resources Equal Employment Opportunity (EEO) representative is present on all hiring committees for managers, faculty, and staff to ensure that members of the committee understand and follow EEO guidelines mandated by law and district policy.

The faculty, classified and confidential-staff handbooks contain the complete text of Board policies on equal employment opportunity, staff diversity, employee selection, unlawful discrimination, and sexual harassment (III.A.4-8, III.A.4-9, III.A.4-10).

##### **Self-Evaluation**

The standard is met. Norco Campus supports appropriate district equity and diversity policies and offers sufficient programs and training to serve its diverse personnel and student body.

## Planning Agenda

None

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### **III.A.4.b. The institution regularly assesses its record in employment equity and diversity consistent with its mission.**

#### **Descriptive Summary**

Norco Campus and the district's Office of Institutional Research maintain and evaluate records describing the diversity of Norco employees and student body. Institutional Research publishes an annual *Fact Book* in which the diversity of students and faculty is reported for each campus (III.A.4-11a, III.A.4-11b, III.A.4-11c). Diversity of all units throughout the district is reported to the state as required.

Norco Campus has shown its commitment to, understanding of, and concern for issues of equity and diversity by:

- Subscribing to, advocating and demonstrating integrity in the treatment of its employees
- Promoting a supportive work environment
- Fostering collaboration and improved levels of communication
- Promoting healthy working conditions
- Forming a Student Equity/Campus Diversity Committee.

#### **Self-Evaluation**

The standard is met. The district Offices of Institutional Research and Reporting regularly assess Norco Campus's employment equity and diversity to enable the campus to determine its congruency with the Norco mission. In a survey conducted in fall 2008, 75.5 percent of full-time faculty,

65.1 percent of part-time faculty, and 69.5 percent of classified staff "agreed" or "strongly agreed" with the statement that the "district's policies and practices demonstrate appropriate concern for issues of equity and diversity" (III.A.4-12, III.A.4-13).

## Planning Agenda

None

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### **III.A.4.c. The institution subscribes to, advocates, and demonstrates integrity in the treatment of its administration, faculty, staff, and students.**

#### **Descriptive Summary**

Norco Campus and the district maintain integrity in the treatment of personnel and students by adherence to a number of regulatory policies and laws, including union contracts; the State Education Code and Title V; district personnel policies and practices; and federal, state, and local labor laws. RCCD has established procedures and guidelines to enable it to hire highly qualified individuals who will respond effectively and sensitively to the educational needs of students of diverse racial, ethnic, cultural, socioeconomic and educational backgrounds, sexual orientation, or disability.

In addition, RCCD has an Equal Opportunity Plan that addresses district-wide policies on equal employment and educational opportunities. Compliance with these policies is the responsibility of the district's Diversity and Human Resources Office, which disseminates information to all students and employees regarding policies and procedures pertaining to sexual harassment, unlawful discrimination, and other matters relating to the integrity of the institution. The district demonstrates its concern for the integrity of the students, faculty, staff and

administrators by providing board policies that protect their respective rights. These policies are enumerated in the Board Policy Manual and in Standard III.A.1.d above (III.A.4-14a-e, III.A.4-15).

### Self-Evaluation

The standard is met.

### Planning Agenda

None

### List of References

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- III.A.4-1 Flyer/Announcement: Sexual Harassment Avoidance Training Workshop
- III.A.4-2 Flyer/Announcement: Diversity Training for Hiring Committees Workshop
- III.A.4-3 Website: Norco Online Technology Training Tutorials:  
<http://www.screencast.com/t/yLZidtOufP>
- III.A.4-4a Flyer/ Announcement: New faculty orientation, Norco Campus
- III.A.4-4b Flyer/ Announcement: New faculty orientation, district
- III.A.4-5 Website: online training modules: [www.4faculty.org](http://www.4faculty.org)
- III.A.4-6 EEO Information, Office of Diversity, Equity, and Compliance and Diversity and Human Resources
- III.A.4-7 Sample faculty training workshops Title V workshops/projects
- III.A.4-8 *Faculty Handbook*
- III.A.4-9 *Classified Staff Handbook*
- III.A.4-10 *Confidential Staff Handbook*
- III.A.4-11a *Fact Book 2008*
- III.A.4-11b *Fact Book 2009*
- III.A.4-11c Website: Institutional Reporting / Academic Services, link to Fact Books  
<http://www.rcc.edu/administration/academicaffairs/reporting.cfm>
- III.A.4-12 Report: 2008 Full-time Faculty Accreditation Survey
- III.A.4-13 Report: 2008 Part-time Faculty Accreditation Survey
- III.A.4-14a Board Policy #7120: "Recruitment and Hiring"
- III.A.4-14b Board Policy # 3410: "Nondiscrimination"
- III.A.4-14c Board Policy #3430: "Prohibition of Harassment and Retaliation"
- III.A.4-14d Board Policy # 7100: "Commitment to Diversity"
- III.A.4-14e Board Policy # 7310: "Nepotism"
- III.A.4-15 Board Policies: Chapter 7 "Human Resources"

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**III.A.5. The institution provides all personnel with appropriate opportunities for continued professional development, consistent with the institutional mission and based on identified teaching and learning needs.**

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**III.A.5.a. The institution plans professional development activities to meet the needs of its personnel.**

Based on the mission of Norco Campus, Board Policy #7160 ("Professional Development"), the pedagogical-training needs of the faculty, and the skills-training needs of support staff, professional-growth

### Descriptive Summary



opportunities are offered on a regular basis to faculty, staff, and administrators.

Faculty are provided varied opportunities for professional development through FLEX day activities/workshops, conferences/conventions, salary reclassification opportunities via professional growth activities, sabbatical leave awards,<sup>46</sup> and individual professional development activities designed and planned through collaboration by faculty and administration. All faculty development activities are conducted with the assistance of the Norco Coordinator of Faculty Development and by the District Office of Institutional Effectiveness.

Each activity is planned to meet one of the following criteria:

- Improvement of teaching
- Maintenance of current academic and technical knowledge and skills
- In-service training for vocational education and employment preparation programs
- Retraining to meet changing institutional needs
- Intersegmental exchange programs
- Development of innovations in instructional and administrative technique and program effectiveness
- Computer and technological proficiency programs
- Courses and training implementing affirmative action and upward-mobility programs
- Other activities determined to be related to educational and professional

<sup>46</sup> Professional-growth credit may be earned through approved activities, including workshops, publication, independent study and course work. Sabbatical leave policies are governed by the agreement between the District and the bargaining unit. The contract allows faculty to pursue course work, independent study or research, and such other activities as creative endeavors and curriculum development during their sabbatical.

development pursuant to criteria established by the Board of Governors of the California Community Colleges, including but not necessarily limited to programs designed to develop self-esteem

New full-time faculty orientation and training also includes face-to-face workshops and online instruction through 4faculty.org (III.A.5-1a, III.A.5-1b). Each new faculty member is mentored by arrangement with the campus Coordinator of Faculty Development. Part-time faculty are encouraged to attend welcome meetings, professional development workshops organized by full-time faculty in their discipline, regular faculty development workshops on campus, and online pedagogical resources on 4faculty.org (III.A.5-1b, III.A.5-2).

More than fifty different types of workshops are offered to faculty each year. These include discipline-specific training and ongoing collegiate dialogue, technology training, workshops on assessment and student learning outcomes, broad campus discussions of teaching and learning, Back-to-College days, and FLEX days (III.A.5-2, III.A.5-3a-c).

Technology training workshops are offered by campus faculty and technical support staff on an ad hoc basis and by the district through Open Campus and the Faculty Innovation Center. Faculty development activities and policies are communicated to faculty through the annual mailing to faculty homes, e-mail announcements and reminders, the FLEXtrack website, and the Online Faculty Handbook (III.A.5-4a, III.A.5-4b III.A.5-4c).

In addition, Norco Campus provides appropriate support for classified personnel through staff development opportunities including informational meetings, district workshops, professional organization workshops and seminars, professional organization conferences, community

education, and online workshops (III.A.5-5). All activities are designed to assist staff in maintaining and improving their knowledge and skills in the technical aspects of their job responsibilities. Moreover, Campus Maintenance and Operations provides continued training for its staff. Most recently, the grounds staff participated in two off-site seminars dealing with turf and athletic-field maintenance. The custodial staff also participated in a seminar on cleaning techniques for public buildings.

Requests for compensatory funds for attending development activities are managed by a classified and confidential Staff Development Committee comprised of five to seven classified and confidential employees representing various employee groups; the Vice Chancellor of Diversity and Human Resources (or a designee) chairs the committee.

The district also makes a variety of professional development programs available to staff and administrators, including workshops and programs on the following topics:

- Disability, discrimination, family and medical leave, workers' compensation, and retirement plans
- Legal issues regarding hiring in community colleges
- Administration of overlapping laws regarding disability retirement
- Performance management evaluations for community college districts
- Progressive discipline

### **Self-Evaluation**

The standard is met. FLEX Day activities and staff development activities are consistent with the institutional mission and based on identified teaching and learning needs. The district offers a variety of opportunities that meet the needs of its personnel. Sixty-nine

percent of full-time faculty, 57.5 percent of part-time faculty, and 65 percent of classified staff surveyed in fall 2008 agreed that "Norco Campus provides sufficient opportunities for professional development."

Opportunities for staff development have been readily available through the Classified and Confidential Staff Development Program under the auspices of the District Office of Diversity and Human Resources. The program's greatest success has been in providing funding for individuals seeking professional enrichment.

### **Planning Agenda**

None

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**III.A.5.b. With the assistance of the participants, the institution systematically evaluates professional development programs and uses the results of these evaluations as the basis for improvement.**

### **Descriptive Summary**

Participants in professional development activities evaluate the content and presentation of each activity at the conclusion of the respective program. All attendees, including administrators, department chairs, faculty, and staff are asked to rate their satisfaction pertaining to FLEX instructional development, professional and personal development activities, conferences, workshops, and the like. The evaluation forms also provide space for suggestions and/or recommendations (III.A.5-6).

The Office of Institutional Effectiveness assesses activities scheduled by the district to determine future needs and ways to improve professional development activities (III.A.5-7). The Norco campus Faculty Development Coordinator assesses the effectiveness of

each campus professional development workshop.

### Self-Evaluation

The standard is met. The district and Norco Campus provide faculty and staff who participate in professional development activities with sufficient opportunities to evaluate professional development events, and the district's Office of Institutional Effectiveness uses the results of these evaluations as a basis for continuous improvement of the professional development process.

FLEX requirements for faculty are contractually limited to 18 hours per academic year, some of which are reserved for discipline meetings. Currently, formal evaluative tools and informal requests serve as a means of assessing attendees' satisfaction and for determining future events.

### Planning Agenda

None

### List of References

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- III.A.5-1a      Announcement: New faculty orientation/training workshops
  - III.A.5-1b      Website: online training modules: [www.4faculty.org](http://www.4faculty.org)
  - III.A.5-2      Flyer: Faculty Development Workshop, sample
  - III.A.5-3a      Website: Norco Online Technology Training Tutorials:  
<http://www.screencast.com/t/yLZidtOufP>
  - III.A.5-3b      Flyer: SLO / Assessment Workshop, sample
  - III.A.5-3c      Agenda: FLEX Day activities, sample
  - III.A.5-4a      Annual FLEX Day mailing, sample
  - III.A.5-4b      Website: FLEXtrack: <http://www.flextrack.org/>
  - III.A.5-4c      Website: Online Faculty Handbook: <http://www.rccdfaculty.net/handbook/>
  - III.A.5-5      Sample staff development opportunities including district workshops, professional organization workshops and seminars, professional organization conferences, community education and online workshops.
  - III.A.5-6      Sample evaluation forms: FLEX and workshop activities
  - III.A.5-7      Sample assessment: Office of Institutional Effectiveness
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**III.A.6. Human resources planning is integrated with institutional planning. The institution systematically assesses the effective use of human resources and uses the results of the evaluation as the basis for improvement**

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### Descriptive Summary

Annually, the Chancellor asks each campus for its personnel requests. These requests are evaluated and prioritized at the campus level to meet state requirements and fulfill the mission of the District and the individual campus. At Norco Campus, the information

submitted to the Chancellor by the Campus President is compiled from the initial requests made in the Instructional, Student Services, and Administrative Annual Program Review documents. With input from the Norco Academic Senate, the requests are prioritized by the Academic, Student Services, and Administrative Planning

Councils, respectively. The staffing requests are revised and approved through the Strategic Planning Co-chairs Council and the Strategic Planning Committee according to the procedure set forth in the RCC Norco Prioritization Process (III.A.6-1a-e, III.A.6-2; see Standard III.A.1.a. for a detailed explanation of the process). Local campus human-resources planning is thus integrated with campus and district planning procedures through the district-wide strategic planning process (III.A.6-3a, III.A.6-3b).

Hiring policies and search processes are managed by the district's Office of Diversity and Human Resources. Norco Campus has procedures by which it systematically assesses the effective use of its human resources. The annual program review and comprehensive four-year program reviews for instructional and non-instructional programs identify human-resource needs. After these are identified at the discipline and program level, they are prioritized by each unit and forwarded to the appropriate campus planning council to be prioritized. The Student Services Planning Council prioritizes human-resources needs for its areas, the Administrative Planning Council prioritizes needs for its areas, and the Norco Academic Planning Council, a standing committee of the Norco Academic Senate, prioritizes faculty positions. All three councils look at the needs on a campus-wide basis and in accordance with the Educational Master Plan (III.A.6-4), and each agrees upon a set of ranking criteria tied to campus and district strategic objectives (III.A.6-5a, III.A.6-5b, III.A.6-5c). The prioritized requests for staffing are forwarded to the Norco Strategic Planning Co-chairs Council and then to the general body of the NSPC for campus-wide discussion, review, and approval. Finally, the NSPC forwards its hiring recommendations to the President further action. The President reviews the position requests and forwards recommendations for recruitment and hiring

to the district on the basis of available funding in a given budget year (III.A.6-2).

Additionally, information provided by District Strategic Planning results, Board Strategic Initiatives, and department/discipline program reviews is used to develop the mid-range financial planning model that includes a five-year human resource plan (III.A.6-6). Positions identified in the human resource plan are either ones identified in the respective program review or are listed due to established standards, i.e., Maintenance and Operations Standards that help to identify human resource requirements related to new facilities (III.A.6-7).

The President's Cabinet is responsible for providing oversight for the annual review and update of the mid-range financial plan.

### **Self-Evaluation**

The standard is met. Norco Campus follows procedures that fully integrate human resource planning with institutional planning. The Norco Educational Master Plan provides the guidelines and the inclusive processes for establishing priorities and ensuring transparency and dialogue about both the process and the appropriateness of the prioritization in relation to strategic planning more broadly. Each of the planning councils and the NSPC have engaged in evaluation of the processes as they have been used over the last two years, and changes have been made in the ranking criteria as a result of those discussions (III.A.6-5a, III.A.6-5b, III.A.6-5c, III.A.6-8a, III.A.6-8b). Perhaps most importantly, once a determination of funding availability has been made through the district budget allocation model, the Campus President has sole discretion, based on input from campus stakeholders, to decide upon faculty and staff positions to be added. Strong evidence of recent progress in linking staffing decisions to institutional planning is provided by the results of the fall 2008 campus accreditation survey, in which the

number of faculty respondents agreeing that “Norco links staffing decisions to its strategic planning committees” increased to 75.5 percent from 40 percent in the 2007 survey.

## Planning Agenda

None

## List of References

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- III.A.6-1a Website: Norco Academic Planning Council:  
<http://academic.rcc.edu/norco/apc/>
- III.A.6-1b Website: Norco Student Services Planning Council:  
<http://academic.rcc.edu/norco/sspc/>
- III.A.6-1c Website: Norco Administrative Planning Council:  
<http://academic.rcc.edu/norco/adpc/>
- III.A.6-1d Website: Norco Strategic Planning Co-chairs Council:  
[http://academic.rcc.edu/norco/spc/co-chair\\_index.jsp](http://academic.rcc.edu/norco/spc/co-chair_index.jsp)
- III.A.6-1e Website: Norco Strategic Planning Committee:  
<http://academic.rcc.edu/norco/spc/index.jsp>
- III.A.6-2 Norco Campus Prioritization Process
- III.A.6-3a *Strategic Planning Process, 2001-2006*
- III.A.6-3b *District Strategic Plan 2008-2012*
- III.A.6-4 Norco Educational Master Plan
- III.A.6-5a Weighting of Ranking Criteria for Faculty Positions, 2008-2009
- III.A.6-5b Weighting of Ranking Criteria for Student Services, 2008-2009
- III.A.6-5c Weighting of Ranking Criteria Administrative requests, 2008-2009
- III.A.6-6 Mid-range financial planning model, including a five-year human resource plan
- III.A.6-7 Sample positions identified in the human resource plan
- III.A.6-8a Weighting of Ranking Criteria for Faculty Positions, 2007-2008
- III.A.6-8b Weighting of Ranking Criteria Administrative requests, 2007-2008
- III.A.6-9a Report: 2008 Full-time Faculty Accreditation Survey
- III.A.6-9b Report: 2007 Full-time Faculty Accreditation Survey



## Standard III.B Physical Resources

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### **Standard III.B: Physical Resources**

**Physical resources, which include facilities, equipment, land, and other assets, support student learning programs and services and improve institutional effectiveness. Physical resource planning is integrated with institutional planning.**

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**III.B.1. The institution provides safe and sufficient physical resources that support and assure the integrity and quality of its programs and services, regardless of location or means of delivery.**

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**III.B.1.a. The institution plans, builds, maintains, and upgrades or replaces its physical resources in a manner that assures effective utilization and the continuing quality necessary to support its programs and services.**

#### **Descriptive Summary**

Norco Campus opened in 1991 as an educational center and satellite campus of the Riverside Community College District. The district's original plans for the campus called for facilities to be constructed in five phases. Phase I of the building plan was completed in 1991, not long after the campus opened. Phase II of the initial build-out plan has been completed. Phase III, which includes revisions due to increased cost of materials, was approved by the state of California in 2006 and will be completed in June 2009 (III.B.1-1, III.B.1-2). The planning of Phase I, Phase II, and Phase III proceeded in conjunction with input from the Site Committee,<sup>47</sup> comprised of faculty and staff with guidance from the district's Facility Planning, Design, and Construction Department.<sup>48</sup>

The most recent state-funded building project, Phase III, was designed to alleviate some of the critical need for space by providing (with the aid of Measure C funding) an Industrial Technology building (in response to the needs of the growing manufacturing program). The Industrial Technology building<sup>49</sup> will include lecture halls, labs, and faculty offices. Additional projects include a chemical-storage building, athletic fields and storage facilities, Student Success Center building, and an Operations Center<sup>50</sup> (III.B.1-3). The Student Success Center will contain a cafeteria, student-government offices, and work space for instructional support functions; the Operations Center will house the campus's Network Operations Center, Maintenance and Operations, and Technology Support functions such as the Micro-computer Support Group and Instructional Media Center (III.B.1-4). A secondary-effects project associated with occupancy of the Industrial Technology and Student Success buildings is being designed to provide an integrated space for our various learning labs, an additional chemistry and biology lab, upgrade of the physics lab, creation of an

<sup>47</sup> This committee has now evolved into the Norco Strategic Planning Committee (NSPC).

<sup>48</sup> Originally, the campus was to be constructed in five phases; this evolved into an eight-phase build-out plan designed to give the campus more opportunities to obtain state funding. The current Facilities Master Plan and the Long-Range Educational Master Plan were accepted and approved by the District Board of Trustees in 2001.

<sup>49</sup> The architects for Phase III are tBP/Architecture; construction managers for the tech building are Pro-West Constructors, Inc.

<sup>50</sup> The 2001 Facilities Master Plan included the Industrial Tech building in Phase III; funding for the Student Success Center and the OC comes from Measure C, while the chemical-storage building is provided for by earmarked state funds.

art gallery, and additional space for health services and administrative support.

In February 2007, the Norco Strategic Planning Committee approved six new modular classrooms plus one restroom building; this facility, known as the West End Quad, opened in the fall 2007 semester and provides vital “swing space” to ensure the continuation and growth of instructional services while the aforementioned building projects are underway.<sup>51</sup> The West End Quad includes:

- Two large lecture rooms (capacity 75-100)
- A physical education activity center with fitness equipment
- Office space for faculty
- A restroom facility
- Space for a Construction Programs demonstration project.

Implementation of this project has extricated the campus from costly and inefficient leasing arrangements and has accommodated enrollment growth in the period leading up to the fall 2009 opening of the Phase III Industrial Technology building.

The Norco Campus Educational Master Plan, augmented by annual program reviews, is the primary means by which departments and programs:

- Evaluate, modify and prioritize their physical-resources needs.
- Request facilities and physical equipment, including physical plant changes, additions, and modifications (III.B.1-5).

The Educational and Facilities Master Plans, presented to the Board of Trustees in

January 2008, sets forth mid-term and long-range programmatic objectives, accompanied by a plan for future build-out of the Norco Campus. Future planned projects include a Center for Health, Wellness, and Kinesiology; Performing and Visual Arts Center; and Science, Liberal Arts and career/technical classroom buildings. The next projects scheduled for implementation are the South Corona Educational Center and the Wellness Center. It is anticipated that a combination of state and local bond funding will be required for these projects

As part of the ongoing process of facilities planning, each instructional and non-instructional department on campus identifies its resource needs (people, facilities, equipment, supplies, services) by means of comprehensive program reviews conducted on a systematic four-year cycle as well as annual program updates. Department chairs communicate resource requests to the Norco Academic Planning Council (NAPC). Utilizing information from the Educational Master Plan, comprehensive program reviews, annual program review updates, and other sources and guided by Norco’s institutional goals, the Norco Strategic Planning Committee (NSPC) identifies and prioritizes facility needs, then forwards its recommendations to the Campus President (III.B.1-6). These needs have been aggregated in the form of the Norco Educational and Facilities Master Plans.

Additionally, information provided by District Strategic Planning results, Board Strategic Initiatives and department and discipline program reviews is used to develop the mid-range financial planning model that includes a five-year equipment acquisition and replacement plan (III.B.1-7). Equipment identified in the equipment acquisition and replacement plan has been identified in the respective program review or provided in conjunction with new or renovated facilities (TCO) (III.B.1-8).

<sup>51</sup> The project was given final budgetary approval by the Board of Trustees in March 2007.



The President's Cabinet is responsible for providing oversight for the annual review and update of the mid-range financial plan. The President and her Cabinet then communicate physical resource needs to the appropriate committees at the district level, particularly to the District Strategic Planning Committee. Through this strategic planning process, all constituencies have input into capital planning, design, and construction for new and updated facilities that support Norco Campus programs and services.

The strategic facilities planning process described above has been implemented for the Student Success Center building approved by the Board of Trustees in fall 2006 (funded by Measure C) (III.B.1-9). A Student Success Center design team composed of faculty, staff, administrators, and students worked with the architectural team to design a center that will meet current and future needs (III.B.1-10). The Student Success Center building will include a large and comprehensive dining room and areas for student study and social interaction and will accommodate student-service programs (including Associated Students) and other service programs that promote student retention (III.B.1-2). The center will also contain multipurpose meeting rooms, including at least one large meeting area for all-faculty meetings and Board of Trustees meetings, which have typically been held in the administrative building foyer because no other space was available.

Regarding the Phase III Industrial Technology building, construction is on schedule with an estimated completion date of June 2009. Faculty members were involved in formulating the original building plans years ago and have continued to participate as these plans have been modified and refined.

At this time, classrooms on the Norco Campus are well utilized during the morning, afternoon, and evening hours, Monday

through Thursday; in the mornings on Friday; and during daytime hours on Saturday<sup>52</sup> (III.B.1-11a-b). With the steady increase in student population and additional classroom space provided by the opening of the JFK Middle College High School adjacent to Norco Campus, more classes are being scheduled in the afternoons and evenings Monday through Thursday.

In addition to the West End Quad installed in fall 2007, three modular buildings currently provide one classroom (one portable) and office space (two portables) for Norco faculty members. Courses being offered at off-site locations have been dramatically reduced with the completion of the West End Quad and are now limited primarily to specialty classes, such as golf and bowling. A number of evening classes have been offered at JFK Middle College High School, located on the Norco Campus, since its opening in fall 2006. These classes are expected to be curtailed once the Industrial Technology Building opens.

Since 2001, Norco Campus has:

- Added a number of modular buildings which are used for classrooms, faculty offices, and administrative space (III.B.1-12).
- Added sections of courses at a variety of off-campus locations and scaled these offerings back once on-campus facilities became available (III.B.1-13).
- Added over 22 classes in afternoons and evenings through the partnership with JFK High School (III.B.1-14).
- Constructed and later upgraded facilities by remodeling the Early Childhood Education Center using funds from Measure C, a local bond measure, and other funds. Remodeling included:
  - features that support study of childhood education and socialization

<sup>52</sup> Weekend College is being held on a six- to eight-week class schedule throughout the academic year.

- installation of tile flooring in restrooms
- a surveillance system for safety purposes
- an acoustical and sound system in the classrooms
- installation of concrete pathways around the playground (III.B.1-15a, III.B.1-15b).
- Installed a “floating floor” in the Multipurpose/Activities building to support student safety and quality of instruction.
- Resurfaced the existing parking lots and completed a new parking lot adjacent to the JFK Middle College High School in the summer of 2006.
- Approached completion of the Phase III Industrial Technology Building and finalized planning and pre-construction work for the Student Success Building.
- Completed construction of an artificial surface soccer facility to accommodate men’s and women’s intercollegiate soccer, scheduled to begin in 2010.

The District’s Office of Facilities Planning has initiated the NORESO EMS Project, a plan to make Norco Campus lighting and energy systems more efficient and environmentally friendly. The project includes a variety of activities, from changing to more energy-efficient light bulbs in classrooms and offices to upgrading existing air conditioning and heating systems. The internal light fixture (occupancy sensors) and external light pole replacement program is completed. The second phase of the project, dealing with management of the energy conservation system, was completed in 2008 (III.B.1-16).

The Norco Campus now has 11 permanent buildings, including the Child Development Center and the physical plant, with three additional permanent buildings under construction or in the design phase. Also, there are nine modular buildings, a dramatically upgraded artificial surface

soccer field, and parking for approximately 1618 vehicles.

### **Self-Evaluation**

The standard is met. Planning processes are in place to assure effective utilization and continuing quality of facilities at Norco Campus in order to support its programs and services. The addition of new portables, the impending opening of new permanent structures, and the construction of the JFK Middle College High School, providing additional classroom space in late afternoons and evenings, have enabled the campus to meet some of the needs of its ever-growing student population and evolving programs and services. Although it has historically been a struggle to find sufficient space, the campus is moving rapidly toward providing appropriately equipped facilities to accommodate its current and projected future student population.

Phase III of the campus build-out plan received funding from the state of California, and the new buildings will alleviate much of the campus’s classroom and office space needs. In addition, as previously discussed in the Descriptive Summary, adoption of the Educational and Facilities Master Plans will allow the campus to better anticipate future needs as the institution continues to grow. As evidenced by the high rate of utilization of the West End Quad and the campus’s overall fill rate of approximately 98 percent in 2008-2009, Norco has been and continues to be in rapid-growth mode.

Since the October 2007 ACCJC site visit, the relationship between district and campus facilities and planning processes has been dramatically clarified and improved. The district has adopted a strategic plan, and the District Strategic Planning Committee is playing a more active role in review and approval of campus facilities projects. Progress has been made toward prioritizing

capital expenditures on a district-wide basis, with campuses given greater discretionary autonomy in designing and prioritizing their own projects.

### Planning Agenda

- Continue to implement and evaluate processes and procedures for successful campus-based planning that is integrated with district strategic planning.
- Continue to implement the Educational and Facilities Master Plans for the Norco Campus.
- Continue to build out the campus to meet student and staff requirements as enrollments increase and program offerings evolve.

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**III.B.1.b. The institution assures that the physical resources at all locations where it offers courses, programs, and services are constructed and maintained to assure access, safety, security, and a healthful learning and working environment.**

### Descriptive Summary

Norco Campus facilities personnel meet regularly to address issues of proper access and safety at all locations where programs, services, and courses are offered. Facilities personnel also ensure that security issues are addressed and coordinated with College Safety and Police. In terms of strategic planning, the Resources Subcommittee of the Norco SPC also meets on a regular basis to ensure alignment with emerging academic and service needs and requirements with emerging facilities. In summary, their responsibility is to present solutions that lead to a more healthful learning and working environment (III.B.1-17a, III.B.1-17b, III.B.1-18).

Through a process of dialogue with her Cabinet and appropriate campus constituencies, including the NSPC and its Resources Subcommittee, the Norco Campus President reviews the existing facilities both on- and off-campus to identify room use and effective utilization of all buildings and grounds. This information is summarized and sent to the district, where it is compiled into a district facilities-utilization report, which is forwarded to the state Chancellor's office (III.B.1-19, III.B.1-20).

By means of shared operations at the district and campus levels (see also Standard III.B.2.b.), Norco Campus assures safety, security, and access to its facilities, specifically utilizing the following means:

- All blueprints and designs for new buildings (credit-course facilities) are submitted to the Division of the State Architect (DSA), which provides oversight for the design and construction for all California K-12 schools and community colleges (III.B.1-21a, III.B.1-21b). New buildings and major remodeling of on-campus buildings are designed to meet all applicable state and local codes.
- A work-order system (Footprints) for all routine maintenance requests exists to support any campus employee who requests repairs or replacements. This information is logged electronically (III.B.1-22).
- The Director of Plant Operations and Maintenance keeps a scheduled maintenance list developed in conjunction with the district. The list ensures that roofs, heating and cooling systems, fire-suppression systems, and similar safety equipment are replaced or upgraded in a timely manner (III.B.1-23).
- Facilities undergo regular inspection through on-campus, bi-monthly safety- and quality-control walks performed by the Norco Campus Director of Plant

Operations and Maintenance.<sup>53</sup> (III.B.1-24).

- Any problems found during quality walks are logged electronically using Footprints (suspended since 2005) (III.B.1-22).
- Safety-hazards problems receive the highest priority in terms of finances and response time.
- Disabled Student Programs and Services (DSP&S) assists faculty and staff in ensuring that each classroom has the appropriate physical and technical equipment (e.g., tape recorders, Braille readers/writers), furniture, and personnel (e.g., sign translator for the deaf) to support participation and learning for all students needing assistance in the varied educational environments existing on campus<sup>54</sup> (III.B.1-25).
- An on-campus audit for accessibility was conducted by the State Chancellor's office in early February 2007.
- College-credit classes held at off-campus sites must meet the standards of the Field Act.
- Emergency information is posted in public locations throughout campus buildings and bulletin boards and at all off-site locations so that staff and students know what to do in the event of an emergency, such as earthquake or fire.
- Blue-light safety/emergency systems are installed throughout the campus so that staff and/or students may alert police to any potential problems on campus.

<sup>53</sup> The District Facilities Planning Office used to be in charge of this process and generated a list of safety, infrastructure, environmental, and grounds concerns that were prioritized and acted upon (III.B.1-24). The list included repairs and/or replacement items. This responsibility was decentralized to the campuses in 2007.

<sup>54</sup> In the spring of 2007, using Measure C funds, the district began a second comprehensive review of all facilities for compliance with ADA regulations in accordance with state mandates. The development of a comprehensive ADA transition is underway.

- At the Norco Campus, remodeling of the Early Childhood Education Center included improvement of safety features (surveillance system). In addition, a "floating floor" was installed in the Multipurpose Activities Building to support student safety and quality of instruction; activities classes had been previously conducted on a concrete floor (III.B.1-26).

The buildings from Phases I and II of Norco's build-out, constructed in 1991, are now covered under the Deferred/Scheduled Maintenance Plan with the State of California. The institution's Scheduled Maintenance Plan includes upgrades to building features such as roofs, automatic doors, carpet, interior and exterior paint, and restrooms (III.B.1-23).

Sworn district police officers assigned to the campus provide professional services and safety assistance to students, faculty, and staff. Though campus assignments and schedules of police officers are decided at the district level, biweekly briefings are provided to campus-based managers, and the Norco Campus has a College Safety and Police office and participates in the district-wide, 24-hour, central dispatch system. Off-site locations are served by the nearest police department via the 911 emergency systems.

Credit classes are also housed off-campus in public and privately owned buildings that meet most of the same stringent local and state codes as the on-campus site. However, owners of off-site locations are responsible for their maintenance and security. Suitability of off-site locations is evaluated by the Dean of Instruction and/or the Vice President of Educational Services, who also implements and oversees off-site contracts. Currently, the Dean or Vice President asks department chairs to provide instructor feedback regarding the sufficiency and adequacy of off-site locations. When

specific facilities improvements are recommended by faculty or students, corrections are made, as feasible. As previously stated, course offerings off-site have been dramatically reduced.

### **Self-Evaluation**

The standard is met. District and Norco Campus procedures and policies are in place to assure access, safety, security, and a healthful learning and working environment. Of full-time faculty respondents to the fall 2008 accreditation survey, 86.7 percent, joined by 91 percent of part-time faculty and 69.6 percent of classified staff, agreed or strongly agreed that “[o]verall, the campus buildings provide a safe and healthy environment in which to work and learn.”

The Director of Plant Operations and Maintenance at the Norco Campus has established and maintained effective procedures to ensure that the selection, maintenance, inventory, and replacement of faulty and/or needed facilities equipment are accomplished in a regular manner that

supports the programs and services of Norco’s students and staff.

The current maintenance and custodial staffs work diligently to ensure that the buildings are kept safe and clean and that all extra-curricular activities are provided with the facilities and equipment needed on the Norco Campus. Campus roads and parking lots are well lit and maintained and provide secure passage for all drivers and pedestrians. In addition, a city bus comes onto the campus during the day for students needing public transportation.

The Director of Plant Operations and Maintenance, in conjunction with the Campus Safety Committee, conducts routine local walks to identify unsafe conditions, including potential ADA violations. Procedures for reporting results and implementing corrective action are standardized.

### **Planning Agenda**

None

### **List of References**

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- III.B.1-1 Phase II Facilities Master Plan, Norco
- III.B.1-2 Phase III Facilities Master Plan, Norco
- III.B.1-3 RCCD Five-Year Capital Construction Plan (Norco Campus), 2009-2015
- III.B.1-4 Minutes, Technology Subcommittee meeting: spring 2005
- III.B.1-5 Norco Educational Master Plan
- III.B.1-6 Norco Campus Strategic Planning Implementation Process
- III.B.1-7 Mid-range Financial Plan, including a five-year equipment acquisition/replacement plan
- III.B.1-8 Equipment identified by the Mid-range Financial Plan
- III.B.1-9 Board of Trustees minutes: approval of Measure C funding for Student Support Building at Norco
- III.B.1-10 Agenda: Student Support Services Center Task Force Meeting, sample
- III.B.1-11a *Schedule of Classes*, fall 2008
- III.B.1-11b *Schedule of Classes*, spring 2009
- III.B.1-12 District modular projects and budget approvals, Board report VI-C-2, March 20, 2007
- III.B.1-13 Off-site Locations 2006-2007
- III.B.1-14 Copy, JFK partnership agreement

- III.B.1-15a Early Childhood Education Centers upgrades and retrofit, Moreno Valley and Norco Campuses, Board report VI-B-2, November 21, 2006
  - III.B.1-15b purchase order #63608, October 18, 2005: All Sports Flooring, Junkers Clip Systems Floating Floor in Norco Activity Center
  - III.B.1-16 Report: NORESO EMC (environmental) Project
  - III.B.1-17a Minutes: Physical Resources Workgroup, Resources NSPC subcommittee, sample
  - III.B.1-17b Website: Resources Subcommittee Minutes & Documents:  
[http://academic.rcc.edu/norco/spc/std3\\_docs.jsp](http://academic.rcc.edu/norco/spc/std3_docs.jsp)
  - III.B.1-18 Duties of Physical Resources Workgroup
  - III.B.1-19 Norco Facilities Utilization Report
  - III.B.1-20 District Facilities Utilization Report
  - III.B.1-21a Website: Division of the State Architect: <http://www.dsa.dgs.ca.gov/default.htm>
  - III.B.1-21b Report: submitted to the Division of the State Architect, sample
  - III.B.1-22 Sample Footprints work order—2008-2009, Norco Campus
  - III.B.1-23 Scheduled Maintenance Plan
  - III.B.1-24 Sample Safety-Quality Control Walk List
  - III.B.1-25 DSP & S facilities request for classrooms or DSP & S Center
  - III.B.1-26 Contract for floating floor in Multipurpose Building
  - III.B.1-27 Report: 2008 Full-time Faculty Accreditation Survey
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**III.B.2. To assure the feasibility and effectiveness of physical resources in supporting institutional programs and services, the institution plans and evaluates its facilities and equipment on a regular basis, taking utilization and other relevant data into account.**

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**III.B.2.a. Long-range capital plans support institutional improvement goals and reflect projections of the total cost of ownership of new facilities and equipment.**

#### **Descriptive Summary**

In June 2008, the RCCD Board of Trustees approved a Five-Year Capital Construction Plan 2009-2015 (III.B.2-1). This document indirectly links district physical-plant development with Norco Campus's educational goals and its local capital planning process. The local capital planning process is driven in turn by the Educational Master Plan (see discussion in Standard III.B.1.a above) and the District/Campus Facilities Master Plans. Based on the facilities, equipment and staffing requests provided by instructional, student services, and administrative units, the Facilities Master Plan provides a direct link between facilities and the campus's educational goals.

Capital projects needed to support specific program/discipline goals are initiated at the discipline level through annual and comprehensive program review, evaluated by the appropriate department, and forwarded to the Resources Subcommittee and/or the NSPC for final recommendation to the Campus President and her Cabinet, who convey the Norco project requests to the District Strategic Planning Committee (DSPC). Upon a favorable recommendation by the DSPC, the item is forwarded to the Chancellor for consideration and presentation for action by the Board of Trustees (III.B.2-2).

Certain projects that preceded the establishment of local approval processes followed a different process. Recent capital projects falling into this category include the John F. Kennedy Middle College High School and the chemical-storage building (III.B.2-3,

III.B.2-4a, III.B.2-4b, III.B.2-4c). These projects were required in order to either comply with state and/or federal regulations, assure reliable delivery of district operations, or represent a district-based initiative.

As part of its capital development process, the district must complete an initial project proposal and final project proposal for state funded projects, which are delivered to the State Chancellor's office for review and approval (III.B.2-5a, III.B.2-5b). All proposals must include operating costs, including utility-cost estimates and classified-staff requirements.

The district formula for determining "total cost of ownership" includes such items as:

- Capital investment
- Operating costs
- Short- and long-term requirements of facility or equipment
- Debt service, if any
- Ownership of equipment or facility vs. renting or leasing
- Useful life and salvage value
- Scheduled or deferred maintenance.

In spring 2007, the district created a Maintenance and Operations Task Force. The task force presented its findings to the Vice Chancellor for Administration and Finance in October 2008. The findings included recommendations in the following areas:

- Building-maintenance standards
- Maintenance and operations staffing-level benchmarks based on factors such as assignable and gross square footage
- Training and development of maintenance and operations staff.

### Self-Evaluation

The standard is met. Norco's long-range capital plans support campus improvement goals and reflect district projections of the total cost of ownership of new facilities and equipment.

The district has procedures in place to work with Norco Campus to assure that the institutional goals are supported. The institution has improved strategic facilities planning by developing a mid-range financial model that earmarks operational resources using the base budget and the new budget allocation model (see Standard III.D.2.a.). The budget allocation model is designed to assure maintenance of district assets, achievement of safety benchmarks, and appropriate support for instructional or student services whenever new capital facilities are constructed.

### Planning Agenda

- Continue to evaluate the effectiveness of the strategic planning process for informing facilities planning at the local level.
- Proceed with the implementation of a mid-range financial plan that includes cost estimates for required staffing, equipment, and services to support program development and/or maintenance of new capital facilities.

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**III.B.2.b. Physical-resource planning is integrated with institutional planning. The institution systematically assesses the effective use of physical resources and uses the results of the evaluation as the basis for improvement.**

### Descriptive Summary

The District's Facilities Planning, Design, and Construction Office has primary responsibility for oversight and coordination of the planning of all major capital-outlay

projects. At the campus level, the Norco Strategic Planning Committee (NSPC), particularly the Resources Subcommittee, engages in dialogue to assure that all constituencies' needs are taken into consideration.<sup>55</sup> Strategic planning is informed by the Norco Educational and Facilities Master Plans, which were developed with input from faculty, staff, department chairs, and administrators using discipline and student services program reviews. The facilities master plan document ties physical resources needs directly to student learning. In this way, planning, building, maintenance, replacement, and upgrades support programs and services at Norco Campus.

Initially, each campus academic or non-instructional unit identifies its resource needs by means of comprehensive discipline, student services, or administrative-unit program reviews. Instructional program reviews are conducted on a systematic, four-year cycle supplemented by annual program updates. Administrative and student services program reviews are conducted annually. The process of facilities planning is as follows:

- Department chairs communicate academic-resource requests to the Norco Academic Planning Council (NAPC).
- The NAPC prioritizes facilities needs for each department and make recommendations to the Norco Strategic Planning Committee (NSPC).
- For non-instructional programs and units, requests are sent to the NSPC through the Student Services and Administrative Planning Councils.
- The NSPC forwards its recommendations to the Campus President.

<sup>55</sup> From early in Norco's history, facilities needs and design decisions have been informed through dialogue. The Norco Site Committee, the precursor of the NSPC, had committee membership which included faculty, administrators, staff, and student representation. The tradition established there has been carried into the new strategic planning structure.

- The President and her Cabinet then communicate physical resources requests to the appropriate committees at the district level, particularly to the District Strategic Planning Committee.

An example of the effectiveness of the strategic planning process is the Student Success Center building project. All campus constituents voted unanimously for this building, and it is the first major project to be developed through the district and local strategic planning processes. This building is now part of the Five-Year Capital Construction Plan, and construction is scheduled to begin in late spring 2009.

The district conducts assessment of the effective use of physical resources in several ways. The Facilities Planning, Design, and Construction Office conducts an annual review and assessment of the effective use of each campus's facilities (III.B.2-6). This review process:

- is based on state-mandated compliances in areas such as AQMD regulations, elevator permits and usage, compressors, and back-flow devices;
- includes assessment of work orders; classroom effectiveness; utility usage including gas, electric, water, and waste disposal; and district vehicle maintenance, repair and gasoline consumption;
- provides a means by which to evaluate and monitor existing space; and
- applies its findings to project future allocated funds to be used for operations, supplies, and utilities.

The campus receives facilities funding, equipment funding, and scheduled maintenance via state block grants, Measure C, state construction, and general unrestricted funds (III.B.2-7).



At the campus level, the director of Plant Operations and Maintenance conducts facilities assessment by preparing room utilization reports (III.B.2-8).<sup>56</sup> Faculty members also perform informal facilities and physical equipment assessment through observation and report back to their department chairs. Department chairs assess and prioritize campus-wide facilities requests made via discipline program reviews and annual program review updates and then communicate these facilities requests to the Resources Subcommittee of the Norco SPC.

Evaluation of facilities is thus integrated into the planning process and the Norco Educational Master Plan through program review (as discussed above), department requests, and independent facilities assessments by the director of Plant Operations and Maintenance, and reports from the Norco SPC and Resources Subcommittee.

### **Self-Evaluation**

The standard is met. The current system of identifying and communicating physical-resource needs through comprehensive discipline and non-instructional program reviews and annual campus-based program review updates, with collaboration by the Resources Subcommittee, and of integrating these processes into the Norco Educational and Facilities Master Plans, is a strong model for physical resource decision-making driven by program needs.

The strategic planning processes appear to be working to integrate planning and institutional goals more effectively as evidenced by the development of Student Success Center. The Physical Resources Subcommittee of the Norco SPC actively investigated the need for a Student Success Center, and all campus constituencies have

engaged in discussion and dialogue about its concept and design. It is evident that effective dialogue throughout the strategic planning process has resulted in clearer communication among all appropriate constituencies, leading to more effective resource integration and elimination of redundancy.

### **Planning Agenda**

Continue to implement the Norco Campus Educational and Facilities Master Plans.

<sup>56</sup> As of spring 2009, Norco Campus had a classroom utilization ratio of 98 percent, up from 77 percent in spring 2007 (III.B.2-9).

## List of References

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- III.B.2-1 RCCD Five-Year Capital Construction Plan (Norco Campus), 2009-2015
- III.B.2-2 *Strategic Planning Process, 2001-2006*
- III.B.2-3 District/Norco project proposals for JFK Middle College High School
- III.B.2-4a *RCCD Fact Book 2007: District/Norco project proposal: Network Operations Center*, pp. 435-436
- III.B.2-4b *RCCD Fact Book 2007: District/Norco project proposal: Warehouse*, pp. 433-434
- III.B.2-4c *RCCD Fact Book 2007: District/Norco Project Priority Order*, pp. 374-375
- III.B.2-5a District Initial Project Proposal, sample
- III.B.2-5b Final Project Proposal, sample
- III.B.2-6 Facilities program review, sample
- III.B.2-7 RCCD block grant, sample
- III.B.2-8 Report: Norco Campus Room Utilization, spring 2009
- III.B.2-9 Report: Norco Campus Room Utilization, spring 2007



## Standard III.C Technology Resources

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### Standard III.C: Technology Resources

**Technology resources are used to support student learning programs and services and to improve institutional effectiveness. Technology planning is integrated with institutional planning.**

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**III.C.1. The institution assures that any technology support it provides is designed to meet the needs of learning, teaching, college-wide communications, research, and operational systems.**

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**III.C.1.a. Technology services, professional support, facilities, hardware, and software are designed to enhance the operation and effectiveness of the institution.**

#### Descriptive Summary

Norco Campus manages its technology services and support through the following district-level departments:

- **Academic Information Architecture and Web Services.** Academic web-server management, systems management, accessibility standards, web policies, practices, and procedures related to faculty, academic and instructional program websites (III.C.1-1).
- **Information Services (IS).** Computer, network and information technology including administrative systems (DATATEL/Colleague software suite), data center operations, district help desk, microcomputer support, network administration, and telephony (III.C.1-2).
- **Open Campus.** Responsible for technology-mediated instruction and faculty technology training including distance and online class software (III.C.1-1). Technology training is currently a district-supplied service

through the Office of Institutional Effectiveness.

- **Instructional Media Center (IMC).** Instructional media support, including audio, video, video-conferencing, and classroom projection systems (III.C.1-3, III.C.1-4, III.C.1-5, III.C.1-6a, III.C.1-6b, III.C.1-6c).
- **Library Technology.** District-wide online library catalog, streaming media materials, e-books, online periodicals, videotapes, microfilm, and assistive media technologies (III.C.1-7).
- **Learning Support Services.** Includes Disabled Student Services, Computer (CIS) lab, Math lab, Writing and Reading Center (III.C.1-8).
- **Public Relations.** Provides and maintains website infrastructure for the district and campuses, including online catalog, schedules of classes, and other online college publications (III.C.1-3).
- **Facilities.** Workstation fixtures and furnishings, centralized systems for power, environmental control, fire suppression, and assistive facilities for disabled students. (III.C.1-1).

Open Campus, Academic Information Architecture, and Public Relations are entirely district functions. Information Systems, Learning Support Services, and Facilities have one or more full-time staff at the Norco Campus.

Norco's Airey Library faculty and staff, including Instructional Media Center (IMC) staff, report to the Norco Campus Assistant Dean of Library and Learning Resources.

- Norco Campus has two full-time and several part-time IMC employees. The second full-time IMC technician was hired in spring 2009.
- Norco Campus has a full-time Instructional Support Specialist (ISS) (reporting directly to the Norco Dean of Instruction) responsible for training faculty and staff as needed on an ad hoc basis, by appointment, or through FLEX workshops. This specialist serves on the Technology Resources Subcommittee of the Strategic Planning Committee (SPC) to assist Norco in improving current technical operations, planning for future technological needs, and enhancing communication to create more effective student learning and teaching opportunities. The ISS maintains data on Norco's software licenses obtained for instructional computers and notifies academic departments of potential upgrade opportunities. In addition, the ISS maintains the Norco Campus content of the district website, as well as all pages for Norco's academic departments.
- Front-line microcomputer support to the Norco Campus user community (students, staff, faculty, and administration) is provided primarily by two full-time members of the Information Services Microcomputer Support group assigned to the Norco Campus. These staff members work under the direction of the District's Information Services Office and are responsible for handling work orders

generated through the IS Help Desk as well as the ongoing maintenance and upgrades of desktop hardware and software for both administrative and academic computing. This Norco-based IS team interacts with the campus's Instructional Media Center (IMC) and instructional departments to ensure a useful and appropriate link at the campus. The on-site team interfaces with other IS district staff to ensure district and campus hardware and software standards are met.

Network Administration and Telephone Groups are located in district offices on the Riverside City College campus; staffs in the operations centers at that location provide remote monitoring and routine management of the networking infrastructure and PBX/VoIP phone system. Technicians and engineers are dispatched to the Norco Campus as needed for on-site maintenance or troubleshooting; the microcomputer support specialist provides assistance in conducting initial on-site diagnostics. Both the District Help Desk and the Administrative Systems group support the Norco Campus community from their respective locations at the Riverside City College.

**Academic Information Architecture and Web Services** provides the following services from its district office:

- District-wide assistance to academic departments and programs and individual faculty in the development of websites, and provide input related to e-learning strategies.
- Oversight of system-management tasks, including data backup, preventive maintenance, internal structure, security, and performance monitoring.
- Management of academic web-servers including the assignment of server space and creation of individual system accounts.

- Web policies, practices, and procedures related to faculty, academic, and instructional program websites (Ill.C.1-2).

The **Information Services Group (IS)**, which has administrative oversight of the district-wide information infrastructure and its supporting components, provides computer hardware, software and network support to the Norco Campus.<sup>57</sup> The IS Group is organized into the following service and support areas:

- Administrative Systems (DATATEL/ Colleague software suite)
- Data Center Operations
- District Help Desk
- Microcomputer Support
- Network Administration
- Telephone Group (Ill.C.1-1).

The **District Help Desk**, as mentioned above, operates from a central location on the Riverside City College campus. Its purpose is to provide a centralized system for addressing incoming help-desk requests and distributing work assignments as appropriate, including:

- Desktop support
- Laptop support
- Open Campus requests from faculty
- Network support
- E-mail support
- Campus lab support
- WebAdvisor
- Wireless access (Ill.C.1-1).

**Open Campus** is responsible for all non-instructional aspects of online and distance education at the campus and district levels, including:

- Online, hybrid and web-enhanced course set-up and maintenance; upgrades and training; and backup and implementation in conjunction with the host provider (Blackboard v.6.0)
- Online support training including use of web page publishing software, streaming media software, and peripherals via one-on-one training; FLEX workshops; and Hybrid Academy
- Maintenance of servers and software licenses for online-related instruction (Ill.C.1-2).

Open Campus offers Hybrid Academies at the Norco campus every four months. A trainer is on-site every week.

Open Campus also provides support for many other software applications, such as Excel, PowerPoint, Camtasia, and a wide variety of software applications that support the instructor in and out of the classroom.

Open Campus, in conjunction with the Academic Senate, is reviewing alternative course-management systems for possible consideration when the current vendor contract ends. This review process includes instructors and administrators from throughout the district.

The **Instructional Media Center's** primary purpose is to provide instructional media support to academic programs. IMC supports audio-visual equipment in classrooms as well as videoconferencing services. Primary areas of responsibility include:

- Audio-visual equipment delivery to classrooms and conference/meeting rooms
- VIP media requests
- Service and repair of media equipment
- Video conferencing
- Satellite downlinks
- Streaming media

<sup>57</sup> The Microcomputer Support Specialist is permanently assigned to the Norco Campus. Other functions are handled at the district IS location.

- Assistance with new equipment acquisition, installation, and training of faculty/staff (Ill.C.1-4).

IMC provides technical assistance and media production services in the following formats: video, audio, graphics and animation, digital imaging, scanning, digital photography, and PowerPoint presentations. IMC services are also available on a fee basis for special programs, which are supported and/or sponsored by the campus in cooperation with city, county, civic and community agencies. These resources can be reserved through the IMC website (Ill.C.1-6a, Ill.C.1-6b, Ill.C.1-6c).

**Library Technology.** Adaptive equipment and software are available to assist disabled students in the learning process. The printers and copy machines in the library are on maintenance contracts that enable parts, hardware, and software to be replaced without additional charge. Norco IS technicians maintain student and staff computers (hardware and software) and update all the software and security packages. Multimedia equipment in the library, including televisions, DVD players, and VCRs, is secured to tabletops to prevent theft.

In addition to these major technological resources, Norco students are provided access to two district library websites: LAMP (<http://library/rcc.edu>) and the IMC (<http://imc.rcc.edu>). LAMP, an online resource for all students in the district, includes the district online catalog, e-books and streaming-media titles, electronic-course reserve materials, district-wide subscription databases, tutorials, and library guides. Details of equipment, materials and support services for the library are discussed in Standard II.C (Ill.C.1-2, Ill.C.1-7).

**Learning Support Services.** Norco Campus maintains several classroom laboratories equipped with appropriate and sufficient hardware and software designed to

enhance the operation and effectiveness of the institution. These include three CAD computer classroom/labs; three CIS computer classroom/labs; one lab each for math, art, language media, assessment/testing, chemistry and biology; and a general-purpose computer classroom. Mobile computer equipment is also available: a mobile physics lab and Apple wireless computer cart for physics, two Gateway classroom laptop carts, and a mobile electronics lab.

The IS staff at Norco Campus makes every effort to protect the software and equipment on its computer systems. Computer workstations are installed with the most updated software available; administrative, staff, and faculty computers are configured to download the most updated versions of Sophos anti-virus and registry-protection software to avoid time-consuming repairs. All academic computers in classrooms that are linked to the Internet also contain anti-virus software. District Information Services provides centralized security and intrusion detection, anti-spam filtering, and network monitoring to insure a reliable, secure network environment (Ill.C.1-9).

In 2008, the Technology Resources Subcommittee of the Norco Strategic Planning Committee (NSPC) adopted district-level standards that addresses the ongoing need for providing enhanced facilities, hardware and software to meet teaching and learning needs, campus-wide communications, research, and campus operations (Ill.C.1-10a, Ill.C.1-10b). The purpose of these documents is to provide guidelines for the ongoing analysis and prioritization of hardware, software, services, and facilities needs anticipated by Norco Campus departments and programs.

In fall 2008, the Resources Subcommittee surveyed faculty, administrators, and staff to determine their immediate technology needs (Ill.C.1-11, Ill.C.1-12). The results of this

survey will be used to prioritize technology needs and assist in anticipating future technology upgrades (III.C.1-13).

### **Self-Evaluation**

The standard is met. Norco Campus provides appropriate support to faculty for research and course development and/or maintenance, to students for learning activities, and to staff and administration for the performance of their job duties. Academic Information Architecture, Information Services, Open Campus, IMC, Library Technology, Learning Support Services, Public Relations, and Facilities departments provide a wide variety of services and support to maintain and enhance the operation and effectiveness of the campus.

Technology surveys conducted in fall 2005 indicate that 64 percent of staff, faculty, and administrators agree that Norco Campus is providing adequate technology; 87 percent of faculty members believe that the software provided meets their needs inside and outside of the classroom. Some staff suggested various types of hardware that would improve or enhance teaching (III.C.1-13). More recently, 72.8 percent of faculty and 64.8 percent of classified staff surveyed in fall 2008 agreed that “in [their offices], the equipment, software and network connections used to support teaching are adequate and well maintained.” Sixty-nine percent of full-time and 62 percent of part-time faculty agreed that “in [the] classroom, the equipment, software and network connections used to support teaching are adequate and well maintained’ (III.C.1-14, III.C.1-15, III.C.1-16).

With regard to computers for faculty, a recent accreditation survey conducted in March 2007 indicated that 82 percent of respondents agree that the computer equipment in their offices is adequate. In March 2007, 73 percent of faculty agreed

that the software and network connections in their classrooms are adequate. Nevertheless, in the face of continual technological change, keeping up with student and faculty needs is an ongoing challenge.

In 2008, Norco campus IS staff surveyed faculty, staff and administrators to determine equipment user-performance requirements. The data gleaned from this survey is being employed to classify users by intensity of use for the purpose of establishing appropriate replacement cycles for each user group.

### **Planning Agenda**

The Norco Technology Resources Subcommittee will continue to engage in dialogue about technology standards and processes in order to maintain a guideline for future technology upgrades and purchases.

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### **III.C.1.b. The institution provides quality training in the effective application of its information technology to students and personnel.**

#### **Descriptive Summary**

The district and Norco Campus provide quality in-house training in technology and its applications to faculty and staff on a regular basis. Norco’s administration and Instructional Support Services (ISS) staff are committed to the provision of ongoing quality training through FLEX activities and other staff development opportunities as needed throughout the year. When new software is introduced to facilitate fiscal, purchasing, enrollment, classroom management or any other district/campus process, district experts in Information Services implement a thorough training plan for the campus staff (III.C.1-17).



Faculty members receive training as requested when new software or equipment is installed as well as through ongoing and FLEX Day workshops (III.C.1-18). At the district level, online instructors receive extensive training and support through the Open Campus Faculty Innovation Center<sup>58</sup> (III.C.1-18). Beginning in fall 2008, the services provided by the District Faculty Innovation Center were decentralized; training is now provided by district staff on the Norco Campus. Finally, although the district's Open Campus Office is responsible for training faculty in basic use of the Blackboard platform and hybrid/online course management; training in supplemental tools (such as podcasting) is available at Norco from Instructional Support Services staff (III.C.1-19). Additional training in methods and techniques for effective online teaching is provided by faculty with appropriate experience and expertise.

The district also provides training for all employees on system-wide technology upgrades (III.C.1-17). The Help Desk supports faculty and staff by forwarding requests for in-person or on-site assistance to Norco ISS staff. Instructor training in the use of WebAdvisor, the district's online enrollment management site, is ongoing through regularly scheduled sessions on Norco Campus or one-on-one sessions with a district applications support specialist. Other district services provided locally on the Norco Campus include:

- IMC equipment training/support for faculty and staff

<sup>58</sup> Open Campus trains faculty to use the Web CT course-management system through mandatory attendance at a one-day Hybrid/Online Academy. These academies are offered on a regular basis throughout the year. In addition, the Innovation Center schedules regular workshops and one-on-one appointments to train faculty in the use of Office and Adobe products/software suites, open source software, streaming-media technologies (audio, video, and iTunes/mp3 services) and software, CD/DVD editing, Dreamweaver, Gradebook, and the like.

- Application support staff training in Datatel, Resource 25, and a variety of student and record management applications
- Workshops for faculty on compliance of online and traditional course material with Section 508 of the Federal Rehabilitation Act and with ADA requirements
- Faculty training and assistance with Blackboard provided by an Educational Technology Specialist from Open Campus who works at Norco one day a week (or additionally as scheduled) during the academic year. Also, the Open Campus's Hybrid Academy (required training for faculty prior to teaching online classes) is offered at Norco every semester. At campus-wide Norco faculty meetings, faculty members in science, math, social science, humanities, and many other fields have shown examples of their online courses or of how they use new software in their classroom.

In spring 2006, a Norco faculty member created an *Online Faculty Handbook* that was promoted and endorsed by the Norco Faculty Senate. This handbook offers useful technical advice for online instructors and also describes best practices for online course design (III.C.1-20). The *Online Faculty Handbook* has been widely distributed to Norco Campus faculty and shared with district deans, the District Vice Chancellor, and the Board of Trustees (III.C.1-21).

The Norco Instructional Support Specialist (ISS) and outside vendors demonstrate the use of new software and hardware at faculty and staff meetings or through one-on-one training. Norco's ISS provides training in podcasting and screen capture for instructors to enhance their online and face-to-face course content and delivery (III.C.1-16). For general staff and faculty needs, Norco instructional support staff provide training as requested in Adobe, Microsoft

Windows and Office applications, webpage technology and development, podcasting, graphics, electronic grade books, classroom management systems, hardware, scanning, OCR recognition, WebAdvisor, and database and spreadsheet development.

Quality training in the application of information technology is also available to Norco students to meet a variety of learning needs, specifically:

- The Norco Math discipline has developed a video tutorial for students enrolled in online math courses (III.C.1-22).
- Weekly library orientations and workshops instruct students about district policies on appropriate internet use, remote access procedures for electronic resources, and conducting research using electronic databases and websites, including instruction in the use of citation and essay-writing tools available online (III.C.1-23).
- The Transfer Center in the Student Services department provides training in a variety of software to support students' career and educational goals.
- The Writing and Reading Center (WRC), Computer (CIS) and Math labs, and language lab provide students with basic training in Microsoft Office and internet software to assist them in completing their course work successfully.

The district Disabled Students Programs and Services (DSP&S) unit modifies teaching materials for use with disabled students and assists with campus-wide communication and college-wide events, such as convocation and graduation. DSP&S conducts ongoing assessment of needs related to specialized technology and works in collaboration with the district and its campuses to ensure ADA access compliance. DSP&S provides the following adaptive technology assistance to Norco Campus students and staff:

- A district DSP&S specialist visits the campus weekly to train students on adaptive software and hardware. The specialist also provides student lab assistants and training on adaptive software/ hardware for Norco faculty onsite as needed.
- With assistance from DSP&S through Open Campus, instructors may create Section 508-compliant web pages using Dreamweaver and Frontpage, perform webpage accessibility verification with ACCVerify/Repair, and receive training in mp3 creation using TextAloud.
- Students with print disabilities receive e-text access training on WYNN and ReadPlease.
- Students with mobility impairments are trained in the use of Dragon Naturally Speaking.
- Visually impaired students receive screen-reader training using JAWS and OpenBook; those with low vision impairment are instructed in the use of ZoomText (III.C.1-24).

Site licenses have been purchased for the core assistive software programs detailed above, and computer stations equipped with these specialized programs are available in the library, the CIS/Math lab, the Writing and Reading Center, the language lab, the Student Assessment Center, and the DSP&S Center.

### **Self-Evaluation**

The standard is met. Norco Campus makes appropriate technology training available to all students, faculty and staff who need assistance and support. The campus has the goal of providing effective and quality training to students who use technology in their courses or research work, including an array of services to students with special needs.

The results of a 2005 Norco Student Computer Skills Survey conducted by faculty in the BEIT department suggested that students were interested in further training in how to use wireless internet communications on campus. This issue has been resolved (III.C.1-13.). The faculty and staff technology surveys indicated that while most faculty and staff are satisfied with the quality of the technology training provided, there is a need for a broader range of technology training on site at the Norco Campus.

Currently, technology training at Norco is limited by lack of space; this need is being addressed by the inclusion of a Faculty Innovation Center in the Student Success Center scheduled to open in fall 2010 (III.C.1-23).

### Planning Agenda

None

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### **III.C.1.c. The institution systematically plans, acquires, maintains, and upgrades or replaces technology infrastructure and equipment to meet institutional needs.**

#### **Descriptive Summary**

RCCD Information Services and Norco Campus work closely together to meet the technological needs of the campus through a variety of funding sources. As a team, they strive to maintain high-quality technology services at Norco, upgrading and replacing infrastructure and equipment to meet student, staff, and faculty needs and the campus's technology mission.

In fall 2008, having previously recognized the need for an overall Norco technology standards and processes document, the Resources Subcommittee of the NSPC adopted standards documents developed by District Information Services: 1) District

Technology Standards; and 2) Information Services Manual of Policies, Procedures and Standards (III.D).<sup>59</sup>

Together, these documents guide Norco's SPC and Business Services in the planning and prioritization of technology upgrades to ensure continued parity with other district campuses and to maintain and enhance student learning and campus services.

The District Technology Standards document provides specifications for maintaining networking and telecommunications infrastructure, which link all classrooms and work areas throughout the district, as well as process specifications for the planning and acquisition of infrastructure in new facilities.

The Information Services Manual of Policies, Procedures and Standards (III.D) is updated annually by District Information Services; it establishes uniform guidelines for the procurement, installation, maintenance, and disposal of district-owned computer equipment as well as software selection, delivery, and installation procedures.

These district-standards guidelines are currently in use and enable Norco's Information Services staff to work efficiently with IS staff throughout the district to maintain existing technology and deploy future replacements and upgrades designed to ensure continued interoperability with the district as a whole.

Funding for technology replacement is received from allocations the campus receives from the district (e.g., instructional and non-instructional equipment allocations), and the amount of these allocations is based on the total funding received by the district. Campus allocation is based on a three-year, weighted average of campus FTES. Total-cost-of-ownership principles are employed in

<sup>59</sup> From the Information Services Manual Of Policies, Procedures, And Standards, Division III, Section D

the allocation of funds for new technology and technology upgrades.

To assist Business Services in long-range planning for future upgrades, Information Services staff compiled an inventory of microcomputer hardware. In fall 2008, the Resources Subcommittee of the NSPC conducted a survey of all Norco faculty and staff to assess the software and hardware required to perform computing tasks according to job function.

The results of hardware inventory and faculty/staff surveys, along with information provided by department/discipline program reviews, enabled Norco Business Services to develop a mid-range financial model that includes a five-year technology acquisition and replacement plan (III.C.1-25). New construction and facility renovation projects include the cost of equipment needed to support the occupants of the newly constructed or renovated space.

The President's Cabinet is responsible for providing oversight for the annual review and update of the mid-range financial plan.

### **District Responsibilities and Infrastructure Planning**

Information Services' Network Administration office provides all necessary components for a district-wide, Cisco-based Gigabit Ethernet. This new district-based network equipment has provided increased bandwidth and a more reliable infrastructure. Campus internet service is provided by CENIC, a statewide ISP for educational institutions. Other services include:

- Network services to all district offices and off-site locations
- Free wireless Internet service to any registered student, staff, or faculty member at each campus

- Centralized security and intrusion detection, anti-spam filtering, and network monitoring to insure a reliable, secure network environment
- Daily backup of critical system data and non-critical data every other day (district standard operating procedure)
- Planning, implementation and maintenance of appropriate solutions for email, storage area networks (SANS), and servers in support of academic and administrative needs (III.C.1-1).

The Network Administration office, with the Norco Strategic Planning subcommittees, will begin the planning process in spring 2009 for the network operation center on Norco Campus. This NOC will consolidate servers on the campus. At present, Norco Campus has a DS3 Internet connection to Riverside City College Campus, which is the main portal to the internet.

Information Services' Administrative Systems office is responsible for the implementation and support of the district-wide Datatel administrative system suite (Colleague and Benefactor) and related software packages.<sup>60</sup> Currently, the district supports and maintains licensing on the entire suite of Datatel modules (Student, Financial Aid, Finance, Advancement and Human Resources). The institution upgraded to Version 18 of the software in January 2008 (III.C.1-1).

The Telephone Group is also district based and administered through Information Services. It maintains a centralized telephone system for the entire district. Currently, this is an NEC hybrid PBX capable of supporting the legacy digital system as well as Voice-over-Internet Protocol (VoIP)

<sup>60</sup> Colleague is a comprehensive, academic management system used by Admissions and Records, Student Financial Services, Academics, Student Accounts, Matriculation, Alumni Foundation and other groups to facilitate the record-keeping and reporting of student, faculty, and staff activity and transactions in campus and district daily operations.

deployment. As new buildings are constructed or remodeled within the district, VoIP will be utilized, decreasing wiring and management costs. Telephone Group is also responsible for the planning, construction, and maintenance of the district's cable plant and related technology infrastructure. Recently, to help facilitate long-range cable and network planning, Information Services initiated a comprehensive review of all existing cable plant and conduit pathways. This information will be used in planning for each campus to ensure adequate infrastructure for future campus building phases (III.C.1-1, III.C.1-26).

### **Norco Technology Infrastructure and Planning**

Most classrooms on the Norco Campus are equipped with a TV, a DVD/VCR-combination unit, flip charts, and an overhead projector. Classrooms are also equipped with ceiling-mounted data projectors that are integrated into an instructor console comprised of a portable computer cart with monitor and speakers. Computers and related peripherals have been replaced for classified staff as needed through non-instructional department funding; software has been replaced on a regular basis to meet district upgrades and institutional needs. All Norco faculty offices are equipped with a computer (desktop or laptop) loaded with appropriate and updated software, a printer, a telephone, and a variety of peripherals based on discipline needs and departmental requests.

As part of its mission to emphasize technology programs, Norco Campus has acquired a considerably upgraded and enhanced technology infrastructure over the past five years:

#### **2000-2002**

- Norco Campus used a one-time allocation of funds to purchase new

Dell computers (approximately 400 replacement workstations) for staff and faculty offices and student areas (library, DSP&S, Tutorial and Assessment Centers).

- Upgrade of eight administrative computers with 18" LCD monitors; purchase of 15" LCD monitors for Student Services' front-counter workstations; acquisition of 20 new computers for the Student Assessment Center
- Purchase of 25 computers for a student general-use computer technology classroom; replacement of 36 computers/student workstations in the Drafting lab; 32 replacement computer workstations with upgraded software for the CAD lab/student classroom; purchase of 37 LCD displays for technology classroom.
- Purchase of Apple Wireless Notebook cart with 16 iBook laptops for physics classes

#### **2003-2004**

- New servers (6) for the CISCO network upgrade (installed in 2006); additional administrative workstations; high-speed scanner (Counseling); new printers (Student Services); new staff workstations (Transfer Center); widescreen laptops for engineering instructors
- Replacement workstations (70) for CIS, WRC, and CAD/CIS labs; 34 LCD monitors for general-purpose computer classroom
- Seven new all-in-one "profile" workstations for Airey Library; 16 laptop computers for TRIO/Upward Bound student use/checkout
- iBook wireless cart with 20 iBook laptops and new Gateway mobile lab cart with 17 laptop computers for BEIT department courses and programs

## 2005-2006

- Replacement administrative computers (12); widescreen laptops for administration and IS personnel; three tablet PCs for administration; printers for Student Services; server for library; new SATA storage system
- Replacement computers for engineering program and CIS computer lab (95); 3D scanner for manufacturing program; three Apple MacBook laptops for instructional use; 13 computers for library; 70+ replacement student computers in classrooms
- Mobile lab received 30 Gateway laptops for faculty use; 60 replacement faculty computers and printers.
- Replacement computers for Information Technology Lab, CIS, and Music instructors (35)
- Laptop computer and wireless microphone for Speech
- Two laptop computers and two projection units and carts for use at the JFK Middle College High School
- Replacement of Design Plotter for Engineering
- Replacement printer for Drafting Lab

## 2008 -2009

- Replacement server for Engineering
- Replacement Projector for classroom ST 202
- AV Presentation Equipment Upgrade for Smart Room ATEC 114

Norco Campus's technology staff carries out regular computer maintenance, upgrade, and replacement tasks. Other duties include installation of hardware and software and user support. IT staff also troubleshoots and are responsible for warranty issues.

The Norco Campus capital asset inventory is maintained by the district's Inventory Control Department (Ill.C.1-1). Technical equipment is identified by unique asset tags that are recorded in a district database in the Inventory Control office.

To provide detailed specifications for Norco's network infrastructure and other critical technology components, the Resources Subcommittee of the NSPC adopted the aforementioned District Technology Standards. This document was developed in fall 2007 for the district by Information Services and will be maintained and updated at the district level. These specifications and procedures were utilized in the design, planning, and construction of the new Industrial Technology Building currently under construction as well as the

## 2006-2007

Technical support was provided via two allocations: One was for instructional equipment, and the second was a Career / Technical allocation.

- Replacement computers for BEIT classroom (35); Zbrush software; Adobe software upgrade; 30 computer monitors for a business classroom; memory modules; graphics adapters
- Replacement computers for the Writing and Reading Center (36)
- Basic skills allocation for purchase of 6 (OHP) projection units for classrooms in the JFK Middle College High School building
- Replacement computers for the Airey Library (53)

## 2007 -2008

planning of the new Student Success Center scheduled to open in 2010.

To provide specific guidelines for workstation computers, the Technology Subcommittee of the NSPC adopted the aforementioned "Information Services Manual of Policies, Procedures and Standards (III.D)." This document further defines the annual process for reviewing aged computers, either at midlife or end-of-life cycle, to identify computers eligible for upgrade or replacement. The outcome of this annual review is then utilized in budgetary planning in current or upcoming fiscal year.

To obtain specific data on computing requirements of employees, the Resources Subcommittee conducted a "Common Computing Tasks" survey of all faculty and staff in 2008. This survey obtained information on the computing tasks performed on a regular basis, associated with the name and job title of each employee. The information from this survey, in association with the aforementioned District Technology Standards and Information Services Manual of Policies, Procedures and Standards (III.D), will provide data to Business Services for future budget allocation as well as the means to evaluate and prioritize upgrades according to specific hardware and job functions.

### **Self Evaluation**

The standard is met. It is the philosophy of Norco administration and an integral part of the Norco Campus mission that classrooms where technology is taught or used should maintain current hardware and software to stay up to date with the learning needs of Norco students. Norco has made every effort to replace and upgrade its technology infrastructure regularly, and a majority of its equipment is less than three years old. Of equal importance are the steps that have been taken to add new instructional technology to the campus, including an

integrated instructional media platform for the Theatre 101 lecture hall (fall 2007), two new 85-seat "smart classrooms" in the Industrial Technology building (fall 2009), and a state-of-the-art Board Room/seminar facility in the Student Success Building (fall 2010).

The adoption of a district technology standards-and-processes document provides a systematic means of replacing and upgrading hardware and software at the Norco Campus.

### **Planning agenda**

- Maintain systematic, scheduled evaluation and replacement processes and protocols to meet institutional technology needs.
- Continue to employ total-cost-of-ownership principles to decisions pertaining to technology acquisition.

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### **III.C.1.d. The distribution and utilization of technology resources support the development, maintenance and enhancement of its programs and services.**

#### **Descriptive Summary**

Standard III.C.1.c has made clear the upgrading and purchase of technology resources over the past five years in order to support the development, maintenance, and enhancement of Norco Campus programs and services to meet student learning needs.

Although the final step in allocating funding for technology resources is necessarily an administrative decision, in the past two years the Norco campus has provided a better-defined and longer-range approach to incorporating input from faculty, academic departments, and campus technical specialists as well as data from end-users.

Information for future technology needs is included in annual departmental program reviews. Through the program review process, faculty members identify the future technology upgrades needed to maintain or enhance educational effectiveness. These program review requests are reviewed and ranked by department chairs through their participation in the Academic Planning Council. The resulting prioritized requests are forwarded to the Vice President of Educational Services who then consults with department chairs relative to technology acquisition and/or replacement. In the event of competing departmental budget requests, budgetary priorities are guided by the ranking of the APC to ensure equitable distribution and utilization of technology resources.

To provide additional data to forecast the need to upgrade or replace existing technology (including administrative computing requirements), the Technology Resources Subcommittee of the Norco SPC conducted the "Common Computing Tasks" survey described in Standard III.C.1.c. The survey data will enable Business Services to identify the needs of different user groups, for example, those who require hardware upgrades on a three-year cycle or those who require upgrades every five years. With this information, Business Services is able to anticipate the need to either replace aging hardware or redeploy machines to users with less demanding work requirements to achieve optimum return on investment.

Finally, Norco's Vice President of Business Services has responsibility for the development and maintenance of a Total Cost of Ownership (TCO) analysis. Developed in consultation with IS staff and the Norco ISS, the TCO document will ensure that deployment maintenance costs are factored into future budget planning for existing and new technology.

Maintaining a secure technical infrastructure for Norco Campus is assured in multiple ways, as described in Standards III.C.1.a. and III.C.1.c above. This includes physical protection of Norco technology resources robust firewall and anti-virus software protection and maintenance of Internet and network linkages on all Norco computers, regularly scheduled remote systems maintenance and responsible district and campus-based operational support staff. Additionally, a number of district Information Services and Norco-based IS and technology resources support the maintenance and enhancement of campus programs and services:

- Intercampus connectivity from Riverside to Norco operates via T-3 lines, with additional redundant T-1 connectivity wired through the Moreno Valley campus for failover purposes (III.C.1-1).
- Norco's IS technicians are part of the Microcomputer Support group of the district Information Services division. They respond to Norco Campus-specific needs and provide on-site assistance to the Network Services group for network and web-specific troubleshooting.
- All Microsoft and academic software used at Norco is up to date.
- The on-site Instructional Media Center (IMC) staff provides faculty instructional media support, including audio, video, video-conferencing, and classroom projection systems. IMC instructional media services supporting maintenance and enhancement of Norco technology resources also include:
  - **Service and Repair.** Includes a routine equipment maintenance schedule. Prior to the beginning of each semester, preventive maintenance on all IMC-related classroom media equipment. Evaluation and repair of any equipment needing service.
  - **Equipment Acquisition.** Assistance for faculty and staff with acquisition



of new media equipment and media technology for the classroom. Equipment recommendations based on need, equipment specifications, and budget.

- **Installation and Training.** Equipment installation including any necessary wiring. Training of faculty and staff on proper use of the equipment (III.C.1-4).
- The planned Network Operations Center to be built at Norco Campus will consolidate servers at one campus location.

The technology infrastructure (network) at Norco Campus is the responsibility of the district. Information Services identifies the major technological goals and direction of the district including assessment of budgetary funding needs to maintain current technology and acquire new, state-of-the-art hardware and software (III.C.1-26). At the campus level, the IS staff implements decisions with input and support from campus administration. In addition, the IMC continually monitors the development of new instructional media and equipment and takes responsibility for integrating emerging technology into the instructional environment it supports.

The district's Information Services Office purchases Microsoft Windows operating system and Microsoft Office suite licenses for all district and campus computers. When possible, the district uses FCCC for purchases of software licenses. In addition, the FCCC has created a program for students and staff to purchase personal copies of software for work-related use at a reduced rate; Dell and Apple offer discounts on their products to staff via the web (III.C.1-27).

The district's commitment to distance learning is accommodated through the use of the Blackboard course management system and other web-based learning platforms. As explained in detail in Standard III.C.1.a.,

Open Campus is responsible for technology-mediated instruction and faculty technology training across the district.

Open Campus supports the district infrastructure, allowing for delivery of technology-mediated classes. Effective distribution and utilization of distance education technology resources involves:

- **Servers.** Currently, Open Campus accommodates a production Blackboard server hosted in Canada by Web CT, a Web CT development server located on the Riverside City College campus, and a streaming media server hosted in Los Angeles.
- **Application Service Providers.** Open Campus licenses Turnitin.com, a leading online anti-plagiarism software service for all instructors throughout the district.
- **SIS Integration.** Open Campus obtains information on term deadlines, courses, instructors, and students from Datatel, reformats it, and imports it into WebCT.
- **Reporting.** Open Campus provides reports for district administration, the State Chancellor's office, national organizations, and other constituencies.
- **Software.** Open Campus licenses assessment software (Respondus, StudyMate), and ToolBook) used to create computer-based instructional programs for online-course development (III.C.1-28).

Priorities for maintaining, upgrading, and purchasing new software are dependent on campus-based discipline annual program review updates provided to the departments, which in turn identify goals and communicate technology resource requests to the Norco Academic Planning Council (NAPC), the Resources Subcommittee, and the NSPC.

## Self-Evaluation

The standard is met. Norco Campus uses and distributes technology resources to support, develop, maintain, and enhance campus programs and services. Norco Campus and the district remain reasonably up to date technologically.

In recent years, the use of instructional technology and the Internet has become an essential tool for all disciplines. More faculty and students regularly utilize technology than ever before; thus, faculty, staff, and students have a direct interest in the decision-making process for technology resources allocation.

As a result, the Norco Campus is making a conscious transition from earlier informal processes to a formalized, long-range planning process for the acquisition of technology resources.

### Planning Agenda

Continue to perform annual review of technology evaluation and replacement processes and protocols to meet institutional technology needs.

### List of References

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- III.C.1-1 Administration and Finance Functions Maps
- III.C.1-2 Academic Affairs Functions Map
- III.C.1-3 Chancellor's Office Functions Map
- III.C.1-4 IMC Norco Purpose and Responsibilities
- III.C.1-5 IMC Production Processes
- III.C.1-6a Website: District IMC: <http://imc.rcc.edu>
- III.C.1-6b Website: Norco IMC: <http://imc.rcc.edu/norco/norco.htm>
- III.C.1-6c Norco IMC Operation Chart
- III.C.1-7 Library Program Review
- III.C.1-8 Website: High Tech DSP & S Services: [www.rcc.edu/services/dsps/hightech.cfm](http://www.rcc.edu/services/dsps/hightech.cfm)
- III.C.1-9 Information Services report
- III.C.1-10a Draft Norco Technology Plan
- III.C.1-10b Minutes: Technology Subcommittee
- III.C.1-11 Norco Faculty Technology Survey
- III.C.1-12 Norco Staff/Administration Technology Survey
- III.C.1-13 Report on results of Norco Inland Empire Computer Skills Survey
- III.C.1-14 Report: 2008 Full-time Faculty Accreditation Survey
- III.C.1-15 Report: 2008 Part-time Faculty Accreditation Survey
- III.C.1-16 Report: 2008 Staff Accreditation Survey
- III.C.1-17 E-mail notices and flyers announcing training for Resource 25 and Datatel
- III.C.1-18 Flyers announcing WebAdvisor training for FT and PT faculty
- III.C.1-19 E-mail announcements: training workshops in podcasting
- III.C.1-20 Website: Online Faculty Handbook: <http://www.rccdfaculty.net/handbook/>
- III.C.1-21 Board minutes, Oct-Nov. subcommittee meeting, introduction of *Online Faculty Handbook*
- III.C.1-22 Math video tutorial for online Beginning Algebra (Math 52)
- III.C.1-23 Library program review
- III.C.1-24 DSP & S list: adaptive equipment and software
- III.C.1-25 Mid-range Financial Plan, including a five-year technology acquisition/replacement plan

III.C.1-26	Norco Campus Center Telecommunications Survey
III.C.1-27	Website: FCCC Software Licenses Prurchase: <a href="http://www.collegebuys.org">http://www.collegebuys.org</a>
III.C.1-28	Open Campus Information Sheet

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**III.C.1. Technology planning is integrated with institutional planning. The institution systematically assesses the effective use of technology resources and uses the result of evaluation as the basis for improvement**

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**Descriptive Summary**

Technology planning and evaluation of resources are the responsibility of both the district and the individual campuses. Norco Campus faculty and staff members participate in long-range planning through the program review process. Department chairs assess the resulting program review requests in the Academic Planning Council. Similarly, program reviews generated by administrative units and student services departments are prioritized by the Administrative Planning Council and the Student Services Planning Council. These priority lists are then voted on by the campus-wide Strategic Planning Committee for recommendation to administration. Business Services receives the outcome of this process and combines it with data gathered by Information Services and the Norco Technology Resources Subcommittee to anticipate the funding required for future technology acquisition and maintenance.

Adoption of the district's "Technology Standards" and "Information Services Manual of Policies, Procedures and Standards" (as described in Standard III.C.1.c) ensure that the Norco Campus is able to avail itself of the services of district IS personnel and maintain parity and interoperability with other district sites.

District Information Services maintains the "Technology Standards" and "Information Services Manual of Policies, Procedures and Standards" to ensure conformity to current industry standards and the effective use of

technology for the maintenance and enhancement of Norco Campus programs and service.

In short, as the Norco Campus has grown and the effective use of technology has become crucial to properly serving students in all disciplines, faculty, staff, and administration have collaborated to develop a process to systematically review, assess, and modify systems and processes to ensure the effective use of technology resources.

District-based entities (Academic Information Architecture, Information Services and its sub-divisions, Open Campus, and Public Relations) provide leadership and assistance to campuses in planning their resources. Hence, the process of requesting, planning, acquiring and maintaining new technology for Norco Campus is supported throughout at the district level, but the planning and prioritization of technology acquisition is initiated at Norco Campus, with opportunities for input from all affected parties.

For general institutional technology needs assessment, Norco Campus follows a variety of established procedures:

- In purchasing new technology to meet administrative computing requirements, the Norco administration is guided by end-user input and the appropriate support department within the district's Information Services group.
- Hardware purchases for the Norco Library are approved and specified by

the Norco Campus Assistant Dean of Library and Learning Resources, the library faculty, and staff.

- In the case of career/technical programs, technology requests included in the departmental program review process incorporate the input of industry advisory committees when appropriate.
- Large purchases, such as projects which are significant enough to require competitive bidding, may involve the oversight and support of the Purchasing Office (district), the Administration and Finance office, and the guidance of a number of district-wide committees—formerly the District Technology Equity and Access Committee and now the District Strategic Planning Committee.

Small academic purchasing decisions may originate with a request from faculty if they can be approved by the department and funded through departmental budget. For larger academic computing expenditures, either individual faculty members or an instructional discipline may initiate a request for new equipment or upgrades to be included in departmental program review. Such a request will typically be specified with the assistance of ISS staff.<sup>61</sup> These requests are reviewed and prioritized in departmental meetings during program review, then forwarded to the Norco Academic Planning Council. The APC then provides its recommendation to campus administration, including the Vice President of Educational Services.

Once approved, new technology proposals are reviewed by the district Information Services group or the Instructional Media Center at the Digital Library. For hardware

purchases, the district staff develops detailed technical specifications and pricing that are used to acquire the requested technology (through competitive bidding if appropriate) through the district Information Services Group and district Purchasing office.

Through the process of informed recommendations and decision-making at the campus and district levels, technology planning is integrated with institutional planning at Norco Campus.

### **Self Evaluation**

The standard is met. Technology planning and decision-making take place at many levels within the campus and the district to ensure that the proper technology resources are available for the Norco Campus. A system has been developed to ensure that all requests for additional equipment or software are researched and analyzed.

### **Planning Agenda**

None

<sup>61</sup> Initially, the annual program review update process evaluates whether technology needs are being met for individual disciplines and programs. A more comprehensive evaluation takes place through the four-year program reviews conducted by instructional and non-instructional units at the district and campus level. The recommendations from these program reviews and updates are communicated by discipline faculty to the departments.



## Standard III.D Financial Resources

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### *Standard III.D: Financial Resources*

**Financial resources are sufficient to support student learning programs and services and to improve institutional effectiveness. The distribution of resources supports the development, maintenance, and enhancement of programs and services. The institution plans and manages its financial affairs with integrity and in a manner that ensures financial stability. The level of financial resources provides a reasonable expectation of both short-term and long-term financial solvency. Financial resources planning is integrated with institutional planning.**

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#### **III.D.1. The institution relies upon its mission and goals as the foundation for financial planning.**

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The FY2008-2009 General Unrestricted Fund Adopted Budget for the district and Norco Campus were \$149,962,582 and \$21,804,675 respectively (III.D.1-1). The purpose of the General Unrestricted Fund is to recognize budget and expenditures needed to support the educational mission of the Norco Campus. Specifically, this fund provides budget for permanent and temporary personnel, related fixed costs and fringe benefits, supplies, and services.

In addition, Norco Campus receives annual categorical allocations provided by the state with certain allocations matched by district funds. The total categorical support for the Norco Campus in FY2008-2009 was \$1,448,887. Categorical funds are used to support the following programs/functions:

- Academic Senate
- Apprenticeship
- Basic Skills
- CARE
- Career Technical Education
- Child Care Centers
- Cost of State Mandates
- Disabled Student Programs and Services
- Economic Development
- EOPS
- Equal Employment Opportunity
- Foster Care Education Program

- Fund for Student Success
- Matriculation
- Nursing
- Part-Time Faculty Compensation
- Part-Time Faculty Health Insurance
- Part-Time Faculty Office Hours
- Physical Plant and Instructional Support
- Special Services for CalWORKS Recipients
- Student Financial Aid Administration
- Telecommunications/Technology Services
- Transfer Education and Articulation.

In FY2008-2009, additional one-time funds were provided to support Physical Plant and Instructional Support, Career Technical Education, and Mandate Reimbursement.

The continuity of annual State Apportionment via the Unrestricted General Fund and Categorical funding typically provides sufficient budget needed by the campus to appropriately support its educational mission, including institutional improvements (III.D.1-2a, III.D.1-2b).

While a significant portion of the budget is needed to support long-term commitments of personnel and contractual obligations, sufficient discretionary funds are provided for new initiatives or to enhance existing programs/functions. The Norco Campus

Strategic Planning Committee has developed a very inclusive and comprehensive approach for resource allocation (III.D.1-3, III.D.1-4).

All members of the campus community (instructional and non-instructional units) are expected to participate in departmentally based annual program reviews (III.D.1-5a-b, III.D.1-6a-b, III.D.1-7). Program reviews are an opportunity for departments/disciplines to articulate program/functional area opportunities, challenges, expectations, and resource requirements. Specifically, information obtained by the review of program needs in relation to student learning and service area outcomes is employed to formulate short- and longer- term institutional plans. This planning may result in resource requests that can include personnel, supplies, services, equipment, facility renovation, and planning for new construction. Requests for resources as identified in program reviews are reviewed by the respective planning council, e.g., the Academic Planning Council (instructional program reviews), Student Services Planning Council (student service departments/functions), and Administrative Planning Council (administrative and instructional support departments/functions) (III.D.1-8a, III.D.1-8b, III.D.1-8c). Each planning council provides resource prioritization recommendations to the Co-Chairs Council of the Norco Strategic Planning Committee (III.D.1-9). The Co-Chairs Council is comprised of the faculty and classified staff co-chairs of the Resources, Leadership & Governance, Institutional Mission & Effectiveness, and Student Learning Programs & Services Subcommittees. Co-chairs may bring specific recommendations as received by the planning councils to the respective Strategic Planning Committees. The Co-Chairs Council is expected to provide resource requests (as prioritized by the department/discipline, planning council and Co-Chair Council) to the Norco Strategic Planning Committee for further review and recommendation to the

Campus President (III.D.1-10). The Campus President relies on her Cabinet for input to conclude the resource allocation process that is used to allocate those resources that are provided annually (III.D.1-4).

While it is everyone's responsibility to be familiar with and support the Board's Strategic Initiatives, the Norco Strategic Planning Committee and Norco Administration have primary responsibility to insure that local planning complements the District Strategic Plan (III.D.1-11).

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### **III.D.1.a. Financial planning is integrated with and supports all institutional planning.**

#### **Descriptive Summary**

The Norco mission statement, originally approved in 2006, revised by the NSPC during the fall 2008 semester, and approved on December 9, 2008 by the RCCD Board of Trustees, clearly defines the broad educational goals of Norco Campus. This statement is the result of dialogue and collaborative effort and reflects a strong commitment to student learning, to educational quality, and to the community.

The Norco Campus mission statement is as follows:

Norco Campus provides educational programs, services, and learning environments for a diverse community. We equip our students with the knowledge and skills to attain their goals in higher, career/technical, and continuing education; workforce development; and personal enrichment. To meet the evolving community needs, Norco Campus emphasizes the development of technological programs. As a continuing process we listen to our community and respond to its needs while engaging in self-examination, learning

outcomes assessment, ongoing dialogue, planning, and improvement.

As part of the program review process, teaching disciplines and departments, along with instructional support, student service, and administrative departments, review each year department-based goals, campus goals based in part on the Long-Range Educational and Facilities Master Plans, and district Strategic Initiatives to insure that resources provided the complement of desired outcomes. The goals identified in the program review process may be achieved in a single year or over multiple years. Most areas have a combination of both short- and longer-term goals (III.D.1-5a, III.D.1-6a, III.D.1-7 ).

The district's Budget Allocation Model (BAM) includes components that reflect the need to secure funds for annual and longer- term requirements. While amounts may change over time or to reflect immediate need, the state has a consistent approach for the funding of community colleges. To address short-term variances, the district endeavors to maintain a reserve balance that is greater than the five-percent reserve required by law. The Budget Allocation Model is designed to provide resources for specific needs, such as the cost to operate new facilities, costs associated with continuing or expanding instructional programs, costs associated with multi-year collective-bargaining agreements, and expected increases in fixed costs and such employee benefit plans as medical insurance. These components of the BAM link well to both campus-based and district-based planning (III.D.1-12).

The District Budget Advisory Council (DBAC) is responsible for the ongoing assessment of the BAM to determine its effectiveness in supporting both short- and long-term financial planning (III.D.1-13).

In recent years, campus-based planning has resulted in allocations of resources that in turn support the achievement of specific Campus goals. Examples include:

- **Acquisition of the West End Quad (WEQ):** The WEQ consists of seven modular buildings: five classrooms, including a fitness center faculty office building, and restroom facility. The primary purposes of the WEQ were to provide high-quality teaching space that was needed to retreat from expensive, undesirable off-campus classroom locations and enhance enrollment needed to maintain facility utilization in advance of the opening of the new Industrial Technology Building (summer 2009). Both goals have been met.
- **New Administrative Positions:** In recent years, several new administrative positions were approved and recruited to assist the President in the operation of the campus with particular focus on becoming an independent college within the district.
  - FY2006-2007: Vice President of Educational Services & Vice President Business Services
  - FY2007-2008: Assistant Dean, Library; Associate Dean of Student Success
  - FY2008-2009: Associate Dean of Special Funded Programs

Each of these positions was identified as among the highest campus priorities as a result of the planning process and continues to support specific campus and district goals.



- **New Faculty Positions:**
  - FY2008/09: three full-time faculty positions
  - FY2009/10: five full-time faculty positions

Each of the faculty positions were identified to be high priority to address specific discipline needs that were identified during the program review process and, in general, will improve the campus's (and district's) full-to-part-time-faculty ratio.

- **New Classified Positions:**
  - Custodial Manager
  - Custodian
  - Instructional Media Technician
  - Science Lab Technician (increase from .75 to 1.0 FTE)

The Board of Trustees is provided with periodic updates on the Strategic Planning Process at each of the campuses as well as the district. Such updates describe the linkages to resource prioritization and allocation (III.D.1-14).

### **Self-Evaluation**

The standard is met. The district budget allocation model, along with categorical funds, provide reasonable expectation that sufficient and consistent resources needed to carry out the educational mission of Norco Campus, including the enhancement of programs and implementation of new initiatives, will be provided. Resource allocation prioritization and decisions are campus based, inclusive, comprehensive, and driven by departmental/discipline priorities identified via the Program Review Process. The NSPC and campus Administration utilize the Long-Range Educational and Facility Master Plans when identifying and supporting institutional priorities for resource allocation. The dramatic progress that Norco Campus has made in this regard since the 2007 accreditation visit is evidenced by the

fact that 64.4 percent of faculty members surveyed in fall 2008 agree that “[c]ampus budget priorities are determined by systematic planning,” compared with 41.9 percent who agreed with this statement in the 2007 survey. Similarly, 75.6 percent of faculty members (up from 63.8 percent in 2007) now agree that “Norco Campus uses resources wisely and fairly”( III.D.1-15, III.D.1-16).

### **Planning Agenda**

- Continue to assess the Norco Campus planning process to ensure that measurement of outcomes reflect stated goals and are impacted positively by resource allocation.
- Continue to assess the effectiveness of the District Budget Allocation Model with respect to the provision of resources needed to support campus goals.

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**III.D.1.b. Institutional planning reflects realistic assessment of financial resource availability, development of financial resources, partnerships, and expenditure requirements.**

### **Descriptive Summary**

The Norco Strategic Planning Committee (NSPC) is kept informed of annual budget allocations. Specifically, the President provides regular feedback to the NSPC that includes affirmation of resource commitment and an explanation if resource commitments differ significantly from the financial plan/resource prioritization recommended by the NSPC (III.D.1-17a, III.D.1-17b, III.D.1-17c).

An annual Mid-Range Financial Planning Model for human and equipment resources inclusive of total-cost-of-ownership (TCO) obligations, developed in part by information provided by annual program

reviews, is provided to the President's Cabinet for oversight of an annual update and presentation to the NSPC. The model includes cost information relative to personnel, supplies, utility costs, instructional and non-instructional technology and equipment needs related to new or expanded programs and new or renovated facilities (III.D.1-18).

A monthly financial report (MFR) that provides detailed budgetary and expenditure information is distributed to the departments, academic, student services, and instructional managers by the Vice President of Business Services (III.D.1-19). The MFR provides expenditure data in all funds—e.g., operating, restricted, and capital. Additionally, a quarterly report that summarizes major object classifications along with prior-year data is provided to the Campus Senior Administration. Variances of expenditures to budget are reviewed and discussed, and if needed, corrective action is taken.

The provision of additional classrooms and faculty offices, new full-time faculty positions, and administrative positions that support student outcomes assessment and student retention are indicative of the Norco Campus's commitment to high-quality student learning.

### **Self-Evaluation**

The standard is met. A five-year financial plan is utilized to cost out long-term goals and match such with anticipated resource allocations. Monthly and quarterly financial reports are provided to department chairs, managers, and administrators. Decisions are made to support and assist academic disciplines and student service functions in the attainment of their respective goals.

### **Planning Agenda**

Continue to assess the effectiveness of the District Budget Allocation Model with respect to the provision of resources needed to support campus goals.

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**III.D.1.c. When making short-range financial plans, the institution considers its long-range financial priorities to assure financial stability. The institution clearly identifies and plans for payment of liabilities and future obligations.**

### **Descriptive Summary**

The highest priority of the BAM is to make resource-allocation recommendations to support long-term commitments, such as permanent full- and part-time positions, fixed costs and employee benefits, supplies services, and contractual obligations. Additionally, the district maintains or exceeds the five-percent-reserve requirement. The BAM also recognizes the need to fund the cost to support new facilities, new program development, and program renewal or expansion. Further, the district includes in the capital cost of new facilities budget designated for instructional and non-instructional equipment. A campus-based Five-Year Financial Plan inclusive of total-cost-of-ownership factors enables the Campus to cost out future goals and, to the extent possible, seek resources needed to support those goals. The plan is updated annually to recognize budgetary constraints and changes in institutional priorities. (III.D.1-20).

With respect to long-term liabilities, including medical and statutory benefits, the district estimates annual costs and such is given priority funding in the BAM.

### **Medical Insurance:**

The district contracts with Kaiser Permanente, Health Net, and the RCCD plan to provide employee medical benefits.

### **Dental Insurance:**

Delta insurance coverage for employees and dependents are provided by the district.

### **Life Insurance:**

The district provides a \$50,000 life insurance policy by a carrier designated by the district.

The campus and district consider the cost of district-provided and statutory benefits when calculating the total cost of ownership (TCO) in planning activities and resource allocation.

### **Self-Evaluation**

The standard is met. Institutional planning drives annual resource allocation and mid-range financial planning. The district and Norco Campus take into account long-range financial priorities in order to assure the financial stability of the institution. Plans for payment of liabilities and future obligations are clearly identified in annual district budget reports and planning documents.

### **Planning Agenda**

None

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**III.D.1.d. The institution clearly defines and follows its guidelines and processes for financial planning and budget development, with all constituencies having appropriate opportunities to participate in the development of institutional plans and budgets.**

### **Descriptive Summary**

The financial planning and budget development process and appropriate control mechanisms at both the district and campus levels is in accord with Board Policies #7080 ("Budget Development: Fund Balance Target"), #6200 ("Budget Preparation"),

and #6300 ("Fiscal Management"). The detailed process is as follows:

- Upon announcement of the Governor's Budget Proposal, the District Office of Administration and Finance prepares district-wide budget scenarios based upon the Budget Allocation Model. If circumstances dictate, updated scenarios may be provided for review and comment to all district stakeholders during the state's budget development and approval process.
- A "Tentative Budget" is presented to the Board of Trustees for review and action during its June meeting. The Tentative Budget is essentially approval of a continuation budget (III.D.1-22).
- After the state legislature and governor approve a final state budget, the District Office of Finance & Administration prepares a draft budget based on need and previously received comments by district stakeholders and presents such to the Chancellor's Executive Cabinet for review and endorsement prior to review by the Resources Committee of the Board of Trustees and, ultimately, final adoption by the Board.
- The adopted budget is public information and is shared with the district's stakeholders through a variety of methods (e.g., printed and electronic documents).

### **Self-Evaluation**

The standard is met. The district and Norco Campus follow all guidelines and processes for financial planning and budget development, allowing all campus constituents to participate in the processes. All information, whether it be budget

scenarios or tentative/final budget adoption,  
is shared with all who are interested.

## Planning Agenda

None

### List of References

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- III.D.1-1 Budget, adopted FY2008-2009
- III.D.1-2a Norco Educational Master Plan
- III.D.1-2b Norco Facilities Master Plan
- III.D.1-3 Norco Campus Strategic Planning Implementation Process
- III.D.1-4 Norco Campus Prioritization Process
- III.D.1-5a Annual Instructional Program Review, sample
- III.D.1-5b Website: Annual Instructional Program Review Reports:  
[http://www.rccdfaculty.net/pages/Annual%20Program%20Review%202008/2008\\_Annual\\_PR\\_index.htm](http://www.rccdfaculty.net/pages/Annual%20Program%20Review%202008/2008_Annual_PR_index.htm)
- III.D.1-6a Campus Administrative Unit Program Review 2008, sample
- III.D.1-6b Website: Administrative Unit Program Review Documents:  
[http://www.rccdfaculty.net/pages/Administrative\\_Program\\_Review\\_2008/administrative\\_reports\\_2008.html](http://www.rccdfaculty.net/pages/Administrative_Program_Review_2008/administrative_reports_2008.html)
- III.D.1-7 Student Services Program Review 2008
- III.D.1-8a Website: Norco Academic Planning Council:  
<http://academic.rcc.edu/norco/apc/>
- III.D.1-8b Website: Norco Student Services Planning Council:  
<http://academic.rcc.edu/norco/sspc/>
- III.D.1-8c Website: Norco Administrative Planning Council:  
<http://academic.rcc.edu/norco/adpc/>
- III.D.1-9 Website: Norco Strategic Planning Co-Chairs Council:  
[http://academic.rcc.edu/norco/spc/co-chair\\_index.jsp](http://academic.rcc.edu/norco/spc/co-chair_index.jsp)
- III.D.1-10 Website: Norco Strategic Planning Committee:  
<http://academic.rcc.edu/norco/spc/index.jsp>
- III.D.1-11 *District Strategic Plan 2008-2012*
- III.D.1-12 District Budget Allocation Model
- III.D.1-13 Minutes: District Budget Advisory Council, sample
- III.D.1-14 Minutes: Board of Trustees Meeting, presentation of Norco Campus Strategic Planning Process
- III.D.1-15 Report: 2008 Full-time Faculty Accreditation Survey
- III.D.1-16 Report: 2007 Full-time Faculty Accreditation Survey
- III.D.1-17a Memo: President Davis to the NSPC, 12/08/07
- III.D.1-17b Memo: President Davis to the NSPC, 05/05/08
- III.D.1-17c Memo: President Davis to the NSPC, 02/26/09
- III.D.1-18 Mid-range Financial Plan
- III.D.1-19 Monthly Financial Report, sample
- III.D.1-20 Norco Campus Five-Year Financial Plan, 2009-2015
- III.D.1-21a Board Policy #7080: "Budget Development: Fund Balance Target"
- III.D.1-21b Board Policy #6200: "Budget Preparation"
- III.D.1-21c Board Policy #6300: "Fiscal Management"
- III.D.1-22 Fiscal year 2009-2010 Tentative Budget Development Schedule

**III.D.2. To assure the financial integrity of the institution and responsible use of financial resources, the financial management system has appropriate control mechanisms and widely disseminates dependable and timely information for sound financial decision-making.**

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**III.D.2.a. Financial documents, including the budget and independent audit, reflect appropriate allocation and use of financial resources to support student learning programs and services. Institutional responses to external audit findings are comprehensive, timely, and communicated appropriately.**

**Descriptive Summary**

The district's financial statements are audited each year in accordance with U.S. Generally Accepted Auditing Standards and OMB Circular A-133. The district received an unqualified report for the year ended June 30, 2008 (III.D.2-1). Responses to audit findings are prepared by the appropriate district and/or campus administrator and are included in the Auditor's report. The district responded to the following audit finding:

- **2008-1 finding:** Ineligible CalWORKS recipients were provided services. However, no questionable costs were determined. Without proper controls in place, unauthorized program costs and services provided to ineligible recipients could be reimbursed by the state program. In response to this finding, the district has changed its procedures to prevent ineligible individuals from receiving reimbursement.

Additionally, a review of previous audit findings was conducted to determine the current status. The auditors verified that the district implemented the recommendations for each of the three 2007 audit findings.

The District Foundation's financial statements are audited each year in accordance with

accounting principles generally accepted in the United States of America. It was determined that the financial statements present fairly, in all material respects, the financial position of Riverside Community College District Foundation as of June 30, 2008 and 2007 ( III.D.2-2).

The District's Proposition 39 General Obligation Bond Funded Capital Outlay Projects financial statements are audited each year in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. It was determined that the financial statements present fairly, in all material respects, the financial position and results of operations for the General Obligation Bond Funded Capital Outlay Projects of the Riverside Community College District as of June 30, 2008 (III.D.2-3).

Each of the referenced external audits provide assurance to the district's stakeholders that the expenditures as stated in the respective financial statement support the institution's mission and, in the case of the capital projects, specific capital-development goals.

Audit reports are submitted to federal, state, and local oversight agencies and to the Board of Trustees based on predetermined timelines.

In May 2008, the Board of Trustees accepted a revised Budget Allocation Model that was developed by the Budget Allocation Model Task Force, comprised of the CBO, classified staff, and faculty representatives from each campus as well as

district-wide student representatives. The BAM TF also included the Interim Vice Chancellor and Interim Associate Vice Chancellor for Finance and Administration (III.D.2-4).

The revised BAM recognizes several important elements:

- The transition from a single-college district with two major centers to a three-college district
- A more decentralized and independent operating environment
- Campus planning (strategic and operational) processes

The BAM is designed to ensure continuing funding of base budgets by location as well as the five percent Contingency Reserve as required. Remaining revenue—Total Available Resources (TAF)—is distributed as follows:

- Inter-/intrafund transfers
- New District/College programs and initiatives
- Operating cost for new facilities
- New positions/part-time-faculty growth.

Remaining revenues, known as the Allocation Increment (AI), will be used to fund:

- Base budget adjustments (bargaining-unit increases)
- Increased costs associated with health-and-welfare benefits
- Position reclassifications
- Board election costs
- Small College Factor for the Norco and Moreno Valley Campuses
- Enrollment Efficiency Incentive
- Base budget increase for District Office and District Support Services
- FTES growth allocation to the campuses.

The District Budget Advisory Council (DBAC) will continue to meet regularly to assess and evaluate the revised BAM and to consider the following issues (III.D.2-5):

- Review/analysis of Base Expenditure Budgets
- Development of discipline WSCH:FTEF standards
- Student Success Incentive
- New-position funding allocation methodology
- Treatment of budget savings
- Base Budget adjustments
- On-Line Education FTES allocation
- Other incentives/disincentives.

The implementation of the revised BAM first occurred during FY2008-2009. As a result, the campus received three new faculty positions and one administrative position; all positions were provided with permanent budget and addressed the highest need as identified by the Norco Campus planning process.

The Campus addressed other high-priority items as identified by the Norco Campus planning process by reallocating the existing base budget. This reallocation resulted in the creation of a full-time permanent clerical position at the Campus Early Childhood Education Center and budget augmentations for part-time librarians and counselors.

In addition to the high-priority funding elements specifically identified in the BAM, the campus is provided the following allocations based on a three-year weighted average of FTES:

- Instructional equipment
- Non-instructional equipment
- Minor Renovation & Repair Fund
- Scheduled-Maintenance Fund

The instructional and non-instructional allocations are distributed to campus departments based on the priorities as established and approved by the Norco Campus planning process (III.D.2-6). The Minor Renovation and Repair and Scheduled Maintenance funds are used to address projects as identified in the deferred maintenance five-year plan and any unforeseen event.

It is clear that campus-based planning is influenced by the Board's Strategic Initiatives defines how available resources will be deployed to support the institution's mission and goals.

### **Self-Evaluation**

The standard is met. External audits are conducted in accordance with the appropriate standards, and all audit findings are reviewed, responded to, and made available to the district's stakeholders and presented to the Board of Trustees for acceptance. This external review provides assurance that district expenditures are in accordance with applicable policy and support the institution's mission.

The Budget Allocation Model is designed to complement the planning process of each campus and district office. The BAM provides restricted and unrestricted allocations that are specifically created to address campus priorities as identified by the campus planning process and reflect campus and district goals and objectives.

### **Planning Agenda**

- Continued participation by campus personnel to further develop the BAM and assess its effectiveness with respect to the planning process.
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**III.D.2.b. Appropriate financial information is provided throughout the institution.**

### **Descriptive Summary**

Appropriate financial information is provided online. A printed copy of the district's budget is placed in the library at each campus, and it is a public document. Administrative officers at each campus receive information on budget accounts. The Norco Campus Vice President of Business Services provides a quarterly summary report to the President and Vice President that includes a detailed variance report for certain types of expenditures—e.g., part-time teaching or contingency funds—that warrant specific review (III.D.1-23). In addition, each department receives a monthly financial report that highlights budgetary issues or items needing specific action.

Moreover, department chairs and managers can access real-time budget and expenditure data and related information via Galaxy budget and financial system software. Budget information can also be obtained from the Campus Business Office or District Administration & Finance Office by request.

### **Self-Evaluation**

This standard is met. Responding to the fall 2008 accreditation survey, 68.9 percent of faculty and 60.8 percent of staff "agreed" or "strongly agreed" that "[a]ppropriate and timely budgetary information is provided regularly throughout Norco Campus" (III.D.2-7).

### **Planning Agenda**

None

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**III.D.2.c. The institution has sufficient cash flow and reserves to maintain stability, strategies for appropriate risk management, and realistic plans to meet financial emergencies and unforeseen occurrences.**

### **Descriptive Summary**

The primary sources of RCCD funding are through general apportionment and funds from categorical programs. Through the Administration and Finance Office, the district provides annual, quarterly, and monthly budget reports that communicate cash flow requirements, reserve levels, expenditures, fixed costs, and cost of insurance and workers' compensation (III.D.2-10a, III.D.2-10b, III.D.2-10c).

Board policy also mandates the maintenance of a minimum five-percent general operating reserve in the district's budget (III.D.2-21b). To ensure that this is maintained, the five-percent reserve is the first item budgeted each year. Any general funds not spent are placed in the district's ending balance at the end of the fiscal year. Using the district's budget allocation model, these funds are redistributed and/or re-allocated the following year (III.D.2-11).

At the district level, an administrative contingency account is established each year to provide for unbudgeted needs (III.D.2-12). The district maintains sufficient reserves to address unforeseen needs. The unrestricted reserve for the past three years was as follows:

- June 30, 2008: \$18,049,419
- June 30, 2007: \$12,638,845
- June 30, 2006: \$12,344,738

RCCD has maintained sufficient insurance coverage that covers property and liability, workers' compensation, and vehicle insurance. To comply with board policy, the district has a Risk Management Office to

ensure that its risk management program meets all legal requirements and provides protection against loss, damage, or liability in accordance with California Education Code #72506 and any other applicable state codes (III.D.2-13a-c).

### **Property and Liability Insurance:**

The district is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During fiscal year ending June 30, 2008, the district contracted with the Alliance of Schools for Cooperative Insurance Programs Joint Powers Authority for property and liability insurance coverage. Settled claims have not exceeded this commercial coverage in the past year.

### **Workers' Compensation:**

For fiscal year 2007-2008, the district participated in the Schools Excess Liability Fund Joint Powers Authority (JPA), an insurance purchasing pool.

The district is self-insured for the first \$350,000 of each compensation claim. The intent of the JPA is to achieve the benefit of a reduced premium for the district by virtue of its grouping and representation with other participants in the JPA. The workers' compensation experience of the participating districts is calculated as one experience, and a common premium rate is applied to all districts in the JPA. Each participant pays its workers' compensation premium based on its individual rate. Total savings are then calculated, and each participant's individual performance is compared to the overall saving. A participant will then either receive money from or be required to contribute to the "equity-pooling fund." This "equity pooling" arrangement ensures that each participant shares equally in the overall performance of the JPA. Participation in the JPA is limited to K-12 and community college districts that can meet the JPA's selection criteria.



The district maintains appropriate reserves to adequately address these longer-term financial commitments (III.D.2-1).

### Self-Evaluation

The standard is met. The District Administration and Finance Office has been conservative in its approach, keeping the district financially sound and meeting all obligations without reducing the number of programs or faculty. The Board's policy objective is a budgeted ending balance equal to "at least five percent of total available funds."

With respect to contingency funds, the Norco Campus budget was augmented by \$180,000 in the form of contingency to address any unmet or unexpected financial needs for fiscal year 2008-2009 (III.D.2-14). Other possible sources include the district contingency and the reallocation of unspent budget balances. The district will consider alternative methods for contingency funding at the campus level in the development of the new Budget Allocation Model.

### Planning Agenda

None

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**III.D.2.d. The institution practices effective oversight of finances, including management of financial aid, grants, externally funded programs, contractual relationships, auxiliary organizations or foundations, and institutional investments and assets.**

### Descriptive Summary

Oversight of RCCD's finances includes the following processes:

- The Board of Trustees Resources Committee meets regularly to review the budget status and information prepared by the district's Financial Services department (III.D.2-10c).
- Board Policy #2200 requires that the Board of Trustees ensure an annual audit of all funds. RCCD's internal auditor also provides oversight in all areas of compliance. The district's external independent auditors provide financial and programmatic oversight during the annual audit (III.D.2-1, III.D.2-15).
- The district Grants & Contracts Office provides oversight for all financial compliance related to grants (III.D.2-16a, III.D.2-16b).
- The independent Citizens' Bond Oversight Committee makes sure that the funds from Measure C bonds are spent in accordance with projects and programs outlined in the election ballot (III.D.2-17, III.D.2-3).
- Student Financial Services oversees student financial aid with the district's Auxiliary Business Services Office providing accounting support (III.D.2-1).
- Foundation funds are managed by an executive director and an Executive & Finance Committee with the assistance of the district's Auxiliary Business Services Department performing the accounting role. The foundation, as a separate, not-for-profit 501(C)(3) organization, is audited each year (III.D.2-2).
- Administrators contracting for goods and services have oversight over outside contracts to ensure that the contract obligation is met. The Administration & Finance Office, specifically Purchasing and Accounts Payable, provides an additional level of oversight for these contractual obligations.
- In general, the Administration & Finance Office maintains overall budget oversight of finances for grants and financial aid, performs an accounting function for the financial activity of

auxiliary organizations such as ASRCC and the RCCD Foundation and, also, accounts for the district's fixed assets. The district is obligated by regulation to maintain cash and investments with the Riverside County Treasurer.

### Self-Evaluation

The standard is met.

### Planning Agenda

None

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**III.D.2.e. All financial resources, including those from auxiliary activities, fund-raising efforts, and grants, are used with integrity in a manner consistent with the mission and goals of the institution.**

### Descriptive Summary

The district performs a fiscal oversight function of all grants, externally funded programs, and auxiliary functions. Board Policies #6200 ("Budget Preparation") and #6300 ("Fiscal Management") regulate district and college use of funding (III.D.2-18a-b). The district conducts regular audits of practices to determine if there are any deviations from standard procedures (III.D.2-1).

Norco Campus strives to link all resources, including discretionary funds, fundraising events, and grant funds, to the mission statement and to the campus goals described in the Norco Educational Master Plan. Through the auspices of the district, RCCD Foundation and federal-grant funds are earmarked for projects on the Norco Campus.

### Self-Evaluation

The standard is met. Norco Campus, through district oversight of auxiliary funds, fund-raising efforts, and grants utilizes resources with integrity to meet the mission and goals of the institution.

### Planning Agenda

None

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**III.D.2.f. Contractual agreements with external entities are consistent with the mission and goals of the institution, governed by institutional policies, and contain appropriate provisions to maintain the integrity of the institution.**

### Descriptive Summary

Most contractual agreements are initiated and managed at the campus level. They also are typically reviewed at the district level and are approved by the Board of Trustees. Norco Campus therefore depends on the administrative and legal resources and actions of the district in this regard. As previously explained in Standard III.D.2.d, the District Administration & Finance Office, in coordination with Norco Campus, manages all major accounting functions and provides all state and federal reporting.

RCCD has established a series of internal controls and procedures for the use of external contractual agreements (III.D.2-19a, III.D.2-19b). Evidence of oversight of these contracts is found in the district financial audit, referenced in Standard III.D.2.d above.

Contracts with outside vendors require board approval. The district has a contract expert who reviews proposed contracts and provides assistance to the college during negotiations. A district auditor conducts reviews of practices and ensures they are in conformance with board policies and

administrative regulations. The Board ensures strict adherence to all contracts governed by federal and state codes and regulations. All contractors must meet the insurance specifications required by the district administrative services policy.

### **Self-Evaluation**

The standard is met. Norco Campus participates in district-approved contractual agreements that range from provision of professional service contracts, software agreements, and the leasing of equipment and hardware to the leasing of off-site instructional spaces. Norco Campus is actively engaged in the recommendation of consultants to the Board of Trustees. Rigorous guidelines are established to ensure that the best bid is obtained and that the campus is protected from contractor negligence or incompetence (III.D.2-1, III.D.2-20).

### **Planning Agenda**

None

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**III.D.2.g. The institution regularly evaluates its financial management processes, and the results of the evaluation are used to improve financial management systems.**

### **Descriptive Summary**

The district evaluates its financial management processes through a variety of means:

First, as part of obtaining reasonable assurance about whether the district financial statements are free of material misstatement,

the auditors perform tests of the district's compliance with certain provisions of laws, regulations, contracts, and grants; noncompliance could have a direct and material effect on the determination of financial statement amounts. Results of such tests are disclosed in the auditor's report.

Second, the District's Internal Auditor performs tests and examinations of procedures to determine compliance with district policy, procedure, and Title V. Similar to the external audit process, the IA will seek a management response to findings and provide a current status report related to each finding. The IA's reports are submitted to the Board of Trustees for review and acceptance.

Third, the District Budget Advisory Council engages in continuous assessment of the model to determine its effectiveness in the short- and longer-term planning processes.

Fourth, campus CBOs serve on the district's "Magnificent Seven" group; this group is charged with, among other things, the assessment of current financial practices/procedures to determine if such are effective and efficient. This group is led by the Vice Chancellor of Administration and Finance.

### **Self-Evaluation**

The standard is met. The district has evaluative processes in place for allocation and use of financial resources at its college and educational centers.

### **Planning Agenda**

None

## List of References

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- III.D.2-1 District Audit Report, 2007-2008
- III.D.2-2 District Foundation Audit Report, 2007-2008
- III.D.2-3 District General Obligation Bond Projects Audit Report, 2007-2008
- III.D.2-4 District Budget Allocation Model (revised May 2008)
- III.D.2-5 Minutes: District Budget Advisory Council, sample
- III.D.2-6 Norco Campus Prioritization Process
- III.D.2-7 Report: 2008 Full-time Faculty Accreditation Survey
- III.D.2-8 Report: 2008 Part-time Faculty Accreditation Survey
- III.D.2-9 Report: 2008 Staff Accreditation Survey
- III.D.2-10a RCC District Annual Finance Report, sample
- III.D.2-10b RCC District Quarterly Finance Report, sample
- III.D.2-10c RCC District Monthly Finance Report, sample
- III.D.2-11 FY 2008-2009 Adopted Budget
- III.D.2-12 District Administrative Contingency Account
- III.D.2-13a Website: California Department of Education, Laws & Codes:  
<http://www.cde.ca.gov/re/lr/cl/>
- III.D.2-13b Website: California Education Code: <http://www.leginfo.ca.gov/cgi-bin/calawquery?codesection=edc&codebody=&hits=20>
- III.D.2-13c CA Education Code, Section 72500-72508: <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=edc&group=72001-73000&file=72500-72508>
- III.D.2-14 President's contingency budget showing \$40,000 allocation
- III.D.2-15 Board Policy #2200: "Board Duties, Responsibilities and Privileges"
- III.D.2-16a Chancellor's Office organizational chart
- III.D.2-16b Chancellor's Office Functions Map
- III.D.2-17 Measure C and Citizens' Bond Oversight Committee
- III.D.2-18a Board policy #6200: "Budget Preparation"
- III.D.2-18a Board policy #6300: "Fiscal Management"
- III.D.2-19a Internal controls and procedures for external contractual agreements
- III.D.2-19b Board Policy Chapter 6: "Business & Fiscal Affairs"
- III.D.2-20 RCCD Finance and Audit. Report No.: VI-D-3, 10/17/06

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### III.D.3. The institution systematically assesses the effective use of financial resources and uses the results of the evaluation as the basis for improvement.

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#### Descriptive Summary

The evaluation of financial resources is the responsibility of the district and the individual campuses. Board policy regulates the effective use of financial resources. Evaluative processes are in place at the district level to systematically review, assess

and modify systems and processes to ensure the effective use of financial resources.<sup>62</sup>

<sup>62</sup> There are several mechanisms that oversee the use of financial resources in the district. The Finance and Audit Committee of the Board of Trustees receives financial information from administrators and auditors. These committees hear reports, ask questions, and approve reports or recommend changes. The District Administration and Finance Office also provide input and oversight. The independent Citizens' Bond Oversight Committee sure that the funds from Measure C bonds are spent in accordance with projects and programs outlined in the election ballot.

At the individual campus level, there are a series of processes and reviews to assess and modify systems to ensure the effective use of financial resources. Initially, the annual program review update process evaluates whether fiscal needs are being met for individual disciplines and programs. These evaluations are also evident in the comprehensive program reviews conducted by instructional and non-instructional units at the district and campus level. Any process changes recommended are communicated in turn to the departments and, through the departments, to the Norco Academic Planning Council and to the Norco Strategic Planning Committee. The Norco Academic Senate may also provide leadership in recommending evaluation of fiscal matters or process changes. These groups may request changes to the process or evaluation of financial resources through the Financial Resources Subcommittee of the NSPC, or directly to Norco Campus management.

The creation of a new business office on the Norco Campus, along with the hiring of a Vice President of Business Services, has assisted the Financial Resources Subcommittee of the NSPC and Norco Campus Administration in assessing the effective use of financial resources and using the results of the evaluation as the basis for improvement.

## **Self-Evaluation**

The standard is met. The district and the campuses have processes in place to systematically assess the effective use of financial resources and to use the results of any evaluation as the basis for improvement. On the Norco Campus, the Norco Strategic Planning Committee and its Financial Resources Subcommittee make recommendations for changes to the process or evaluate fiscal needs utilizing input from departments and annual program review updates. The Vice President of Business Services and the Norco Campus Administration also make recommendations for fiscal process modifications based on their evaluations of the effectiveness of current processes.

The President provides an annual report to the NSPC that summarizes newly approved positions and equipment acquisitions. Deviations from the prioritized list as received by the NSPC are explained.

## **Planning Agenda**

Continue to identify budgetary priorities at Norco Campus and conduct periodic analysis to determine whether the allocated resources are being utilized for the purposes identified during the budget development process.

### **Standard III: Resources, Summative Essay**

While the institution is the vehicle for the educational journey, and instructional and support staff represent the guidance and map through which the journey is accomplished, resources serve as the infrastructure to facilitate students' educational plans. This framework, consisting of human, physical, technical, and financial resources, supports the various educational path-ways provided by Norco Campus.

#### **INSTITUTIONAL COMMITMENT**

Norco Campus demonstrates its commitment to providing the resources necessary to offer high-quality education to its students through an integrated resource-allocation process that supports the institution's mission statement and reflects student needs. As part of this commitment to support students, Norco has instituted strategic planning processes that ensure representation by all stakeholders and solicit participation campus wide. Using data provided by Institutional Research, each Instructional, Student Services, and Administrative unit assesses its human, physical, technical, and financial resource needs using the program review process. To ensure appropriate allocation, staffing and equipment needs are prioritized by the Norco Academic Planning Council, the Norco Administrative Planning Council, and the Student Services Planning Council, in their respective areas. The latter two councils have staff, administrative, and Norco Academic Senate representation among their voting members; the Norco Academic Planning Council, as a standing committee of the Norco Academic Senate, has only faculty voting members with administrative and staff input and support. Prioritized needs are then forwarded to the Norco Strategic Planning Committee Co-Chairs Council for review and revision before a final hearing before the Norco Strategic Planning Committee (NSPC). Recommendations from the NSPC are forwarded to the Campus President for final decision.

These deliberative bodies set criteria for prioritization annually to reflect the current campus needs and institutional goals. Criteria have included satisfactory articulation and assessment of student learning and service area outcomes. Additional criteria may require that requests for resources to be linked to educational programs and student-success initiatives. These processes reflect institutional commitment to quality education.

#### **EVALUATION, PLANNING AND IMPROVEMENT**

Evaluation, planning and improvement are the themes most closely linked to Standard III. Formal planning and evaluation are integral to Norco's ongoing systematic and reflective campus-wide strategic planning process. A core element of this process concerns policies and procedures related to allocation of human, physical, technical, and financial resources to support quality educational programs.

The district has developed clear policies and procedures governing the employment, retention, evaluation, and professional development of its personnel. Norco Campus works closely with the district Office of Diversity and Human Resources to ensure appropriate understanding of and concern for issues of equity and diversity, and the campus regularly assesses its effectiveness in this area consistent with its mission. Hiring processes for each employee category are aligned with institutional planning and budget cycles. In addition, Norco has made a concerted effort to maintain the highest levels of commitment to academic excellence as well as to diversity and equity in its hiring procedures.

Norco Campus has integrated facilities planning into its institutional planning process, resulting in a strategic approach to prioritizing the physical resource needs of its students, faculty, and staff. In response to rapid growth, portable buildings have been installed on campus, creating the West End Quad to accommodate our growth and prepare the campus for the fall 2009 occupation of the new Industrial Technology Building. The new Student Success Center is scheduled to open in fall 2010, and other additions include the completion of the soccer field and the Network Operations Center. Our Long-Range Educational and Campus Facilities Master Plans are integral to our facilities planning.

Technology resources on Norco Campus are kept up to date in order to support and enhance student learning. As part of ongoing evaluation, planning, and improvement integrated into campus-wide strategic planning, the Technology Resource Subcommittee was instrumental in determining the appropriate allocation of capital expenditures for technology, designing a plan that allowed upgrades for computers where appropriate and replacing computers where necessary. Accordingly, most Norco classrooms are now equipped with recently upgraded multi-media equipment; computer-based labs and other engineering, manufacturing, business, and dedicated computer classrooms have recently replaced hardware and software. The input from this subcommittee has been vital to maintaining the quality of hardware and software on campus and demonstrates the efficiency of the evaluation and planning processes at the Norco Campus.

The Norco Educational Master Plan reflects the mission and goals of the Norco Campus. As one of the primary elements for financial planning at both district and campus levels, the NAMP is reviewed and updated regularly. Institutional planning is linked closely to financial planning at both district and campus levels, and planning decisions are connected to the district strategic initiatives that focus on improvements in student learning and institutional effectiveness. The Vice President of Business Services will make a significant contribution to the design of a new district budget allocation model. The Financial Resources Subcommittee of the Norco Strategic Planning Committee is the cornerstone for integrating financial planning with campus-wide strategic planning for resource allocation.

## **STUDENT LEARNING OUTCOMES**

Essential to the comprehensive and annual program review process is the establishment and assessment of student learning outcomes at the course, program, certificate, and degree levels. Resource allocation is based explicitly on annual program updates, with instructional, student services, and administrative unit SLOs included among the ranking criteria. At Norco Campus, each discipline generates an academic annual program review document that details the assessment of educational needs and projection of future growth. These resource needs are prioritized by the Norco Academic Planning Council using specific criteria. Central to these criteria is the requirement that a discipline has established student learning outcomes, assessed these outcomes, revised course outlines of record, and used the results of assessment to improve pedagogy. Student learning outcomes and assessment are directly linked to resource allocation, underlining the significance Norco Campus places on student learning outcomes.

## **ORGANIZATION**

Norco Campus has developed an organizational infrastructure that affords it the capacity to make campus-based decisions and participate fully in district decision-making in a shared-

governance environment that provides meaningful opportunities for participation by all stakeholders.

With regard to processes, the means by which institutional needs are identified and prioritized and resources are allocated to address these needs have been clarified and enhanced. While the campus remains proportionately small in relation to overall district enrollment, faculty, staff and administrators from the Norco Campus play an increasingly influential role in district decision-making.

## **DIALOGUE**

Hand in hand with collegial shared governance at Norco Campus is ongoing, self-reflective dialogue centered on student learning. All constituents are invited to participate in all levels of planning, evaluation, and improvement, and this has been increased through the process of developing the accreditation self study document. As institutional strategic planning becomes more delineated, campus constituents continue to dialogue in determining future needs and resources. The dialogue occurs at all levels of the planning model and covers multiple issues both simple and complex. The processes and policies of the institution are transparent and accessible to all stakeholders.

## **INSTITUTIONAL INTEGRITY**

The theme of integrity runs consistently throughout Norco's policies and practice, particularly when hiring, evaluating, and helping to develop campus stakeholders who facilitate student learning. Following guidelines established by state and district policy, Norco works with the district Office of Diversity and Human Resources to recruit and hire candidates who meet minimum qualifications and who will be ethical and appropriate in utilizing physical, technical, and financial resources. Great care is taken from the initial step in the hiring process to continued evaluation and professional development for all employees. When forming hiring committees, Norco strives to include appropriate constituencies, to ensure participation by tenured faculty where appropriate, and to reflect the diversity and range of interests of the department or discipline doing the hiring. Norco consistently strives to select the most highly qualified candidates who can contribute to the climate of high performance and integrity inherent at Norco Campus.

Financial integrity is vital for institutional integrity, and Norco's financial plan, allocation of financial resources, and financial-management system are indicative of the high integrity required by the institution. Currently, financial integrity is reviewed as the district's annual budget, finances, and expenditures are audited yearly by external auditors. These audit reports are submitted to federal, state and local oversight agencies and to the district Board of Trustees. To further support continued appropriate resource allocation, the District Budget Advisory Council continues to meet regularly to assess and evaluate the revised budget allocation model and continue to adjust the model as we move to a multi-college district.





## Standard IV.A Decision-Making Roles and Processes

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## **Standard IV: Leadership and Governance**

**The institution recognizes and utilizes the contributions of leadership throughout the organization for continuous improvement of the institution. Governance roles are designed to facilitate decisions that support student learning programs and services and improve institutional effectiveness, while acknowledging the designated responsibilities of the governing board and the chief administrator.**

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### **Standard IV.A: Decision-Making Roles and Processes**

**The institution recognizes that ethical and effective leadership throughout the organization enables the institution to identify institutional values, set and achieve goals, learn, and improve**

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**IV.A.1. Institutional leaders create an environment for empowerment, innovation, and institutional excellence. They encourage staff, faculty, administrators, and students, no matter what their official titles, to take initiative in improving the practices, programs, and services in which they are involved. When ideas for improvement have policy or significant institution-wide implications, systematic participative processes are used to assure effective discussion, planning, and implementation.**

#### **Descriptive Summary**

Norco Campus was established in 1991 as one of two educational centers in the Riverside Community Campus District. Administrative and faculty leaders have created an environment promoting autonomy, creativity of thought, and marked excellence among Norco staff, faculty, and students and across all institutional domains. The faculty, staff, students, and administrators who laid the academic groundwork during Norco Campus's early years did so in a spirit of commitment and collaboration, laying a strong foundation for the collegiality that exists today and has become one of Norco's hallmarks. Although the campus has grown considerably since its early days, it maintains its unique sense of

individuality, its friendly small-town atmosphere, and its commitment to serving the needs of its student population.

Norco has established systematic governance traditions that promote and assure inclusion in decision-making processes at all levels. Institutional leaders ensure that faculty, staff, students, and administrators communicate openly and freely on a regular basis by providing appropriate forums in which to do so. These include shared-governance structures, the Norco Strategic Planning Committee and its four subcommittees, faculty and staff meetings, and campus retreats. All constituents are encouraged to voice ideas and concerns that contribute to planning and decision-making (see also Standards I.A.4 and I.B.1-4). As the campus has grown and prepared to take on independent-college status, those traditions have been formalized. There are a variety of means through which all constituencies participate, including:

- **Norco Academic Senate.** In May 2005, Norco Campus finalized the establishment of a separate academic senate, electing officers, writing its own bylaws, and electing

department representatives<sup>63</sup> (IV.A.1-1). The Senate is the primary means through which faculty participate in shared governance. By-laws developed by the Norco Academic Senate and the District Senate specify the relationship between these two bodies and facilitate self-governance while at the same time maintaining appropriate lines of communication to address both local and district academic issues (IV.A.1-2a). Norco Academic Senate members meet twice a month to discuss issues of current interest to faculty at Norco Campus (IV.A.1-2b).

- **Norco Campus Curriculum Committee.** In the spring 2008 semester, Norco established its campus curriculum committee. This committee formally began reviewing and approving curriculum during the fall 2008 semester once the processes by which campus curriculum committees would work in conjunction with the District Curriculum Committee had been agreed upon and formalized (IV.A.1-3).
- **Norco Academic Planning Council (NAMP).** This council is comprised of faculty chairs, co-chairs, and assistant chairs who serve in an advisory capacity to administrators on matters

<sup>63</sup> Until fall 2005, Riverside Community College District faculty members were members of one academic senate made up of a representative from each department in the district's three campuses. That senate had standing committees that focused on such specific areas as curriculum, professional growth and sabbatical leave, and academic standards. In spring 2005, the RCCD faculty voted to adopt a new District Academic Senate constitution that, in anticipation of the creation of two new colleges, provided for each campus to establish its own academic senate, with the three presidents of those campus senates comprising a District Academic Senate. Also, since May of 2004, the Norco Academic Senate has met monthly during the spring and fall semesters, and its officers have met regularly with the Campus Provost/President. Bylaws were established in 2004, modified in 2005-2006 and again in 2008-2009.

concerning faculty hiring, budget planning and preparation, capital expenditures, program development, and the number and type of course/section offerings (IV.A.1-4a, IV.A.1-4b, IV.A.1-4c). The monthly meetings are planned and facilitated by an elected Faculty Chair and the Dean of Instruction. Individual department chairs also meet whenever necessary with the College President, the Vice President of Educations Services, and the Dean of Instruction.

- **Norco Strategic Planning Committee (NSPC).** Faculty, staff, administrators, and students have the opportunity to participate actively in effective discussion, planning, and implementation for Norco Campus through the Strategic Planning Committee (IV.A.1-5). Operating as a committee-of-the-whole, this campus-based body has a critical role in communicating local campus concerns to district administrators through the District Strategic Planning Committee (IV.A.1-6a, IV.A.1-6b). The structure and functioning of NSPC embodies the spirit of this standard by allowing all campus stakeholders, regardless of rank or title, an equal say in campus-planning matters (IV.A.1-7, IV.A.1-8).
- There are four NSPC subcommittees that deal with all aspects of campus operations (IV.A.1-9):
  - Institutional Mission and Effectiveness (IV.A.1-10a)
  - Student Learning Programs and Services (IV.A.1-10b)
  - Resources (IV.A.1-10c)
  - Leadership and Governance (IV.A.1-10d)

Decisions on campus operations generated in the subcommittees are forwarded to the Strategic Planning Co-chairs Council (SPCCC) for review and revision. Items are then forwarded to the entire NSPC for an open hearing, and recommendations are forwarded to the Campus President (IV.A.1-7, IV.A.1-8).

- **The Strategic Planning Co-Chairs Council.** The Council is comprised of the faculty and staff co-chairs of the four subcommittees above, the Vice President of Educational Services, and the Vice President of the Academic Senate (IV.A.1-11). As described previously, SPCCC recommendations are forwarded to the NSPC for open hearing and approval (IV.A.1-7, IV.A.1-8).
- **Norco Educational and Facilities Master Plans.** The primary instruments for long-range campus planning, these provide the foundation and direction by which mission-driven and student-centered decision-making is maintained. The Educational Master Plan provides a summary of the academic characteristics, objectives, short- and long-term goals, and resource needs of the academic departments across the campus. It details the needs of departments in terms of resources and personnel, the progress made towards accomplishing department-specific goals, and the steps necessary to continue moving forward in the future (IV.A.1-12).
- **Program Review and Assessment.** Program review and assessment, the cornerstone of academic planning, is used by academic disciplines to improve student learning outcomes through curriculum and instructional improvement (IV.A.1-13a, IV.A.1-13b). Norco faculty and

administrators serve as members of the District Program Review (IV.A.1-14) and District Assessment Committees (IV.A.1-15), which meet monthly throughout the academic year.

- **John F. Kennedy Advisory Council.** Comprised of Norco and John F. Kennedy High School faculty, counselors and administrators, this group has met monthly since spring 2002 to discuss issues and make decisions pertaining to the relationship between Norco Campus and JFK student policies in areas such as admissions, curriculum, and matriculation<sup>64</sup> (IV.A.1-16).
- **District Matriculation Advisory Council.** Comprised of faculty, counselors, and Student Services staff, the MAC meets on a regular basis to write and implement matriculation standards and procedures (IV.A.1-17).
- **CTA and CSEA (District).** Faculty and staff members meet weekly to discuss bargaining and contractual issues (IV.A.1-18a-b, IV.A.1-119a-b).
- **Associated Students of Norco Campus (ASNC).** The Associated Students of Norco Campus, established as part of the District Associated Students RCCD in spring 2001, wrote its own by-laws at that time and amended them in fall 2006. ASNC holds regular student senate,

<sup>64</sup> John F. Kennedy Middle College High School, built in 2005-2006 and opened in fall semester 2006 with an initial enrollment of 600 students, is located on Norco Campus property adjacent to the college campus buildings. JFK High School is part of the Norco-Corona Unified School District. As a middle college high school, its focus is reflective of the "middle college" concept. The high school campus was constructed as part of an agreement between RCCD, the Norco Campus president, and Norco-Corona Unified School District.

executive board, and Inter-Club Council meetings (IV.A.1-20a-b).

By encouraging broad-based participation in the above-listed entities, Norco Campus fosters an environment in which faculty, students, staff, and administrators play a significant role in institutional decision-making. In the course of these activities, the centrality of the district's strategic planning processes and initiatives is emphasized, with particular concern for improving student learning and fostering student success.

### **Self-Evaluation**

The standard is met. Through a variety of systematic participatory processes, Norco leadership has created an environment for empowerment, innovation, and institutional excellence. The commitment of the Administration to keep all constituents involved in the decision-making processes through the various councils, committees, and organizations ensures effective dialogue, planning, and implementation to meet the central Norco mission goal of improved student learning.

The history and formation of Norco's academic departments is a pertinent example of faculty-driven policies and evidence of leadership within the institution. In 1995-1996, Norco faculty met and developed an organizational structure for new campus-based academic departments in lieu of the district-wide departments in place at that time. These changes and suggestions, agreed upon through local Norco faculty and administrative dialogue and approved later through contract negotiations, were ultimately adopted by the district (IV.A.1-12, IV.A.1-21).

The Norco student body has an active and growing student government and numerous organized student clubs. While it is sometimes difficult to gain student participation in campus-wide government

structures, nonetheless, the opportunity is available to students. Norco faculty and administration are constantly seeking to increase student participation, as evidenced by the student participation in two of the NSP sub-committees during the 2008-2009 academic year (IV.A.1-22a-b). Students were also in attendance at several NSPC meetings (IV.A.1-23).

Norco Campus leaders have been exceedingly supportive in encouraging faculty and staff to take initiative in establishing governance bodies and providing programs and services at Norco that support student learning and improve institutional effectiveness. Significant leadership roles have been assumed by campus faculty and staff as the result of the willingness of all who work at Norco Campus to maintain an atmosphere of collegiality and empowerment. Specific examples of faculty empowerment and initiative fully supported by Norco Administration include:

- **District Program Review and Assessment Committees.** A Norco faculty member co-chairs each of these committees (IV.A.1-24, IV.A.1-25).
- **District Faculty Development Committee.** A Norco faculty member has significant reassigned time to assist in faculty development, FLEX, and workshop activities (IV.A.1-26).
- **District Academic Senate.** During the 2008-2009 academic year, a Norco faculty member will serve as President of both the District and Norco Campus Academic Senate (IV.A.1-27a-b).
- **CTA.** Leadership roles are held by Norco faculty in the district bargaining unit: a Norco faculty member served as President of the CTA from 2006-2008 (IV.A.1-28).
- **Writing and development of the district program review template for instructional disciplines.** Norco faculty

were lead authors of the document (IV.A.1-29).

- **Writing and development of the District Assessment Report.** A Norco faculty member is the lead author and researcher (IV.A.1-30).
- **General Education SLOs.** A Norco faculty member, as the lead author of district-wide Gen-Ed SLOs, provided extensive input into and contribution to their development (IV.A.1-31a-b, IV.A.1-32).
- **Templates for integrated course outlines of record.** These templates incorporate General Education and discipline-specific SLOs; a Norco faculty member led the development of a new curriculum template and wrote the *Guide to Course Outlines of Record* (IV.A.1-33).
- **Handbook for Online Instructors.** Conducting workshops and writing a handbook to guide faculty through the process of developing distance education courses, a Norco faculty member pioneered faculty-to-faculty assistance workshops and wrote the *Handbook for Online Instructors* distributed district-wide (IV.A.1-34).

Staff and student empowerment and initiative is fully supported by Norco Administration. Specific examples of staff and student involvement include:

- Classified-staff serving as co-chairs of Strategic Planning subcommittees
- Advising the Academic Planning Council on budgetary prioritization issues for capital expenditures and implementing Schedule 25 course scheduling software to facilitate the job of scheduling classes for faculty
- Contributions by staff of significant information and writings included in this self-study document, including creating and maintaining the campus discussion board forum for planning and accreditation

- Development by veteran staff members of department information packets for faculty new hires
- Significant student contributions to all stages of development of the Norco mission statement as well as providing information and feedback on the self study
- Participation of students on the Norco and District Strategic Planning Committees
- Campus-wide dialogue workshop held on February 8, 2007.

In an effort to enhance the efficacy of faculty and staff participation in institutional governance, the campus is working toward strengthening the processes by which new faculty and staff members are introduced to its shared governance structure and processes. Existing orientation programs for first-year faculty and staff members are being revised to incorporate more thorough and concise information concerning the campus's committee structure and the expected role of faculty and staff members in institutional governance.

Results of a recent survey of full-time faculty at Norco Campus indicate that a significant majority consider themselves participants in the governance structures of Norco Campus and the district; nearly three-fourths of all faculty surveyed in 2008 consider the strategic planning structures in place to be effective (up from 44.5 percent in 2007), and over 90 percent have feelings of inclusion in these processes.<sup>65</sup> These survey results suggest that even though new faculty would like more information early in their employment, they are quickly learning about shared governance through participation. Part-time faculty members surveyed tend to

<sup>65</sup> Ninety-five percent of Norco faculty surveyed in 2008 (up from 87 percent in 2007) indicate that they participate in shared governance through membership on the Norco Strategic Planning Committee; an additional 42 percent (up from 29 percent in 2007) participate in the Academic Senate.

have significantly lower levels of understanding of campus governance structures, although responses to the 2008 survey showed improvement from the low-30 percent to the mid-40 percent range in this regard.

## Planning Agenda

- Continue to survey students, staff, and faculty to monitor what they do and do not know about how the governance process works.
- Improve orientation of new faculty to governance structures and
- Avenues of participation for both full- and part-time faculty.

## List of References

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- IV.A.1-2a Norco Academic Senate By-Laws
- IV.A.1-2a Website: Norco Academic Senate:  
<http://academic.rcc.edu/academicssenate/norco.jsp>
- IV.A.1-3 Website: Norco Curriculum Committee:  
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- IV.A.1-4a Minutes: Norco Academic Planning Council
- IV.A.1-4b Member Roster: NAPC, spring 2009
- IV.A.1-4c Website: Norco Academic Planning Council:  
<http://academic.rcc.edu/norco/apc/>
- IV.A.1-5 Website: Norco Strategic Planning Committee:  
<http://academic.rcc.edu/norco/spc/index.jsp>
- IV.A.1-6a *Strategic Planning Process, 2001-2006* (district document outlining the process and its history/development)
- IV.A.1-6b *District Strategic Plan 2008-2012*
- IV.A.1-7 Norco Campus Strategic Planning Implementation Process
- IV.A.1-8 Norco Campus Prioritization Process
- IV.A.1-9 Statements of Purpose for the NSPC subcommittees
- IV.A.1-10a Website: NSPC subcommittee: Institutional Mission and Effectiveness:  
[http://academic.rcc.edu/norco/spc/std1\\_index.jsp](http://academic.rcc.edu/norco/spc/std1_index.jsp)
- IV.A.1-10b Website: NSPC subcommittee: Student Learning Programs and Services:  
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- IV.A.1-10c Website: NSPC subcommittee: Resources:  
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- IV.A.1-10d Website: NSPC subcommittee: Leadership and Governance:  
[http://academic.rcc.edu/norco/spc/std4\\_index.jsp](http://academic.rcc.edu/norco/spc/std4_index.jsp)
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- IV.A.1-17 Minutes, Matriculation Advisory Council, sample
- IV.A.1-18a Contract, CTA, 2007-2010
- IV.A.1-18b Minutes, CTA meeting, sample
- IV.A.1-19a Contract, CSEA
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- IV.A.1-20a Minutes: ASNC, sample
- IV.A.1-20b By-laws: ASNC
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- IV.A.1-22a Website: Members NSPC subcommittee: Institutional Mission and Effectiveness:  
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- IV.A.1-22b Website: Members NSPC subcommittee: Leadership and Governance:  
<http://academic.rcc.edu/norco/spc/std4.jsp>
- IV.A.1-23 Minutes: NSPC meeting, illustrating student attendance
- IV.A.1-24 Membership list showing name of co-chair, District Program Review Committee
- IV.A.1-25 Membership list showing name of co-chair, District Assessment Committee
- IV.A.1-26 Position and duties of Faculty Development Coordinator, Norco Campus
- IV.A.1-27a Announcement: election of Sharon Crasnow as President of the Norco Academic Senate 2009-2010
- IV.A.1-27b Norco Campus President serves as District Academic Senate President 2009-2010
- IV.A.1-28 CTA Minutes of election of Karin Skiba as President of bargaining unit
- IV.A.1-29 *Instructional Program Review: Comprehensive (Background & Guidelines)*
- IV.A.1-30 District Assessment Report showing name of author
- IV.A.1-31a Norco faculty-administration workshop, fall 2005;
- IV.A.1-31b Reading and dialogue on Gen-Ed SLOs developed by coordinator of District Assessment Committee
- IV.A.1-32 DAC Minutes showing adoption of Gen-Ed SLOs
- IV.A.1-33 *COR Guide*, Curriculum Committee
- IV.A.1-34 *Handbook for Online Faculty*
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**IV.A.2. The institution establishes and implements a written policy providing for faculty, staff, administrator, and student participation in decision-making processes. The policy specifies the manner in which individuals bring forward ideas from their constituencies and work together on appropriate policy, planning, and special-purpose bodies.**

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**IV.A.2.a. Faculty and administrators have a substantive and clearly defined role in institutional governance and exercise a substantial voice in institutional policies, planning, and budget that relate to their areas of responsibility and expertise. Students and staff also have established mechanisms or organizations for providing input into institutional decisions.**

#### **Descriptive Summary**

In 2004-2005, the district developed a Strategic Planning Process that was designed to ensure that faculty, staff, and administrators have a clear and substantive role in governance and a voice in policies, planning, and budget. These principles and



planning processes, as modified by the Board's adoption of the District Strategic Plan, 2008-2012, formally address academic, administrative, and facilities planning in a structured and integrated system (IV.A.2-1a-b). This framework outlines a flow of communication and dialogue between all constituencies at the district and local levels to ensure that all interests are well represented in all of the governing bodies and committees of the institution.

All meetings of councils, committees, and other planning groups are held on a regular basis, have a published agenda, and are open to the community. The various roles and duties of Norco institutional decision-making bodies are detailed above in Standard IV.A.1.

In addition, board policy sets out its own role in institutional planning and establishes the roles of the Academic Senate, classified staff, administration, and associated student government in collegial governance (IV.A.2-2a-c). The language delineating these roles assures that students, staff, and faculty have effective participation in developing recommendations to the Board of Trustees (IV.A.2-3).

With his/her counterparts from the Riverside City College and the Moreno Valley Campus, the President of the Norco Academic Senate serves on the District Academic Senate. The body meets monthly with the Chancellor, the Vice-Chancellor for Academic Affairs, other campus academic senate officers, and chairs of the District Academic Senate standing committees. The Senate President also meets monthly with the Chancellor, his Cabinet, and the President of CTA at the District's Board Book Review and again with the Chancellor for a separate, informal Academic Senate discussion group. Also, the Norco Senate President is a member of the Board of Trustees subcommittees and attends all Board of

Trustee meetings except those held in closed session, reporting activities and decisions back to the local Norco Academic Senate.

The Vice President of the Norco Academic Senate serves as the co-chair of both the Norco Strategic Planning committee and the Norco SPC Co-chairs Council. Co-Chairs serve as voting members of the District Strategic Planning Committee, the Board of Trustees Planning Subcommittee, and the district Budget Allocation Model Committee, reporting activities and decisions of those committees back to the Norco Academic Senate and the Norco SPC. The Norco Academic Senate VP also conducts elections for the faculty chair of the Norco Academic Planning Council and acts as interim chair of that council in the absence of an elected faculty chair.

The officers of the Norco Academic Senate meet regularly with the President of Norco Campus and her executive staff and report on the discussions to the Norco Academic Senate.

Members of the Norco Academic Senate attend regular meetings of the District Curriculum, Program Review, Assessment, Academic Standards, and Professional Growth & Sabbatical Leave Committees, reporting decisions and information back to the faculty at Norco Campus. In addition, four Norco Academic Senate standing committees have been established (IV.A.2-4a, IV.A.2-4b):

- Norco Curriculum Committee
- Academic Standards and Publications Committee
- Program Review and Assessment Committee
- Norco Academic Planning Council.

Besides their campus roles serving on a variety of Norco planning and governance committees and councils (see Standard IV.A.1), Norco administrators sit on district

standing committees (including the District Strategic Planning Committee), participate on ad hoc committees, and serve on district task forces. Further delineation of district vs. campus administrative roles is laid out in the Academic Affairs and Governance Functions Maps found in the Introduction to this self study (IV.A.2-5).

The district clearly defines the role of classified staff in Board Policy #2220, which states that classified staff will have one representative appointed to each board committee (IV.A.2-6a). Board Policy #2510 ("Participation in Local Decision-Making") states that "[s]taff shall be provided the opportunities to participate in the formulation and development of district policies and procedures that have a significant effect on staff. The opinions and recommendations of the CSEA will be given every reasonable consideration" (IV.A.2-6b). A staff representative sits on the Board of Trustees standing committees, District Strategic Planning Committees, and the District Prerequisite Advisory Committee (IV.A.2-7, IV.A.2-8, IV.A.2-9, IV.A.2-10). On the Norco Campus, classified staff are active members of the Strategic Planning Committee and the NSPC Co-chairs Council (IV.A.2-11a-b), each of the NSPC sub-committees (IV.A.2-12a-d), and the Administrative and Student Service Planning Councils (IV.A.2-13a-b). Classified staff members also serve on campus-wide committees when their expertise is needed or when a particular committee deals with a shared-governance issue.

Students provide input into institutional decisions through student government, the ASNC constitution, and board policy (IV.A.2-14a-b, IV.A.2-14a-c). On January 19, 1993, the Board of Trustees accepted and approved a student shared-governance proposal in which the Board of Trustees recognizes the designated Student Trustee as the authority for defining student participatory governance procedures

(IV.A.2-16). Student government is responsible for representing the social, political, fiscal, and educational concerns of Norco students. Student representatives serve on the Board's four standing committees (Governance, Planning, Resources, Teaching & Learning); serve on the District Strategic Planning Committee, along with the faculty Academic Senate; and participate on district-wide committees that affect student interests (IV.A.2-17). At the campus level, student participation tends to vary from year-to-year, depending on the inclination of the students to participate. During 2008-2009, there has been an active cadre of student participants who have regularly attended and actively contributed to virtually all campus committee meetings, including the NSPC and two of the NSPC sub-committees (IV.A.2-18, IV.A.2-19a-b). Norco Campus welcomes such participation and provides a climate in which students feel free to voice their concerns.

### **Self-Evaluation**

The standard is met. Written board policies and district documents exist that clearly specify the manner in which administrators, faculty, staff, and students will bring forward ideas and work together to bring about their implementation. The District Strategic Planning Process is well established and continues to mature. Norco Academic Senate has been functioning for several years and demonstrates a well established voice in Norco strategic planning and decision making. The Norco Associated Students have been established. Faculty and staff are active at all levels of district and Norco planning and decision-making, and frequent, substantive, and regular communications have been established between the Chancellor, the Chancellor's Cabinet, and the Norco President with the officers of the Norco Academic Senate. There has been a marked shift toward decentralization of decision-making authority to the campuses, and the Norco Campus has established

effective organizational mechanisms through which to exercise its broadened responsibility and authority.

District administrators also contribute significantly to institutional governance. Not only do administrators (both academic and classified) serve on district committees, task forces, strategic planning committees, accreditation standard committees, etc., they serve as resource personnel for standing committees, often coordinating meetings and providing background and supporting materials. In many cases, district administrators and faculty share committee leadership responsibilities.

The Norco Academic Senate has made considerable progress in defining the relationship between district and campus senates. Most recently, there has been a significant revision and refinement of curriculum committee by-laws and procedures, granting campus curriculum committees greater discretion and autonomy in the review and approval of courses and programs offered on their campuses by altering voting rules to enhance the representative influence of faculty at Norco and Moreno Valley. Under the new procedures, each campus is provided one vote on district curriculum matters, and courses and programs offered solely by an individual campus fall completely within the discretion of campus curriculum committees. In this manner, the district and its campuses have managed to balance the imperative to grant greater decision-making authority to the campuses with the need to maintain the “one-district, one-curriculum” concept for the benefit of RCCD students.

Recommendations from District Academic Senate standing committees are generally followed by the administration and acted upon by the Board of Trustees. As Norco Campus moves to full college status, its own Academic Senate committees (Curriculum, Academic Standards & Publication, Program

Review & Assessment, and Academic Planning Council) have begun to take the lead in shared-governance responsibilities and in representing local senate and college interests at the district level.

The Board of Trustees recognizes the student government as the appropriate organization to select student representatives to serve on district committees, task forces, or other governance groups “that have or will have a significant effect on students” (IV.A.2-15a-c). Each shared governance committee at Norco welcomes and strongly encourages student participation.

### **Planning Agenda**

Evaluate recent changes in policies and procedures with regard to the relationship between district and campus-based institutional governance structures and propose new policies and procedures as appropriate.

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**IV.A.2.b. The institution relies on faculty, its academic senate or other appropriate faculty structures, the curriculum committee, and academic administrators for recommendations about student learning programs and services.**

### **Descriptive Summary**

Faculty recommendations regarding student learning programs and services primarily arise through the following groups:

- Norco Academic Senate and its standing committees, including the Norco Curriculum Committee and the Norco Academic Planning Council
- Norco Strategic Planning Committee and its four subcommittees (Mission &

Effectiveness, Teaching and Learning, Resources, and Governance)<sup>66</sup>

- Student Services and Administrative Planning Councils for non-instructional resource-allocation matters.

These bodies provide an effective means for faculty participation in all issues related to student learning programs and services at Norco Campus.

Administrators attend both district and local Curriculum Committee meetings and Academic Senate meetings to facilitate communication about issues related to student programs and services.<sup>67</sup> Administrators also work with faculty and staff on strategic planning subcommittees and on the Academic Planning Council. The Vice President for Educational Services co-chairs the curriculum and strategic planning committees with a member of the faculty.

As detailed in Standard IV.A.1, the district Program Review and Assessment Committees include several active faculty participants from the Norco Campus who are appointed by the Campus Academic Senate. These faculty-driven committees have had primary

<sup>66</sup> All department chairs, co-chairs and assistant chairs participate in the Academic Planning Council. Two elected representatives from each academic department serve on the Norco Curriculum Committee. Two representatives from each department plus Academic Senate committee chairs comprise the voting membership of the Norco Academic Senate.

<sup>67</sup> Until spring 2005, Norco administrators and faculty attended District Academic Senate meetings, and Norco faculty made recommendations about learning programs and services as part of the single, district-wide Senate. The same delineation of functions and roles applied to faculty recommendations about academic programs and courses, which were accomplished through a single, district-wide Curriculum Committee. Until fall 2007, when the Norco Curriculum Committee began independent deliberations on programs created solely for Norco Campus, the institution relied on the District Curriculum Committee for recommendations about all programs, degrees, and certificates.

responsibility for working with service areas and faculty in all disciplines to facilitate the development of appropriate student learning outcomes at the district, program, discipline, and course levels as well as a more effective program review process in order to assess the effectiveness of stated SLOs in improving student learning. Both district and Norco administrators also serve on these committees.

The four strategic planning subcommittees of the Norco SPC review and make recommendations on many aspects of campus planning and operations; Student Learning and Services subcommittee is specifically set up to make recommendations on new programs and services at the campus (IV.A.2-20).

The written procedures delineating faculty roles and responsibilities for student learning programs appear in the district and Norco academic senate constitutions and by-laws, the *Curriculum Committee Handbook*, the new program development process, the *Program Review Committee Handbook*, and the District Strategic Plan (IV.A.2-1b, IV.A.2-21a-b, IV.A.2-22a-b, IV.A.2-23, IV.A.2-24).

### Self-Evaluation

The standard is met. As a relatively small institution in its early years, Norco staff and faculty were able to make recommendations about student learning programs and services by participating on district committees and by utilizing informal systems of governance. To prepare to operate effectively as a larger, independent institution, Norco has formalized its academic senate and strategic planning activities to assure direct faculty access to district management structures and to strengthen local governance over programs and services through monthly faculty meetings, department meetings, NAPC meetings, and Norco Strategic Planning Committee meetings.

The growing effectiveness of these recently implemented processes is evidenced by results of the 2008 faculty survey in which 73.6 percent agreed that the “Norco Strategic Planning Committee is effective in making recommendations with respect to facilities, budget planning and policies” (up from 44.5 percent in 2007); 60.5 percent agreed that “NSPC is an effective channel for staff ideas regarding institutional decision-making” (versus 53.5 percent in 2007); and 64.1 percent agreed that the “Norco Academic Senate is effective in making recommendations to management and the governing board regarding the 11 areas of shared governance” (compared with 51.9 percent in 2007) (IV.A.2-25, IV.A.2-26).

The current focus of the Norco Academic Senate is to strengthen its subcommittees in

order to ensure that faculty ideas and concerns about student learning programs and services are raised through appropriate governance processes. The Norco Curriculum Committee, established in 2007, is charged with oversight and development of programs and courses specific to Norco Campus as well as supporting the Board Policy mandating a district-wide curriculum to ensure students can freely move between the campuses. Operating under new procedures, the Curriculum Committee began adopting new courses for Norco Campus in the fall 2008 semester.

### Planning Agenda

Continue to evaluate the recently established procedures and committees responsible for recommending Norco-specific student learning programs and services.

### List of References

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- IV.A.2-1a *Strategic Planning Process, 2001-2006*
- IV.A.2-1b *District Strategic Plan 2008-2012*
- IV.A.2-2a Board Policies #4005: “Academic Senates”
- IV.A.2-2b Board Policies #7260: “Classified Supervisors and Managers”
- IV.A.2-2c Board Policies #6120: “Organization of the Associated Student Body”
- IV.A.2-3 CA Academic Senate/Title V document(s) listing 11 areas of shared governance
- IV.A.2-4a Minutes: Norco Senate Meeting October 2006, establishing NAS standing committees
- IV.A.2-4a Minutes: Norco Senate Meeting November 2006, establishing NAS standing committees
- IV.A.2-5 RCCD District-Campus Functions Maps
- IV.A.2-6a Board Policy: #2220:
- IV.A.2-6b Board Policy: #2510: “Participation in Local Decision Making”
- IV.A.2-7 Agenda: Board of Trustees Standing Committee, Norco staff representation
- IV.A.2-8 Membership List: District Budget Advisory Committee, Norco staff representation
- IV.A.2-9 Membership List: District Strategic Planning Committee, Norco staff representation
- IV.A.2-10 Membership List: District Prerequisite Advisory Committee, Norco staff representation
- IV.A.2-11a Website: “Members” NSPC, “committee-of-the-whole”  
<http://academic.rcc.edu/norco/spc/>
- IV.A.2-11b Website: Members NSP Co-chairs Council:  
<http://academic.rcc.edu/norco/spc/co-chair.jsp>

- IV.A.2-12a Website: Members NSPC subcommittee: Institutional Mission and Effectiveness:  
<http://academic.rcc.edu/norco/spc/std1.jsp>
- IV.A.2-12b Website: Members NSPC subcommittee: Student Learning Programs & Services:  
<http://academic.rcc.edu/norco/spc/std2.jsp>
- IV.A.2-12c Website: Members NSPC subcommittee: Resources:  
<http://academic.rcc.edu/norco/spc/std3.jsp>
- IV.A.2-12d Website: Members NSPC subcommittee: Leadership and Governance:  
<http://academic.rcc.edu/norco/spc/std4.jsp>
- IV.A.2-13a Website: Members Administrative Planning Council:  
<http://academic.rcc.edu/norco/adpc/members.jsp>
- IV.A.2-13b Website: Members Student Services Planning Council:  
<http://academic.rcc.edu/norco/sspc/members.jsp>
- IV.A.2-14a Associated Students Norco Campus Constitution
- IV.A.2-14b Associated Students Norco Campus By-Laws
- IV.A.2-15a Board Policy #5400:
- IV.A.2-15b Board Policy #2015:
- IV.A.2-15c Board Policy #2105:
- IV.A.2-16 Student Shared Governance Proposal
- IV.A.2-17 Board Sub-Committee meetings showing student attendance/participation
- IV.A.2-18 Minutes: NSPC meeting, demonstrating student attendance
- IV.A.2-19a Website: Members NSPC subcommittee: Institutional Mission and Effectiveness:  
<http://academic.rcc.edu/norco/spc/std1.jsp>
- IV.A.2-19b Website: Members NSPC subcommittee: Leadership and Governance:  
<http://academic.rcc.edu/norco/spc/std4.jsp>
- IV.A.2-20 Norco Campus Strategic Planning Implementation Process
- IV.A.2-21a District Academic Senate Constitution
- IV.A.2-21b District Academic Senate By-Laws
- IV.A.2-22a Norco Academic Senate Constitution
- IV.A.2-22b Norco Academic Senate By-Laws
- IV.A.2-23 District Curriculum Committee Handbook
- IV.A.2-24 *Locally-Developed New and/or Substantially Changed Program Approval Process*
- IV.A.2-25 Report: 2007 Full-time Faculty Accreditation Survey
- IV.A.2-26 Report: 2008 Full-time Faculty Accreditation Survey

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**IV.A.3. Through established governance structures, processes, and practices, the governing board, administrators, faculty, staff, and students work together for the good of the institution. These processes facilitate discussion of ideas and effective communication among the institution's constituencies.**

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### **Descriptive Summary**

In 2005-2006, after three years of planning and dialogue by representatives from all constituency groups in the district, RCCD began major revisions to the organizational structure at the district level as a response to the 2001 accreditation team's

recommendations and in anticipation of the transition to a three-college district. Further structural and procedural refinements were implemented following the 2007 ACCJC self study and visit, based on its resulting recommendations. The district organizational-structure charts and Functions Maps (see Introduction to Self Study) outline

a flow of communication and decision-making between all constituency groups: the Board of Trustees, district and local administrators, faculty, staff, and students.

The Board of Trustees has established four standing committees composed of representatives from each constituency group, ensuring that each group is provided the opportunity to participate effectively in district governance (IV.A.3-1a-d). Meetings of the Board of Trustees and the standing committees are held on a monthly basis, have published agendas, and are open to the community to allow for public comment.

The Norco Campus established major revisions to its organizational structure in anticipation of a move toward college status within the district. The position of Provost was redefined to that of Campus President, and the positions of Vice President of Educational Services and Vice President of Business Services were added to the organizational structure. More recently, mid-level positions have been added, including Associate Deans for Student Success and Special Funded Programs and a custodial manager. The flow of communication between the administrative constituents and staff is now well defined, and the campus has expanded its capacity to take on responsibilities delegated from the district to the campuses (IV.A.3-2).

Norco Campus has established specific strategic planning subcommittees and other structures and practices to address all areas of governance. Standards IV.A.1 and IV.A.2 above give a detailed explanation of the various governance structures of Norco Campus as well as the processes that have been developed to ensure effective communication, forums for dialogue, and collegial governance among the Norco Campus constituents.

Briefly, the Norco Strategic Planning Committee (NSPC), the Strategic Planning

Co-Chairs Council (composed of co-chairs from each subcommittee), and the four NSPC subcommittees are composed of members from the Norco Campus administration, faculty, staff, and students. These committees meet on a regularly basis, have published agendas, and are open to the college community. All meetings have published minutes posted to the Norco Campus website (IV.A.3-3, IV.A.3-4, IV.A.3-5a-d).

In addition, Norco Campus has established the Norco Academic Planning Council (NAPC), a committee of the Academic Senate, to address issues pertinent to growth and development on the campus. Topics of direct interest to the governance of Norco Campus have included faculty hiring recommendations, class scheduling, budgetary recommendations, enrollment-management issues, and the development of the Educational and Facilities Master Plans. The NAPC membership comprises elected chairs, co-chairs, and assistant chairs representing each department on the Norco Campus. The Dean of Instruction, the Vice President of Educational Services, and the faculty chair of the Academic Senate NAPC committee serve as the NAPC facilitators. The NAPC meets on a monthly basis throughout the fall and spring semesters; meetings have published agendas, are open to the college community, and have published minutes available online (IV.A.3-6).

In addition to the formal mechanisms for collegial communication described above, the campus is attempting to foster dialogue throughout the organization by other means. A campus-wide workshop devoted to dialogue was held in February 2007. This session was designed to impact techniques for promoting open dialogue in both formal and informal settings and to provide participants with opportunities for engaging in campus-related dialogue in a follow-up FLEX session in which Norco faculty used the techniques learned to discuss the six accreditation themes. The techniques

imparted to faculty and staff through these professional development activities have been especially useful in light of the campus's commitment to broad-based participation in institutional decision-making.

As detailed in Standard IV.A.1, the Norco Academic Senate, the Associated Students of Norco Campus, and other campus-wide committees and councils meet regularly to discuss and take action on issues of importance to the institution. All dialogue within and between the various governance groups at Norco Campus is designed to facilitate improved student learning and enhance the effectiveness of the institution.

### Self-Evaluation

The standard is met. Interactions within and among the various governance structures at Norco Campus—the Norco Strategic Planning Committee, NSPC Co-Chairs Council and subcommittees, the Norco Academic Planning Council, the Academic Senate and its subcommittees, and the Associated Students Norco Campus—involve all constituency groups on the Norco Campus. It is the responsibility of these committees and councils to gather information, deliberate, report, and formulate recommendations regarding policies and procedures, budget recommendations, and resource allocation.

In addition, the positions of the academic department chairs (who comprise the Norco Academic Planning Council), the officers of the Norco Academic Senate, and students have been incorporated into the Norco Campus organizational structure (IV.A.3-2). The relationship and lines of communication and responsibility between Norco Campus faculty, staff, and administrators and officials at the district level—the Chancellor and Vice Chancellors and the Board of Trustees—have been substantially refined and clarified to improve the flow of communication and expand the scope of responsibility and authority to the campuses.

There is a need for an orientation to governance and/or a governance handbook to explain the principles, organizational structure, operating procedures, and membership of the various Norco Campus constituency groups. Agendas and minutes from the Norco Academic Planning Council meetings are available online.

### Planning Agenda

Develop an orientation to governance and a Norco campus-governance handbook to clarify the principles, organizational structure, and operating procedures of Norco constituency groups.

### List of References

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- IV.A.3-1a Membership List: Board of Trustees standing committee: Teaching and Learning
- IV.A.3-1b Membership List: Board of Trustees standing committee: Resources
- IV.A.3-1c Membership List: Board of Trustees standing committee: Planning
- IV.A.3-1d Membership List: Board of Trustees standing committee: Governance
- IV.A.3-2 Norco Organizational Chart
- IV.A.3-3 Website: Minutes, Norco Strategic Planning Committee:  
<http://academic.rcc.edu/norco/spc/minutes.jsp>
- IV.A.3-4 Website: Minutes, NSP Co-chairs Council:  
[http://academic.rcc.edu/norco/spc/co-chair\\_docs.jsp](http://academic.rcc.edu/norco/spc/co-chair_docs.jsp)
- IV.A.3-5a Website: Minutes, NSPC subcommittee: Institutional Mission and Effectiveness:  
[http://academic.rcc.edu/norco/spc/std1\\_docs.jsp](http://academic.rcc.edu/norco/spc/std1_docs.jsp)



- IV.A.3-5b Website: Minutes, NSPC subcommittee: Student Learning Programs & Services:  
[http://academic.rcc.edu/norco/spc/std2\\_docs.jsp](http://academic.rcc.edu/norco/spc/std2_docs.jsp)
- IV.A.3-5c Website: Minutes, NSPC subcommittee: Resources:  
[http://academic.rcc.edu/norco/spc/std3\\_docs.jsp](http://academic.rcc.edu/norco/spc/std3_docs.jsp)
- IV.A.3-5d Website: Minutes, NSPC subcommittee: Leadership and Governance:  
[http://academic.rcc.edu/norco/spc/std4\\_docs.jsp](http://academic.rcc.edu/norco/spc/std4_docs.jsp)
- IV.A.3-6 Website: Minutes, Norco Academic Planning Council:  
<http://academic.rcc.edu/norco/apc/docs.jsp>
- 

**IV.A.4. The institution advocates and demonstrates honesty and integrity in its relationships with external agencies. It agrees to comply with Accrediting Commission standards, policies, and guidelines, and Commission requirements for public disclosure, self-study, and other reports, team visits, and prior approval of substantive changes. The institution moves expeditiously to respond to recommendations made by the Commission.**

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### **Descriptive Summary**

Norco Campus fully understands the importance of honesty and integrity in its relationships with external agencies and is committed to compliance with the letter and the spirit of the accreditation standards, policies, and guidelines and the Commission's requirements for public disclosure, self-study, and team visits.

It was the Accreditation Steering Committee's task, as agreed upon by the Norco Academic Senate and the Administration, to ensure that the self-study process included all of the college's constituent groups; fostered an open, supportive environment for input; and met the Commission's requirements for public disclosure, inclusive self-study, and review of previous recommendations.

Representatives of all the constituents of Norco Campus (students, faculty, staff, and administration) have taken an active and conscientious role in preparing the current self study. Carefully adhering to Commission guidelines for the self study, the Norco Campus Steering Committee, under the guidance of the President, the Vice President of Educational Services, and the Dean of Instruction, has provided the leadership to collect evidence about the current status of

the Norco Campus, assess which areas need improvement, and develop a planning agenda for the future. Every effort has been made to comply with all Accrediting Commission standards, policies, and guidelines as well as the requirements for public disclosure. Furthermore, Norco Campus, as part of Riverside Community College District, has met and/or exceeded all of the recommendations made by the previous (2007) accreditation visiting team (IV.A.4-1).

In spring 2008, planning for the self study began with the establishment of the Norco Campus Accreditation Steering Committee comprised of selected faculty, staff, and administrators. The Norco Campus Accreditation Team was a small subset of the aforementioned committee tasked exclusively with coordinating the writing of the 2009 self-study report. The four Strategic Planning subcommittees were charged with writing the segments of the self study corresponding to their area of interest. Relevant ACCJC documents were collected and disseminated in preparation for the writing task, which began in late spring 2008 and continued in earnest during fall 2008. Involved faculty and staff received training in the scope and compass of the self-

study document during a day-long workshop in August 2008.

The dialogue, preliminary drafts, and evidence collection processes, once begun, continued through fall 2008, with the four subcommittees meeting on a regular basis to discuss the process and share ideas and concerns. The Campus Accreditation Team co-chairs facilitated meetings between the district and the writing groups on the Norco Campus during fall 2008 (IV.A.4-2). During spring 2009, the self-study document was edited with input from the Steering Committee members. The Steering Committee co-chairs met in the spring with the NSPC Co-chairs Council to allow them the opportunity to review revisions made to the document and to present or to share any modifications related to the self study. In April 2009, the document was presented to all stakeholders and approved by the Strategic Planning Committee (IV.A.4-3a-b). Through this process, the campus community was able to provide input, varying views, and opinions, which were then incorporated into the self-study documents, ensuring that all voices were represented.

Materials pertinent to the self study were posted on the campus's Strategic Planning web page (IV.A.4-4).

The timeline, committee composition, process, and procedures for implementing and completing the self study were conveyed to

the Vice Chancellor's office on a regular basis by the Steering Committee co-chairs, the self-study editors, the Vice President of Educational Services, and the Dean of Instruction of Norco Campus. District administrators were provided an opportunity to review and comment on the draft document in March 2009 (IV.A.4-5). In addition, information was posted on the campus's accreditation web pages (IV.A.4-6). The Board of Trustees approved the final written edition of the self study in late spring 2008.

### **Self-Evaluation**

The standard is met. The district has established a process to ensure that all constituencies have access and input into accreditation documents via the Norco and district Accreditation websites and through frequent campus meetings and draft reviews (IV.A.4-6). When completed, the 2009 self-study report presented to the Commission and the public a vital, serious, and accurate report of the status of Norco Campus and its plans for future improvements related to the accreditation standards. Norco Campus has done its best to demonstrate honesty and integrity in its relationship with the district, external agencies, and the Accrediting Commission.

### **Planning Agenda**

None

### **List of References**

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- IV.A.4-1 2007 ACCJC Accreditation Team Recommendations for Riverside City College District
- IV.A.4-2 Website: Norco – District Conferences, Schedule:  
<http://academic.rcc.edu/norco/accreditation/conference.jsp>
- IV.A.4-3a Minutes: NSPC Co-chairs Council, approval of the 2009 Self Study
- IV.A.4-3b Minutes: Norco Strategic Planning Committee, approval of the 2009 Self Study
- IV.A.4-4 Website: Norco Strategic Planning Committee:  
<http://academic.rcc.edu/norco/spc/>

IV.A.4-5 e-mail correspondence between Norco and District administration, opportunity for District review and comment of the Self Study

IV.A.4-6 Website: Norco Accreditation 2009:  
<http://academic.rcc.edu/norco/accreditation/>

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**IV.A.5. The role of leadership and the institution's governance and decision-making structures and processes are regularly evaluated to assure their integrity and effectiveness. The institution widely communicates the results of these evaluations and uses them as the basis for improvement.**

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### **Descriptive Summary**

As previously noted in Standard IV.A.3, in 2005-2006 RCCD began major revisions to its organizational structure at the district level in anticipation of the transition to a multi-college district. The current district organizational structure (see District Organizational Charts, Introduction) outlines the flow of communication between all constituency groups from the Board of Trustees and district officials to Norco Campus administrators, faculty, staff, and students.

Standing committees of the Board are composed of representatives from each constituency group, ensuring all parties the opportunity to participate effectively in RCCD governance. Likewise, standing committees and councils at the campus level ensure participation by administrators, faculty, staff, and students in decision-making related to improvement of student learning and services.

In 2005-2006, after much formal and informal dialogue by all campus constituencies directed towards evaluation of the effectiveness of existing governance structures on a rapidly growing campus, Norco Campus made major revisions to its own organizational structure in anticipation of a move toward college status within the district.

Specifically, the position of Provost was

redefined to that of President, and positions of Vice President—Educational Services and Vice President—Business Services were added to the organizational structure. In spring 2007, Norco Campus gained an Assistant Dean of Library and Learning Support Services. An Associate Dean of Student Success was added in fall 2008 to assist faculty and staff in assessing student learning outcomes and provide coordination of learning support services. An Associate Dean for Special Funded Programs was added in late spring 2009 to provide oversight of student services functions being decentralized from the district to the campuses. Overall, the flow of communication between the administration and staff/faculty is increasingly well defined and supportive of campus and community needs (IV.A.5-1). Moreover, the campus now exercises significantly greater authority over staff and functions located on the campus. Specifically, financial aid, DSPS, EOPS, and admissions and records staff now report directly to campus-based managers; at the time of the 2007 self-study, these entities reported to district-based administrators.

All of these administrative changes, as well as the formation of a fully functioning Norco Academic Senate and Curriculum Committee, the institution of strategic planning subcommittees, and the creation of the Norco Academic Planning Council, were made in response to perceived needs with regard to:

- having strong executive leadership at the Norco Campus
- addressing a shortage of administrators specifically responsible for Norco, particularly in the areas of Educational and Business Services
- strengthening independent shared governance bodies
- increasing faculty, staff, and student participation in shared governance.

With its enhanced organizational and decision-making structures now having been in place for several years, the campus has begun to evaluate its effectiveness. In March 2009, 70 members of the Norco Strategic Planning Committee were surveyed in reference to their assessment of campus processes linking planning, program review and resource allocation. In regard to awareness of these processes, 77 percent of respondents indicated that they are “very much” aware and 21 percent were “somewhat” aware of them. Ninety-one percent indicated that they participate in these processes; 70 percent “very much”

agreed that “administrators at Norco give consideration to the priority lists approved by the Strategic Planning Committee in making resource allocations,” with 26 percent “somewhat” in agreement. Overall, 59 percent rated Norco’s priorities ranking processes as “very effective,” and all remaining respondents rated them as “somewhat” effective (IV.A-5-2). These findings are supported by previously cited faculty, staff, and student responses to the 2007 and 2008 accreditation surveys and are indicative of high levels of participation in and support for the decision-making practices in place at the Norco Campus.

### **Self-Evaluation**

The standard is met.

### **Planning Agenda**

Continue to implement formal processes for evaluating campus organizational, governance, and decision-making structures and processes.

### **List of References**

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- IV.A.5-1 Norco Campus Organizational Chart  
IV.A.5-2 Survey: Faculty and Staff Regarding Campus Priorities Ranking Processes (3/09)



## Standard IV.B Board and Administrative Organization

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### *Standard IV.B: Board and Administrative Organization*

**In addition to the leadership of individuals and constituencies, institutions recognize the designated responsibilities of the governing board for setting policies and of the chief administrator for the effective operation of the institution. Multi-college districts/systems clearly define the organizational roles of the district/system and the colleges.**

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**IV.B.1. The institution has a governing board that is responsible for establishing policies to assure the quality, integrity, and effectiveness of the student learning programs and services and the financial stability of the institution. The governing board adheres to a clearly defined policy for selecting and evaluating the chief administrator for the college or the district/system.**

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**IV.B.1.a. The governing board is an independent policy-making body that reflects the public interest in board activities and decisions. Once the board reaches a decision, it acts as a whole. It advocates for and defends the institution and protects it from undue influence or pressure.**

#### **Descriptive Summary**

The governing board of Riverside Community College District (RCCD) is the Board of Trustees, which is composed of five local residents elected at large for four-year terms. Any registered voter living in the Riverside Community College District can vote during a trustee election, which is held in November at the same time as general and local elections. The district ensures the continuity of board membership and provides for staggered terms of office: two members take office on the first Friday in December in one even-numbered year and three members the next succeeding, even-numbered year. The district has a written policy to fill any vacancies that might occur (IV.B.1-1). A student-elected trustee represents the interests of students at all three campuses in the district (IV.B.1-2). The student trustee, although empowered to ask questions and to discuss all matters, may not vote or participate in closed meetings of the Board.

The Board of Trustees is governed by a set of bylaws set forth in the Board Policy Manual that mandate how, when, where and in what manner the Board shall govern the district (IV.B.1-3).

Board policies that deal directly with the organization and conduct of the Board include:

- 2015 Student Trustee
- 2100 Board Elections
- 2200 Board Duties, Responsibilities and Privileges
- 2220 Committees of the Board
- 2310 Regular Meeting of the Board
- 2315 Closed Sessions
- 2410 Policy and Administrative Procedure
- 2740 Board Education
- 2745 Board Self-Evaluation
- 2715 Code of Ethics/Standards of Practice
- 3050 Institutional Code of Ethics

It is the policy of RCCD that Board members have no employment or personal financial interest in the institution.

The Board is an independent policy-making body that relies primarily on the administration to provide direction in policy development and implementation. In an effort to provide a venue for presentations and discussion about topics pertinent to the

governance of the district, the Board has established four standing committees comprised of representatives from various college constituencies serving with two Board members. Each committee is a venue for the discussion, review, and deliberation of issues related to effective governance of the college (IV.B.1-4):

- **Governance Committee:** State and local governance matters, mission, institutional effectiveness, jurisdictional issues
- **Planning Committee:** Strategies, goals and objectives; evaluation of institutional progress in meeting strategic planning goals; long-range planning for all resources needs; facilities-related projects
- **Resources Committee:** Issues related to human, financial, physical, and technology resources; staff development and training; facilities planning and construction; information technology; capital outlay
- **Teaching and Learning Committee:** Academic affairs, student services, program review, staff development, student access and diversity, and related legislative matters.

Regular Board of Trustees meetings take place on the third Tuesday of the month; standing committee meetings are held on the second Tuesday of the month (IV.B.1-5).<sup>68</sup> Each Board agenda provides for public presentation and for staff reports as appropriate. All general and standing board committee meetings are open to the public,<sup>69</sup> and Board policy requires the keeping and preserving of minutes of all board meetings. These minutes are kept in hard copy in the Chancellor's Office and on

<sup>68</sup> Board meetings are rotated monthly between the Riverside, Moreno Valley, and Norco campuses, reflecting the board's recognition that the district serves all three communities.

<sup>69</sup> The Board also meets in closed session to discuss personnel and litigious issues.

the RCCD website. The Board, as a group, takes action only when there is a majority decision of its members.<sup>70</sup>

Statements reflecting expectations for institutional integrity and effectiveness of student learning programs are found in the vision, mission statements, and goals of the Board of Trustees (IV.B.1-6).

### Self-Evaluation

The standard is met. The Board of Trustees of Riverside Community District (RCCD) has developed clear policies and administrative procedures to ensure institutional effectiveness and the quality of student learning and to protect the district from undue influence or pressure (IV.B.1-3).

### Planning Agenda

None

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**IV.B.1.b. The governing board establishes policies consistent with the mission statement to ensure the quality, integrity, and improvement of student learning programs and services and the resources necessary to support them.**

### Descriptive Summary

The mission of the Riverside Community College District is both comprehensive and specific:

The Riverside Community College District is an accessible, comprehensive community college committed to providing an affordable post-secondary education, including student services and community services, to a diverse student body. The

<sup>70</sup> No vote is taken at standing committee meetings, and an item can be withdrawn from the Board agenda before the Board committee meeting if further clarification is required.

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

The Norco Campus mission statement was initially adopted in 2006 and was revised in fall 2008 to read as follows:

Norco Campus provides educational programs, services, and learning environments for a diverse community. We equip our students with the knowledge and skills to attain their goals in higher, career/technical, and continuing education; workforce development; and personal enrichment. To meet the evolving community needs Norco Campus emphasizes the development of technological programs. As a continuing process we listen to our community and respond to its needs while engaging in self-examination, learning outcomes assessment, ongoing dialogue, planning, and improvement.

Primary goals of the district are to respond to the educational needs of an ever-changing community, to provide programs

and services that reflect academic excellence, and to ensure that the district's three campuses promote open access and celebrate the diversity both of its students and staff as well as the community.

These goals are accomplished through its three campuses, Riverside City, Norco, and Moreno Valley, which provide comprehensive programs and services in:

- Lower division transfer curricula
- Occupational and technical curricula
- Community and contract education
- Basic skills development
- Economic development and workforce preparation.

To ensure the quality, integrity, and improvement of the district's student learning programs and services, the Board of Trustees reviews and approves all district educational programs; reviews and approves the budget as well as all district expenditures at its monthly meetings; and relies on the Chancellor, district administrators, the three campus presidents, and their administrations to ensure that institutional practices reflect both board-approved policies and the mission statements of each campus (IV.B.1-6, IV.B.1-7 IV.B.1-8).<sup>71</sup>

Board of Trustees policies outline the process for program and curriculum development and articulation as well as the philosophy and criteria for associate degrees throughout the district (IV.B.1-9). The curriculum process agreement with the Academic Senate establishes the relationship between Board policy and shared governance in the areas

<sup>71</sup> Before approving any major item, including new or revised curriculum, the budget or budgetary revisions, and/or institutional practices, the Board of Trustees discusses the item in the appropriate Board standing committee meeting. As stated in Standard IV.B.1.a, these committee meetings allow for participation and discussion and for Board members to listen to differing points of view before an item comes to the Board for final approval at its regular meeting.



of curriculum and program development (IV.B.1-10).

In addition, the Board has established a series of Board policies to govern support services to students (IV.B.1-11a-o).

### **Self-Evaluation**

The standard is met. Board policies are sufficient to assure consistency with the district's mission and goals. Board policies are reviewed periodically and revised as necessary.

### **Planning Agenda**

None

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## **IV.B.1.c. The governing board has ultimate responsibility for educational quality, legal matters, and financial integrity.**

### **Descriptive Summary**

The Board of Trustees receives regular reports and presentations concerning the status of various educational programs, strategic planning, fiscal planning, and formal budgets. These reports are part of the agenda packet prepared for each board meeting (IV.B.1-12a-b). The reports are presented in public meetings and via written reports within the Board agendas given to trustee members on a monthly basis. Suggestions for improvement, if necessary, are discussed by the Board in its standing subcommittees (see Standard IV.A.1.a. above) and at regular Board of Trustee meetings and are communicated to the proper campus administrator(s).

Legal matters of the district are discussed in both open and closed sessions of the Board. When necessary and appropriate, the Board consults with legal counsel to ensure the integrity of legal decisions. Specific

statutory issues such as, but not limited to, real estate transactions; employee discipline, dismissal or release; potential or actual litigation; and labor negotiations are discussed in closed-session meetings. The intent to hold a closed session is always announced in the Board agenda and when action is taken on an item discussed in closed session, the action must be reported out in open session.

The Board ensures the fiscal integrity of the district through commission and review of an annual audit by an independent audit firm and a minimum requirement of a five-percent reserve (IV.B.1-13). The Board approves the yearly budget and monitors expenditures via the Board of Trustees Board Packet, which includes a list of requisitions paid on a monthly basis (IV.B.1-14).

### **Self-Evaluation**

The standard is met. The governing board demonstrates its responsibility for educational quality, legal matters, and financial integrity.

### **Planning Agenda**

None

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## **IV.B.1.d. The institution or the governing board publishes the board bylaws and policies specifying the board's size, duties, responsibilities, structure, and operating procedures.**

### **Descriptive Summary**

The Board of Trustees is governed by a set of policies that specify the Board's size, duties, responsibilities, structure, and operating procedures. These policies are listed in Standard IV.B.1.a above and included in the district's Board Policy Manual

(IV.B.1-15). This manual is available to the college community and district residents on the RCCD website and in paper form in the President's and Chancellor's offices. The Board policies are updated as necessary based on information supplied by the Community College League of California (IV.B.1-16, IV.B.1-17).

### **Self-Evaluation**

The standard is met.

### **Planning Agenda**

None

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**IV.B.1.e. The governing board acts in a manner consistent with its policies and bylaws. The board regularly evaluates its policies and practices and revises them as necessary.**

### **Descriptive Summary**

As stated previously, the Board of Trustees operates under Board Policies Section 1 (district) and Section 2 (Board of Trustees), which include bylaws of the board in accordance with related state education and administration codes. Minutes and resolutions of the RCCD Board of Trustees reflect that it consistently acts according to its policies and bylaws.

Board policies are reviewed periodically during Board retreats and scheduled Board of Trustees meetings to ensure they conform to current legislation. In order to accommodate the transition to a multi-college district and to ensure compliance with mandated evaluation and revision of policies and practices, a major update of board policies and procedures was begun in 2006-2007(IV.B.1-18). Dates of Board policy revisions are located on the RCCD website as well as in the individual policy. Board

policies are available to the public on the RCCD website (IV.B-1-19).

An update of major sections of board policies and procedures was initiated during 2006-2007, including board, general institutional, and district policies; academic affairs; student services; academic senate; human resources; and business and fiscal affairs. New policies/ procedures sections include:

- Section 1 – District
- Section 2 – Board of Trustees
- Section 3 – General Institution
- Section 4 – Academic Affairs
- Section 5 – Student Services
- Section 6 – Business & Fiscal Affairs
- Section 7 – Human Resources.

It is anticipated that all policies will have been written and/or revised and approved by the Board of Trustees by spring 2009. From that point, policies and procedures will be updated twice yearly based on advisory information provided by the CCLC.

### **Self-Evaluation**

The standard is met.

### **Planning Agenda**

None

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**IV.B.1.f. The governing board has a program for development and new member orientation. It has a mechanism for providing for continuity of board membership and staggered terms of office.**

### **Descriptive Summary**

Under the direction of the Chancellor, the district conducts an orientation session for all candidates running for the office of the

Board of Trustees. The orientation includes a brief history of the district, an overview of the budget, an overview of Academic Affairs and Student Services units, an overview of strategic planning and development initiatives, a profile of the district demographics, the role of the Academic Senate, the role of the bargaining units, the role of the trustees, and time for questions. The presidents of the three campuses, appropriate vice presidents, vice chancellors and other members of the Chancellor's Cabinet, the District Academic Senate president, and the presidents of the bargaining units conduct the orientation, which includes a tour of the district.

Also, Board members receive information about and attend sessions on Board duties and responsibilities sponsored by the California Community College League in Sacramento every year at the end of January. Board members also attend such sessions as those sponsored by the California Community College League or the Center for Effective Governance (IV.B.1-16, IV.B.1-17). The Association of Governing Boards (AGB) also conducts conferences and produces written materials for board development (IV.B.1-20). In addition to attendance at a wide variety of state and national trustee conferences, Board members also attend Board Planning Retreats held on an annual basis (IV.B.1-21). These activities provide an update on programs and services at all campuses and the budgetary status of the district.

As noted previously (see Standard IV.B.1.a.), the district ensures the continuity of board membership and provides for staggered terms of office: two members take office on the first Friday in December in one even-numbered year, and three members the next succeeding even-numbered year. The district also has a written policy to fill any vacancies that might occur (IV.B.1-1).

### **Self-Evaluation**

The standard is met.

### **Planning Agenda**

None

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**IV.B.1.g. The governing board's self-evaluation processes for assessing board performance are clearly defined, implemented, and published in its policies or bylaws.**

### **Descriptive Summary**

Board Policy #2745 ("Board Self-Evaluation") clearly defines processes for self-evaluation of members of the board (IV.B.1-22). The policy provides for an annual self-assessment process to both consider its effectiveness and model its commitment to continuous improvement. Dialogue will be structured around the Board's effectiveness with regard to:

- Commitment to learners
- Constituency interface
- Community college system interface
- Economic/political system interface
- District policy leadership
- Management oversight
- Process guardianship.

In August 2008, the Board of Trustees conducted its annual self-evaluation at a day-long retreat. Emerging from this meeting was a set of agreed-upon priorities for the coming year (IV.B.1-23). Additionally, the Board regularly calendars the various dialogue/assessment topics on their Board of Trustees agenda for open-ended discussion.

### **Self-Evaluation**

The standard is met. Board Policy #2745 clearly defines a self-assessment process for

the Board of Trustees. The Board does discuss the above dimensions of governing-board effectiveness in the context of issues and concerns raised during committee and general meetings. Self-assessment discussions have occurred on a yearly basis at the spring Board Retreat.

### Planning Agenda

None

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**IV.B.1.h. The governing board has a code of ethics that includes a clearly defined policy for dealing with behavior that violates its code.**

### Descriptive Summary

The Riverside Community College Board of Trustees maintains Board Policy #2715 ("Code of Ethics/Standards of Practice"), which specifically defines appropriate motives and actions of the Board of Trustees and provides a process for dealing with behavior in violation of the policy (IV.B.1-24). The Board also maintains Board Policy #2712 ("Conflict of Interest Code") pursuant to the requirements of the Political Reform Act of 1974, Government Code §81000. This code sets forth the required provisions for the disclosure of assets and income of designated employees, the disqualification of designated employees from acting where a conflict of interest exists, the list of designated employees subject to the disclosure provisions of the Code, and the list of disclosure categories specifying the types of assets and income required to be disclosed by each of the designated employees. In addition, all board members fill out a Statement of Economic Interest (California Fair Political Practices Commission 1999/2000 Form 700) that is kept on file in the Human Resources office.

### Self-Evaluation

The standard is met.

### Planning Agenda

None

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**IV.B.1.i. The governing board is informed about and involved in the accreditation process.**

### Descriptive Summary

Since the inception of the current accreditation self-study process at Riverside Community College District (RCCD), the Board of Trustees has been kept abreast of the accrediting process through periodic reports at board meetings given by the Chancellor, the Vice Chancellor of Academic Affairs, the presidents of the campuses, the campus accreditation co-chairs, and the President of the District Academic Senate.

The Board has shown its commitment to conduct a thorough and accurate self study with wide involvement of all constituencies through its allocation of funds for this purpose. The final draft of the Norco self study had the approval of the Board of Trustees before the report was sent to the Accrediting Commission.

### Self-Evaluation

The standard is met.

### Planning Agenda

None

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**IV.B.1.j. The governing board has the responsibility for selecting and evaluating the district/system chief administrator (most often known as the chancellor) in a**

**multi-college district/system or the college chief administrator (most often known as the president) in the case of a single college. The governing board delegates full responsibility and authority to him/her to implement and administer board policies without board interference and holds him/her accountable for the operation of the district/ system or college, respectively. In multi-college districts/systems, the governing board establishes a clearly defined policy for selecting and evaluating the presidents of the colleges.**

conducted in closed session. In turn, the Chancellor evaluates the college presidents once every three years—or sooner as needed—according to established policy, using the Management Performance Evaluation Process (IV.B.1-26, IV.B.1-27). When a vacancy exists at the President’s level, the Chancellor directs a search, oversees the selection process, evaluates the recommendations of the search committee, and may authorize site visits for candidates at the final interview level. The Chancellor presents the final candidate to the Board for approval.

### **Descriptive Summary**

Board Policy #2431 (“Chancellor Selection”) states that “in the case of a chancellor vacancy, the board will establish a process to fill the vacancy (IV.B.1-25a). The process will be fair and open and will comply with relevant regulations.” Board Policy #2430 (“Delegation of Authority to the Chancellor”) defines the duties and responsibilities of the Chancellor (IV.B.1-25b). The Board conducts annual evaluations of the Chancellor as specified in Board Policy #2435 (“Evaluation of Chancellor”); these evaluations are

The first District Chancellor, appointed in 2002, informed the trustees of his intent to retire in July, 2006. After two unsuccessful searches, a permanent Chancellor was hired in late spring 2009.

### **Self-Evaluation**

The standard is met.

### **Planning Agenda**

None

### **List of References**

- IV.B.1-1 Board Policy #2110: “Vacancies on the Board”
- IV.B.1-2 Board Policy #2015: “Student Trustee”
- IV.B.1-3 Board Policy #2200: “Board Duties, Responsibilities and Privileges”
- IV.B.1-4 Board Policy #2220: “Committees of the Board”
- IV.B.1-5 Calendar: Scheduled Board of Trustee meetings:  
<http://www.rcc.edu/administration/board/>
- IV.B.1-6 RCCD mission statement
- IV.B.1-7 Sample Board Agenda
- IV.B.1-8 Norco Campus mission statement
- IV.B.1-9 Board Policy #4050: “Articulation”
- IV.B.1-10 Curriculum Process Agreement
- IV.B.1-11a Board Policy #5010: “Admissions”
- IV.B.1-11b Board Policy #5011: “Admission and Concurrent Enrollment of High School and Other Young Students”
- IV.B.1-11c Board Policy #5012: “International Students”
- IV.B.1-11d Board Policy #5013: “Students in the Military”

IV.B.1-11e	Board Policy #5015: "Residence Determination"
IV.B.1-11f	Board Policy #5020: "Non Resident Tuition"
IV.B.1-11g	Board Policy #5030: Student Fee"
IV.B.1-11h	Board Policy #5031: "Instructional Materials Fees"
IV.B.1-11i	Board Policy #5035: "Withholding of Student Records"
IV.B.1-11j	Board Policy #5040: "Student Records: Challenging Content and Access Log"
IV.B.1-11k	Board Policy #5050: "Matriculation"
IV.B.1-11l	Board Policy #5052: "Enrollment/Registration Priorities"
IV.B.1-11m	Board Policy #5055: "Enrollment Priorities"
IV.B.1-11n	Board Policy #5056: "Registration Priorities"
IV.B.1-11o	Board Policy #5075: "Course Adds and Drops"
IV.B.1-12a	Agenda: Board of Trustees, sample
IV.B.1-12b	Minutes: Board of Trustees, sample
IV.B.1-13	District Annual Independent Audit Report
IV.B.1-14	Board of Trustees Board Packet, includes list of monthly requisitions
IV.B.1-15	Board Policy Manual
IV.B.1-16	Website: Community College League of California: <a href="http://www.ccleague.org">http://www.ccleague.org</a>
IV.B.1-17	Website: Center for Effective Governance website: <a href="http://www.acct.org/governance/">http://www.acct.org/governance/</a>
IV.B.1-18	Minutes: Board of Trustees, agreement with legal consultant to revise policies
IV.B.1-19	Website: Board of Trustees: Policy Manual: <a href="http://www.rcc.edu/administration/board/policies.cfm?new">http://www.rcc.edu/administration/board/policies.cfm?new</a>
IV.B.1-20	Website: Association of Governing Boards: <a href="http://www.agb.org/">http://www.agb.org/</a>
IV.B.1-21	Agenda: Annual Board Planning Retreat, sample
IV.B.1-22	Board Policy #2745: "Board Self-Evaluation"
IV.B.1-23	Minutes: Board of Trustees Retreat, Board priorities
IV.B.1-24	Board Policy #2715: "Code of Ethics Standards of Practice"
IV.B.1-25a	Board Policy #2431: "Chancellor Selection"
IV.B.1-25b	Board Policy #2430: "Delegation of Authority to Chancellor and Presidents"
IV.B.1-26	Board Policy #2435: "Evaluation of Chancellor"
IV.B.1-27	Management Performance Evaluation Process document
IV.B.1-25	Board Policies #2430, 2431, 2435
IV.B.1-26	Management Performance Evaluation Process document

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**IV.B.2. The president has primary responsibility for the quality of the instruction he/she leads. He/she provides effective leadership in planning, organizing, budgeting, selecting and developing personnel, and assessing institutional effectiveness.**

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**IV.B.2.a. The president plans, oversees, and evaluates an administrative structure organized and staffed to reflect the institution's purposes, size, and complexity. He/she delegates authority to administrators and others consistent with their responsibilities, as appropriate.**

The President serves as the chief executive officer of the Norco Campus, reporting to the District Chancellor and advising the Board of Trustees on all matters related to the administration of the Norco Campus. The President provides effective leadership in planning, organizing, budgeting, selecting and developing personnel, and assessing

**Descriptive Summary**

institutional effectiveness. The President of the Norco Campus has expanded the size of her administration, most recently with the addition of Associate Deans of Student Success and Special Funded Programs. The President has improved the institution's ability to provide appropriate services that reflect its mission and increased growth. She assigns responsibility to her team of administrators and managers consistent with their assigned responsibilities (IV.B.2-1).

The President has overall responsibility to establish collegial processes; to set values, goals, and priorities for the Norco Campus; and to communicate those values, goals, and priorities to all constituencies on the campus. She also is responsible for effectively controlling the budget and expenditures and for working with the community that the Norco Campus serves. Since the 2007 site visit, the budgetary authority of the Norco Campus President has been expanded by allowing greater discretion in the reallocation of budgeted funds and increasing the size of contingency funds available to address campus needs.

The President communicates with the Board of Trustees by attending all of the Board of Trustees meetings and standing subcommittee meetings. She coordinates with the District Chancellor by attending and participating in the Chancellor's Cabinet and the District Strategic Planning Committee meetings.

### **Self-Evaluation**

The standard is met. Over the past sixteen years, the President, previously acting as the Norco Campus provost, successfully transformed the Norco Campus from a satellite educational center of the Riverside City College campus to a well-functioning, stand-alone institution. Under her leadership, RCC-Norco has improved in efficiency while growing enrollment to beyond 10,000 students. Her leadership in this effort was recognized in April 2006

when she was recommended for promotion by the District Chancellor and promoted by the Board of Trustees to the office of President of Norco Campus.

### **Planning Agenda**

None

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### **IV.B.2.b. The president guides institutional improvement of the teaching and learning environment by the following:**

- **establishing a collegial process that sets values, goals, and priorities;**
- **ensuring that evaluation and planning rely on high quality research and analysis on external and internal conditions;**
- **ensuring that educational planning is integrated with resource planning and distribution to achieve student learning outcomes; and**
- **establishing procedures to evaluate overall institutional planning and implementation efforts.**

### **Descriptive Summary**

The President consistently strives to maintain collegiality in all the decision-making processes that occur campus-wide. She does this by meeting with the Norco Strategic Planning Committee, with individual department chairs and faculty by appointment, and by being present whenever possible at Norco Academic Senate meetings (IV.B.2-2). In addition, the President meets with all vice presidents and deans on a bi-weekly basis to ensure that the college is meeting the needs of students through scheduled efficient utilization that supports maximum generation of state funding (IV.B.2-3a-b). Additionally, she meets with Academic Senate and bargaining unit representatives to keep in touch with

faculty contractual and shared governance concerns.

In recent years the President has overseen the establishment of the Administrative Planning Council (AdPC) and the Student Services Planning Council (SSPC). She has also helped to crystallize the functions of the previously established Academic Planning Council (APC). These councils play a vital role in the process of prioritization of staffing and equipment (IV.B.2-4). The President has worked to ensure the transparency of the prioritization process, in part with her interactions with the NSPC and her wholehearted support for the development of Norco governance web pages(IV.B.2-5).

The President regularly examines, supports, and pursues the use of external and internal research focused on improvement of student learning and institutional effectiveness. This is evidenced by her requests utilization of data from the Offices of Institutional Research and Reporting, labor and market-research statistics for the communities served by Norco Campus, general community demographic data, and other academic research related to higher education. This data is used by the President and all constituencies at Norco to ensure reliable evaluation of campus systems and procedures and appropriate institutional planning. The fall 2008 addition of an Associate Dean of Student Success, initiated by the Norco Campus President, has dramatically strengthened the campus's in-house capacity with regard to data generation and analysis, enabling the campus to accelerate its efforts and enhance its effectiveness at student learning outcomes measurement.

The Norco Campus President works closely with facilities personnel both at the site and district level along with business service personnel, the vice presidents, and the Dean of Instruction to ensure appropriate resource

allocations are made that are necessary to achieving optimum student learning outcomes. The President engages in dialogue and collaborative problem-solving with faculty and staff leaders to ensure coordination between academic and resource planning and procedures. Finally, the President meets with community groups periodically to ensure community needs are identified and integrated into resource planning (IV.B.2-6). Processes and procedures by which the President evaluates overall institutional planning and implementation efforts include a systematic cycle of instructional and non-instructional program review, the regular collection of external and internal data, consultation and dialogue with staff and faculty, and regular review and revision of Norco Campus's mission and goals.

As a result of the President's on-campus leadership, the Norco Campus has the reputation of having a collegial staff and faculty while providing high-level student-learning opportunities with a comparatively small but effective administrative staff. Finally, she supports the collegial campus atmosphere by keeping an open-door policy for faculty, staff, and students.

### **Self-Evaluation**

The standard is met. The President actively participates in the collegial governance processes and provides guidance for instruction and establishing procedures that make the college function at a high level of effectiveness and efficiency. Staff and Faculty Accreditation Surveys conducted in fall 2008 demonstrated that 87 percent of the staff and 75 percent of full-time faculty agree that the President provides effective leadership for the Norco Campus (IV.B.2-7a, IV.B.2-7b).

### **Planning Agenda**



- Add/fill new staff support positions as budget allows.
- Continue the process of decentralizing student support functions from the district to the campus.

dialogue related to the values, goals, and progress of Norco Campus in achieving its mission, in meeting student learning outcomes, and in continually striving to improve institutional effectiveness.

### **Planning Agenda**

None

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**IV.B.2.c. The president assures the implementation of statutes, regulations, and governing board policies and assures that institutional practices are consistent with institutional mission and policies.**

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**IV.B.2.d. The president effectively controls budget and expenditures.**

### **Descriptive Summary**

### **Descriptive Summary**

The President has the overall responsibility of knowing and understanding all statutes, regulations, and board policies; of assuring their consistency with institutional mission and policies; and of communicating to Norco Campus staff, faculty, administrators, and students all important and pertinent regulatory information. The President is also responsible for guiding the Norco Campus in accordance with the institutional mission and policies. The President keeps copies of all pertinent statutes, regulations, and board policies in her office and makes them available to all staff and faculty members. The Norco Campus President is a regular participant in the Chancellor's Cabinet and Board of Trustee meetings and attends District Strategic Planning meetings on a monthly basis. She attends other meetings at the district level as needed to ensure that the college is in compliance with statewide and district mandates regarding budgets, policies, procedures, and actions.

The President is responsible for

- obtaining an adequate budget to allow the Norco Campus to meet its mission
- appropriately allocating the budget
- educating management, staff and faculty in how to properly spend and account for expenditures
- overseeing the expenditure of funds.

The President obtains budget projections from all segments of the Norco Campus through her direct reports and analyzes requests and needs to determine how best to organize the budget to meet the Norco Campus mission. The President participates in district-level discussions to coordinate the allocation of funding among the campuses and interacts with the Vice-Chancellor of Administration and Finance to ensure appropriate implementation of funding.

### **Self-Evaluation**

The President also works closely with the Norco Vice President of Business Services to ensure successful planning and effective representation of Norco Campus needs at the district level. The President meets regularly with the Vice President of Business Services and other vice presidents, Academic Senate representatives, and NSPC representatives to discuss budget needs and

The standard is met. The President meets regularly with the Board of Trustees and the District Chancellor and maintains up-to-date knowledge of board policies, procedures, and regulations. She places a strong emphasis on continuous college-wide

determine how to best allocate the college's limited funds. Additionally, she holds meetings for all faculty and staff as needed to communicate budgetary information and to request input on final recommendations for use of funds.

Utilizing her expanded budgetary discretion, the President has taken action to reallocate unspent funds among different budget categories and apply funds from her contingency to better address campus needs over the course of the academic year. With the emergence of the state budget crisis in 2008-2009, the President convened an Emergency Budget Advisory Group comprised of faculty, staff and student representatives to identify areas of potential budget savings for the campus.

#### **Self-Evaluation**

The standard is met.

#### **Planning Agenda**

None

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#### **IV.B.2.e. The president works and communicates effectively with the communities served by the institution.**

##### **Descriptive Summary**

The President is responsible for coordinating with the community to ensure that the Norco Campus is meeting its mission. She is also tasked with reaching out to the community to ensure that local constituencies understand the value of the Norco Campus and the accessibility of its learning opportunities. The President is the most high-profile employee at the Norco Campus and is often the first person contacted with concerns coming from the community.

The President maintains contact with various local and business leaders who provide her with input into how the college can continue to best serve the community. The President also maintains a community advisory group that meets periodically throughout the year to discuss issues related to the Norco Campus and student needs.

In addition, the President is involved in several community organizations, including the I-15 Corridor Improvement Project Stakeholder Advisory Committee; several Chambers of Commerce and service groups, including Rotary Club; the African-American Historical Society; and Today's Youth (IV.B.2-8). She is frequently asked to speak at various organizations and clubs concerning higher education in general and the Norco Campus in particular. She is an excellent representative and symbol of the Norco Campus.

The President is well known throughout the Eastvale-Norco-Corona service area for both her commitment to the community and her advocacy of the value of the Norco Campus and its learning opportunities. Her work with the cities of Norco and Corona, the Norco Chamber of Commerce, and the Corona Hispanic Chamber of Commerce has provided the campus with the opportunity to participate in local issues and concerns and the community with the opportunity to influence and participate fully in the affairs of the campus. These efforts have resulted in new programs (i.e., logistics and construction management) and classes for the Norco Campus that meet specific local needs and the corresponding participation of community leaders as advisors and speakers on the Norco Campus.

##### **Self-Evaluation**

The standard is met. By maintaining multiple connections with community leaders and participating in various organizations in the Norco Campus service area, the President

effectively works with and communicates with the communities served by the institution.

## Planning Agenda

None

## List of References

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IV.B.2-1	Norco Organizational Chart
IV.B.2-2	Minutes: President's attendance at NSPC and other faculty meetings
IV.B.2-3a	Agenda: President's Cabinet Meeting, sample
IV.B.2-3b	Minutes: President's Cabinet Meeting, sample
IV.B.2-4	Norco Campus Prioritization Process
IV.B.2-5	Website: Norco Strategic Planning Committee: <a href="http://academic.rcc.edu/norco/spc/">http://academic.rcc.edu/norco/spc/</a>
IV.B.2-6	Meeting minutes with local community advisory group(s)
IV.B.2-7a	Report: 2008 Full-time Faculty Accreditation Survey
IV.B.2-7b	Report: 2008 Staff Accreditation Survey
IV.B.2-8	Campus President, "Record of Community Activities"

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**IV.B.3. In multi-college districts or systems, the district/system provides primary leadership in setting and communicating expectations of educational excellence and integrity throughout the district/system and assures support for the effective operation of the colleges. It establishes clearly defined roles of authority and responsibility between the colleges and the district/system and acts as the liaison between the colleges and the governing board.**

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**IV.B.3.a. The district/system clearly delineates and communicates the operational responsibilities and functions of the district/system from those of the colleges and consistently adheres to this delineation in practice.**

### Descriptive Summary

A series of district/college organizational charts was prepared and presented to the Board of Trustees in fall 2008 showing newly established and defined roles of authority and responsibility and identifying new positions (IV.B.3-1). These new organizational charts continue the work of decentralizing operational responsibilities that began in fall 2006. Responding to its changing role as facilitator of district strategic planning and management processes, and to delineate more clearly its own operational responsibilities and functions

from those belonging to the campuses, most district administrative offices were moved to a separate location in Riverside in fall of 2006, away from their former location at the Riverside City College campus.

As part of this substantial effort to delineate district and campus functions, roles, and responsibilities, the district began the development of a series of "function maps" in fall 2006. As part of the regular evaluation and assessment of our processes, the function maps were updated and modified in fall 2008. These function maps show, in matrix format, the district and college responsibilities in the following areas:

- **Function 1:** Institutional Mission and Effectiveness
- **Function 2:** Student Learning Programs and Services

- **Function 3:** Resources
- **Function 4:** Leadership & Governance

The Functions Maps were submitted to the Chancellor's Executive Cabinet in fall 2008 and were sent to the Board of Trustees for approval (IV.B.3-2). They comprise the roadmap that distinguishes the responsibilities and functions of the district and the campuses in order to assist in clearer delineation of their respective roles and duties and to contribute to planning for the transition to a multi-college district.

### **Self-Evaluation**

The standard is met. The district's updated organizational charts and newly created Functions Maps clearly define the operational responsibilities of all district constituencies in an easy-to-read and understand format.

### **Planning Agenda**

- Continue to review and revise the organizational charts and Functions Maps as the district moves to multi-college status and as new positions are developed at the campus level to accommodate the need for more administrative support.

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### **IV.B.3.b. The district/system provides effective services that support the colleges in their missions and functions.**

#### **Descriptive Summary**

The Riverside Community College District provides essential and effective services for all three campuses. Varying degrees of support are provided in each area depending on the needs and requests of the campus as well as resources available. The following is a list of services that the district

provides directly to the three campuses, including the Norco Campus:

#### **District Functions**

- Accounting, Payroll & Accounts Payable
- Community education services
- Economic development programs
- Human resources
- Information services
- Institutional reporting
- Online class set-up, delivery, and technical assistance (Open Campus)
- Phone and network services
- Purchasing
- Warehousing, inventory control, and delivery
- Workforce development (IV.B.3-2).

The district also shares responsibility with Norco Campus for other services:

#### **District/Campus Shared Functions**

- Admissions and records archiving and recordkeeping
- Technical support
- Facility planning, design, and construction
- Institutional research
- Strategic planning (The district is responsible for district plans, the campus for its own strategic planning.)

The implementation of effective services by the district supported the growing campuses in their missions and functions while Norco and Moreno Valley were still educational centers. At this juncture, the district is engaged in decentralizing responsibility and authority for numerous services to the campus. Entities that have already been decentralized from the district to Norco include admissions and records, IMC, job placement and library services. Units that are in the process of being decentralized, awaiting accreditation for completion of decentralization, include financial aid, EOPS, DSPS, health care and veteran's services. At this juncture, nearly all functions and

personnel at the Norco Campus, with the exception of police services, food service and information services, now report directly to campus-based managers, representing a marked departure from the reporting relationships that existed at the time of the 2007 self study.

### **Self-Evaluation**

The standard is met. RCCD provides adequate services to support the three campuses in their missions and functions as currently laid out in the district-campus Functions Maps.

### **Planning Agenda**

None

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### **IV.B.3.c. The district/system provides fair distribution of resources that are adequate to support the effective operations of the colleges.**

#### **Descriptive Summary**

The Budget Allocation Model adopted in fall 2008 and the granting of greater discretionary authority over campus-based funds to the President has improved the ability of the campus to support its operations effectively. Once the current budget crisis has subsided, these newly enacted mechanisms will enable Norco Campus to function with an adequate resource base (IV.B.3-3a). In general, funding is based on the budget (actual operating costs) of the preceding year although the Budget Allocation Model, once fully funded, will provide resources for newly emerging needs (IV.B.3-3b).

There are a number of support functions critical to the mission and goals of Norco Campus whose operations, personnel, and budgets remain at the district level. For the

most part, locating services such as human resources, financial oversight and management, institutional research and the RCCD Foundation at the district level makes sense from the perspective of cost effectiveness and avoidance of duplication and overlap. In other instances, functions that were previously overseen at the district level have been decentralized or are in the process of being decentralized to the campuses.

With respect to budget allocations, the district was in a transition phase during the 2006-2007 academic year. Specifically, campus administrators became more involved in the determination of specific, clearly identified campus and district allocation amounts for certain categorical funding needs. Also, district administrators placed greater emphasis on the prioritization requests of the various planning and decision-making bodies (the NSPC, Financial Resources subcommittee, and NAPC) at the campus level. In fall 2006, the Norco Campus took over administration of the part-time faculty (variable) budget and certain discretionary costs (instructional and non-instructional equipment, basic skills, and supplemental budget items), a change in procedure from the past. This decentralization process was accelerated in the 2008-2009 academic year and is expected to continue upon successful accreditation of the Norco and Moreno Valley campuses.

With regard to capital expenditures, using funds from the Measure C bond measure, the board requested and received a list of desired projects from all three campuses with input from the district offices, conducting a public survey beforehand to determine what the community determined as important (IV.B.3-4, IV.B.3-5). Based on this list, the district allocated a share to Norco Campus. The planned projects at Norco Campus resulting from Measure C funding include an Early Childhood Education Center building

upgrade, a Student Success Center, a Network Operations Center/maintenance and operations warehouse, a technology upgrade for staff and faculty offices, and portable offices for faculty. More recently, the District Strategic Planning Committee has begun to play a more active role in the prioritization of capital projects proposed by the various campuses.

### **Self-Evaluation**

This standard is met. With regard to budget allocation and use of financial resources in the district, the starting point for the new budget each year is the Revised Budget from April 30<sup>th</sup> of the prior year. In order to ensure appropriate allocation and use of financial resources as the district moves to a multi-college model, the district recently initiated the Three Colleges Project, coordinated by the college business officers and district finance and administrative associate vice chancellors, to assess the appropriateness and effectiveness of financial and administrative procedures and policies within the context of a three-college district. Another significant accomplishment in this regard is the adoption and implementation of the Budget Allocation Model (see Standards III.D.1.a. and III.D.2.a).

### **Planning Agenda**

- Continue to implement an effective campus budget using the proposed budget allocation model, which operates in concert with campus strategic planning.

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### **IV.B.3.d. The district/system effectively controls its expenditures.**

#### **Descriptive Summary**

Board policy charges the Chancellor with directing the staff in the development of a

budget under the direction of the Board of Trustees, which is responsible for establishing the guidelines (IV.B.3-7).

Audits for the last three years have found that the systems used by the district have been satisfactory and have successfully controlled expenditures although budgeting has been especially challenging during the past few years (IV.B.3-8, IV.B.3-9). The district has in place both an effective budget development process and a budget control process.

The financial planning and decision-making systems at RCCD and Norco Campus are as follows:

- Board of Trustees
- District Budget Advisory Council (formerly the Budget Allocation Model Task Force) charged with developing the BAM and reviewing/refining the model on an ongoing basis
- Submission of budget and budget adjustment requests by campus and district leadership.

The district maintains a budget-control process to ensure that expenditures fall within the adopted budget or board-approved revisions. This budget-control process consists of:

- a financial accounting system (provides budgetary control and accountability)
- a budget-control department (performs due diligence procedures on every financial transaction)
- an accounting department (ensures that financial transactions are appropriate and accounted for before funds are disbursed)
- a position control system (ensures that all full-time positions are approved and budgeted)

- a purchasing department (ensures that policies, procedures and purchasing regulations are adhered to)
- a purchase-and-expenditure approval-and-authorization process (provides appropriate internal controls and ensures that expenditures conform to district policies and procedures)
- Board of Trustees oversight on approval/ratification of purchases, contracts and hiring decisions.

### **Self-Evaluation**

The standard is met. The district has always maintained a reserve in excess of five percent and has never had its reserve funds fall below this level.

### **Planning Agenda**

None

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**IV.B.3.e. The chancellor gives full responsibility and authority to the presidents of the colleges to implement and administer delegated district/system policies without his/her interference and holds them accountable for the operation of the colleges.**

### **Descriptive Summary**

The Board of Trustees delegates to the Chancellor the task of providing leadership for planning, setting priorities, managing resources, ensuring compliance with state statutes and regulations, and implementing all Board policies. In turn, the Chancellor delegates the authority for administration and operation of Norco Campus to the Campus President. To ensure that these responsibilities are carried out efficiently and effectively, Executive Cabinet meetings are held weekly to discuss matters of importance to the District and the campuses.

Chancellor's Cabinet meetings are also held bi-weekly. The Norco Campus President meets regularly with the Chancellor as needed to communicate and advise on matters of importance.

### **Self-Evaluation**

The standard is met. The Chancellor has given responsibility and authority to the Campus President to implement the district's policies in a manner that is appropriate for the local campus and community without interference in day-to-day management decisions. Likewise, the Norco Campus President is held accountable for the budget, operation, and management of the campus.

### **Planning Agenda**

None

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**IV.B.3.f. The district/ system acts as the liaison between the colleges and the governing board. The district/ system and the colleges use effective methods of communication, and they exchange information in a timely manner.**

### **Descriptive Summary**

Information flows among the campuses via the following mechanisms:

- Monthly Board of Trustees meetings which include:
  - Chancellor's report
  - Campus President reports
  - Student report
  - Academic Senate report
- Board of Trustee subcommittee reports
- Board of Trustee agendas posted on rcc.edu website
- Email notification to all faculty and staff

- Minutes of all Board meetings posted on the rcc.edu website with web link e-mailed to all faculty and staff
- Weekly Chancellor's Executive Cabinet meetings
- Individual program presentations at Board meetings (IV.B.3-10a-b).

Additionally, in another recent development undertaken to facilitate the transition to a multi-college district, the monthly Board of Trustees meetings are rotated between all three campuses throughout the year. Members of the Board often visit the campuses to meet with faculty, students and staff and attend campus events and presentations (IV.B.3-11).

#### **Self-Evaluation**

The standard is met.

#### **Planning Agenda**

None

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**IV.B.3.g. The district/system regularly evaluates district/system role delineation and governance and decision-making structures and processes to assure their integrity and effectiveness in assisting the colleges in meeting educational goals. The district/system widely communicates the results of these evaluations and uses them as the basis for improvement.**

#### **Descriptive Summary**

Procedures for evaluating decision-making processes as part of ongoing strategic planning were set forth by the district in 2005 (IV.B.3-12). As part of strategic planning, the District SPC developed and agreed upon Strategic Initiatives for 2005-2010 (IV.B.3-13). The Strategic Planning Committee for each campus has responded

to and interpreted those initiatives as they pertain to the campus and district missions (IV.B.3-14).

The strategic initiatives identify goals for the district and campuses for 2010; progress toward these goals is tracked and reported to all relevant constituencies. In addition, the firm of Charles McIntyre was hired in October 2006 to conduct a major environmental scan of the district to further inform its planning processes.<sup>72</sup> Each campus has also hired consultants to assist in the development of integrated Long-Range Educational Master Plans. In September, 2008, the Board of Trustees adopted a District Strategic Plan, which will become the basis of future campus/district planning (IV.B.3-15).

#### **Self-Evaluation**

The standard is met. There is continuing dialogue concerning governance and governance structures, and there are now processes in place to facilitate that dialogue and ongoing evaluation.

The new organizational charts and Functions Maps will also assist the district in defining roles and responsibilities, governance processes, and decision-making systems (IV.B.3-2).

#### **Planning Agenda**

- Continue to evaluate the new strategic planning processes and the effectiveness of the published district and local strategic initiatives in meeting district and campus educational goals.

<sup>72</sup> This same firm conducted a scan in 2001 which was used in discipline program review in order to match educational goals for disciplines to the constituencies served.



## List of References

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- IV.B.3-1 District Organizational Charts
- IV.B.3-2 District Functions Maps
- IV.B.3-3a Norco Campus budget, 2008-2009
- IV.B.3-3b District Budget Allocation Model (revised May 2008)
- IV.B.3-4 Measure C projects by campus (list)
- IV.B.3-5 Member list: Measure C Community Watch Group
- IV.B.3-7 Board Policy #2430 "Delegation of Authority to the Chancellor"
- IV.B.3-8 District Audit Report, 2007-2008
- IV.B.3-9 District General Obligation Bond Projects Audit Report, 2007-2008
- IV.B.3-10a Agenda: Board of Trustees Meeting, recent sample
- IV.B.3-10b Minutes: Board of Trustees Meeting, recent sample
- IV.B.3-11 Calendar of locations for Board of Trustees Meetings, spring 2008
- IV.B.3-12 *Strategic Planning Process, 2001-2006* (pamphlet)
- IV.B.3-13 *RCCD Strategic Initiatives 2005-2010, Fact Book 2008*, pp. 43-47
- IV.B.3-14 Norco Campus Response to Strategic Initiatives, *Fact Book 208*, pp.57-62
- IV.B.3-15 District Strategic Plan, 2008-2012

## **Standard IV: Leadership and Governance, Summative Essay**

Decision-making roles and processes drive an institution; purposeful management of student learning and institutional effectiveness requires a clear vision and the determination to take responsibility for creating and directing the processes fundamental to the educational enterprise. Board members, administrators, faculty, and staff acknowledge the designated responsibilities of each member of the institution, demonstrating ethical and effective leadership for the sake of continuous improvement of district and campus processes.

### **Institutional Commitment**

All constituencies involved in the processes of decision-making at Norco Campus are actively committed to providing a high-quality education congruent with the campus mission and goals. The active participation of staff in shared governance and on strategic planning and decision-making committees and councils reflects Norco's commitment to the educational process. Norco's president and administrators have created a positive environment for empowerment of staff, faculty and students by encouraging strong participation in the various strategic planning groups which help to drive the mission of Norco Campus. In turn, faculty, staff, and students demonstrate their commitment to the improvement of the institution by actively and creatively contributing to the governance of the campus. Evidence of institutional commitment is shown not only through the active contributions of all constituencies, but also through clear and openly published delineations of the rights and responsibilities of faculty, staff, and management and the use of established processes working together collegially for the good of the institution.

### **Evaluation, Planning and Improvement**

Norco Campus has embraced specific decision-making processes through which faculty, staff, students, and administrators govern the institution and work for the improvement of student learning. The Strategic Planning Committee and its four subcommittees specifically designed to deal with all aspects of institutional planning, along with the President's Cabinet, the Norco Academic, Student Services and Administrative Planning Councils, and the Academic Senate, guide the implementation of the Educational Master Plan. Through the process of shared governance and participation on these committees and councils, faculty members have a substantial voice in institutional policies, planning, and budget relating to their areas of expertise. Particular responsibility for learning programs and curriculum resides with the faculty and is demonstrated through membership on the District Curriculum, Program Review and Assessment Committees and the Norco Campus Curriculum Committee. The President and her Cabinet provide strong leadership in the budgetary, resource allocation, and planning arenas and make recommendations about student learning programs and services. The leadership processes at Norco Campus are regularly evaluated in order to assure their integrity and effectiveness. As a case in point, the number of strategic planning subcommittees was reduced from nine to four in an effort to improve the effectiveness of institutional planning. In general, decision-making, planning, and evaluation are directed toward student learning and institutional improvement.

### **Student Learning Outcomes**

Bearing the ultimate responsibility for educational quality, the Governing Board supports institutional development of course-, degree-, program-, and campus-level student learning

outcomes. The Norco Campus President and other institutional leadership groups are responsible for guiding and supporting collegial processes leading to improvement of teaching and learning. The development and refinement of student learning outcomes are supported by the strategic planning model that is at the core of the governance structure of Norco Campus and Riverside Community College District. Campus administrative support for student learning outcomes assessment has been enhanced with the addition of an Associate Dean of Student Success to the management team.

General Education SLOs at the district level are communicated to faculty and staff through participative, dialogue-based processes of comprehensive program review and assessment in a cycle of evaluation, improvement, and re-evaluation directed toward the goal of enhancing student learning. Faculty leadership on the Norco Strategic Planning Committee and its sub-committees, the Norco Academic Planning Council, the Academic Senate, and the Norco Curriculum Committee illustrates the role and processes of campus governance in promoting student learning outcomes.

The good of the institution is based on commonly agreed-upon goals of enhanced student learning and improved institutional effectiveness; all constituencies at Norco Campus—administrators, students, staff, and faculty—are unified in meeting this goal.

## **Organization**

Organization is the key theme related to governance and decision-making processes at an institution. Governance processes at Norco Campus are consciously and deliberately directed toward full participation of all stakeholders in the institution. Through the Norco Strategic Planning Committee, the Norco Academic Planning Council, the Academic Senate, the President's Cabinet, and Associated Students of Norco Campus, all constituencies are involved in developing, discussing, evaluating, revising, and re-evaluating institutional mission, goals, and SLOs for the sake of supporting student learning.

The President oversees the administrative structure and serves as the chief executive officer of the Norco Campus, reporting to the District Chancellor and advising the Board of Trustees on all matters related to the administration of the Norco Campus. The President also shapes values, goals, and priorities for the Norco Campus and communicates them to all constituencies on the campus. Norco Campus administrators serve on the President's Cabinet and Administrative Planning Council and participate either directly or in a supporting role in other governance processes on campus and in the district.

Norco has a shared-governance process that promotes inclusion in decision-making at all levels. Institutional leaders ensure that faculty, staff, students, and administrators communicate openly and freely on a regular basis. The various organizational structures in which faculty, staff, students, and administrators participate provide appropriate forums in which to do so. Articulation between and among these various components is evaluated and revised when necessary.

The Chancellor serves as a liaison between the Norco Campus and the governing board. The District Assessment Committee supports the efforts of the campuses in coordinating student learning outcomes for a shared district curriculum through its efforts in helping disciplines define SLOs and in taking the lead in developing General Education SLOs. The District Academic Senate

and the Campus Curriculum Committee provide oversight for shared curriculum and resolve curricular issues. Fundamental to all organizational structures at Norco Campus and in the district is the commitment to support student learning, improve institutional effectiveness, and ensure that resource allocation is tied to these goals.

## **Dialogue**

The Norco Campus mission statement summarizes the campus commitment to dialogue as follows: “As a continuing process, we listen to our community and respond to its needs while engaging in self-examination and ongoing dialogue, planning, and improvement.”

Shared governance at the Norco Campus supports the participation of all members of the campus in a process of self-reflection and conversational exchange about student achievement, student learning, and SLOs assessment and the effectiveness of policies, processes, and organization. The leadership of the campus has supported dialogue through a variety of means, including a dialogue workshop in February 2007, a vibrant campus culture of open communication and collegiality, and ongoing support of governance processes that are inclusive of all constituencies. The President consults with faculty and engages in dialogue with the community as part of the process of ensuring that the educational goals and mission of the Norco Campus are being achieved and that the campus serves the needs of its identified student population.

Strategic planning processes associated with the transition to a three-college district provide evidence of the importance of meaningful dialogue to the institution. All campus constituencies have similarly participated in formal and informal discussions as part of an intensive examination of the effectiveness of participatory governance mechanisms on the rapidly growing Norco Campus.

The Board of Trustees also engages in self-evaluation that includes reflective dialogue, further indicating the extent to which all the parts contribute to the whole: an institution committed to ongoing review and self-reflection with the goal of institutional improvement.

## **Institutional Integrity**

Norco Campus demonstrates institutional integrity in its leadership and governance roles and processes in a variety of ways. Established policies embody the Board of Trustees’ and chief administrators’ commitment to guiding educational quality with consistency and integrity. The Campus President is dedicated to providing a model of leadership for the Norco Campus through a clearly defined process of planning, organizing, budgeting, and assessment of institutional effectiveness.

The Board of Trustees and Chancellor similarly fulfill their primary responsibilities for educational quality, legal matters, and financial integrity of the district and its campuses. Commitment to the appropriate governance of the district includes published evaluation processes for assessing and monitoring the performance of board members, the Chancellor, the Campus President, and management personnel.

Transparency and inclusiveness of district and campus strategic planning processes, decision-making which takes place through the Strategic Planning Committee and other governance entities, written processes governing institutional procedures in the institution, and fiscal

responsibility are strong evidence of Norco's unflinching commitment to honesty, truthfulness, and institutional integrity.



## Appendices

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## Comprehensive List of Planning Agendas

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### Planning Agenda – Institutional Mission

- Continue to review and revise Norco's programs and services in response to changes in the community and following local assessments of student learning effectiveness (I.A.1).
- Continue to develop new programs and services to serve the needs of the identified student population, utilizing input from the Norco Academic Senate, the Norco Strategic Planning Committee (NSPC) and the District Office of Institutional Research (I.A.1).
- Review and, if necessary, revise the campus mission statement annually (I.A.2).

### Planning Agenda – Improving Institutional Effectiveness

- Continue to ensure that all decision-making is a collaborative, dialogue-driven process that involves all Norco Campus constituencies (I.B.1).
- Utilize specific, campus-based parameters for data collection from the district Office of Institutional Research (I.B.3).
- Explore means for effectively communicating information about institutional quality to the appropriate public constituencies (I.B.5).
- Periodic review of Norco's Educational Master Plan in order to evaluate the effectiveness of mechanisms for resource allocation on Norco Campus (I.B.7).

### Planning Agenda – Instructional Programs

- Conduct additional analysis of campus, community, and regional educational needs and utilize the results of these studies to further refine the mix of programs and services offered (II.A.1.a).
- Continue refining and assessing the effectiveness of SLOs for all courses, degrees, certificates, and programs (II.A.1.a).
- Continue to identify, monitor, and test new technology that enhances or improves the quality of online or face-to-face instruction (II.A.1.b).
- Continue to measure student achievement of program-level SLOs for those programs active on the Norco Campus (II.A.1.c).
- Continue to develop assessment tools and procedures for programs and disciplines and use the results of these assessments to make improvements to courses and programs, with the goal of conducting SLO assessments in 100 percent of course offerings by 2009-2010 (II.A.1.c).
- Conduct additional assessment-activities and SLOs training at the Norco Campus (II.A.1.c).
- Design and conduct surveys of employers in an effort to determine their level of satisfaction with graduates of career/technical education programs (II.A.2.b).
- Continue to monitor the annual program review updates for disciplines and non-instructional programs. Use the information from these updates to improve programs and services for students (II.A.2.e).
- Continue to use data from the Office of Institutional Research and information provided by faculty, staff, and community advisory groups to further define and develop those new programs most needed by the communities served by the Norco Campus (II.A.2.e).

- Continue comprehensive program review and assessment of disciplines, career/transfer certificate and degree programs, and student support programs and engage in annual program review updates to provide input into campus master planning (II.A.2.f).
- Review general education requirements, continue campus-wide dialogue, and participate in district-wide dialogue regarding possible revision/update of the General Education majors (II.A.3.a).
- Conduct employer surveys to assess the satisfaction of area employers with the performance of graduates of certificate and career/technical degree programs (II.A.5).
- Develop mechanisms for tracking job placement of program graduates (II.A.5).

#### **Planning Agenda – Student Support Services**

- All student services areas will demonstrate complete, ongoing cycles of assessment by 2010-2011 (II.B.1).
- Submit final project proposal for Center for Health, Wellness and Kinesiology to provide facilities for expansion of athletic programs (II.B.3.a).
- Provide expanded meeting and workspace with the opening of the Student Success Center in fall 2010 (II.B.3.b).
- Pursue additional counseling staff to reduce the campus's student-to-counselor ratio (II.B.3.c).
- Continue to make improvements to Student Services programs based on the results of student learning and service area outcome assessments (II.B.4).

#### **Planning Agenda – Library and Learning Support Services**

- Convene design team and prepare building layout for integrated student learning support center to be located on the ground floor of the library building (II.C.1.b).
- Expand space available for library services with the relocation of IMC to the Norco Operations Center (II.C.1.c).
- Continue to facilitate the development of a Norco Learning Resource Center for WRC, computer and math labs, and Tutorial Center (II.C.2).
- Conduct assessment of math and CIS labs, Writing and Reading Center, and Tutorial Center based on identified student learning outcomes (II.C.2).

#### **Planning Agenda – Human Resources**

- Norco Campus, the NSPC, NAPC, and administration will continue to review the needs of the campus's growing and changing student population in order to best determine the campus's future staffing needs (III.A.2).

#### **Planning Agenda – Physical Resources**

- Continue to implement and evaluate processes and procedures for successful campus-based planning that is integrated with district strategic planning (III.B.1.a).
- Continue to implement the Educational and Facilities Master Plans for the Norco Campus (III.B.1.a).



- Continue to build out the campus to meet student and staff requirements as enrollments increase and program offerings evolve (III.B.1.a).
- Continue to evaluate the effectiveness of the strategic planning process for informing facilities planning at the local level (III.B.2.b).
- Proceed with the implementation of a mid-range financial plan that includes cost estimates for required staffing, equipment, and services to support program development and/or maintenance of new capital facilities (III.B.2.b).
- Continue to implement the Norco Campus Educational and Facilities Master Plan (III.B.2.c).

#### **Planning Agenda – Technology Resources**

- The Norco Technology Resources Subcommittee will continue to engage in dialogue about technology standards and processes in order to maintain a guideline for future technology upgrades and purchases (III.C.1.a).
- Maintain systematic, scheduled evaluation and replacement processes and protocols to meet institutional technology needs (III.C.1.c).
- Continue to employ total-cost-of-ownership principles to decisions pertaining to technology acquisition (III.C.1.c).
- Continue to perform annual review of technology evaluation and replacement processes and protocols to meet institutional technology needs (III.C.1.d).

#### **Planning Agenda – Financial Resources**

- Continue to assess the Norco Campus planning process to ensure that measurement of outcomes reflect stated goals and are impacted positively by resource allocation (III.D.1.a).
- Continue to assess the effectiveness of the District Budget Allocation Model with respect to the provision of resources needed to support campus goals (III.D.1.a, III.D.1.b).
- Continued participation by campus personnel to further develop the BAM and assess its effectiveness with respect to the planning process (III.D.2.a).
- Continue to identify budgetary priorities at Norco Campus and conduct periodic analysis to determine whether the allocated resources are being utilized for the purposes identified during the budget development process (III.D.3).

#### **Planning Agenda – Decision-Making Roles and Processes**

- Continue to survey students, staff, and faculty to monitor what they do and do not know about how the governance process works (IV.A.1).
- Improve orientation of new faculty to governance structures and (IV.A.1)
- Avenues of participation for both full- and part-time faculty (IV.A.1).
- Evaluate recent changes in policies and procedures with regard to the relationship between district and campus-based institutional governance structures and propose new policies and procedures as appropriate (IV.A.2.a).
- Continue to evaluate the recently established procedures and committees responsible for recommending Norco-specific student learning programs and services (IV.A.2.b).

- Develop an orientation to governance and a Norco campus-governance handbook to clarify the principles, organizational structure, and operating procedures of Norco constituency groups (IV.A.3).
- Continue to implement formal processes for evaluating campus organizational, governance, and decision-making structures and processes (IV.A.5).

### **Planning Agenda – Board & Administrative Organization**

- Add/fill new staff support positions as budget allows (IV.B.2.b).
- Continue the process of decentralizing student support functions from the district to the campus (IV.B.2.b).
- Continue to review and revise the organizational charts and Functions Maps as the district moves to multi-college status and as new positions are developed at the campus level to accommodate the need for more administrative support (IV.B.3.a).
- Continue to implement an effective campus budget using the proposed budget allocation model, which operates in concert with campus strategic planning (IV.B.3.c).
- Continue to evaluate the new strategic planning processes and the effectiveness of the published district and local initiatives in meeting district and campus educational goals (IV.B.3.g).

### **Comprehensive List of References**

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RCCD Fact Book  
RCCD College Catalog  
Most recent (spring 2007) Schedule of Classes  
Student Handbook  
Faculty Handbook  
Staff Handbook  
Management Handbook  
CTA Contract  
CSEA Contract  
*Strategic Planning Process, 2001-2006*

Evidence Websites:

### **Comprehensive List of Evidence**

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#### **Standard I.A**

- I.A-1      *Locally Initiated Program Approval Process*  
I.A-2      *RCCD Fact Book 2008*, Student Demographics, pp. 28-32  
I.A-3      JFK Middle College High School: <http://www.cnusd.k12.ca.us/jfk/>  
I.A-4      Norco Educational Master Plan  
I.A-5      Norco Campus website: <http://rcc.edu/norco>  
I.A-6      Norco Campus Strategic Planning Implementation Process

- I.A-7 Board minutes approving Norco mission statement (2006)
- I.A-8 NSPC subcommittee (Institutional Mission & Effectiveness) minutes approving Norco mission statement (2008)
- I.A-9 NSPC Co-chairs Council minutes approving Norco mission statement (2008)
- I.A-10 NSPC minutes approving Norco mission statement (2008)
- I.A-11 Board minutes approving Norco mission statement (2008)
- I.A-12 Report: 2008 Full-time Faculty Accreditation Survey
- I.A-13 Report: 2008 Part-time Faculty Accreditation Survey
- I.A-14 Report: 2008 Staff Accreditation Survey

#### Standard I.B

- I.B-1 Minutes: Norco Strategic Planning Committee, sample
- I.B-2 Minutes: Norco Academic Planning Council, sample
- I.B-3 Meeting Schedule: Norco Campus governance committees
- I.B-4 Minutes, Oct. 2006 meeting, Norco Academic Senate
- I.B-5a Minutes Norco Curriculum Committee, sample
- I.B-5b Website: Norco Curriculum Committee:  
[http://academic.rcc.edu/academicssenate/norco\\_curriculum.jsp](http://academic.rcc.edu/academicssenate/norco_curriculum.jsp)
- I.B-6a Minutes Norco Academic Senate, sample
- I.B-6b Website: Norco Academic Senate:  
<http://academic.rcc.edu/academicssenate/norco.jsp>
- I.B-7 Sample announcements of SLOs workshops, district and Norco
- I.B-8a Statements of Purpose for the NSPC subcommittees
- I.B-8b Website: NSPC subcommittee: Institutional Mission and Effectiveness:  
[http://academic.rcc.edu/norco/spc/std1\\_index.jsp](http://academic.rcc.edu/norco/spc/std1_index.jsp)
- I.B-8c Website: NSPC subcommittee: Student Learning Programs and Services:  
[http://academic.rcc.edu/norco/spc/std2\\_index.jsp](http://academic.rcc.edu/norco/spc/std2_index.jsp)
- I.B-8d Website: NSPC subcommittee: Resources:  
[http://academic.rcc.edu/norco/spc/std3\\_index.jsp](http://academic.rcc.edu/norco/spc/std3_index.jsp)
- I.B-8e Website: NSPC subcommittee: Leadership and Governance:  
[http://academic.rcc.edu/norco/spc/std4\\_index.jsp](http://academic.rcc.edu/norco/spc/std4_index.jsp)
- I.B-9a Minutes: Norco Faculty Meeting, sample
- I.B-9b Minutes: Discipline meetings, sample
- I.B-9c Minutes: Staff meetings, sample
- I.B-9d Minutes: President's Cabinet meetings, sample
- I.B-9e Minutes: Occupational Education meetings, sample
- I.B-9f Flyers / Agendas from FLEX Day retreats
- I.B-9g Website: Norco Strategic Planning Committee:  
<http://academic.rcc.edu/norco/spc/index.jsp>
- I.B-10a Website: Norco Academic Planning Council:  
<http://academic.rcc.edu/norco/apc/>
- I.B-10b Website: Norco Administrative Planning Council:  
<http://academic.rcc.edu/norco/adpc/>
- I.B-10c Website: Norco Student Services Planning Council:  
<http://academic.rcc.edu/norco/sspc/>
- I.B-11 Norco Campus Strategic Planning Implementation Process
- I.B-12 Norco Campus Prioritization Process
- I.B-13 Report: 2008 Full-time Faculty Accreditation Survey
- I.B-14 Report: 2008 Part-time Faculty Accreditation Survey

I.B-15	Report: 2008 Staff Accreditation Survey
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II.A.2-11	Website: 4faculty.org: <a href="http://4faculty.org/">http://4faculty.org/</a>
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- II.C.2-2b Utilization data for math lab, sample
- II.C.2-2c Utilization data for WRC labs, sample
- II.C.2-2d Utilization data for DSP&S and Tutorial Center services, sample
- II.C.2-3 "Executive Summary." *Bay Area Community Colleges Information Competency Project*. Ed. Bonnie Gratch-Lindaur et al. 9 Feb. 2004.
- II.C.2-4 Badway, Norena. "Learning About How Students Learn." RCCD Course Outline of Record Workshop. Marriot Hotel, 11 Jan. 2006.
- II.C.2-5 Wilfred J. Airey Library User Satisfaction Survey
- II.C.2-6 Norco Faculty Survey of Library and IMC Services, fall 2008

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- III.A.1-8 Weighting of Ranking Criteria for Faculty Positions, 2008-2009
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- III.A.1-10 Website: Norco Strategic Planning Committee:  
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- III.A.6-1d Website: Norco Strategic Planning Co-chairs Council:  
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- III.D.1-6b Website: Administrative Unit Program Review Documents:  
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- III.D.1-8c Website: Norco Administrative Planning Council:  
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- III.D.1-9 Website: Norco Strategic Planning Co-Chairs Council:  
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- III.D.2-13b Website: California Education Code: <http://www.leginfo.ca.gov/cgi-bin/calawquery?codesection=edc&codebody=&hits=20>
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- IV.A.1-2a Website: Norco Academic Senate:  
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- IV.A.1-3 Website: Norco Curriculum Committee:  
[http://academic.rcc.edu/academicssenate/norco\\_curriculum.jsp](http://academic.rcc.edu/academicssenate/norco_curriculum.jsp)
- IV.A.1-4a Minutes: Norco Academic Planning Council
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- IV.A.1-4c Website: Norco Academic Planning Council:  
<http://academic.rcc.edu/norco/apc/>
- IV.A.1-5 Website: Norco Strategic Planning Committee:  
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- IV.A.1-6a *Strategic Planning Process, 2001-2006* (district document outlining the process and its history/development)
- IV.A.1-6b *District Strategic Plan 2008-2012*
- IV.A.1-7 Norco Campus Strategic Planning Implementation Process
- IV.A.1-8 Norco Campus Prioritization Process
- IV.A.1-9 Statements of Purpose for the NSPC subcommittees
- IV.A.1-10a Website: NSPC subcommittee: Institutional Mission and Effectiveness:  
[http://academic.rcc.edu/norco/spc/std1\\_index.jsp](http://academic.rcc.edu/norco/spc/std1_index.jsp)
- IV.A.1-10b Website: NSPC subcommittee: Student Learning Programs and Services:  
[http://academic.rcc.edu/norco/spc/std2\\_index.jsp](http://academic.rcc.edu/norco/spc/std2_index.jsp)
- IV.A.1-10c Website: NSPC subcommittee: Resources:  
[http://academic.rcc.edu/norco/spc/std3\\_index.jsp](http://academic.rcc.edu/norco/spc/std3_index.jsp)
- IV.A.1-10d Website: NSPC subcommittee: Leadership and Governance:  
[http://academic.rcc.edu/norco/spc/std4\\_index.jsp](http://academic.rcc.edu/norco/spc/std4_index.jsp)
- IV.A.1-11 Website: Norco Strategic Planning Co-chairs Council:  
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- IV.A.1-12 Norco Educational Master Plan
- IV.A.1-13a Annual Instructional Program Review, sample
- IV.A.1-13b Website: Annual Instructional Program Review Reports:  
[http://www.rccdfaculty.net/pages/Annual%20Program%20Review%202008/2008 Annual PR index.htm](http://www.rccdfaculty.net/pages/Annual%20Program%20Review%202008/2008%20Annual%20PR%20index.htm)
- IV.A.1-14 Website: District Program Review Committee:  
<http://www.rcc.edu/administration/academicaffairs/effectiveness/review.cfm>
- IV.A.1-15 Website: District Assessment Committee:  
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- IV.A.1-16 Minutes, JFK High School Advisory Council, sample
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- IV.A.1-18a Contract, CTA, 2007-2010
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- IV.A.1-21 Minutes: establishing departmental structure
- IV.A.1-22a Website: Members NSPC subcommittee: Institutional Mission and Effectiveness:  
<http://academic.rcc.edu/norco/spc/std1.jsp>
- IV.A.1-22b Website: Members NSPC subcommittee: Leadership and Governance:  
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- IV.A.1-23 Minutes: NSPC meeting, demonstrating student attendance
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- IV.A.1-28 CTA Minutes of election of Karin Skiba as President of bargaining unit
- IV.A.1-29 *Instructional Program Review: Comprehensive (Background & Guidelines)*
- IV.A.1-30 District Assessment Report showing name of author
- IV.A.1-31a Norco faculty-administration workshop, fall 2005;
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- IV.A.1-32 DAC Minutes showing adoption of Gen-Ed SLOs
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- IV.A.2-1a *Strategic Planning Process, 2001-2006*
- IV.A.2-1b *District Strategic Plan 2008-2012*
- IV.A.2-2a Board Policies #4005: "Academic Senates"
- IV.A.2-2b Board Policies #7260: "Classified Supervisors and Managers"
- IV.A.2-2c Board Policies #6120: "Organization of the Associated Student Body"
- IV.A.2-3 CA Academic Senate/Title V document(s) listing 11 areas of shared governance
- IV.A.2-4a Minutes: Norco Senate Meeting October 2006, establishing NAS standing committees
- IV.A.2-4a Minutes: Norco Senate Meeting November 2006, establishing NAS standing committees

- IV.A.2-5 RCCD District-Campus Functions Maps
- IV.A.2-6a Board Policy: #2220:
- IV.A.2-6b Board Policy: #2510: "Participation in Local Decision Making"
- IV.A.2-7 Agenda: Board of Trustees Standing Committee, Norco staff representation
- IV.A.2-8 Membership List: District Budget Advisory Committee, Norco staff representation
- IV.A.2-9 Membership List: District Strategic Planning Committee, Norco staff representation
- IV.A.2-10 Membership List: District Prerequisite Advisory Committee, Norco staff representation
- IV.A.2-11a Website: "Members" NSPC, "committee-of-the-whole"  
<http://academic.rcc.edu/norco/spc/>
- IV.A.2-11b Website: Members NSP Co-chairs Council: <http://academic.rcc.edu/norco/spc/co-chair.jsp>
- IV.A.2-12a Website: Members NSPC subcommittee: Institutional Mission and Effectiveness:  
<http://academic.rcc.edu/norco/spc/std1.jsp>
- IV.A.2-12b Website: Members NSPC subcommittee: Student Learning Programs & Services:  
<http://academic.rcc.edu/norco/spc/std2.jsp>
- IV.A.2-12c Website: Members NSPC subcommittee: Resources:  
<http://academic.rcc.edu/norco/spc/std3.jsp>
- IV.A.2-12d Website: Members NSPC subcommittee: Leadership and Governance:  
<http://academic.rcc.edu/norco/spc/std4.jsp>
- IV.A.2-13a Website: Members Administrative Planning Council:  
<http://academic.rcc.edu/norco/adpc/members.jsp>
- IV.A.2-13b Website: Members Student Services Planning Council:  
<http://academic.rcc.edu/norco/sspc/members.jsp>
- IV.A.2-14a Associated Students Norco Campus Constitution
- IV.A.2-14b Associated Students Norco Campus By-Laws
- IV.A.2-15a Board Policy #5400:
- IV.A.2-15b Board Policy #2015:
- IV.A.2-15c Board Policy #2105:
- IV.A.2-16 Student Shared Governance Proposal
- IV.A.2-17 Board Sub-Committee meetings showing student attendance/participation
- IV.A.2-18 Minutes: NSPC meeting, demonstrating student attendance
- IV.A.2-19a Website: Members NSPC subcommittee: Institutional Mission and Effectiveness:  
<http://academic.rcc.edu/norco/spc/std1.jsp>
- IV.A.2-19b Website: Members NSPC subcommittee: Leadership and Governance:  
<http://academic.rcc.edu/norco/spc/std4.jsp>
- IV.A.2-20 Norco Campus Strategic Planning Implementation Process
- IV.A.2-21a District Academic Senate Constitution
- IV.A.2-21b District Academic Senate By-Laws
- IV.A.2-22a Norco Academic Senate Constitution
- IV.A.2-22b Norco Academic Senate By-Laws
- IV.A.2-23 District Curriculum Committee Handbook
- IV.A.2-24 *Locally-Developed New and/or Substantially Changed Program Approval Process*
- IV.A.2-25 Report: 2007 Full-time Faculty Accreditation Survey
- IV.A.2-26 Report: 2008 Full-time Faculty Accreditation Survey
- IV.A.3-1a Membership List: Board of Trustees standing committee: Teaching and Learning
- IV.A.3-1b Membership List: Board of Trustees standing committee: Resources
- IV.A.3-1c Membership List: Board of Trustees standing committee: Planning

- IV.A.3-1 d Membership List: Board of Trustees standing committee: Governance
- IV.A.3-2 Norco Organizational Chart
- IV.A.3-3 Website: Minutes, Norco Strategic Planning Committee:  
<http://academic.rcc.edu/norco/spc/minutes.jsp>
- IV.A.3-4 Website: Minutes, NSP Co-chairs Council: [http://academic.rcc.edu/norco/spc/co-chair\\_docs.jsp](http://academic.rcc.edu/norco/spc/co-chair_docs.jsp)
- IV.A.3-5a Website: Minutes, NSPC subcommittee: Institutional Mission and Effectiveness:  
[http://academic.rcc.edu/norco/spc/std1\\_docs.jsp](http://academic.rcc.edu/norco/spc/std1_docs.jsp)
- IV.A.3-5b Website: Minutes, NSPC subcommittee: Student Learning Programs & Services:  
[http://academic.rcc.edu/norco/spc/std2\\_docs.jsp](http://academic.rcc.edu/norco/spc/std2_docs.jsp)
- IV.A.3-5c Website: Minutes, NSPC subcommittee: Resources:  
[http://academic.rcc.edu/norco/spc/std3\\_docs.jsp](http://academic.rcc.edu/norco/spc/std3_docs.jsp)
- IV.A.3-5d Website: Minutes, NSPC subcommittee: Leadership and Governance:  
[http://academic.rcc.edu/norco/spc/std4\\_docs.jsp](http://academic.rcc.edu/norco/spc/std4_docs.jsp)
- IV.A.3-6 Website: Minutes, Norco Academic Planning Council:  
<http://academic.rcc.edu/norco/apc/docs.jsp>
- IV.A.4-1 2007 ACCJC Accreditation Team Recommendations for Riverside City College District
- IV.A.4-2 Website: Norco – District Conferences, Schedule:  
<http://academic.rcc.edu/norco/accreditation/conference.jsp>
- IV.A.4-3a Minutes: NSPC Co-chairs Council, approval of the 2009 Self Study
- IV.A.4-3b Minutes: Norco Strategic Planning Committee, approval of the 2009 Self Study
- IV.A.4-4 Website: Norco Strategic Planning Committee:  
<http://academic.rcc.edu/norco/spc/>
- IV.A.4-5 e-mail correspondence between Norco and District administration, opportunity for District review and comment of the Self Study
- IV.A.4-6 Website: Norco Accreditation 2009:  
<http://academic.rcc.edu/norco/accreditation/>
- IV.A.5-1 Norco Campus Organizational Chart
- IV.A.5-2 Survey: Faculty and Staff Regarding Campus Priorities Ranking Processes (3/09)

#### **Standard IV.B**

- IV.B.1-1 Board Policy #2110: “Vacancies on the Board”
- IV.B.1-2 Board Policy #2015: “Student Trustee”
- IV.B.1-3 Board Policy #2200: “Board Duties, Responsibilities and Privileges”
- IV.B.1-4 Board Policy #2220: “Committees of the Board”
- IV.B.1-5 Calendar: Scheduled Board of Trustee meetings:  
<http://www.rcc.edu/administration/board/>
- IV.B.1-6 RCCD mission statement
- IV.B.1-7 Sample Board Agenda
- IV.B.1-8 Norco Campus mission statement
- IV.B.1-9 Board Policy #4050: “Articulation”
- IV.B.1-10 Curriculum Process Agreement
- IV.B.1-11a Board Policy #5010: “Admissions”
- IV.B.1-11b Board Policy #5011: “Admission and Concurrent Enrollment of High School and Other Young Students”
- IV.B.1-11c Board Policy #5012: “International Students”
- IV.B.1-11d Board Policy #5013: “Students in the Military”
- IV.B.1-11e Board Policy #5015: “Residence Determination”

IV.B.1-11f	Board Policy #5020: "Non Resident Tuition"
IV.B.1-11g	Board Policy #5030: Student Fee"
IV.B.1-11h	Board Policy #5031: "Instructional Materials Fees"
IV.B.1-11i	Board Policy #5035: "Withholding of Student Records"
IV.B.1-11j	Board Policy #5040: "Student Records: Challenging Content and Access Log"
IV.B.1-11k	Board Policy #5050: "Matriculation"
IV.B.1-11l	Board Policy #5052: "Enrollment/Registration Priorities"
IV.B.1-11m	Board Policy #5055: "Enrollment Priorities"
IV.B.1-11n	Board Policy #5056: "Registration Priorities"
IV.B.1-11o	Board Policy #5075: "Course Adds and Drops"
IV.B.1-12a	Agenda: Board of Trustees, sample
IV.B.1-12b	Minutes: Board of Trustees, sample
IV.B.1-13	District Annual Independent Audit Report
IV.B.1-14	Board of Trustees Board Packet, includes list of monthly requisitions
IV.B.1-15	Board Policy Manual
IV.B.1-16	Website: Community College League of California: <a href="http://www.ccleague.org">http://www.ccleague.org</a>
IV.B.1-17	Website: Center for Effective Governance website: <a href="http://www.acct.org/governance/">http://www.acct.org/governance/</a>
IV.B.1-18	Minutes: Board of Trustees, agreement with legal consultant to revise policies
IV.B.1-19	Website: Board of Trustees: Policy Manual: <a href="http://www.rcc.edu/administration/board/policies.cfm?new">http://www.rcc.edu/administration/board/policies.cfm?new</a>
IV.B.1-20	Website: Association of Governing Boards: <a href="http://www.agb.org/">http://www.agb.org/</a>
IV.B.1-21	Agenda: Annual Board Planning Retreat, sample
IV.B.1-22	Board Policy #2745: "Board Self-Evaluation"
IV.B.1-23	Minutes: Board of Trustees Retreat, Board priorities
IV.B.1-24	Board Policy #2715: "Code of Ethics Standards of Practice"
IV.B.1-25a	Board Policy #2431: "Chancellor Selection"
IV.B.1-25b	Board Policy #2430: "Delegation of Authority to Chancellor and Presidents"
IV.B.1-26	Board Policy #2435: "Evaluation of Chancellor"
IV.B.1-27	Management Performance Evaluation Process document
IV.B.2-1	Norco Organizational Chart
IV.B.2-2	Minutes: President's attendance at NSPC and other faculty meetings
IV.B.2-3a	Agenda: President's Cabinet Meeting, sample
IV.B.2-3b	Minutes: President's Cabinet Meeting, sample
IV.B.2-4	Norco Campus Prioritization Process
IV.B.2-5	Website: Norco Strategic Planning Committee: <a href="http://academic.rcc.edu/norco/spc/">http://academic.rcc.edu/norco/spc/</a>
IV.B.2-6	Meeting minutes with local community advisory group(s)
IV.B.2-7a	Report: 2008 Full-time Faculty Accreditation Survey
IV.B.2-7b	Report: 2008 Staff Accreditation Survey
IV.B.2-8	Campus President, "Record of Community Activities"
IV.B.3-1	District Organizational Charts
IV.B.3-2	District Functions Maps
IV.B.3-3a	Norco Campus budget, 2008-2009
IV.B.3-3b	District Budget Allocation Model (revised May 2008)
IV.B.3-4	Measure C projects by campus (list)
IV.B.3-5	Member list: Measure C Community Watch Group
IV.B.3-7	Board Policy #2430 "Delegation of Authority to the Chancellor"
IV.B.3-8	District Audit Report, 2007-2008

- IV.B.3-9 District General Obligation Bond Projects Audit Report, 2007-2008
- IV.B.3-10a Agenda: Board of Trustees Meeting, recent sample
- IV.B.3-10b Minutes: Board of Trustees Meeting, recent sample
- IV.B.3-11 Calendar of locations for Board of Trustees Meetings, spring 2008
- IV.B.3-12 *Strategic Planning Process, 2001-2006* (pamphlet)
- IV.B.3-13 *RCCD Strategic Initiatives 2005-2010, Fact Book 2008*, pp. 43-47
- IV.B.3-14 Norco Campus Response to Strategic Initiatives, *Fact Book 208*, pp.57-62
- IV.B.3-15 District Strategic Plan, 2008-2012

## Norco Accreditation Survey Fall 2008 Summary

### Full-Time Faculty

n = 45

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Strongly Disagree	Somewhat Disagree	No Opinion/ Don't Know	Somewhat Agree	Strongly Agree

Accreditation Standard I: Improving Institutional Effectiveness					
7. I have read the Norco Mission Statement and understand it.	A 9%	B 7%	C 2%	D 21%	E 61%
8. Norco's Mission Statement guides institutional planning.	A 0%	B 13.6%	C 16%	D 45.5%	E 25%
9. Norco is committed to continuous improvements of the student learning process.	A 0%	B 2.3%	C 4.5%	D 27.3%	E 66%
10. I have read the Norco Educational Master Plan and understand its goals.	A 2.3%	B 4.5%	C 6.8%	D 43.2%	E 43.2%
11. Norco Educational Master Plan goals are regularly assessed and results shared with campus constituencies.	A 2.2%	B 11.1%	C 15.6%	D 35.6%	E 35.6%
12. I understand the purpose and role of the Norco Academic Planning Council.	A 2.2%	B 6.7%	C 15.6%	D 35.6%	E 40%
13. I understand the purpose and role of the Norco Strategic Planning Committee.	A 2.2%	B 6.7%	C 6.7%	D 37.8%	E 46.7%
14. Institutional planning decisions are based on research data.	A 4.4%	B 8.9%	C 20%	D 42.2%	E 24.4%
15. Institutional planning decisions are based on personal opinion(s)/agenda(s).	A 8.9%	B 22.2%	C 17.8%	D 40%	E 11.1%
16. The information from the Office of Institutional Research (Fact Book, web site, and planning and research reports) is helpful in getting the information I need.	A 6.7%	B 13.3%	C 20%	D 40%	E 20%
Accreditation Standard II: Student Learning Programs and Services					
17. Faculty present information fairly and objectively to students and others.	A 2.2%	B 0%	C 13.3%	D 37.8%	E 46.7%
18. College staff present information fairly and objectively to students and others.	A 2.2%	B 0%	C 17.8%	D 35.6%	E 44.4%
19. Academic freedom is upheld by Norco Campus.	A 2.2%	B 2.2%	C 8.9%	D 35.6%	E 51.1%
20. Norco encourages the use of different teaching methodologies as a response to learning styles of students.	A 0%	B 4.4%	C 6.7%	D 33.3%	E 55.6%
21. Norco assesses student learning outcomes for its courses, degrees, and/or programs.	A 2.2%	B 15.6%	C 11.1%	D 35.6%	E 35.6%



22. Norco uses the results of its SLOs assessments to make improvements.	A	B	C	D	E
	4.4%	17.8%	8.9%	42.2%	26.7%
23. Norco relies on the faculty (and advisory committees when applicable) to determine competency levels and measurable student learning outcomes.	A	B	C	D	E
	2.2%	2.2%	4.4%	33.3%	57.8%
24. Norco provides clear and accurate information about courses, programs, degrees, and certificates to its students.	A	B	C	D	E
	2.2%	8.9%	6.7%	46.7%	35.6%
25. Student support services make significant contributions to student success (e.g., retention, transfers).	A	B	C	D	E
	2.2%	4.4%	13.3%	28.9%	51.1%
26. Information on all of the programs available to students at Norco should be listed in a Norco college catalog.	A	B	C	D	E
	2.2%	0%	4.4%	13.3%	80%
27. Norco Campus evaluates the learning support needs of its students based upon learner outcomes in order to provide services and programs to address those needs.	A	B	C	D	E
	2.2%	4.4%	35.6%	37.8%	20%
28. Counselors and instructors communicate to make sure that students receive accurate information about courses and programs.	A	B	C	D	E
	6.7%	8.9%	11.1%	46.7%	26.7%
29. The library's support for instructional programs contributes to student learning outcomes.	A	B	C	D	E
	2.2%	0%	13.3%	53.3%	31.1%
30. The library collection has enough breadth to meet the needs of my students.	A	B	C	D	E
	8.9%	17.8%	24.4%	26.7%	22.2%
31. In general, the library is sufficiently responsive to faculty input.	A	B	C	D	E
	4.4%	4.4%	8.9%	35.6%	46.7%
32. Norco Campus provides programs and services that enhance understanding and appreciation of diversity on campus.	A	B	C	D	E
	4.4%	6.7%	13.3%	44.4%	31.1%
33. On-campus labs (Writing/Reading Center, math lab, computer lab) provided by Norco Campus support the attainment of student learning outcomes.	A	B	C	D	E
	8.9%	2.2%	8.9%	26.7%	53.3%
34. Tutoring services provided by Norco Campus support the attainment of student learning outcomes.	A	B	C	D	E
	4.4%	6.7%	15.6%	33.3%	40%
35. Norco Campus provides technology development and training for faculty and staff on a regular basis.	A	B	C	D	E
	13.3%	15.6%	11.1%	26.7%	33.3%
<b>Accreditation Standard III: Resources</b>					
36. There are sufficient numbers of qualified faculty to support college programs.	A	B	C	D	E
	20%	26.7%	13.3%	22.2%	17.8%
37. There are sufficient numbers of qualified staff to support college services.	A	B	C	D	E
	22.2%	33.3%	15.6%	20%	8.9%
38. Personnel search and selection processes are fair to all applicants.	A	B	C	D	E
	6.7%	2.2%	13.3%	33.3%	44.4%
39. Search and selection processes are likely to result in hiring personnel who will effectively advance the mission of Norco Campus.	A	B	C	D	E
	2.2%	8.9%	8.9%	35.6%	44.4%

40. Evaluation processes are effective in improving the quality of job performance of staff.	A	B	C	D	E
	4.4%	8.9%	24.4%	44.4%	17.8%
41. Evaluation processes are effective in improving the quality of job performance of faculty.	A	B	C	D	E
	8.9%	17.8%	8.9%	48.9%	15.6%
42. Evaluation processes are effective in improving the quality of job performance of administrators/managers.	A	B	C	D	E
	2.2%	8.9%	46.7%	24.4%	17.8%
43. Norco Campus provides sufficient opportunities for professional development.	A	B	C	D	E
	6.7%	17.8%	6.7%	37.8%	31.1%
44. The District's policies and practices demonstrate appropriate concern for issues of equity and diversity.	A	B	C	D	E
	2.2%	2.2%	20%	42.2%	33.3%
45. Norco links staffing decisions to its strategic planning committees.	A	B	C	D	E
	0%	4.4%	20%	33.3%	42.2%
46. The campus has adequate physical accommodations for people with disabilities.	A	B	C	D	E
	0%	11.1%	20%	35.6%	33.3%
47. I feel safe on campus during the day.	A	B	C	D	E
	2.2%	0%	0%	24.4%	73.3%
48. I feel safe on campus at night.	A	B	C	D	E
	6.7%	20%	8.9%	31.1%	33.3%
49. Overall, the campus buildings provide a safe and healthy environment in which to work and learn. <i>[On the back of the answer key, please list examples of any campus facility that is <u>not</u> a safe and/or healthy environment.]</i>	A	B	C	D	E
	2.2%	4.4%	6.7%	35.6%	51.1%
50. Overall, the campus landscaped areas are attractive and safe. <i>[On the back of the answer key, please list any examples of landscaped areas that are <u>not</u> safe or attractive, other than temporary construction activities.]</i>	A	B	C	D	E
	8.9%	13.3%	11.1%	35.6%	31.1%
51. In my office, the equipment, software and network connections used to support teaching are adequate and well maintained.	A	B	C	D	E
	6.8%	9.1%	11.4%	27.3%	45.5%
52. In my classroom, the equipment, software and network connections used to support teaching are adequate and well maintained.	A	B	C	D	E
	4.4%	17.8%	8.9%	31.1%	37.8%
53. The instructional equipment supplied by the IMC and used to support teaching in my classroom(s) is adequate and well maintained.	A	B	C	D	E
	2.2%	11.1%	13.3%	42.2%	31.1%
54. IMC responds to service requests with adequate speed.	A	B	C	D	E
	2.2%	2.2%	11.1%	40%	44.4%
55. Computing Services responds to service requests with adequate speed.	A	B	C	D	E
	0%	8.9%	17.8%	22.2%	51.1%
56. Faculty are sufficiently involved in the selection of educational equipment.	A	B	C	D	E
	0%	8.9%	26.7%	31.1%	33.3%
57. Campus budget priorities are determined by systematic planning.	A	B	C	D	E
	4.4%	8.9%	22.2%	33.3%	31.1%

58. Norco attempts to meet the needs of programs and services based on the availability of financial resources.	A	B	C	D	E
	0%	6.7%	15.6%	44.4%	33.3%
59. Appropriate and timely budgetary information is provided regularly throughout Norco Campus.	A	B	C	D	E
	4.4%	8.9%	17.8%	42.2%	26.7%
60. Norco Campus uses resources wisely and fairly.	A	B	C	D	E
	2.2%	6.7%	15.6%	48.9%	26.7%
<b>Accreditation Standard IV: Leadership &amp; Governance</b>					
61. The Norco Academic Senate is effective in making recommendations to management and the governing Board regarding the 11 areas of shared governance.	A	B	C	D	E
	0%	2.6%	33.3%	28.2%	35.9%
62. The Norco Academic Planning Council (NAPC) is effective in making recommendations with respect to scheduling and academic planning.	A	B	C	D	E
	0%	2.7%	29.7%	35.1%	32.4%
63. The Norco Strategic Planning Committee (NSPC) is effective in making recommendations with respect to facilities, budget planning, and policies.	A	B	C	D	E
	0%	5.3%	21.1%	44.7%	28.9%
64. The Norco Strategic Planning Committee (NSPC) is an effective channel for staff ideas regarding institutional decision-making.	A	B	C	D	E
	0%	15.8%	23.7%	31.6%	28.9%
65. The CTA is effective in making recommendations regarding compensation and workload issues.	A	B	C	D	E
	2.6%	5.3%	7.9%	50%	34.2%
66. The CTA effectively communicates decisions and discussions taking place with regard to contract-related issues.	A	B	C	D	E
	7.9%	0%	10.5%	47.4%	34.2%
67. The Student Senate has a defined role in institutional governance.	A	B	C	D	E
	0%	7.9%	34.2%	31.6%	26.3%
68. Governing Board policies support the quality, integrity and effectiveness of student learning programs and services.	A	B	C	D	E
	0%	5.3%	39.5%	31.6%	23.7%
69. The Norco Campus President provides effective leadership for Norco.	A	B	C	D	E
	8.3%	5.6%	11.1%	36.1%	38.9%
70. I actively participate in shared governance through membership on the Norco Strategic Planning Committee. <b>A = YES; B = NO</b>	A	B			
	94.6%	5.4%			
71. I actively participate in shared governance through membership on the Norco Academic Planning Council. <b>A = YES; B = NO</b>	A	B			
	61.0%	38.9%			
72. I actively participate in shared governance through membership on the Norco Academic Senate. <b>A = YES; B = NO</b>	A	B			
	41.7%	58.3%			
73. I actively participate in shared governance through membership on the District Assessment and/or Program Review Committee. <b>A = YES; B = NO</b>	A	B			
	54.1%	45.9%			

**Norco Accreditation Survey Fall 2008  
 Summary**

**Part-Time Faculty**

**n = 66**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Strongly Disagree</b>	<b>Somewhat Disagree</b>	<b>No Opinion/ Don't Know</b>	<b>Somewhat Agree</b>	<b>Strongly Agree</b>

<b>Accreditation Standard I: Improving Institutional Effectiveness</b>					
7. I have read the Norco Mission Statement and understand it.	A	B	C	D	E
	9.2%	3.1%	10.8%	21.5%	55.4%
8. Norco's Mission Statement guides institutional planning.	A	B	C	D	E
	3.1%	1.6%	31.3%	32.8%	31.3%
9. Norco is committed to continuous improvements of the student learning process.	A	B	C	D	E
	1.5%	4.5%	12.1%	27.3%	54.5%
10. I have read the Norco Educational Master Plan and understand its goals.	A	B	C	D	E
	13.8%	9.2%	40%	15.4%	21.5%
11. Norco Educational Master Plan goals are regularly assessed and results shared with campus constituencies.	A	B	C	D	E
	3.1%	3.1%	49.2%	24.6%	20%
12. I understand the purpose and role of the Norco Academic Planning Council.	A	B	C	D	E
	7.7%	7.7%	43.1%	27.7%	13.8%
13. I understand the purpose and role of the Norco Strategic Planning Committee.	A	B	C	D	E
	7.8%	6.3%	46.9%	25%	14.1%
14. Institutional planning decisions are based on research data.	A	B	C	D	E
	0%	6.2%	47.7%	26.2%	20%
15. Institutional planning decisions are based on personal opinion(s)/agenda(s).	A	B	C	D	E
	6.2%	10.8%	52.3%	20%	10.8%
16. The information from the Office of Institutional Research (Fact Book, web site, planning and research reports) is helpful in getting the information I need.	A	B	C	D	E
	1.6%	10.9%	39.1%	23.4%	25%
17. Faculty present information fairly and objectively to students and others.	A	B	C	D	E
	1.6%	0%	12.5%	35.9%	50%
18. College staff present information fairly and objectively to students and others.	A	B	C	D	E
	0%	3%	15.2%	27.3%	54.5%
19. Academic freedom is upheld by Norco Campus.	A	B	C	D	E
	3%	0%	16.7%	31.8%	48.5%
20. Norco encourages the use of different teaching methodologies as a response to learning styles of students.	A	B	C	D	E
	1.5%	1.5%	18.5%	26.2%	52.3%
21. Norco assesses student learning outcomes for its courses, degrees, and/or programs.	A	B	C	D	E
	3%	3%	22.7%	31.8%	39.4%
22. Norco uses the results of its SLOs assessments to make improvements.	A	B	C	D	E
	3%	1.5%	30.3%	30.3%	34.8%

23. Norco relies on the faculty (and advisory committees when applicable) to determine competency levels and measurable student learning outcomes.	A	B	C	D	E
	1.5%	0%	27.3%	31.8%	39.4%
24. Norco provides clear and accurate information about courses, programs, degrees, and certificates to its students.	A	B	C	D	E
	1.5%	1.5%	9.1%	30.3%	57.6%
25. Student support services make significant contributions to student success (e.g., retention, transfers).	A	B	C	D	E
	1.5%	1.5%	27.3%	31.8%	37.9%
26. Information on all of the programs available to students at Norco should be listed in a Norco college catalog.	A	B	C	D	E
	1.5%	0%	9.1%	19.7%	69.7%
27. Norco Campus evaluates the learning support needs of its students based upon learner outcomes in order to provide services and programs to address those needs.	A	B	C	D	E
	1.5%	1.5%	34.8%	31.8%	30.3%
28. Counselors and instructors communicate to make sure that students receive accurate information about courses and programs.	A	B	C	D	E
	3.1%	7.7%	32.3%	26.2%	30.8%
29. The library's support for instructional programs contributes to student learning outcomes.	A	B	C	D	E
	0%	1.5%	37.9%	22.7%	37.9%
30. The library collection has enough breadth to meet the needs of my students.	A	B	C	D	E
	4.5%	10.6%	36.4%	28.8%	19.7%
31. In general, the library is sufficiently responsive to faculty input.	A	B	C	D	E
	0%	4.5%	45.5%	25.8%	24.2%
32. Norco Campus provides programs and services that enhance understanding and appreciation of diversity on campus.	A	B	C	D	E
	0%	6.1%	30.3%	37.9%	25.8%
33. On-campus labs (Writing/Reading Center, math lab, computer lab) provided by Norco Campus support the attainment of student learning outcomes.	A	B	C	D	E
	1.5%	1.5%	21.2%	30.3%	45.5%
34. Tutoring services provided by Norco Campus support the attainment of student learning outcomes.	A	B	C	D	E
	0%	4.5%	22.7%	31.8%	40.9%
35. Norco Campus provides technology development and training for faculty and staff on a regular basis.	A	B	C	D	E
	3%	4.5%	36.4%	25.8%	30.3%
<b>Accreditation Standard III: Resources</b>					
36. There are sufficient numbers of qualified faculty to support college programs.	A	B	C	D	E
	7.6%	7.6%	39.4%	28.8%	16.7%
37. There are sufficient numbers of qualified staff to support college services.	A	B	C	D	E
	1.5%	9.1%	34.8%	34.8%	19.7%
38. Personnel search and selection processes are fair to all applicants.	A	B	C	D	E
	0%	9.2%	46.2%	23.1%	21.5%
39. Search and selection processes are likely to result in hiring personnel who will effectively advance the mission of Norco Campus.	A	B	C	D	E
	0%	4.6%	44.6%	30.8%	20%
40. Evaluation processes are effective in improving the quality of job performance of staff.	A	B	C	D	E
	1.5%	6.2%	36.9%	27.7%	27.7%
41. Evaluation processes are effective in improving the quality of job performance of faculty.	A	B	C	D	E
	1.5%	6.1%	25.8%	34.8%	31.8%

42. Evaluation processes are effective in improving the quality of job performance of administrators/managers.	A	B	C	D	E
	1.5%	6.1%	51.5%	19.7%	21.2%
43. Norco Campus provides sufficient opportunities for professional development.	A	B	C	D	E
	3%	6.1%	33.3%	34.8%	22.7%
44. The District's policies and practices demonstrate appropriate concern for issues of equity and diversity.	A	B	C	D	E
	0%	4.5%	30.3%	40.9%	24.2%
45. Norco links staffing decisions to its strategic planning committees.	A	B	C	D	E
	0%	1.5%	68.2%	15.2%	15.2%
46. The campus has adequate physical accommodations for people with disabilities.	A	B	C	D	E
	0%	1.5%	24.2%	34.8%	39.4%
47. I feel safe on campus during the day.	A	B	C	D	E
	1.5%	0%	7.6%	25.8%	65.2%
48. I feel safe on campus at night.	A	B	C	D	E
	0%	4.5%	19.7%	33.3%	42.4%
49. Overall, the campus buildings provide a safe and healthy environment in which to work and learn. <i>[On the back of the answer key, please list examples of any campus facility that is <u>not</u> a safe and/or healthy environment.]</i>	A	B	C	D	E
	1.5%	1.5%	6.1%	36.4%	54.5%
50. Overall, the campus landscaped areas are attractive and safe. <i>[On the back of the answer key, please list any examples of landscaped areas that are <u>not</u> safe or attractive, other than temporary construction activities.]</i>	A	B	C	D	E
	1.5%	6.1%	6.1%	36.4%	50%
51. In my office, the equipment, software and network connections used to support teaching are adequate and well maintained.	A	B	C	D	E
	6.3%	6.3%	64.1%	12.5%	10.9%
52. In my classroom, the equipment, software and network connections used to support teaching are adequate and well maintained.	A	B	C	D	E
	9.2%	9.2%	20%	38.5%	23.1%
53. The instructional equipment supplied by the IMC and used to support teaching in my classroom(s) is adequate and well maintained.	A	B	C	D	E
	4.6%	7.7%	23.1%	36.9%	27.7%
54. IMC responds to service requests with adequate speed.	A	B	C	D	E
	3.1%	3.1%	35.4%	24.6%	33.8%
55. Computing Services responds to service requests with adequate speed.	A	B	C	D	E
	1.5%	1.5%	41.5%	27.7%	27.7%
56. Faculty are sufficiently involved in the selection of educational equipment.	A	B	C	D	E
	3.1%	4.6%	61.5%	16.9%	13.8%
57. Campus budget priorities are determined by systematic planning.	A	B	C	D	E
	0%	3.1%	73.8%	10.8%	12.3%
58. Norco attempts to meet the needs of programs and services based on the availability of financial resources.	A	B	C	D	E
	1.5%	0%	56.9%	20%	21.5%
59. Appropriate and timely budgetary information is provided regularly throughout Norco Campus.	A	B	C	D	E
	3.1%	1.5%	61.5%	13.8%	20%
60. Norco Campus uses resources wisely and fairly.	A	B	C	D	E
	1.5%	4.6%	47.7%	26.2%	20%

<b>Accreditation Standard IV: Leadership &amp; Governance</b>					
61. The Norco Academic Senate is effective in making recommendations to management and the governing Board regarding the 11 areas of shared governance.	A	B	C	D	E
	0%	0%	76.3%	11.9%	11.9%
62. The Norco Academic Planning Council (NAPC) is effective in making recommendations with respect to scheduling and academic planning.	A	B	C	D	E
	0%	0%	72.9%	13.6%	13.6%
63. The Norco Strategic Planning Committee (NSPC) is effective in making recommendations with respect to facilities, budget planning, and policies.	A	B	C	D	E
	0%	0%	72.9%	13.6%	13.6%
64. The Norco Strategic Planning Committee (NSPC) is an effective channel for staff ideas regarding institutional decision-making.	A	B	C	D	E
	0%	0%	74.6%	11.9%	13.6%
65. The CTA is effective in making recommendations regarding compensation and workload issues.	A	B	C	D	E
	0%	5.1%	44.1%	32.2%	18.6%
66. The CTA effectively communicates decisions and discussions taking place with regard to contract-related issues.	A	B	C	D	E
	0%	5.1%	44.1%	27.1%	23.7%
67. The Student Senate has a defined role in institutional governance.	A	B	C	D	E
	0%	0%	67.8%	13.6%	18.6%
68. Governing Board policies support the quality, integrity and effectiveness of student learning programs and services.	A	B	C	D	E
	0%	1.7%	55.9%	22%	20.3%
69. The Norco Campus President provides effective leadership for Norco.	A	B	C	D	E
	1.7%	3.4%	34.5%	20.7%	39.7%

## Norco Accreditation Survey Fall 2008 Summary

### Staff

n = 21

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Strongly Disagree</b>	<b>Somewhat Disagree</b>	<b>No Opinion/ Don't Know</b>	<b>Somewhat Agree</b>	<b>Strongly Agree</b>

<b>Accreditation Standard I: Improving Institutional Effectiveness</b>					
7. I have read the Norco Mission Statement and understand it.	A	B	C	D	E
	0%	4.3%	13%	26.1%	56.5%
8. Norco's Mission Statement guides institutional planning.	A	B	C	D	E
	0%	13%	21.7%	34.8%	30.4%
9. Norco is committed to continuous improvements of the student learning process.	A	B	C	D	E
	0%	17.4%	4.3%	8.7%	69.6%
10. I have read the Norco Educational Master Plan and understand its goals.	A	B	C	D	E
	8.7%	13%	34.8%	30.4%	13%
11. Norco Educational Master Plan goals are regularly assessed and results shared with campus constituencies.	A	B	C	D	E
	8.7%	13%	21.7%	30.4%	26.1%
12. I understand the purpose and role of the Norco Academic Planning Council.	A	B	C	D	E
	17.4%	4.3%	21.7%	30.4%	26.1%
13. I understand the purpose and role of the Norco Strategic Planning Committee.	A	B	C	D	E
	0%	0%	30.4%	30.4%	39.1%
14. Institutional planning decisions are based on research data.	A	B	C	D	E
	8.7%	8.7%	21.7%	34.8%	26.1%
15. Institutional planning decisions are based on personal opinion(s)/agenda(s).	A	B	C	D	E
	13%	17.4%	30.4%	17.4%	21.7%
16. The information from the Office of Institutional Research (Fact Book, web site, planning and research reports) is helpful in getting the information I need.	A	B	C	D	E
	8.7%	8.7%	52.2%	21.7%	8.7%
17. Faculty present information fairly and objectively to students and others.	A	B	C	D	E
	4.3%	0%	34.8%	52.2%	8.7%
18. College staff present information fairly and objectively to students and others.	A	B	C	D	E
	4.3%	8.7%	0%	69.6%	17.4%
19. Academic freedom is upheld by Norco Campus.	A	B	C	D	E
	4.3%	4.3%	26.1%	26.1%	39.1%
20. Norco assesses student learning outcomes for its courses and programs.	A	B	C	D	E
	4.3%	4.3%	26.1%	26.1%	39.1%
21. Norco uses the results of its SLOs assessments to make improvements.	A	B	C	D	E
	0%	26.1%	13%	30.4%	30.4%
22. Norco provides clear and accurate information about courses, programs, degrees, and certificates to its students.	A	B	C	D	E
	4.3%	4.3%	8.7%	47.8%	34.8%
23. Student support services make significant contributions to student success (e.g. retention, transfers).	A	B	C	D	E
	0%	8.7%	0%	21.7%	69.6%



24. Information on all of the programs available to students at Norco should be listed in a Norco college catalog.	A	B	C	D	E
	0%	4.3%	17.4%	8.7%	69.6%
25. Norco Campus evaluates the learning support needs of its students based upon learner outcomes in order to provide services and programs to address those needs.	A	B	C	D	E
	4.3%	17.4%	26.1%	26.1%	26.1%
26. Norco Campus provides programs and services that enhance understanding and appreciation of diversity on campus.	A	B	C	D	E
	0%	13%	4.3%	52.2%	30.4%
27. On-campus labs (Writing/Reading Center, math lab, computer lab) provided by Norco Campus support the attainment of student learning outcomes.	A	B	C	D	E
	0%	8.7%	17.4%	39.1%	34.8%
28. Tutoring services provided by Norco Campus support the attainment of student learning outcomes.	A	B	C	D	E
	0%	0%	17.4%	39.1%	43.5%
29. Norco Campus provides technology development and training for faculty and staff on a regular basis.	A	B	C	D	E
	13%	21.7%	8.7%	39.1%	17.4%
<b>Accreditation Standard III: Resources</b>					
30. There are sufficient numbers of qualified faculty to support college programs.	A	B	C	D	E
	21.7%	4.3%	30.4%	30.4%	13%
31. There are sufficient numbers of qualified staff to support college services.	A	B	C	D	E
	30.4%	21.7%	8.7%	26.1%	13%
32. Personnel search and selection processes are fair to all applicants.	A	B	C	D	E
	13%	26.1%	13%	34.8%	13%
33. Search and selection processes are likely to result in hiring personnel who will effectively advance the mission of Norco Campus.	A	B	C	D	E
	4.3%	30.4%	8.7%	39.1%	17.4%
34. Evaluation processes are effective in improving the quality of job performance of staff.	A	B	C	D	E
	21.7%	21.7%	4.3%	43.5%	8.7%
35. Evaluation processes are effective in improving the quality of job performance of faculty.	A	B	C	D	E
	4.3%	8.7%	52.2%	30.4%	4.3%
36. Evaluation processes are effective in improving the quality of job performance of administrators/managers.	A	B	C	D	E
	13%	13%	30.4%	43.5%	0%
37. Norco Campus provides sufficient opportunities for professional development.	A	B	C	D	E
	13%	0%	21.7%	39.1%	26.1%
38. The District's policies and practices demonstrate appropriate concern for issues of equity and diversity.	A	B	C	D	E
	8.7%	4.3%	17.4%	47.8%	21.7%
39. Norco links staffing decisions to its strategic planning committees.	A	B	C	D	E
	17.4%	0%	30.4%	30.4%	21.7%
40. The campus has adequate physical accommodations for people with disabilities.	A	B	C	D	E
	4.3%	8.7%	8.7%	39.1%	39.1%
41. I feel safe on campus during the day.	A	B	C	D	E
	0%	13%	0%	26.1%	60.9%
42. I feel safe on campus at night.	A	B	C	D	E
	17.4%	4.3%	17.4%	30.4%	30.4%

43. Overall, the campus buildings provide a safe and healthy environment in which to work and learn. <i>[On the back of the answer key, please list examples of any campus facility that is <u>not</u> a safe and/or healthy environment.]</i>	A	B	C	D	E
	4.3%	13%	13%	34.8%	34.8%
44. Overall, the campus landscaped areas are attractive and safe. <i>[On the back of the answer key, please list any examples of landscaped areas that are <u>not</u> safe or attractive, other than temporary construction activities.]</i>	A	B	C	D	E
	0%	21.7%	0%	34.8%	43.5%
45. In my office, the equipment, software and network connections used to support teaching are adequate and well maintained.	A	B	C	D	E
	8.7%	4.3%	21.7%	34.8%	30.4%
46. Computing Services responds to service requests with adequate speed.	A	B	C	D	E
	4.3%	4.3%	8.7%	34.8%	47.8%
47. Campus budget priorities are determined by systematic planning.	A	B	C	D	E
	8.7%	8.7%	39.1%	26.1%	17.4%
48. Norco attempts to meet the needs of programs and services based on the availability of financial resources.	A	B	C	D	E
	0%	4.3%	21.7%	60.9%	13%
49. Appropriate and timely budgetary information is provided regularly throughout Norco Campus.	A	B	C	D	E
	13%	8.7%	17.4%	47.8%	13%
50. Norco Campus uses resources wisely and fairly.	A	B	C	D	E
	8.7%	26.1%	8.7%	34.8%	21.7%
<b>Accreditation Standard IV: Leadership &amp; Governance</b>					
51. The Norco Academic Planning Council (NAPC) is effective in making recommendations with respect to scheduling and academic planning.	A	B	C	D	E
	0%	4.3%	65.2%	21.7%	8.7%
52. The Norco Strategic Planning Committee (NSPC) is effective in making recommendations with respect to facilities, budget planning, and policies.	A	B	C	D	E
	4.3%	4.3%	43.5%	26.1%	21.7%
53. The Norco Strategic Planning Committee (NSPC) is an effective channel for staff ideas regarding institutional decision-making.	A	B	C	D	E
	8.7%	4.3%	34.8%	30.4%	21.7%
54. The CSEA is effective in making recommendations regarding compensation and workload issues.	A	B	C	D	E
	4.3%	4.3%	17.4%	47.8%	26.1%
55. The CSEA effectively communicates decisions and discussions taking place with regard to contract-related issues.	A	B	C	D	E
	8.7%	4.3%	13%	34.8%	39.1%
56. The Student Senate has a defined role in institutional governance.	A	B	C	D	E
	4.3%	4.3%	60.9%	13%	17.4%
57. Governing Board policies support the quality, integrity and effectiveness of student learning programs and services.	A	B	C	D	E
	0%	4.3%	47.8%	26.1%	21.7%
58. The Norco Campus President provides effective leadership for Norco.	A	B	C	D	E
	4.3%	0%	8.7%	30.4%	56.5%
59. I actively participate in shared governance through membership on the Norco Strategic Planning Committee. <b>A = YES; B = NO</b>	A	B			
	59.1%	40.9%			

## Norco Accreditation Survey Fall 2008 Summary

### Students

n = 333

A	B	C	D	E
Strongly Disagree	Somewhat Disagree	No Opinion/ Don't Know	Somewhat Agree	Strongly Agree

Accreditation Standard I: Improving Institutional Effectiveness					
1. Norco's college publications (class schedule, student handbook, catalog, etc.) provide current and accurate information.	A	B	C	D	E
	5.8%	4.2%	7.6%	28.5%	53.9%
2. In general, instructional methods at Norco are compatible with my learning needs.	A	B	C	D	E
	3.9%	7.9%	8.5%	40.5%	39.3%
3. I know where to find information concerning students' rights and responsibilities.	A	B	C	D	E
	7.9%	10.3%	22.4%	26.7%	32.7%
4. I know where to find information concerning Norco student services, student government, etc.	A	B	C	D	E
	6.9%	7.6%	15.7%	26.3%	43.5%
5. Norco Campus clearly states and publicizes the role of students in institutional governance.	A	B	C	D	E
	5.4%	9.9%	36.1%	25.6%	22.9%
Accreditation Standard II: Student Learning Programs and Services					
6. In general, Norco faculty members attempt to be fair and objective in their presentation of course materials.	A	B	C	D	E
	4.2%	6.9%	7.5%	38.6%	42.8%
7. In general, my instructors seem to know about current issues in their field of expertise.	A	B	C	D	E
	3.9%	3.3%	6.6%	25.3%	60.8%
8. In general, my instructors clearly define how I will be graded.	A	B	C	D	E
	4.5%	4.5%	4.8%	29.9%	56.2%
9. The course syllabi I receive clearly specify the subject matter to be covered in a class and the skills or knowledge to be acquired by students.	A	B	C	D	E
	5.4%	6%	2.4%	26.5%	59.6%
10. The quality of instruction I receive in most of my classes is excellent.	A	B	C	D	E
	2.7%	8.2%	6.4%	43.3%	39.3%
11. Faculty are fair and unbiased in their treatment of individual students.	A	B	C	D	E
	4.5%	8.4%	10.5%	30.3%	46.2%
12. Faculty are usually available after class and during office hours.	A	B	C	D	E
	4.5%	4.8%	14.8%	28.2%	47.6%
13. Norco faculty foster an open environment for student-teacher discussion of ideas related to course content.	A	B	C	D	E
	3.9%	4.2%	15.5%	31.8%	44.5%
14. College office staff present information fairly and objectively to students and others.	A	B	C	D	E
	3.6%	4.8%	16%	33.7%	41.9%
15. Academic freedom is upheld by Norco Campus.	A	B	C	D	E
	4.5%	3.9%	18.7%	30.2%	42.6%
16. Norco provides clear and accurate information about courses, programs, degrees, and certificates to its students.	A	B	C	D	E
	4.2%	7.6%	12.4%	30.3%	45.5%
17. Policies and procedures regarding registration and course selection are clear and well publicized.	A	B	C	D	E
	4.2%	9%	7.5%	30.7%	48.5%

## List of Acronyms

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- AOC** – Assessment/Orientation/Counseling
- BAM** – Budget Allocation Model
- CalWORKs** – California Work Opportunity and Responsibility to Kids
- CCSEQ** – Community College Student Experiences Questionnaire
- COR** – Course Outline of Record
- DAC** – District Assessment Committee
- ELL** – English Language Learner
- IGETC** – Intersegmental General Education Transfer Curriculum
- IMC** – Instructional Media Center
- IPEDS** – Integrated Postsecondary Educational Data System
- NACP** – Norco Academic Planning Council
- NAMP** – Norco Educational Master Plan
- NSPC** – Norco Strategic Planning Committee
- OIR** – Office of Institutional Research
- OSCAR** – Online Services for Curriculum and Articulation Review
- SLO** – Student Learning Outcome
- SAO** – Service Area Outcome
- Title V** – Hispanic Servicing Institutions (US Department of Education)
- TANF** – Temporary Assistance for Needy Families
- WIA** – Workforce Investment Act

18. The college website (rcc.edu) is a source of accurate, helpful information.	A 6%	B 6.3%	C 7.2%	D 29.1%	E 51.4%
19. The online process for applying to the college is easy to use.	A 4.5%	B 6.3%	C 8.4%	D 23.1%	E 57.7%
20. The online process for registering for classes (WebAdvisor) is easy to use.	A 4.8%	B 5.1%	C 5.4%	D 27.9%	E 56.8%
21. Information on all of the programs available to students at Norco should be listed in a Norco college catalog.	A 4.8%	B 3.9%	C 11.5%	D 17.2%	E 62.5%
22. I am aware that there is a code which governs expectations regarding student conduct (sexual harassment, cheating, etc.).	A 4.8%	B 2.7%	C 13.6%	D 22%	E 56.9%
23. There are consequences for unethical behavior among students.	A 4.8%	B 3%	C 19.3%	D 23.8%	E 49.1%
24. General education courses are offered in sufficient numbers and at various times for me to complete my program or area of interest within a reasonable period of time.	A 7.3%	B 17.6%	C 11.9%	D 33.1%	E 30.1%
25. Courses in my "major" are offered in sufficient numbers and at various times for me to complete my program or area of interest within a reasonable period of time.	A 11.3%	B 17.4%	C 15.2%	D 33.8%	E 22.3%
26. In general, classes are scheduled at times that are convenient for me.	A 7.6%	B 14.6%	C 9.1%	D 38.6%	E 30.1%
27. Various Norco student support services (counseling, library, tutorial services, etc.) are open enough hours and days of the week to allow me adequate assistance for my educational needs.	A 4.3%	B 10%	C 13.1%	D 33.7%	E 38.9%
28. Norco Campus provides courses and services that enhance understanding and appreciation of different points of view, different ethnic groups, etc.	A 3.4%	B 3.7%	C 22.6%	D 33.5%	E 36.9%
29. The Norco Library's collection, such as books, magazines, and media resources, is adequate to meet my educational needs.	A 4.5%	B 9.1%	C 22.4%	D 30.3%	E 33.6%
30. Disabled Student Services effectively assists disabled students with classes, tests, etc.	A 3%	B 2.1%	C 40.1%	D 18.8%	E 35.9%
31. The campus labs (writing center, computer lab, math lab) have helpful faculty and staff ready to assist students in using the computers in order to do their assignments.	A 4.5%	B 4.5%	C 20%	D 30.3%	E 40.6%
32. The computer labs at Norco are open enough hours and days of the week to allow adequate access for my educational needs.	A 3.9%	B 6.4%	C 19.4%	D 32.1%	E 38.2%
33. Students receive adequate academic advising at Norco Campus.	A 4.9%	B 11%	C 17.4%	D 32.6%	E 34.1%
34. The counseling staff assists students in understanding courses, degrees, majors, and educational plans.	A 7%	B 12.1%	C 13.6%	D 29.7%	E 37.6%
35. My counselor is knowledgeable about the transfer requirements of other schools.	A 7.3%	B 9.1%	C 18%	D 22.6%	E 43%
36. I am aware of the various financial aid opportunities available to me at Norco Campus.	A 7%	B 7.9%	C 21.2%	D 30.9%	E 33%

37. There are convenient ways of paying my school bill.	A B C D E 4.3% 5.2% 15.5% 31.9% 43.2%
38. Tutoring services provided by Norco Campus provide effective assistance to students needing additional help with classes.	A B C D E 2.5% 5.2% 27.9% 26.7% 37.7%
39. Norco supports various co-curricular activities that foster the intellectual, ethical, and personal development of all of its students.	A B C D E 3.3% 5.2% 30.4% 26.4% 34.7%
40. I am able to experience intellectual growth and personal development here.	A B C D E 4.6% 5.2% 11% 35.7% 43.6%
41. Students feel welcome on this campus.	A B C D E 3.9% 4.8% 10.9% 33.9% 46.4%
<b>Accreditation Standard III: Resources</b>	
42. In general, the classrooms at Norco are large enough to comfortably accommodate all students enrolled in a given course.	A B C D E 6.1% 10.6% 11.5% 36.7% 35.2%
43. In the courses which require a lab, the equipment provided is adequate to meet the needs of the course.	A B C D E 4.6% 2.7% 29% 25.9% 37.8%
44. In general, computer equipment and support on Norco campus are adequate to meet my educational needs.	A B C D E 4% 4% 14.9% 32.2% 45%
45. The Norco campus has adequate physical accommodations for people with disabilities.	A B C D E 3% 3.6% 34.3% 21.6% 37.4%
46. The lighting at Norco Campus is adequately provided at appropriate times.	A B C D E 4.9% 7.9% 13.4% 31.9% 41.9%
47. I feel safe on this campus during the day.	A B C D E 2.7% 2.1% 8.8% 23.8% 62.5%
48. I feel safe on this campus at night.	A B C D E 5.8% 8.5% 20.1% 28.6% 37.1%
49. Campus restrooms are clean and sanitary.	A B C D E 3% 8.2% 8.5% 36.2% 44.1%
50. Overall, the Norco campus buildings provide a safe and healthy environment in which to work and learn. <i>[On the back of the answer key, please list examples of any campus facility that is <u>not</u> a safe and/or healthy environment.]</i>	A B C D E 2.4% 3.1% 8.6% 32.4% 53.5%
51. Overall, the Norco campus landscaped areas are attractive and safe. <i>[On the back of the answer key, please list any examples of landscaped areas that are <u>not</u> safe or attractive, other than temporary construction activities.]</i>	A B C D E 5.6% 7.5% 10.7% 28.2% 48%
<b>Accreditation Standard IV: Leadership &amp; Governance</b>	
52. The Student Senate has a defined role in Campus governance.	A B C D E 5.4% 6.9% 50.2% 14.5% 23%
53. Opportunities to participate in college governance are readily available.	A B C D E 5.6% 8.3% 46.2% 13.9% 25.9%

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-3

Date: June 16, 2009

Subject: Moreno Valley Accreditation

Background: Presented for the Board's review and consideration is the Institutional Self Study Report for Moreno Valley in support of initial accreditation. The report will be submitted to the Accrediting Commission for Community and Junior Colleges Western Association of Schools and Colleges.

Recommended Action: It is recommended that the Board of Trustees approve the 2009 Institutional Self Study Report for Moreno Valley.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte Perez  
President, Moreno Valley Campus

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-4

Date: June 16, 2009

Subject: TriTech Small Business Development Center Services

Background: Attached for the Board's review and consideration is a renewal agreement between Riverside Community College District and California State University Fullerton Auxiliary Services Corporation (CSUF ASC) which allows for the continuing operation of Riverside Community College District's TriTech Small Business Development Center that provides business counseling and training services to grow the high technology business sector within Riverside, San Bernardino and Orange Counties. The term of the subcontract is January 1, 2009 through December 31, 2009. Funding source: United States Small Business Administration /California State University Fullerton Auxiliary Services Corporation.

Recommended Action: It is recommended that the Board of Trustees ratify the subcontract with California State University Fullerton Auxiliary Services Corporation which provides business counseling and training services, at no cost to the District, and authorize the Vice Chancellor, Administration and Finance, to sign the subcontract.

Irving G. Hendrick  
Interim Chancellor

Prepared by: John Tillquist  
Dean, Technology and Economic Development



SUBCONTRACT  
BETWEEN  
CSU FULLERTON AUXILIARY SERVICES CORPORATION  
AND  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

This Subcontract is entered into by and between Riverside Community College District, (hereinafter "CONTRACTOR"), a community college district and host administrative agent for Tri-Tech Small Business Development Center, (hereafter "Tri-Tech SBDC") organization located in Riverside, California and CSU Fullerton Auxiliary Services Corporation (hereinafter "ASC") a non-profit auxiliary corporation and fiscal agent of California State University, Fullerton located in Fullerton, California to provide funding for the project entitled, "Small Business Development Center."

RECITALS

- A. WHEREAS, ASC as the prime awardee of Cooperative Agreement Number 9-603001-Z-0066-07 issued by the U.S. Small Business Administration for the project "Small Business Development Center," CONTRACTOR and any additional Subcontractors retained by CONTRACTOR agree to abide by all of the terms and conditions of the Prime Award, incorporated as Exhibit C.
- B. WHEREAS, ASC desires to retain a contractor to perform services specified in Exhibit A (Scope of Work) and Exhibit B (Budget Justification), as incorporated by reference here with; and,
- C. WHEREAS, in undertaking the performance of this Subcontract, CONTRACTOR represents that it is knowledgeable in its field and that any services performed by CONTRACTOR under this Subcontract will be performed in compliance with such standards as may reasonably be expected; and,

NOW, THEREFORE, in consideration of the mutual and representative promises and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. Principal Contacts.

- 1.1 The Principal Investigator for ASC is considered the principal contact responsible for directing the project and budget expenditures under this Subcontract. Dr. Khanin, Dmitry, California State University, Fullerton (CSUF) will serve as the Principal Investigator and may be reached at (714) 278-5569 or dkhanin@fullerton.edu.
- 1.2 Mrs. Cheng, Shou-Yinn (Pearl), Director, Sponsored Programs Office, ASC, shall serve as administrative contact and may be contacted at the following:

CSU Fullerton Auxiliary Services Corporation (“ASC”)  
2600 Nutwood Ave., Suite 275  
Fullerton, CA 92831  
Phone: 714-278-4103  
[pcheng@fullerton.edu](mailto:pcheng@fullerton.edu)

1.3 Mark Mitchell, Director, Riverside Community College District, shall serve as the principal administrative contact on behalf of CONTRACTOR, and may be contacted at the following:

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506-1299  
Phone: 951-571-6477  
Email: [mark.j.mitchell@rcc.edu](mailto:mark.j.mitchell@rcc.edu)

1.4 Changes in Principal Contacts must be prior approved in writing by William M. Dickerson, Executive Director of the CSU Fullerton Auxiliary Services Corporation and by Dr. James Buysse, Vice Chancellor, Administration and Finance of Riverside Community College District, or their respective designees.

2. Scope of Work. CONTRACTOR shall be responsible for the specific tasks described in the Scope of Work which is attached as Exhibit A, and is incorporated by reference hereto.

3. Term of Contract. The period of performance of this contract shall be from 1/1/2009 to 12/31/2009 subject to extension by mutual agreement.

4. Compensation. In consideration of the work to be conducted by CONTRACTOR per Section 2, ASC shall pay CONTRACTOR an amount not to exceed Two Hundred Seventy Seven Thousand, Seven Hundred Eighty Seven (\$ 277,787) dollars.

5. Matching Funds Requirement. CONTRACTOR shall provide total Matching Funds of \$280,977 of which \$143,834 is cash match and \$137,143 is in-kind match as provided in Exhibit B.

5.1 The minimum Cash Match required of CONTRACTOR pursuant to this Subcontract is One Hundred Forty Three Thousand, Eight Hundred Thirty Four (\$143,834) dollars.

5.2 The minimum In-Kind Contributions required of CONTRACTOR pursuant to this Subcontract is One Hundred Thirty Seven Thousand, One Hundred Forty Three (\$137,143) dollars.

6. Delivery. All materials and services called for under this Subcontract shall be completed and delivered to ASC on or before 12/31/2009, unless extended by a prior mutual written authorization.
7. Allowable Costs and Fees. Allowable costs and fees eligible for reimbursement to the CONTRACTOR for performance of this Subcontract shall be determined in accordance with the terms of this Subcontract, including attached Exhibits and the requirements of the Prime Sponsor.
8. Invoicing. CONTRACTOR shall invoice ASC for actual expenses incurred in accordance with the attached Budget provided as Exhibit B.
  - 8.1 CONTRACTOR will submit itemized invoices to ASC not more often than quarterly. Each invoice shall include an itemized list of the tasks completed consistent with the scope of work provided as Exhibit A, dates of task completion, and an original signature of an authorized agent of CONTRACTOR.
  - 8.2 ASC may return invoices to CONTRACTOR for correction and resubmission prior to payment. ASC agrees to pay all invoices within thirty (30) days upon receipt.
  - 8.3 Invoices shall be sent to:  
Attn: Cheng, Shou-Yinn (Pearl)  
Director, Sponsored Programs Office  
2600 Nutwood Ave., Suite 275  
Fullerton, CA 92831
9. Termination of Subcontract. Either party may terminate this Subcontract upon thirty (30) days advance written notice to the other party. Upon termination of this Subcontract, ASC agrees to compensate CONTRACTOR all non-avoidable expenses reasonably incurred by CONTRACTOR in the performance of its work under this Subcontract by the date of termination, and CONTRACTOR agrees to provide the deliverables through the date of termination as provided in Section 5.
10. Modification or Waiver. No part of this Subcontract shall be modified without the express written consent of both parties. The waiver by one party of any breach of any term or condition of this Subcontract shall not be construed as a waiver of any similar or other breach of any term or condition of this Subcontract. Nor shall said waiver be construed as a continuing waiver of the original breach.
11. Independent Contractor. CONTRACTOR shall, during the entire term of this Subcontract, be construed to be an independent contractor and not an employee of ASC. This Subcontract is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow ASC to exercise discretion or control over the professional manner in which CONTRACTOR performs the services that are the subject matter of this Subcontract. The services, however, to be provided by SUBCONTRACTOR shall be provided in a manner consistent with all applicable

standards and regulations governing such services. CONTRACTOR shall pay all salaries and wages employees' social security, taxes unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

12. Assignment. No part of this Subcontract may be assigned by either party without the prior written consent of the parties.

13. Indemnification. CONTRACTOR shall defend, indemnify and hold ASC, CSUF, the California State University System, their officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents or employees.

ASC shall defend, indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ASC, its officers, agents or employees.

14. Insurance. Without limiting the parties indemnification, CONTRACTOR warrants that it has and will maintain Workers' compensation insurance coverage of not less than one million dollars (\$1,000,000) per accident; General Liability insurance of not less than one million dollars (\$1,000,000), and Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.

15. Force Majeure. If by reason of force majeure (as defined below) the CONTRACTOR'S performance hereunder is delayed, hampered or prevented, then the performance by the CONTRACTOR shall be extended for the amount of time of such delay or prevention. The term "Force Majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest; embargo, riot, war, insurrection or civil unrest; any act of God, any act of legally constituted authority; or any other cause beyond CONTRACTOR'S control which would excuse the party's performance as a matter of law.

16. Notice of Force Majeure. Subcontractor agrees to give written notice of an event of force majeure under this Paragraph within ten (10) days of the commencement of such event and within ten (10) days after the termination of such event. However, inadvertent failure to give notice shall not bar a party from giving such notice within a reasonable time thereafter.

17. Nondiscrimination. CONTRACTOR shall comply with all applicable federal and state laws and statutes related to nondiscrimination, including those Acts and

amendments prohibiting discrimination on the basis of race, color, natural origin, gender, handicap or disability, sexual preference, drug addiction and alcoholism.

## 18. Certifications and Assurances

A. Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - The CONTRACTOR certifies by signature to this Agreement that it is not suspended, debarred, or otherwise ineligible from entering into funding agreements with any department or other agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. In the event of being suspended, debarred or otherwise declared ineligible by any other department of agency of the Federal Government, or upon notice of a proposed debarment of suspension, the SUBCONTRACTOR shall provide immediate written notice to ASC. If, during the performance period of this Subcontract, the status of the SUBCONTRACTOR changes relative to any of these certifications, it shall immediately notify ASC in writing and include an explanation of the changes.

B. Certification Regarding Lobbying - In the event funds allotted under this Agreement are expected to exceed \$100,000, by signature to this Agreement, CONTRACTOR certifies that it is in compliance with the requirements of Section 1352, Title 31, U.S. Code which limits the use of appropriated funds to influence certain federal contracting and financial transactions.

C. Drug Free Workplace - By signature to this Agreement, CONTRACTOR certifies that it will comply with the Drug Free Workplace Act of 1988 and its implementing regulations as amended.

D. Misconduct in Science Assurance - The CONTRACTOR hereby gives assurance that an administrative review process has been established regarding procedures for dealing with and reporting possible misconduct in science and reporting requirements of the published scientific misconduct regulations will be followed.

E. Americans With Disabilities Act - By signature of this Agreement, CONTRACTOR certifies that it complies with the Americans with Disabilities Act of 1990 (42 USC 12101, et. seq.) and all implementing regulations. CONTRACTOR agrees to insert the provision of this Article in all subcontracts and purchase orders hereunder.

F. Davis-Bacon and Related Acts – If applicable, by signing this Agreement, CONTRACTOR certifies that it complies with the Davis-Bacon act and warrants proper wages are applied to federally-funded or assisted construction projects.

19. Retention of Records. CONTRACTOR agrees to maintain and preserve all records relative to this Subcontract, for three (3) years after termination. CONTRACTOR agrees to permit ASC's duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers, and

records related to this Subcontract. Furthermore, all records related to this Subcontract shall be reasonably available for inspection by the State of California pursuant to Government Code § 8546.7 which states in pertinent part: "...every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, ... or by any other public entity, including a city, county..., shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract."

20. Audit. The books and accounts, files, and other records of the CONTRACTOR which are applicable to this Subcontract at all times shall be available for inspection, review, and audit by the ASC and the U.S. Government and its representatives to determine the proper application and use of all funds paid to or for the account or benefit of the CONTRACTOR.

The CONTRACTOR assumes sole responsibility for reimbursement to the agency funding the prime award a sum of money equivalent to the amount of any expenditures disallowed should the funding agency or an authorized agency rule through audit exception or some other appropriate means, that expenditures from funds allocated to the CONTRACTOR for direct and/or indirect costs were not made in compliance with the applicable cost principles, regulations of the funding agency, or the provisions of this Subcontract.

CONTRACTOR agrees to comply with the requirements of OMB Circular A-133. CONTRACTOR further agrees to provide ASC with a copy of the independent auditors' report within thirty (30) days of its issuance. If the report contains instances of non-compliance with federal laws and regulations which bear directly on the performance or administration of this Subcontract, the CONTRACTOR shall provide ASC copies of responses to auditors' reports, a plan for corrective action, and auditors' response that the noncompliance has been resolved. All reports prepared in accord with the requirements of OMB Circular A-133 shall be available for inspection by representatives of ASC or the government during normal business hours.

21. Severability. Should any part, term, or provision of this Subcontract, be declared or determined by any court or other tribunal or appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term, or provision shall be deemed stricken and severed from this Subcontract; any and all of the other terms of this Subcontract shall remain in full force and effect.
22. Applicable Law. This Subcontract and any disputes concerning it shall be interpreted under the laws of the State of California.
23. Interpretation. For purposes of construction and interpretation, this Subcontract shall be deemed to have been mutually drafted by the parties hereto. Thus, the parties to this Subcontract shall determine and resolve any issues of ambiguity related to the interpretation of the provisions herewith.



## EXHIBIT A SCOPE OF WORK

### 1. DEFINITION OF TERMS

- A. Capitalized terms as used in this Agreement have the following definitions:
- B. "8(a) Program" means the SBA 8(a) Business Development Program - An SBA Program that offers a broad scope of assistance to socially and economically disadvantaged firms.
- C. "Agreement" refers to this Agreement, number 03CBE006.
- D. "Budget Category" means the major budget subject headings designated in Exhibit B. They are: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Consultants, Other and Indirect Costs.
- E. "Budget Line Item" means any specific budget item designated within each Budget Category in Exhibit B.
- F. "Business counseling services" means one-on-one or small group meetings with current and/or prospective small business owners in person, by telephone, video conferencing, or computer, to coach, mentor or provide information to help the small business owner move towards intended results.
- G. "Cash Match" means that term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133, as applicable and as amended or superceded.
- H. "CATS" means the SoftShare WinCATS OR WebCATS Client Activity Tracking System used by the Lead Center Program.
- I. "CDBG" means the United States Department of Housing and Urban Development, Community Development Block Grant.
- J. "CFR" means the Code of Federal Regulations.
- K. "COCCC" means the Chancellor's Office of the California Community Colleges.
- L. "CONTRACTOR" means Riverside Community College District.
- M. "Cooperative Partners" means those partners identified in the annual Notice of Award (Cooperative Agreement) issued by SBA. The 2009 Notice of Award specifies the Cooperative Partners as CSU Fullerton Auxiliary Services Corporation ("ASC") and SBA.



N. "Santa Ana Regional SBDC Network" means the Lead Center, the Inland Empire SBDC, Orange County SBDC and TriTech SBDC.

O. "Empowerment Zones" means a community designated by the federal Department of Housing and Urban Development (HUD) as an area that suffered significant economic distress and may receive targeted funding from federal agencies.

P. "Funds" means any Funds listed in any column of Exhibit B.

Q. "Expiration" means the expiration, termination or cancellation of this Agreement.

R. "In-Kind Match" means that term as defined in 13 CFR Parts 130, 143, 145 and 146 and OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133, as applicable and as amended or superceded.

S. "Host Institution" means Riverside Community College District.

T. "HUBZone" means a Historically Under-utilized Business Zone designated by SBA as an area located within one or more qualified census tracts, qualified non-metropolitan counties or lands within the external boundaries of an Indian Reservation.

U. "Lead Center" means the Santa Ana Regional Lead SBDC, hosted by California State University Fullerton.

V. "Lead Center Director" refers to the individual, or designee, on behalf of the Lead Center who has the overall responsibility to administer and evaluate the work of the CONTRACTOR during the term of this Agreement.

W. "Notice" means a notice of probation.

X. "OMB" means the federal Office of Management and Budget.

Y. "OSBDC" means the SBA's Office of Small Business Development Centers

Z. "Program Announcement" means the annual document released by OSBDC regarding the Small Business Development Center Program, provided as Exhibit C.

AA. "Program Income" means all monies earned or received from Service Center clients and others in payment for Lead Center Program activities and/or products other than counseling services.

BB. "PQL" means the SBA Prequalification Loan Program.

CC. "SBA" means the United States Small Business Administration.

DD. "SBDC" means Small Business Development Center.

EE. "SCORE" means the Service Corps of Retired Executives.

FF. "Service Center" means the Tritech Small Business Development Center.

GG. "Special Emphasis Groups" refer to underrepresented populations of business owners compared to their representation in the overall population. Depending upon the service territory demographics of the Service Center, Special Emphasis Groups may include: disabled individuals, Native Americans or Alaska Natives, Black or African Americans, Asian Americans, Native Hawaiians or other Pacific Islanders, Hispanics, women, veterans, service-connected disabled veterans, individuals in rural areas and HUBZones and those in low to moderate income urban areas as determined by Census Bureau information.

**EXHIBIT A  
ATTACHMENT 1  
CONTRACTORS RESPONSIBILITIES AND MILESTONES**

The CONTRACTOR agrees the following responsibilities and milestones shall be met by its Service Center:

1. **Principal Place of Business.** The Service Center, with a principal office located at 14745 Riverside Drive, Riverside, CA 92518, shall provide services to existing and potential small business owners in the following service territory: Riverside, San Bernardino and Orange County. The Service Center may also provide services consisting of scheduled business counseling and training at outreach centers. As used in this Attachment, "outreach center" means a location where SBDC counseling and training services may be provided on an "as needed basis," outside of the normal Service Center setting. In addition to the above location, the Service Center shall operate the following outreach office: Orange County office, located at 2 Park Plaza, Irvine, CA. The Service Center and its satellite office(s) shall be open a minimum of eight (8) hours each business day with services provided during the evening or on weekends. The Service Center and its satellite office(s) shall have prominent display of the SBA/SBDC co-branding at the front of the office at each satellite office and shall have separate and clearly identifiable operations, programs and phones from the CONTRACTOR. The CONTRACTOR shall obtain prior written approval from the Lead Center to relocate or change the address of the Service Center and satellite office(s). The facilities and staff of the Service Center and its satellite office(s) shall be located in such places as to provide maximum accessibility and benefits to the existing and potential small businesses for which the Service Center is intended to serve.
2. **Service Delivery Mechanisms.** The Service Center shall increase the contribution of the small business sector to the economic development of its service territory, as specified in paragraph 1 of this Attachment. The Service Center shall accomplish this by using a variety of service delivery mechanisms, including satellite locations, traveling counselors or electronic capabilities, when appropriate and by providing in-depth, high quality, one-on-one business consulting, training services, information and referral services, outreach and marketing services, and specialized services to existing and prospective small business owners. These services must result in business growth, expansion, innovation, increased productivity; improved management of small businesses; lead to positive economic impact; and meet the milestones of this Agreement for calendar year 2009.
3. **Policies and Procedures Manual.** This Agreement is subject to the terms and conditions incorporated by reference to the Santa Ana Regional SBDC Network Policies and Procedures Manual, as amended, and the Santa Ana Regional SBDC Network Policy on Logo Use. In the event of conflicting or otherwise inconsistent policies, this Agreement shall prevail.
4. **Cooperative Agreements.** The Service Center shall establish and maintain active cooperative agreements with other service providers (e.g., colleges, universities, economic development corporations, local government agencies) to further the objectives detailed in the annual Notice of Award (Cooperative Agreement, to be provided to the CONTRACTOR

by the Lead Center upon request) issued by SBA.

5. **Participation Agreements.** The Service Center shall establish and maintain annual participation agreements with private-sector persons or firms to provide professional consulting services (e.g., accounting, engineering, and law) at an agreed-upon rate (e.g., pro bono, market or below market rate). The objective of a participation agreement is to provide services not available from the Service Center's staff. Participation agreements shall be reviewed annually by the Lead Center.
6. **Advisory Boards.** Service Center shall establish and maintain an advisory board in accordance with 15 U.S. Code, Title 15, Chapter 14.A. § 648(j).
7. **Special Emphasis Groups.** The Service Center shall identify and foster relationships with entities representing Special Emphasis Groups in order to increase the number of clients served in those populations. Additionally, the Service Center shall endeavor to raise the level of awareness of its audiences at small business seminars, conferences and outreach program announcements about the needs of veterans and service-connected disabled veterans.
8. **Annual Business Plan.** The Service Center shall submit to the Lead Center an updated 2009 SBDC Business Plan no later than May 1, 2009.
9. **Service Center Director.** The CONTRACTOR shall notify the Lead Center immediately upon Service Center Director resignation/termination.

The CONTRACTOR shall appoint a new Service Center Director within ninety (90) days of a Service Center Director vacancy. An Acting Director may be appointed until a permanent Service Center Director is selected.

The CONTRACTOR shall expand its search for a new Service Center Director to obtain the most qualified candidate. Recruitment to replace the Service Center Director (due to separation of employment or reassignment within the Host Institution) shall be conducted in conjunction with the Lead Center Director. Resumes of all final candidates shall be submitted to be reviewed and approved in writing by the Lead Center Director to ensure appropriate experience and qualifications of the candidates. The Lead Center Director, or designee, shall participate in reviewing and interviewing potential candidates. Final selection of the Service Center Director candidate shall be approved in writing by the Lead Center Director prior to hiring decision.

Attendance of network meetings and participation in network events by Service Center Director scheduled by the Lead Center is required and shall be a significant evaluation factor for Service Center Agreement renewal annually. The Lead Center shall be notified quarterly of Service Center Director's scheduled vacations.

Service Center Staff – SBDC Director shall provide a list of SBDC staff funded by the SBDC program funds (including match funds) to the Lead Center upon execution of the agreement. SBDC Director shall include name, title and function of each SBDC staff person on the list,

and notify the Lead Center immediately upon any change in SBDC staff. SBDC Staff includes part or full-time contractors retained as client counselors/consultants.

The Service Center Director shall be a full-time (100%), senior manager who shall direct and monitor Program activities and financial affairs of the Service Center to deliver effective services to the small business community, ensure Service Center compliance with applicable laws, regulations, OMB circulars and Executive Orders, as well as implement this Agreement. The Service Center Director shall be responsible for providing information to the Lead Center Director, or designee, for negotiating the annual Agreement with the Lead Center, ensuring that local needs are addressed. The Service Center Director has authority to control expenditures under the Service Centers budget. The Service Center Director shall serve as the principal contact point for all matters involving the SBDC Network. To the extent that CSUF ASC and/or the Lead Center Director wish to communicate with the Host Institution relative to matters concerning this Agreement, CSUF ASC and the Lead Center may do so through the Service Center Director.

10. Core Services. The Service Center shall develop and implement a client intake process to determine the best utilization of resources in providing service to each inquiry or client. Services provided shall fall under one of the following five (5) core service categories: 1) business counseling; 2) training services; 3) information and referral services; 4) outreach and marketing; and, 5) specialized services.

#### 10.1. Business Counseling

The Service Center shall provide confidential, quality business counseling services, including counseling provided electronically, to improve the business skills of existing and prospective small business owners, specifically to owners of high technology, high growth companies. Business counseling services shall consist of advice, guidance or instruction concerning the formation, management, financing and operation of small business enterprises.

In addition to the milestones for business counseling, the Service Center shall document businesses progressing from the “start up” stage to the “in business” stage.

The Service Center shall document capital infusion, which includes all forms of capital debt, investments from all sources (i.e., lines of credit, consumer debt products used specifically for the business, angel investors, owner’s capital contributions, etc.). Credit lines and other revolving debt facilities/instruments are to be recognized for the full amount of the line of credit when established and not to be based on individual draw-downs.

The Service Center shall work with its Lead Center Director in developing strategies to accomplish the business counseling milestones. Upon conclusion of the third quarter period ending September 30, 2009, the Lead Center Director shall review and may initiate amendments as necessary to the Service Center’s milestones identified in paragraph 11 of this Attachment.

In the course of delivering business counseling services, the Service Center shall:

- Provide in-depth counseling services to small businesses in the Service Center's service territory.
- Provide specialized services to high-growth/high-impact clients.
- Establish a strategy to provide consistent consulting services at the Service Center's local outreach locations.
- Provide pre- and post-funding technical assistance
- Provide counseling to assist small business entrepreneurs to gain access to federal and state contracts and/or grants through programs such as SBIR/STTR.

#### 10.2. Training Services

The Service Center shall conduct training activities or events in which the Service Center shall actively deliver a structured program of knowledge, information, or experience on a business-related subject to groups of six (6) or more existing and prospective small businesspersons that address specific small business needs.

The Service Center is encouraged to charge reasonable fees to cover SBDC Program costs associated with training services.

Training services shall be scheduled to accommodate the varied schedules of entrepreneurs and vary from daytime to evenings and weekends.

Training services shall be coordinated with the SBA and other service providers to avoid duplication.

Training services shall be co-sponsored with other organizations, including, but not limited to, Tech Coast Venture Network, OCTANe, Tech Coast Angels, and private companies.

- Coordinate training activities with local economic development organizations to avoid duplication of services.
- Provide a list of scheduled training workshops and seminars, including dates, locations, instructor and background, and course content to the Lead Center no later than the first day of the quarter in which the training is provided. Include a Program Income Expenditure Plan to include projected use of existing program income and projected training fees.

#### 10.3. Information and Referral Services

The Service Center shall establish and maintain an on-site resource library that contains current resource materials, publications, information and statistical data needed by existing and prospective small business owners. The library shall include at least one (1) computer workstation dedicated for use by clients to access the Internet for business research purposes.

The Service Center shall maintain a listing of appropriate services and resource providers to which clients may be referred for services not offered by the Service Center, including, but not limited to, SCORE and local community colleges.

#### 10.4. Outreach and Marketing

The Service Center shall promote access to capital and improve finance opportunities for small businesses through support of the SBA Loan Fairs, improved and expanded relationships with bankers, and direct promotion and branding of the Santa Ana Regional SBDC Network to small businesses at their place of business.

The Service Center shall implement the targeted approach established to increase Women and Minority-owned small businesses into the Service Center's client portfolio and establish Memorandums of Understanding with economic development organizations to focus on small business and community development activities of Women and Minority-owned small businesses.

The Service Center shall assist the SBDC Network/Marketing Committee with activities to brand the SBDC Network and promote specialized services and initiatives.

#### 10.5. Specialized Services

The Service Center shall offer specialized services and emphasis in areas designed to meet needs of small business clients including Special Emphasis Groups. Activities shall support and compliment business counseling and training services, including:

- Foster relationships with Special Emphasis Groups.
- Actively participate in activities related to SBA Small Business Week and support all SBA and Lead Center small business activities.
- Submit one (1) Small Business Week Award client packages to SBA.
- Actively participate in the coordination of the Santa Ana SBA District's Small Business Week Luncheon.
- Continue to collaborate with the local Center for International Trade Development on international trade training and service delivery and refer clients to the US Export Assistance Center as needed.
- Continue to collaborate with the local Procurement Technical Assistance Center on SBIR/STTR training, service deliver and referrals as needed.
- Collaborate with SBA to assist companies to secure SBA 8(a) Certification and provide specialized training as appropriate.
- Improve feedback on the quality of Service Center services by mailing monthly client surveys to clients who received over three (3) hours of counseling.
- Coordinate with the SBA program and resource partners such as Business Information Center's (BIC), SCORE, Tribal BIC's, and US Export Assistant Centers.
- Assist the Lead Center with activities related to program development for SBDC Network staff and consultants.
- Enhance regional SBDC services by coordinating specialized services and

activities with the SBA Santa Ana District Office and the SBDC Network.

- Collaborate with the Lead Center to achieve Agreement milestones.

11. Minimum Performance Milestones. The Service Center shall use its best efforts to meet or exceed performance milestones determined annually by the Lead Center during the Term of this Agreement. Without limiting the generality of the forgoing, the following performance milestones achieved by the Service at regular intervals (i.e. spread evenly) throughout the term must equal or exceed the following goals. The Service Center's ability to achieve or exceed Performance Milestone Count set annually in each category specified by the Lead Center shall be a significant evaluation factor for Subcontract Agreement renewal with CONTRACTOR annually. Definition of the following is set forth in the Program Announcement (attached hereto as Exhibit C) and by OSBDC.

Critical Goals*	Performance Target
Extended Engagement Clients (EEC)	
(5 hrs or more counseling contact time as of Jan 1, 2010)	103
Long-Term Counseling Clients (LTC)	
(5 hrs or more counseling contact & prep time in same calendar year)	56
Business Start-ups	12
Capital Infusion	\$7,500,000

\*Service Centers not meeting critical goals performance targets shall be put on probation in the following year should CSUF ASC exercise the option to extend contract term.



Enabling Goals	Performance Target
Total Counseling Hours	1919
Total Clients Counseled	160
Attendees Trained	230
Training Events	23

Without limiting the generality of the foregoing, the productivity of each service center measured by economic impact from services delivered to client via one-on-one counseling is a significant evaluation factor for agreement renewal annually.

12. Advertisement of Services Available from CONTRACTOR's Service Center.

CONTRACTOR shall participate in community outreach, marketing and advertising efforts and projects at the network level conducted by the Lead Center, and use reasonable community outreach, marketing and advertising efforts to inform current and prospective Clients of the services available from CONTRACTOR through its Service Center.

EXHIBIT A  
ATTACHMENT 2  
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the ASC shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Agreement and the CONTRACTOR shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Agreement, the ASC shall have the option to either cancel this Agreement with no liability occurring to the ASC, or offer an amendment to this Agreement to the CONTRACTOR to reflect the reduced amount.

2. AGREEMENTS FUNDED IN WHOLE OR IN PART BY THE FEDERAL GOVERNMENT

- A. The CONTRACTOR shall comply with applicable federal government provisions.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the ASC by the United States Government for the current federal fiscal year and/or any subsequent years covered for the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- C. The CONTRACTOR shall provide Cash Match and/or In-Kind Match as identified in Exhibit B. The CONTRACTOR certifies that Cash Match and In-Kind Match as identified in Exhibit B, shall only be used for the purpose of this Agreement and shall be expended proportionately with Lead Center and SBA funds. The CONTRACTOR further certifies Program Income shall be spent solely to accomplish Lead Center and SBA Program objectives. The Service Center director shall monitor and be responsible for Cash Match, In-Kind Match, and Program Income contributions and expenditures. Neither Program Income nor other federal funds (except CDBG funds) shall be used to meet the Cash Match requirement.

Program Income, including any interest earned, must be used to expand the quantity or quality of services, resources or outreach provided by the Service Center. Any unused Program Income shall be carried over to a subsequent budget period.

- D. The CONTRACTOR shall maintain complete and accurate records and supporting documentation to facilitate financial and/or program audits by CSUF ASC and/or the

SBA. The CONTRACTOR shall furnish at its own expense (to the location specified by CSUF ASC) such records, including current financial statements, indirect cost rate agreements and documentation for matching funds, for examinations and review by CSUF ASC upon request. The CONTRACTOR shall provide CSUF ASC with the latest copy of Host Institution A-133 Single Audit report and other financial audit/review/examination findings reports or documentation provided by SBDC funding partners (including the SBA) or funding sources managed by the SBDC program. Without limiting the generality of this paragraph, the CONTRACTOR shall maintain time and effort records of part-time and salaried employees for determination of time charged to this Agreement, as specified in and to the extent required by the U.S. Office of Management and Budget (“OMB”) Circulars A-21, A-87, A-110, and A-122, as applicable. The CONTRACTOR may transfer records to computer storage in accordance with the Cooperative Agreement. The CONTRACTOR shall otherwise comply with the Cooperative Agreement and with the regulations, Program Announcement, and OMB Circulars identified therein, to the extent applicable to the CONTRACTOR’s record retention. The CONTRACTOR must maintain an updated list of funding sources and amounts for each source of funds it receives, including without limitation grants, contracts and other contributions. Additionally, for each source of funds, the CONTRACTOR shall keep a record of the name and phone number of the person or entity from whom the funds were received, the amount of funding, the intended purpose, and any requirements, stipulations or limitations on the use of the funds imposed by the person or entity as a condition of that funding. All financial records and reports shall be certified and signed by the Service Center Director, and an authorized representative or designee of the Host Institution. In order to facilitate any audit conducted pursuant to Government Code § 8546.7, the CONTRACTOR shall retain all records pertaining to this Agreement for not less than three (3) years after the date on which CSUF ASC makes the final report to the SBA under this Agreement. If any dispute or audit is ongoing, the CONTRACTOR shall continue retain those records until the dispute is resolved or the audit is completed. Notwithstanding the foregoing, Financial Records and Reporting requirements may be modified per annual OSBDC program announcement.

- E. The Service Center shall maintain a separate budget distinguishable from that of its Host Institution. The Service Center budget must be under the direct control of the Service Center Director employed by and designated by the Host Institution to manage and operate the Service Center. No less than forty (40) percent of the Service Center budget (SBA and cash match) must be allocated to counseling activities. The CONTRACTOR shall demonstrate to CSUF ASC's satisfaction, upon CSUF ASC's request, that the Service Center can and does oversee and manage its budget and maintain separate accounts and tracking as appropriate for reporting purposes and auditing requirements, and that the Service Center has systems in place to ensure sound fiscal and contractual management of the programs and activities conducted by the Service Center hereunder. The Service Center shall immediately notify CSUF ASC, and provide CSUF ASC with copies of, any internal audits, reports or other documents prepared by the CONTRACTOR which may affect the Service Center's budget, change in use of funds, or which conflict with budgetary information previously given by the CONTRACTOR to CSUF ASC.
- F. Should the Service Center receive any additional Cash Match or In-Kind funds not identified in Exhibit B for any SBDC purpose, the Service Center shall submit a revised budget to the Lead Center within thirty (30) days of receiving the funds. The Service Center shall utilize all funds for the SBDC program and report the fund expenditures accordingly.
- G. The consideration to be paid to the CONTRACTOR, as specified in Exhibit B, shall be compensation for all of the Service Center's reimbursable expenses pursuant to this Agreement, including, but not limited to labor, employee fringe benefits, operating expenses, equipment, overhead, employer taxes and insurance, subcontracting services, out-of-pocket expenses for travel and subsistence, and taxes due on equipment.
- H. The CONTRACTOR is hereby notified and agrees that payment of invoices, partial or in-full, by CSUF ASC does not imply eligibility or allowability of expenditures included in the invoices. Final eligibility and allowability of expenditures per SBA and SBDC program requirements is determined via an official review of network financial documentation by the designated SBA Examiner for the applicable program year. The CONTRACTOR shall be financially responsible for any and all expenses deemed unallowable by the SBA Examiner for the Service Center.
- I. The CONTRACTOR hereby agrees to expend all allocated funds in the performance of its obligations under this Agreement by December 31, 2009. The Service Center shall notify the Lead Center no later than October 15, 2009 of any projected or estimated funds not expected to be expended by the performance period.
- J. Without limiting the generality of the forgoing, the CONTRACTOR is hereby notified that budget allocation is at the sole discretion of the Lead Center, based on evaluation factors contained within the agreement, including Service Center performance, operations efficiency and effectiveness, and allocated funds expended in the previous year.

K. The CONTRACTOR shall not receive additional compensation for reimbursement of costs not identified in Exhibit B, and shall not decrease the work to compensate therefore.

1) Variations to Exhibit B are allowable as per the terms of the Santa Ana Regional SBDC Network Policies and Procedures Manual.

L. No requests for variations shall be submitted to the Lead Center after November 1, 2009. Requests for variations submitted after this date are automatically disapproved.

### 3. INVOICING AND PAYMENT

A. In no event shall the CONTRACTOR request reimbursement from the ASC for obligations entered into or for costs incurred prior to the commencement date or after the Expiration of this Agreement.

B. The invoice containing the final costs to be paid by the ASC shall be identified as the "FINAL INVOICE" and shall be submitted pursuant to Article 8 of the Subcontract. Final invoice expenditures shall reflect costs incurred but not previously submitted for the period ending December 31, 2009. The final invoice must be received by the Lead Center by January 31, 2009, or within (30) days of Expiration of this Agreement and shall not include expenditures stated in previous invoices.

C. The final invoice shall be paid upon completion of the following:

1) Satisfactory completion of this Agreement; and,

2) Submittal of the following:

a) All reports required in this Agreement to the Lead Center Director as described in the Subcontract and this Exhibit and in the current Santa Ana District SBDC Network Policies and Procedures Manual;

b) A complete and accurate final invoice with required documentation to the Lead Center Director;

c) The SBA 2113 / Program Income;

d) A current equipment inventory list

D. "Satisfactory completion" as used in this Agreement means that the CONTRACTOR has complied with all terms, conditions, and performance requirements of this Agreement.

E. ASC agrees to make payment as promptly as fiscal procedures permit, upon

receipt of the invoice, subject to approval of the Lead Center Director, or his or her designee, and contingent upon satisfactory completion of the terms of this Agreement.

- F. All Funds shall be used solely for the purpose of performing the work set forth in Attachment 1 of Exhibit A. Equipment, furniture, and supplies purchased with Funds are for the use of the Service Center staff in furtherance of the SBDC Program. The Lead Center shall have final determination of allowable and reimbursable costs under this Agreement.

#### 4. MISCELLANEOUS PAYMENT PROVISIONS

- A. Funds allocated under this Agreement for travel, subsistence and per diem rates shall not exceed those amounts specified in Exhibit B. No reimbursement for travel outside the Santa Ana Region (Orange, Riverside and San Bernardino Counties) shall be allowed without prior written approval of the Lead Center Director or designee.
- B. The CONTRACTOR shall not use funds allocated under this Agreement for any of the following purposes:
  - 1) Entertainment expenses;
  - 2) Professional dues and/or subscriptions for use by any person other than those identified as Service Center professional staff in Exhibit B;
  - 3) Purchase, construction, renovation, alteration, improvement, or repair of capital assets, such as real estate and vehicles;
  - 4) Influencing or attempting to influence public officials;
  - 5) Partisan or nonpartisan political activity;
  - 6) To further the election or defeat of any candidate for public office; or,
  - 7) To provide voters or prospective voters with transportation to the polls or similar assistance in connection with any election or in any voter registration activity.
- C. The CONTRACTOR is the fiduciary under this Agreement and therefore is responsible for the administration and oversight of the Service Center.

**Exhibit B**  
**BUDGET JUSTIFICATION**

CENTER: TRITECH SBDC

YEAR: 2009 (August 28, 2008)

Backup VI-A-4  
June 16, 2009  
Page 23 of 93

DESCRIPTION	ESTIMATED COSTS			
	SBA	CASH MATCH	IN-KIND	TOTAL
<b>A. PERSONNEL</b>				
Key personnel costs	56,153	44,883	15,000	116,036
Part-Time Professional staff	105,867	48,633	9,000	163,500
Clerical staff	28,378	21,494		49,872
<b>Total Salaries &amp; Wages</b>	<b>\$190,398</b>	<b>\$115,010</b>	<b>\$24,000</b>	<b>\$329,408</b>
<b>B. FRINGE BENEFITS</b>				
Fringe Benefits (42%)	38,736	28,824	6,000	73,560
<b>Total Fringe Benefits</b>	<b>\$38,736</b>	<b>\$28,824</b>	<b>\$6,000</b>	<b>\$73,560</b>
<b>C. TRAVEL</b>				
In-State	2,400			2,400
Mileage @\$ .485 / mile	3,000			3,000
ASBDC Meeting	2,500			2,500
Unplanned Out-of-State (Out-of-Region)				0
<b>Total Travel</b>	<b>\$7,900</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,900</b>
<b>D. EQUIPMENT</b>				
<b>Total Equipment</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>E. SUPPLIES</b>				
General office, operational and computer supplies	2,000			2,000
<b>Total Supplies</b>	<b>\$2,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,000</b>
<b>F. CONTRACTUAL</b>				
<b>Total Contractual</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>G. CONSULTANTS</b>				
Specialized Consulting				0
<b>Total Consultants</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>H. OTHER</b>				
Accounting Services				0
Advertising/Comm. Outreach	2,800			2,800
Conference Fees				0
Communications	1,400			1,400
Copying	400			400
Data Processing/Computer Software				0
Facility Operations	21,600			21,600
Insurance				0
Library Purchases	1,000			1,000
Minor Equipment	1,000			1,000
Office Equipment Repair				0
Postage	300			300
Printing	400			400
<b>Total Other</b>	<b>\$28,900</b>	<b>\$0</b>	<b>\$0</b>	<b>\$28,900</b>
<b>I. TOTAL DIRECT COSTS</b>	<b>\$267,934</b>	<b>\$143,834</b>	<b>\$30,000</b>	<b>\$441,768</b>
Total Modified Direct (On-Campus)	\$137,492	\$93,834		231,327
Total Modified Direct (Off-Campus)	\$108,842	\$50,000		158,841
<b>Total Eligible Base</b>	<b>\$246,334</b>	<b>\$143,834</b>	<b>\$0</b>	
<b>J. Indirect Costs</b>				
J. Indirect Rate (4%)	9,853			9,853
Waived Indirect - On-Campus (36.5%)			78,935	78,935
Waived Indirect - Off-Campus (20.5%)			28,209	28,209
<b>Total Indirect Costs</b>	<b>9,853</b>	<b>0</b>	<b>107,143</b>	<b>116,997</b>
<b>TOTAL BUDGET</b>	<b>\$277,787</b>	<b>\$143,834</b>	<b>\$137,143</b>	<b>\$558,765</b>

SMALL BUSINESS DEVELOPMENT CENTER

FY/CY 2009

PROGRAM ANNOUNCEMENT FOR RENEWAL OF THE COOPERATIVE AGREEMENT FOR CURRENT RECIPIENT ORGANIZATIONS

NO. OSBDC – 2009 – 01 FOR FY 2009

&

NO. OSBDC – 2009 – 02 for CY 2009

In order to be eligible as a Host Institution, any applicant must be a current recipient of SBA OSBDC funding. For-profit businesses are not eligible for this award.

Fiscal Year Proposals are to be posted to [www.grants.gov](http://www.grants.gov) by 9 P.M. E.S.T. on July 24, 2008  
Calendar Year Proposals are to be posted to [www.grants.gov](http://www.grants.gov) by 9 P.M. E.S.T. on August 28, 2008

U.S. SMALL BUSINESS ADMINISTRATION



OFFICE OF SMALL BUSINESS DEVELOPMENT CENTERS  
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SMALL BUSINESS DEVELOPMENT CENTER  
PROGRAM ANNOUNCEMENT

SECTION I. FUNDING OPPORTUNITY DESCRIPTION

A. INTRODUCTION AND PURPOSE

Program Overview

- A. Federal Agency Name: U. S. Small Business Administration, Office of Small Business Development Centers
- B. Funding Opportunity Title: Office of Small Business Development Centers Program Announcement
- C. Announcement Type: Initial
- D. Funding Opportunity Number: Program Announcement # SBDC-2009-0001 or SBDC-2009-0002
- E. CDFA Number: 59.017
- F. Closing Date for Submissions: July 24, 2008 Proposal due to the OSBDC via electronic submission on www.grants.gov at 9 p.m. EST for Announcement No. OSBDC-2009-01; August 28,2008; Proposal due to the OSBDC via electronic submission on www.grants.gov at 9 p.m. EST for Announcement No. OSBDC-2009-02
- G. Authority: Small Business Act, Section 21(c)(3)(T) and Section 27 (15 U.S.C. §§ 648(c)(3)(T) and 654) (Title IX of Public Law 105-277, Public Law 108-447)
- H. Funding Instrument: Cooperative Agreement
- I. Funding: Funding is for fiscal 2009 or calendar 2009
- J. Award Amount/Funding Range: Section 21 of the Small Business Act sets forth a formula by which funds are to be distributed among the States. This formula, for the most part, rests upon a per capita basis, subject to the amount of an appropriation in any given fiscal year. The preliminary funding amount for the SBDC program for fiscal2009 is \$92,620,000.00. The recipient organization receiving the Cooperative Agreement is required to match funding received on a 1:1 ratio. Match may also come through the SBDC network.
- K. Project Duration: SBA intends to continue to fund the SBDC program annually, subject to availability of funds. However, an SBDC may not receive continued funding if there has been a clear showing of poor performance, improper activity affecting the operation and integrity of the SBDC, a failure to follow the rules and procedures set forth in the statute, regulation and/or Program Announcement (see 13 CFR 130.700) as incorporated into the Cooperative Agreement or has been denied Accreditation.
- L. Project Starting Date: Approximately 90 days after closing date, but no later than October 1, 2008 for Announcement No. OSBDC-2009-01 and January 1, 2009 for Announcement No. OSBDC-2009-02
- M. Proposal Evaluation: Proposals will be reviewed for sufficiency in meeting the

requirements of the program as defined in 13 CFR 130.340. SBA may ask applicants for clarification on the technical and cost aspects of proposals.

## A. INTRODUCTION AND PURPOSE

### 1. INTRODUCTION

The Small Business Development Center (SBDC) Program is the U.S. Small Business Administration's (SBA's) largest matching grant-funded service delivery network providing quality customer service to the small business community. The SBDC program has 63 recipient organizations known as Lead Centers—one in each state (four in Texas and six in California), the District of Columbia, Puerto Rico, the Virgin Islands, Guam and American Samoa and their corresponding Service Center networks. The SBDC program creates a broad-based system of assistance for the small business community by linking the resources of federal, state and local governments with the resources of the educational community and the private sector. In partnership with SBA's Office of Small Business Development Centers (OSBDC) and district offices, the SBDCs develop programs and provide business management and other services that enhance the economic development goals and objectives of SBA and their respective states and their local funding partners.

### 2. PURPOSE

The SBDC Program is designed to provide high quality business and economic development assistance to small businesses and nascent entrepreneurs (pre-venture) in order to promote growth, expansion, innovation, increased productivity and management improvement. To accomplish these objectives, SBDCs link resources of the federal, state and local governments with the resources of the educational community and the private sector to meet the specialized and complex needs of the increasingly diverse small business community.

SBDCs must work collaboratively with assistance from SBA's District Offices to coordinate their efforts in order to expand services and avoid duplication, particularly with other SBA-funded programs such as Women Business Centers (WBCs), SCORE, Veterans Business Outreach Centers (VBOCs) and U.S. Export Assistance Centers (USEACs). Where the SBDCs are located in communities with these resource partners, the SBDCs will coordinate with them in offering training and other forms of assistance to their clients. SBDCs are encouraged to fully utilize the resources of other federal, state and local government, academic and private sector programs concerned with aiding small businesses in order to provide seamless but not duplicative business development assistance at every stage of their growth.

### Authorizing Legislation

The Small Business Development Center (SBDC) Program is sponsored and partially funded by the U.S. Small Business Administration (SBA). Governed by Section 21 of the Small Business Act, 15 U.S.C. § 648, and federal regulations, 13 C.F.R. Part 130. Although SBA is responsible for the general management and oversight of the SBDC program, a partnership exists between SBA and the recipient organization for the delivery of assistance to the small business community. SBDCs, under Section 21 of the Small Business Act (15 U.S.C. § 648), are required to provide counseling and training to small businesses including working with the SBA to develop and provide informational tools to support business start-ups and existing business expansion. In addition, pursuant to 13 CFR §130.340(c), SBA has

identified certain Special Emphasis Groups (as defined in Section VIII, Part D, "Definitions"), to be targeted for assistance by SBDCs.

Per Section 21 of the Small Business Act, the national SBDC program is directed by the Associate Administrator for SBDCs (AA/SBDCs) under the direction of the Associate Administrator for Entrepreneurial Development (AA/ED). The local SBA District Director (DD) is the primary contact for local direction of the delivery of services to the small businesses in each District Office area, and for monitoring and overseeing the SBDC Cooperative Agreement and the ongoing local operations. Therefore, the district director has the authority and is directly responsible for negotiating the Cooperative Agreement that will effectively deliver the services and achieve agency goals.

## B. PROGRAM REQUIREMENTS

### 1. DEFINITIONS

Definitions are incorporated in Section VIII - Other Information.

### 2. PERFORMANCE MEASUREMENTS

SBA, along with the other Federal Government agencies, is increasingly more focused on proven results, short- and long-term planning and performance-based budgeting as measured by achievement of negotiated and agreed upon goaled outputs and outcomes. SBDCs are expected to provide in-depth, substantive, longer-term, outcome-oriented counseling and training resulting in substantial economic impact as measured by successful creation and retention of businesses and jobs, capital infusion and increased company revenues.

SBA and the SBDCs have jointly identified performance measurements for the SBDC program as follows:

- Number of Single-year, Long-Term Clients (5 hours or more of counseling, contact and prep time);
- Number of Multi-year, Extended-Engagement Clients (5 hours or more of counseling, contact time only);
- Number of new businesses created; and
- Dollar Amount of Capital Infusion which includes SBA loans, non-SBA loans and equity investment.

Data for these performance measurements are collected through EDMIS. Annual goal numbers are negotiated with local district directors as part of the proposal submission process and, when approved by OSBDC, are incorporated into the Notice of Award. Approval of goals consists of OSBDC mapping the 63 network goal numbers with the most recent census, federal funding or other appropriate indexing tool/data to determine whether the goals developed correlate appropriately to population, business

distribution and/or other factors. Where there are outliers, OSBDC will work with district directors and the affected SBDC to ensure an immediate change or to phase in, over an appropriate time period, the attainment of ideal milestone goals. Once OSBDC has approved the goals they are sent to the SBA Administrator for final approval. While SBA loans are to be counted towards the SBDC capital infusion goal, SBDCs are not to be held accountable for SBA specific loan goals.

The Association of Small Business Development Centers (ASBDC) Accreditation Standards 4.1 and 4.2 relate to the goals set forth above.

Additionally, SBA has set the following as important priorities<sup>22</sup> for SBDC recipients in FY/CY 2009:

- ⊗ Increased focus on the following and these should be reported on as per Section VI, B:
  - technology assistance -
    - ⊗ providing information and assistance to small businesses to increase their utilization of technology to improve business efficiency
    - ⊗ focusing and targeting SBDC assistance to innovative science and technology companies to enhance their high growth potential
  - working with faith-based and community organizations as appropriate
  - procurement assistance, including 8(a) clients
  - veterans assistance including marketing SBA's Military Reservist Economic Injury Disaster Loan program
  
- ⊗ Continued participation in the three-year longitudinal ED Impact Survey through cooperation with SBA's contractor(s) – particularly the provision of client data. Non-participation will constitute a finding under SBA programmatic reviews.
- ⊗ Enhanced on-line service delivery of SBDC services and utilization of web-based training as part of service portfolio.
- ⊗ Conducting a periodic needs assessment process which results in integration with the SBDC strategic plan for services that support local needs.
- ⊗ SBDC Lead Centers, as appropriate, should pursue a technology designation to provide a higher level of technology services to their clients and include a plan for achieving this as part of the application narrative.
- ⊗ Participation with SBA/ASBDC in assessing future business counselor standards nationwide

### 3. SBDC PROGRAM DETAILS

The statewide or region-wide SBDC organization is referred to as the "Lead Center" and manages and administers the statewide small business assistance network, consisting of the Lead Center and its Service Centers.

#### Purpose

The purpose of this cooperative agreement is to provide high quality business and economic development assistance to small businesses and prospective small businesses (as defined by 13 CFR 130.340) in order

to promote growth, expansion, innovation, increased productivity and management improvement. To accomplish these objectives, the SBDC will link resources of the federal, state and local governments with the resources of the educational community and the private sector to meet the specialized and complex needs of the increasingly diverse small business community.

The SBDCs must employ their best efforts to ensure that their economic development and technical assistance services are available to all small business populations, including special emphasis groups such as minorities, women, Native Americans, 8(a) firms in all stages, veterans and service-connected disabled veterans, reservists called to or who may be called to active duty, people with disabilities, individuals currently and formerly receiving public assistance, individuals in low and moderate income urban and rural areas and individuals located in HUB Zones. (13 CFR 130.340(c)). (See also Section VIII – part D, “Guidelines”).

Services to be provided by an SBDC must be negotiated with the SBA district office on an annual basis and must include the goals and initiatives of the SBA Administrator. The services provided must include statutory service requirements. Such services shall include the activities of the Lead Center (applicant) and all participating network members. Each applicant will be accountable to SBA for performing all services included in its proposal.

(Note: Moved to Section IV, A, I, “Program Narrative)

a. STATUTORILY REQUIRED SERVICES

SBDCs are required to provide the following services:

(1) On a non-fee basis, one-on-one confidential counseling:

- ⊙ Working with individuals to increase awareness of basic credit practices and credit requirements.
- ⊙ Working with individuals to develop business plans, financial packages, credit applications and contract proposals.
- ⊙ Working with the Administration to develop and provide informational tools to assist individuals with pre-business startup planning, existing business expansion and export planning.
- ⊙ Working with individuals referred by the SBA District Offices and SBA participating lenders.  
(Note: Providing any preferential treatment to clients of any specific lender is prohibited, as is the SBDC’s acceptance of payment for the provision of counseling services.)
- ⊙ SBDCs must have counselor resources available to meet the needs of entrepreneurs throughout the SBDC’s designated service territory.

(2) Technology transfer, research and development:

- ⊙ Assisting in technology transfer, research and development, including applied research and coupling from existing sources to small businesses, such as:
- ⊙ Working to increase the access of small businesses to the capabilities of automated flexible manufacturing systems.
- ⊙ Working through existing networks and developing new networks for technology transfer; encouraging partnerships between the small business and academic communities to help commercialize university-based research and development; introducing university-based engineers and scientists to their counterparts in small technology-based firms.
- ⊙ Exploring the viability of developing shared production facilities under appropriate circumstances.

(3) Rural Assistance:

- ⊙ Assisting small businesses in rural areas in an effort to increase their participation in exporting, government procurement, tourism, access to credit, incubators, innovation and technology and other small business programs, in cooperation with the U.S. Department of Commerce (DOC) and other relevant federal agencies.
- ⊙ The SBDCs may develop marketing and production strategies that will enable the rural businesses to better compete in the domestic market, provide technical assistance needed by rural small businesses, make available managerial assistance to rural small business concerns and provide information and assistance in obtaining financing for business startups and expansion.

(4) Exporting Assistance:

- ⊙ In cooperation with SBA's Office of International Trade, the Department of Commerce and other relevant federal agencies, assist small businesses in exporting by identifying and developing potential export markets, facilitating export transactions, developing trade linkages between U.S. and foreign small business firms, assisting small businesses to participate in international trade shows, assisting small businesses in obtaining export financing and facilitating the development or reorientation of marketing and production strategies. Where appropriate, the SBDC and the SBA may work in cooperation with state governments to establish a state international trade center for these purposes.
  - ⊙ Developing a program in conjunction with the U.S. Export Assistance Centers and local and regional SBA offices that will enable SBDCs to serve as an information network and to assist small business applicants for trade finance programs, and otherwise identifying and helping to make available export financing programs to small businesses.
  - ⊙ Working with SBA's USEAC personnel to conduct Export Trade Assistance Partnership (E-TAP) programs to help increase small business participation in international trade.
- 
- ⊙ Working closely with the small business community, small business consultants, state agencies, universities and other appropriate groups to make translation services more readily available to small business firms doing business, or attempting to develop business, in foreign markets.
  - ⊙ The SBDC may provide small business owners with access to a wide variety of export-related information by establishing on-line computer linkages between SBDCs, U.S. Export Assistance Centers, the Department of Commerce ([www.export.gov](http://www.export.gov)) and their respective informational international trade databases.

(5) Base Closures Assistance:

- ⊙ Assisting small businesses to develop and implement strategic business plans to timely and effectively respond to the planned closure or reduction of a Department of Defense (DOD) facility within the community, or actual or projected reductions in such firms' business base due to the actual or projected termination or reduction of a DOD program or a contract in support of such program.

(6) Regulatory compliance:

- ⊙ Maintaining current information concerning environmental, energy, health, safety and other federal, state, and local regulations that affect small businesses and counseling small businesses on methods of compliance.
- ⊙ Counseling and technology development shall be provided when necessary to help small businesses find solutions for complying with environmental, energy, health, safety and other federal, state and local regulations.
- ⊙ Developing information publications, establishing resource centers of reference materials, making appropriate referrals to the SBA's Office of the National Ombudsman and distributing

compliance guides published under section 212(a) of the Small Business Regulatory Enforcement Fairness Act of 1996, PL 102-121.

(7) Specific informational needs:

Providing specific informational needs and assistance, including:

- ⊗ Coordinating and conducting research into technical and general small business problems for which there are no ready solutions.
- ⊗ Providing access to comprehensive physical and/or electronic libraries that contain current information and statistical data needed by small businesses.
- ⊗ Maintaining a working relationship and open communications with financial and investment communities, legal associations, local and regional private consultants and local and regional small business groups and associations in order to help address the various needs of the small business community.
- ⊗ Conducting in-depth surveys for local small business groups in order to develop general information regarding the local economy and general small business strengths and weaknesses in the locality.
- ⊗ Using and compensating qualified small business vendors, including but not limited to, private consulting engineers and private testing laboratories to provide services to small businesses.
- ⊗ Maintaining lists of local and regional private consultants to which small businesses can be referred.
- ⊗ Providing information and assistance to small businesses about establishing Drug-Free Workplace programs.

b. SBA REQUIRED SERVICES

It is acknowledged that SBDCs receive funding from and must meet the mandates of its other funding sources. Despite these mandates SBA district directors and SBDC Lead Center directors should negotiate services to meet local identified needs including:

(1) Entrepreneurial Development Services

- ⊗ Assisting manufacturing workers interested in starting their own business and working closely with the U.S. Department of Commerce, National Institute of Standards and Technology's Manufacturing Extension Partnership (MEP) Program to assist small manufacturers.
- ⊗ Providing programs focused on existing businesses to assist them with growth and expansion.
- ⊗ Developing, facilitating and/or leveraging appropriate distance learning programs and/or initiatives that can be utilized by small business clients, and where appropriate, other SBA resource partners.
- ⊗ Using market research tools such as the SBDC Clearinghouse, also known as the SBDCNet, to assist in serving the needs of the small business community.
- ⊗ Developing economic recovery programs and plans which include counseling of small business owners on ways and means to strengthen on-going businesses-

(2) Economic Development Involvement

- ⊗ Participating in and actively supporting community development in their areas of geographic responsibility. This includes coordination and involvement with all levels of government – federal, state and local in support of initiatives that strengthen the infrastructure of the community and ensure stability and equality in community-based economic growth and development. The private sector, including business and professional organizations, should be invited to become stakeholders in the development of the community. SBDCs should act as catalysts to initiate development projects beneficial to the community as a whole.

(3) Government Contracting Assistance



- ⊗ Providing information and assistance to small business owners interested in pursuing federal, state and local prime contract and subcontract opportunities, including promoting SBA's SBIR and STTR programs.
- ⊗ Advising and assisting small business owners in developing and executing effective marketing and sales plans for targeting federal prime contracts.
- ⊗ Working cooperatively with the Procurement Technical Assistance (PTAC) program.
- ⊗ Helping 8(a) firms either directly or through the applicant's affiliate in the area of contract education and assistance.

#### (4) Access to Capital and Other SBA Programs

- ⊗ Providing financial packaging and other financial counseling assistance; including assistance for disaster loans including the Military Reservist Economic Injury Disaster Loan program, Community Express and export financing programs.

Providing access to tools and initiatives offered by SBA's Office of Veterans Business Development (OVBD).

- ⊗ Informing small business contractors about SBA's Surety Bond Guarantee Program.
- ⊗ Supporting the SBA Center for Faith-Based and Community Initiatives, as appropriate.

#### (5) Underserved Markets

- ⊗ Providing outreach and service delivery to rural populations.
- ⊗ Providing outreach and service delivery to new immigrant populations.
- ⊗ Providing outreach and service delivery to urban and inner city populations.

The public documents mentioned below identify target program goals and performance measures and link their achievement with the budget process. As participants in a grant program of the SBA, SBDCs should be familiar with overarching Administration and agency goals, including the following:

- ⌚ The President's Management Agenda (PMA)  
([http://www.whitehouse.gov/omb/budintegration/pma\\_index.html](http://www.whitehouse.gov/omb/budintegration/pma_index.html));
- ⌚ Government Performance and Results Act (GPRA)  
([http://www.sba.gov/aboutsba/budgetsplans/SERV\\_ABTSBA\\_BUDGETS\\_PAR2007.html](http://www.sba.gov/aboutsba/budgetsplans/SERV_ABTSBA_BUDGETS_PAR2007.html));
- ⌚ SBA Five-Year Strategic Plan  
([http://www.sba.gov/idc/groups/public/documents/sba\\_homepage/serv\\_strategic\\_plan\\_2006.pdf](http://www.sba.gov/idc/groups/public/documents/sba_homepage/serv_strategic_plan_2006.pdf));
- ⌚ The Budget of the U.S. Government, Fiscal Year 2009 – SBA's Annual Plan  
(<http://www.whitehouse.gov/omb/budget/fy2009>); and
- ⌚ Goals and other requirements identified as part of the Office of Management and Budget (OMB) Program Assessment Rating Tool (PART) Evaluation process  
(<http://www.whitehouse.gov/omb/part/index.html>).

## SECTION II. AWARD INFORMATION

### A. GENERAL AWARD INFORMATION

#### 1. PROJECT START DATE

The project start date is October 1, 2008 for states/regions responding to Announcement No. OSBDC-2009-01 and January 1, 2009 for states/regions responding to Announcement No. OSBDC-2009-02.

#### 2. Project Duration

The period of performance for this grant is one year, with a corresponding one year budget period. The applicant organization may continue to receive annual SBDC Cooperative Agreements in future

fiscal/calendar years, subject to continued program authorization, availability of funds and satisfactory performance and full accreditation.

## B. FUNDING INFORMATION

### 1. FUNDING

Funding is subject to the availability of funds and the requirements enumerated in the Small Business Act. In the event that the SBA is operating under a Continuing Resolution (CR) at the time of award, funding only will be available during the period of the CR to the extent that it is provided to the SBA for this purpose by the Office of Management and Budget. The amount available under the period of the CR may be less than the total anticipated amount of award pro rated based on the number of days in the CR period.

### 2. FUNDING INSTRUMENT

The SBDC funding instrument is the Cooperative Agreement.

### 3. FUNDING RANGE

Section 21 (a) (4) (C) of the Small Business Act sets forth a formula by which funds are to be distributed.

There will be a combined total of 63 awards made for FY/CY 2009 under OSBDC 2009-01 and OSBDC 2009-02.

### 4. CANCELLATION

SBA reserves the right to cancel this Announcement, in whole or in part, at the Agency's discretion.

### 5. CONTINUATION OF FUNDS

SBA intends to continue to fund the SBDC program annually, subject to availability of funds and the continued interest of the host. However, an SBDC may not receive continued funding if there has been a clear showing of poor performance as measured by SBA including unsatisfactory oversight reviews (Program, Financial) and Accreditation and for improper activity affecting the operation and integrity of the SBDC, a failure to follow the rules and procedures set forth in the statute, regulation and/or Program Announcement (see 13 CFR 130.700) as incorporated into the Cooperative Agreement.

## C. MATCH REQUIREMENT

The recipient organization receiving the Cooperative Agreement is required to match funding received on a 1:1 ratio. Cash match in an amount not less than 50 percent of the federal funding is required. The

remainder may be taken in the form of indirect and/or in-kind match. No portion of the match may be from federal sources (except applicable Community Development Block Grant funds). Program income (i.e. fees collected from clients and/or attendees for training) are also excluded from match.

## SECTION III. ELIGIBILITY INFORMATION

#### A. ELIGIBLE APPLICANTS FOR THIS COOPERATIVE AGREEMENT (MANDATORY REQUIREMENTS)

The eligible entities are defined in 15 USC 648 which states:

That after December 31, 1990, the Administration shall not make a grant to any applicant other than an institution of higher education or a Women's Business Center. Section 648 also states that the Administration shall require any applicant for a Small Business Development Center grant with performance commencing on or after January 1, 1992 to have its own budget and to primarily utilize institutions of higher education and Women's Business Centers operating pursuant to section 656 of this title to provide services to the small business community.

Any organization which has a current an SBDC Cooperative Agreement with SBA's Office of Small Business Development Centers remains eligible.

#### B. INELIGIBLE APPLICANTS FOR THIS COOPERATIVE AGREEMENT

The following applicants will automatically be considered ineligible and their applications will not be evaluated:

Any organization which does not currently have an SBDC Cooperative Agreement with SBA's Office of Small Business Development Centers.

This includes, but is not limited to, entities identified in 13 CFR 130.700.

### SECTION IV: APPLICATION AND SUBMISSION INFORMATION

#### A. REQUIRED APPLICATION FORMAT

Proposals may be submitted for one year or for three years. Proposals must include the information listed in the chart below appropriate for the project year. An electronic copy of the proposal must be provided to the SBA District Office for review and negotiation prior to submission for each twelve month budget period. Following final negotiation with the district office, all proposals (narrative and forms) must be submitted electronically via [www.grants.gov](http://www.grants.gov) for review by OSBDC. Hard copy or other submissions will not be accepted. Specific application instructions, including those for file formatting, are provided at [www.grants.gov](http://www.grants.gov). Some forms as noted in the description of attachments below are provided in the grants.gov application package for this funding opportunity. Others, as indicated, are available at [www.sba.gov/sbdc](http://www.sba.gov/sbdc). To retrieve these forms use the hyperlink provided (SBDC Forms and Worksheets) which will direct you to the appropriate location on the OSBDC webpage. Or insert "www.sba.gov/aboutsba/sbaprograms/sbdc/funding/sbdc\_funding\_opps.html" in your web browser and click on Forms and Worksheets.

Single Year Proposal	Multi Year Proposal		
Year One	Year Two and Three		
List of Attachments submitted through grants.gov	√	√	√
Intent to Renewal Option	√	√	√
Letter from SBA District Office	√	√	√
Narrative	√	Prepare for the three year period	Provide changes related to the service delivery approach; new SBA/SBDC priorities; schedule of holiday closures; a list of new employees, their positions, and resumes
Planned Milestone Accomplishments	√	Submit for first year only	Update as necessary, provide revised goals for program year
SBDC Network Listing	√	√	√
Application for Federal Assistance SF-424	√	Provide for initial year. Also include two separate SF-424s for the optional year budget periods	√
Budget Information Non-Construction Programs SF-424A	Submit for Lead Centers (and each Service Center if standard SBDC Budget Justification format is not submitted)	Submit for Lead Centers (and Each Service Center if standard SBDC Budget Justification format is not submitted) for initial year only	Sections A, B, C, D and E should be completed for the corresponding 12-month budget period for the network, Lead Center and each Service Center (if standard SBDC Budget Justification format is not submitted).
SBDC line-item Budget Justification with Narrative and Center Personnel List	Submit for lead and each Service Center	Submit for lead and each Service Center for initial year only	Submit for lead and each Service Center.
Indirect Cost Rate Agreements	Submit for lead and Service Centers claiming indirect costs	Submit for lead and Service Centers claiming indirect costs	Submit only if provisional rate has changed at center
Indirect Cost Allocation Worksheet	√	√	Submit if provisional rates have changed
Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions SBA Form 1623	√	√	
Certification Regarding Drug-Free Workplace Requirements	√	√	
Certification Regarding Lobbying SBA Form 1711	√	√	
Disclosure Form SF-LLL	√	√	
Cash Match and Program Income Certification Form	√	√	√
Cost Sharing Proposal SBA Form 1224	√	√	
Assurances Non-Construction Programs SF-424B	√	√	

## Description of Attachments :

List of Attachments. List the attachments that will be included in your proposal submitted through [www.grants.gov](http://www.grants.gov). Complete header section containing name of SBDC, etc. when preparing this list (See Section IV, B).

Intent to Renew. In the spring of each year the Program Announcement will be made available on [www.grants.gov](http://www.grants.gov) and will indicate any programmatic changes or budgetary revisions that need to be made to original proposal submitted to OSBDC. SBDCs wishing to exercise a renewal option must e-mail or fax the Letter of Intent to Renew to the program manager in OSBDC by the appropriate date as listed on the submission date page of this Program Announcement.

### 1. PROGRAM INFORMATION

SBA Proposal Processing. All SBDC funding proposals must be reviewed by and receive concurrence from the SBA district office(s) (District Director and/or Project Officer) in their geographic territory in advance of submission to OSBDC via [www.grants.gov](http://www.grants.gov) by the dates specified in this Program Announcement. A concurrence letter from the SBA District Director must be included in the proposal. If multiple SBA district offices are in the geographic area of the SBDC, one SBA district office project officer serves as the designated primary point of contact for the SBDC. That SBA project officer must obtain the concurrence and signature of all SBA district directors in the geographic territory before forwarding the proposal to headquarters (OSBDC). Within statutory and regulatory boundaries, goals must be jointly negotiated and agreed upon with the full participation of the District Director(s) and the SBDC Lead Center Director.

After the proposal has been received by OSBDC, and final approval obtained by the AA/OSBDC, all submission and/or revisions (if any) will be reviewed for programmatic and financial content and sufficiency by the appropriate OSBDC program manager and grants management specialist. SBDCs will be contacted by OSBDC if there are unresolved issues in the proposal/submission. If there are no programmatic issues to be resolved, the SBA program manager will recommend approval to the grants management specialist. The grants management specialist will review the budget and all fiscal documentation. Once determined that all costs are in compliance with applicable OMB cost principles, the grants management specialist will process and issue the Notice of Award. Program Narrative (Provide the information requested under "I. Program Information, Narrative" in an attachment that does not exceed 50 pages. This attachment must have numbered pages.)

#### Program Management

Provide a brief summary describing:

1. the service area of the lead and Service Centers;
2. the methodology and justification for the service area resources distribution utilizing but not limited to multiple factors such as population or business census, population/counselor distribution formulas, etc.);
3. correlation of resource distribution to needs assessment studies;
4. and the management and coordination of the SBDC throughout the state or area being served.

If applicable, describe plans for the addition of any new Service Centers or programs. As part of the management strategy, describe the staffing plan including management strategy for vacancies (interim measures and acceptable vacancy timeframes), general staffing policy as it pertains to key personnel (Lead Center directors and associate directors), desirable client

wait time for counseling assistance and changes you anticipate making in the coming year. (Applicants applying for initial funding must describe how the SBDC plans to provide total state or regional coverage during a three-year period.) This section should include an explanation of the funds allocation philosophy and plans, if any, to adjust current funds distribution in accordance with that philosophy.

#### On-line Client Services

Recipient organizations must submit a project plan which utilizes web-based technology for direct client service delivery. The project plan should describe the current level of service (as defined by the self-assessment survey) and include the approach being taken to progress to a higher level, leveraging available resources that are free such as SBA's SBTN. The plan should include a narrative description of the planned goal and the effort being undertaken to achieve it, including timelines, benchmarks, anticipated results, resources and budget. Implementation of the plan is expected to begin at the beginning of the contract year.

(Note: the two paragraphs following have been moved from Section I, B, III.)

The President's Management Agenda calls for all Federal Government agencies to increase use of available technology to improve services and streamline operations. The continued expansion and use of technology in all sectors of commerce today is creating new opportunities as well as placing increased demand on the SBDC program to provide greater access to services through web-based technology. SBA views the use of web-based technology as a means to: increase outreach within existing budgets, access populations or areas otherwise difficult to reach, and offer services 24/7 when appropriate. Providing clients with tools and access to information on-line, should provide greater flexibility for SBDC counselors to provide counseling and other one-on-one activities with clients.

Applicant organizations should review their level of web-based service delivery as defined by SBA in Section VIII, Part E of this Announcement. As part of the proposal narrative, applicants should describe how on-line service delivery is incorporated into their overall service delivery plan. Where possible and to reduce duplicative efforts, SBA's Small Business Training Network (SBTN) at "[www.sba.gov/training](http://www.sba.gov/training)" should be utilized for on-line training. The project plan for online services should describe the current level of service and/or the approach being taken to progress to a higher level. This discussion should include the planned operating environment and the process to be taken to achieve it, including timelines, benchmarks, anticipated results, resources and budget.

#### Organization and Structure

Enclose an organizational chart for the total SBDC network. The chart must indicate the positioning of the Lead Center within the applicant organization and the department or division and person to whom the SBDC Lead Center director reports.

#### Program Objectives

Provide a brief summary of major program objectives and ongoing programs, highlighting any new programs, special projects or activities. To facilitate reporting, categorize the information presented using the reporting titles listed in Section VI, Part B to the extent possible. (Success stories do not need to be included in the proposal.)

#### SBDC Scheduled Closures

Provide a listing of all scheduled SBDC Lead Center and Service Center closures, whether for holidays or shutdown of the recipient organization. Anticipated closures shall be included in the annual renewal application. Emergency closures shall be reported to the SBA project officer as soon as feasible to do so. SBDC service providers shall be open during the normal business hours of their sponsoring SBDC organizations.

#### Advisory Board

Each SBDC must establish an advisory board in accordance with 15 U.S.C. 648(j). The proposal must include a list of the members of the SBDC statewide/region-wide advisory board, including their titles and a description of the board's responsibilities.

A majority of the advisory board members must be representatives from small businesses or associations representing small businesses located throughout the entire area of service. Veterans, women, minorities and Native Americans should be represented, as appropriate. There should be regular periodic meetings each year. The SBA district director should be a non-voting member.

The reasonable cost of travel of any board member for official board activities may be paid out of the SBDC's budgeted funds. An SBDC's proposal must include the date of its board's most recent meeting.

#### Conflict of Interest Policy

The proposal must include a current copy(s) of the conflict of interest policy utilized throughout the SBDC network. See Section VIII, Part B, "Conflict of Interest" for guidance on content of the Conflict of Interest Policy.

#### Training

The proposal must include a list of the types of training to be offered during the budget period. To assist SBA, categorize the types of events to be offered on a quarterly basis by topic per line ten of SBA Form 888. Recipients will be expected to provide the SBA project officer with a quarterly calendar of training or access electronically to comparable information.

#### Personnel Resumes

The proposal must include resumes for any new key personnel directly employed by the SBDC (i.e., lead and Service Center directors and special program directors).

#### Other Funds

The proposal must fully describe any other federal or state small business assistance programs, contributions or grant funds (excluding foundation accounts) managed by the SBDC network outside the SBA Cooperative Agreement. Include the source and amount of funds provided by each organization and the purpose for which the funds have been provided.

The SBDC must maintain an updated list of funding sources and amounts for each source of funds received by the SBDC network including grants, contracts and contributions. In addition, for each source of funds, documentation regarding the name and phone number of the donor/contractor/grantor, the amount of funding, the intended purpose and any requirements, stipulations or deliverables must be maintained and made available during the biennial examination process.

SBDCs managing other small business programs outside the SBA Cooperative Agreement must maintain separate accounting/financial records to ensure a clear audit trail for the funds provided under the SBDC Cooperative Agreement. Costs may not be proposed or claimed for activities for the SBDC program, regardless of funding source, for which the scope of activity is inconsistent with this Program Announcement

In accordance with 15 U.S.C. 648(a)(5), the AA/SBDC must concur with all federal initiatives to be accomplished through the SBDC networks.

Planned Milestone Accomplishments This spreadsheet is required from the Lead Center and shall separately list the goals for the Lead Center and all SBDC Service Centers, including specialty centers.

The spreadsheet must include sections on “Major Program Objectives” and “Special Projects.” For the network. The spreadsheet is available at “SBDC Forms and Worksheets.”

SBDC Network Listing Provide information for the Lead Center, SBDC Service Centers and each service location. This exhibit must be submitted in the provided format as an MS Excel file. Clearly indicate which SBDC locations are basic Service Centers and which are specialty centers, i.e., international trade, procurement. Lead Centers should also list SBDC website addresses and primary e-mail addresses. Changes to the lead or Service Center locations or status should be provided to the OSBDC program manager and the SBDC project officer within ten days of such change. Charts available at “SBDC Forms and Worksheets.”

## 2. BUDGET INFORMATION

Refer to Section IV, Part D "Budget Preparation and Funding" for additional instructions on how these forms are to be completed. OSBDC will provide SBDCs with projected funding levels to be used in budget preparation.

Form	Instructions	Available at:
Application for Federal Assistance (SF-424)	Please provide a complete street address. Do not use P.O. Box numbers.	grants.gov application package
Budget Information-Non-Construction Programs (SF-424A)	This form is required for lead centers (and Service Centers if the standard SBDC Budget Justification format is not submitted).	grants.gov application package
SBDC Budget Justification with narrative and Center Personnel List	This form is required for the Lead Center and each Service Center. Information should be completed as shown on the Sample SBA Budget Justification available at <a href="http://www.sba.gov/sbdc">www.sba.gov/sbdc</a> . The budget section format, which follows the format of the SF 424A, should not be changed. If it is necessary to change this format due to local requirements provide an SF 424A for each service center in addition to this Form. Include a list of key SBDC personnel and identify non-key positions by their titles in the SBDC Personnel List. See chart below for specific budget instructions	SBDC Forms and Worksheets
Indirect Cost Rate Agreements negotiated with cognizant	These agreements are required for Lead Center and Service Centers claiming indirect Costs	
Indirect Cost Allocation Worksheet		SBDC Forms and Worksheets



### SBDC BUDGET JUSTIFICATION INSTRUCTIONS

The direct cost and indirect cost total must agree with the 424 and 424A.

Personnel:	For each position of the SBDC, show federal, match, annual salary, number of months, level of effort in percentage and total amount used as the basis to estimate personnel costs. For key personnel, list name, position title and length of time current incumbent has held the position. For SBDC employees who are not key persons or personnel to be hired only position title is required.
Fringe Benefits:	Show fringe rates for full-time and part-time staff. Do not include fringe cost in the total amount required for personnel.
Travel:	Provide purpose for in state and out of state travel. For local travel not requiring preauthorization provide total anticipated mileage and mileage rate. For travel requiring preauthorization, itemize destinations, mode of transportation, airfare or other transportation rates, number of trips, and number of travelers. Prior approval of the SBA is required for foreign and unplanned out-of-state (not in approved budget) travel.
Equipment:	List items costing at least \$5,000 and having at least one year of useful life. The recipient organization must maintain an inventory of equipment purchased with program dollars including cost, location, and detailed description of each item. Equipment inventory must be made available upon request of the SBA.
Supplies:	Show anticipated cost of supply items such as general office, operational, computer supplies, and other supply items costing less than \$5,000. The recipient organization must maintain an inventory of controlled supplies of higher dollar value or high potential for loss such as projectors, cell phones, furniture, etc., and it must be made available upon request of the SBA.
Contractual:	Should Service Center propose sub-contractual cost, please provide budget details, such as statement of work, number of hours and rate of pay. Separate budgets (i.e., form 424A and budget justifications) are only required for Lead Center subcontracts with individual Service Center. Do not show indirect cost on contractual line. Service Center indirect cost must be shown on line j column 4 of the 424A.
Consultants:	There may be an error on form 424A showing "construction" instead of "consultants" category. Please indicate consultants cost on that line for construction. Specify the consultant's purpose and indicate the number of hours and rate of pay.
Other:	This category may include, but is not limited to computer software, copying, postage, printing, publications, subscriptions, dues; telephone, conference fees, and office space (indicate square footage and rate).
Indirect cost:	Indicate the indirect cost amount on budget justification line j and 424A, line 6j. Show indirect cost rate and method used to calculate indirect cost. You may obtain the Indirect Cost Allocation Worksheet from the SBDC website at <a href="http://www.sba.gov/sbdc">www.sba.gov/sbdc</a> . You may break out Lead Center Indirect vs. Contractual (Service Center) Indirect on line 23, Remarks. A copy of the Indirect Cost Rate agreement (ICR) approved by your cognizant agency for audits must be provided, including the signature page of the agreement to support indirect charges. A rate no higher than that The approved under the ICR may be used to calculate indirect cost. Do not include  indirect costs as cash match or as in-kind contributions. If the lead or Service Center does not have an indirect cost rate agreement, please contact the project officer at the SBA district office.

### 3. CERTIFICATION FORMS AND ASSURANCES

Form	Number	Available at:
Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Primary Covered Transactions	SBA Form 1623	<a href="#">SBDC forms and worksheets</a>
Certification Regarding Drug-Free Workplace Requirements		<a href="#">SBDC forms and worksheets</a>
Certification Regarding Lobbying – must be completed by all applicants	SBA Form 1711	<a href="#">SBDC forms and worksheets</a>
Disclosure Form	SF-LLL	grants.gov application package
Cash Match and Program Income Certification Form – includes certification of program income on hand		<a href="#">SBDC forms and worksheets</a>
Cost Sharing Proposal	SBA Form 1224	<a href="#">SBDC forms and worksheets</a>
Assurances-Non-Construction Programs	SF-424B	grants.gov application package

#### Treatment of Proposal Information

If the SBDC's proposal contains confidential data, the SBDC must follow Part 102 of SBA's regulations.

#### Confidentiality and Dissemination of Information

Unless otherwise specified, all financial, statistical, personnel and/or technical information and data which are furnished, produced or otherwise made available to the SBDC by its small business customers during the performance of this Agreement shall not be used for purposes other than performance of work under this Agreement. The above information received by the SBDC may be privileged and must not be released or disclosed by the SBDC without the prior written consent of the client unless otherwise required by law. If such information is requested in a legal proceeding, the SBDC must take the necessary precautions and legal recourse to protect privileged information.

P.L. 108-447, approved December 8, 2002, provides that client information can only be made available to SBA for legal enforcement action and financial audits. However, SBA is also allowed access to client data for obtaining program activity information or conducting client surveys.

No files or records will be removed from the premises of any government agency with which the recipient may work without the approval of the agency in possession of such documents. Publication of any information will be in accordance with OMB Circular A-110.

#### B. REQUIRED PROPOSAL SUBMISSION DATES

Each SBDC applicant is required to submit its proposal electronically via [www.grants.gov](http://www.grants.gov). Because there are some pre-conditions for submitting applications via [www.grants.gov](http://www.grants.gov), applicants are advised to allow for appropriate time to register their organization, if they are not currently registered. Specific instructions are provided on [grants.gov](http://grants.gov) for registering.

To ensure timely re-funding of SBDC continuing applications, the following time frames have been established for the submission of proposals throughout the SBDC/SBA network. Strict adherence to these time frames by both SBDC applicants and SBA personnel is imperative to allow the agency sufficient time to review and issue the Cooperative Agreement.

## SBDC's Applicant Timeline

### SBDCs funded on the federal FISCAL year

July 11, 2008	Proposal due via electronic submission from the SBDC applicant to project officer in the SBA district office – project officer, district director and SBDC applicant complete proposal negotiations.
July 18, 2008	Project officer submits target goals to OSBDC
July 24, 2008	Proposal due to the OSBDC via electronic submission on www.grants.gov at 9 p.m. EST closing time for program manager's review; Letter of Recommendation for Funding due from the SBA district director to OSBDC via e-mail and submitted with the proposal package.
September 16, 2008	Final proposal due from the Program Manager to the Grants Management Specialist for processing of the grant award.
September 23, 2008	Continuation of funding letter due from SBA to recipient organization. Issuance of Notice of Award will be made within 90 days of notification to AA/OSBDC of the final program funding amount provided that a complete proposal has been received by the AA/OSBDC.
February 3, 2009	SBDC recipient organization must submit a Letter of Intent to apply for renewed funding to the AA/SBDC.

### SBDCs funded on the CALENDAR year

July 11, 2008	Proposed target goals submitted to project officer in the SBA district officer - project officer, district director and SBDC applicant complete target goal negotiations.
July 18, 2008	Project officer submits target goals to OSBDC.
August 15, 2008	Proposal due from the SBDC applicant to project officer via electronic submission in the SBA district office – project officer, district director and SBDC applicant complete proposal negotiations.
August 28, 2008	Proposal due to the OSBDC via electronic submission on www.grants.gov at 9 p.m. EST closing time for program manager's review; Letter of Recommendation for Funding due from the district director to OSBDC via e-mail.
October 29, 2008	Final proposal due from the program manager to the grants management specialist for processing of the grant award.
December 1, 2008	Continuation of funding letter due from SBA to recipient organization. Issuance of Notice of Award will be made within 90 days of notification to AA/OSBDC of the final program funding amount provided that a complete proposal has been received by the AA/OSBDC.
March 3, 2009	SBDC recipient organization must submit a Letter of Intent to apply for renewed funding to the AA/SBDC.

## C: INTERGOVERNMENTAL REVIEW

The SBDC program does not involve the mandatory payment of any matching funds from the state or local government and does not affect directly any state or local government. As appropriate, SBDC programs should comply with Executive Order 12372, "Intergovernmental Review of Federal Programs."

## D: FUNDING RESTRICTIONS

### 1. BUDGET PREPARATION & FUNDING

#### Administrative Requirements and Cost Principles

SBA will supply federal assistance funds for the SBDC's operation. However, in order to qualify for assistance, the applicant (Lead Center) and/or its network participants, must provide, at a minimum, an additional amount (cash and in-kind match) equal to the federal dollars provided. Cash match in an amount not less than 50 percent of federal funding is required. The remainder may be indirect and/or in-kind match. No portion of the match may be from federal sources (except appropriate CDBG funds). Program income or fees collected from clients and/or attendees are also excluded from match. Cash match shall not include indirect costs, overhead costs or in-kind contributions.

When making sub-awards, administrative costs that would be incurred for establishing technical needs, determining qualified candidates, issuing requests for bids, evaluating replies and selecting an awardee may be claimed as indirect costs according to 2 CFR Part 220 (OMB Circular A-21). The Circular allows these incremental Facilities and Administrative costs on the first \$25,000 to be claimed one time in the indirect cost base for each subcontract or sub-award. It is not appropriate to claim these costs when obtaining annual funding to continue the sub-award. These costs only may be claimed when an open, competitive bidding process was involved in issuing the sub-award that included the aforementioned administrative costs.

SBDCs are governed by CFR 2 Part 215 (OMB Circular A-110) or 13 CFR Part 143 for administrative procedures and 2 CFR Part 220 (OMB Circular A-21), 2 CFR Part 225 (OMB Circular A-87), or 2 CFR Part 230 (OMB Circular A-122) for cost principles.

#### Budget Preparation

SBDCs submitting multi-year proposals must refer to Section IV, Part A "Required Application Format", for specific procedures.

The budget proposal must also show the total cost of the program as proposed in Section B of SF-424A (rev. 7/97). Such costs include personnel, fringe benefits, travel, consultants, equipment, supplies, and contractual costs. (Refer to SF- 424A, "Budget Information-Non-Construction Programs" Rev. 7/97) and budget justification instructions).

Although "Program Income" is shown on the Standard Form 424 (Application for Federal Assistance), it must not be added into the "Total Estimated Funding" – line f. of the Standard Form 424. Do not complete the "Program Income" line on the Standard Form 424A (Budget-Information – Non-Construction Programs) as it is not to be added into 6.k. Additionally, program income costs must not be included with costs totaled within the budget narrative.

For those SBDCs operating separate International Trade Centers, Procurement Centers or other specialty type centers as part of the Cooperative Agreement, the budget proposal must include a separate budget and milestone chart.

#### Travel

The budget proposal must include a description of the out-of-state (region) travel proposed, indicating estimated costs, number of persons traveling and purpose of travel.

All travel performed as part of this Agreement must be in accordance with SBDC program objectives and in compliance with the recipient's travel policy and governed by 2 CFR Part 220 (OMB Circular A-21), 2 CFR Part 230 (OMB Circular A-122), or 2 CFR Part 225 (OMB Circular A-87), as applicable. (Refer to Section VIII - Advance Understandings for prior approval requirements governing out-of-country travel.)

#### Payment of Dues

The budget proposal must also show the total amount of Cooperative Agreement funds (both federal and non-federal) the SBDC intends to allocate for payment of dues to professional associations, including the ASBDC. All dues allocated for membership in the ASBDC and/or other professional associations must be thoroughly documented and justified and include a detailed explanation of the benefits to the SBDC program derived from this expenditure. Where federal funds have been used to pay Association dues, the SBDC must be able to document that the expenditure was reasonable and necessary to the SBDC based upon the benefits derived. In addition, all memberships purchased with project funds must be in the name of the recipient rather than in the name of the individual.

#### Lobbying

There is a broad federal restriction on all grantees of the Federal Government, which prohibits the use of federal appropriated funds to lobby Congress or agencies concerning certain specified federal actions. [31 U.S.C. § 1352 (also known as the Byrd Amendment)] In addition, 2 CFR Part 230 or 2 CFR Part 220 (OMB cost circulars (A-122 at §25 and A-21 at §24 )) provide that lobbying activities are generally unallowable costs. Reference should be made to the OMB Circulars, which set forth the unallowable activities as well as the limited activities that are allowed.

#### Treatment of Service Center Costs

The budget must specify which costs will be paid by federal dollars, cash- and non-cash match. This applies to costs incurred by Service Centers as well as recipient costs.

The budget proposal must describe the financial resources offered by the applicant. The amount and source of funds being provided as match must be clearly indicated; i.e., state, university and private sector funds- distinguishing between cash match, indirect match and in-kind match. In-kind match contributions must be fully explained to show how their value is determined.

Should the applicant desire to present Service Center costs in their proposals that are co-mingled within the applicant's budget elements (i.e., personnel, fringe, travel, equipment), it must provide SBA with additional individual Service Center budgets that include a breakout of each budget element. The breakout should include individual Service Center proposed costs that are charged to the recipient, including indirect costs and their applicable indirect cost base and rate.

Should an applicant desire to propose service costs under the applicant's contractual budget element, then SBA requires that separate Service Center budgets also be provided with a breakout by line item, including the amount of federal dollars to be allocated to each Service Center, including indirect cost

with applicable cost base and rate. Should the Service Center desire to propose sub-contractual costs, provide supporting budget details such as a statement of work, the number of hours and rate of pay.

An additional separate spreadsheet with expenses for the entire network must be submitted to capture and summarize the total expenditures for each budget element/object class category, for the entire SBDC network. The object class categories on the spreadsheet will show the total *personnel, fringe benefits, travel, equipment, consultants, supplies, indirect cost and other* for the entire network. The contractual line item will not contain the Lead Center expenditures for Service Centers but will contain any other Lead Center contractual items and all contractual items in the Service Center budgets.

#### Indirect Costs and Overhead

To propose and subsequently claim indirect costs, applicants must furnish their current indirect cost rate agreement as negotiated with their cognizant federal agency, their indirect cost rate agreement certified by their state governmental unit and approved by their cognizant federal agency, or another rate calculation approved by SBA, as well as those agreements for participating Service Centers. The negotiated rate in effect at the time of the initial award shall be used throughout the entire award period covered by the proposal. Indirect costs cannot be claimed for the Lead Center or Service Centers that do not furnish approved cost rate agreements applicable to the proposed funding period. Costs may not exceed the amount allowable under the approved Indirect Cost Rate Agreement furnished with the proposal. Indirect costs claimed shall not exceed the amount of the approved budget on the Notice of Award without prior written approval of the SBA Grants Management Specialist.

Entities currently without a rate agreement negotiated with a Federal agency may request the SBA project officer to provide a rate agreement for use only in the SBDC program. Any agreements subsequently negotiated with a federal agency will supersede the SBA agreement. For entities using an SBA provided Indirect Cost Rate Agreement for the SBDC program, the following terms apply:

- ⊙ These terms are to assist in identifying and clarifying those costs considered to be “general administrative and general expenses” noted in 2 CFR 220.E (OMB Circular A-21), 2CFR 225 (OMB Circular A-87) and 2 CFR 230.C (OMB Circular A-122) They form the basis for this SBA Indirect Cost Rate Agreement and subsequently may not also be included as direct costs against the award when the SBDC Indirect Cost Rate Agreement is used.
- ⊙ Cost pools underlying the Indirect Cost Rate Agreement include personnel compensation and benefits for positions or for activities which are not both (1) in direct support of the SBDC program goals and objectives and (2) under the direction or supervision of the key person identified in the Cooperative Agreement as responsible for program performance at the respective host entity.
- ⊙ Examples include, but are not limited to, those expenditures allocable to human resources and accounting departments, sponsored project staff, corporate marketing staff, controllers, deans, chief executives and presidents of colleges and universities.
- ⊙ Non-personnel costs such as audits, supplies, materials, insurance, and other services and operating costs allocable to administrative departments and to the activities of the host entity are considered part of the “general and administrative cost pool” and thus may not also be directly charged.

F&A costs may not otherwise be charged, directly or indirectly, to the cooperative agreement or claimed as non-cash match contributions without the incorporation of an approved Indirect Cost Rate Agreement, either from a cognizant agency or from the SBA as described here.

### Justification of Costs

All costs proposed require justification and narrative explanation for the Lead Center and each Service Center. Applicants must furnish their current indirect cost rate agreement as negotiated with their cognizant federal agency or other rate calculation approved by SBA, as well as those agreements for participating Service Centers. The negotiated rate in effect at the time of the initial award shall be used throughout the approved award period except for provisional rates. Rate changes will take effect at the beginning of the next budget period. Indirect costs cannot be claimed for the Lead Center or Service Centers that do not furnish approved cost rate agreements applicable to the proposed funding period. Costs shall not exceed the approved rates furnished with the proposal. Indirect costs claimed shall not exceed the amount presented on the Notice of Award without prior written approval of the SBA Grants Management Specialist.

### Miscellaneous or Contingency Costs

No miscellaneous or contingency costs may be included in the budget. Contributions to a contingency reserve or any similar provision made for events, the occurrence of which cannot be foretold are unallowable. All costs proposed must be included in the specific line items and fully justified. All forms contained in the financial application package must be completed accurately and in full.

### Subcontracting

All subcontracting awarded as a result of this Agreement will be in accordance with 2 CFR 215.40-215.48, 13 CFR 143.36 and 13 CFR 143.37 as applicable to the entity.

### Proposal Cost

This request does not commit the Government to pay any costs incurred in the submission of a proposal.

## 2. FINANCIAL GUIDELINES

### Carryover Requests

The SBDC Lead Center Director may request approval to carry over an unexpended balance of federal funds to the next budget period only. Carryover of unexpended funds is permissible only if the funds are to be used for a project or activity within the scope of the SBDC program and the request is in the best interest of the SBA.

Carryover requests must consist of the following: (1) SF-424, budget pages, and justification; (2) narrative indicating why the funds were not expended during the period in which they were awarded; (3) SBA District Office approval; and (4) evidence of match.

The match requirement for carryover funds can be met by using overmatch from the current budget year, an increase in funds pledged by the SBDC or overmatch from the year funds were carried over from or a combination of both.

A carryover request must be made at the time of submission of the final SF-269 (no later than 90 days after the end of the budget period) or the de-obligation process will begin. Approved carryover requests require the issuance of a revised Notice of Award. The Lead Center must document that carryover funds are spent to support the activities outlined in the carryover request. Expenditures for the carryover requests must be accounted for separately from current year funds. All financial reports, pay requests and other correspondence relating to the carryover funds must reference the federal document number assigned to the funds carried forward. Those states which desire to



carryover funds that they have transferred under the ten percent rule, (Notice of Award, Prior Approval, item 4c), must obtain approval from the OSBDC prior to year end.

#### Use of Program Income

Program income must be used to further the objectives of the SBDC program and cannot be used for other purposes by centers while participating in the SBDC program or after leaving the SBDC program. SBDCs must expend any program income which exceeds 25 percent of the SBDC's total budget (SBA federal funds and matching funds) by year end. Any remaining program income may be carried over to subsequent budget periods to be utilized to further program objectives. SBDC Program recipients are responsible for establishing a separately identifiable program income account to facilitate financial reporting. All program income must be reported on SBA Form 2113 (Program Income Report). The SBDC will include as an attachment to the SF-269 the SBA Form 2113 and a narrative description of how program income was used to further eligible program objectives.

#### Cash Match Requirement

Each SBDC applicant must ensure that no less than fifty percent of the required contribution will be in cash. This cash outlay must not include indirect costs, in-kind contributions, or program income derived from activities supported in whole or in part with federal or match funds. Direct cash match committed by the applicant organization or Service Center (i.e. personnel services, fringe benefits, consultants) may be included in the cash match only to the extent that these costs were committed as part of the specific direct line item costs verified by the Certifying Representative prior to funding.

Further, the cash match shall not include: (1) funds contributed from other federal sources [see exception below]; (2) program income or fees collected from recipients of assistance, whether collected by the Lead Center, Service Centers or any other participants in the SBDC network; or (3) amounts committed by the applicant organization for unidentified and/or contingent costs in the budget proposal.

There is one exception to not allowing federal funds as cash match. Community Development Block Grant (CDBG) funds received from the Department of Housing and Urban Development are allowed when: (1) the SBDC activities are consistent with the authorized CDBG activities for which the funds were granted; and (2) the CDBG activities are identified in the Consolidated Plan of the CDBG grantee or in the agreement between the CDBG grantee and the subrecipient of the funds.

When an SBDC manages another, non-SBA funded small business program which has a program scope consistent with the SBDC program, personnel compensation and benefit costs of the program may be counted as match provided that the funds for the program did not originate from another Federal agency. See CDBG section above for exceptions where Federal funds are allowed to be used as match..

The cash match must be committed up front and identified by source, amount, and account number in the SBDC budget proposal. In addition, the contributors, requirements, specifications or deliverables must be clearly identified in the proposal. The cash match account (as well as SBA federal funds) allocated to the SBDC program, must be under the direct management of the SBDC Lead Center or Service Center Director. However, SBDC organizations are not required to establish separate bank accounts solely for SBDC purposes. The availability of this cash contribution for SBDC program operations must be certified by the official from the applicant organization who signs the Federal Assistance Form (SF-424).

If the state is providing part of the cash match, the Certifying Representative must verify that these funds have been appropriated prior to award of the Cooperative Agreement. However, in situations

where state appropriation cycles prohibit total compliance prior to award of the Cooperative Agreement, the Certifying Representative shall verify that sufficient upfront cash match will be available from the state or other sources, prior to any withdrawal of federal funds.

#### SBA Requirement for Allocation of Federal Funds

SBA requires that at least 80 percent of federal dollars provided through the Cooperative Agreement must be allocated to the direct costs of the program.

### SECTION V: APPLICATION REVIEW INFORMATION

#### PROPOSAL EVALUATION

##### A. APPLICANT SCREENING

Applications will first be screened to determine if the applicant meets stated mandatory eligibility requirements. SBA will not evaluate applicants that do not document in their application that they meet these requirements for participation in the SBDC program. Submissions will only be accepted via [www.grants.gov](http://www.grants.gov). *Submission via other electronic mediums will not be accepted. Hard copies will also not be accepted.*

##### B. SBA AND SBDC DUTIES AND RESPONSIBILITIES

###### SBA Responsibilities:

The OSBDC is responsible for:

- Mailing the renewal letter and Program Announcement to the SBDC Lead Center director
- Reviewing any changes to the proposal.
- Resolving any outstanding issues not resolved by the District Office under the Disputes Policy (See 13 CFR 130).
- Approving the proposal and issuing the Notice of Award.
- Conducting programmatic and financial reviews.

The SBA district office is responsible for:

- Negotiating the proposal with the SBDC Lead Center director incorporating district office and agency priorities, including target goals.
- Reviewing and initially approving the proposal.
- Submitting a letter of approval of the proposal by the district director to the AA/SBDC via the OSBDC program manager by both e-mail and in the electronically submitted proposal via [www.grants.gov](http://www.grants.gov).

SBDC Responsibilities:

The SBDC is responsible for:

Preparing the proposal, in concert with the SBA project officer, including milestones and target goals and a short summary of the status of the current year's accomplishments.

Electronically submitting and negotiating the proposal with the SBA project officer and SBA district director.

Submitting an electronic version of the proposal via [www.grants.gov](http://www.grants.gov) by the deadline listed in Section IV, B.

VI. AWARD ADMINISTRATION INFORMATION

A. AWARD NOTICE

All applicants will receive a written notification relative to continuation of funding for the award recipient.

B. REPORTING

1. Reporting Requirements

All SBDC's are required to report program data through SBA's EDMIS system. EDMIS serves as a centralized data collection system that collects, analyzes and reports on the data collected.

While SBDCs may, if they feel the system meets all of their MIS needs, use EDMIS as their primary MIS, they may also choose to maintain existing or complementary systems should they individually require more extensive data collection needs than that of the SBA.

All SBDCs are required to be fully capable of either manually entering data or uploading batch files to the EDMIS system. SBDCs are required to upload all data they have collected via the SBA The approved data collection tools (Form 641, Parts I, II and III and Form 888) except as precluded by statute.

PIMS Update Information: Additionally, SBA is requiring that Lead Center SBDCs exercise their partner update rights for SBA's Partner Identification Management System (PIMS) which interfaces with the EDMIS. The PIMS partner update rights allow each Lead Center SBDC to update addresses and contact information for their respective lead and Service Centers. As required by the Program Announcement, SBDCs must notify the SBA within 10 days when changes occur in contact information such as physical addresses for lead and Service Centers, telephone numbers, fax numbers, e-mail and website addresses. In furtherance of this requirement and pursuant to this notice, SBDCs must assign a person to serve as their designee for the PIMS partner update rights and provide this individual's contact information (including Name, Title, Phone Number, Email address) to their district office project officer and their program manager at the Office of Small Business Development Centers (OSBDC). These will be forwarded to SBA's IT Security unit for clearance. The designated person will be issued a User ID and Password directly from SBA's IT Security. Update rights include the ability to make edit changes as stated above but do not include the right to add new centers or close out (delete) existing centers. This latter information should still be forwarded per this Program Announcement to OSBDC/SBA for their action.

## 2. Required SBA Reports

All SBDC recipients must provide the required reports to SBA. All reports must be filed on time and failure to file timely may result in processing delays for federal funding draw down requests. The required reports are:

- a. SBDC Quarterly Counseling and Training Reports (EDMIS Summary)
- b. Report of Federal Cash Transactions, SF-272 and Financial Status Report, SF-269
- c. Semiannual Performance Report
- d. Annual Performance Report
- e. Economic Impact Data Report

## 3. Report Descriptions

- a. SBDC Quarterly Counseling and Training Reports (EDMIS Summary)

Due: No later than 30 days after the close of the applicable quarter.

All data collected from the Form 641, Parts I-III (except as precluded by statute) are to be reported through EDMIS as part of this quarterly reporting requirement.

b. Report of Federal Cash Transaction, SF-272 and Financial Status Report, SF-269

New SBDC Lead Centers: required to report 30 days after the close of each quarter for the first three years of operation with the exception of the final report which is due 90 days after the completion of the budget period. Centers in existence over three years only are required to report semi-annually.

The final report must include the SF 269 package which consists of the following:

- SBDC approved SF 269;
- Spreadsheet in support of the SF 269;
- Schedule of indirect cost reporting Federal portion and waived indirect on the SF 269;
- SBA Form 2113;
- Spread sheet in support of the SBA Form 2113; and
- Form 272, Federal Cash Transaction Report.

Note: the waived portion of indirect cost should not be included under in-kind match. The SBDC must report all unliquidated obligations (if any) on form 269 and obligations must be liquidated no later than 180 days after the end of the budget period. The total amount of unliquidated obligations must include the following:

Recipient share - Cash match disbursements and non-cash indirect match.

Federal share – Federal direct disbursements and indirect claimed as federal reimbursement.

c. Semiannual Performance Reports

Due: 30 days after the close of 6-months of operation for option year CY 2009. The semiannual report should not exceed 20 pages. The semiannual Performance Reports shall address the SBDC's major activities and objectives in a brief narrative. It should also include a discussion on the progress made toward achieving those objectives. These reports should be a summary of the activities, events or achievements in these reporting categories with accompanying management analysis. They should not be a recitation of actual events, center-by-center.

The SBDC should submit an electronic version (can be e-mailed if the attachment is under 5MB) of the semiannual Performance Report to the SBA Project Officer within 30 days after completion of six months operation. It is the Project Officer's responsibility to furnish a copy of this report and the electronic version to the OSBDC. All SBDC network partners who have been in the program less than three full fiscal or calendars year cycles must submit quarterly reports which include the same content outlined for the semiannual reports.

Unless otherwise notified by SBA, activities should be reported in the following sequence, excluding any activities not proposed in the application and adding any additional categories as appropriate. Those marked with an \* are those pertaining to SBA "national priorities."

0100 ADVOCACY

0200 CAPITAL FORMATION, including technical assistance for Community Express

0300 \*INNOVATION AND TECHNOLOGY TRANSFER AND TECHNOLOGY ASSISTANCE (see definition on page 61)  
0400 INTERNATIONAL TRADE  
0500 \*MINORITY SMALL BUSINESS DEVELOPMENT, including 8(a) assistance  
0600 RESOURCE DEVELOPMENT  
0700 \*PROCUREMENT  
0800 SPECIAL EMPHASIS GROUPS  
0900 \*ECONOMIC DEVELOPMENT, FAITH BASED AND COMMUNITY INITIATIVES  
1000 RESEARCH  
1100 OTHER ACTIVITY  
1200 SUCCESS STORIES  
1300 TRAVEL  
1400 PROBLEMS  
1500 FINANCIAL REPORTS  
1600 WOMEN-OWNED BUSINESSES  
1700 \*ECONOMIC IMPACT – (may be eliminated from semiannual Performance Reports)  
1800 VETERAN AND SERVICE CONNECTED-DISABLED VETERAN - OWNED BUSINESSES, RESERVISTS ON ACTIVE DUTY AND OTHER RESERVE COMPONENT MEMBERS OF THE U.S. MILITARY  
1900 \*MANUFACTURING  
2000 \*ONLINE ACTIVITY

(See Reporting Category Definitions for further descriptions of information to be included.)

d. Annual Performance Report

Due: Within 90 days after the close of its budget period. Failure to submit this report accurately and in a timely manner could jeopardize future funding. This report should not exceed 40 pages in length and should include the following:

An overall summary of efforts in delivering the core services in the Cooperative Agreement for the full budget period, in the form of a brief narrative description and management analysis. Include a discussion of performance measurements achieved as well as an explanation of those objectives or measurements not fully met. These reports should be a summary of the activities, events or achievements in these reporting categories with accompanying management analysis. They shall not be a recitation of actual events, center by center.

An analysis and brief narrative of the impact of the activities conducted reported congruous with the requirements of the semi-annual Performance Report detailed under #3 above shall include:

- ⊗ A description of any new resources developed by the SBDC.
- ⊗ Overall observations, difficulties encountered and recommendations for improving SBDC services.
- ⊗ Economic impact data (e.g., jobs created and retained, taxes paid, growth in sales and customer satisfaction)

The SBDC must provide electronic version (can be e-mailed if the attachment is under 5MB) of the annual programmatic report to the SBA project officer within 90 days of completion of the budget period. (*Unless otherwise notified by SBA, this*

report should be in the same format as the semiannual report and should represent the consolidated effort of the entire SBDC network. Third and fourth quarter information should be included as necessary). The SBA project officer will review these reports and submit comments on a Grant/Cooperative Agreement Monitoring Statement, a copy of which will be provided to the SBDC Lead Center director and the OSBDC program manager at SBA headquarters.

e. Economic Impact Data Report

Due: Within 90 days after the close of its budget period

These data are to be incorporated into the Annual Performance Report of each SBDC network. SBDC Year-End Impact Data Collection: Calendar year-end and fiscal year-end impact data reporting which was formerly submitted through the SBDC intranet site is required to be reported through the appropriate data entry screen on EDMIS.

This year-end report requirement does not negate the requirement that client-by-client impact information be submitted quarterly through EDMIS for client status updates on Part III of Form 641.

All SBDC Lead Center directors must ensure they receive this data from all Service Centers and that the data is reported in Section VI, Part B, #1700, of this Announcement.

ECONOMIC IMPACT REPORTING

	<i>Quarterly Economic Impact Data Reporting to EDMIS (uploads from Form 641)</i>		
Date Due	Quarterly through EDMIS	90 days after close of budget period	30 days after the close of 6-months of operation 90 days after the close of the budget period
Updates on counseled clients who opened a business	√		
SBA Guaranteed Loan Data	√	From 641 data	√
Non-SBA Loan Data	√	From 641 data	√
Equity Capital Data	√	From 641 data	√
Jobs Created	√	√	√
Jobs Retained	√	√	√
Customer Satisfaction		√	√
Growth in Sales	√	√	√
Tax Revenue (State)		√	√
Tax Revenue (Federal)		√	√

#### 4. REPORTING CATEGORY DEFINITIONS

When reporting on any item you are required to include results/impact of activities. (Example: Provided procurement contract matches to 100 clients, of which 50 received awards totaling \$50 million. This moved the state from 49th place to 45th place in receipt of government contracts.) Provide reports in MS Word format (non-pdf file). Those marked with an \* are those pertaining to SBA “national priorities.”

Category	Definition
0100 ADVOCACY	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Support for small business interests within the SBDC's jurisdiction to improve the climate for small business and contribute to the vitality of the small business sector.</li> <li>• Include, as appropriate: public speeches, testimonies before state and/or federal legislatures and small business week activities.</li> </ul>
0200 CAPITAL FORMATION	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Develop or assist in developing capital for small businesses (e.g., loans, microloans, grants, Community Express).</li> <li>• Developing close linkages with SBICs, venture capital firms, Certified Development Companies (CDCs) and state and local finance programs.</li> </ul>
0300 INNOVATION AND TECHNOLOGY TRANSFER AND TECHNOLOGY ASSISTANCE	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Identifying innovation and technology developed by the Federal Government and/or academic organizations having commercial or practical potential and alerting industry and state and local governments to its availability.</li> <li>• Transferring expertise and equipment available from the Federal Government to the private sector</li> <li>• Transferring innovation and technology from business to business, SBIR activities, etc. Note in particular, any collaboration with the National Institute of Standards and Technology (NIST), and with the Environmental Protection Agency (EPA) for multi-media pollution prevention, Clean Air Act and other environmental assistance activities.</li> <li>• Providing information and education on the use of technology in everyday business activities or processes (See Section VIII D, XXII).</li> </ul>
0400 INTERNATIONAL TRADE	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Promoting increased exports by small businesses such as: supporting Export Assistance Centers (USEACs); evaluating small business firms' export capabilities; assisting with a client's export related financing needs, providing counseling, training and outreach assistance including conducting USEAC E-TAP programs and other co-partnership events; partnering with public and private sector organizations involved in export development; data base development; match services and market research; and participating in World Trade Week.</li> </ul>
0500 MINORITY SMALL BUSINESS DEVELOPMENT	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Helping minorities participate in the free enterprise system such as: working on Asian American initiatives; Black or African-American initiatives; Hispanic American initiatives; Native American initiatives; Native Hawaiian or Pacific Islanders initiatives; assisting 8(a) clients in the developmental stage and other stages; and linking minority clients with other assistance opportunities and conferences.</li> </ul>
0600 RESOURCE DEVELOPMENT	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Collaborating with funding or other partners to assist the SBDC in its mission through recruiting, developing and overseeing private and public resource organizations/individuals for the purpose of providing business development counseling, training and outreach efforts.</li> <li>• Address key partnerships and collaborations throughout the network and the</li> </ul>



	type of interaction or relationship enjoyed.
PROCUREMENT	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Fostering opportunities for increasing small business' share of procurement dollars spent by the government and private sector through conferences, computer matching services such as SBA's "Business Matchmaking," assistance to Certificate of Competency businesses and prime contractor outreach.</li> </ul>
0800 SPECIAL EMPHASIS GROUPS	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Assistance to: people with disabilities; Native Americans; young entrepreneurs; targeted associations; industry groups and other groups identified by SBA and/or the SBDC. (Note: Report minority, veteran and service connected-disabled veteran and women's efforts separately under Minority Small Business Development, Veteran and Service Connected-Disabled Veteran Owned Business and Women Owned Businesses.)</li> </ul>
0900 ECONOMIC DEVELOPMENT, FAITH BASED AND COMMUNITY INITIATIVES	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Activities that are not specific to an individual client, do not fit in other categories, and are aimed at supporting/strengthening the economic environment in the SBDC's territory.</li> <li>• Areas reported on may include Agri-Business, Rural Development, Community Development, corporate downsizing or plant closing assistance, Convention/Tourism and Incubators.</li> <li>• Activities aimed toward assisting small business and community economic development organizations such as providing counseling, training and outreach to community organizations, churches or other such entities with a significant focus on supporting the needs of small businesses.</li> </ul>
1000 RESEARCH	Demonstrate delivery of the following: <ul style="list-style-type: none"> <li>• Research efforts aimed toward assisting small business and economic development such as database development and needs analysis.</li> </ul>
1100 OTHER ACTIVITY	Provide information regarding any efforts which do not fit in the categories above. Describe and provide information about any SBDC "best practices" to be used by SBA and archived in the Clearinghouse. This also may include dissemination of basic business information as well as any specific information requested by the SBA Project Officer and mutually agreed upon with the SBDC Lead Center Director.
1200 SUCCESS STORIES	Report at least three examples of assistance provided in which tangible results occurred. Include a description of the business, the problems encountered, the assistance provided, the resources used, and the actual or expected results including economic impact. A signed statement from the success story client(s) of his/her consent for use of the success story by SBA must be kept on file. (SBA can provide a sample form if one is not available locally.)
1300 TRAVEL	Provide a description of any unplanned or unbudgeted out-of-state travel for Lead and Service Centers not disclosed in the Cooperative Agreement.
1400 PROBLEMS	Provide a description of any and all problems that have significant impact on the program or program objectives.
1500 FINANCIAL REPORTS	Furnish copies of SF-269 and SF-272, SBA Form 2113 and any requested attachments as required.
1600 WOMEN-OWNED BUSINESSES	Describe briefly collaboration with the Women's Business Centers (WBCs) and any seminars or

	specialized counseling approaches or other activities aimed at women entrepreneurs.
*1700 ECONOMIC IMPACT	<p>Report the most recent economic impact generated from the assistance you have given your clients using the following format.</p> <p># of New Businesses Created: ( populated using Form 641 EDMIS data)</p> <p>Loans: SBA # _____ \$ _____ ( populated using Form 641 EDMIS data)</p> <p>Non-SBA # _____ \$ _____ ( populated using Form 641 EDMIS data)</p> <p>Equity Capital \$ _____ ( populated using Form 641 EDMIS data)</p> <p><u>The following categories should be reported using the ASBDC Economic Impact Study or equivalent studies:</u></p> <p>Jobs: Created _____        Retained _____        Customer Satisfaction: ____%        Growth in Sales: \$ _____        New Tax Revenue: State \$ _____        Federal \$ _____</p>
1800 VETERANS, SERVICE CONNECTED-DISABLED VETERAN-OWNED BUSINESSES RESERVISTS ON ACTIVE DUTY AND OTHER RESERVE COMPONENT MEMBERS OF THE U.S. MILITARY	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> <li>Assistance targeted toward veteran and service connected-disabled veteran owned businesses, as well as Reservists and National Guard members called to active duty, such as: Veteran Entrepreneurial Training Programs; summits for veteran business owners; activities in conjunction with the Department of Veterans Affairs Vocational Rehabilitation and Employment Services; Employer Support of the Guard and Reserve (E.S.G.R.) and National Guard State Adjutants; DELTA Program; marketing and assistance for the Military Reservist Economic Injury Disaster Loan program; Patriot Express program; base closings and RIF counseling.</li> </ul>
*1900 MANUFACTURING	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> <li>Assistance to manufacturing companies or their employees, including displaced manufacturing workers. Can include efforts and support to troubled companies, companies challenged by foreign competition, NAFTA and foreign labor alternatives. This may also include cooperation efforts with other local organizations or government units concerned with manufacturing issues such as the National Institute of Standards and Technology's (NIST) Manufacturing Extension Partnership (MEP) Program.</li> </ul>
*2000 ON-LINE ACTIVITY	<p>Demonstrate delivery of the following:</p> <ul style="list-style-type: none"> <li>Activities and accomplishments which demonstrate use of web-based technology to enhance direct client service delivery such as: the use of on-line counseling (e-mail and real-time) and training; on-line expert systems or diagnostic tools to identify needed services; audio or video streaming; electronic registrations and scheduling; webinars; and other targeted uses of the Internet to facilitate delivering information to clients more cost effectively. SBDCs that did demonstration projects should provide an analysis of results.</li> <li>A summary of online enhancements achieved over the past three years.</li> </ul>

5. RECORDKEEPING REQUIREMENTS

All SBDC applicants and their Service Centers will be required to maintain complete and accurate records and supporting documentation to facilitate a thorough program audit. All significant client counseling, training and other activities shall be fully documented. SBDC applicants will support SBA's required data collection and reporting system. All SBDCs are required to either manually enter data or upload batch files to the EDMIS system. These files must contain complete information

for all fields. The EDMIS system stores this client specific information and is capable of generating reports on the data. The data collection tools consist of Form 641, Parts I, II and III, Form 888 and an online collection of annual impact data. The 641 is designed to collect client specific data. As such, these fields should be as complete as possible. Non-mandatory fields must be completed when data is available, including but not limited to capital infusion data, job creation and retention data, and other economic impact data. Economic Impact data that is collected on the 641 should also be included in the Economic Impact Report in EDMIS (formerly IMSECURE). Please note that the reporting definitions are currently undergoing review. Award recipients will be notified of any changes prior to the start of FY 2008. The most current version of approved client definitions is available on [www.sba.gov/private/EDMIS/private](http://www.sba.gov/private/EDMIS/private). Other documentation regarding EDMIS is also available at this site.

In addition to the performance, financial and program reports already mentioned in this Announcement, you must maintain the following reports:

a. Counseling Activity Reports

All SBDCs are required to collect the information currently requested on SBA Form 641 or an equivalent form that supports SBA's management information database. A client will be counted once in a Federal fiscal year with reporting to include both the number of sessions and the number of hours spent with the client.

Reporting of counseling should be identified on the SBA Form 641, Part I as face-to-face, on-line or telephone depending on the type of initial contact.

On-line counseling must meet the same standards as person-to-person counseling and there must be a signed SBA Form 641 or an equivalent form that supports SBA's management information database.

When reporting online counseling into EDMIS use the following guidelines:

- If the initial session is online, then Part I of the SBA Form 641 should be checked as on-line.
- If the on-line counseling session conducted is a follow-up session, then Part III of the SBA Form 641 should be checked as an on-line counseling session.

Agreement

Each client is required to sign a request for assistance statement that includes the following:

*"I request business management counseling from a Small Business Administration resource partner, the Small Business Development Center. I agree to cooperate should I be selected to participate in surveys designed to evaluate SBA assistance services. I understand that any information received by an SBA resource partner counselor will be held in strict confidence by the counselor to the extent allowable by law. I further understand that SBA resource partner counselors have agreed not to: (1) recommend goods or services from sources in which the individual counselor has an interest; and (2) accept fees or commissions developing from any SBA resource partner counselors. In consideration of the provision of management and/or technical assistance by a resource partner counselor, I agree to waive all claims arising out of this assistance,*

*against SBA personnel, the resource partner from whom I sought assistance, its host organizations, and the counselor(s) arising from this assistance."*

These forms shall be retained in accordance with current OMB and SBA requirements. SBDCs are responsible for reporting all counseling activities on SBA Form 641, "Counseling Information Form" or an equivalent form that supports SBA's management information database. Copies of these forms or an electronic signed copy must be available for review by the SBA when requested.

b. Training Activity

SBDCs utilize SBA Form 888, "Management Training Report" or similar program developed form to report small business management training activities. The SBA Form 888 should be prepared by the SBDC when the SBDC is responsible for managing a training activity. SBDCs may use a computerized version of this report.

Reporting Co-hosted (Collaborative) training:

When reporting training numbers for a co-hosted training, the hosts (SBA and ED resource partners) must work together to determine how to equitably divide the number of clients among themselves. Double counting of clients is not permitted.

*Examples involving multiple resource partners contributing to a single training event:*

- If each resource partner contributes a significant amount of presentation time (defined as one hour or more per partner), then each host could count all attendees.

Accordingly, if five partners co-hosted a training event with five hours of total presentation time (each partner delivering training for at least one hour) and fifteen persons attended the event, each partner could count fifteen persons trained for one hour each.

- If each partner puts in less than one hour (per partner) of presentation time, the attendee count would be divided among the hosts based on mutual agreement.

Accordingly, if five partners co-hosted a training event with 1.5 hours of total presentation time (each partner delivering training for less than one hour) and fifteen persons attended the event, the partners would negotiate how to divide the number of attendees (e.g., each partner could count three persons trained for 1.5 hours).

Reporting Training with Multiple Sessions (Temporary Operating Definition for FY2007):

Each session of a multiple-session training program or course may be counted as an individual course on SBA Form 888. Sessions must correspond with the minimum training duration identified in the definitions listed above.

SBDC's will submit all training information from the SBA Form 888s or equivalent form quarterly to SBA's EDMIS system.

The list must be certified with the signature of the Lead Center director. The SBA Form 888 or similar program developed form must be maintained at the SBDC for review by the SBA project officer.

c. SBDC Client Evaluation Forms

Evaluations must be solicited from SBDC clients who receive continuous counseling or attend an SBDC training event. All SBDCs should develop internal procedures to ensure that these evaluations are performed on a regular basis and retain these documents on file.

Two OMB-approved forms may be used for this purpose. SBA Form 1419 "SBDC Counseling Evaluation" (OMB #3245-0183) may be used for counseling evaluations, and SBA Form 20 "National Training Participant Evaluation Questionnaire" (OMB #3245-0075) may be used for training. Additionally, SBDCs may utilize their own forms as replacements provided they capture the same pertinent information on counseling or training required by the Administration. Computerized versions of these forms are also acceptable.

d. Financial Recordkeeping

An SBDC must maintain the documentation for year-end Standard Forms 269 and 272 financial reports as required by OMB Circulars and SBA Regulations. SBDC Lead Centers and Service Centers which manage other non-SBDC funds (i.e. not included in the proposal or SBA Cooperative Agreement) must maintain separate ledgers and transaction journals for the SBDC financial activity to ensure a clear audit trail of the financial resources used under the SBDC Cooperative Agreement as required by 2 CFR Part 215 (OMB Circular A-110) and CFR § 143.20. SBDC expenditures of federal, matching and program income must be accounted for separately from other center resources. In addition, funds must be identifiable to the program year for which they were provided. Funds that were approved as a "carryover" from a previous program year also must be maintained and reported separately. SBDCs must maintain support documents for SBA Form 2113 and SF-269s. This support should consist of at a minimum:

- A spreadsheet which acts as a reconciliation between the SF-269 and the disbursement journals at the Lead Center and Service Center(s). This applies to the Lead Center only.
- Support for all charges to the Cooperative Agreement, but not limited to the disbursement ledger, vendor invoices, canceled checks and journal entries
- The expense reimbursement invoices submitted from the Service Centers and any related supporting documentation (i.e., disbursement ledgers, comparison of actual to budgeted expenditures) (This applies to Lead Center only.)
  
- Any agreement(s) related to matching costs
- Support for program income receipts and expenditures including receipt and disbursement journals
- Salary and wage records for SBDC employees charged to the Cooperative Agreement (Both recipients and sub-recipients must maintain the appropriate standard 2 CFR Part 220, 2 CFR Part 230, or 2 CFR 225 {Circular A-21, OMB Circular A-122, or OMB Circular A-87} to document costs for full-time and part-time personnel

allocated to the program. This may include, but is not limited to the following: Time and Effort Certification, appointment letters or contracts, performance reviews, payroll journals and/or activity reports. The records should be incorporated into the official records of the institution.)

- Support for in-kind costs. Contributions, when used as match, must be documented showing the name of donor, phone number, signature of donor, date of donation, justification of the value of goods or services {hours with labor rate of services} and narrative description of service provided or item donated. OSBDC implemented the following policy regarding in-kind contributions in program year 2008:
  - ◆ Contributions may include, but are not limited to, cost items such as time and materials, office space, and equipment.
  - ◆ A bona fide contribution exists and may be claimed when the source of the donation has no reasonable expectation of compensation such as a requirement that the contribution be made as a provision in a contract or purchase order for the products or service.
  - ◆ Paid SBDC staff, i.e. host employees, are not eligible sources of in-kind contributions over and above the remuneration of salaries and benefits provided by the host organization.
  - ◆ SBDC support documentation must include the following: dated and signed statement from the donor identifying the specific nature of the donation, contact information, and indicating that no additional remuneration is expected. Donor documentation may resemble an invoice with those provisions.
  - ◆ The SBDC must document the annual basis for valuing the donation in a clear manner such as the following: 3 bids or quotes in response to a competitive procurement process for similar cost items; sales literature, price catalogs; published schedules; or documented pricing for similar cost items previously paid for by the host institution.
  - ◆ The total value of paid and donated services from each donor must represent a reasonable value to the government and be consistent with the procurement policies and standards of the host institution.

## SECTION VII. AGENCY CONTACT(S)

### A. PROGRAM POINTS OF CONTACT

Questions concerning general information contained in this Announcement should be directed to the SBA Office of Small Business Development Centers via Theresa Hahn at 202-205-6766. Questions concerning the technical aspects of this Program Announcement should be directed to the Office of Small Business Development Centers at [osbdc@sba.gov](mailto:osbdc@sba.gov).

## B. FINANCIAL/GRANTS MANAGEMENT CONTACT

Questions concerning budget or funding of this Cooperative Agreement should be directed to the Office of Small Business Development Centers at [osbdc@sba.gov](mailto:osbdc@sba.gov). Only eligible entities should contact the SBA. See Section III of this Program Announcement for eligible entities.

## C. PEER CONTACTS

A list of peer contacts for this Announcement can be obtained by emailing the Office of Small Business Development Centers at [osbdc@sba.gov](mailto:osbdc@sba.gov). Only eligible entities should contact the SBA. See Section III of this Program Announcement for eligible entities.

## SECTION VIII: OTHER INFORMATION

### A. PROGRAM OVERVIEW

SBDCs operate under a plan to provide assistance within a state or designated geographical area. As a condition to any SBA grant award made, SBDC applicants are required to provide at least an equal amount of matching funds from sources other than the Federal Government. SBDCs operate under the provisions of 15 USC 648 and 13 CFR Part 130. The Cooperative Agreement is administered in accordance with 13 CFR Part 143 or 2 CFR Part 215 (OMB Circular A-110), as well as other applicable OMB Circulars (see Circulars listed below), a Notice of Award (the Agreement) issued by SBA and the provisions of this Program Announcement.

The SBDC Cooperative Agreement Notice of Award incorporates by reference all applicable OMB Circulars, including:

1. 2 CFR Part 220 “Cost Principles for Educational Institutions.” (OMB Circular A-21)
2. 2 CFR Part 215, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.” (OMB Circular A-110)
3. 2 CFR Part 230, “Cost Principles for Non-Profit Organizations.” (OMB Circular A-122)
4. 2 CFR Part 225, “Audits of State, Local, and Indian Tribal Governments” (OMB Circular A-87)
5. 13 CFR Part 143 “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (OMB Circular A-102)
6. 29 CFR part 99, “Audits of States, Local Governments, and Non-Profit Organizations.” (OMB Circular A-133)

Current versions of OMB Circulars are available from the Office of Management and Budget’s website. The address is: [www.whitehouse.gov/WH/EOP/OMB/html/circular.html](http://www.whitehouse.gov/WH/EOP/OMB/html/circular.html).

The SBDC network must provide services as geographically close as possible to small businesses by using a variety of service delivery mechanisms, including satellite locations, traveling counselors and electronic capabilities, as appropriate. The facilities and staff of each SBDC shall be located in places that will provide maximum accessibility and benefits to the small businesses which the SBDC is intended to serve. The SBDC will develop a plan as part of the proposal specifying the extent to which SBDC statutory and program duties will be delivered to address the needs of the small business community in the area to be served. In doing so, SBDCs must ensure that statutory and regulatory requirements are met.

The Lead Center must establish and maintain a program control center to provide administrative services to the SBDC network within the state. These administrative services shall include, but not necessarily be limited to: (1) program development; (2) program management; (3) promotion and public relations; (4) financial accounting; (5) reports management; and (6) internal quality control. Records shall be maintained in the Lead Center indicating the federal, state, local government, academic and private sector resources available to the SBDC network and the types of services provided to clients.

The Lead Center must have its own full-time staff, must have a separate budget and identity and, if part of a larger unit, must be a clearly distinguishable sub-unit. Staffing must include a full-time (100%) Lead Center Director who will operate and administer the operations of the SBDC network and must have full authority to make expenditures under the Center's budget as well as to manage the program activities. Other statutory requirements for the SBDC are outlined in 15 U.S.C. 648 (c)(2).

#### 1. REQUIRED REPORTING LINES FOR SBDC LEAD CENTER DIRECTOR

The SBDC director, if an employee of an SBDC Lead Center hosted by an educational institution, must report to the school or college dean or an equivalent or higher level administrator. In a non-educational organization, the SBDC director must report to an individual who is no lower than the third level of management or administration within a state agency.

#### 2. CONTINUATION OF FUNDS

It is SBA's intention to continue to fund SBDC applicants annually to ensure ongoing services to small businesses. However, an SBDC may not receive continued funding if there has been a clear showing of poor performance, improper activity affecting the operation and integrity of the SBDC, or a failure to follow the rules and procedures set forth in the statute, regulation and/or Program Announcement as incorporated into the Cooperative Agreement.

#### 3. PROGRAM ORGANIZATION AND SBDC NAME

The specific identification "Small Business Development Center" or "Small Business and Technology Development Center" shall be a part of the name of every SBDC organization within the SBDC network. No other name designations or variations will be accepted. An SBDC proposing to use the identification "Small Business and Technology Development Center" must follow the procedures set forth in Section VIII, Part E, "Guidelines," and have the advance written approval of the AA/SBDCs. The statewide Small Business Development Center organization is referred to as the "Lead" SBDC. The Lead Center manages and administers a comprehensive small business assistance network, consisting of the Lead Center and its Service Centers, under the terms of a cooperative agreement between the U. S. Small Business Administration and the recipient organization. This network is part of the Small Business Development Center program.

#### 4. USE OF SBA LOGO AND ACKNOWLEDGEMENT OF SUPPORT

SBA is committed to working closely with its resource partners to provide quality, customer-centric products and services that support the evolving needs of small business. Under the SBDC program (as established by the Small Business Act), SBA provides funding and other support to organizations for the provision of technical assistance to small business concerns. SBA provides significant federal funding to the SBDC program on an annual basis, and each SBDC operates under the program's regulations and §21 of the Small Business Act. Accordingly, all SBDCs are required to appropriately acknowledge SBA's support.



It is important that SBA's role, identity and network of resources be clearly understood by SBDC clients. Further, SBA wants to ensure that all Agency and partner resources are fully leveraged, such that product duplication is avoided and sharing is prominent among and between SBA, SBDCs nationwide and other SBA resource partners.

Under this Agreement, each SBDC Lead and Service Center must feature the SBA logo and/or official acknowledgement of support on all materials produced (either in whole or in part) using project funds (i.e., federal funds, matching funds and/or program income). This requirement does not apply to materials that are not produced using project funds. For purposes of this section, the term "materials" includes, but is not limited to, items such as press releases, brochures, reports, advertisements, training booklets, websites, etc. The term "materials" does not include items such as stationery or business cards. A link to the SBA logo which appears below will be provided in SBA's Continuation Letter and/or Notice of Award:



In addition, while SBDCs must display signage featuring the SBA logo at all facilities open to the public, such signage must also prominently feature the acknowledgement of support identified below.

Where used, the SBA logo may be positioned in close proximity to an SBDC's own logo or may be placed in a prominent location elsewhere in the material. Additionally, whenever an SBDC elects to use the SBA logo, the following statement must appear immediately below or adjacent to that logo:

*Funded in part through a Cooperative Agreement with the U.S. Small Business Administration.*

This acknowledgement of support must appear verbatim and may not be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, an SBDC may substitute "SBA" for "U.S. Small Business Administration" in the acknowledgement of support. The acknowledgement of support must be presented in a legible typeface, font size and - where applicable - color contrast.

On materials for which an SBDC does not elect to use the SBA logo, it must at a minimum feature the acknowledgement of support listed above. The SBA logo and/or acknowledgement of support may not be used in connection with SBDC activities that are outside the scope of the Cooperative Agreement. In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgement of support appear on items used in conjunction with fundraising; lobbying; or the express or implied endorsement of any good, service, entity or individual.

Furthermore, where an SBDC produces materials which feature editorial content, it must use the following alternate acknowledgement of support (either independently or in conjunction with the SBA logo):

*Funded in part through a cooperative agreement with the U.S. Small Business Administration. All opinions, conclusions or recommendations expressed are those of the author(s) and do not necessarily reflect the views of the SBA.*

## 5. Shared Information

The SBA will have an unlimited license and all rights to use data (excluding private client data), including those prepared or stored electronically, which are generated either partially or fully under this Cooperative Agreement, including materials that are copyrighted. Therefore, all SBDC-developed or funded training and/or information materials, such as publications, training guides/materials, online courses, online tools, web sites, etc. prepared for the betterment of small businesses will be readily available to SBA and all of its resources partners. As part of their planning process, SBDCs will be expected to develop plans for generating and sharing SBDC-produced training and information materials. These plans will be incorporated in the annual operating plan prepared by each SBDC Lead Center and reviewed with the SBA program office. Materials appropriate for sharing should also be sent to the SBDC Clearinghouse. SBA may select some training materials for distribution via SBA's national on-line training network, the Small Business Training Network (SBTN) ([www.sba.gov/training](http://www.sba.gov/training)). Registered clients taking such SBTN delivered courses which meet ED client definitions will be credited to the respective SBDC.

In accordance with Section 502 of the Rehabilitation Act and the Americans With Disabilities Act of 1990, all notices; promotional items; brochures; publications and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops sponsored or cosponsored by the SBA, must include the following accessibility/accommodations notice:

*Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact [name, address, and phone number of person who will make the arrangements].*

Any surveys or information collections to be conducted by the recipient as a requirement of the Cooperative Agreement are subject to the requirements of the Paperwork Reduction Act, as amended. The SBA agrees that, before requiring the recipient to conduct surveys or information collections, it will complete the necessary requirements under the Paperwork Reduction Act. Surveys conducted by the recipient, independent of the SBA, are not subject to the Paperwork Reduction Act.

## B. ADVANCE UNDERSTANDINGS

Services and programs provided through the Cooperative Agreement should not wholly duplicate or replace any existing programs. Federal funds shall not be used to supplant or wholly duplicate existing programs. Where these understandings conflict with Section 21 of the Small Business Act, Part 130 of SBA's regulations, relevant OMB circulars or SBA's policy notices, all of the above will control and take precedence over these understandings.

### 1. LEGISLATIVE AND EXECUTIVE ORDER REQUIREMENTS

Each SBDC is also required to comply with legislation passed by the Congress and Executive Orders issued by the President, federal executive agencies, including the Small Business Administration

(SBA). Regulations and policies implementing these laws and Executive Orders can be found in Title 13, Code of Federal Regulations (CFR), Chapter 1, or SBA's Standard Operating Procedures (SOPs). In order to provide the required notices, the following is a brief summary of the various laws and Executive Orders that affect SBA's Entrepreneurial Development programs.

#### Paperwork Reduction Act (44 U.S.C. § 3501)

SBA is collecting record keeping information on form OMB 83-I in order to facilitate business assistance services to its clients and for agency analyses related to the operation and management of the Entrepreneurial Development programs. Periodically, the SBA may use the information collected

on this form to produce summary reports for program and management analysis, as required by law. SBA also intends to use the individual client data to select participants for follow-up surveys designed to evaluate SBA assistance services.

NOTE: The estimated burden for completing this information is three minutes. Your responses to the requested information are voluntary under these programs. You are not required to respond to the questions on this form if it does not display a currently valid OMB control number. If you have questions or comments concerning any aspect of this information, please contact the U.S. Small Business Administration Information Branch, Washington, DC 20216 and/or Desk Officer for the Small Business Administration, Office of Management and Budget, Office of Information Regulatory Affairs, 725 17<sup>th</sup> St., NW, Washington, DC 20501.

Privacy Act (5 U.S.C. § 552)

Any person can request to see or get copies of any personal information that SBA has in his/her own file, when the information is retrievable by individual identifiers, such as name or social security number. Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act.

Note: Any person concerned with the collection, use and disclosure of information, under the Privacy Act may contact the Chief, Freedom of Information/Privacy Act Office, U.S. Small Business Administration, Suite 5900, 409 3<sup>rd</sup> St, SW, Washington, DC 20216 for information about the Agency's procedures relating to the Privacy Act and FOIA.

In addition to the above (per the Small Business Act):

- (A) IN GENERAL -- A small business development center, consortium of small business development centers, or contractor or agent of a small business development center may not disclose the name, address, or telephone number of any individual or small business concern receiving assistance under this section without the consent of such individual or small business concern, unless—
  - (i) the Administrator is ordered to make such a disclosure by a court in any civil or criminal enforcement action initiated by a Federal or State agency; or
  - (ii) the Administrator considers such a disclosure to be necessary for the purpose of conducting a financial audit of a small business development center, but a disclosure under this clause shall be limited to the information necessary for such audit.
- (B) ADMINISTRATOR USE OF INFORMATION.—This section shall not—
  - (i) restrict Administrator access to program activity data; or
  - (ii) prevent the Administrator from using client information to conduct client surveys.
- (C) REGULATIONS.—
  - (i) IN GENERAL.—The Administrator shall issue regulations to establish standards—
    - (I) for disclosures with respect to financial audits under subparagraph (A)(ii); and
    - (II) for client surveys under subparagraph (B)(ii), including standards for oversight of such surveys and for dissemination and use of client information.
  - (ii) MAXIMUM PRIVACY PROTECTION.—Regulations under this subparagraph, [sic] shall, to the extent practicable, provide for the maximum amount of privacy protection.
  - (iii) INSPECTOR GENERAL.—Until the effective date of regulations under this subparagraph, any client survey and the use of such information shall be approved by the Inspector General who shall include such approval in his semi-annual report.

Freedom of Information Act (5 U.S.C. § 552)

This law provides, with some exceptions, that SBA must supply agency records, (i.e., information in its files and records) to a person requesting it. This generally includes aggregate statistical data on SBA's business assistance programs. SBA does not routinely make available a client's proprietary data (without first doing pre-notification, as required by Executive Order 12600), or information that would cause competitive harm or constitute a clearly unwarranted invasion of personal privacy.

For information about the Freedom of Information Act, contact Chief, Freedom of Information/Privacy Act Office, U.S. Small Business Administration, 409 3<sup>rd</sup> St., SW, Suite 5900, Washington, DC 20216.

Trafficking Victims Protection Act of 2000: Pursuant to Executive Order 13333, the recipient agrees to the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), as described below.

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either--

- A. Associated with performance under this award; or
- B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *[agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")]*.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
  - i. Associated with performance under this award; or

- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *[agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")]*.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
  1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

## 2. HOURS OF OPERATION

The Lead Center and Service Centers shall be open to the public throughout the year during the normal business hours of the host institution. In addition, provision should be made to provide evening and weekend assistance, both on-line and in Service Centers, as appropriate to meet local community demands and needs. Anticipated closings shall be included in any annual renewal application. Emergency closures shall be reported to the SBA Project Officer as soon as is feasible. Other SBDC service providers shall be open during the normal business hours of their sponsoring SBDC organization.

## 3. TRAVEL

The travel charged to the Cooperative Agreement must be in accordance with provisions of the grant and utilized in conformance with 13 CFR 130.460(g), and will be used under the same formula for travel reimbursement as provided by the host institution. Award funds are not available for the

payment of per diem, lodging, meals or other subsistence expenses associated with local travel. However, award funds may be used to pay transportation expenses for local travel.

SBDCs are authorized to include a certain amount of funds in the proposal for "unplanned" travel. Unplanned travel is defined as "travel which is necessary to further SBDC objectives, but for which a complete description and/or justification could not be provided in the proposal." SBDCs are required to notify the SBA Project Officer of any unplanned (not in the approved budget) out-of-state travel and report after the fact in the quarterly or annual report. Requests for out-of-state travel exceeding the amount approved in the proposal must be submitted for prior approval to the SBA Project Officer.

Travel funds are authorized for the SBDC Lead Center director and/or his/her designee to attend two Association of Small Business Development Center meetings per year. Travel funds may also be authorized for additional SBDC staff to attend meetings designed for professional development purposes. Further, one trip per year, as approved by the AA/SBDC, is authorized to allow the SBDC Lead Center director and/or his/her designee to meet with national SBA officials to discuss local program initiatives.

Travel outside the United States and its territories which is either: (1) charged to the Cooperative Agreement; or (2) performed while on duty for the recipient organization must be submitted to the District Director who shall submit a recommendation to the AA/SBDC or his/her designee for prior approval on a case-by-case basis. (Travel to be completed using vacation time regularly earned is not subject to approval by the AA/SBDC.) Failure to obtain this approval may result in suspension or termination of funding.

#### 4. PRIVATE SECTOR COMPETITION

SBDCs should not compete with the private sector and must make every effort to avoid the appearance of competition with the private sector.

#### 5. PUBLICATION AND POSTAGE REQUIREMENTS

Any publication generated by an SBDC with program funds, whether copyrighted or not, must include an acknowledgment of support by SBA (see page 4). This includes, but is not limited to, newsletters and training brochures. Publications produced by the SBDC must promote SBDC services and provide information of direct benefit to the SBDC's local small business community. Lead Centers and SBDC Service Centers are not authorized to utilize any type of SBA postage franking privilege.

#### 6. LEGAL SERVICES RESTRICTIONS

No costs associated (either directly or indirectly) with civil, criminal or administrative litigation are allowable under an award made pursuant to this Announcement. Project funds may be used to pay the cost of non-litigation legal counseling services either to the recipient of this award or project beneficiaries. However, all parties receiving such services must agree in writing to waive any claims of privilege over such services with regard to SBA to the extent necessary for the Agency to perform its monitoring and oversight function.

SBDCs may offer training courses on business law issues, provided that legal topics are presented by individuals qualified by training and experience to address such topics. In furtherance of their educational mission, SBDCs may negotiate arrangements with law schools to offer clients access to supervised student legal clinics that are approved by the state attorney licensing entity. The SBDC must make appropriate disclosures and disclaimers to that effect.

#### 7. EEO AND DISABLED ACCESSIBILITY/ACCOMMODATION REQUIREMENTS

All SBDC services must be provided on a nondiscriminatory basis, and no individual may be excluded from any program because of race, color, religion, sex, age, disability or national origin. Workshops, seminars and conferences must be held in disabled accessible locations. Reasonable accommodation must be made, upon request, for visually and hearing impaired attendees. SBDCs are required to make modifications and accommodations (which do not fundamentally alter the program

or activity or entail undue hardship) to enable otherwise qualified disabled individuals to participate. The SBDC network must comply with 13 CFR Parts 112, 113, 117 and 136.

#### 8. CONFLICT OF INTEREST POLICY

Each SBDC network must have a written conflict of interest policy which is signed annually by all employees, consultants, instructors and volunteers of the SBDC network. The policy must include enforceable elements safeguarding the SBDC program from the actual or apparent conflict that could result from:

- Personal gain, remuneration or pecuniary interest in a past or current SBDC client(s).
- The solicitation or acceptance of any gift, loan, reward, equity in a business, compensation or other monetary remuneration, promise of future employment.
- A compensated recommendation for any goods or services to an SBDC client.
- Soliciting or accepting a compensated position for services which are part of the SBDC network services.
- Disclosing any private or confidential business or personal information to a third party other than SBA without written consent of the client.

#### 9. CHANGES IN POINTS OF COMMUNICATION

The SBDC Lead Center director must notify the SBA district director(s) and the OSBDC within ten days when changes occur in contact information such as physical addresses for lead and Service Centers, telephone numbers, fax numbers, e-mail and website addresses.

#### 10. DISPUTE RESOLUTION

Dispute resolution occurs when there is a programmatic or financial disagreement between the recipient organization and the SBA, and the recipient organization requests that the dispute be handled by SBA in a formal manner.

Any dispute arising during the annual negotiation phase of the Cooperative Agreement, or after award of the Cooperative Agreement, shall be resolved in the manner prescribed and within the time frames stated in the SBDC regulations and the Notice of Award (Cooperative Agreement). Every effort shall be made to resolve disputes at the district office level.

When handling such disputes, the AA/SBDC has specific responsibilities assigned by law. Other responsibilities reside with District Office personnel and SBA headquarters offices. These are outlined in the SBDC regulations, the notice of award, and Agency regulations governing appeals.

#### 11. SMALL BUSINESS WEEK

SBDCs are encouraged to promote, support, plan, implement and participate in Small Business Week activities in cooperation and coordination with local and national SBA officials. SBDC Lead Center directors and other SBDC personnel, with their strong links to prominent entrepreneurs and small business advocates in their communities, should nominate individuals for Small Business Week awards.

#### 12. SELECTION OF A LEAD CENTER SBDC DIRECTOR

In the case of a Lead Center director vacancy, the recipient organization must notify the SBA district director (DD), regional administrator and OSBDC when a Lead Center director vacancy is going to occur. A new SBDC Lead Center director should be selected as soon as possible; recruitment plans that would call for filling the vacancy in excess of 120 days beyond the director's departure date must be approved by the OSBDC.

Prerequisite to filling a Lead Center director position, the recipient organization must submit recruitment and selection plans for an SBDC Lead Center director position to the SBA district director (or lead district director when there is more than one district office) with a copy to the OSBDC program manager for approval of the plan's adequacy. The recipient organization must take whatever steps are necessary to obtain an adequate and qualified candidate pool for the position, which may include conducting a national search, utilizing distribution services of professional organizations and using the resources of the Association of Small Business Development Centers (ASBDC), etc. However, no SBA employee may participate in any manner in the selection process for any SBDC employees (including lead or Service Center directors). In particular, no SBA employee may participate in a candidate review panel or urge the recipient organization to consider or select a particular candidate.

An interim director must be appointed until a permanent Lead Center director is selected and the DD, the regional administrator and the SBA OSBDC must be notified of such appointment. The SBA district director (or lead district director) will evaluate the credentials of the selected candidate in order to determine whether that individual meets the requirements necessary for the position as described in this document and either concur or object to the selection. If the district director objects to the selection of the SBDC Lead Center director candidate, he or she must provide a written copy of his/her decision to the recipient organization, the regional administrator, and the AA/OSBDC. That objection must set forth the relevant selection criteria which the district director believes the candidate failed to meet.

Upon receipt of a written objection, the AA/OSBDC shall conduct a fact finding effort with the appropriate parties including the recipient organization, the regional administrator and the district director (or lead district director) to review the reason(s) for the objection.

The AA/OSBDC will make the final determination. If the AA/OSBDC upholds the SBA district director's (or lead district director) objection, the recipient organization must either select one of the remaining qualified candidates according to the recipient organization's policies or conduct a new recruitment process for the Lead Center Director position.

In all matters concerning the hiring of a Lead Center director, time is of the essence; all applicable law applies.

### 13. EXAMINATIONS AND ACCREDITATIONS

As outlined in 15 USC 648(k), biennial program and financial examinations of SBDCs are conducted by SBA's Office of Small Business Development Centers (OSBDC). In addition, an accreditation program is operated by the ASBDC under contract from the SBA. As required by the Small Business Act, the SBA may not renew or extend any cooperative agreement with an SBDC unless it has been approved under the accreditation program. Where a finding of deferral (or denial, if SBA agrees to a short term extension of funding authorization) has been imposed upon an SBDC as a result of the accreditation process, a proposal including a plan of work describing actions to be taken and a

timeframe for meeting the specified conditions identified in the denial or deferral must be prepared by the SBDC and provided to the AA/SBDC.

OSBDC and the ASBDC Accreditation Committee will work together to focus on improvements and/or corrective actions resulting from financial examinations and accreditation reviews. The AA/SBDC may waive the accreditation requirement and provide funding to an SBDC upon a showing that the SBDC is making a good faith effort to obtain accreditation and/or to correct conditions identified through the accreditation process.

### 14. LEVERAGING RESOURCES



SBDC training and/or information materials, developed with SBDC program funds (such as publications, training guides/materials, outline courses, on-line tools, websites, CD ROMs and videos) will be made readily available to SBA for use for other federal purposes. All such materials will provide appropriate credit to the developing SBDC. A plan for sharing such SBDC-generated training and information materials for other federal purposes will be prepared by the SBDC program office in cooperation with the ASBDC and the National SBDC Advisory Board.

#### 15. DISASTER OPERATIONS PLAN

Each Lead Center and its Service Centers must have in place disaster plans which are coordinated with the host institution to ensure delivery of services to small businesses in its area of operations. Such plans must be kept on file and available for review by SBA officials. Plans should be reviewed annually by the Center Directors and updated as needed. SBDCs individually, and in cooperation with SBA and other federal agencies as well as state and local entities are encouraged to provide disaster recovery assistance to support impacted small businesses in local economies.

#### 16. RECIPIENT ORGANIZATION (LEAD CENTER) TRANSITION ACTIVITIES

In the event of a recipient organization (SBDC Lead Center) exiting the program, there are a number of procedures which must be undertaken to ensure a smooth transition to a new recipient organization (SBDC Lead Center). These include, but are not limited to:

- Taking an inventory of all property bought with program (both federal and match funds) funds including equipment, personal property, supplies, and intellectual property. The inventory should identify each item and describe its funding source (Federal, match), serial number, software installed if computer, acquisition value, current value, date acquired, current location, and current condition.
  - Arranging for the transfer of supplies and equipment to the new host or SBA as directed.
  - Arranging for the transfer of clients documents, including counseling and training files.
  - Preparing for the transfer of electronic records as soon as possible, to enable the new host to begin services immediately after the termination date. Allowance is made for the exiting host to transfer data records prior to the termination date.
  
  - Referring clients requesting services to the new SBDC host upon the termination date such as web site and telephone communications.
  
  - Reconciling all accounts for program funds (both federal and match) as well as program income.
- a. Consistent with the termination of services, transferring the program income fund balance to the new SBDC host at the end of the program period.
- Providing for the submission of final electronic and paper activity and financial reports as required by the Notice of Award.
  - Providing for the submission of final billing as required in the Notice of Award.
  - Providing for the participation in SBA closeout reviews including financial documentation.

#### 17. EQUIPMENT

The Recipient must maintain adequate records for equipment purchased with Federal funds, matching funds/claimed as in-kind match and equipment purchased with program income. These records must include an inventory of equipment, shall include a description of the equipment, acquisition date and cost, location and condition of equipment and the unit acquisition cost. The Recipient agrees that use and disposition of such equipment will be in accordance with 2 CFR Part 215 and 13 CFR Part 143. A copy of the equipment inventory must be made available upon request of the SBA.

## C. DEFINITIONS

### 1. BUDGET PERIOD

The 12-month period in which expenditure obligations are incurred by an SBDC network, coinciding with either the calendar year or the federal fiscal year. For the purposes of this announcement, the initial budget period will be from October 1, 2007 to September 30, 2009 for fiscal states/regions and January 1, 2009 to December 31, 2009 for calendar states/regions.

### 2. Businesses Created, Number of (Reporting)

As computed by EDMIS, businesses are considered “Created” if, at the previous session (whether in the current fiscal year, or a past one), the client was not “in business,” and at a subsequent session or update (in the fiscal year being reported ) was “in business” (Form 641, Part II, Field 20 and Part III, Field 39).

### 3. Capital Infusion

- ⌚ Dollar Amount of SBA Loans
- ⌚ Dollar Amount of non-SBA Loans
- ⌚ Dollar Amount of Equity Capital (to include private investment)

Capital infusion includes all forms of debt and investments from all sources (i.e., lines of credit, consumer debt products used specifically for the business, angel investors, owner’s capital contributions, etc.). Credit lines and other revolving debt facilities/instruments are to be recognized for the full amount of the line of credit when established and not to be based on individual draw-downs.

### 4. Reporting Capital Infusion

Capital infusion will be tracked throughout each fiscal year and compiled from year-to-year to collect aggregate data. Capital infusion is the aggregate amount from Form 641, Part III, \$ Total Amount of SBA Loans, \$ Total Amount of non- SBA loans and \$ Amount of Equity Capital Received. Capital infusion shall be documented once it is know to have occurred reported, client-by-client, once it is known as an update on Form 641, Part III, and uploaded to EDMIS on a quarterly basis.

### 5. Contact Hours

The amount of time spent directly counseling/interacting with a business or individual client.

### 6. CLIENT

The client is the business, if it exists. In the case of a prospective business, the client is the individual (i.e., nascent entrepreneur or pre-venture) receiving SBDC services. Each client will be counted only once in a fiscal year, and the reporting will include both the number of sessions and the number of hours spent with the client. There are two types of clients:

- a. In-Business:

Completed required registration(s), if applicable, with the local, state, and/or Federal government (e.g., DBA registration, get a business license, agency issued tax identifications, etc.) AND at least one of the following:

- ⌚ Has documented a transaction from the sale of a product or professional or personal service for the purpose of gain or profit;
- ⌚ Has contracted for or compensated an employee(s) or independent contractor(s) to perform essential business functions;
- ⌚ Has acquired debt or equity capital to pursue business operations (e.g., to purchase inventory, equipment, building, business, etc.); or
- ⌚ Has incurred business expenses in the operation of a business.

Start-up: those individuals (entities) who have been in business up to 12 months.

b. Nascent (Pre-venture) Entrepreneur: those individuals who have taken one or more active steps to form a business, according to the Kauffman Foundation ([www.kauffman.org](http://www.kauffman.org)). This includes individuals seeking assistance from SBA and/or one of its resource partners.

#### 7. CONTRIBUTIONS/DONATIONS

Funds received by the SBDC with no conditions and may be used as match or overmatch in the year expended. Federal funds or amounts reported as match may not be used as contributions to others.

#### 8. COUNSELING

Services provided to an individual and/or business that are:

- 1) substantive in nature and require assistance from a resource partner or District Office personnel in the formation, management, financing, and/or operation of a small business enterprise; AND
- 2) specific to the needs of the business or individual; AND
- 3) require a signed SBA Form 641 or equivalent form that supports SBA's management information database.

Counseling is one-on-one, in person (face-to-face), on the telephone or electronic. To allow for reporting of time invested in a client, preparatory time will be tracked separately from contact time but attributed toward counseling time in data reporting. Travel time will not count toward counseling time but will be tracked separately.

#### Face-to-face Counseling (in person):

- ⊙ Meets the definition of "counseling" and should be no less than one hour initially (can not include prep time in this initial calculation) and includes any counseling session thereafter regardless of time.
- ⊙ Reporting Face-to-face Counseling: Each client will be counted once in a fiscal year, with the reporting to include both the number of sessions and the number of hours spent with each. If multiple people participate from one business, only one person will complete SBA Form 641. The counselor will note how many people were there so that the number of people served can be tracked. This will only be collected on the initial SBA Form 641.

#### On-line Counseling (electronic):

- ⊙ Meets the definition of "counseling" and the recipient of the counseling must acknowledge, through an SBA Form 641 or an SBA approved "electronic substitute," the requirements imposed by accepting counseling assistance from the SBA or its resource partner(s) AND online counseling should be no less than 30 minutes initially (can include prep time in this initial consultation).
- ⊙ Reporting On-line Counseling: At a minimum the following fields should be completed on SBA Form 641 or an SBA approved electronic substitute:
  - #3 – Client Name or approved client-coded name/number

#4 – Email Address  
#10 – Zip Code

Telephone Counseling:

- ⊙ Meets the definition of “counseling” and the recipient of the counseling must acknowledge, through an SBA Form 641 or an SBA approved “electronic substitute,” the requirements imposed by accepting counseling assistance from the SBA or its resource partner(s) AND telephone counseling should be no less than 30 minutes initially (can include prep time in this initial consultation).
- ⊙ Reporting Telephone Counseling: At a minimum the following fields should be completed on SBA Form 641 or an SBA approved electronic substitute:
  - #3 – Client Name or approved client-coded name/number
  - #5 – Telephone Number
  - #10 – Zip Code

Number of Single-year, Long-Term Clients (contact and prep time): Meets the definition of “counseling” and requires 5 or more counseling hours of contact and prep time per individual or business during the fiscal year being reported, or any prior year.

Number of Multi-year, Extended Engagement Clients ( contact time only): Meets the definition of “counseling” and requires 5 or more cumulative hours of counseling contact time per individual or business during the fiscal year being reported in combination with any prior year (beginning October 1, 2005).

## 10. DISTANCE LEARNING

Distance learning is the process of connecting learners with remote and multiple resources. Such learning uses communication technologies to stimulate continuous and lifelong learning. The technologies used include video, audio, computer, satellite, audio-graphic and print technologies.

## 11. ELECTRONIC COMMERCE (ECOMMERCE)

Electronic commerce refers to all aspects of business and market processes enabled by the Internet and other digital technologies.

12. EQUITY CAPITAL

Equity contributions to the business as reported on Form 641, Part III. Includes all funding (except loans) obtained by clients attributed to SBDC assistance including: grants, SBIR awards, equity investments (private and owner), etc.

13. GOALS AND INITIATIVES

Goals covers several years and are those established by the SBA Administrator or negotiated between the SBA district office and the SBDC. SBDCs also have goals with their local funding partners. Initiatives are shorter term issues of interest or may include populations designated by SBA for special emphasis.

14. GRANTS MANAGEMENT OFFICER (GMO):

The SBA official with delegated authority to obligate federal funds by signing the Notice of Award.

15. IN BUSINESS

A business entity that has been in business for any period of time. A sub-category is start up business. See also definition of Client.

16. IN-KIND

A non-cash match contribution based on the value of goods and services that are provided to the project, which may include office equipment and office space.

17. KEY PERSONNEL

Key personnel includes Lead Center and Service Center directors or managers. It does not include trainers, consultants, counselors or support staff.

18. LOAN PACKAGE

A collection of documents required by a lender used to make a business loan approval decision. It usually includes a business plan plus personal financial records such as tax returns and net worth statements. It stipulates the amount of money needed proposed, use of loan proceeds and evidence that the business can repay the loans on time. It usually includes personal (not business) guarantees of repayment and a listing of collateral – business or personal assets that can be used as security for the loan and may be liquidated by the lender to pay back the loan in case the business defaults on repayment.

19. Mentor-Protégé Roundtables

Mentor-protégé roundtables link more experienced businesses over a significant time, with less experienced businesses or nascent entrepreneurs (pre-venture). The participants usually meet on a regular basis, either one-on-one or in a group setting. The SBA and/or its resource partners provide the

staff time and forge the partnerships necessary to pair mentors and protégés. The counselors' time should be allocated equally to attending clients.

20. NASCENT ENTREPRENEUR (PRE-VENTURE)

An individual who has taken one or more active steps to form a business. An individual who seeks assistance from SBA and/or one of its resource partners meets this definition. SBA's Office of Entrepreneurial Development (OED) includes nascent entrepreneur (pre-venture) as one of its three major market segments: nascent entrepreneur (pre-venture), start-up (individuals who have been in

business up to twelve months), and, existing businesses, (businesses in operation more than one year and classified as small by the SBA). See Client.

21. NON-DEBT FINANCING (SEE EQUITY CAPITAL)

22. PRE-BUSINESS WORKSHOP

A training program designed for individuals interested in owning and managing a small business or small business owners who have been in operation up to 12 months. The purpose is to provide a comprehensive introduction to the fundamentals of starting and managing a small business.

23. PREP TIME

The amount of time spent preparing and researching information for a business or individual client. To allow for reporting of time invested in a client, preparatory time will be tracked separately from contact time but attributed toward counseling time in data reporting.

24. PROGRAM FUNDS

Includes all SBA/SBDC federal funds and all matching and overmatch expenditures reported on the SF-269 (includes non cash). It does not include other funds under the SBDC umbrella.

25. PROGRAM INCOME

Gross income earned by the recipient that is directly generated by an activity supported with project funds or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award and license fees and royalties on patents and copyrights. Interest earned on advances of federal funds is not program income. Program income must be used to further eligible SBDC program objectives and expended in accordance with SBDC program requirements and applicable OMB Circulars.

The definition for program income is contained in the SBDC Notice of Award and applies to all SBDC Lead Centers and Service Centers whether academic or state-based. In the SBDC program, the term “recipient” is an applicant organization for which funding is approved and which enters into a Cooperative Agreement with SBA. The recipient organization receives the federal funds and is responsible for establishing the Lead Center.

26. RECIPIENT ORGANIZATION

An applicant organization for which funding is approved and which enters into a Cooperative Agreement with SBA. The recipient organization receives the federal funds and is responsible for establishing the SBDC network Lead Center.

27. REPORTING CYCLE

The reporting cycle for performance data is based on the Federal Government’s fiscal year. Data must be reported to SBA based on the four quarters that occur during October 1 – September 30.

28. SATELLITE SERVICE CENTER

A geographic point of service delivery where the SBDC sub-recipient is responsible for the lease and/or overhead.

29. SBDC NETWORK/SBDC PROGRAM

The combination of the Lead Center, SBDC Service Centers and satellite locations.

30. SBA RESOURCE PARTNERS

Organizations that provide services through SBA funding or through another recognized relationship with SBA. Resource partners include SBDCs, Service Corps of Retired Executives (SCORE), Veterans Business Outreach Centers (VBOCs), Women's Business Centers (WBCs), U.S. Export Assistance Centers (USEACs), the SBA MicroLoan Program microlenders and non-lender technical assistance providers and SBA Co-sponsorship and Memorandum of Understanding partners.

31. SBDC SERVICE CENTER

An entity authorized by the Lead Center to perform SBDC counseling and training services. There is no direct relationship between a Service Center and the SBA. Lead Centers are encouraged to include Historically Black Colleges and Universities (HBCUs), faith-based and Hispanic Serving Institutions as Service Centers in their networks.

32. SPECIAL EMPHASIS GROUPS

Groups whose members are underrepresented in the population of business owners compared to their representation in the overall population. Special Emphasis Groups may include: disabled individuals, Native Americans or Alaska Natives, Black or African Americans, Asian Americans, Native Hawaiians or other Pacific Islanders, Hispanics, women, veterans, service connected-disabled veterans, self-employed Reserve and Guard members, transitioning military personnel and spouses, individuals in rural areas, individuals in HUBZones and individuals in low to moderate income urban and rural areas as determined by Census Bureau information, among others. This can vary from SBDC to SBDC depending upon location and demographics.

33. START-UP BUSINESS

A business entity that has been in business up to 12 months. See also definition for Client.

34. TRAINING (INCLUDING LONG-TERM TRAINING)

An SBDC training workshop or seminar is defined as an activity or event presented or cosponsored by a resource partner, district office or other SBA office or a third party which delivers a structured program of knowledge, information or experience on a business-related subject. The training must last for a minimum of one hour and include two or more clients in attendance.

**Reporting Training:** The SBA Form 888 is used to collect and report information on traditional classroom-style training. There must be two or more persons in attendance. The agenda and/or program content, attendee list, and evaluations are required for each training event. Records for these training events must be kept at the resource partner location and available for site review.

**On-line training (or a webinars):** is a structured program of knowledge, information or experience on an entrepreneurial or business-related subject. It must be of a quality and substantive nature, and include a registration process as well as an evaluation process (e.g. 1-5 star ranking). Online training can be synchronous or asynchronous. The training must be for a minimum of 30 minutes and a course evaluation must be made available, e.g., a resource partner provides a registration and link to the training; it can count as on-line training (note: must meet other criteria listed above).

**Synchronous:** A group of clients proceed through the training module(s) or program as a group.

**Asynchronous:** A client individually proceeds through the training module(s) or program individually and is self-paced.

**Reporting On-line Training:** An SBA Form 888 is required for all online training events. There must be one or more clients participating in the online training. At a minimum, the following fields should be completed on a registration form for on-line training:

- Client Name or approved client-coded name/number
- Email Address
- Zip Code

*In addition, every attempt should be made to collect these data:*

- Race
- Ethnicity
- Gender
- Disability
- Veteran Status
- Military Status

Client registration records and other course information must be retained and made available for review.

e.g. If the resource partner holds an online training session with five satellite events with individual sign-ins, facilitators, etc., they should count as five different training sessions, as each meets the definition of “online training.”

**Co-hosted Training (Collaborative)**

Meets the definition of “training” and is further defined as an activity where each host organization actively participates and contributes substantially to the training.

**Reporting Co-Hosted Training:** When reporting training numbers for a co-hosted training, the hosts must work together to determine how to equitably divide the number of clients among themselves. Double counting of clients is not permitted.

*Examples involving multiple resource partners contributing to a single training event:*

- If each resource partner contributes a significant amount of presentation time (defined as one hour or more per partner), then each host could count all attendees. Accordingly, if five partners co-hosted a training event with five hours of total presentation time (each partner delivering training for at least one hour) and fifteen persons attended the event, each partner could count fifteen persons trained for one hour each.
- If each partner puts in less than one hour (per partner) of presentation time, the attendee count would be divided among the hosts based on mutual agreement. Accordingly, if five partners co-hosted a training event with 1.5 hours of total presentation time (each partner delivering training for less than one hour) and fifteen persons attended the event, the partners would negotiate how to divide the number of attendees (e.g., each partner could count three persons trained for 1.5 hours).

**Reporting Training with Multiple Sessions:** Each session of a multiple-session training program or course may be counted as an individual course on SBA Form 888. Sessions must correspond with the minimum training duration identified in the definitions listed above.

**35. TRAINING HOURS (TOTAL NUMBER OF TRAINING HOURS)**

Total hours of training hours are the number of hours that the trainer spends teaching the training session.



### 36. TRAVEL TIME

The amount of time spent traveling to/from a location (separate from assigned post-of-duty) to meet with business or individual clients. If meeting with more than one client, travel time is only counted once. Travel time will not count toward counseling time, but will be tracked separately.

## D. GUIDELINES

### 1. BUSINESS MATCHMAKING

SBDC's are encouraged to participate in SBA Business Matchmaking events. Business Matchmaking provides a means for small businesses to be matched with procurement representatives from government agencies and major corporations with actual contract opportunities. Business Matchmaking is offered at no cost to its participant - buyers or sellers. The events combine education and counseling by pairing expert small business advisors and topical experts with networking and matchmaking through face-to-face events. In addition to the face-to-face events, there is also the Business Matchmaking On-line Network.

### 2. CENTER FOR FAITH BASED & COMMUNITY INITIATIVES

SBDC's are encouraged to coordinate activities through either a contractual or partnership relationship with faith based and community organizations. SBDC's are also encouraged to coordinate their efforts with SBA's Center for Faith-Based and Community Based Initiatives which is designed to open Government programs to these organizations to improve their communities. There are no grant funding set-asides for faith-based organizations. Instead, the Faith-Based and Community Initiative creates a level playing field for faith-based as well as other community organizations to work with the government to meet the needs of America's communities. SBA is one of ten federal agencies with a Center for Faith Based and Community Initiatives.

Lead Centers should be aware that many sectarian colleges and universities are eligible to participate in the SBDC program. In assembling and maintaining their statewide/region-wide SBDC networks, Lead Centers should be mindful of not imposing any unnecessary conditions which could prohibit or discourage otherwise eligible faith-based or community organizations from seeking to act as Service Centers. If a Lead Center has any question regarding particular entity's eligibility to function as a Service Center, it should contact SBA for further assistance."

### 3. COUNSELING

SBDCs must provide counseling to both current and nascent entrepreneurs (pre-venture). An SBDC's counseling clients should be reflective of its area's demographics. SBDCs must assist small businesses in solving problems concerning operations, manufacturing, engineering, technology exchange and development, personnel administration, marketing, sales, merchandising, finance, accounting, business strategy development and other disciplines required for small business growth and expansion, innovation, increased productivity, management improvement, and maintaining the industrial base. Fees for counseling may not be charged.

### 4. CO-SPONSORSHIP AGREEMENT

If one or more organizations and the SBA is involved with an SBDC as co-sponsors, a Co-sponsorship Agreement must be executed by SBA, the SBDC, and all co-sponsors of an activity in accordance with SBA's Co-sponsorship SOP 90 75 2 or revised equivalent.

### 5. ON-LINE COUNSELING

In order to count counseling toward the SBDC's goals, the counseling must be substantive and must meet all of elements of the definition of face-to-face counseling excluding in-person contact. To receive credit for 30 minutes of counseling, the counselor must spend at least 30 minutes researching and formulating the response. This can include several electronic questions and responses that cumulatively add up to 30 minutes.

SBA Form 641 or an equivalent form that supports SBA's management information database may be completed electronically by the client. In states that accept electronic signatures, it may contain an electronic signature. In states that do not accept electronic signatures, the form must have an original signature.

#### 6. ENVIRONMENTAL ASSISTANCE

Environmental assistance includes any activity that encourages, supports and enables small businesses to develop, market and/or adopt environmental technologies (including pollution prevention) to achieve economic growth and environmental compliance. SBDCs are encouraged to consult with appropriate state and/or local providers of environmental technical assistance programs.

#### 7. FINANCIAL ASSISTANCE

SBDCs should work with their SBA district offices to provide services that increase a small business' access to capital. SBDCs are encouraged to develop linkages with lenders, Small Business Investment Companies (SBICs), venture capital firms, Certified Development Companies (CDCs), SBA microlending intermediaries and state and local finance programs.

SBDCs will assist small businesses with business plan development, financial statement preparation and analysis, cash flow preparation and analysis, source and application of funds. In addition, SBDCs, in cooperation with SBA district offices, are expected to offer service to new SBA clients and to assist delinquent SBA borrowers who are referred to them by SBA and/or lenders to assist in problem solving, business restructuring, cost analysis, market penetration and other similar subjects.

#### 8. FINANCIAL PACKAGING ASSISTANCE GUIDELINES

SBDCs are encouraged to provide counseling services that increase a small business concern's access to capital, such as business plan development, financial statement preparation and analysis and cash flow preparation and analysis.

SBDCs should help prepare their clients to represent themselves to lending institutions. While SBDCs may attend meetings with lenders to assist clients in preparing financial packages, they may not take a direct role in representing clients in loan negotiations.

SBDCs should inform their clients that counseling assistance or financial packaging assistance does not guarantee receipt of a loan.

#### 9. FINANCIAL ASSISTANCE RESTRICTIONS

SBDCs cannot make loans, service loans or make credit decisions regarding the award of loans. The SBDCs must not take a direct role in representing clients in loan negotiations. They should, however, help prepare their clients to represent themselves to lending institutions and may attend meetings with lenders to assist clients in preparing financial packages.

SBDCs must not advocate, recommend approval or otherwise attempt in any manner to influence SBA to provide financial assistance to any of its clients. SBDCs may not charge fees for providing assistance for financial packaging. (Note: Providing any preferential treatment to clients of any specific lender is prohibited, as is the SBDC's acceptance of payment for the provision of counseling services.)

#### 10. INTERNATIONAL TRADE SERVICES

SBDCs will provide international trade finance and market development assistance to small businesses throughout the SBDC network. Where appropriate and to the extent possible, SBDCs will offer special programs. SBDCs will provide international trade assistance by establishing a separate center at one location, or through selected service locations within the SBDC network, to be designated the title of "International Trade Center," depending on the needs of the small business community and the organizational structure of the SBDC. A list of these centers/locations shall be included with the proposal. Such international trade services will be conducted in conjunction with the SBA representative at the local U.S. Export Assistance Center.

#### 11. INTERNATIONAL TRADE CENTER (ITC)

International Trade Centers (ITCs) are specialty centers within the SBDC network dedicated specifically to providing international trade services. Where appropriate, SBDCs will establish ITCs to focus on export assistance to small businesses. ITCs must have a separately designated and full-time Director and qualified professional staff. They must have a separate budget within the SBDC and there must be separate international trade related counseling and training milestones established in the SBDC Cooperative Agreement. Separate brochures marketing the SBDC's international services must be developed and distributed.

The ITC will coordinate and use public and private resources to provide assistance to small businesses, and particularly to those small businesses new to exporting, or with export finance packaging needs. ITCs will provide a broad range of services as appropriate and needed by the small business community, including the following:

- Assist SBA by supporting Export Assistance Centers sponsored by SBA, the Department of Commerce, the Export-Import Bank, and other federal agencies.
- Assess client's export-related financing needs and assist clients in structuring and compiling necessary documentation, (i.e., business plan development, financial statement and analysis, cash flow preparation and analysis, source and application of funds, letters of credit, etc.) for export financing, and particularly for SBA's Export Working Capital Program.
- Develop linkages with local lenders, SBA District Export Finance Officers, Ex-Im Bank personnel and U. S. Export Assistance Center personnel.
- In cooperation with SBA, develop an Export Trade Assistance Partnership (E-TAP) program on an annual basis for new exporters. Create an E-TAP Task Force for its development and

cooperation with other appropriate private and public sector partners to provide counseling and training for this program.

- Develop and conduct seminars on opportunities and procedures involved in exporting, export finance, joint ventures, licensing, ISO 9000 and other International Standards Registration, metric conversion and so forth.
- Identify and analyze client's international trade needs, capabilities and problems, and provide in-depth counseling in international trade techniques, procedures and opportunities.
- Use services available through the Federal Bar Association/SBA Agreement to assist in the resolution of client's international trade/legal problems, the Export Legal Assistance Network (E-LAN).
- Assist SBA in promoting and recruiting participants for SBA cosponsored events including those with the Department of Commerce, the Overseas Private Investment Corporation, the Agency for International Development and the Export-Import Bank.
- Assist SBA in disseminating information on trade promotion, trade finance, trade adjustment and trade remedy assistance.

#### 12. MANUFACTURING ASSISTANCE

Many SBDCs partner with the Department of Commerce, National Institute of Standards and Technology's Manufacturing Extension Partnerships (MEPs) to provide specialized services to small manufacturers. Through this partnership, a small manufacturer can receive business management assistance from the SBDC and engineering assistance from the MEPs. Most SBDCs and MEPs view the partnership as significant.

All SBDCs that are partnering with the NIST MEPs are encouraged to continue this valuable assistance to small business manufacturers. SBDCs without a working partnership with the NIST MEPs may wish to pursue one. The nature of any participation with MEPs must be reported in the semiannual and annual reports to SBA.

#### 13. MILITARY BASE CLOSINGS AND REDUCTIONS-IN-FORCE

In those states where base closing or realignments have occurred or will occur, the SBDC must provide a full range of business development and technical assistance services in the affected areas. These services should be specifically designed to meet the particular small business needs that arise as these closings and realignments occur, including services specifically targeted toward existing and former military personnel.

#### 14. MINORITY ENTERPRISE DEVELOPMENT

SBDCs should work with their SBA district offices to provide training and counseling to firms in all stages of participation in the 8(a) Program. Each SBDC must make all of its economic development and technical assistance services available to 8(a) firms in all stages, other minority business owners and prospective minority business owners. SBDCs are encouraged to make special efforts to assist SBA's Minority Enterprise Development 8(a) Program. These efforts include community-based seminars and workshops concerning the SBA's 8(a) Program application process.

SBDCs should inform their 8(a) clients that counseling assistance does not guarantee receipt of a contract.

#### 15. NATIVE AMERICAN ASSISTANCE

Each SBDC must make its economic development and technical assistance services available to Native Americans. Local initiatives for Native Americans shall be supported when appropriate, and to the

extent possible, by the appropriate SBDC where it is determined that this assistance is needed. Where appropriate, SBDCs shall provide support to initiatives of SBA's Office of Native American Affairs (ONAA).

#### 16. PROCUREMENT ASSISTANCE

SBDCs are encouraged to provide services that provide basic information needed by small business concerns interested in procurement opportunities in the Government arena. These services should include, but not be limited to:

- Providing information on Government buying methods.
- Identifying the role of SBA Area Directors for Government Contracting located in SBA field offices and Procurement Center Representatives (PCRs) located at Federal Government purchasing activities.
- Educating small businesses about the Federal government's move toward doing business by Electronic Data Interchange, marketing techniques and placement on agency bidders' lists.
- Assisting with the preparation of bids and proposals.
- Identifying subcontracting opportunities.
- Providing counseling and referral information concerning bidders' rights and obligations, appeal procedures, termination and default actions, and size criteria (business advice, not legal advice).
- Providing assistance on contractual, financial and contract administration issues.
- Developing and/or maintaining computerized systems that identify federal, state and local procurement opportunities.
- Assisting eligible small business firms to complete and submit of the HUBZONE Empowerment Contracting Program electronic application.
- Working cooperatively with the Procurement Technical Assistance (PTAC) program.

#### 17. RURAL DEVELOPMENT

SBDC applicants must make a full range of business development and technical assistance services available to small businesses located in rural areas. These services will be designed to increase rural small business participation in exporting, government procurement, tourism, access to credit, incubators, innovation and technology and other small business programs.

#### 18. SBDC LEAD CENTER DIRECTOR

The SBDC Lead Center director, must be a full-time (100%) senior manager who shall direct and monitor the program activities and financial affairs of the SBDC network to deliver effective services to the small business community, ensure the SBDC's compliance with applicable laws, regulations, OMB circulars and Executive Orders as well as implement the Cooperative Agreement. For these purposes, full-time is defined as 100% of time allocated between this grant and other grants that provide management and technical assistance to small businesses. These would include technical assistance programs that the center may be conducting to fully utilize the resources of other federal, state, and

local government, academic and private sector programs concerned with aiding small businesses in order to provide seamless but not duplicate business development assistance. Of that, at least 75% of the SBDC Lead Center director's time must be dedicated to the functions of the SBA SBDC cooperative agreement. The SBDC State Director has the responsibility for negotiating the annual Cooperative Agreement with SBA, keeping in mind that national, state and local needs are to be addressed. The Director has authority to control expenditures under the Lead Center's budget. Once an SBDC receives its approved budget and program funding from SBA, the SBDC Lead Center Director must have full authority to manage and implement the budget without restrictions from the host entity. SBDC State Directors may manage other programs in addition to the SBDC program if the programs serve small businesses and do not duplicate the services provided by the SBDC network. However, Directors may not receive additional compensation for managing these programs. The SBDC State Director shall serve as the principal contact point for all matters involving the SBDC network.

#### 19. SBTDC DESIGNATION

20. An SBDC seeking designation as a Small Business and Technology Development Center (SBTDC) must submit an application for such designation to the Accreditation Committee of the ASBDC. Each applicant will be expected to fully address the strategic role to be played in its state, the programs and services to be offered, and the resources committed to technology-related management and technical assistance. Upon completion of its review of each application, the ASBDC will forward the applications along with its comments to the AA/SBDCs for approval or disapproval. SBDC Lead Centers, as appropriate, should pursue a technology designation to provide a higher level of technology services to their clients and include a plan for achieving this as part of the application narrative.

#### SBDC Program Organization and Terminology

The specific identification "Small Business Development Center" or "Small Business and Technology Development Center" shall be a part of the name of every SBDC organization within the SBDC network. [Note: Existing Alabama and Nebraska SBDCs are exempt from this requirement.] No other name designations or variations will be accepted. SBDCs will have two years from promulgation of revised SBDC regulations (currently in progress) in which to make a necessary name change. An SBDC proposing to use the identification "Small Business and Technology Development Center" must follow the procedures set forth in Section VII, Guidelines, and have the advance written approval of the AA/SBDCs. The state SBDC organization is referred to as the "Lead" SBDC which manages and administers the statewide/region-wide comprehensive small business assistance network, consisting of the Lead Center and its Service Centers. This network is part of the national SBDC program network. The Cooperative Agreement dictates the terms of agreement between the SBA and the Lead Center recipient organization.

#### 20. SURETY BOND GUARANTEE ASSISTANCE

SBDCs are encouraged to educate their resources and small business contractors about the Surety Bond Guarantee (SBG) Program. This includes making available program information at counseling and training sessions and at business, professional and trade association meetings. SBDCs should develop an outreach program and actively promote the SBG program to special emphasis contractors. SBDCs should refer small business contractors to the SBG specialist in one of the four SBG Area Offices

(Philadelphia, Atlanta, Denver and Seattle) for detailed information about the program. The Office of Surety Guarantees in SBA Headquarters will provide a power point presentation for this purpose. An SBDC should contact (202)205-6540.

Many contractors are able to leave the program and obtain bonding on their own while others remain in the program for several years. One reason small contractors continue in the program is that they lack management expertise and have ongoing cash flow problems. SBDCs are encouraged to work with the SBG specialist in the appropriate Area Office to identify such contractors and give them the needed business management assistance. Among other areas, this may include business plan development, cash flow preparation and analysis, bid preparation, marketing and financial statement preparation and analysis.

#### 21. TECHNICAL ASSISTANCE FOR RESEARCH AND INNOVATION

The Lead Center must make technical assistance for research and innovation available, directly or through other relationships, to small businesses including, but not limited to: new product development; assisting inventors and high technology firms to research, develop and market their ideas and inventions; assisting non-technological firms to gain access to existing technologies; SBIR-related assistance; and facilitating the transfer of technology and technical data from federal and university laboratories.

#### 22. TRAINING

Applicants will provide quality training designed to improve the skills and knowledge of existing and prospective small business owners/managers throughout the SBDC network. Where appropriate, SBDCs are encouraged to utilize educational technology such as computer-based instruction, distance learning initiatives, video tapes and other electronic mediums to enhance the distribution and quality of educational services.

Training generated by SBDCs must be coordinated with the SBA project officer to avoid duplication with training efforts offered by other local organizations and SBA. In addition, all training materials developed in an electronic format shall be made available to the SBA SBDC project officer, SBDC Clearinghouse and all SBA resources. SBDCs may charge reasonable fees to cover program costs associated with this training. These fees are considered program income and shall be used to expand services and further SBDC program objectives.

An SBDC training workshop or seminar is defined as an activity or event in which a counselor from a resource partner, District Office personnel or a third party actively delivers a structured program of knowledge, information or experience on a business-related subject. There must be two or more attendees. A training course must last a total of an hour or more to be counted as training. Courses with multiple sessions count as one course. An agenda, attendee list and evaluation must be kept in the file. The SBDC must use SBA Form 888 to document and report SBDC training activities. SBA's management information system collects both the number of sessions and hours for the course.

#### 23. SBDC CO-HOSTED TRAINING

SBDCs are encouraged to enter into co-hosted training arrangements with the private sector and other organizations to extend outreach and productivity. (Cooperation between members of the SBDC network; i.e., Lead Center with Service Centers or other organizations funded through the Cooperative Agreement with SBA is not considered a co-hosting.)

In order for an SBDC to receive credit for a co-hosted training event, it must actively participate (i.e., provide speakers, materials, publicity) with the organization assuming primary responsibility for financing the training session. Final responsibility for the quality of the training rests with the SBDC.

When reporting training numbers for a training session co-hosted by the SBDC and another SBA resource partner (e.g., WBC, SCORE) and the training session is of such duration that each partner is training for less than one hour each, the partners must work together to determine how to equitably

divide the number of clients among themselves. No double counting is permitted so the number that they partners report must equal the total number of attendees at the event. However, in the case where there are breakout sessions lasting one hour or more given individually by the resource partners, then each resource partner can count any attendees participating in their breakout sessions as long as there is a sign-in sheet, an evaluation, and an SBA Form 888 is prepared. Where the training is of such duration that its length is equal to or more hours than the number of ED partners co-hosting the event (i.e., one hour per partner), all partners can report the full number of attendees for the training.

For all co-hosted training among ED resource partners where there will be a distribution of receipts in whole or in part to the co-host, the training file for the activity must document clearly the role and responsibility of the SBDC and each participant receiving a share of the receipts. How the receipts were distributed must also be documented in the training file.

SBDCs are reminded that income received by the SBDC network for all co-hosted programs cannot be used for match funding and should be used to further support the SBDC.

#### 24. VETERAN AND SERVICE-CONNECTED DISABLED VETERAN BUSINESS OWNERSHIP

Each SBDC will make available all of its economic development and technical assistance services to veterans, including service-connected disabled veterans and their immediate families as well as Reservists and National Guard members called to active duty. Both national and local initiatives for veterans shall be supported by the appropriate SBDC as needed. Each SBDC network will establish a minimum of one Veteran Entrepreneurial Training (VET) Program for veterans, service-connected disabled veterans, Reservists and National Guard members as well as active duty military personnel who are pending discharge. The program may include feasibility and marketing studies, preparation of business plans and loan packages including Patriot Express and formation of support groups to provide follow-up and encouragement to participants.

The SBDC may be requested by SBA to provide specific training and counseling with respect to business opportunities or government contracting, in connection with a local base closing.

SBDCs should contact their state National Guard Adjutant General and all units of the Military Reserves to identify Reservists and National Guard members who are operators of small businesses; are otherwise self-employed, or are essential employees in small businesses, and who have been or may be mobilized pursuant to Title 10 U.S.C. for active duty. SBDCs should offer and provide business interruption counseling and training as needed to minimize adverse financial and operational problems. Such counseling could include, but is not limited to the offering advice on the best feasible means of winding up of business operations and the utilization of federal and state laws, (including the Soldiers and Sailors Relief Act), enacted to protect small business persons who are subject to mobilization to active duty. Additionally, business assistance for self employed Reserve and National Guard members following their release from active duty will be critical to mitigate expenses, secure legal assistance, engage in significant marketing efforts and otherwise minimize the negative effects of the member's mobilization on their small business or practice.

Each SBDC will undertake an initiative to identify veterans on its staff. Each SBDC should also encourage development of a veterans' business network and perhaps convene a local summit for veteran business owners and service-connected disabled veterans business owners as well as Reservists and National Guard members who are subject to be called to active duty. Each SBDC will contact its

local VA regional office and link its veterans' business network to VA Vocational Rehabilitation Counselors.



Additionally, each SBDC should endeavor to raise the level of awareness to its audiences at small business seminars, conferences and outreach Program Announcements about the needs of veterans and service-connected disabled veterans. SBDCs also should strive to develop close working relationships with their respective State Department of Veterans Affairs to explore collaborative outreach and referrals.

Pursuant to the Military Reservist and Veteran Small Business Reauthorization and Opportunity Act of 2008, SBDCs shall, as part of the SBA’s Outreach and Technical Assistance Program, market and provide technical assistance for SBA’s Military Reservist Economic Injury Disaster Loan program including website linkages to assistance programs offered by SBA, the Department of Veterans Affairs and the Department of Defense.

**25. WOMEN'S BUSINESS OWNERSHIP**

Each SBDC will make available all of its economic development and technical assistance services to women business owners and prospective women business owners. Both national and local initiatives for women business ownership shall be supported by the appropriate SBDC where it is determined that this assistance is needed. Further, SBDCs will provide support for, coordination with, and referrals to the Women’s Business Centers (WBCs). The SBDCs should develop training programs to help women prepare for the global marketplace.

**E. ON-LINE COUNSELING SERVICES**

**1. SELF ASSESSMENT OF WEB-BASED ACTIVITIES**

It is required that the applicant conduct the following web-based assessment as part of this funding application.

Attached below is SBA’s description of Levels of Web-based technology service delivery and the scoring range for each level. SBA expects its resource partners, including SBDC Networks, to be at a level III or IV.

SBDC SELF-ASSESSMETN FO WEB-BASED ACTIVITIES			
	Indicate One	Scoring	Self-Score
1. Is our SBDC accessible to clients via the Internet?			
a. Yes		10	
b. No		0	
2. Can clients obtain current information about upcoming events, training, business opportunities, etc. from our SBDC website?			
a. yes		10	

3. Is our SBDC website updated monthly to reflect current information and offerings so that the information clients obtain is accurate?
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	a. Yes	10	
	b. No	0	

4. Can clients access SBA's home page via a link from our SBDC website?	a. Yes	10	
	b. No	0	

5. As an enhancement to our technical assistance, can clients directly access specific SBA program areas on the SBA Home Page via a link from our SBDC website? (Procurement, SBIR, International Trade, etc.)	a. Yes	10	
	b. No	0	

6. Can clients communicate with our SBDC via an automatic e-mail link?	a. Yes	10	
	b. No	0	

7. On our website, can clients: a) Download forms and other templates? b) Complete and submit forms and other templates? c) Access a library of business and management resource materials? d) Access information via search or query mechanisms? e) Receive services via audio or video streaming?	a. Yes	10	
	b. No	0	

8. Can clients register and schedule counseling through an automated Internet system?	a. Yes	10	
	b. No	0	

9. Can clients access an automated needs assessment tool, online diagnostic or expert system to identify the type and level of service required?			
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	a. yes	4	
	b. No	0	

10. Does this automated needs assessment tool or online diagnostic automatically refer the client to the targeted level of service?			
	a. yes	4	
	b. No	0	

11. Can clients obtain assistance from a counselor via:			
a. Online and real-time chat?			
b. E-mail?			
	a. None	6	
	b. 1- 9%	0	
	c. 10% or more	4	

12. What percentage of our clients are initially counseled on-line?			
	a. None	6	
	b. 1- 9%	0	
	c. 10% or more	4	

13. What percentage of all counseling hours take place online?			
	a. None	6	
	b. 1- 9%	0	
	c. 10% or more	4	

14. Can clients register and schedule training through an automated Internet system?			
	a. yes	4	
	b. No	0	

15. Does our website provide client access to on-line training programs offered by other entities (other SBDCs, university sites, etc.)?			
	a. yes	4	
	b. No	0	

16. What percentage of training courses reported to SBA can clients obtain on-line, e.g., webinars, self-paced courses, instructor-led courses, shared or cooperative arrangements with other SBDCs or other entities?			
	a. Yes	10	
	b. 1- 9%	6	
	c. 10% or more	4	

17. What percentage of the training attendees registered for our on-line training?			
	a. Yes	10	
	b. 1- 9%	6	
	c. 10% or more	4	
Total			
Current Level of Web-Based Services Delivery			

2. LEVELS OF WEB-BASED TECHNOLOGY SERVICE DELIVERY

Level I (Range of 1-60 points):

- Has a website providing access 24/7
- Website contains information about upcoming events, training, business opportunities, etc.
- Provides a link to the SBA Home Page
- Provides links to specific areas of the SBA website
- Maintains and updates website on a monthly basis to ensure accuracy
- Website provides direct e-mail access to an SBDC recipient

Level II (Range of 61-124 points):

- Website has capacity for clients to download forms and other templates
  - Website provides accessibility to a library of business and management resource materials
  - Website has search and query capabilities
- Website has an automated system for registering for and scheduling counseling
- Website has an automated system for registering for and scheduling training
  - Website can accommodate communication between clients and counselors via e
  - Website provides linkages to online training programs offered by other entities

- From 1-15% of counseling hours

Level I (Range of 125-152 points):

- Clients can complete and submit business and other templates online (forms, business plans, financial statements, etc.)
- Website can accommodate communication between clients and counselors via an online, real time chat capability
- 1-9% of training courses reported to SBA is available online, e.g. webinars, self-paced courses, instructor-led courses
- 1-9% of total counseled clients originated with an online initial counseling session
- 16% or more of counseling hours takes place online training
- 1-9% of the training clients reported to S

Level V (Range of 153-158 points):

- 10% or more of total counseled clients originated with an online initial counseling session
- 10% or more of training courses reported to SBA is available online, e.g., webinars, self paced courses, instructor-led courses
- 10% or more of the training clients reported to SBA registered for online training
- Website has an automated needs assessment, diagnostic tool or expert system that identifies type and level of service required
- Website has an automated needs assessment, diagnostic tool or expert system that identifies type and level of service required and refers clients to target level of service
- Website delivers services via audio or video streaming

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-5

Date: June 16, 2009

Subject: Egypt Community College Initiative Program

Background: Presented for the Board's review and consideration is an agreement with Foundation for California Community Colleges for the Egypt Community College Initiative Program (ECCI) which provides participants from Egypt with opportunities for study and professional development. The ECCI Program is funded by the United States Department of State, and implemented by the Foundation for the California Community Colleges, Inc., a non-profit educational group that helps assist and support the growth of California Community Colleges. Ten students from Egypt will participate in the RCC International Students Program and enroll in classes at RCCD. The Foundation for California Community Colleges will be the fiscal and legal agent for the CCI Egypt project, and will manage the project in cooperation with the California Community Colleges Chancellor's Office, and California Educators and Training Export Consortium. The Community College Initiative for Egypt is a significant engagement between the Department of State and Community Colleges across the United States. Funding source: Foundation for California Community Colleges.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Foundation for California Community Colleges to provide funding for students from Egypt to attend RCCD, for an amount not to exceed \$208,500.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Marylin V. Jacobsen  
Director, Center for International Students and Programs



## AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

Riverside Community College District

### 1. Background

The Foundation for California Community Colleges, with its partners, the California Community Colleges Chancellor's Office ("CCCCO") and California ETEC, Inc., and ten California Community Colleges and districts have entered into a cooperative agreement with the U.S. Department of State, Bureau of Educational and Cultural Affairs ("GRANTOR") to implement the Community College Initiative for Egypt. The Community College Initiative for Egypt ("the Program") will provide quality educational programs, professional development, employment skills and a deeper understanding of American society to underserved, non-elite Egyptian students in their early and mid twenties who already have some work experience. Through this initiative, the Department of State hopes to engage the community college sector in the United States to increase the number of international students at U.S. community colleges and to reinforce community college efforts to build international ties.

### 2. Parties to Agreement

3.1 Parties to Agreement. For the purposes of this Agreement The Foundation for California Community Colleges is referred to as "FCCC" and Riverside Community College District is referred to as "SUB GRANTEE".

### 3. Term, Termination

3.1 Term. This Agreement shall take effect upon signature of both parties (Effective Date) and will remain in effect until all funds have been properly expended under the cooperative agreement and all terms and conditions have been satisfied.

3.2 Termination. FCCC shall have the right to terminate this Agreement, without penalty, and at the FCCC's convenience immediately should GRANTOR cease funding the Project for any reason or if SUB GRANTEE fails to comply with section 5.7 below (Legal and Regulatory Compliance). FCCC shall have the right to terminate this Agreement, without penalty, and at FCCC's convenience within a reasonable time period should SUB GRANTEE be found to be in material breach of this Agreement as determined in FCCC's sole discretion.

### 4. Compensation

4.1 Compensation. Except as otherwise provided in this Section, SUB GRANTEE shall receive compensation for Services rendered under this Agreement as set forth in the Compensation Schedule attached hereto as Exhibit "B" and herein incorporated by reference ("Compensation Schedule"). Total compensation shall not exceed \$208,500 without written approval of FCCC's Representative, as designated herein. Budget categories, as outlined in Exhibit B may be shifted by no more than 10% of the total budget, with the exception of the Per Diem which must be strictly adhered to at the stated rate of \$20 per day per student, and cannot be modified. Any request to change budget line item amounts greater than 10% must be submitted to FCCC in writing at least 60 days prior to the proposed change. Such change, if granted, will be at the discretion of both FCCC and Department of State Bureau of Educational and Cultural Affairs, and is subject to any federal regulatory requirements. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in the Extra Work order. Unless otherwise agreed to in writing by the FCCC and the GRANTOR, all compensation paid to SUB GRANTEE under the terms of this Agreement must be utilized to pay for authorized activities set forth in Exhibit B and authorized extra work as described in section 4.4 during the Term of this Agreement.

4.2 Payment of Compensation. SUB GRANTEE shall submit to FCCC a monthly invoice indicating work completed, hours and rates of services rendered, and other allowable reimbursements requested by SUB GRANTEE. FCCC shall, within fifteen (15) days of receiving such invoice, review the invoice and submit all approved charges to the GRANTOR for reimbursement under the Grant. FCCC will remit payment to SUB GRANTEE within fifteen (15) days of receipt of payment from the GRANTOR. FCCC will not be required to make any payments to SUB GRANTEE prior to reimbursement by the GRANTOR. Each invoice shall be prepared according to the terms and conditions and in the form provided in Exhibit "C- Billing Procedure"

4.3 Cost Sharing. It is understood and agreed that the SUB GRANTEE must provide cost sharing services with a target of obtaining an incremental 20% of the total compensation in the form of cost sharing. Cost sharing shall be in the form of allowable direct and indirect costs incurred to administer the program, which can be either cash or in-kind. SUB GRANTEE must maintain written records to support allowable costs which are claimed as being its contribution to cost sharing in the same form and manner as written records that support allowable costs to be paid in the form of compensation.

4.4 Extra Work. At any time during the term of this Agreement, FCCC may request that SUB GRANTEE perform Extra Work. As used herein, "Extra Work" means any work which is determined by FCCC to be necessary for the proper completion of the Program, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. SUB GRANTEE shall not perform, nor be compensated for, Extra Work without written authorization from FCCC's Representative.

## 5. General Provisions

5.1 Severability and Waiver. If this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions, this Agreement will remain in full force and effect as to the remaining provisions. No verbal or implied waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.

5.2 Notices. All notices that either party may give to the other pursuant to this Agreement will be in writing and will be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, to the contacts set forth herein or to such other address as designated by written notice.



5.3 Assignment. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

5.4 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including any exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any exhibit, the terms contained in this Agreement will control. This Agreement may be modified only by written agreement dated subsequent to the Effective Date and signed by authorized representative of each party.

5.5 Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or deferral court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

5.6 Relationship of the Parties. Both parties are independent parties and this Agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this Agreement.

5.7 Legal and Regulatory Compliance. SUB GRANTEE agrees to comply with all applicable Federal administrative standards including but not limited to:

<http://www.whitehouse.gov/omb/circulars/index.html>

<http://www.whitehouse.gov/wh/eop/omb>

<http://fa.statebuy.state.gov>

Specifically, SUB GRANTEE agrees to comply with all applicable provisions of OMB Circular A-21, OMB Circular A-110 and OMB Circular A-133. In addition, the parties incorporate by reference the Department of State's Terms and Conditions for Domestic Grants and Cooperative Agreements found at <http://fa.statebuy.state.gov> ("Terms and Conditions") which are hereby made a part of this Agreement. As a material condition of this Agreement and as a condition precedent, SUB GRANTEE agrees to make all assurances and submit all certifications required under State and Federal laws and to comply with all applicable Terms and Conditions during the Term of this Agreement.

5.8 Indemnification. The SUB GRANTEE hereby agrees to indemnify and hold harmless FCCC against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of the SUB GRANTEE in the performance and/or failure to perform within this Agreement including the negligent acts or omission of any direct or indirect employees of the SUB GRANTEE.

and:

FCCC hereby agrees to indemnify and hold harmless SUB GRANTEE against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of FCCC in the performance and/or failure to perform within this Agreement including the negligent acts or omission of any direct or indirect employees of the FCCC.

5.9 Insurance. SUB GRANTEE, at SUB GRANTEE's sole cost and expense, will insure its activities in connection with this Agreement, and will obtain, keep in force, and maintain insurance as listed below. Coverage's required will not limit any liability of SUB GRANTEE and will include: comprehensive form or commercial form general liability insurance with a combined single limit of no less than \$1 million per occurrence; business automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than \$1 million per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. SUB GRANTEE's insurance shall be primary and non-contributory to any insurance held by FCCC. Insurance written on a claims-made basis will be maintained continuously for a period of no less than 3 years after the date of final completion of services authorized.

5.10 Taxpayer Identification. Federal Form W-9, Request for Taxpayer Identification Number and Certification, is required to be completed by the SUB GRANTEE and included as an attachment to the signed Agreement.

5.11 Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

## 6. Records

6.1 Records. SUB GRANTEE shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. SUB GRANTEE shall allow a representative of FCCC, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other document created pursuant to this Agreement. SUB GRANTEE shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

## 7. Services and Responsibilities of SUB GRANTEE

7.1 General Description of Services. SUB GRANTEE shall furnish all technical, educational and professional services, including labor, materials, equipment, transportation, supervision and expertise necessary to perform fully and adequately the tasks set forth in the Scope of Work attached hereto as Exhibit "A – Scope of Work".

7.2. Coordination of Services. SUB GRANTEE agrees to work closely with FCCC staff and its partners in the performance of Services and shall be available to FCCC's staff and its partners at all reasonable times.

7.3 Nonexpendable Equipment. SUB GRANTEE agrees that none of the funds provided by this Agreement shall be used for the purchase of nonexpendable items of equipment such as furniture or office equipment.

## 8. Contacts

FCCC:  
Jan Dixon  
916-498-6721  
[jdixon@foundationccc.org](mailto:jdixon@foundationccc.org)  
1102 Q. Street, Suite 3500  
Sacramento, CA 95811

SUB GRANTEE:  
Marylin Jacobsen  
951-222-8160  
marylin.jacobsen@rcc.edu  
4800 Magnolia Ave  
Riverside, CA 92506-1299

THE PARTIES HEREBY EXECUTE THIS AGREEMENT as of the effective date noted in the signature block below.

SUB GRANTEE

By: \_\_\_\_\_  
Print Name: James L. Buysse  
Title: Vice Chancellor, Administration and Finance  
Date: \_\_\_\_\_

FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SUB GRANTEE – second signature, if required

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT "A" to FCCC AGREEMENT  
SCOPE OF WORK

As a sub-grantee for the FCCC under the Community College Initiative for Egypt (the Program), the SUB GRANTEE will play a fundamental role administering and managing academic, financial and off-campus activities for the designated Egyptian student cohort awarded to the said college (Students). Required services include:

- a) Enroll Students in host campus system for Academic Year beginning Fall 2009.
- b) Establish appropriate academic study plan for each Student with this study leading to a Certification of Completion upon completion of outlined program.
- c) Create a Pre-Departure Orientation Package for each Student that contains the following information: key contacts on campus; customized study plan and range of classes available relevant to the field of study; housing arrangements; service learning and practical internship opportunities; and other details relevant to student life at host campus.
- d) Attend the Pre-Departure Orientation in Cairo (*optional*).
- e) Participate in the Arrival Orientation Seminar in Los Angeles or San Francisco as appropriate and provide on-campus arrival orientation following the Arrival Orientation Seminar.
- f) Provide supplemental English as a Second Language (ESL) support for Students as needed.
- g) Develop a plan to comply with the Program's American Culture, Democracy, and Civic Responsibility (ACDC) requirement for each Student including:
  - Students will be afforded at least one experiential learning opportunity per semester; 2 per year
  - Students will participate in at least 2 campus related activities or student groups not related to the Student's particular field of study
  - Students will make at least 1 presentation to high school students per year
  - Students will be exposed to American culture through interaction with diverse groups
  - Students will participate in a city hall tour and meeting
  - Students will attend at least 1 information session with a government agency or regulatory authority that has governance over a particular field of study
  - Students will be placed in a non-paid internship in their related field of study for no less than 60 hours
- h) Designate a staff person who will provide ongoing support to the Students who is reasonably accessible during normal business hours.
- i) Assign international student mentor for Students.
- j) Maintain complete and accurate Student Exchange Visa Information Service (SEVIS) records for each Student and provide such records to FCCC's partner, California ETEC.
- k) Disperse Student stipends(\$20 dollars per day)via Student Finance Office or equivalent every 90 days or earlier.

- l) Secure housing for the entire duration of the Students stay in California, for no more than 11 months, beginning August 1, 2009 and ending no later than June 30, 2010. Payments for housing should be made directly to the housing facility or provider or directly to the student. *Funds provided under this agreement cannot be used to pay for homestay housing arrangements, according to State Department directives for Community College Initiative for Egypt Program.*
- m) Provide all required books and materials for each Student's course of study.
- n) Identify and maintain records of in-kind or cash contributions made to support the Program.
- o) Attend and/or participate in all Program Meetings or Teleconferences.
- p) Develop at least one market activity targeting recruiting international students or establishing ties, targeting the Middle East. Including, but not limited to, translation of college website page in Arabic.
- q) Comply with all required Program Reporting and Evaluation requirements including:
  - Participation in the Pre-Program Student Survey,
  - Participation in the Post-Program Student Survey and Follow On Survey
  - Preparation of Quarterly Programmatic and Financial Activity Reports
  - Participation in the periodic online (SurveyMonkey) student satisfaction surveys

EXHIBIT "B" TO FCCC AGREEMENT  
 COMPENSATION SCHEDULE

College: Riverside Community College District

Expenditure Category	Basis	# of students	Cost	Total
Tuition and fees	Minimum of 24 credit hours per student	10	\$5,550	\$55,500
Housing	For 11 months total, double occupancy per room per residential unit (e.g. if residential unit consists of 2 bedrooms, then it can accommodate 4 students)	10	\$6,000	\$60,000
Books and Materials	Minimum required books and materials required for enrolled courses	10	\$1,000	\$10,000
Per Diem	Per diem to support student living expenses including, meals and incidentals and local transportation at \$20 per day per student (based upon 330 days)	10	\$6,600	\$66,000
Administrative/Student Services Fee	Administrative resources to cover costs of administering all aspects of the project, including but not limited to special programming, student support services, and to comply with applicable requirements, terms and conditions and prudent management of all expenditures and actions affecting the project	10	\$1,700	\$17,000
Total Compensation not to exceed				\$208,500

Budget categories and amounts are based upon best recent estimates. Budget categories may be shifted no more than 10% of total contract, with the exception of the Per Diem which must be strictly adhered to at the stated rate of \$20 per day per student, and cannot be modified. Any request to change budget line item amounts greater than 10% must be submitted to FCCC in writing at least 60 days prior to the proposed change. Such change, if granted, will be at the discretion of both FCCC and Department of State Bureau of Educational and Cultural Affairs, and subject to any federal regulatory requirements.

Total compensation not to exceed \$208,500

EXHIBIT "C" TO FCCC AGREEMENT  
BILLING PROCEDURE

Invoices must be submitted electronically, in the form to be provided by FCCC under separate cover, on a monthly basis, by the 5<sup>th</sup> business day of each month, unless otherwise approved in advance by FCCC.

SUB GRANTEE shall maintain complete and accurate records with respect to all costs incurred under this Agreement. All such records shall be clearly identifiable and include sufficient detail of services rendered and costs incurred. Acceptable records supporting costs incurred under this Agreement include, but are not limited to, original invoices, cancelled checks, proof of payment, airline ticket stubs, payroll records, contracts, agreements and other relevant supporting documentation that will adequately substantiate all costs incurred under this Agreement. SUB GRANTEE shall allow a representative of FCCC, upon request, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other document created pursuant to this Agreement. SUB GRANTEE shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

FCCC shall, within fifteen (15) days of receiving such invoice, review the invoice and submit all approved charges to the GRANTOR for reimbursement under the Grant. FCCC will remit payment to SUB GRANTEE within fifteen (15) days of receipt of payment from the GRANTOR. FCCC will not be required to make any payments to SUB GRANTEE prior to reimbursement by the GRANTOR.

Any requests for Advances prior to actual cash outlay must be accompanied by supporting documentation of required expenditure such as a purchase order, contract or other purchase agreement. SUB GRANTEE is responsible for reconciling all Advances against actual cash outlays to ensure advanced monies are fully expended as originally contemplated. SUB GRANTEE must remit all unspent advances to FCCC within 90 days of receipt, either in the form of a credit against a current invoice, or in the form of a cash remittance.

**Tuition and Fees:**

Tuition and Fees are billable as costs are incurred as supported by a Student registration receipt detailing courses enrolled and costs incurred.

**Student Housing:**

Costs incurred related to Student housing must be supported by an executed lease or rental agreement and monthly payment schedule. Reimbursement of any required security deposit and reimbursement of monthly rental payments may be requested in advance, no more than 90 days prior to expected expenditure. Any security deposit paid should be used to fund the last month's rent.

**Books and Materials:**

Reimbursement for costs related to books and materials may be requested in advance, no more than 30 days prior to expected expenditure, and must be supported by a purchase order and subsequent receipt detailing items purchased in support of enrolled courses and field of study.

Per Diem:

Per Diems may be billed in advance, no more than 90 days prior to expected expenditure. Supporting documentation should include number of students, number of days and total per diem per student within each billing period.

Administrative Support/Student Service Fee:

Costs related to Administrative Support and Student Service Fees are billable as costs are incurred. Supporting documentation should include personnel names, rate of payment, hours worked and a description of work performed in support of this Agreement.



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No. VI-A-6

Date: June 16, 2009

Subject: Summer Youth Employment Program

Background: Presented for the Board's review and consideration is an agreement between Riverside Community College District and the Riverside County Economic Development Agency (EDA) to provide work readiness training and paid work experience to current and former foster young adults age 18-24 years. Funding is part of the American Recovery and Reinvestment Act (ARRA) of 2009 and allows participants to attend 18 hours of work readiness training at various locations throughout the District. Participants will be provided 120 to 300 hours of paid work experience at on-campus locations which will occur concurrently with work readiness training. The agreement will provide these services for 360 young adults. Total payment under this agreement shall not exceed \$660,000.00, for the period May 1, 2009 through October 31, 2009. Funding source: Riverside County Economic Development Agency.

Recommended Action: It is recommended that the Board of Trustees ratify the agreement with Riverside County Economic Development Agency to provide work readiness training and paid work experience, for an amount not to exceed \$660,000.00, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Shelagh Camak  
Executive Dean, Workforce Development  
Michael Wright  
Director, Workforce Preparation Grants and Contracts



## 2009 Summer Work Experience Program

Catalog of Federal Domestic Assistance (CFDA) # 17.259  
Department of Labor - Employment and Training Administration  
State of California - Employment Development Department  
WIA Youth Activities

Contractor:	Riverside Community College District
Agreement Amount:	\$660,000.00
Agreement Type:	Cost Reimbursement
WIA Agreement Number:	SWEP 2009-179-107-R-RCCD

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## RECITALS

This Agreement is made and entered into by and between the County of Riverside, hereinafter referred to as the "County," and the Riverside Community College District, hereinafter referred to as the "Contractor."

### WITNESSETH

WHEREAS, the County has entered into a Grant Agreement with the State of California, hereinafter referred to as the "Grantor," pursuant to the Workforce Investment Act of 1998 (WIA) and the American Recovery and Reinvestment act of 2009; and

WHEREAS, the Economic Development Agency (EDA) and the Workforce Development Board (WDB) cooperate with private organizations, other agencies of the County, Community-Based Organizations (CBO's) and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the project, which is the subject of this Agreement, has been established by the County as one of the above-described programs and has been approved by the County Board of Supervisors, the Economic Development Agency and the Workforce Development Board, and

WHEREAS, on the 1<sup>st</sup> day of May, 2009, County and Contractor entered into an agreement pursuant to which the Contractor agreed to provide Summer Youth services to Title 1B Workforce Investment Act (WIA) and American Recovery and Reinvestment Act, Youth Program participants; and

NOW, THEREFORE, the County and the Contractor, agree as follows:

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## Article I. TERMS AND CONDITIONS

### *Section 1.01 Term of Agreement*

The term of this Agreement shall commence on May 1, 2009, and end on October 31, 2009. The Agreement shall expire at midnight on the last day of the agreement term and cannot be renewed without a modification to the existing Agreement or execution of a new agreement.

### *Section 1.02 Parties to the Agreement and Their Representatives*

The parties to this Agreement are the County of Riverside (County), through the Economic Development Agency (EDA) and the Workforce Development Board, and the Riverside Community College District, the Contractor, if a corporation, certifies it is registered with the Secretary of State of the State of California.

### *Section 1.03 Service of Notices*

Formal notices, correspondence and communications to be given hereunder by either party shall be made in writing and shall be deemed communicated as of the date of postmark. The representatives of the respective parties are authorized to administer this Agreement and are the persons to whom formal notices, correspondence and communications shall be given.

If to County:

Economic Development Agency (EDA)  
1151 Spruce Street  
Riverside, California 92507  
Attention: Felicia Flournoy,  
Director of Workforce Development  
(951) 955 - 3100  
(951) 955 - 3131 Fax

If to Contractor:

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506  
Attention: Dr. Shelagh Camak, Executive Dean Workforce Development and Student  
Success  
(951) 222-8054  
(951) 222-8769 FAX

If the name of the person designated to receive the notices, correspondence or communications, or the address of such person is changed, written notice shall be given within five working days of said change.

### *Section 1.04 Conditions Precedent to the Execution of the Agreement*

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- (a) Prior to the execution of this Agreement, the Contractor shall have on file with County completed and certified attachments required in the Request for Proposal (RFP), which are incorporated herein by this reference. The Contractor must notify the County in writing of any changes or revisions to the required documentation. The Contractor understands that this Agreement cannot be executed until the County has approved all documentation.
- (b) Contractor shall submit to the County a Cost Allocation Plan. This plan is defined as a method to ensure each funding source is fairly charged, the process of distributing costs that benefit more than one final cost object, and that costs are equitably distributed to all benefiting activities. Contractor understands that this document must be submitted and approved prior to Agreement execution. See EXHIBIT 3 for Cost Allocation Plan Format.
- (c) Contractor and County have determined that due to the development nature of the program, there may be changes in structure or program design required upon review. Therefore, Contractor and County agree that they will use their best efforts to refine program elements to accommodate any changes of policy as mandated by the state. Any such changes are subject to *Section 9.01* of this Agreement.
- (d) The Contractor (if not a public entity), by signing this Agreement, does hereby specifically warrant and represent, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board (NLRB).
- (e) By signing this Agreement, the Contractor does hereby specifically warrant and represent, that it has not failed to satisfy any major condition in a current or previous contract or grant with the Department of Labor (DOL) or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.

## Article II. SCOPE OF WORK (SOW)

The Contractor shall operate the County of Riverside Summer Work Experience Program as recommended by Riverside County EDA and the Workforce Development Board (WDB) and approved by the Riverside County Board of Supervisors. Contractor shall provide youth program services May 1, 2009 through October 31, 2009, as described in the RFP and the Contractor's submitted proposal. Please note that all work experience must conclude by September 30, 2009.

### *Section 2.01 Description of Services to be Provided*

Contractor's commitment and County's concurrence of how the elements relating to the provision of youth program services are to be implemented and administered is included as part of this Agreement as EXHIBIT 1,

### *Section 2.02 Contractor's Performance Measures*

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The County will utilize monthly Management Information Systems (MIS) reports and monthly performance reports to measure the Contractor throughout the term of the Agreement. At the completion of the program, Service Providers will be evaluated on the following performance measures: 1) Meeting 100% of stated Enrollment Goals, and 2) the requirement that 85% of all youth enrollments will attain Work Readiness Skills. The performance measures for this program are subject to change based on the final requirements of the ARRA and guidance received from the U.S. Department of Labor and the California Employment Development Department.

### Article III. COMPENSATION

#### *Section 3.01 Contractor's Compensation*

(a) Program Year Compensation

The County shall pay the Contractor an amount not to exceed \$660,000, six hundred sixty thousand dollars, for complete and satisfactory performance of the terms of this Agreement for the period of May 1, 2009 through October 31, 2009, and subject to the provisions outlined in this Agreement and all Exhibits. In no event shall the total compensation for the periods specified herein exceed the compensation set forth above, except by an amendment to this Agreement. County has agreed to reimburse Contractor for all costs associated with direct support of this Agreement, based on the cost reimbursement budget submitted by Contractor and attached to this Agreement as EXHIBIT 2. If there are any unexpended (undocumented) funds, these amounts will revert to the County in accordance with regulatory close out procedures. The Contractor may exceed any line item up to 20% as long as the adjustment does not result in exceeding the total contract amount. The Contractor must notify the County of the line item change when submitting an invoice for payment along with a revised budget that indicates the amount of the adjustment, and to what budget line item the amount should be taken from and allocated to.

(c) Reimbursement for Mileage and traveling Expenses

The Contractor may only seek reimbursement for mileage and traveling expenses that are directly related to the performance of services related to this Agreement. Reimbursement for mileage travel expense claims will be made according to the Contractor's standard policy for mileage and traveling expense reimbursement for all employees within the Contractor's organization. According to OMB Circular A-87, section 41 Travel Cost, under Federal Awards; "Cost incurred by employees and officers for travel, including cost of lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable only to the extent such cost do not exceed charges normally allowed by the governmental unit in its regular operations as a result of the governmental unit's policy". In no instance shall the Contractor be reimbursed at a rate which is higher than the standard set by the County of Riverside, California Board of Supervisors Policy Number D-1 or its successor for all employees. See Exhibit 10 for Board of Supervisors Policy Number D-1. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the County.

(d) Budget Modifications

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Line item adjustments exceeding 20% increase require a Budget Modification to the Agreement. The Contractor must submit a written request along with a budget modification plan that details how the budget change will enhance the service delivery or improve performance outcomes of the program. Additionally, the Contractor must submit a revised budget, that indicates the amount of the adjustment, and to what budget line item(s) the amount should be taken from and allocated to. The County may approve or deny the modification based on the how the budget modification will impact the program. Contractors may request one (1) budget modifications per program year. The final request for budget modification must be submitted by September 1, 2009.

(e) Invoicing and Documentation

The Contractor shall invoice the County on or before the tenth calendar day of each month, for all contract costs incurred during the previous month. If the tenth day of the month falls on a weekend then the invoice is due the Friday before the tenth. Contractor shall attach required documentation, as stipulated in Riverside County Economic Development Agency Expenditure Reporting/Invoicing Procedures Policy number 16-01. A copy of these Policies and Procedures can be downloaded @ [www.rivcojobs.com](http://www.rivcojobs.com). Contractor shall maintain all documentation for claimed expenditures and shall make such documentation available to any monitoring entities. Contractor understands that this requirement is a condition for reimbursement. Payment shall be made within 45 days from the receipt of a completed invoice, and any documentation, either as outlined in the Expenditure Reporting/Invoicing Procedures Policy Number 16-01 (or it's successor) referenced above, or as requested by the County.

(f) Program Income and Interest Income

The Contractor shall use the addition method described at 29 CFR 95.24 or 29 CFR 97.25(g) (2) (as appropriate) to track all program or interest income generated under this Agreement. The cost of generating program income will be subtracted from the amount earned to establish the net amount of program income available for use under this Agreement. Contractors shall maintain records sufficient to determine the amount of program income received and the purpose for which such income is expended.

Federal regulations (CFR 29 97.21(i)) require the Contractor remit to the federal funding agency (County) an interest earned on advanced funds except that Contractor may retain up to \$100 annually for administrative expense. The County requires that these amounts be remitted monthly in order to comply with Federal requirements. Contractors must have adequate cash management policies and systems that will insure proper accounting of such interest income per this Agreement.

(g) Notice of Questioned and Disallowed Costs

When a Monitoring or Financial Audit determines that the Contractor has received/earned funds which are questioned under the criteria set forth in the Agreement, the Contractor shall be notified and given 30 days to justify the questioned costs prior to the County's final determination of disallowed costs. The resolution shall be executed in accordance with Riverside County Economic Development Agency

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Policy and Procedures on Audit Resolution, a copy can be downloaded @ [www.rivcojobs.com](http://www.rivcojobs.com).

#### Article IV. REPORTING AND FILE RECORDS

##### *Section 4.01 Reporting Requirements*

- (a) General and Fiscal Reporting – The Contractor will comply with controls, record keeping and accounting procedure requirements of WIA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid under this Agreement. At such times and in such form as the County may require, there shall be statements, records, reports, data and information pertaining to this Agreement submitted to County. Reports submitted by Contractor shall be in accordance with any regulatory reporting requirements. The Contractor shall notify the County in writing of any actions to dissolve or transfer any funds provided under this Agreement.
- (b) Final Invoice - Within 45 calendar days following the termination of this Agreement, the Contractor shall report and submit to the County (on forms provided by the County) all final claims for funds under this Agreement. In the event the Contractor does not submit a final claim within the prescribed time limits, the County reserves the right to unilaterally prepare and finalize the financial report, using the latest paid invoices and MIS documents on file at the County. The Contractor shall return all unearned and excess payments paid to the Contractor to the County within 30 calendar days following the receipt of the formal written request.
- (c) Contract Closeout - All sub-recipients will submit a closeout package within 45 days at the expiration of the contract term whether or not any line item within the contract is fully spent and that term has ended. All sub-recipients will submit the property inventory log and any reimbursements due to EDA with the closeout package. Closeout documents will be provided by EDA staff and are to be completed and mailed to:

*Attention: Vivian Armstrong*  
Workforce Development Centers of Riverside County  
1151 Spruce Street  
Riverside, CA 92507

##### *Section 4.02 Maintenance of Records and Participant Files*

- (a) General eligibility documentation and Participant Records (WIA forms) in their original form shall be provided to the County in accordance with County MIS Policy.
- (b) Contractor files for each participant with respect to all matters covered by this Agreement shall be maintained for a period of at least four years after termination of this Agreement and until any other pending matters are completed.
- (c) The County, State of California, and the U.S. Department of Labor (DOL) shall be given access to and rights to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement.

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### *Section 4.03 Confidential Information*

The Family Educational Rights and Privacy Act of 1974 and related state law and regulations require the proper disclosure of individually identifiable records. All state and county information is confidential when it identifies an individual or an employing unit. Confidential information requires special precautions such as, but not limited to, locked files, computer passwords, and assigned staff access, to protect it from loss, unauthorized use, access, disclosure, modification and destruction.

Contractor must secure signed consent form for participation in the Summer Work Experience Program and also obtain consent for the use of any photo or image of any participant used in advertisements, brochures, pamphlets, videos, or any media form where the individual or his/her likeness can be identified. NOTE: The consent for minor youth must be signed by the youth's parent or guardian and must stipulate the terms and conditions of how the photo/image will be used. Forms must be included in participant file on site with Contractor.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees or collaborative partners, only on a "need-to-know" basis. Contractor shall provide written instruction to all employees, staff and collaborative partners, regarding these requirements.

The full execution of this Agreement by the authorized person(s) constitutes each party's commitment to uphold these confidentiality requirements.

## Article V. DUTIES AND RIGHTS OF CONTRACTOR

### *Section 5.01 Independent Contractor/Subrecipient Status*

- a) The parties agree that the performance of the Contractor's services hereunder shall be in the capacity of an independent Contractor, and that no employees of the Contractor are, or shall be, employees of the County by virtue of this Agreement.
- b) The Contractor is considered a sub-recipient of funds provided to the County through its sub-grant with the State of California. As described in 29CFR 99.210 a sub-recipient is:

A legal entity to which a sub-award is made and which is accountable to the recipient for use of the funds provided. Characteristics of a sub-recipient are when the organization receiving a Federal award performs the following activities:

- Determines eligibility for the program
- Has its performance measured against the objectives of the Federal program
- Has responsibility for programmatic decision making
- Has responsibility for adherence to applicable program compliance requirements
- Uses Federal Funds to carry out a program of the organization as opposed to providing goods or services for a program
- As a sub-recipient, the Contractor is subject to all regulations and OMB circulars governing the use of WIA funds

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#### *Section 5.02 Assurances and Certifications*

The Contractor agrees to comply with the provisions of the Affirmative Action Compliance Program of the County of Riverside (known as the Riverside County Minority/Women Business Enterprise [M/WBE] Policy) and rules and regulations adopted pursuant thereto, Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the Provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs, the California Fair Employment Practice Act, California Public Contracts Code 2000, and other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereinafter enacted. Information on these rules and regulations may be obtained from the website resource listed on EXHIBIT 7.

#### *Section 5.03 Purchase of Fixed Assets, Equipment or Property*

Purchase of fixed assets, equipment, or property using funds provided by cost-reimbursement agreements is not allowable under this agreement. Any property, equipment or assets furnished to the Contractor by the County and/or purchased by the Contractor with funds from other WIA cost-reimbursement agreements shall be limited to use, pursuant to this Agreement, and shall remain the property of the County. Upon termination of this Agreement, all property and equipment (finished or unfinished), or unused supplies purchased by the Contractor under this Agreement shall be immediately returned to the County or disposed of in accordance with County policy (Number 16-02, Property Management: Acquisition, Receipt, Inventory, Storage and Disposition Policy) and/or direction from the County.

#### *Section 5.04 Procurement of Sub-contracts, Sub-agreements and Memorandums of Understanding (MOU)*

- (a) Should the Contractor require the services of a sub-tier entity to carry out the responsibilities outlined in the Agreement the Contractor MUST comply with the WIA Final Rule, Sections 667.200(a)(3) and (4), (6)(d)-(g) and the Riverside County Economic Development Agency Policy and Procedures on Procurement Standards. Both provide guidance regarding procurement and refer the sub-recipient and sub-grantees to additional regulatory sites. The applicability of the aforementioned rules and regulations are limited to sub-tier sub-recipients as defined in Section 5.01(b) above. The intent of the federal government is to provide consistent procurement policies that ensure free and open competition and will secure the best possible price.
- (b) Unless otherwise allowed, the Contractor, under this Agreement, shall document such services with an executed formal agreement, either financial or non-financial. Copies of all executed sub-contracts/sub-agreements/MOUs must be forwarded to the County within ten working days after their execution. Additionally, the Contractor acknowledges the requirements and agrees to furnish such documents as a condition to receiving payment for contracted line-item services. The County can provide a 'Memorandum of Understanding' template for Contractor to use as a guide. The Contractor shall develop written agreement formats that shall include, but are not limited to, the following requirements:

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- 1) compliance with applicable federal regulations
- 2) compliance with all WIA requirements
- 3) compliance with all legislation, regulations, policies, directives and/or procedures which may replace WIA
- 4) stipulation to hold the County harmless as a result of Contractor collaborations
- 5) contracted services to program participants
- 6) indemnification and insurance requirements imposed on the collaborative partner
- 7) a code of conduct for employees conducting procurements, including criteria regarding conflict of interest (see Section 6.02 of this Agreement)
- 8) selection procedures for procurement transactions
- 9) different types of procurement and how to use them
- 10) requirements for a price or cost analysis and limited conditions under which sole source may occur

NOTE: If any modifications or updates are made to the original sub-contract, sub-agreement or MOU, the Contractor is also required to submit copies of the updated versions to the County within 5 working days following execution. No payments will be made to any sub-contractor without an executed contract/sub-agreement/MOU.

#### *Section 5.05 Training site/Sub-tier Monitoring*

- a) The Contractor shall monitor, or assist in such process, to insure that all training sites have a safe working environment. Where applicable for training sites, the pre-monitoring form must be completed by the Contractor and retained. All training sites will be reviewed at least once during the Participant's enrollment period, but may be reviewed more frequently if necessary. All training site supervisors must receive an orientation that covers all program requirements and responsibilities.
- b) As part of the Contractor's duties in the performance of this Agreement, the Contractor shall monitor program activities of its collaborative partners including, but not limited to, fiscal management, invoices, and services rendered to the partnership. Contractor shall make a written record of findings and review them with the County when necessary. Copies of findings must be available for review by the County, State and Federal monitors or auditors and shall be maintained in files at the Contractor's office. (The County can provide Form No. PCU 448-41, WIA Youth Programs Sub-tier Monitoring Guide, to be used for this purpose.)
- c) Contractor shall notify the County of any default, termination or findings of disallowed costs under these sub-contracts/sub-agreements.
- d) The Contractor will notify in writing, within 10 working days, any change in collaborating Partners. Within 20 working days, the Contractor will provide an executed MOU for new partners to the County.

Additional guidance may be obtained from web site resources listed on EXHIBIT 7. Contractor is responsible for obtaining all information pertaining to procurement of sub-contractor service and complying with the rules and regulations promulgated under multiple laws and regulations.

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*Section 5.06 WIA/ARRA Fund Restrictions*

The Contractor shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under this WIA/ARRA program. Co-mingling and/or diverting of funds to support the activities of other programs are not authorized. Documentation supporting expenditures will be kept on file at the Contractor's office and made available during normal business hours at all times for audit and monitoring purposes.

*Section 5.07 Fraud and Abuse*

The Contractor shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the Contractor shall establish a reporting process to ensure that the County is notified immediately of any allegation of WIA-related fraud, abuse or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or participants.

If the allegation is of any emergency and/or fiscal nature, it shall be reported to the County's Planning and Development Unit at (909) 955-3100, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the Contractor's file.

Complaints of a non-criminal nature are handled under the procedures set forth in §667.505 of Part 667, Subpart F of the Final Rule for the WIA.

*Section 5.08 Failure to Perform*

- a) The Contractor assumes full responsibility for performance of this Agreement and Sub-agreements executed pursuant to or funded by this Agreement, and hereby agree to indemnify the County for failure, non-performance or default of any of its Sub-Contractors. Further, the Contractor assumes full liability and agrees to reimburse the County for the Contractor or any of the Sub-Contractors non-compliance with any term, prohibition or condition of the regulations governing this Agreement. The Contractor also agrees the County or its designated agent has full recourse to the Contractor for the failure to perform all or any part of this agreement.
- b) To insure the effective use of WIA funds, the Contractor's enrollment and/or expenditures will be reviewed by the County to determine if goals are being met and whether budgeted funds will be fully earned within the term of this Agreement. Should enrollments or expenditures fall below plan, a notice so stating any such deficiency shall be sent to the Contractor.

*Section 5.09 De-obligation/Re-obligation*

Funding of this Agreement and therefore de-obligation is contingent on the continuing availability of federal or state funds, or continued federal or state's authorization for program activities.

Depending upon the results of any review as outlined in Section 5.07 (b) above, or as determined by the granting authority (s), funds originally obligated to the Contractor through this Agreement, may be subject to de-obligation of all or part of the funds for the following circumstances: (1) where it is clear that the Contractor may not expend all of the original

allocation; (2) Contractor is significantly out of compliance with enrollment or expenditure plans. When a review indicates that payment earned within the term of this Agreement can exceed (or exceeded) the amount originally allocated a re-obligation of funds may be determined. The following processes will be followed whenever de-obligation or re-obligation is found to be necessary.

#### De-obligation/Re-obligation

- 1) At any time that the County determines that de-obligation or re-obligation is necessary, a written notice to the Contractor will be issued outlining the reasons and timeline for the de-obligation or re-obligation. The notice will provide a response period for the Contractor during which the Contractor may provide comment.
- 2) At a time determined by the County, but after the Contractor has provided a response, a final notice of intent to de-obligate or re-obligate will be provided to the Contractor. Such notice will be formalized by either modification or termination of the Agreement in accordance with the provisions outlined herein.

### Article VI. DUTIES AND POWERS OF THE COUNTY

#### *Section 6.01 Performance Monitoring*

To ensure compliance with the provisions of WIA Sections 117(d) (4), including the regulations under Sections 183 and 184 (a) (4), there will be at least one program and one fiscal monitoring conducted by the County annually. This review will determine if performance standards are being met.

Compliance monitoring determines compliance with this Agreement, which ensures that the program is in compliance with laws and regulations governing the use of WIA funds. Financial monitoring is a component of compliance monitoring and will be conducted to analyze, evaluate, and determine compliance with government financial systems, expenditure rate and cost guidelines.

Remedies for Contractor's non-response may include any action up to and including termination as described in Articles VII and IX of this Agreement. The monitoring process will follow those outlined in the EDA's Program Monitoring Policy attached at *Exhibit 6*.

#### *Section 6.02 Availability of Funds*

Funding of this Agreement is subject to continuing available of WIA funds provided to the County during the Agreement period. The County will inform the Contractor, immediately upon notice from the State or the Department of Labor (DOL), of any limitation of funds availability. Both parties understand that the County makes no commitment to fund this project beyond the term of this Agreement.

#### *Section 6.03 Withholding of Funds*

- (a) Payments under this Agreement may be withheld, suspended or terminated if WIA funds to the County are suspended or terminated, the Contractor cannot accept additional conditions imposed by DOL, the State, or the County or the Contractor fails to file

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appropriate participant paperwork or timely invoices. In the event of such suspension or termination of funding, any amount which is properly earned or expended by the Contractor as a result of the performance or expenditures under, and in accordance with, this Agreement said amounts shall be paid to the Contractor in accordance with the provisions of the Agreement. In the event of termination of the Agreement, no payment may be made for any expenditure after the date of termination.

- (b) The County has the authority to withhold funds under this Agreement, pending a final determination by the County, of questioned earnings and/or expenditures or indebtedness of the County arising from past or present agreements between the County and the Contractor.
- (c) At the expiration of this Agreement or upon termination prior to the expiration, funds not expended for the purpose of this Agreement shall be immediately remitted to the County in accordance with the County close-out procedures referenced in *Article IV, Section 4.01(c)*.

#### *Section 6.04 Debt Collection*

Where liability for debt collection is determined by the County to be at the Contractor's level, the Contractor will be responsible for the debt. When a debt is established as a result of an audit, a monitoring finding, an investigation or other means, appropriate action will be taken by the County to collect the debt from the Contractor, pursuant to the EDA Debt Collection Procedures, Policy Number 10-02. Such repayment will be from funds (non-federal), other than those received under WIA.

### Article VII. TERMINATION AND OTHER REMEDIES

#### *Section 7.01 Termination for Cause with Cure Period*

In the event of a material Agreement breach, by either party, the other party may terminate this Agreement by giving the breaching party at least 30 days prior written notice setting forth the actions necessary to cure the breach. Termination for a material breach shall be effective on the date specified in the notice, except that if the breaching party cures the breach to the reasonable satisfaction of the other party during the 30-day notice period, this Agreement shall not terminate. The notice period may be extended in writing at the discretion of the non-breaching party.

The County may unilaterally suspend and/or terminate this Agreement upon written notice at such time and to such extent as funds are suspended or not made available to the County by the DOL or the State. In the event of such suspension or termination, the Contractor will be paid up to the date of suspension or termination for any amount which is properly earned/expended by the Contractor as a result of the performance or expenditures under, and in accordance with this Agreement.

Notwithstanding the procedures governing the termination of this Agreement for cause with cure period outlined above, failure, on the part of the Contractor, to comply with the provisions of the Agreement or with the Act or regulations when such failure involves fraud or misappropriation of funds, may result in the immediate termination and withholding of funds from the County. This

Section does not apply to termination due to failure of a Partnership to attain Quality Assurance Certification.

*Section 7.02 Request for Waivers and Waiver of Breach*

Waivers of any provisions of this Agreement must be in writing and signed by the appropriate authorities of the County.

No waiver by the County or breach of any provision of these terms and conditions shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach of the same provision.

*Section 7.03 Termination without Cause*

The parties hereby agree that, at any time during the term of this Agreement, either party may terminate this Agreement, or any part hereof, upon giving the other party at least 45 calendar days written notice prior to the effective date of such termination.

*Section 7.04 Obligations upon Termination*

- (a) All documents, data, studies, reports and records prepared by the Contractor under this Agreement, and any property transferred from previous programs shall be disposed of according to County directives.
- (b) Upon completion of documentation on termination of this Agreement, the County shall determine the total amount of funds earned by the Contractor in the satisfactory performance of this Agreement.
- (c) In the event the Contractor ceases to do business, copies of all records relating to the project(s) or activities that are the subject of this Agreement shall be furnished to the County at the Contractor's expense.
- (d) At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to Contractor but not used for the purposes of this Agreement shall revert to the County. Within 45 days following Agreement expiration or termination, Contractor is obligated to provide an accounting for the period of time that Contractor was providing services up to and including expiration date. County shall calculate funds due and submit a request to Contractor for repayment. Repayment is to be paid within 45 days of request.

*Section 7.05 Business Interruption*

In the event that a substantial portion of Contractor's operations are interrupted by war, fire, insurrection, labor problems, the elements, earthquakes or any other cause beyond Contractor's control, Contractor's obligations under this Agreement shall be suspended for the duration of the interruption.

If a substantial portion of the services, which the Contractor has agreed to provide hereunder, is interrupted for more than 30 days, County may terminate this Agreement upon ten days prior

written notice to Contractor. *Section 7.04, Obligations upon Termination*, of this Agreement shall apply under these circumstances.

*Section 7.06 Other Remedies Reserved by the County*

(a) Notice to Correct Performance and Notice of Probation

- 1) The County may place the Contractor on probation with notice to correct for failure to fully comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- 2) Said notice shall set forth the period of probation, the reason for the notice and the specific conditions of non-compliance.
- 3) Within ten working days, the Contractor shall reply in writing, setting forth a corrective action plan that describes actions that will be undertaken in resolving the reasons for probation. Such plans are subject to County approval. Progress reports will be submitted to the County every 30 calendar days thereafter until the reasons for probation are resolved.

(b) Suspension

- 1) The County may determine that suspension of all or part of the project operations of Contractor for failure to fully comply with the terms and conditions of this Agreement may be warranted. By giving written notification of suspension and a notice to correct, Contractor agrees to abide by the terms of the notice and respond as directed. Said notice shall be effective upon receipt.
- 2) Said notice shall set forth the specific conditions of non-compliance, the period provided for corrective actions and any other requirements of performance to remedy deficiencies.
- 3) Within ten working days, the Contractor shall reply in writing, setting forth the corrective actions that will be undertaken in resolving the reasons for suspension. Corrective actions are subject to County approval. Progress reports will be submitted to County every 30 calendar days thereafter until the reasons for suspension are resolved.

Article VIII. DISPUTE RESOLUTION

*Section 8.01 Dispute Resolution*

Controversies or disputes between Contractor and County shall be resolved, to the extent possible, by informal meetings or discussions between appropriate representatives of the parties.

*Section 8.02 Arbitration*

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Contractor and County agree that in the event of any controversy or dispute against County arising under this Agreement, whether involving a claim in tort, contract, or otherwise and including disputes which are not adequately resolved by the County's dispute and appeals process, said claims shall be submitted to non-binding arbitration. If the matter under dispute is one that is subject to review under any County dispute resolution procedures, arbitration may not be initiated until completion of such procedures. All such claims, controversies and disputes shall be submitted to non-binding arbitration in accordance with application rules of the American Arbitration Association. Said arbitration shall take place in Riverside, California.

*Section 8.03 Dispute Resolution Costs*

Each party shall be responsible for its own legal fees and other expenses incident to the preparation of its case. However, County and Contractor are prohibited from using any WIA funds for the purpose of instituting legal proceedings or legal disputes against the other party, the state, DOL or any other entity who has received funding under the Act.

Article IX. GENERAL PROVISIONS

*Section 9.01 Amendment to Agreement*

This Agreement is subject to amendment, as necessary, in accordance with requirements contained in any future federal or state legislation, regulations, or policy. Either party may request an amendment or modification to this Agreement. The Contractor assumes control and responsibility for all fiscal, financial and programmatic matters. Amendments must be in writing and properly executed by both parties. The County may not honor Agreement modifications if such request represents expenses or obligations incurred prior to the Contractor receiving written approval and/or funding from the County.

*Section 9.02 Auditing and Monitoring*

The U.S. Inspector General, the Secretary of Labor, the State of California and the County reserve the right to conduct a compliance audit or monitoring of the Contractor's program at any time during normal business hours. If deficiencies are found and the Contractor fails to correct reported deficiencies the County shall retain the option to exercise any remedies as outlined in Article VIII of this Agreement.

- (1) The County reserves the right to monitor and visit, announced or unannounced, the Contractor's program, including visits to all locations, offices and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the EDA Program Monitoring Guide, WIA and regulations.
- (2) The Contractor shall establish such internal fiscal controls and accounting procedures as required by WIA and state and federal or local regulations or as may be deemed necessary to assure proper disbursement of, and accounting for, funds paid to the Contractor under the WIA, its legislative requirements and governing regulations.
- (3) The County, the U.S. Department of Labor, the Office of the Inspector General and the State of California, shall have the right to monitor and/or evaluate all conditions and

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activities in the Agreement, and to investigate/audit all records, books, papers or documents related to the conduct of programs funded by the County.

- (4) The Contractor shall maintain and make available to the auditors/monitors adequate records and documents cooperate with all auditors/monitors, comply with federal, state and local laws and regulations as they related to the utilization of funds or operation of the WIA program.
- (5) The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse or other criminal activity in relation to this Agreement, the Act or regulations.
- (6) The Contractor agrees to retain all records pertaining to all grants and agreements under the WIA program for a period of four years after termination of this Agreement. If, at the end of four years, there is an ongoing litigation or an audit involving those records, the Contractor shall retain the Records until the resolution of such litigation or audit is completed.
- (7) The non-profit Contractor shall be responsible for the procurement of an audit under the provisions of Office of Management and Budget (OMB) Circular A-133. These requirements are found at 29 CFR 97.26 for governmental organizations and at 29 CFR 95.26 for institutions of higher education, hospitals, and other non-profit organizations.

The commercial Contractor who receives WIA funds and expends more than the minimum level (\$500,000) specified in OMB Circular A-133 in federal funds must have either an organization-wide audit conducted in accordance with Section 184 of the WIA, Title 20 CFR Section 667.200, Title 29 CFR Part 95 or 97 (as applicable), and Title 31 USC Chapter 75.

All audits will commence no later than six months following the period of this Agreement, and the Contractor will be responsible for providing the County with information which will assist the County in determining if the Contractor has met its audit requirements. This responsibility includes, but may not be limited to, providing the County with a copy of the annual audit report to the County within two weeks upon receipt of the audit report.

Any audits with findings will require submission of finding resolution.

Further, the Contractor acknowledges that County may not contract with any organization that is not in compliance with these requirements, and/or the County may withhold payment to the Contractor if the Contractor fails to comply with the request.

#### *Section 9.03 Compliance with Laws and Regulations*

The Contractor warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. The Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

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The Contractor will ensure diligence in managing the program under this Agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIA.

A partial list of applicable laws and regulations are found in Exhibit 8 of this Agreement.

#### *Section 9.04 Equal Employment Opportunities (EEO) and Non-discrimination*

The Contractor assures that it has an EEO policy that complies with the non-discrimination and equal opportunity provisions of WIA section 188 and its implementing regulations. That Contractor assures that its EEO policy covers staff and participants served under this Agreement and that it does not discriminate, on the basis of race, color, religion, national origin, physical/mental handicap, sex, political affiliations or beliefs and ages, in the selection of participants and staff personnel. The policy shall cover, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

The Contractor will take action to ensure that applicants, participants or employees are treated during training/employment without regard to their race, color, religion, sex, national origin, age, handicap or political affiliation or beliefs. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment and/or training, notices setting forth the provision of this non-discrimination clause.

In the event of the Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with policies authorized in Executive Order 11246 of 1965, last amended 1996, and the Equal Employment Opportunities Act of 1972 and the amendments to the Civil Rights Act of 1991.

#### *Section 9.05 Grievance and Complaint System*

The Contractor will establish and maintain a grievance and complaint procedure in compliance with WIA, federal regulations and state statutes, regulations and policy.

#### *Section 9.06 Indemnification*

Contractor shall indemnify and hold harmless the Workforce Development Board, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. Without limiting the generality of the preceding sentence, the Contractor shall indemnify, defend and hold harmless the Workforce

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Development Board, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives against any liability, claim, loss, demand or damage incurred by the County and/or the Workforce Development Board as a result of the determination by the United States Department of Labor, or its successor, or the Grantor that activities undertaken by the Contractor in connection with this Agreement fail to comply with any laws, regulations or policies applicable thereto, or that any funds billed by or disbursed to the Contractor under the Agreement were improperly expended. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the Workforce Development Board, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of County.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in the Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County.

In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest allowed by law.

#### *Section 9.07 Insurance Requirements*

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at Contractor's sole cost and expense, evidence for coverage listed below, within ten days following execution of this Agreement.

(1) Worker's Compensation

If Contractor has employees as defined by the State of California, Contractor shall maintain statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

(2) Commercial General Liability:

- a) Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices

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liability, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(3) Vehicle Liability

NOTE: Vehicle Liability- If Contractor uses vehicles in the performance of this agreement and does not transport participants paragraph 3a applies. If Contractor uses hired or chartered transportation and transports participants, then 3b and 3c applies.

- a) If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain vehicle liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. The Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.
- b) Contractor shall maintain vehicle liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$5,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. The Policy shall name the County of Riverside, its Agencies, Districts, WDB, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.
- c) If Contractor elects to transport Participants in any manner other than public transportation the Contractor agrees to maintain, or have their subcontractor providing transportation maintain, vehicle liability insurance with a limit of at least \$5,000,000 per occurrence combined single limit and such insurance shall name the County of Riverside, its Agencies, Districts, Workforce Development Board, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

(4) General Insurance Provisions-all lines:

- (a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII. (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular

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insurer such waiver is only valid for that specific insurer and only for one policy term.

- (b) The Contractor's insurance carrier(s) must declare its insurance or self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent from the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions which are deemed unacceptable to the County and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions, as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses.
- (1) The Contractor shall cause its insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original ACCORD Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation or expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original ACCORD Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect.
- (2) Contractor shall not commence operations until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- c) The COUNTY'S Reserved Rights. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement including any extensions thereof exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the

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CONTRACTOR has become inadequate. The requested changes by the County shall be in line with insurance industry standards and subject to Contractor's review and acceptance.

- d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, insurance and the County's insurance and/or deductibles and/or self-insured retentions or self insured programs shall not be construed as contributory.
  - e) The Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
  - f) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
  - g) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
- (5) Self Insured - The Contractor may satisfy the insurance requirements set forth herein by showing that it is a member of a joint powers entity created pursuant to California Government Code §6500, et seq., which provides insurance or self-insurance to the Contractor for the risks and to the entities set forth herein for which the Contractor has agreed to provide insurance.

#### *Section 9.08 Inventions, Patents and Copyrights*

If any project produces patentable items, patent rights, processes or inventions in the course of work under a DOL grant or agreement, the Contractor shall report the fact promptly and fully to the County. The County shall report the fact to the Grant Officer at DOL. Unless there is a prior agreement between the County and the DOL or its representative on these matters, DOL shall determine whether to seek protection on the invention or discovery. DOL or its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the following Patent Policy found at 29 CFR 95.36 and 29 CFR 97.34:

*Unless otherwise provided in terms of the Grant or the Agreement, when copyrighted material is developed in the course of or under this Agreement, the author and the County which developed the work are free to copyright material or to permit others to do so. The County and the Workforce Development Board shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use and to authorize others to use all copyrighted material.*

*If any material developed in the course of or under a DOL Grant or Agreement and Sub-agreement is copyrighted, DOL shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish and otherwise use and to authorize other entities to use the work for government purposes.*

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*Section 9.09 Labor Standards*

- (a) The Contractor shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standard Act and all other applicable statutes, ordinances and regulations with respect to employment, wages, hours of labor, and industrial safety (if applicable).
- (b) Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, age and proficiency of the participant.
- (c) Health and safety standards established under State, Federal and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. With respect to any participant in a program conducted under this Agreement who is engaged in activities, which are not covered by health and safety standards under OSHA of 1970, the Contractor shall prescribe by regulation, such standards as may be necessary to protect the health and safety of such participants.
- (d) No program under the Act shall impair (1) existing contracts for services, or (2) existing collective bargaining agreements, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities, which affect such agreement.

A participant in a program or activity authorized under Title I of WIA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

- (e) No participant shall be employed or job opening filled: (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant.
- (f) The Agreement will not result in the displacement of currently employed workers (including partial displacement, such as reduction in the hours of non-overtime work, wages or employment benefits). The Contractor will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- (g) The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.
- (h) The Contractor (if not a public entity), by signing this Agreement, do hereby specifically warrant and represent, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Relations Board.

*Section 9.10 Non-duplication of Service*

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Funds provided under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal State or local County sources, unless the plan established that alternative services or facilities would be more effective or more likely to achieve performance goals.

*Section 9.11 Payment of Benefits (where applicable)*

- (a) When applicable, participants employed in activities authorized under this Agreement shall be paid wages which shall not be less than the highest: (1) the minimum wage under § 6(a) (1) of the Fair Labor Standards Act of 1938, (2) the minimum wage under the applicable state or local minimum wage law, or (3) the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- (b) When applicable, participants employed in paid work experience activities funded under the Act may receive related benefits in the public, private, for-profit or non-profit sectors where the objective assessment and individual service strategy indicate that work experiences are appropriate. (WIA sec. 129(c) 92) (D).)
- (c) A participant shall receive no payments for training activities in which the trainee fails to participate without good cause.

*Section 9.12 Permits and Licenses*

The Contractor shall obtain and pay for all permits and licenses necessary to the performance of this Agreement. The County is not permitted to waive any fees for services except as otherwise required by law.

*Section 9.13 Prohibition of Activities*

- (a) The Contractor will assure that no funds under this Contract shall be used to assist, promote or deter union organizing activities.
- (b) None of the funds, materials, property, services and participants shall be used for, or employed on, the construction, operation or maintenance of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- (c) No funds provided under this Agreement shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.
- (d) The Contractor is prohibited from using funds under this Agreement for the purpose of instituting legal proceedings or legal disputes against the County, the Grantor, the Department of Labor or its official representatives.
- (e) No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity training program

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- (f) No funds provided under the Act shall be used for employment generating activities, economic development and other similar activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals under the WIA. Nor shall any funds from this agreement be used for foreign travel.
- (g) No funds under the Act may be used for Public Service Employment (PSE), except to provide disaster relief employment.
- (h) Non-discrimination
  - 1) The Contractor will comply with the nondiscrimination and equal opportunity provisions of WIA sec. 188 and its implementing regulations.
  - 2) No part to this Agreement or any sub-agreement or sub-contract shall discriminate or retaliate against any person, or deny to any person, a benefit to which that person is entitled under the provisions of Federal WIA because such person has filed any complaint, instituted or caused to be instituted any proceeding under or related to WIA participation, has testified, or is about to testify in any such proceeding or investigation, or has provided information or assisted in any investigation.

*Section 9.14 Press Releases/Published Announcements*

In all communications with the press, television, radio or any other means of communicating with the general community regarding any items which are related to the program funded by this Agreement, the Contractor shall use County language in all written material and shall use this language in any audio or video production. The Contractor will obtain approval from the County prior to publication or production.

*Section 9.15 Assignment*

The Contractor shall not assign this Agreement nor enter into any Agreement with any other party or transfer any interest or obligation in the Agreement without written consent of the County.

*Section 9.16 Standards of Conduct*

- (a) The Contractor hereby assures that every reasonable course of action will be taken in administering this Agreement, to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. The Contractor agrees to conform to the nondiscrimination requirements as referenced in WIA, Section 188.
- (b) The Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto.

- (c) The Contractor shall insure that any of its employees who were formerly employed by the Economic Development Agency (EDA) in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement, for a period of not less than two years following the termination of such employment.
- (d) The Contractor shall insure that no relative by blood, adoption or marriage of any executive or employee of the Contractor, will receive favorable treatment when considered for enrollment in programs provided by or employment under this Agreement.
- (e) The Contractor and its employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. No relative by blood, adoption or marriage of any executive or employee of the Contractor will receive any favorable treatment for employment with the Contractor or enrollment into the program funded by this Agreement.

The Contractor may not hire a person in an administrative capacity, staff position or work experience training position with funds provided by this Agreement if a member of that person's immediate family is engaged in an administrative capacity for the Contractor.

- (f) The Contractor assures that none of its directors, officers, employees or agents shall participate in selecting or administering any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor, or where such person knows or should have known that:
  - 1) A member of such person's immediate family or partner or organization has a financial interest in the subcontract;
  - 2) The subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment; or
  - 3) Such person would have a "Financial or Other Interest" in the sub-contract.
  - 4) The Contractor hereby assures that it will establish safeguards to prohibit employees from using a position for a purpose that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have business or other ties. Executive officers or employees of the Contractor will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole, or in part, by the Contractor or the County. Supplies, materials, equipment or services purchased with WIA funds will be used solely for purposes allowed under this Agreement.
  - 5) The Contractor assures that no member of its Board, officer or employee or the Contractor shall have any interest, direct or indirect, in any contract or sub-contract or the proceeds for work to be performed in connection with this program during his/her tenure as such employee, officer or member of the Board.

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- 6) Prior to obtaining the County approval of any subcontract, the Contractor shall disclose to the County any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate families with the proposed sub-contractor and its officers, directors or employees.
- 7) The Contractor warrants that it has not paid, and will not pay, to any third person any money or other consideration for obtaining this Agreement.

*Section 9.17 Integration of Entire Agreement*

This Agreement and those documents incorporated herein by reference or attachment are the entire agreement of the parties and supersede all negotiations, verbal or otherwise and any other agreements which are hereby rescinded. This Agreement is not intended to, and shall not be construed to create the relationship of agent, officer, employee, partnership, joint venture or association between the County and the Contractor. Exhibits 1 through 11 are attached hereto and incorporated herein by this reference. No verbal commitment or conversation with any officer, agent or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

*Section 9.19 Signatures*

County: Riverside County Economic  
Development Agency and  
Workforce Development Board

By:

Date:

Print Name: Felicia Flournoy

Print Title: Director of Workforce Development

Contractor: Riverside Community College  
District

By:

Date:

Print Name: Dr. James Buysse

Print Title: Vice Chancellor, Administration  
and Finance

County Counsel Approval

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Exhibit 1 Scope of Work

## CONTRACTOR SCOPE OF WORK

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### Contractor Scope of Work

- a) Scope of work – The Contractor agrees to maintain the ability to serve and enroll WIA eligible youth and provide work experience, work readiness skills and other program components and applicable services, according to the Contractor's proposal. The Contractor agrees to meet or exceed performance standards as specified in this Agreement.
- b) Contracted services – The purpose of this Agreement is to provide programs and services to eligible youth ages 14-24, who are Riverside County residents, in the summer months between May 1, 2009, and September 30, 2009. All eligible youth will be required to work a minimum of 120 hours and a maximum of 240 hours with a public, non-profit organization or for profit businesses in the community. These services will improve the participant's long-term employability and enhance academic and occupational learning, leadership development skills, and employment preparation.
- c) The scope of work will be to provide work readiness preparation and subsidized summer youth work experience. This will entail the following:
- Recruitment of youth
  - Determination and documentation of eligibility
  - Orientation
  - Referral of ineligible youth to other programs
  - Provide and document work readiness assessment and training
  - Recruit and oversee worksites from public or private sector
  - Placement and monitoring of youth at worksites
  - Train and advise worksite supervisors
  - Pay all youth participants in a timely manner
  - Manage program budget and payroll
  - Manage all required administrative and program paperwork
  - Provide support services

The following outlines WIA or local process requirements related to direct service delivery and operational oversight of Summer Work Experience Programs (SWEP). The EDA will provide technical assistance and training on these processes to all awarded Bidders and their staff prior to contract execution and on an on-going basis.

- d) Recruitment and Eligibility  
Under the WIA legislation for federal funding, all youth must meet WIA eligibility criteria as defined in the Section E (Eligibility Criteria) of System Design and Implementation. Certification of eligibility for any WIA funded programs must be completed prior to enrollment. Certification includes low-income determination, documentation of Right-to-Work eligibility, Selective Service registration for males 18 years of age and older as well as barrier criteria meeting federal guidelines. The EDA will provide technical assistance on the certification process to determine eligibility.

Youth must meet the following eligibility criteria to receive WIA SWEP-funded program services:

1. Low income
2. Ages 14-24
3. A Riverside County resident
4. Has one or more of the following barriers:
  - a. Deficient in basic skills (Literacy and Numeracy levels measured with acceptable assessment tools)
  - b. School dropout
  - c. Homeless, runaway, or foster youth
  - d. Pregnant or parenting
  - e. Offender
  - f. Requires additional assistance to complete an educational program or to secure and retain employment. An individual who requires additional assistance is defined as follows: special needs youth (disabled); limited English speaking; affiliated with a gang; deficient in work readiness skills; or a high school graduate who is basic skills deficient, underemployed or unemployed.

e) Income Eligibility Exception - Up to 5% of youth served may be individuals who are not low-income, provided they are within one or more of the following categories:

1. School dropout
2. Basic skills deficient
3. Are one or more grade levels below the grade levels appropriate for their age
4. Pregnant or parenting
5. Possess one or more disabilities, including learning disabilities
6. Homeless or runaway
7. Offender
8. Faces serious barriers to employment

f) Orientation

An orientation must be provided to each participant. This includes information on the full services that are available through funded program such as activities and expectations. In addition, youth should be given information on other youth services and resources available and the Riverside County Youth Opportunity Centers (YOC).

g) Referral

Any eligible youth who is not enrolled in services at a contracted program must be provided referral information regarding the full array of applicable or appropriate services available through local programs including the Riverside County Workforce Development Centers (WDC) and YOC's. Programs are strongly encouraged to link and share information with other youth serving agencies, organizations and training providers in order to meet the individual needs of all youth.

h) Worksite Development

Service providers must have the capacity to develop meaningful, safe and well-supervised worksites for placement of youth. Worksites can be with non-profit, public

agencies and/or the private sector. Worksite agreements will be required for each worksite developed. A supervisor orientation that provides a program overview, supervisor expectations, development of work plans for youth, and time card and payroll distribution must be provided prior to a youth's placement on a worksite. Monitoring and follow-up is required after a youth is placed to ensure the supervisor, as well as, the youth is supported in their work experience.

i) Work Readiness Training

Work readiness training must be offered to all youth in the program in conjunction or incorporated with work experience. The Contractor must conduct pre and post assessments to ensure age and developmentally appropriate levels of instruction and learning for youth who have limited or have no work experience are met. Work Readiness training may be completed in a variety of ways including, but not limited to, workshops during the work experience activity, evaluation by the worksite supervisor, classroom training, etc. Participants should complete some form of pre-employment training to ensure they are work ready prior to the summer work experience activity. This can be accomplished by teaching participants skills such as, but not limited to, being punctual, attendance, appropriate workplace attire, etc.

j) Summer Work Experience

Providing youth with paid summer employment will contribute immediately to our economy by offering income and opportunities to youth, and will also improve young people's longer-term employment and earnings prospects by providing meaningful work experience.

Worksites that expose youth to high-growth, high-demand occupations and green jobs are encouraged where feasible.

All youth enrolled in the SWEPE will receive a work experience activity for a minimum of 120 hours and a maximum of 240 hours with public, non-profit organizations, or for profit businesses in the community at a minimum wage of \$8.00 per hour.

k) Participant Payments/Employer of Record

Service providers must have the capacity to provide direct monetary payments to youth, including hourly wages. This can be done directly by the funded agency or through partnership with another agency, including a payroll-processing agency. As the employer of record, service providers must adhere to all child labor laws regarding hours of employment, working conditions, etc. For more information see the following website: <http://www.dir.ca.gov/dlse/ChildLaborPamphlet2000.html>

l) Support for Youth

Youth must have access to information about the supportive services which are available. Support services include transportation, child care, housing, work-related clothing and tools, and needs related payments that are necessary for program participation. Support services also include linkages to community resources and services.

m) Stipends

Stipends may be provided to youth in a classroom-based component of a summer employment opportunity in accordance with the County's Stipends Policy. This policy can be located at [www.rivcojobs.com](http://www.rivcojobs.com)

n) *Serving Out-of-School Youth*

The law mandates that at least 30% of the WIA funds must be spent on out-of-school youth. To ensure this is achieved, EDA is requiring a minimum of 30% of the total enrollments be out-of-school youth. An out-of-school youth is defined as an eligible youth who is a school dropout or who has either graduated from high school, but is basic skills deficient, underemployed or unemployed.

e) Location(s)

Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506

f) Hours of Operation: Monday thru Friday, 8:00A.M. to 5:00P.M.

g) In addition to the Exhibit 1, Contractor Scope of Work, the Contractor is also responsible for and agrees to comply with all of the provisions included in the SWEP proposal narrative submitted to the County in response to the Request for Proposal, on file with the EDA.

h) Lease Agreements-(if applicable)

i) Consent for use of advertisement, photo or image

Contractor must secure signed consent for the use of any photo or image of any participant used in advertisements, brochures, pamphlets, videos, or any media from where the individual's likeness can be identified. The Contractor will obtain approval from the County prior to publication or production as stipulated in *Section 9.15* of this Agreement.

Exhibit 2 Program Budget

Budget Statement  
Budget Expenditure  
Program Equipment Budget Form

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Program Line Item Budget Form

BUDGET STATEMENT	
<b>SECTION A – PARTICIPANT/EMPLOYER COSTS</b>	
1. Participant Wages (work experience or limited internships)	
Number of slots	255 x \$ 8.00 /hr. x 12 hrs./weeks x 10 weeks = \$244,800
Number of slots	60 x \$ 8.00 /hr. x 20 hrs./weeks x 10 weeks = \$96,000
Number of slots	45 x \$8.00/hr. x 30 hrs./weeks x 10 weeks = \$108,000
	<b>\$448,800</b>
2. Participant Fringe Benefits (work experience or limited internships)	
SUI and Medicare Contribution: <u>1.75 %</u> x <u>\$ 448,800</u> = \$ 7,854	
Workers Compensation Insurance <u>1.31 %</u> x <u>\$ 448,800</u> = \$ 5,879	
<b>TOTAL PARTICIPANT WAGES AND FRINGE BENEFITS</b>	<b>\$462,533</b>

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Program Line Item Budget Form

SECTION B – STAFF COST				
Staff Position & Name of Staff	Number in Position	Yearly Salary Rate (a)	% Time Spent on WIA (b)	TOTAL WIA COST (a x b)
Project Coordinator	1	21,000	100%	21,000
Office Assistant II	2	7,200	100%	14,400
Work Readiness & Employment Specialist	4	10,500	100%	42,000
Workshop Presenter	4	1,200	100%	4,800
Workshop Aide	8	420	100%	3,360
Grant Project Technician	1	6,000	100%	6,000
SUBTOTAL: STAFF SALARIES				\$91,560
Employer's Cost of Staff Benefits				
Benefits (Describe)		Rate (%)	Salaries	
FICA				
State Unemployment Insurance		0.003	131,465	\$275
Workers Compensation Insurance		0.0131	131,465	\$1,200
Medi-Care		0.0145	131,465	\$1,328
SUBTOTAL: STAFF BENEFITS				\$2,803
SUBTOTAL: STAFF SALARIES				\$91,560
TOTAL: STAFF SALARIES & BENEFITS				\$94,363

NOTE: For staff salaries and other contract expenses that are supported by more than one project fund, the Contractor must develop a Cost Allocation Plan for those charges. This plan must be submitted with the proposal and must be updated as budget changes occur. This plan must be on file and available at all times for audit and monitoring.

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Program Line Item Budget Form

SECTION-C - OTHER PROGRAM EXPENSES				
1. TRAVEL COST				
1.a. Staff Position & Name of Staff	Rate per Mile	Miles per Week	Number of Weeks	TOTAL WIA COST
Project Coordinator	0.55	50	20	550
Work Readiness & Employment Specialist (x3)	0.55	300	20	3,300
SUBTOTAL TRAVEL (Total 1a. & 1b.)				3,850
2. Equipment (Lease*)				
3. Consumable Supplies				5,475
4. Advertisement/Print/Reproduction Costs				1,500
5. Maintenance Repairs (include equipment repairs)				
6. Rent: sq. ft. x \$ /sq. ft/month x months				
7. Utilities (telephone, gas, electricity, water)				
8. Insurance (bonding, liability, building, automobile)				
9. Audit Fee(s)				
10. Janitorial Service				
11. Furniture (purchase/rent/lease)				
12. Participant Tuition Payments/Vouchers				
13. Training Materials				1,000
14. Profit (for PROFIT organizations only)				
15. Other Expense (specify): Fingerprinting & TB Testing				15,390
16. Work related expense				9,000
17. Incentive to complete work readiness course				18,000
SUBTOTAL (#2-#16)				50,365
TOTAL OTHER PROGRAM EXPENSES – (Section C Only)				54,216
TOTAL PARTICIPANT/EMPLOYER COSTS – (Section A)				462,533
TOTAL STAFF COSTS – (Section B)				94,362
SUBTOTAL PROGRAM COSTS – (Total of Sections A+B+C)				611,111
Indirect Cost Rate % of 8%				48,889
TOTAL PROGRAM COSTS				\$660,000

NOTE1: If indirect cost rate is charged, you must submit cost rate letter from a cognizant federal agency.

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Program Line Item Budget Form

SECTION D - IN-KIND COSTS					
Staff Position & Name of Staff	Number of Positions	Weekly Rate	Hours per Week	Number of Weeks	TOTAL COST
SUBTOTAL: STAFF SALARIES					
Benefits (Describe):		Rate %	Salaries		
SUBTOTAL: STAFF BENEFITS					
SUBTOTAL: OTHER EXPENSE					
TOTAL: STAFF SALARIES					
TOTAL: STAFF BENEFITS					
TOTAL: OTHER EXPENSE					
TOTAL: IN-KIND EXPENSE					
					0

NOTE: For staff salaries and other contract expenses that is supported by more than one project fund, the Contractor must develop a Cost Allocation Plan for those charges. This plan must be submitted with the proposal and must be updated as budget changes occur. This plan must be on file and available at all times for audit and monitoring.

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BUDGET EXPENDITURE PLAN VS. ACTUAL

Program Operator Name:		RCCD					
		May-09	Jun-09	Jul-09	Aug-09	Sep-09	
PLANNED	Total	Monthly	65,000	120,000	120,000	177,500	177,500
	Program	YTD	65,000	185,000	305,000	482,500	660,000
	I-S-Y	Monthly	26,000	48,000	48,000	71,000	71,000
	Cost	YTD	26,000	74,000	122,000	193,000	264,000
	O-S-Y	Monthly	39,000	72,000	72,000	106,500	106,500
Cost	YTD	39,000	111,000	183,000	289,500	396,000	
		May-09	Jun-09	Jul-09	Aug-09	Sep-09	
ACTUAL	I-S-Y	Monthly					
	Cost	YTD					
	O-S-Y	Monthly					
	Cost	YTD					
	Total	Monthly	-	-	-	-	
	Program	YTD	-	-	-	-	
		May-09	Jun-09	Jul-09	Aug-09	Sep-09	
VARIANCE	I-S-Y	Monthly	26,000	48,000	48,000	71,000	71,000
	variance	YTD	26,000	74,000	122,000	193,000	264,000
	O-S-Y	Monthly	39,000	72,000	72,000	106,500	106,500
	variance	YTD	39,000	111,000	183,000	289,500	396,000

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Exhibit 3 Cost Allocation Plan

2008-2009 Cost Allocation Plan  
Funding Allocation Table

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**CONTRACTOR NAME**  
**Funding Allocation Table**

Contract Line Items/Expenditures	% Charged to WIA	% Charged to Other Agencies	Other Revenue	WIA Funds Requested	In-kind Contributions
Project Coordinator	100	0	0	21,000	0
Office Assistant II (2 positions)	100	0	0	14,400	0
Work Readiness & Employment Specialist (4 Positions)	100	0	0	42,000	0
Workshop Presenter (4 positions)	100	0	0	4,800	0
Workshop Aide (8 positions)	100	0	0	3,360	0
Grant Project Technician	100	0	0	6,000	0
FICA	100	0	0	275	0
State Unemployment Insurance	100	0	0	1,200	0
Workers Compensation Insurance	100	0	0	1,328	0
Consumable Supplies	100	0	0	5,475	0
Advertisement/ Print/Reproduction	100	0	0	1,500	0
Training Materials	100	0	0	1,000	0
Fingerprinting & TB Testing	100	0	0	15,390	0
Work Related Expense	100	0	0	9,000	0
Incentive to complete work readiness course	100	0	0	18,000	0
Travel Cost	100	00	0	3,850	0
Participant Costs	100	0	0	462,533	0

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Exhibit 4 Monthly Enrollment Plan

# MONTHLY ENROLLMENT PLAN

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## Contractors Monthly Enrollment Plan

Total New Enrollments May 2009 – September 2009
360

2009 In-School Enrollments	
Month	Monthly Enrollment Goal
May	0
June	36
July	36
August	36
September	36
TOTAL	144

2009 Out-of-School Enrollments	
Month	Monthly Enrollment Goal
May	0
June	54
July	54
August	54
September	54
TOTAL	216

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Exhibit 5 Performance Measurements

PERFORMANCE  
MEASUREMENTS

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## CONTRACTOR Performance Measurements

Youth Opportunities Consortium  
Locally Defined Performance Measurements

ALL Youth Measurements		
Minimum Standard	Measurement	Calculation
100%	Enrollments	Contractor must meet 100% of stated Enrollment Goals.
85%	Work Readiness Skill Attainment	Of ALL Participants enrolled in SWEP 2009: Goal: 85% of enrolled youth will attain documented Work Readiness Skills by the end of the contract period.

*Please Note: The performance measures for this program are subject to change based on the final requirements of the ARRA and guidance received from the U.S. Department of Labor and the California Employment Development Department.*

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Exhibit 6 Program Monitoring Policy

## Program Monitoring Policy

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Exhibit 7 Workforce Investment Act Internet and Other Resources

## WIA INTERNET AND OTHER RESOURCES

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## WORKFORCE INVESTMENT ACT INTERNET AND OTHER RESOURCES

Agency/Document	Web Site/Other Reference
Department of Labor Employment Administration	<a href="http://www.doleta.gov">http://www.doleta.gov</a>
Employment Development Department	<a href="http://www.edd.cahwnet.gov">www.edd.cahwnet.gov</a>
National Association of Counties	<a href="http://www.naco.org">www.naco.org</a>
National Governor's Association	<a href="http://www.nga.org">www.nga.org</a>
U.S. Chamber of Commerce	<a href="http://www.uschamber.org">www.uschamber.org</a>
Small Business Administration	<a href="http://www.sba.gov/">www.sba.gov/</a>
Excluded Parties List System	<a href="http://www.epls.gov">http://www.epls.gov</a>
National Archives and Records Administration site for the Code of Federal Regulations. Provides links to specific regulations, Federal Register Notices, public laws and Privacy Act issuances.	<a href="http://www.archives.gov/index.html">http://www.archives.gov/index.html</a>
General Accounting Office (GAO) web site. Provides links to a financial audit manual, Comptroller General decisions and GAO audit reports.	<a href="http://www.gao.gov">http://www.gao.gov</a>
Office of Management and Budget (OMB) web site. Provides links to all OMB circulars, compliance supplements and OMB policy.	<a href="http://www.whitehouse.gov/OMB">http://www.whitehouse.gov/OMB</a>
OMB site provides an index of all OMB circulars categorized by subject area. Provides links to actual circulars.	<a href="http://www.whitehouse.gov/OMB/html/index2.html">http://www.whitehouse.gov/OMB/html/index2.html</a>
Department of Labor's (DOL) Office of Administrative Support and Management (OASAM). Provides links to DOL regulations for OMB circulars.	<a href="http://www.dol.gov/oasam">http://www.dol.gov/oasam</a>
DOL/OASAM Indirect Cost Rate Determination Guide	<a href="http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.htm">http://www.dol.gov/oasam/programs/boc/costdeterminationguide/main.htm</a>
Department of Health and Human Services site for ASMB-10, Implementation Guide for Circular A-87	<a href="http://www.whitehouse.gov/Omb/circulars">http://www.whitehouse.gov/Omb/circulars</a>
Treasury Department financial information site. Provides links to other financial resource pages	<a href="http://www.fms.treas.gov">http://www.fms.treas.gov</a>
Federal Inspectors General site. Contains audit requirements, standards, and links to other audit-related sites.	<a href="http://www.ignet.gov">http://www.ignet.gov</a>
DOL. Employment and Training Administration (ETA) site.	<a href="http://www.doleta.gov">http://www.doleta.gov</a>

Comment [La1]:

Comment [La2]:

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## OMB CIRCULARS, RELATED REGULATIONS AND INTERNET RESOURCES

Circulars and Regulations	
Cost Principles	
OMB Circular A-21	Cost Principles for Institutions of Higher Education
OMB Circular A-87	Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122	Cost Principles for Non-profit Organizations
Regulations	
48 CFR Part 31	Cost Principles for Commercial Organizations
Administrative Requirements	
29 CFR Part 95	Uniform Administrative Requirements for Institutions of Higher Education, Hospitals and other Non-profit Organizations and Commercial Organizations (OMB Circular A-102)
29 CFR Part 97	Uniform Administrative Requirements for State, Local and Indian Tribal Governments (OMB Circular A-102)
Audit Regulations and Requirements	
29 CFR Part 96	Department of Labor Audit Resolutions
29 CFR Part 99	Audit Requirements for Recipients of Federal Financial Assistance (OMB Circular A-133)
OMB Circular A-50	Audit Follow-up
Miscellaneous Provisions	
29 CFR Part 93	Department of Labor Lobbying Regulations
29 CFR Part 98	Department of Labor Debarment and Suspension Regulations

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Exhibit 8 Resource List for Applicable Laws, Rules and Regulations

RESOURCE LIST OF APPLICABLE LAWS,  
RULES AND REGULATIONS

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## Resource List for Applicable Laws, Rules and Regulations

This is only a partial list of applicable laws, rules and regulations governing this Agreement. Contractor is fully responsible for knowing any applicable statute or regulation or rule as it affects this Agreement.

The American Recovery and Reinvestment Act (ARRA) (Public Law 111-5)

Department of Labor (DOL) Training and Employment Guidance Letter (TEGL) 14-08 Guidance for Implementation of the Workforce Investment Act and Wagner Peyser Act Funding in the American Recovery and Reinvestment Act of 2009

The Workforce Investment Act (Public Law 105-220)

The Workforce Investment Act Final Rule – 20 CFR Part 652, et al., Thursday, April 15, 1999

The terms and conditions of this Agreement and all applicable federal, state, and local laws, regulations, and policies and amendments thereto.

Any provisions made by the County that were imposed upon the County by the State of California with respect to grant application for funds under the WIA.

County of Riverside WIA policies as set forth in the Request for Proposal for WIA Youth Program for Period: 10/1/00 – 6/30/02, issued 4/24/00.

County of Riverside administrative procedures and technical assistance released in the form of field memorandums and policy manuals.

29 CFR Part 93, Lobbying restrictions and costs prohibited, including costs of salaries or expense related to any activity designed to influence legislation or appropriations pending before the Congress of the United States.

Age Discrimination in Employment Act (1967) makes it unlawful for an employer with 20 or more employees to discriminate against individuals that are 40 years or older, with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of age. The Act is enforced by the Equal Employment Opportunity Commission.

Americans with Disabilities Act (1990) makes it unlawful for an employer, with 15 or more employees, to discriminate against qualified individuals with disabilities with respect to hiring, compensation, terms, conditions, and privileges of employment. The Act is enforced by the Equal Opportunity Commission.

Anti-Kickback Act (1986) is defined to mean any money, fee, commission, credit, gift, gratuity, thing of value, or any compensation of any kind provided, directly or indirectly to any contractor, contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract. The Act is enforced by the Federal Acquisition Regulations (FAR 52.203-7).

Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Contractor recognizes and acknowledges:

1. The importance of child and family support obligations and shall fully comply with applicable state, and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders. Reporting requirements are provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, State Assembly Bill 196, Chapter 478/1999, State Senate Bill 542 (expanded reporting requirements), and Chapter 480/1999 that added Section 1088.8 to the Unemployment Insurance Code.

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2. That to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment

Civil Rights Act (1991) amended the 1964 Act, and the Americans with Disabilities Act (ADA) to allow compensatory and punitive damages, but places caps on the amounts that can be awarded. The Act also provides for jury trials in suits brought under these laws. In addition; during the performance of this subgrant/contract, Subgrantee/Contractor and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, pregnancy disability and denial of family care leave. Subgrantees/Contractors and sub-contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee/Contractor and sub-contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, and Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this subgrant/contract or its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Confidentiality Requirements The State of California and the Subgrantee will exchange various kinds of information pursuant to this agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The source of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the County Welfare Department (s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

Davis-Bacon Act (1931) applies to federal construction and repair contracts over \$2,000. The Act requires contractors to pay their employees a specific minimum wage prevalent for similar work in a specific geographic area. The Wage and Hour Division of the Department of Labor enforce the Act.

Debarment and Suspension Certification: By signing this agreement, the Contractor hereby assures and certifies that the Contractor will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the Contractor, to the best of its knowledge and belief, that it principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft forgery, bribery, falsification, or destruction of record, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal State or local) with commission of any of the offenses enumerated in paragraph 2 above;
4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (Federal State or local) terminated for cause of default;

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5. When the prospective primary Contractor or sub-contractor where applicable, is unable to certify to the foregoing certification such Contractor or Subcontractor will provide an explanation to the County prior to execution of this Agreement.

Drug Free Workplace: By signing this agreement, the Contractor hereby assures and certifies that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. And 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355 (b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug free workplace;
  - Any available counseling, rehabilitation and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations
3. Provide, as required by Government Code Section 8355©, that every employee who provides services under this Agreement will:
  - receive a copy of the company's drug-free policy statement; and
  - agree to abide by the terms of the company's statement as a condition of employment.

Employee Polygraph Protection Act (1988) makes it unlawful for an employer to require, request, suggest, or cause an employee or applicant to submit to a lie detector test. In addition, it prohibits the employer from threatening or taking any adverse employment action against an employee or applicant who refuses to take a lie detector test. The Act is enforced by a private right of action in the federal district courts.

Environmental Protection Regulations under the:

1. Clean Air & Water Act: The Contractor ensures that it complies with all applicable standards, order, or requirements under section 306 of the Clean Air Act (42 U.S. C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR part 15). The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.
2. Energy Policy and Conservation Act (pub. L. 94-163), County requires Contractor shall ensure that his/her agency is in compliance with all applicable standards, order, or requirements. The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.

Executive Order 11246 (1965, amended 1996) prohibits job discrimination by employers holding federal contracts or subcontracts on the basis of race, color, sex, national origin or religion and requires affirmative action to ensure equality of opportunity in all aspects of employment. The Order is enforced by the Office of Federal Compliance Contract Programs of the Department of Labor.

Executive Order 12549 – Government-wide debarment and suspension (non-procurement), and Government-wide requirements for drug free workplace (grants) protects the public interest and conducts business only with responsible persons.

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Fair Labor Standards Act (1938) provides minimum wage and overtime requirements. Under FLSA, all non-exempt employees are entitled to cash overtime for all hours worked over 40 in a workweek. The Act, as amended by the Minimum Wage Increase Act of 1996, is enforced by the Wage and Hour Division of the Department of Labor and private lawsuits.

Family and Medical Leave Act (1993) requires that employers, with 50 or more employees, provide up to 12 weeks of unpaid leave, with any 12-month period, to employees for the care of a newborn or adopted child, for the care of a seriously ill family member, or for treatment and care of the employee's own serious medical condition. The Act is enforced by the Wage and Hour Division of the Department of Labor.

Hatch Act (1939, amended in 1993) applies to political activity of certain state and local government employees who are employed by state or local executive agencies in connection with programs financed in whole or in part by federal loans or grants. Some statutes make Act provisions applicable to persons employed by private, non-profit organizations that plan, develop and coordinate Head Start and certain other types of federal assistance. The Act is enforced by the U.S. Office of Special Counsel.

Immigration Reform and Control Act (1986) requires employers to verify that applicants for employment are authorized to work in the United States. The Act provides civil and criminal penalties for knowingly employing unauthorized aliens and prohibits discrimination based on national origin or citizenship if the alien is authorized to work. The Act is enforced by the Department of Justice and the Immigration and Naturalization Service.

Jobs for Veterans Act (Public Law 107.288): By signing this agreement, the Contractor hereby assures and certifies that it will comply with the provisions of this Act and establish a priority for service for veterans (and some spouses) who otherwise meet the eligibility requirements for participation in the program.

Labor-Management Reporting and Disclosure Act (Landrum-Griffin Act of 1959) establishes a set of rights for employees who are members of unions. They include the right to vote, attend meetings, meet and assemble with other members, and freely express views and opinions. This Act is enforced by the Office of Labor Management Standards of the Department of Labor.

Lobbying Restrictions: By signing this Agreement the Contractor hereby assures and certifies that it will comply with the lobbying restrictions that are codified in the DOL regulations at 29 CFR Part 93.

- No federal appropriated funds have been paid or will be paid, by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an of a Member of Congress, in connection with this Agreement, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress. Or an employee of a Member of Congress, in connection with this federal contract, grant loan and cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure to Report Lobbying". In accordance with its instruction.
- The undersigned shall required that the language of this certification be included this Agreement if the Agreement includes compensation over \$100,000 (per OMB) at all tiers (including sub-contractors) under this Agreement and that all sub-contractors shall certify and disclose accordingly.

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- This certification is a material representation of fact upon which reliance is placed when this Agreement is executed. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Military Selective Service Act shall be insured by the Secretary that each individual participating in any WIA program or receiving any assistance or benefit under this chapter has not violated section three (50 U.S.C. App. 453) by not presenting and submitting to registration as required pursuant to such section. The Director of the Selective Service System shall cooperate with the Secretary in carryout out this section.

National Labor Relations Board: The Contractor (if not a public entity), by signing this Agreement, certifies that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Occupational Safety and Health Act (1970) requires all employers to provide a work place that is free from recognized hazards that cause, or are likely to cause, death or serious physical harm to employees. The Act also establishes the Occupational Safety and Health Administration that is responsible for promulgating workplace safety standards and regulations for various industries. The Act is enforced by the Occupational Safety and Health Administration.

Older Workers Benefit Protection Act (1990) makes it unlawful for an employer to discriminate with respect to employee benefits based on age. It also regulates early retirement incentive programs. The Act is enforced by the Equal Employment Opportunity Commission.

Political Reform Act (of 1974, amended in 1996) requires each state and local agency to adopt a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state or local government agency from making, participating or in any way attempting to use their official position to influence a governmental decision in which the official knows or has reason to know that he or she has a financial interest.

Pregnancy Discrimination Act (1978) makes it unlawful for an employer to discriminate based on pregnancy or childbirth. The Act is enforced by the Equal Employment Opportunity Commission.

Single Audit Act (of 1984 and amended in 1996 as Public Law 104-156) extends the Act to cover non-profit organizations under OMB Circular A-133 to include Higher Education and Other Non-profit Organizations. The Act raised auditing limits to \$300,000 and authorizes an adjustment every two years.

Title VII of the Civil Rights Act (1964) makes it unlawful for an employer, with 15 or more employees, to discriminate against individuals with respect to hiring, compensation, terms, conditions and privileges of employment on the basis of race, color, religion, national origin or sex. Title VII is enforced by the Equal Employment Opportunity Commission.

Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for employers to discriminate against veterans of the Armed Forces in their employment practices. It also provides veterans with certain reemployment, seniority, health benefit, and pension rights with respect to prior employment. The Act is enforced by the Office of Veterans Employment and Training of the Department of Labor.

Whistleblower Protection Statutes (1989) protect employees of financial institutions and government contractors from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Act is enforced by the Wage and Hour Division of the Department of Labor.

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Exhibit 9 Definitions

## DEFINITIONS

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## Definitions

Adult Mentoring	Youth advocacy, instruction and constructive critiquing of youth's academic performance and social behavior provided by a caring adult to challenge youth to attain short-term goals that will ultimately lead to becoming self-sufficient and successful adults.
Advanced Training/Occupational Training	To count as a placement for the Youth Common Measures, advanced training constitutes an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Such training should: (1) be outcome-oriented and focused on a long-term goal as specified in the Individual Service Strategy, (2) be long-term in nature and commence upon program exit rather than being short-term training that is part of services received while enrolled in WIA-funded youth programs, and (3) result in attainment of a certificate (as defined below under "Certificate")
Apprenticeship	A qualified apprenticeship is a program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency.
Assessment	An independent and comprehensive evaluation of an individual to identify skills, abilities, aptitudes and interest, used to design an Individual Service Strategy (ISS).
Basic Skills Deficient	An individual who has English reading, writing, or computing skills at or below the 8 <sup>th</sup> grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.
Basic Skills Training	Remedial training in reading comprehension, math computation, writing, speaking English at a level to function on the job, in the individual's family, or in society, listening, problem solving, reasoning and the capacity to use these skills. Remedial training should measurably increase the individual's level above the 8 <sup>th</sup> grade.
Career Planning	Exposure of individuals to various career options, through guest speakers, job shadowing, and learning to use Labor Market Information (LMI), etc.
Case Management	The provision of a client-centered approach in service delivery <ul style="list-style-type: none"><li>• to prepare and coordinate comprehensive service strategies for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies and</li><li>• to provide job and career counseling during program participation and after job placement.</li></ul>
Certificate	A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skill necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. Certificates awarded by workforce investment boards are not included in this definition. Work readiness certificates are also not included in this definition. A certificate is awarded in recognition of an individual's attainment of technical or occupational skills by: <ul style="list-style-type: none"><li>• A state educational agency or a state agency responsible for administering vocational and technical education within a state.</li><li>• An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community c colleges, proprietary schools, and all other institutions of higher education that are eligible to</li></ul>

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	<p>participate in federal student financial aid programs.</p> <ul style="list-style-type: none"> <li>• A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities.</li> <li>• A registered apprenticeship program.</li> <li>• A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use and occupational or professional title or to practice an occupation or profession ( e.g., FAA aviation mechanic certification, state certified asbestos inspector).</li> <li>• A program that has been approved by the Dept. of Veterans Affairs to offer education benefits to veterans and other eligible persons.</li> <li>• Job Corps centers that issue certificates.</li> <li>• Institutions of higher education which is formally controlled, or has been formally sanctioned, chartered by the governing body of an Indian tribe or tribes.</li> </ul>
Classroom Training	Training conducted in a classroom setting designed to train participants in specific skills and/or vocation.
Co-enrollment	Participants, 18-21, who simultaneously receive services in both the Youth and the Adult WIA program.
Collaborative	A mutual and well-defined relationship entered into by the Lead Agency and its partners, to achieve common youth service goals. The relationship includes a commitment for mutual relationships and goals; jointly developed structure and shared responsibility; mutual authority and accountability for success; sharing of resources – either financial or non-financial; and, leveraging of funds.
Core Services	Include: recruitment and outreach, comprehensive assessment of academic and occupational skill levels and service needs, development of an Individual Service Strategy (ISS), and intensive case management service.
Date of Exit	Represents the last day on which the individual received a service funded by the program or a partner program. (See definition of "Exit")
Date of Participation	Represents the first day, following a determination of eligibility, that the individual begins receiving a service funded by the program. (See definition of "Participant")
Department of Labor (DOL)	Means the U.S. Department of Labor, including its agencies and organizational units.
Designated Region	Means a combination of local areas that are partly or completely in a single labor market area, economic development region, or other appropriate contiguous sub-area of a State, that is designated by the State under WIA.
Diploma	The term "diploma" means any credential that the state education agency accepts as equivalent to a high school diploma. The term diploma also includes post-secondary degrees including Associate (AA and AS) and Bachelor Degrees (BA and BS).
Educational Gain	At post-test, participant completes or advances one or more educational functioning levels from the starting level measured on entry into the program (pre-test).
Employed in the Quarter After the Exit Quarter	An individual is considered employed in a quarter after the exit quarter if wage records for that quarter show earnings greater than zero. When supplemental data sources are used, individuals should be counted as

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	employed if, in the calendar quarter of measurement after the exit quarter, they did any work at all as paid employees (i.e., received at least some earnings), worked in their own business, profession, or worked on their own farm.
Employed in the Second and Third Quarter After the Exit Quarter	An individual is considered employed if wage records for the second or third quarter after the exit quarter show earnings greater than zero. Wage records will be the primary data source for tracking employment in the quarter after exit. When supplemental data sources are used, individuals should be counted as employed if, in the second or third calendar quarter after the exit quarter, they did any work at all as paid employees (i.e., received at least some earnings), worked in their own business, profession, or worked on their own farm.
Exit Quarter	Represents the calendar quarter in which the date of exit is recorded for the individual.
Foster Youth	A youth aged 14 through 19 years, who is receiving child welfare services through the Department of Public Social Services.
Guidance and Counseling	A service provided to develop positive attitudes towards learning and social behavior, self-esteem building, decision making leading towards the future and responsible citizenship – all leading towards future careers/employment.
Indirect Cost Rate	The rate a contractor may charge the contract for indirect costs that is approved by a cognizant federal agency.
Individual Service Strategy (ISS)	A standard tool used to reflect comprehensive youth service needs, program goals and strategy and timelines for achieving these goals throughout and following the program.
Intermediary	An entity or organization which brokers and supports relationships between schools and employers to provide students with real work experience. These agencies may recruit employers for schools, match youth with work-based learning opportunities, provide technical assistance to teachers, employers, parents or other stakeholders and help students connect what they are learning on the job with classroom activities. Intermediary organizations may include, but are not limited to non-profit organizations, chambers of commerce, workforce development or employment entities, or schools.
Leadership Development Opportunities	Activities that foster positive social behavior, decision making, teamwork and other activities, including: <ol style="list-style-type: none"> <li>a) exposure to post-secondary educational opportunities</li> <li>b) community and service learning projects</li> <li>c) peer-centered activities, including peer mentoring and tutoring</li> <li>d) organizational and teamwork training, including team leadership training</li> <li>e) training in decision-making, including setting priorities</li> <li>f) citizenship training, including skills training such as parenting, work behavior training and budgeting of resources.</li> </ol>
Literacy	The ability to read, write, and speak in English, compute and solve problems, at the levels of proficiency necessary to function on the job, in the family of the individual and in society.

Low Income Individual	An individual who: a) receives, or is a member of a family that receives, cash payments under a federal, state, or local income-based public assistance program b) received an income, in relation to family size, that does not exceed the higher of (1) the poverty line, for an equivalent period; or (2) 70 percent of the lower living standard income level, for an equivalent period; c) is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.); d) qualified as a homeless individual; e) is a foster child; f) is an individual with a disability whose own income meets the requirements of a program described in a) or b) but who is a member of a family whose income does not meet such requirements.
Memorandum of Collaborative	An agreement developed and executed between the Contractor and collaborative partners in relation to the operational management of a WIA Youth Program Collaborative.
Occupational Skills Goal	Primary occupational skills encompass the proficiency to perform actual tasks and technical functions required by a certain occupational field at entry, intermediate or advanced level.
Occupational Skills Training	Training that includes apprenticeship programs and/or training opportunities in local growth industries.
Offender	Any juvenile: a) who is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or b) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
Outcome	Documented effect or impact of a service or intervention upon a youth.
Out-of-School Youth	Out-of-school youth means: a) an eligible youth who is a school dropout; or b) an eligible youth that has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.
Participant	An individual who has been determined to be eligible to participate in and who is receiving services (except follow-up services) under a program authorized by this title. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving training or other services provided under WIA Title I.
Partnership	See "Collaborative"
Performance Measures	Indicators that measure program outcomes and performance imposed by the Department of Labor and State of California on EDA and its WIA contractors.
Pre-employment/ Work Maturity Skills	The skills that assist a youth to find and keep employment, such as, resume writing, completing job applications, interviewing techniques, how to dress for a job, punctuality and attendance, attitudes/behavior, task completion, etc.
Program Activities	Direct or indirect services provided by a Contractor, collaborative or outside agency, designed to achieve youth program outcomes. Examples are adult mentoring, client management, computer literacy training, work experience, etc.
Program Exit	The term "exit" is being used to determine when to count an individual in

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	<p>a specified reporting period. Each individual becomes part of an exit cohort, a group who is determined to be “exitors” within a particular quarter and are looked at together for performance measurement purposes. There are two ways to determine <u>exit</u> during a quarter:</p> <ul style="list-style-type: none"> <li>a) a participant who has a date of case closure, completion or known exit from WIA or non-WIA funded partner service within the quarter, or</li> <li>b) a participant who does not receive any WIA-funded or non-WIA funded partner service for 90 days and is not scheduled for future services except follow-up services.</li> </ul>
School Dropout	A school dropout is defined as an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.
School-to-Career	A method of teaching to prepare students for college and the job market, by academic studies integration with real-world applications and work-based learning experiences. Work-based learning may include job shadowing, internships or participation in school-based business enterprises.
Sub-contract	A legal agreement whereby an organization agrees to provide services, activities or materials necessary to fulfill the agreement.
Supportive Services	<p>Supportive services for youth may include the following:</p> <ul style="list-style-type: none"> <li>a) linkages to community services;</li> <li>b) assistance with transportation costs;</li> <li>c) assistance with child care and dependent care costs;</li> <li>d) assistance with housing costs;</li> <li>e) referrals to medical services; and</li> <li>f) assistance with uniforms or other appropriate work attire and work-related tool costs, including such items as eyeglasses and protective eye gear. [ (WIA sec. 129©(2)(G) ]</li> </ul>
The Secretary's Commission on Achieving Necessary Skills (SCANS)	The Secretary's Commission on Achieving Necessary Skills (SCANS), incorporates competencies, foundation skills and personal qualities that are needed for solid job performance. For more information, visit: <a href="http://WWW.SCANS.JHU.EDU">WWW.SCANS.JHU.EDU</a> .
Unemployed	Means an individual who is without a job AND who wants AND is available for work.
WIA Local Area	<p>Local workforce investment areas within the state that take into consideration:</p> <ul style="list-style-type: none"> <li>a) geographic areas served by local educational agencies, intermediate educational agencies, post-secondary educational institutions and vocational education schools;</li> <li>b) extent to which such local areas are consistent with labor market areas;</li> <li>c) distance that individuals will need to travel to receive services;</li> <li>d) resources of such local areas that are available to effectively administer the activities carried out under WIA.</li> </ul>
WIA Youth Eligibility Requirements	<p>A Riverside County resident who is</p> <ul style="list-style-type: none"> <li>a) not less than age 16 and not more than age 21;</li> <li>b) who is a low-income individual;</li> <li>c) who is one or more of the following:             <ul style="list-style-type: none"> <li>(i) deficient in basic literacy skills</li> <li>(ii) a school dropout</li> <li>(iii) homeless, a runaway, or a foster child</li> <li>(iv) pregnant or a parent</li> <li>(v) an offender</li> <li>(vi) an individual who requires additional assistance to complete an educational program, or to secure and hold employment.</li> </ul> </li> </ul>

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Work Experience	Planned, structured learning experiences that takes place in a workplace for a limited period of time and may be paid or unpaid, in the private, for-profit sector; the non-profit sector; or the public sector. Work experiences are designed to enable youth to gain exposure to the working world and its requirements.
Work Readiness Skills Goal	Includes world of work awareness, labor market knowledge, occupational information, values clarification and personal understanding, career planning and decision making, and job search techniques. They also encompass survival/daily living skills such as using the telephone, telling time, shopping, renting an apartment, opening a bank account and using public transportation, et al.
Youth Opportunity Center	A safe, comfortable youth-friendly environment where youth can access a variety of services to meet their needs. The facility must be accessible by public transportation and must be Americans with Disabilities Act compliant.

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Exhibit 10 Board of Supervisors Policy

# BOARD OF SUPERVISORS POLICY

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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-7

Date: June 16, 2009

Subject: Proposed Curricular Changes

Background: Presented for the Board's review and consideration are proposed curricular changes. The District Curriculum Committee and the administration have reviewed the attached proposed curricular changes and recommend their adoption by the Board of Trustees.

Recommended Action: It is recommended that the Board of Trustees approve the curricular changes for inclusion in the catalog and in the schedule of class offerings.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Sylvia Thomas  
Associate Vice Chancellor of Instruction

New Stand-Alone Course Proposals

These courses replace FIT-I1A and FIT-I1B as part of a re-structuring of the Fire Instructor Series from the California State Fire Marshal.

1.	FIT-TI1A	Training Instructor 1A	MOV
2.	FIT-TI1B	Training Instructor 1B	MOV
3.	FIT-TI1C	Instructional Development Techniques	MOV

These courses will provide an introduction to Homeland Security and give students a comprehensive overview of all aspects of this emerging field.

4.	HLS-1	Introduction to Homeland Security	MOV
5.	HLS-2	Preparedness for Emergencies, Disasters & Homeland Security Incidents	MOV
6.	HLS-3	Response to Emergencies, Disasters & Homeland Security Incidents	MOV

This multi-discipline course is intended to address the 96/97 practicum issue, and to provide student remediation in specific subject areas.

7.	ILA-800	Supervised Tutoring	MOV/NOR/RIV
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These courses are proposed as part of a developing academic program at Moreno Valley that will offer an AS degree in Speech Language Pathology Assisting, and provide the introductory foundation for students who are interested in this field.

8.	SLP-1	Foundations of Speech Language Pathology Assisting	MOV
9.	SLP-2	Remediation: Hearing and Speech Disorders	MOV
10.	SLP-3	Remediation: Language, Literacy and Communication	MOV

This course replaces the SOC-101 workshop, and is intended for Travel Abroad students to have real-life experience studying other cultures and societies and comparing their observations and findings with American society and culture.

11.	SOC-23	Special Studies in Culture	RIV
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Course Revision Proposals

These courses have been revised so that they are cross-listed with the newly adopted discipline CSC (Computer Science) as per our agreement with CAL Poly and CAL State SB.

1.	CIS-2	Fundamentals of Systems Analysis	MOV/NOR/RIV
2.	CIS-5	Fundamentals of Programming Logic Using C++	MOV/NOR/RIV
3.	CIS-11	Computer Programming using Assembler	MOV/NOR/RIV
4.	CIS-12	PHP Dynamic Web Site Programming	MOV/NOR/RIV
5.	CIS-14A	Web Programming: JavaScript	MOV/NOR/RIV
6.	CIS-15A	Visual Basic Programming: Objects	MOV/NOR/RIV
7.	CIS-16A	Programming Games with DirectX, OpenGL	MOV/NOR/RIV
8.	CIS-17A	C++ Programming: Objects	MOV/NOR/RIV
9.	CIS-17B	C++ Programming: Advanced Objects	MOV/NOR/RIV
10.	CIS-17C	C++ Programming: Data Structures	MOV/NOR/RIV
11.	CIS-18A	Java Programming: Objects	MOV/NOR/RIV
12.	CIS-18B	Java Programming: Advanced Objects	MOV/NOR/RIV
13.	CIS-18C	Java Programming: Data Structures	MOV/NOR/RIV
14.	CIS-20	Systems Analysis and Design	MOV/NOR/RIV
15.	CIS-25	Introduction to Data Communications	MOV/NOR/RIV
16.	CIS-27	Information & Network Security	MOV/NOR/RIV
17.	CIS-28A	MS Access Programming	MOV/NOR/RIV

18.	CIS-61	Intro to Database Theory	MOV/NOR/RIV
19.	CIS-62	MS Access DBMS: Comprehensive	
		MOV/NOR/RIV	
20.	CIS-63	Introduction to Structured Query Language (SQL)	MOV/NOR/RIV

This course has been revised to reflect current concepts as supported by the field of Early Childhood Education.

21.	EAR-42	Child, Family and Community Dynamics	MOV/NOR/RIV
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Adequate coverage of content necessitates increasing course to 36 hours of lecture. In addition, outside reading and writing assignments were added to the COR and textbooks have been updated.

22.	EAR-53	Approaches to Discipline	
		MOV/NOR/RIV	

This course has been revised to address issues with repeatability, student learning outcomes, outdated texts and missing Title 5 components.

23.	ENE-30	Computer Aided Drafting	NOR
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This course has been revised to update the student learning outcomes and to require an additional prerequisite course.

24.	FIT-S3	Basic Firefighter Academy	MOV
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These courses have been updated as part of Program Review, and address issues with student learning outcomes and missing Title 5 components.

25.	MUS-1	Teaching Music to Young Children	MOV/NOR/RIV
26.	MUS-3	Music Fundamentals	MOV/NOR/RIV
27.	MUS-4	Music Theory I	MOV/NOR/RIV
28.	MUS-5	Music Theory II	MOV/NOR/RIV
29.	MUS-6	Music Theory III	MOV/NOR/RIV
30.	MUS-8A	Introduction to Midi and Digital Audio	MOV/NOR/RIV
31.	MUS-8B	Sequencing and Orchestration with Digital Audio and MIDI	MOV/NOR/RIV
32.	MUS-9	Midi Composition/Film Scoring	MOV/NOR/RIV
33.	MUS-12	Advanced Applied Piano	MOV/NOR/RIV
34.	MUS-19	Music Appreciation	MOV/NOR/RIV
35.	MUS-20	Great Composers and Music Masterpieces to 1820	MOV/NOR/RIV
36.	MUS-22	Survey of Music Literature	MOV/NOR/RIV
37.	MUS-25	Jazz Appreciation	MOV/NOR/RIV
38.	MUS-26	Film Music Appreciation	MOV/NOR/RIV
39.	MUS-27	Amadeus Chamber Ensemble	MOV/NOR/RIV
40.	MUS-28	Riverside Community Symphony	MOV/NOR/RIV
41.	MUS-29	Concert Choir	MOV/NOR/RIV
42.	MUS-30	Class Voice	MOV/NOR/RIV
43.	MUS-31	College Choir	MOV/NOR/RIV
44.	MUS-32	Class Piano	MOV/NOR/RIV
45.	MUS-33	Vocal Jazz Ensemble	MOV/NOR/RIV
46.	MUS-34	Vocal Jazz Lab	MOV/NOR/RIV
47.	MUS-35	Vocal Music Ensembles	MOV/NOR/RIV
48.	MUS-36	Instrumental Chamber Ensembles	MOV/NOR/RIV
49.	MUS-37	Class Guitar	MOV/NOR/RIV
50.	MUS-38	Beginning Applied Music Training	MOV/NOR/RIV
51.	MUS-39	Intermed Applied Music	MOV/NOR/RIV
52.	MUS-41	Chamber Singers	MOV/NOR/RIV
53.	MUS-43	Jazz Improv and Theory	MOV/NOR/RIV
54.	MUS-44	Jazz Ensemble	MOV/NOR/RIV

55.	MUS-45	Marching Band Woodwind Methods	MOV/NOR/RIV
56.	MUS-46	Marching Band Brass Methods	MOV/NOR/RIV
57.	MUS-47	Marching Band Percussion Methods	MOV/NOR/RIV
58.	MUS-48	Marching Band	MOV/NOR/RIV
59.	MUS-49	Percussion Ensemble	MOV/NOR/RIV
60.	MUS-50	Master Chorale	MOV/NOR/RIV
61.	MUS-51	Men's Ensemble	MOV/NOR/RIV
62.	MUS-52	Recital Performance	MOV/NOR/RIV
63.	MUS-53	Keyboard Proficiency	MOV/NOR/RIV
64.	MUS-54	Community Jazz Ensemble	MOV/NOR/RIV
65.	MUS-55	Community Concert Band	MOV/NOR/RIV
66.	MUS-56	Summer Concert Band	MOV/NOR/RIV
67.	MUS-57	Gospel Singers	MOV/NOR/RIV
68.	MUS-58	Gospel Choir	MOV/NOR/RIV
69.	MUS-59	Winter Marching Band Clinic	MOV/NOR/RIV
70.	MUS-60	Sum Marching Band Clinic	MOV/NOR/RIV
71.	MUS-61	Aux Marching Units	MOV/NOR/RIV
72.	MUS-62	Woodwind Techniques-Marching Band	MOV/NOR/RIV
73.	MUS-63	Brass Techniques-Marching Band	MOV/NOR/RIV
74.	MUS-64	Percussion Techniques-Marching Band	MOV/NOR/RIV
75.	MUS-65	Basic Musicianship	MOV/NOR/RIV
76.	MUS-66	Advanced Auxiliary Marching Units	MOV/NOR/RIV
77.	MUS-67	Community Chamber Ensemble	MOV/NOR/RIV
78.	MUS-68	Community Symphony	MOV/NOR/RIV
79.	MUS-69	Festival Choir	MOV/NOR/RIV
80.	MUS-71	College Chorus	MOV/NOR/RIV
81.	MUS-72	Group Keyboard Skills	MOV/NOR/RIV
82.	MUS-73	Vocal Jazz Singers	MOV/NOR/RIV
83.	MUS-75	Advanced Vocal Ensembles	MOV/NOR/RIV
84.	MUS-76	Advanced Instrumental Chamber Ensembles	MOV/NOR/RIV
85.	MUS-77	Guitar Ensemble	MOV/NOR/RIV
86.	MUS-78	Beg Applied Music Training II	MOV/NOR/RIV
87.	MUS-79	Advanced Applied Music	MOV/NOR/RIV
88.	MUS-80	Master Singers	MOV/NOR/RIV
89.	MUS-81	Consort Singers	MOV/NOR/RIV
90.	MUS-82	Wind Symphony	MOV/NOR/RIV
91.	MUS-83	Advanced Chamber Choir	MOV/NOR/RIV
92.	MUS-84	Jazz Orchestra	MOV/NOR/RIV
93.	MUS-85	Summer Chamber Ensembles	MOV/NOR/RIV
94.	MUS-86	Summer Instrumental Ensembles	MOV/NOR/RIV
95.	MUS-88	Pageantry Ensemble	MOV/NOR/RIV
96.	MUS-89	Music of Multicultural America	MOV/NOR/RIV
97.	MUS-92	Basic Piano	MOV/NOR/RIV
98.	MUS-93	The Business of Music	MOV/NOR/RIV
99.	MUS-94	Community Jazz Orchestra	MOV/NOR/RIV
100.	MUS-95	Community Symphony Band	MOV/NOR/RIV
101.	MUS-P12	Intermediate Applied Piano	MOV/NOR/RIV
102.	MUS-P28	Symphony Strings	MOV/NOR/RIV
103.	MUS-P36	Piano Ensemble	MOV/NOR/RIV
104.	MUS-P44	Jazz Lab Band	MOV/NOR/RIV
105.	MUS-P77	Advanced Guitar Ensemble	MOV/NOR/RIV
106.	MUS-P84	Jazz Lab Orchestra	MOV/NOR/RIV





Proposed Degree/Certificate Deletions

These certificates/programs are being deleted due to changes in technology and lack of student interest.

- |    |   |     |
|----|---|-----|
| 1. | Engineering Technology, Engineering Software Applications     | NOR |
| 2. | Engineering Technology, Industrial Design                     | NOR |
| 3. | Manufacturing Technology, Materials and Operations Management | NOR |
| 4. | Manufacturing Technology, Manufacturing Management            | NOR |

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-8

Date: June 16, 2009

Subject: Culinary Academy Lease

Background: Presented for the Board's review and consideration is a lease agreement between the Riverside Community College District and Blue Mountain Two, L.P. (owner), to supply office space and adequate classroom and laboratory facilities to operate the Culinary Academy at its current location, at a rate of \$19,970.85 per month, plus consumer price index (CPI) for years two and three, which includes electricity. The term of the agreement is from November 1, 2009 through October 31, 2012. Funding source: General Fund.

Recommended Action: It is recommended that the Board of Trustees approve the agreement with Blue Mountain Two, L.P. to supply office space and adequate classroom and laboratory facilities, at a rate of \$19,970.85 per month, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

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

# OFFICE LEASE AGREEMENT - - GROSS

## 1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("**Lease**"), dated for reference purposes only, May 15, 2009, and between BLUE MOUNTAIN TWO, L.P. ("**Lessor**") and RIVERSIDE COMMUNITY COLLEGE DISTRICT ("**Lessee**"), (collectively the "**Parties**" or individually a "**Party**").

1.2 (a) **Premises:** That certain portion of the Project (as defined below), known as Suite Numbers(s) floor(s), consisting of approximately 8,338 square feet of office space and 5,435 square feet of shared common space ("**Premises**"). The Premises are located at: 1151 Spruce Street in the City of Riverside, County of Riverside, State of California, with zip code 92517. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**" The Project consists of approximately 57,120 rentable square feet. (See also Paragraph 2)

1.2 (b) **Parking:** 70 unreserved and 6 reserved vehicle parking spaces at a monthly cost of \$ \_\_\_ N/A \_\_\_ per unreserved space and \$ \_\_\_ N/A \_\_\_ per reserved space. (See Paragraph 2.6)

1.3 **Term:** Three years and no months ("**Original Term**") commencing November 1, 2009 ("**Commencement Date**") and ending October 31, 2012 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** Tenant currently in possession ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$19,970.85 per month (\$1.22 for space and \$.23 for electricity) ("**Base Rent**"), payable on the first day of each month commencing November 1, 2009. (See also Paragraph 4)

[ X ] If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted.

RENT CHECKS ARE DUE ON THE FIRST OF EACH MONTH. Please remit to:  
BLUE MOUNTAIN TWO, L.P., 28 Hammond Suite - F, Irvine, California 92618 949/583-1963  
Monday through Friday 8:00AM and 5:00PM  
LESSOR DOES NOT INVOICE ON A MONTHLY BASIS.

1.6 ~~Lessee's Share of Operating Expense Increase:~~ \_\_\_\_\_ percent (\_\_\_\_%) ("**Lessee's Share**"). ~~Lessee's Share has been calculated by dividing the approximate rentable square footage of the Premises by the total approximate square footage of the rentable space contained in the Project and shall not be subject to revision except in connection with an actual change in the size of the Premises or a change in the space available for lease in the Project.~~

### 1.7 Base Rent and Other Monies Paid Upon Execution:

**Base Rent:** \$ \_\_\_\_\_ for the period \_\_\_\_\_  
**Security Deposit:** \$ \_\_\_\_\_ ("**Security Deposit**"). (See also Paragraph 5)  
**Parking:** \$ \_\_\_\_\_ for the period \_\_\_\_\_  
**Other:** \$ \_\_\_\_\_ for \_\_\_\_\_  
**Total Due Upon Execution of this Lease:** \$ \_\_\_\_\_

1.8 **Agreed Use:** General Offices, Classrooms, Kitchen and dining areas (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is \_\_\_\_\_ N/A \_\_\_\_\_. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers:** The following real estate brokers (collectively, the "**Brokers**" ) and brokerage relationships exist in this transaction and are consented to by the Parties (check applicable boxes):

- [ ] \_\_\_\_\_ represents Lessor exclusively ("**Lessor's Broker**");
- [ ] \_\_\_\_\_ represents Lessee exclusively ("**Lessee's Broker**");
- [ ] \_\_\_\_\_ represents both Lessor and Lessee ("**Dual Agency**"). (Also see Paragraph 15.)

[X] There are no Real Estate Brokers involved with this transaction, therefore no real estate commission is payable. Any reference to "**Brokers**" is hereby deleted.

1.11 **Guarantor.** ~~The obligations of the Lessee under this Lease shall be guaranteed by \_\_\_\_\_ ("**Guarantor**"). (See also Paragraph 37)~~

1.12 **Business Hours for the Building:** 7 a.m. to 5 p.m., Monday through Friday (except Building Holidays) and \_\_\_\_ a.m. to \_\_\_\_ p.m. on Saturday (except Building Holidays). "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following:

- Janitorial services, in the kitchen, storage and dining areas.
- Gas
- Pest Control Service in kitchen and dining areas
- Electricity
- Other (specify): Grease Interceptor (including drain lines attached thereto) and kitchen hood(s) maintenance

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- an Addendum consisting of Paragraphs \_\_\_\_\_ through \_\_\_\_\_;
- a Site Plan depicting the Premises;
- a Site Plan depicting the Project;
- a current set of Rules & Regulations for the Project;
- a current set of Rules & Regulations adopted by the owners' association;
- a Work Letter;
- other (specify) \_\_\_\_\_

1.15 **Additional Insureds:** BLUE MOUNTAIN TWO, L.P.. (See Paragraph 8 for further provisions.)

1.16 **Lessee Liability Requirement:** \$2,000,000.00. (See Paragraph 8.2 for further provisions.)

## 2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. Unless otherwise provided herein, any statement of size set forth in this Lease, or that may have been used in calculating Rent, is an approximation which the Parties agree is reasonable and any payments based thereon are not subject to revision whether or not the actual size is more or less. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee within thirty (30) days following the Start Date, warrants to Lessee that the existing plumbing, fire sprinkler system, lighting, air conditioning, heating ("**HVAC**"), and loading doors, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date and that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defect and that the unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure rectify same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within fifteen (15) days after the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense.

2.3 **Compliance.** Lessor warrants that the improvements comprising the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") in effect on the Start Date. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3 below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor and Lessee shall allocate the cost of such Capital Expenditure as follows: Lessor shall advance the funds necessary for such Capital Expenditure but Lessee shall be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying Lessee's share of the cost of such Capital Expenditure (the percentage specified in Paragraph 1.6 by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1 /144th of the cost per month)). Lessee shall pay interest on the unamortized balance of Lessee's share at a rate that is commercially reasonable in the judgment of

Lessor's accountants. Lessee may, however, prepay its obligation at any time. Provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall be fully responsible for the cost thereof, and Lessee shall not have any right to terminate this Lease.

**2.4 Acknowledgements.** Lessee acknowledges that: (a) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (b) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, and (c) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

**2.5 Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

**2.6 Vehicle Parking.** ~~So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee. If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor. The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.~~

**2.7 Common Areas - Definition.** The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor, from time to time, for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees suppliers, shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

**2.8 Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

**2.9 Common Areas - Rules and Regulations.** Lessor or such other persons as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

**2.10 Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any

portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

### 3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such early possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall, however, be in effect during such period. Any such early possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period; cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

### 4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Operating Expense Increase.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "**Operating Expense Increase**", in accordance with the following provisions:

(a) "**Base Year**" is as specified in Paragraph 19.

(b) "**Comparison Year**" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve 12 months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) "**Operating Expenses**" include all costs incurred by Lessor relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, including, but not limited to, the following:

(i) The operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking area, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, lessees or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(ii) Trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) Any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

~~(iv) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;~~

~~(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;~~

~~(viii) The cost of any Capital Expenditure to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such Capital Expenditure over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;~~

~~(ix) Replacement of equipment or improvements that have a useful life for accounting purposes of 5 years or less.~~

~~(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.~~

~~(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.~~

~~(f) Lessee's Share of Operating Expense Increase shall be payable by Lessee within 10 days after a reasonably detailed statement of actual expenses is presented to Lessee by Lessor. At Lessor's option, however, an amount may be estimated by Lessor from time to time in advance of Lessee's Share of the Operating Expense Increase for any Comparison Year, and the same shall be payable monthly during each Comparison Year of the Lease term, on the same day as the Base Rent is due hereunder. In the event that Lessee pays Lessor's estimate of Lessee's Share of Operating Expense Increase as aforesaid, Lessor shall deliver to Lessee within 60 days after the expiration of each Comparison Year a reasonably detailed statement showing Lessee's Share of the actual Operating Expense Increase incurred during such year. If Lessee's payments under this paragraph (f) during said Comparison Year exceed Lessee's Share as indicated on said statement, Lessee shall be entitled to credit the amount of such overpayment against Lessee's Share of Operating Expense Increase next falling due. If Lessee's payments under this paragraph during said Comparison Year were less than Lessee's Share as indicated on said statement, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.~~

~~(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more unless it is of the type described in paragraph 4.2 (viii), in which case their cost shall be included as above provided.~~

~~(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.~~

**4.3 Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Operating Expense Increase, and any remaining amount to any other outstanding charges or costs.

#### 4.4 Rent Escalations.

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below:



**(a) Cost of Living Adjustment(s) (COL)**

(i) On November 1, 2010, and each succeeding November 1st of this Lease term or any extension thereof, the monthly rent payable under paragraph 4 of this Lease shall be adjusted by the increase, if any, in the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Department of Labor for All Urban Consumers, Los Angeles-Riverside-Orange County, California (1982-84=100), "All Items", herein referred to as "C.P.I."

(ii) The monthly rent payable in accordance with Paragraph 4.4(a) above shall be calculated as follows: the rent payable for October, 2010, [this is the month before the rent increase] shall be multiplied by a fraction the numerator of which shall be the C.P.I. of the calendar two (2) months prior to the effective date of the subject rent escalation, and the denominator of which shall be the C.P.I. of the calendar month which is two months prior to (fill in base month) November, 2009. The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall such new monthly rent be less than the rent payable for the month immediately preceding the date for rent adjustment.

(iii) In the event the index is discontinued, published less frequently or altered to the extent that it is no longer operable for the

computation of rental as provided herein, the Lessor shall select an alternate index or method which reasonably reflects consumer prices.

(b) **Market Rental Value Adjustment(s) (MRV)**

(i) On \_\_\_\_\_, 200\_\_ the monthly rental amount payable under this Lease shall be adjusted to the "Market Rental Value" of the property as follows:

(aa) Four months prior to the Market Rental Value (MRV) Adjustment Date(s) described above, Lessor and Lessee shall meet to establish an agreed upon new MRV for the specific term. If agreement cannot be reached, then:

(I) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the parties, or

(II) Both Lessor and Lessee shall each immediately select and pay the appraiser or broker of their choice to establish a MRV within the next 30 days. If for any reason, either one of the appraisals is not completed within the next 30 days, as stipulated, then the appraisal that is completed at the time shall automatically become the new MRV. If both appraisals are completed and the two appraisers/brokers cannot agree on a reasonable average MRV then they shall immediately select a third mutually acceptable appraiser/broker to establish a third MRV within the next 30 days. The average of the two appraisals closest in value shall then become the new MRV. The costs of the third appraisal will be split equally between the parties.

(bb) In any event, the new MRV shall not be less than the rent payable for the month immediately preceding the date for rent adjustment.

(ii) Upon establishment of each New Market Rental Value as described in Paragraph 4.4(b):

(aa) The monthly rental sum so calculated for each term as specified in Paragraph 4.4(b)(i) will become the new "Base Rent" for the purpose of calculating any further Cost of Living Adjustments as specified in Paragraph 4.4(a)(I) above and

(bb) The first month of each Market Rental Value term as specified in Paragraph 4.4(b)(i) shall become the new "Base Month" for the purpose of calculating any further Cost of Living Adjustments as specified in Paragraph 4.4(a)(ii).

(c) **Fixed Rental Adjustment(s) (FRA)**

The monthly rent payable under Paragraph 1.5 ("Base Rent") of this Lease shall be increased to the following amount on the dates set forth below:

On	The New Base Rental shall be:
_____	_____
_____	_____

4.5 **Notices.** Unless specified otherwise herein, notice of any escalations other than Fixed Rental Adjustment(s) shall be made as specified in Paragraph 23 of this Lease.

~~5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof, the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Lessor or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor, deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 14 days after the expiration or termination of this Lease, if Lessor elects to apply the Security Deposit only to unpaid Rent, and otherwise within 30 days after the Premises have been vacated pursuant to Paragraph 7.49(c) below, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.~~

**6. Use.**

**6.1 Use.**

(a) Lessee shall use and occupy The Premises only for the purpose set forth in Paragraph 1.8, or any other use which is comparable



thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that creates waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to, neighboring premises or properties. Other than guide, signal and seeing-eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish or reptiles. Lessee, prior to commencement of use, and at all times during the Lease term or any extension thereof, shall make and install all tenant improvements in and to the premises necessary to protect the premises from any adverse effects upon the premises arising out of or otherwise developing from Lessee's use, including, but not limited to, Lessee's processing, manufacturing, or storage of products in connection with Lessee's use of the premises. Lessee shall be liable for all damages to and/or adverse effects upon and to the premises resulting from Lessee's use.

(b) Lessor hereby agrees to not unreasonably withhold or delay its consent to any written request by Lessee, Lessee's assignees or sublessees, and by prospective assignees and sublessees of Lessee, for a modification of said Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or in the Building or the mechanical or electrical systems therein, does not conflict with uses by other lessees, is not significantly more burdensome to the Premises or in the Building and the improvements thereon, and is otherwise permissible pursuant to this Paragraph 6. If Lessor elects to withhold such consent, Lessor shall within ten (10) business days after such request give a written notification of same, which notice shall include an explanation of Lessor's reasonable objections to the change in use.

## 6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(f) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12

times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

**6.3 Lessee's Compliance with Requirements.** Lessee, shall, at Lessee's sole cost and expense, fully, diligently and in a timely manner, materially comply with all **Applicable Requirements**, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants, relating in any manner to the Premises now in effect or which may hereafter come into effect after the Start Date. Lessee shall, within ten (10) days after receipt of Lessor's written request, provide Lessor with copies of all documents and information, including, but not limited to, permits, registrations, manifests, applications, reports and certificates, evidencing Lessee's compliance with any Applicable Law specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. Notwithstanding any provision herein contained otherwise to the contrary, Lessee, at all times during the term of this Lease Agreement and/or any extension thereof, shall forthwith, and prior to any structural modifications to the premises and/or prior to engaging in any other action which may have a material effect upon the structural integrity of the premises, furnish to Lessor copies of all relevant building and/or other governmental permits and of all relevant engineering studies, reports, or recommendations relating to such proposed modifications or actions. Lessee is not in any way or manner relieved from its obligation to obtain the written consent of Lessor as may otherwise be required by Paragraph 7.3(b) or by any other part of this Lease Agreement.

**6.4 Inspection; Compliance.** Lessor and Lessor's Lender(s) (as defined in Paragraphs 8.3(a) and 30) and consultants shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease and all Applicable Requirements (as defined in Paragraph 6.3), and Lessor shall be entitled to employ experts and/or consultants in connection therewith to advise Lessor with respect to Lessee's activities, including but not limited to the installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance or storage tank on or from the Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless a Default or Breach of this Lease by Lessee or a violation of Applicable Requirements, or a contamination, caused or materially contributed to by Lessee is found to exist or be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination. In any such case, Lessee shall upon request reimburse Lessor or Lessor's Lender, as the case may be, for the costs and expenses of such inspections. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of receipt of written request therefore.

**7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

**7.1 Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to causes beyond normal wear and tear. Lessee shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any improvements with the Premises. Lessor may, at its option; upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder.

**7.2 Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

**7.3 Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed \$2000. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and

(iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

#### 7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease. Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

#### 8. Insurance; Indemnity.

~~8.1 Insurance Premiums. The cost of the premiums for the insurance policies maintained by Lessor pursuant to Paragraph 8 are included as Operating Expenses (see paragraph 4.2(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).~~

#### 8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000, an "Additional Insured-Managers or Lessors of Premises Endorsement" and contain the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(i) The insurance requirements of Paragraph 8.2(a) above and 8.5 below may be provided through self-insurance, in conjunction with a Joint Powers Authority, or a combination of both.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

### 8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 8.4. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance") Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts or omissions ~~use or occupancy of the Premises.~~

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

### 8.4 Lessee's Property; Business Interruption Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

**8.5 Insurance Policies.** Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V1, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

**8.6 Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

**8.7 Indemnity.** Except for Lessor's gross negligence and/or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and lenders, from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, loss of permits, attorney's and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with, the occupancy of the Premises by Lessee, the conduct of Lessee's business, any act, omission or neglect of Lessee, its agents, contractors, employees or invitees, and out of any Default or Breach by Lessee in the performance in a timely manner of any obligation on Lessee's part to be performed under this Lease. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Lessor) litigated and/or reduced to judgment, and whether well founded or not. In case any action or proceeding be brought against Lessor by reason of any of the foregoing matters, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be so indemnified.

**8.8 Exemption of Lessor from Liability.** Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other

property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, VAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor nor from the failure of Lessor to enforce the provisions of any other lease in the Project. Notwithstanding Lessor's negligence or breach of this Lease, Lessor shall under no circumstances be liable for injury to Lessee's business or for any loss of income or profit therefrom.

**8.9 Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause the Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month of portion thereof that Lessee does not maintain the required insurance and /or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

## 9. Damage or Destruction.

### 9.1 Definitions.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance as defined in Paragraph 6.2(a), in, on, or under the Premises which requires repair, remediation, or restoration.

**9.2 Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

**9.3 Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds

are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

**9.4 Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

**9.5 Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

#### **9.6 Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor shall be obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

**9.7 Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

**9.8 Waive Statutes.** Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent inconsistent herewith.

#### **10. Real Property Taxes.**

**10.1 Definitions.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project or any portion thereof or a change in the improvements thereon.

**10.2 Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

**10.3 Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request.

**10.4 Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

**10.5 Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to

be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

#### 11. Utilities and Services.

**11.1 Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial or pest control services to kitchen, dining or storage areas included within the Premises.

**11.2 Services Exclusive to Lessee.** Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. If a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

**11.3 Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

**11.4 Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

**11.5 Interruptions.** I here shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

#### 12. Assignment and Subletting.

##### 12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1, or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

##### 12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) The occurrence of a transaction described in Paragraph 12.1(c) shall give Lessor the right (but not the obligation) to require that the Security Deposit be increased to an amount equal to six (6) times the then monthly Base Rent, and Lessor may make the actual receipt by Lessor of the amount required to establish such Security Deposit a condition to Lessor's consent to such transaction.

(h) Lessor, as a condition to giving its consent to any assignment or subletting, may require that the amount and adjustment schedule of the rent payable under this Lease be adjusted to what is then the market value and/or adjustment schedule for property similar to the Premises as then constituted, as determined by Lessor.

(i) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

**12.3 Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

#### **12.4 Lessor's Option to Cancel.**

(a) In the event that Lessee or any sublessee or assignee of Lessee (all hereinafter referred to as "Lessee", shall intend to sublet all or a portion of the Premises (which portion is more than 40% of the square footage in the building on the Premises or more than 40% of the entire Premises and which sublease is for more than a one year term including options) or assign its interest under this Lease, then Lessee shall give to Lessor written notice of such intent, herein referred to as "Lessee's Notice of Intent", in strict accordance with the procedure hereinafter set forth.

(b) Lessee's Notice of Intent shall set forth the date, herein referred to as the "Termination Date", upon which it is intended that a proposed sublease or assignment would become effective. The Termination Date shall not be less than 90 days nor more than 120 days from the date that Lessor receives Lessee's Notice of Intent. Within 20 days after Lessor's receipt of Lessee's Notice of Intent, Lessor may give written notice to Lessee that Lessor elects to terminate this Lease effective as of the Termination Date. If Lessor shall so elect to terminate this Lease then neither Lessor nor Lessee shall be liable to the other for any reason having to do with this Lease from and after the Termination Date except for matters which shall have arisen prior to termination and except for the obligations of Lessee that exist upon termination.

(c) In the event that Lessor does not exercise its right to terminate this Lease and in the event that Lessee does not in fact execute a final and binding sublease or assignment within 120 days after said Termination Date, which Sublease or Assignment term commences within 160 days after said Termination Date, then lessee shall be obligated to give another Lessee's Notice of Intent to Lessor before Lessee may assign or sublease and the terms of this paragraph 12.4 shall reapply. The failure of Lessor to exercise its right to terminate this Lease under this paragraph shall not be deemed a waiver of the right to subsequently terminate this Lease in accordance with the terms hereof, as it is intended that this option to cancel shall continue to exist during the entire term of this Lease and any extension thereof.



(d) In the event that Lessor, from time to time, declines to exercise its option to cancel this Lease, that decision shall not be deemed a waiver by Lessor of Lessor's right to approve or disapprove of the assignment or subletting by Lessee as the same is otherwise provided for in Paragraph 12.1 of this Lease.

### 13. Default; Breach; Remedies.

13.1 **Default; Breach.** Lessor and Lessee agree that if an attorney is consulted by Lessor in connection with a Lessee Default or Breach (as hereinafter defined), \$500.00 is a reasonable minimum sum per such occurrence for legal services and costs in the preparation and service of a notice of Default, and that Lessor may include the cost of such services and costs in said notice as rent due and payable to cure said Default. The minimum sum of \$500.00 as provided herein may at the option of the Lessor be increased by a 20-day prior written notice to Lessee no more often than once per year during the term of this lease Agreement provided, however, that such minimum sum may not be increased more than 10% of the amount then in force and effect. A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee.

(c) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41 (easements), or (viii) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(d) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(e) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph (e) is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(f) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(g) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

(h) The commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of three (3) business days following written notice to Lessee.

(i) Lessee's failure to occupy the Premises within ten (10) business days after the Premises are ready for occupancy.

(j) Notwithstanding the foregoing, allowing a diminimus portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Lessor shall be due and payable by Lessee upon receipt of invoice therefor. If any check given to Lessor by Lessee shall not be honored by the bank upon which it is drawn, Lessor, at its option, may require all future payments to be made by Lessee to be by cashier's check. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been

earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

(d) The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

**13.3 Inducement Recapture.** Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

#### 13.4 Late Charges.

(a) Lessee acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to processing and accounting charges, and late charges which may be imposed upon Lessor by the terms of any ground lease, mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within five (5) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a late charge equal to nine percent (9%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Base Rent, then notwithstanding Paragraph 4.1 or any other provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance. Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of \$25.00.

(b) In the event Lessor at any time waives Lessee's payment of a late fee, such waiver shall not preclude or bar Lessor from collecting any and all accumulated late fees at anytime during the original term or any extended term of this lease agreement. Liability of the Lessee in this regard shall continue for the full term of the Lease or any extension thereof, unless Lessor, at least thirty (30) days prior to expiration of this Lease or any extension thereof, makes written demand for all accumulated late fees. Lessor shall not have to give a written notice to Lessee indicating Lessor is waiving a late fee.

(c) No payment by Lessee or receipt by Lessor of a lesser amount of Base Monthly Rent or any other sum due hereunder shall be deemed to be other than on account of the earliest due rent or payment, nor shall any endorsement or statement on any check or any letter accompanying any such check or payment be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or payment or pursue any other remedy available in this Lease, at law or in equity. Lessor may accept any partial payment from Lessee without invalidation of any notice required to be given under California Code of Civil Procedure § 1161m et seq. or of any successor statute thereto.

**13.5 Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late

charge provided for in Paragraph 13.4.

### 13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor. Lessee shall document the cost of said cure and supply said documentation to Lessor.

**14. Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

### 15. Brokerage Fees.

**15.1 Procuring Cause.** The Brokers named in Paragraph 1.10 are the procuring causes of this Lease.

**15.2 Additional Terms.** Upon execution of this Lease by both Parties, Lessor shall pay to said Brokers jointly, or in such separate shares as they may mutually designate in writing, a fee as set forth in a separate written agreement between Lessor and said Brokers for brokerage services rendered by said Brokers to Lessor in this transaction. Lessor and Lessee hereby consent to and approve all agency relationships, including any dual agencies, indicated in Paragraph 1.10.

**15.3 Assumption of Obligation.** Any buyer or transferee of Lessor's interest in this Lease, whether such transfer is by agreement or by operation of law, shall be deemed to have assumed Lessor's obligation under this Paragraph 15.

**15.4 Representation and Warranties.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any named in Paragraph 1.10) in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and that no broker or other person, firm or entity other than said named Brokers are entitled to any commission or finder's fee in connection with said transaction. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or action of the indemnifying Party, including any costs, expenses, and/or attorney's fees reasonably incurred with respect thereto.

**15.5 Reimbursement of Commission.** Lessor and Lessee hereby agree that inasmuch as Lessor has paid a real estate brokerage commission for securing Lessee's premises, should Lessee fail to take possession of the Premises or should Lessee terminate operation of Lessee's business in the demised premises for any reason whatsoever and vacate the demised premises prior to the expiration of the lease term or any option period, Lessee agrees to reimburse Lessor for the unamortized portion of the brokerage commission on the following formula:

Total amount of brokerage commission divided by number of months of lease term = monthly amortization 'x' number of months of unexpired lease term.

The foregoing amount of reimbursement by Lessee to Lessor shall be paid twenty (20) days prior to cessation of Lessee's business operation and/or vacating premises.

### 16. Estoppel Certificates; Financial Statements.

#### 16.1 Estoppel Certificates.

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

**16.2 Financial Statement.** If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

## 17. Definition of Lessor.

(a) **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or in this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor at the time of such transfer or assignment. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

(b) **Limitation on Liability.** Subject to the provisions of this Paragraph 17, the obligations of Lessor under this Lease shall not constitute the personal obligations of Lessor, the individual partners of Lessor or its or their individual partners, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, or its or their individual partners, directors, officers or shareholders, or any of the personal assets for such satisfaction. Any claim, demand or right of any kind by Lessee which is based upon or arises in connection with this Lease, including without limitation any arising under a tort or contract cause of action, shall be barred unless Lessee commences an action thereon within six (6) months after the date that the act, omission, event or default upon which the claim, demand or right arises, has occurred.

**18. Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

**19. Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

**20. Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

**21. Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

**22. No Prior or Other Agreements; Broker Disclaimer.** This Lease and any Exhibits attached hereto contain the entire agreement of the parties and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between the parties. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter contained in this Lease or the Exhibits attached hereto that are not fully expressed herein. The parties agree that the traditional formulation of the parol evidence rule (whereby extrinsic evidence may not be used to vary or contradict the unambiguous terms of a document that represents a final and complete expression of the parties' agreement) shall govern in any action or proceeding that may ensue concerning this Lease. The parties agree that the application of the parol evidence adopted by the California Supreme Court in Pacific Gas & E. Co. v. G.W. Thomas Drayage etc. Co., 69 Cal.2d 33 (1968), and interpreted in Trident Center v. Connecticut General Life Insurance Company, 847 F.2d 564 (9<sup>th</sup> Cir. 1988), (whereby extrinsic evidence is admissible to demonstrate that the true "terms" of the agreement are actually something other than that which the chosen written words unambiguously suggest) shall not govern in any action or proceeding that may ensue concerning this Lease. Each party declares and represents that this Lease is being made without reliance upon any statement or representation not contained herein of any other party, or of any agent or attorney or any other party.

## 23. Notices.

**23.1 Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

**23.2 Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

**24. Waivers.** No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

**25. Recording.** Either Lessor or Lessee shall, upon request of the other, execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.

**26. No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

**27. Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**28. Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**29. Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

**30. Subordination; Attornment; Non-Disturbance.**

**30.1 Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

**30.2 Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of such new owner, this Lease shall automatically become a new Lease between Lessee and such new owner, upon all of the terms and conditions hereof, for the remainder of the term hereof, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations hereunder, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor.

**30.3 Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises Further, within 60 days after the execution of this Lease, Lessor shall use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

**30.4 Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

**31. Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of

Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

**32. Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee. Lessor may at any time place on the Premises any ordinary "For Sale" signs and Lessor may during the last 6 months of the term hereof place on the Premises any ordinary "For Lease" signs. In addition, Lessor shall have the right to retain keys to the Premises and to unlock all doors in or upon the Premises other than to files, vaults and safes, and in the case of emergency to enter the Premises by any reasonably appropriate means, and any such entry shall not be deemed a forcible or unlawful entry or detainer of the Premises or an eviction. Lessee waives any charges for damages or injuries or interference with Lessee's property or business in connection therewith.

**33. Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

**34. Signs.** Lessee shall not place any sign upon the Project without Lessor's prior written consent.

**35. Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

**36. Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

**37. Guarantor.**

**37.1 Execution.** If there are to be any Guarantors of this Lease per Paragraph 1.11, the form of the guaranty to be executed by each such Guarantor shall be in the form approved by Lessor, and each said Guarantor shall have the same obligations as Lessee under this Lease, including but not limited to the obligation to provide the Tenancy Statement and information called for by Paragraph 16.

**37.2 Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

**38. Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

**39. Options.** If Lessee is granted an Option, as defined below, then the following provisions shall apply.

**39.1 Definition.** "Option" shall mean: (a) the right to extend the term of or renew this Lease or to extend or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

**39.2 Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

**39.3 Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

**39.4 Effect of Default on Options.**

Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

**40. Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

**41. Reservations.**

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on pole signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

**42. Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay.

**43. Authority.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each party shall, within 30 days after request, deliver to the other party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**44. Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

**45. Force Majeure.** If Lessor cannot perform any of its obligations due to events beyond Lessor's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Lessor's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

**46. Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

**47. Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

**48. Multiple Parties.** If more than one person or entity is named herein as either Lessor or Lessee, such multiple Parties shall have joint and several responsibility to comply with the terms of this Lease.

**49. Miscellaneous Provisions.**

~~49.1 Yard Screening. Lessee agrees to install and maintain yard screening that will comply with all governmental regulations and requirements.~~

49.2 Forfeiture of Lease. In the event the Lessee be in default of any term or condition contained in this Lease agreement, including but not limited to the payment of any money obligation, the Lessor shall have the right to declare a forfeiture of this Lease agreement.

**49.3 Waiver of Right to Jury Trial. Lessor and Lessee waive their respective rights to trial by jury of any contract or tort claim, counterclaim, cross-complaint, or cause of action in any action, proceeding, or hearing brought by either party against the other on any matter arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, or Lessee's use or occupancy of the Premises, including any claim of injury or damage or the enforcement of any remedy under any current or future law, statute, regulation, code, or ordinance.**

DB  
Lessor's Initials

\_\_\_\_\_  
Lessee's Initials

49.4 Limitation of Liability. In consideration of the benefits accruing hereunder, Lessee agrees that, in the event of actual or alleged failure, breach or default of this lease by Lessor, if Lessor is a partnership:

- (a) The sole and exclusive remedy shall be against the partnership and its partnership assets;
- (b) No partner of Lessor shall be sued or named as a party in any suit or action;
- (c) No service of process shall be made against any partner of Lessor;
- (d) No partner of Lessor shall be required to answer or otherwise plead to any service of process;
- (e) No judgment may be taken against any partner of Lessor;
- (f) Any judgment taken against any partner of Lessor shall be vacated and set aside at anytime without hearing;
- (g) No writ of execution will ever be levied against the assets of any partner of Lessor;
- (h) These covenants and agreements are enforceable both by Lessor and also by any partner of Lessor.

Lessee agrees that each of the foregoing provisions shall be applicable to any covenant or agreement, either expressly contained in this Lease or imposed by statute or at common law.

~~49.5 Association Dues. Lessor shall pay all monthly association dues for the Premises. Lessee shall pay any increase in association dues above the base year. The base year amount is \$\_\_\_\_\_ per month.~~

49.6 Rules and Regulations. Lessee agrees to observe faithfully and comply strictly with the Rules and Regulations, attached as Exhibit 'B' and any reasonable and nondiscriminatory amendments, modifications and /or additions as may be adopted and published by written notice to Lessee(s) by Lessor for the safety, care, security, good order, or cleanliness of the Premises and Building. Lessor shall not be liable to Lessee for any violation of the Rules and Regulations or the beach of any covenant or condition in any lease by any other Lessee or such Lessee's agents, employees, contractors, guests or invitees. One or more waivers by Lessor of any breach of the Rules and Regulations or by any other Lessee(s) shall not be a waiver of any subsequent breach of that rule or any other. Lessee's failure to keep and observe the Rules and Regulations shall constitute a breach of this Lease. In the case of any conflict between the Rules and Regulations and this Lease, this Lease shall be controlling.

49.7 Non-disclosure of Lease Terms. Lessee acknowledges and agrees that the terms of this lease are confidential and constitute proprietary information of Lessor. Disclosure of the terms could adversely affect the ability of Lessor to negotiate other leases and impair Lessor's relationship with other Lessees. Accordingly, Lessee agrees that it, and its partners, officers, directors, employees and attorneys, shall not intentionally and voluntarily disclose, by public filing or otherwise, the terms and conditions of this Lease ("**Confidential Information**") to any third party, either directly or indirectly, without the prior written consent of the Lessor, which consent may be given or withheld in Lessor's sole and absolute discretion. The foregoing restriction shall not apply if either: (i) Lessee is required to disclose the Confidential information in response to a subpoena or other regulatory, administrative or court order, (ii) independent legal counsel to Lessee delivers a written opinion to Lessor that Lessee is required to disclose the confidential information to, or file copy of this Lease with, any governmental agency or any stock exchange; provided however that in such event, Lessee shall, before making any such disclosure (A) provide Lessor with prompt written notice of such required disclosure, (B) at Lessee's sole cost, take all reasonable legally advising steps to resist or narrow such requirement, including without limitation preparing and filing a request for confidential treatment of the Confidential Information and (C) if disclosure of the Confidential Information is required by subpoena or other regulatory, administrative or court order, Lessee shall provide Lessor with as much advance notice of the possibility of such disclosure or obtain an order concerning such disclosure. The form and content of a request by Lessee for confidential treatment of the confidential information shall be provided to Lessor at least five (5) business days before its submission to the applicable governmental agency or stock exchange and is subject to the prior written approval of Lessor. In addition, Lessor may disclose with whom Lessee is actively negotiating such an assignment or sublease.

49.8 Damage or Theft of Personal Property. All personal property brought into the Premises shall be at the risk of the Lessee only and Lessee shall not be liable for theft thereof or any damage thereto occasioned by any acts of co-lessees, or other occupants of the Building, or any other person, except, with respect to damage to the Premises, as may be occasioned by the gross negligence or willful act of the Lessor, its employees



and agents (but subject to the insurance and waiver of subrogation provisions set forth in Paragraph).

**50. Uses Prohibited.** Lessee shall not place any loads upon the floor, walls, ceiling or roof which endanger the structure, or place any harmful liquids in the drainage system of the building. No machinery, apparatus, appliance, or any other device shall be used or operated in, or about the Premises that will in any manner injure, vibrate or shake the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the leased Premises outside of the building proper. No materials or articles of any nature shall be stored upon or permitted to remain on any portion of the leased Premises outside of the building proper. Lessee shall not do anything on the Premises which will overload any electrical, mechanical, utility or any other service to the Premises.

**51. Americans with Disabilities Act.** In the event that as a result of Lessee's use, or intended use, of the Premises the Americans with Disabilities Act or any similar law requires modifications or the construction or installation of improvements in or to the Premises, Building, Project and/or Common Areas, the Parties agree that such modifications, construction or improvements shall be made at:  Lessor's expense  Lessee's expense.

**52. Option to Extend.** Lessor hereby grants to Lessee the option to extend the term of this Lease for a \_\_\_\_\_ year period commencing when the prior term expires upon each and all of the following terms and conditions:

(A) Lessee gives to Lessor and Lessor receives written notice, as stated in Paragraph 23 of the Lease, of the exercise of the option to extend this Lease for said additional term no earlier than nine months and no later than six months prior to the time that the option period would commence if the option were exercised, time being of the essence. If said notification of the exercise of said option is not so given and received, this option shall automatically expire;

(B) The provisions of Paragraph 39, including the provision relating to default of Lessee set forth in Paragraph 39.4 of this Lease are conditions of this Option;

(C) All of the terms and conditions of this Lease except here specifically modified by this option shall apply;

(D) The monthly rent for each month of the option period shall be calculated as follows, using the method(s) indicated below:

**(a) Cost of Living Adjustment(s) (COL)**

(i) On \_\_\_\_\_, 200\_\_\_\_, and each succeeding \_\_\_\_\_ 1st of this extended term, the monthly rent payable under Paragraph 1.5 of this Lease shall be adjusted by the increase, if any, in the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Department of Labor for All Urban Consumers, Los Angeles-Anaheim-Riverside, California (1982-84=100), "All Items", herein referred to as "C.P.I."

(ii) The monthly rent payable in accordance with Paragraph 52.(D)(a)(i) above shall be calculated as follows: the rent payable for \_\_\_\_\_, 200\_\_\_\_, shall be multiplied by a fraction the numerator of which shall be the C.P.I. of the calendar two (2) months prior to the effective date of the subject rent escalation, and the denominator of which shall be the C.P.I. of the calendar month which is two months prior to (fill in base month) \_\_\_\_\_, 200\_\_\_\_. The sum so calculated shall constitute the new monthly rent hereunder, but in no event, shall such new monthly rent be less than the rent payable for the month immediately preceding the date for rent adjustment.

(iii) In the event the index is discontinued, published less frequently or altered to the extent that it is no longer operable for the computation of rental as provided herein, the Lessor shall select an alternate index or method which reasonably reflects consumer prices.

**(b) Market Rental Value Adjustment(s) (MRV)**

(i) On \_\_\_\_\_, 200\_\_\_\_ the monthly rental amount last payable under this Lease shall be adjusted to the "Market Rental Value" of the property as follows:

(aa) Four months prior to the Market Rental Value (MRV) Adjustment Date(s) described above, Lessor and Lessee shall meet to establish an agreed upon new MRV for the specific term. If agreement cannot be reached, then:

(I) Lessor and Lessee shall immediately appoint a mutually acceptable appraiser or broker to establish the new MRV within the next 30 days. Any associated costs will be split equally between the parties, or

(II) Both Lessor and Lessee shall each immediately select and pay the appraiser or broker of their choice to establish a MRV within the next 30 days. If for any reason, either one of the appraisals is not completed within the next 30 days, as stipulated, then the appraisal that is completed at the time shall automatically become the new MRV. If both appraisals are completed and the two appraisers/brokers cannot agree on a reasonable average MRV then they shall immediately select a third mutually acceptable appraiser/broker to establish a third MRV within the next 30 days. The average of the two appraisals closest in value shall then become the new MRV. The costs of the third appraisal will be split equally between the parties.

(bb) In any event, the new MRV shall not be less than the rent payable for the month immediately preceding the date for rent adjustment.

(ii) Upon establishment of each New Market Rental Value as described in Paragraph 52(b):

(aa) The monthly rental sum so calculated for each term as specified in Paragraph 52(b)(i) will become the new "Base Rent" for the purpose of calculating any further Cost of Living Adjustments as specified in Paragraph 52(a)(i) above and

(bb) The first month of each Market Rental Value term as specified in Paragraph 52(b)(i) shall become the new "Base Month" for the purpose of calculating any further Cost of Living Adjustments as specified in Paragraph 52(a)(ii).

(E) Notices. Unless specified otherwise herein, notice of any escalations other than Fixed Rental Adjustment(s) shall be made as specified in Paragraph 23 of this Lease.

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LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

THIS LEASE HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR HIS APPROVAL. FURTHER, EXPERTS SHOULD BE CONSULTED TO EVALUATE THE CONDITION OF THE PROPERTY AS TO THE POSSIBLE PRESENCE OF ASBESTOS, STORAGE TANKS OR HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITIBILITY OF THE PREMISES FOR THE LESSEE'S INTENDED USE. THE PARTIES SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

**LESSOR**

**BLUE MOUNTAIN TWO, L.P.**

Accepted, Agreed and Approved  
this 21 day of MAY, 2009,  
at 28 Hammond Suite - F,  
Irvine, CA 92618  
Office : (949) 583-1963  
FAX: (949) 583-7208

by   
MICHAEL P. BURKE

by   
DANIEL C. BURKE

**LESSEE**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT**

Accepted, Agreed and Approved  
this \_\_\_ day of \_\_\_\_\_, 2009,  
at 4800 Magnolia Avenue  
Riverside, CA 92506  
Office: (951) 222-8001  
FAX : (951) 682-5339

by \_\_\_\_\_  
JAMES L. BUYSEE  
Vice Chancellor  
Administration and Finance

### Culinary Lease Options Comparison

3-years with Burke

Year 1	\$	1.22	13,873	12	\$	203,100.72	annual rent
Year 2	\$	1.26	13,873	12	\$	209,193.74	annual rent
Year 3	\$	1.29	13,873	12	\$	215,469.55	annual rent
			Lease Total		\$	<u>627,764.02</u>	

Sublease with/EDA

Year 1	\$	1.05	10,819	12	\$	136,319.40	annual rent
Year 2	\$	1.08	10,819	12	\$	140,408.98	annual rent
Year 3	\$	1.11	10,819	12	\$	144,621.25	annual rent
			Lease Total		\$	<u>421,349.63</u>	

Difference	\$	206,414.38	
	\$	68,804.73	Annual Difference

3-year lease w/Chans

Year 1	\$	1.28	7,500	12	\$	115,200.00	annual rent
Year 2	\$	1.32	7,500	12	\$	118,656.00	annual rent
Year 3	\$	1.36	7,500	12	\$	122,215.68	annual rent
			Lease Total		\$	<u>356,071.68</u>	
			TI - Costs		\$	<u>1,200,000.00</u>	
					\$	<u>1,556,071.68</u>	

Difference	\$	1,134,722.05	
	\$	378,240.30	Annual Difference (by average)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TEACHING AND LEARNING COMMITTEE

Report No.: VI-A-9

Date: June 16, 2009

Subject: Moreno Valley Campus – March Dental Education Center Lease

Background: The Moreno Valley Campus has been leasing the former March Dental Clinic from the March Joint Powers Authority (JPA). The facility currently houses the Dental Hygiene, Dental Assisting and Dental Technology programs. The current lease is expiring June 30, 2009. The campus notified the March JPA that they wish to extend the lease for an additional term.

The March JPA is willing to extend the lease for an additional one-year term, with the same terms and conditions. The lease rate remains \$9036.50 per month or \$108,438 annually, plus consideration of care and maintenance of the property. The lease includes provisions for mutual extension past the one-year period, if needed, and mutually agreed.

As the Board is aware, the March JPA is working with master developer, March Healthcare Development, for the redevelopment of former March AFB property for a health care campus. The Board, at a special meeting on December 23, 2008, executed a letter of intent with March Healthcare Development, to receive a separate property of 7.8 acres at the former March AFB on the corner of Cactus Avenue and Riverside. This Letter of Intent specified the intent to build a permanent facility on that site to house the dental programs. The master developer is working on the plans for the health campus with the March JPA, which includes the demolition of the current dental facility, while the District and Campus are working on the planning and development of a new dental clinic education facility on the property to be gifted from the master developer to RCCD. While plans are being developed, RCCD-MV needs to retain the programs in the current facility. This extension of the lease will provide the additional time while plans by the campus/district and the master developer are in process.

Recommended Action: It is recommended that the Board of Trustees approve the one-year lease agreement with the March Joint Powers Authority to lease space commencing on July 1, 2009 and ending on June 30, 2010, and authorize the Vice Chancellor of Administration and Finance to sign the lease agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte Perez  
President, Moreno Valley Campus

## LEASE

This lease ("Lease") is entered into as of June 17, 2009 ("Effective Date") between the March Joint Powers Authority, a California public agency ("Landlord") and Riverside Community College District ("Tenant").

1. Premises. Landlord leases to Tenant and Tenant leases from Landlord the Premises located at 23801 "N" Ave., Bldg. 2995 which is on the former March Air Force Base, and is the location for the Tenant's Dental Education Center, for the term, at the rental, and upon all other terms, covenants, and conditions in this Lease.

2. Use of Premises.

a. The Premises may be used only for Tenant's education and training program. Solely in connection therewith, the Premises may be used for adult education and training or as otherwise approved by Landlord in writing and for no other purpose.

b. Tenant shall not do or permit any act that could:

i. cause any structural damage to the Premises, or

ii. cause damage to any part of the Premises, equipment, machinery, or the construction of alterations as permitted under this Lease or as approved in writing in advance by Landlord.

c. Tenant shall not operate or permit the operation of any equipment or machinery on the Premises that could:

i. materially damage the Premises,

ii. impair the efficient operation of the Premises' heating, ventilation, or air conditioning system,

iii. block or otherwise impede the operation of the Premises' sprinkler system,

iv. overload or otherwise place an undue strain on the Premises' electrical and mechanical systems, or

v. damage, overload, or corrode the Premises' sanitary sewer system.

d. Tenant shall not install or attach anything in the Premises in excess of the load limits established for the Premises. Tenant shall contain and dispose of all dust, fumes, or waste products generated by Tenant's use of the Premises so as to avoid:

i. unreasonable fire or health hazards,

- ii. damage to the Premises, or
- iii. any violation of any Law. "Law" shall mean any constitution, statute, ordinance, regulation, rule, judicial decision, administrative order, or other requirement of any governmental entity.

e. Except as may be approved by Landlord in advance and in writing, Tenant shall not change the exterior of the Premises or install any equipment, machinery, or antennas on or make any penetrations of the exterior or roof of the Premises. Tenant shall not commit any waste in or around the Premises and shall keep the Premises in a neat, clean, attractive and orderly condition, free of any nuisances. Tenant shall use and maintain Landlord's standard window covering to cover all windows in the Premises. Tenant shall not conduct on any portion of the Premises, any sale of any kind, including, without implied limitation, any public or private auction, going out-of-business sale, distress sale, or other liquidation sale.

f. Tenant shall use the Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations, orders, recorded covenants and restrictions, and requirements of any fire insurance underwriters or rating bureaus, now or later in effect.

### 3. Lease Term.

a. The initial term ("Initial Term") of this Lease shall be for one (1) year commencing on July 1, 2009 ("Commencement Date"), and ending on June 30, 2010, unless sooner terminated according to this Lease.

b. Tenant shall have the option to extend the term of this Lease for one (1) successive period of one (1) year following the expiration of the Initial Term on all of the terms and conditions in this Lease. To exercise this option, Tenant must give Landlord written notice of exercise of the option ("Option Notice") no earlier than six (6) months and no later than two (2) months prior to the expiration of the remaining Lease term. However, if, as of Landlord's receipt of the Option Notice, Tenant is in default under this Lease, or has committed or failed to perform acts that with the giving of notice or the lapse of time would constitute a default under this Lease (Potential Default), the Option Notice shall be totally ineffective. If after giving the Option Notice, Tenant is in default under this Lease, or if a Potential Default has occurred, and that default or Potential Default remains uncured as of the expiration of the remaining Lease term, this Lease shall, at the election of Landlord, terminate as of the expiration of the Lease term.

c. Except as specified in Sections 15 and 19 hereunder, Landlord agrees that in the event during the initial term of the lease or the option period it is necessary to terminate the lease, Landlord will provide a six (6) month prior written notice to Tenant.

4. Base Rent. Tenant shall pay base rent in the amount of \$9,036.50 per month or \$108,438.00 annually, plus consideration of care and maintenance of the property. Lease payments shall be due and payable on the first day of each month until termination of the Lease. The Landlord may assess a reasonable late charge if the lease payment is not received by the fifth of the month. The lease shall be considered to be in default if any lease payment is more than thirty (30) days late.

In the event the Lessee exercises any option in accordance with Section 3 of this lease, the Parties agree to renegotiate the Basic Rent for such option period.

5. Operating Expenses/Taxes.

a. Tenant shall be responsible during the term of this Lease for the payment of any and all expenses incurred in connection with the operation of the Premises or incurred in connection with the operation of the Premises and fairly allocable to the Premises.

b. Tenant will pay all Property Taxes, if any, assessed, levied, confirmed, or imposed during the term of this Lease

c. As used in this Lease, the term Property Taxes shall mean any and all taxes, including, without implied limitation, possessory interest taxes, assessments, levies, and other charges of any kind, general and special, foreseen and unforeseen (including all installments of principal and interest required to pay any existing or future general or special assessments, and any increases resulting from reassessments made in connection with a change in ownership, new construction, or any other cause), now or later imposed by any governmental or quasi-governmental authority or special district having the power to tax or levy assessments, which are levied or assessed against or with respect to the value, occupancy, or use of all or any portion of the Premises (as now constructed or as may at any later time be constructed, altered, or otherwise changed) or Landlord's interest in the Premises, the fixtures, equipment, and other property of Landlord, real or personal, that are an integral part of and located on the Premises, the gross receipts, income, or rentals from the Premises, or the use of parking areas, public utilities, or energy within the Premises, or Landlord's business of leasing the Premises. If at any time during the term of this Lease, the method of taxation or assessment of the Premises prevailing as of the Commencement Date is altered so that in lieu of or in addition to any Property Tax described above there shall be levied, assessed, or imposed (whether because of a change in the method of taxation or assessment, creation of a new tax or charge, or any other cause) an alternate or additional tax or charge (i) on the value, use, or occupancy of the Premises or Landlord's interest in the Premises, or (ii) on or measured by the gross receipts, income or rentals from the Premises, on Landlord's business of leasing the Premises, or computed in any manner with respect to the operation of the Premises, then any tax or charge, however designated, shall be included within the meaning of the term Property Taxes for purposes of this Lease. However, the term Property Taxes shall not include estate, inheritance, transfer, gift, or franchise taxes of Landlord or the federal or state net income tax imposed on Landlord's income from all sources.

Any Property Taxes resulting from Alterations made for or on behalf of Tenant under this Lease shall be paid entirely by Tenant. If the Premises is not separately assessed, tenant's share of any Property Taxes shall be an equitable proportion of the Property Taxes for all of the land and improvements included within the tax parcel that is assessed.

6. Reservation of Rights.

a. Landlord reserves the right to grant and relocate rights on, over, under and through the Premises, including, without implied limitation, easements, licenses and dedications that Landlord deems necessary or desirable, and to record parcel maps and restrictions. Tenant agrees to

sign any of these documents immediately upon request of Landlord, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto. If Tenant fails to deliver the requested instruments within 15 days of written request from Landlord, then Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney—in-fact, coupled with an interest for the purpose of completing, executing and delivering such written instruments for and on behalf of Tenant. Tenant acknowledges that this provision is a covenant running with the land. Tenant agrees to reimburse Landlord for reasonable attorneys' fees incurred by Landlord in connection with such preparation of documents or instruments in connection with this Section 6.

b. Landlord shall have the right, without it constituting an actual or constructive eviction of Tenant, without any abatement of rent under this Lease and without notice to or the consent of Tenant, to

- i. remove unauthorized persons from the Premises;
- ii. change the name or address of the Premises;
- iii. use or allow the use of the Premises while engaged in maintenance, repairs, construction, or other alterations to the Premises; and
- iv. perform any other acts and make other changes or alterations in the Premises as Landlord may deem reasonably appropriate.

## 7. Hazardous Substances.

a. Tenant agrees that any and all handling, transportation, storage, treatment, disposal, or use of Hazardous Substances, as defined herein, by Tenant in or about the Premises shall strictly comply with all applicable Environmental Laws.

b. "Environmental Laws" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); the Resource Conservation and Recovery Act of 1976 ("RCRA"); the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA"); the Toxic Substances Control Act ("TSCA"); the Hazardous Materials Transportation Act ("HMTA"); the Insecticide, Fungicide, Rodenticide Act; the Superfund Amendments and Reauthorization Act; the Clean Air Act; the Safe Drinking Water Act; the Solid Waste Disposal Act; the Surface Mining Control and Reclamation Act; the Emergency Planning and Community Right to Know Act; the Occupational Safety and Health Act; the California Underground Storage of Hazardous Substances Act; the California Hazardous Substances Account Act; the California Hazardous Waste Control Act; the California Safe Drinking Water and Toxic Enforcement Act; the Porter-Cologne Water Quality Act



together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances, on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

c. Hazardous Substances includes without limitation:

- i. Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;
- ii. Those substances listed in the United States Department of Transportation (DOT) Table, or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances;
- iii. Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and
- iv. Any material, waste, or substance that is
  - (1) a petroleum or refined petroleum product,
  - (2) asbestos,
  - (3) polychlorinated biphenyl,
  - (4) designated as a hazardous substance pursuant to 33 USCS 1321 or listed pursuant to 33 USCS 1317,
  - (5) a flammable explosive, or
  - (6) a radioactive material.

d. Tenant agrees to indemnify and defend Landlord harmless from any liabilities, losses, claims, damages, penalties, fines, attorney fees, expert fees, court costs, remediation costs, investigation costs, or other expenses resulting from or arising out of the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about the Premises by Tenant or by Tenant's agents, employees, contractors, subtenants or assigns.

e. If the presence of Hazardous Substances on the Premises caused or permitted by Tenant results in the contamination or deterioration of the Premises or any water or soil beneath the Premises, Tenant shall promptly take all action necessary to investigate and remedy that contamination.

f. Landlord and Tenant each agree to promptly notify the other of any communication received from any governmental entity concerning Hazardous Substances or the violation of Environmental Laws that relate to the Premises.

g. Tenant shall not use, handle, store, transport, generate, release, or dispose of any Hazardous Substances on, under, or about the Premises, except that Tenant may use (i) small quantities of common chemicals such as adhesives, lubricants, and cleaning fluids in order to conduct business at the Premises and (ii) other Hazardous Substances used in connection with the Tenant's use of the Premises as set forth in Section 2a.. At any time during the term of this Lease, Tenant shall, within ten (10) days after written request from Landlord, disclose in writing all Hazardous Substances that are being used by Tenant on the Premises, the nature of the use, and the manner of storage and disposal.

h. At any time and upon prior written notice to Tenant, Landlord may require testing wells to be drilled on the Premises and may require the ground water to be tested to detect the presence of Hazardous Substances by the use of any tests that are then customarily used for those purposes. Landlord shall supply Tenant with copies of the test results. The cost of these tests and of the installation, maintenance, repair, and replacement of the wells shall be paid by Tenant if the tests disclose the existence of facts that give rise to liability of Tenant pursuant to this Section 7.

#### 8. Repairs and Maintenance.

a. Tenant shall repair, maintain, and operate the Premises and repair and maintain the roof and exterior and structural parts of the Premises so that they are kept in good working order and repair. If any heating, air conditioning, ventilation, plumbing, electrical, or other equipment serves the Premises, Tenant shall maintain and operate and replace when necessary that equipment. Landlord shall not be responsible for repairs required by an accident, fire, or other peril or for damage caused to any part of the Premises by any act or omission of Tenant or Tenant's employees or agents, except as otherwise required by this Lease. Landlord may engage contractors of Landlord's choice to perform the obligations required by this Section, and the necessity of any expenditure to perform those obligations shall be at the sole discretion of Landlord. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and deduct that cost from rent owing to Landlord.

b. Tenant shall clean and maintain in good order, condition, and repair and replace when necessary the following:

- i. all plumbing and sewage facilities in the Premises, including, without implied limitation, all plumbing fixtures, pipes, fittings, or other parts of the plumbing system in the Premises;
- ii. all fixtures, interior walls, floors, carpets, draperies, window coverings, and ceilings in the Premises;
- iii. all windows, doors, entrances, and plate glass in the Premises;

- iv. all electrical facilities and all equipment in the Premises, including all light fixtures, lamps, bulbs, tubes, fans, vents, exhaust equipment, and systems; and
  - v. any fire detection or extinguisher equipment in the Premises.
- c. With respect to utility facilities serving the Premises, Tenant shall be responsible for the maintenance and repair of any facilities that serve the Premises, including all facilities that are within the walls or floor or on the roof of the Premises.
- d. Tenant shall:
- i. maintain, repair, and replace when necessary all heating, air conditioning, and ventilation equipment that services the Premises, and shall keep them in good condition through regular inspection and servicing, and
  - ii. maintain continuously throughout the term of the Lease a service contract for the maintenance of all heating, air conditioning, and ventilation equipment with a licensed repair and maintenance contractor approved by Landlord; the contract should provide for periodic inspections and servicing of the heating, air conditioning, and ventilation equipment at least once every ninety (90) days during the term of the Lease.

However, Landlord may elect at any time during the term of the Lease to assume responsibility for the maintenance, repair, and replacement of the heating, air conditioning, and ventilation equipment that serves the Premises. Tenant shall maintain continuously throughout the term of the Lease a service contract for the washing of all windows, both interior and exterior surfaces, in the Premises; the contract should provide for the periodic washing of all windows at least once every forty-five (45) days during the term of the Lease.

e. If Tenant fails to perform Tenant's obligations under this Section or under any other section of this Lease, after five (5) days' prior written notice to Tenant, except in an emergency when no notice shall be required, Landlord may enter the Premises, perform the obligations on Tenant's behalf, and recover the cost of performance, together with interest at the maximum rate then allowed by law.

## 9. Alterations.

a. Tenant shall not construct any alterations, improvements, or additions or otherwise alter the Premises ("Alterations") without Landlord's prior written consent, provided, however, that Tenant shall be entitled, without Landlord's prior consent, to make Alterations (i) that do not affect the structural integrity, the exterior sections, or watertight nature of the Building, and (ii) the reasonably estimated cost of which does not exceed Ten Thousand Dollars (\$10,000). Notwithstanding the provisions of this agreement to the contrary, any Alteration, repair or addition to the utilities on the Premises require Landlord's prior written approval. If Landlord's approval for any Alterations is required, Tenant shall not undertake the Alterations until Landlord has given written consent to the plans and specifications, and the Alterations shall be constructed substantially

in compliance with plans and specifications approved by a licensed contractor and by Landlord. All Alterations shall be constructed by a licensed contractor in accordance with all Laws using new materials of good quality.

- b. Tenant shall not commence construction of any Alterations until:
  - i. all required governmental approvals and permits have been obtained,
  - ii. all requirements regarding insurance imposed by this Lease have been satisfied,
  - iii. Tenant has given Landlord at least ten (10) days' prior written notice of Tenant's intention to commence construction, and
  - iv. Tenant has provided to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to one and one-half (12) the estimated cost of the Alterations, to insure Landlord against any liability for mechanics' and material suppliers' liens and to ensure completion of the Alterations.

c. Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished in connection with the Alterations that are or may become mechanics' or material suppliers' liens against the Premises or the Premises or any interest in them. Tenant shall have the right to, in good faith, contest the validity of any lien, claim, or demand, provided that Tenant shall, at Tenant's sole expense, defend Landlord against the lien, claim, or demand, and, upon the request of Landlord, Tenant shall furnish to Landlord a surety bond in an amount equal to the contested lien, claim, or demand indemnifying Landlord against liability and holding the Premises free from the effect of the lien, claim, or demand. In addition, Landlord may require Tenant to pay Landlord's attorney fees and costs in connection with the defense of any lien, claim, or demand. Tenant shall pay and satisfy any adverse judgment that may be rendered to enforce the lien, claim, or demand against the Landlord, the Premises, or the Premises.

d. All Alterations shall be and remain the property of Tenant during the term of this Lease but shall not be altered or removed from the Premises. At the expiration or sooner termination of the term of this Lease, all Alterations shall become the property of Landlord, and Landlord shall have no obligation to reimburse Tenant for any portion of the value or cost. However, Landlord shall have the right to require Tenant to remove any Alterations, in that case, Tenant shall remove the Alterations prior to the expiration or sooner termination of the term of this Lease.

e. Tenant shall make any alteration, addition, or change of any sort to the Premises that is required by any Law because of:

- i. Tenant's particular use or change of use of the Premises;
- ii. Tenant's application for any permit or governmental approval; or
- iii. Tenant's construction or installation of any Alterations.

Any other alteration, addition, or change required by law shall be the responsibility of Landlord, subject, if any, to Landlord's right of reimbursement in Section 5 or 6.

10. Personal Property.

Any personal property of Tenant not affixed to the Premises shall be remain the property of Tenant and may be removed at the expiration of the Term or any extension.

11. Trade Fixtures.

a. Tenant shall have the right, at any time and from time to time during the Term and any renewal or extension, at Tenant's sole cost and expense, to install and affix in, to, or on the Premises items for use in Tenant's trade or business that Tenant, in Tenant's sole discretion, deems advisable (collectively, "Trade Fixtures"). Trade Fixtures or any other equipment installed in the Premises by Tenant shall remain the property of Tenant and may be removed at the expiration of the Term or any extension, provided that any damage to the Premises caused by the removal of Trade Fixtures or equipment shall be repaired by Tenant, and further provided that Landlord shall have the right to keep any Trade Fixtures or equipment that Tenant otherwise elects to abandon.

b. As security for Tenant's performance of this Lease, Tenant grants to Landlord a security interest in all Trade Fixtures owned by Tenant and now or later placed on the Premises by Tenant. Any right given Tenant by the provisions of Section 11(a) to remove the Trade Fixtures shall be exercisable only if, at the time of the removal, Tenant is not in default in performance of this Lease. Tenant may, however, at any time Tenant is not in default in performance of this Lease, trade in or replace any Trade Fixture, free of the security interest created by this Section. This security interest will then attach to the item that replaced the previous Trade Fixture. Upon default under this Lease, Landlord shall immediately have, as to the Trade Fixtures, the remedies provided to a secured party under the UCC in California.

c. Any Trade Fixtures that are not removed from the Premises by Tenant within thirty (30) days after the Termination Date shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as the owner of the real property to which they are affixed and not due to the lien provided to Landlord in Section 11(b).

12. Insurance.

a. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease:

- i. Commercial general liability insurance, including property damage, against liability for bodily injury, personal injury, death, and damage to property occurring on the Premises with combined single limit coverage of at least One Million Dollars (\$1,000,000) per occurrence and a general aggregate combined single limit of bodily injury and property damage liability of at least Two Million Dollars (\$2,000,000); that policy shall include contractual

liability, insuring Tenant's performance of indemnification obligations contained in this Lease;

- ii. Fire and all risk property damage insurance, insuring any Alterations and all of Tenant's equipment and Trade Fixtures located on the Premises for full replacement cost; and

b. Where applicable, each policy of insurance required to be carried by Tenant pursuant to Section 12(a):

- i. shall name Landlord and any other parties in interest that Landlord reasonably designates as additional insureds;
- ii. shall be primary insurance that provides that the insurer shall be liable for the full amount of the loss without the right of contribution from any other insurance coverage of Landlord;
- iii. shall be in a form satisfactory to Landlord;
- iv. shall be carried with companies reasonably acceptable to Landlord or may be through a program of self-insurance, a Joint Powers Authority, or a combination of both;
- v. shall provide that the policy shall not be subject to cancellation, lapse, or change, except after at least thirty (30) days' prior written notice to Landlord;
- vi. shall not have a deductible in excess of any amount reasonably approved by Landlord;
- vii. shall contain a cross liability endorsement; and
- viii. shall contain a severability clause.

If Tenant has in full force a blanket policy of liability insurance with the same coverage for the Premises as described in Section 12(a), that blanket insurance shall satisfy the requirements of Section 12(a), provided that the blanket policy specifically states the address of the Premises as being covered. A copy of each policy evidencing the insurance required to be carried by Tenant pursuant to Section 12(a) or a certificate of the insurer, certifying that the policy has been issued, which provides the coverage required by Section 12(a) and which contains the specified provisions, shall be delivered to Landlord prior to the time Tenant takes possession of the Premises and upon renewal of those policies, not less than thirty (30) days prior to the expiration of the term of the coverage.

c. Landlord may maintain, subject to reimbursement pursuant to Section 5, the following policies of insurance:

- i. a policy of fire and all risk property damage insurance insuring Landlord against loss of rents for a period of not less than twelve (12) months and from physical damage to the Premises, with coverage of not less than the full replacement cost. Landlord may insure the Premises separately, or may insure the Premises with other property owned by Landlord that Landlord elects to insure together under the same policy. Any fire and property damage insurance:
  - (1) may be endorsed to cover loss caused by any additional perils against which Landlord may elect to insure, including earthquake or flood, and to provide any additional coverage Landlord reasonably requires, and
  - (2) shall contain reasonable deductibles, which in the case of earthquake and flood insurance, may be up to 10 percent (10%) of the replacement value of the property insured or any higher amount that is then commercially reasonable. Landlord shall not be required to insure any Alterations constructed by Tenant;
- ii. a policy of commercial general liability insurance insuring Landlord against liability for personal injury, bodily injury, death, and damage to property occurring or resulting from an occurrence in, on, or about the Premises, with combined single limit coverage of at least One Million Dollars (\$1,000,000) and general aggregate combined single limit of bodily injury and property damage liability of Two Million Dollars (\$2,000,000).

d. Tenant shall pay any increase in Landlord's property insurance over the amount of the premium immediately prior to the commencement of the Term that is attributed by Landlord's insurance carrier to the nature of Tenant's occupancy or any act or omission of Tenant.

e. Tenant and Landlord each release the other and waive the entire right of recovery against the other for any damage or liability arising out of or incident to the perils insured against, whether due to the negligence of Landlord, Tenant, or their respective employees, agents, contractors, and invitees. Prior to obtaining the required policies of insurance, Tenant and Landlord shall notify their respective insurance carriers that the previous waiver of subrogation is in this Lease.

### 13. Damage and Destruction.

a. If the Premises are destroyed or damaged to the extent of 10 percent (10%) or more of the then full replacement cost from a cause not insured against under either Landlord's or Tenant's casualty insurance policy, Landlord shall have the right to terminate this Lease by giving written notice of termination to Tenant within thirty (30) days after the date of the damage or destruction, in which case this Lease shall terminate as of the receipt by Tenant of Landlord's notice. If the Lease is not so terminated, then Landlord shall diligently proceed to repair and restore the Premises.

b. If the Premises are destroyed or damaged to the extent of 10 percent (10%) or more of the then full replacement cost from a cause covered by either Tenant's or Landlord's casualty

insurance, and that damage or destruction may be repaired or restored within ninety (90) days after commencement of repair or restoration, then Landlord shall diligently proceed to repair and restore the Premises. If Landlord determines that the Premises cannot be repaired or restored within that period, then Landlord shall have the right to terminate this Lease by written notice to Tenant given within sixty (60) days after the date of damage or destruction; Tenant's obligation to pay rent and other charges under this Lease shall terminate as of the date of the damage or destruction or as of the date Tenant ceases to do business at the Premises, whichever date is later.

c. If the Building or the Premises is damaged to the extent of 50 percent (50%) or more of its replacement cost, Landlord may elect to terminate this Lease by written notice to Tenant given within sixty (60) days after the date of damage or destruction, whether the Premises are affected or not; in that case, this Lease shall terminate as of the receipt by Tenant of Landlord's notice.

d. If, in any case that is the subject of Section 13, the Premises or any portion of the Premises is rendered unfit for use and occupancy and this Lease is not terminated as provided above, a just proportion of the Base Rent, in light of the nature and extent of the damage, shall be abated until the Premises are restored by Landlord as provided above, excluding any fixtures or items installed or paid for by Tenant that Tenant is entitled or required to remove under this Lease.

e. Except as expressly provided in this Lease, damage to or destruction of the Premises shall not terminate this Lease or result in any abatement of rentals. Tenant waives any right of offset against Tenant's rental obligations that may be provided by any statute or rule of law in connection with Landlord's duties of repair and restoration under the provisions of this Lease.

f. Landlord shall not be responsible for any loss, damage, or destruction to Tenant's leasehold improvements or to fixtures, inventory, or other Tenant-owned improvements or property.

14. **Condemnation.** If any part of the Premises is condemned or otherwise taken under the power of eminent domain or conveyed in lieu of condemnation, and the condemnation or taking materially and adversely affects Tenant's occupancy of the Premises, either party shall, at each party's option, have the right to terminate this Lease. If any part of the Premises is condemned or taken and that materially and adversely affects the normal operation of the Building, Landlord, at Landlord's option, may terminate this Lease. In either event, Landlord shall receive any award that may be paid in connection with any condemnation or taking, and Tenant shall have no claim or interest in any award, whether or not the award or any part of it is attributable to the value of the unexpired term of this Lease. If a part of the Premises is condemned or taken, and neither party elects to terminate this Lease, but the Premises have been damaged as a consequence, Landlord agrees to use the proceeds of any reward for relocation, modification, restoration or repair. If the Premises is temporarily condemned or taken, this Lease shall be unaffected, and Tenant shall continue to pay all rent payable under this Lease; provided, however, that in such case, Tenant shall be entitled to receive that portion of any award that represents compensation for the use or occupancy of the Premises.

15. **Utilities.** Tenant shall promptly pay, as they become due, all charges for water, gas, electricity, telephone, sewer service, waste pick-up, and any other utilities or services furnished directly to or used by Tenant on or about the Premises, including, without implied limitation, any connection or hook-up fees and any penalties for discontinued or interrupted service. Tenant shall



install a separate meter for each utility, at Tenant's expense, to measure the utility service supplied to the Premises.

16. Assignment and Subletting.

a. The terms and conditions in this Lease were offered solely to Tenant as an inducement to lease the Premises. Landlord would not necessarily lease the Premises to another tenant on such favorable terms and conditions, it being understood that Landlord is specifically relying on the identity of Tenant in agreeing to the terms and conditions in this Lease. Tenant acknowledges that the lease terms and conditions are for Tenant's benefit only so long as Tenant operates the business allowed by this Lease, and that Tenant is not entering into this Lease for any other purpose, such as the recognition of a leasehold value that it could later sell. It is understood and agreed that any value, upon the early termination of Tenant's occupancy of the Premises, shall revert to Landlord, either by termination of this Lease or as a condition of assignment or subletting, as provided in this Section. But for the previously stated reasons, Landlord would not enter into this Lease. Therefore, Tenant shall not voluntarily, involuntarily, or by operation of laws, without the prior written consent of Landlord, that Landlord may withhold in Landlord's sole, absolute and subjective discretion:

- i. sublet all or any part of the Premises or allow it to be sublet, occupied, or used by any person or entity other than Tenant;
- ii. assign Tenant's interest in this Lease;
- iii. mortgage or encumber the Lease, or otherwise use the Lease as a security device in any manner; or
- iv. amend or modify an assignment, sublease, or other transfer that has been previously approved by Landlord.

Any action taken or proposed to be taken pursuant to Section 16(a) shall be collectively referred to as an Assignment, and any third party succeeding to all or a portion of Tenant's interest under this Lease or proposed to succeed to all or a portion of Tenant's interest under this Lease shall be referred to as an Assignee. If Tenant is a corporation, any dissolution, merger, consolidation, or other reorganization of Tenant, any sale or transfer or cumulative sales or transfers of the capital stock of Tenant in excess of 25 percent (25%) or any sale or cumulative sales of 51 percent (51%) or more of the value of Tenant's assets shall be deemed an Assignment. However, the previous provisions shall not apply to corporations, the capital stock of which is publicly traded.

b. Tenant shall pay to Landlord, as an additional rent, all reasonable costs and attorney fees incurred by Landlord in connection with the evaluation, processing, or documentation of any requested Assignment, whether or not Landlord's consent is granted. Landlord's reasonable costs shall include the cost of any review or investigation performed by Landlord or consultant acting on behalf of Landlord of:

- i. any Hazardous Substances used, stored, released, or disposed of by the proposed Assignee, or

ii. violations of any Environmental Law by the Tenant or the proposed Assignee.

c. Any Assignment approved by Landlord shall not be effective until Tenant has delivered to Landlord an executed counterpart of the document evidencing the Assignment that:

- (1) is in form and substance reasonably satisfactory to Landlord, and
- (2) contains the same terms and conditions as stated in Tenant's notice given to Landlord pursuant to Section 16(c).

d. Any attempted Assignment without Landlord's consent shall constitute an Event of Default and shall be voidable at Landlord's option. Landlord's consent to any one Assignment shall not constitute a waiver of the provision of Section 16 as to any subsequent Assignment or a consent to any subsequent Assignment. No Assignment, even with the consent of Landlord, shall relieve Tenant of the obligation to pay the rent and to perform all of the other obligations to be performed by Tenant. The acceptance of rent by Landlord from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease, nor to be a consent to any Assignment.

e. At least sixty (60) days before a proposed Assignment is to become effective, Tenant shall give Landlord written notice of the proposed terms of the Assignment and request Landlord's approval, which notice shall include the following:

- i. the name and legal composition of the Assignee;
- ii. a current financial statement of the Assignee, financial statements of the Assignee covering the preceding three (3) years, if they exist, and, if available, an audited financial statement of the Assignee for a period ending not more than one (1) year prior to the proposed effective date of the Assignment, all of which are to be prepared in accordance with generally accepted accounting principles;
- iii. the nature of the Assignee's business to be carried on in the Premises;
- iv. a statement of all consideration to be given on account of the Assignment; and
- v. any other information that Landlord requests.

f. Landlord's consent to a requested Assignment shall not be unreasonably withheld, but may be conditioned on amending the economic provisions of the Lease to the then current fair market levels or the other terms of the Lease, and be subject to the payment to Landlord of all consideration paid or to be paid by the Assignee to the Tenant.

g. Notwithstanding compliance of a proposed Assignment with the provisions of Section 16, if Landlord no longer desires Tenant to be bound, Landlord, in Landlord's sole and arbitrary

discretion, in lieu of consenting to the proposed Assignment, by written notice to Tenant, may refuse to consent to the proposed Assignment, and Landlord may terminate this Lease effective thirty (30) days after receipt of notice, and Tenant and Landlord shall then be relieved of all subsequent liability under this Lease. ANY ASSIGNMENT, SUBLETTING, OCCUPANCY, OR USE WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD, SHALL BE VOID AND SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER THIS LEASE. TENANT SPECIFICALLY UNDERSTANDS AND AGREES THAT AT ANY TIME AN EVENT OF DEFAULT OCCURS AND IS CONTINUING, TENANT SHALL HAVE NO RIGHT TO ASSIGN TENANT'S INTEREST IN THIS LEASE, AND LANDLORD SHALL HAVE NO OBLIGATION TO GIVE LANDLORD'S APPROVAL UNDER THIS SECTION IF TENANT ATTEMPTS AN ASSIGNMENT OR SUBLETTING WHILE IN DEFAULT.

h. If Tenant's obligations under this Lease have been guaranteed by third parties, any Assignment of Tenant's interest under this Lease and Landlord's consent shall not be effective unless those guarantors give written consent to the Assignment.

i. If an Event of Default occurs and is continuing, Landlord may proceed directly against Tenant, any Assignee, any guarantors, or any other party responsible for the performance of this Lease, without first exhausting Landlord's remedies against any other party responsible to Landlord, or resorting to any security held by Landlord.

j. If an Event of Default occurs and is continuing, Landlord may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of Tenant under any sublease, provided, however, that Landlord shall not be liable for any amounts paid by the subtenant to Tenant or for any defaults by Tenant under the sublease.

k. Every provision of Section 16 shall be binding on any Assignee as if that Assignee were the tenant under this Lease.

l. No Assignee shall further assign or sublet the Premises without Landlord's prior written consent.

m. Landlord's consent to any Assignment shall not constitute an acknowledgment that no default exists under this Lease, nor shall consent be deemed a waiver of any existing default, except as otherwise stated by Landlord at the time.

## 17. Indemnity.

a. Tenant agrees to indemnify, defend, and hold Landlord, and Landlord's employees, agents and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from:

- i. any cause occurring in or about or resulting from an occurrence in or about the Premises during the Lease Term,

- ii. the negligence or willful misconduct of Tenant or Tenant's agents, employees, and contractors, wherever it occurs, or
- iii. an Event of Tenant's Default.

The provisions of Section 17(a) shall survive the expiration or sooner termination of this Lease.

b. Landlord shall not be liable to Tenant, nor shall Tenant be entitled to terminate this Lease or to any abatement of rent for any damage to Tenant's property or any injury to Tenant or any of Tenant's employees, agents, or invitees, or loss to Tenant's business arising out of any cause, including, without implied limitation:

- i. the failure, interruption, or installation of any heating, air conditioning, or ventilation equipment;
- ii. the loss or interruption of any utility service;
- iii. the failure to furnish or delay in furnishing any utilities or services when the failure or delay is caused by fire or other casualty, the elements, labor disputes, acts of God, or any other circumstance beyond the control of Landlord;
- iv. the limitation, curtailment, rationing, or restriction on the use of water or electricity, gas or any other form of utility;
- v. vandalism, malicious mischief, or forcible entry by unauthorized persons or the criminal act of any person; or
- vi. seepage, flooding, or other penetration of water into any portion of the Premises.

18. Default. Each of the following shall constitute an event of default under this Lease (each, Event of Default):

- a. Tenant's failure to make any payment required under this Lease when due;
- b. The failure of Tenant to perform any of the covenants, conditions, or provisions of this Lease to be performed by Tenant, other than those requiring any payment to Landlord, where this failure continues for a period of thirty (30) days after written notice from Landlord to Tenant. However, if the nature of Tenant's failure reasonably requires more than thirty (30) days for cure, Tenant shall not be deemed to be in default if Tenant commences to cure within the thirty (30) day period and thereafter diligently continues this cure to completion;
- c. Any of the following:

- i. The making by Tenant of any general arrangements or assignments for the benefit of creditors;
- ii. Tenant's becoming a debtor as defined in 11 USCS 101 or any successor statute, unless, in the case of a petition filed against Tenant, it is dismissed within sixty (60) days after filing;
- iii. The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days of this appointment; or
- iv. The attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where this seizure is not discharged within thirty (30) days after the seizure.
- d. The vacation or abandonment of the Premises by Tenant;
- e. Tenant's Assignment in violation of Section 16.

19. Remedies. Upon the occurrence of an Event of Default, Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, shall have the right to:

a. terminate this Lease and all rights of Tenant by giving Tenant written notice that this Lease is terminated, in which case Landlord may recover from Tenant the sum of:

- i. the worth at the time of award of any unpaid rent that had been earned at the time of termination;
- ii. the worth at the time of award of the amount by which (A) the unpaid rent that should have been earned after termination until the time of award exceeds (B) the amount of rental loss, if any, as Tenant affirmatively proves could have been reasonably avoided;
- iii. the worth at the time of award of the amount by which (A) the unpaid rent for the balance of the term after the time of award exceeds (B) the amount of rental loss, if any, as Tenant affirmatively proves could be reasonably avoided;
- iv. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations or that, in the ordinary course of things, would be likely to result; and
- v. all other amounts in addition to or in lieu of those previously stated as may be permitted from time to time by California law.

As used in clauses (i) and (ii) of this Section, the worth at the time of award is computed by allowing interest at the rate of 10 percent (10%) per annum. As used in clause (iii) of this Section,

the worth at the time of award is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1 percent (1%). As used in this Section the term rent shall include Base Rent, Percentage Rent, and any other payments required by Tenant.

b. Continue this Lease, and from time to time, without terminating this Lease, either (i) recover all rent and other amounts payable as they become due or (ii) relet the Premises or any part of the Premises on behalf of Tenant for any term, at any rent, and pursuant to any other provisions as Landlord deems advisable, all with the right, at Tenant's cost, to make alterations and repairs to the Premises.

c. Upon the occurrence of an Event of Default, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises. Landlord may cause property so removed from the Premises to be stored in a public warehouse or elsewhere at the expense and for the account of Tenant.

d. None of the following remedial actions, singly or in combination, shall be construed as an election by Landlord to terminate this Lease unless Landlord has in fact given Tenant written notice that this Lease is terminated or unless a court of competent jurisdiction decrees termination of this Lease: any act by Landlord to maintain or preserve the Premises; any efforts by Landlord to relet the Premises; any re-entry, repossession, or reletting of the Premises; or any re-entry, repossession, or reletting of the Premises by Landlord pursuant to this Article. If Landlord takes any of the previous remedial actions without terminating this Lease, Landlord may nevertheless at any time after taking any remedial action terminate this Lease by written notice to Tenant.

e. If Landlord relets the Premises, Landlord shall apply the revenue as follows: first, to the payment of any indebtedness, other than rent due from Tenant to Landlord; second, to the payment of any cost of reletting, including without limitation finder's fees and leasing commissions; third, to the payment of the cost of any maintenance and repairs to the Premises; and fourth, to the payment of rent and other amounts due and unpaid. Landlord shall hold and apply the residue, if any, to payment of future amounts payable as they become due. Should revenue from reletting during any month, after application pursuant to the foregoing provisions, be less than the sum of (i) Landlord's expenditures for the Premises during that month and (ii) the amounts due from Tenant during that month, Tenant shall pay the deficiency to Landlord immediately upon demand.

f. After the occurrence of an Event of Default, Landlord, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Tenant; provided that Landlord by prior notice shall first allow Tenant a reasonable opportunity to cure, except in cases of emergency, where Landlord may proceed without prior notice to Tenant. Tenant shall, upon demand, immediately reimburse Landlord for all costs, including costs of settlements, defense, court costs, and attorney fees, that Landlord may incur in the course of any cure.

g. No security or guaranty for the performance of Tenant's obligations, which Landlord may now or hereafter hold, shall in any way constitute a bar or defense to any action initiated by Landlord for unlawful detainer or for the recovery of the Premises, for enforcement of any obligation

of Tenant, or for the recovery of damages caused by a breach of this Lease by Tenant or by an Event of Default.

h. Except insofar as this is inconsistent with or contrary to any provisions of this Lease, no right or remedy conferred upon or reserved to either party is intended to be exclusive of any other right or remedy given now or later or existing at law or in equity or by statute. Except to the extent that either party may have otherwise agreed in writing, no waiver by that party of any violation or nonperformance by the other party of any obligations, agreements, or covenants shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by either party to exercise a remedy for any violation or nonperformance by the other party be deemed a waiver by that party of rights or remedies with respect to that violation or nonperformance.

20. Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises, the name and address for that holder having been furnished to Tenant in writing, specifying in what respect Landlord has failed to perform the obligation. However, if Landlord's obligation requires more than thirty (30) days for performance, Landlord shall not be in default if Landlord commences to perform within the thirty (30) day period and afterwards diligently completes it.

21. Exculpation of Landlord. Notwithstanding any provisions to the contrary contained in this Lease, neither Landlord nor any of Landlord's board members, employees, affiliates, attorneys, advisors, or agents shall have any personal liability directly or indirectly with regard to this Lease or the transaction described in this Lease, or any agreements made or entered into under or in connection with this Lease or any amendment or amendments to any of the foregoing made at any time. If Tenant asserts any claim arising out of or in connection with this Lease or the transaction described in this Lease, Tenant's sole recourse shall be to the estate and interest of Landlord in and to the Premises. No other properties or assets of Landlord shall be subject to levy, attachment, execution, or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant arising out of or in connection with this Lease or the transaction described in this Lease. Neither Landlord nor Landlord's employees agents contractors, advisors or affiliates shall have any personal liability or obligation whatsoever in connection with this Lease.

22. Late Charges. Tenant acknowledges that late payment of sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Therefore, if any sum due from Tenant is not received by Landlord when due, then without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to 10 percent (10%) of the overdue sum. The parties agree that the late charge represents a fair and reasonable estimate of the costs Landlord will incur because of late payment by Tenant. Acceptance of the late charge by Landlord shall not constitute a waiver of Tenant's default for the overdue sum, nor prevent Landlord from exercising any of the other rights and remedies in this Lease.

23. Interest on Past Due Obligations. Any amount that is due to Landlord and not paid when due shall bear interest from the date due at the maximum rate then allowable by law; provided, however,

that interest shall not be payable on late charges incurred by Tenant. Payment of the interest shall not cure any default by Tenant under this Lease.

24. Subordination.

a. This Lease shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or later placed upon the Premises and to any advances made on the security of it or Landlord's interest in it, and to all renewals, modifications, consolidations, replacements, and extensions of it. However, if any mortgagee, trustee, or ground landlord elects to have this Lease prior to the lien of the mortgage or deed of trust or prior to the ground lease, and gives notice of that to Tenant, this Lease shall be deemed prior to the mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of the mortgage, deed of trust, or ground lease, or the date of recording. If any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, Tenant shall attorn to the purchaser at the foreclosure sale or to the grantee under the deed in lieu of foreclosure. If any ground lease to which this Lease is subordinate is terminated, Tenant shall attorn to the ground lessor. Tenant agrees to execute any documents, in form and substance reasonably acceptable to Tenant, required to subordinate, to make this Lease prior to the lien of any mortgage or deed of trust or ground lease, or to evidence the attornment.

b. If any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, or if any ground lease to which this Lease is subordinate is terminated, this Lease shall not be barred, terminated, cut off, or foreclosed. Neither shall the rights and possession of Tenant under this Lease be disturbed, if Tenant is not then in default in the payment of rental and other sums due under this Lease or otherwise in default under the terms of this Lease, and if Tenant attorns to the purchaser, grantee, or ground lessor as provided in Section 24(a) or, if requested, enters into a new lease for the balance of the term of this Lease on the same terms and provisions in this Lease. Tenant's covenant under Section 24(a) to subordinate this Lease to any ground lease, mortgage, deed of trust, or other hypothecation later executed is conditioned on each senior instrument containing the commitments specified in this subsection.

25. Estoppel Certificates.

a. At all times during the term of this Lease, each party agrees, following any request by the other party, promptly to execute and deliver to the requesting party within ten (10) days following delivery of a request an estoppel certificate:

- i. certifying that this Lease is unmodified and in full force, or if modified stating the nature of the modification and certifying that this Lease, as so modified, is in full force,
- ii. stating the date to which the rent and other charges are paid in advance, if any,
- iii. acknowledging that there are not, to the certifying party's knowledge, any uncured defaults on the part of any party, or if there are uncured defaults, specifying the nature of the defaults, and



- iv. certifying any other information about the Lease as may be reasonably required by the requesting party.

b. A failure to deliver an estoppel certificate within ten (10) days after delivery of a request shall be a conclusive admission that, as of the date of the request for such statement:

- i. this Lease is unmodified except as may be represented by the requesting party in the request and is in full force,
- ii. there are no uncured defaults in the requesting party's performance, and
- iii. no rent has been paid more than thirty (30) days in advance.

c. At any time during the term of this Lease, Tenant shall, upon ten (10) days' prior written notice from Landlord, provide Tenant's most recent financial statement and financial statements covering the three (3) year period prior to the date of the most recent financial statement to any existing or potential lender or buyer of the Premises. The statements shall be prepared in accordance with generally accepted accounting principles and, if it is the normal practice of Tenant, shall be audited by an independent certified public accountant.

26. Right of Relocation.

a. Landlord may elect by written notice to Tenant to relocate all or a portion of the Premises or all or a portion of the improvements on the Premise to another location controlled by the Landlord ("Substitute Premises") designated by Landlord, in Landlord's sole and absolute discretion. Landlord's notice shall be accompanied by a plan of the Substitute Premises. Tenant shall vacate and surrender the Premises and shall occupy the Substitute Premises promptly (and, in any event, not later than 30 days) after Landlord has substantially completed the work to be performed by Landlord in the Substitute Premises pursuant to Subsection 26(b), if any. This Lease shall remain in full force and effect, and the Substitute Premises shall thereafter be deemed to be the Premises.

b. Tenant shall not be entitled to any compensation for any inconvenience or interference with Tenant's business, nor to any abatement or reduction of the Basic Monthly Rent, but Landlord shall, at Landlord's expense, do the following: (i) furnish and install in the Substitute Premises fixtures, equipment, improvements, appurtenances and leasehold improvements at least equal in kind and quality to those contained or to be contained in the Premises at the time such notice of substitution is given by Landlord; (ii) provide personnel to perform under Tenant's direction the moving of Tenant's property from the Premises to the Substitute Premises; (iii) promptly reimburse Tenant for Tenant's actual and reasonable out-of-pocket costs incurred in connection with the relocation of any telephone or other communications equipment from the Premises to the Substitute Premises; and (iv) promptly reimburse Tenant for any other actual and reasonable out-of-pocket costs incurred by Tenant in connection with Tenant's move from the Premises to the Substitute Premises provided such costs are approved by Landlord in advance, which approval shall not be unreasonably withheld. Tenant agrees to cooperate with Landlord so as to facilitate the prompt completion by Landlord of its obligations under this Section and the prompt surrender by Tenant of the Premises. Without limiting the generality of the preceding sentence, Tenant agrees (a) to provide to Landlord promptly any approvals or instructions and any plans and specifications or any other information reasonably requested by Landlord and (b) to perform promptly in the Substitute Premises any work to be performed therein by Tenant to prepare the same for Tenant's occupancy.

27. Transfer by Landlord. If Landlord transfers the Premises, Landlord shall be relieved of all liability for the performance of Landlord's obligations after the date of the transfer. However, any prepaid rent or security deposit held by Landlord at the time of the transfer shall be delivered to the transferee.

28. Severability. If any provision of this Lease is held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.

29. Time of Essence. Time is of the essence under this Lease.

30. Additional Rent. All monetary obligations of Tenant to Landlord under the Lease, including, without implied limitation, the Base Rent, Operating Expenses, and the Percentage Rent, shall be deemed rent.

31. Entire Agreement.

a. This Lease constitutes the entire agreement between Landlord and Tenant, and there are no agreements or representations between the parties except as expressed in this Lease. Tenant acknowledges that neither Landlord nor Landlord's representatives have made any legally binding representation or warranty as to any matter except those expressly set forth, including any warranty as to:

- i. whether the Premises may be used for Tenant's intended use under existing law,
- ii. the suitability of the Premises or the Premises for the conduct of Tenant's business, or
- iii. the condition of any improvements.

b. There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels all previous negotiations, arrangements, brochures, agreements, and understandings, if any, between Landlord and Tenant with respect to the subject matter of this Lease. This instrument shall not be legally binding until it is executed by both Landlord and Tenant. No subsequent change or addition to this Lease shall be binding unless in writing and signed by Landlord and Tenant.

32. Notices. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing and shall be deemed given when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to Tenant at:

Dr. James L. Buysse  
Riverside Community College District  
4800 Magnolia Avenue  
Riverside, CA 92506-1299

Dr. Monte Perez  
Riverside Community College District  
Moreno Valley Campus  
61630 Lasselle St.  
Moreno Valley, CA 92551

or to Landlord at:

March Joint Powers Authority  
P.O. Box 7480  
Moreno Valley, CA 92552

Either party, Tenant or Landlord, may change the address for the purpose of this Section by giving written notice of the change to the other party in the manner provided in this Section.

33. Waivers. No waiver by Landlord, nor any provisions in this Lease shall be deemed a waiver of any other provision of this Lease, of any subsequent breach of this Lease by Tenant, or of any

other provision. Landlord's consent to or approval of any act by Tenant shall not waive the necessity for Landlord's consent to or approval of any subsequent act by Tenant. Landlord's acceptance of rent shall not be a waiver of any preceding breach of Tenant, other than Tenant's failure to pay the rent that Landlord accepted, regardless of Landlord's knowledge of the preceding breach at the time of acceptance of the rent.

34. No Recording. Neither party shall, without the express written consent of the other, execute, acknowledge, or record a memorandum of this Lease.

35. Surrender of the Premises.

a. Upon the expiration or sooner termination of this Lease, Tenant shall vacate and surrender the Premises to Landlord in the same condition as existed at the Commencement Date, except for:

- i. reasonable wear and tear, and
- ii. damage caused by any peril or condemnation.

b. If Landlord so requests, Tenant shall, prior to the expiration or sooner termination of this Lease:

- i. remove any Alterations that Tenant is required to remove pursuant to this Lease and repair all damage caused by such removal, and
- ii. return the Premises or any part of the Premises to its original configuration existing as of the time the Premises were delivered to Tenant.

c. If the Premises are not so surrendered at the termination of this Lease, Tenant shall be liable to Landlord for all costs incurred by Landlord in returning the Premises to the required condition. Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in surrendering the Premises, including without limitation any claims made by any succeeding tenant or losses to Landlord due to lost opportunities to lease to succeeding tenants.

36. Holding Over. At the end of the Term, or any extension, if Tenant holds over for any reason, it is hereby agreed that in the absence of a written agreement to the contrary that tenancy shall be from month—to-month only and not a renewal of this Lease, nor an extension for any further term. In that case, Tenant shall pay Base Rent in an amount equal to 200 percent (200 %) of the Base Rent payable prior to the end of the Term or any extension, and the month-to-month tenancy shall be subject to every other term, covenant, and condition contained in this Lease that is consistent with and not contrary to a month—to-month tenancy.

37. Cumulative Remedies. No remedy of election under this Lease shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

38. Covenants and Conditions. Each term of this Lease performable by Tenant shall be deemed both a covenant and a condition.

39. Binding Effect. Subject to Section 16, this Lease shall be binding on and inure to the benefit of the parties and their successors and assigns.

40. Attorney Fees. If either party brings an action to enforce the Lease, the prevailing Party, shall be entitled to reasonable attorney fees as determined by the court. Prevailing party shall include without limitation:

- a. a party who dismisses an action in exchange for sums allegedly due;
- b. a party who receives performance from the other party for an alleged breach of covenant or who receives a desired remedy that is substantially equal to the relief sought in an action; or
- c. a party determined to be the prevailing party by a court of law.

41. Entry.

a. Landlord and its agents may enter the Premises at any reasonable time after giving at least twenty-four (24) hours' prior written notice to Tenant, and immediately in the case of emergency, for the purpose of:

- i. inspecting the Premises;
- ii. posting notices of non-responsibility;
- iii. supplying any service to be provided by Landlord to Tenant;
- iv. showing the Premises to prospective purchasers, mortgagees, or tenants;
- v. making necessary alterations, additions, or repairs;
- vi. performing Tenant's obligations when Tenant has failed to do so after written notice from Landlord;
- vii. placing on the Premises ordinary for lease signs or for sale signs; and
- viii. responding to an emergency.

b. Landlord shall have the right to use any means Landlord deems necessary and proper to enter the Premises in an emergency. Any entry into the Premises obtained by Landlord in accordance with this Section shall not be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, actual or constructive, of Tenant from the Premises.

42. Signs. Tenant shall not place, maintain, nor permit on any exterior door, wall, or window of the Premises, any sign, awning, canopy, marquee, or other advertising without the express written consent of Landlord. Furthermore, Tenant shall not place any decoration, lettering, or advertising

matter on the glass of any exterior show window of the Premises without the written approval of Landlord. If Landlord consents to any sign, awning, canopy, marquee, decoration, or advertising matter, Tenant shall maintain it in good appearance and repair at all times during this Lease. If at the end of the term of this Lease, any of the items mentioned in this Section are not removed from the Premises by Tenant, that item may, without damage or liability, be destroyed by Landlord.

43. Merger. The voluntary or other surrender of this Lease by Tenant, a mutual cancellation of this Lease, or a termination by Landlord shall not cause a merger, and shall, at the option of Landlord, terminate all existing subtenancies or may, at the option of Landlord, cause an assignment to a Landlord of all of these subtenancies.

44. Security Measures. Tenant acknowledges that Landlord shall have no obligation to provide any guard service or other security measures to the Premises, and Tenant assumes all responsibility for the protection of Tenant, Tenant's agents, invitees, and customers, and the property of Tenant and of Tenant's agents, invitees, and customers from acts of third parties. Nothing in this Lease shall prevent Landlord, at Landlord's sole option, from providing security protection for the Premises, the cost of which shall be included within the definition of Operating Expenses, as set forth in Section 5(b).

45. Authority. Each individual executing this Lease on behalf of Tenant represents and warrants that individual is duly authorized to execute and deliver this Lease on behalf of the corporation in accordance with the bylaws of the corporation, or on behalf of the partnership in accordance with the partnership agreement of the partnership, and that this lease is binding upon the corporation or partnership, as applicable, in accordance with its terms. Each of the persons executing this Lease on behalf of a corporation covenants and warrants that the party for whom the person is executing this Lease is a duly authorized and existing corporation, that it is qualified to do business in California, and that the corporation has full right and authority to enter into this Lease.

46. Governing Law. This Lease shall be governed by California law, and any litigation concerning this Lease between the parties shall be initiated in the Superior Court of Riverside County.

47. Nondiscrimination. Tenant herein covenants by and for itself and assigns, and all persons claiming under or through Tenant and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises nor shall the Tenant, itself, or any person claiming under or through Tenant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises.

48. Americans with Disabilities Act.

a. Tenant shall comply with all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Any repairs, replacements, alterations, and improvements of Tenant shall comply with ADA requirements then in effect and be the sole responsibility and liability of Tenant.

49. Offer. Preparation of this Lease by Landlord or Landlord's agent and submission to Tenant shall not be deemed an offer to lease. This lease shall become binding on Landlord and Tenant only when fully executed by Landlord and Tenant.

The parties have executed this Lease as of the date first set forth above.

LANDLORD:

THE MARCH JOINT POWERS AUTHORITY,  
a California public agency

By: \_\_\_\_\_  
Mark R. Yarborough, Chairman

ATTEST:

Carey A. Allen, Secretary

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

John E. Brown, Agency Counsel

TENANT:

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: James L. Buysse, Vice Chancellor  
Administration & Finance



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
RESOURCES COMMITTEE MEETING  
June 9, 2009 – 8:30 p.m. (or immediately following the conclusion  
of the Governance Board Committee Meeting)  
Board Room AD122, Riverside City College

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

AGENDA

VI. Board Committee Reports

B. Resources Committee

1. Tentative Budget for 2009-2010 and Notice of Public Hearing on the 2009-2010 Budget  
- The Committee to consider the District's 2009-2010 Tentative Budget.
2. Phase III – Norco/Industrial Technology Project – Change Orders  
- The Committee to consider change orders.
3. Market Street Properties: CEQA Amendment  
- The Committee to consider an amendment to provide additional environmental report services.

4. Wheelock Gymnasium, Seismic Retrofit Project – Project Design Presentation and Tentative Budget Approval
  - The Committee to consider a project design, a project tentative budget and the use of Measure C funds.
5. Riverside Aquatics Complex Project: Inspection Services
  - The Committee to consider inspection services agreements.
6. Comments from the public

Adjourn

Prepared by: Charlotte Zambrano  
Administrative Assistant,  
Administration and Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: June 16, 2009

Subject: Tentative Budget for 2009-2010 and Notice of Public Hearing on the 2009-2010 Budget

Background: On or before the first day of July, the District is required to develop a Tentative Budget for the ensuing fiscal year and to forward a copy to the Riverside County Superintendent of Schools. The Tentative Budget for FY 2009-2010 is attached for the Board's review and consideration. Changes to this budget will be reflected in the Final Budget which will be submitted in September for Board approval.

The essential purpose of the Tentative Budget is to establish spending authority for the District from July 1<sup>st</sup> until such time as the Final Budget is adopted by the Board of Trustees in September. This two-part budget process is necessary due to uncertainties associated with both the State budget for the coming fiscal year and the State's "Second Principal Apportionment (P2)" report for the then current fiscal year.

It should be observed that the Riverside Community College District has adopted an approach to the Tentative Budget which yields a modified, continuing resolution budget. Thus, the Tentative Budget for fiscal 2010 reflects a continuation of the revised FY 2008-2009 Budget, albeit with certain modifications as described in the attachment. It should also be noted that Budget Allocation Model proposals have been incorporated in the FY 2009-2010 Tentative Budget based on the projected availability of funds for allocation.

Additionally, in accordance with Title 5, Section 58300, the Tentative Budget must indicate the date, time and location at which the Board will hold a public hearing concerning the Final Budget proposal. The staff recommends that the Board set September 15, 2009 as the date for the public hearing. Also, and pursuant to Title 5, Section 58301, the Final Budget proposal must be made available for inspection three (3) days prior to the public hearing. We plan to use the Office of the Vice Chancellor, Administration and Finance, for this purpose. Finally, we will publish this information in The Press Enterprise.

Recommended Action: It is recommended that the Board of Trustees approve the 2009-2010 Tentative Budget, which consists of the funds and accounts noted therein, and authorize staff to forward a copy to the Riverside County Superintendent of Schools.

It is also recommended that the Board of Trustees announce that: 1) the proposed 2009-2010 Budget will be available for public inspection beginning September 8, 2009, at the Office of the Vice Chancellor, Administration and Finance; and 2) the public hearing will be held at 6:00 p.m. at a Board meeting on September 15, 2009, to be followed by the adoption of the 2009-2010 Final Budget. It is further recommended that the Board authorize the Chancellor to sign a notice relative to these dates.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-1

Date: June 16, 2009

Subject: Tentative Budget for 2009-2010 and Notice of Public Hearing on the  
2009-2010 Budget (continued)

Irving G. Hendrick  
Interim Chancellor

Prepared by: James L. Buysse  
Vice Chancellor,  
Administration and Finance

Aaron S. Brown  
Associate Vice Chancellor,  
Finance

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
TENTATIVE BUDGET

FISCAL YEAR 2009-2010

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
ASSUMPTIONS FOR FY 2009-2010 BASE BUDGET  
RESOURCE 1000

1. FY 2008-2009 Ending Balance Projection
  - a. Adjustments associated with FY 2007-2008
    - i. Audit Adjustments – None
    - ii. P1 Recalculation adjustment – (\$1.15 million)
  - b. FY 2008-2009
    - i. Deficit factor of .9870 for a statewide structural shortfall and property tax shortfall - \$1.70 million
    - ii. Defunded COLA - \$.89 million
    - iii. Reduced Interest Income - \$.82 million
    - iv. Reduced Lottery Income - \$.39 million
    - v. Projected salary, benefit savings operating budget savings - \$5.40 million
2. FY 2009-2010 Baseline Budget
  - a. COLA at 0%
  - b. Funded growth at 2.00% - \$2.50 million (preliminary growth rate – 4.0%)
  - c. Deficit factor at .9850 – (\$2.00 million)
  - d. Base apportionment allocations for Norco and Moreno Valley as colleges are not included - \$2.76 million
3. Ending Balance Target
  - a. Resource 1000 Deficit – (\$1.46 million)
4. FY 2009-2010 Base Expenditure Budget Additions Include:

a. Full-time Step and Column and Professional Growth	\$ .76 million
b. One percent salary increase (less .68% prior year COLA reduction)	\$ .33 million
c. Health and Welfare Benefits (estimated 6% increase)	\$1.10 million
d. Classification study	\$ .56 million
e. Ten new faculty positions salary, net (five each at Moreno Valley and Norco)	\$ .68 million
f. Operating costs for new facilities (Norco Industrial Technology Facility and Norco Soccer Field)	\$ .62 million
g. Prior Year Enrollment Efficiency Incentive	\$ .22 million
h. Election costs reduction	(\$ .71) million
i. Prior Year “Golden Handshake” payoff	(\$ .56) million
j. Small college factor allocation subsequent to FY 2008-2009 Budget adoption (new positions at Moreno Valley and Norco)	\$ .53 million

Riverside Community College District  
Budget Allocation Model  
Tentative Budget - FY 2009-2010

**Revenue**

Contingency from 2008-2009	12,566,801	
Decrease in Revenue from 2008-2009	(5,158,861)	
Unspent DO/DSS 2008-2009 Budget	2,134,376	
Unspent Riverside Campus 2008-2009 Budget	1,193,159	
Unspent Norco Campus 2008-2009 Budget	741,554	
Unspent Moreno Valley Campus 2008-2009 Budget	1,326,525	
Estimated Beginning Balance 7/1/09	\$ 12,803,554	
Projected Revenue FY 2009-2010	140,428,570	
Total Available Funds (TAF)	153,232,124	
Notes		
1. Less, 5% Contingency Reserve (Board Policy)	1,464,985	
2. Less, 1.0% Reserve for Economic Uncertainty	-	
3. Less, District Interfund/Intrafund Transfers	(1,446,181)	
4. Less, New District/College Program/Initiatives	(560,845)	
5. Less, Operating Costs for New Facilities	(616,510)	
6. Set-Aside for New Positions/PT Faculty Growth	(676,205)	
Total Available Funds for Allocation (TAF)	(1,834,756)	
	<b>\$ 151,397,368</b>	

**Allocation Increment**

PY Base Expenditure Budget (2008-2009)	\$ 149,443,854	
CY TAF (2009-2010)	151,397,368	
Allocation Increment (A.I.)	1,953,514	
7. Less, Base Budget Adjustments	(1,205,207)	
8. Less, Small College Factor	(527,976)	
9. Less, Enrollment Efficiency Incentive	(220,331)	
10. Less, District Office/District Support Services	-	
11. Remaining Allocation Increment	(1,953,514)	
	\$ -	

**Expenditures**

	Moreno Valley	Norco	Riverside	DSS	D.O.	Total
FY 2008/2009 Base Expenditure Budget	\$ 28,519,552	\$ 21,523,315	\$ 70,422,942	\$ 23,515,319	\$ 5,462,726	\$ 149,443,854
Base Budget Adjustments - Tentative Budget	364,912	677,092	684,926	180,450	(702,173)	1,205,207
Operating costs for New Facilities	-	616,510	-	-	-	616,510
New District/College Program/Initiatives	-	-	-	-	560,845	560,845
New Positions/PT Faculty Growth	423,055	527,713	54,700	(324,263)	(5,000)	676,205
Subtotal	29,307,519	23,344,630	71,162,568	23,371,506	5,316,398	152,502,621
District Office/District Support Services						
Subtotal	29,307,519	23,344,630	71,162,568	23,371,506	5,316,398	152,502,621
Small College Factor	237,368	290,608	-	-	-	527,976
Enrollment Efficiency Incentive	45,233	175,098	-	-	-	220,331
Remaining Allocation Increment	-	-	-	-	-	-
Base Expenditure Budget for FY 2009-2010	\$ 29,590,120	\$ 23,810,336	\$ 71,162,568	\$ 23,371,506	\$ 5,316,398	\$ 153,250,928
% Increase to PY Base Budget	3.75%	10.63%	1.05%	-0.61%	-2.68%	2.55%
\$ Increase to PY Base Budget	\$ 1,070,568	\$ 2,287,021	\$ 739,626	\$ (143,813)	\$ (146,328)	\$ 3,807,074
% of Base Budget Increase	28.12%	60.07%	19.43%	-3.78%	-3.84%	100.00%

\*\*\*\*\*NOTE\*\*\*\*\*  
The amounts shown in the Budget Allocation Model are based on budget assumptions for the Tentative Budget. Amounts will change during the final budget development process as budget assumptions are adjusted based on updated information.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 TENTATIVE BUDGET FUND / ACCOUNT SUMMARY - TOTAL AVAILABLE FUNDS  
 2009-2010

<u>Fund / Resource</u>	<u>Fund Name</u>	<u>Adopted Budget 2008-2009</u>	<u>Tentative Budget 2009-2010</u>
	<u>District</u>		
<u>General Funds</u>			
<u>Unrestricted - Fund 11</u>			
<u>Resource</u>			
1000	General Operating	\$ 163,553,018	\$ 153,232,124
1080	Community Education	843,409	683,700
1090	Performance Riverside	294,400	133,190
1110	Bookstore (Contract-Operated)	1,247,549	1,201,877
1170	Customized Solutions	<u>600,566</u>	<u>573,437</u>
	Total Unrestricted General Funds	<u>166,538,942</u>	<u>155,824,328</u>
<u>Restricted - Fund 12</u>			
<u>Resource</u>			
1050	Parking	2,241,660	2,210,974
1070	Student Health	2,518,297	2,760,135
1180	Redevelopment Pass-Through	7,360,421	8,879,351
1190	Grants and Categorical Programs	<u>33,157,842</u>	<u>28,964,666</u>
	Total Restricted General Funds	<u>45,278,220</u>	<u>42,815,126</u>
	Total General Funds	<u>211,817,162</u>	<u>198,639,454</u>
<u>Special Revenue - Funds 32 &amp; 33</u>			
<u>Resource</u>			
3200	Food Services	2,086,845	2,213,503
3300	Child Care	<u>1,834,099</u>	<u>1,880,890</u>
	Total Special Revenue Funds	<u>3,920,944</u>	<u>4,094,393</u>



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 TENTATIVE BUDGET FUND / ACCOUNT SUMMARY - TOTAL AVAILABLE FUNDS  
 2009-2010

<u>Fund / Resource</u>	<u>Fund Name</u>	<u>Adopted Budget 2008-2009</u>	<u>Tentative Budget 2009-2010</u>
<u>Capital Projects - Fund 41</u>			
<u>Resource</u>			
4100	State Construction & Scheduled Maintenance	13,189,822	5,321,017
4110	Child Development Center	54,140	-
4120	Non-State Funded Capital Outlay Projects	1,116,214	1,116,227
4130	La Sierra Capital	12,582,744	12,446,687
4160	General Obligation Bond Funded Capital Outlay	<u>88,559,741</u>	<u>76,116,771</u>
	Total Capital Projects Funds	<u>115,502,661</u>	<u>95,000,702</u>
<u>Internal Service - Fund 61</u>			
<u>Resource</u>			
6100	Health and Liability Self-Insurance	7,917,074	8,619,151
6110	Workers Compensation Self Insurance	<u>2,596,999</u>	<u>2,822,697</u>
	Total Internal Service Funds	<u>10,514,073</u>	<u>11,441,848</u>
	<b>Total District Funds</b>	<b><u>\$ 341,754,840</u></b>	<b><u>\$ 309,176,397</u></b>
<u>Expendable Trust and Agency</u>			
<u>Student Financial Aid Accounts</u>			
	Student Federal Grants	\$ 17,268,167	\$ 19,163,715
	State of California Student Grants	<u>1,585,000</u>	<u>1,800,000</u>
	Total Student Financial Aid Accounts	<u>18,853,167</u>	<u>20,963,715</u>
<u>Other Account</u>			
	Associated Students of RCC	<u>1,822,094</u>	<u>1,638,774</u>
	<b>Total Expendable Trust and Agency</b>	<b><u>\$ 20,675,261</u></b>	<b><u>\$ 22,602,489</u></b>
	<b>Grand Total</b>	<b><u>\$ 362,430,101</u></b>	<b><u>\$ 331,778,886</u></b>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 11, RESOURCE 1000 - UNRESTRICTED GENERAL FUND - INCOME

TENTATIVE OPERATING BUDGET  
 2009-2010

Estimated Beginning Balance, July 1		\$ 12,803,554
Federal Income		
Student Financial Aid Adm. Fees	\$ 115,321	
Veterans Report Fee	<u>5,000</u>	
Total Federal Income		120,321
State General Apportionment		
General Apportionment	93,755,968	
Enrollment Fee Waiver Administration	97,589	
Homeowner's Prop Tax Exemption	<u>432,426</u>	
Total State General Apportionment		94,285,983
Other State Income		
Lottery	2,869,990	
Part-Time Faculty Compensation	<u>1,083,773</u>	
Total Other State Income		4,104,208
Local Income		
Property Taxes	30,713,528	
Food Sales / Commissions	104,348	
Interest	440,000	
Enrollment Fees	7,563,491	
Nonresident Student Fees	1,832,500	
Transcript / Late Application Fees	82,000	
Other Student Fees	93,655	
Cosmetology / Dental Hygiene / Other Sales	91,420	
Leases and Rental Income	47,311	
Donations	77,040	
Miscellaneous Local Income	<u>345,877</u>	
Total Local Income		41,391,170
Other/Incoming Transfers		
Sales - Obsolete Equipment	6,600	
Indirect Costs Recovery	<u>520,288</u>	
Total Other/Incoming Transfers		<u>526,888</u>
Total Income		\$ <u>140,428,570</u>
Total Available Funds		\$ <u>153,232,124</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 11, RESOURCE 1000 - UNRESTRICTED GENERAL FUND - EXPENDITURES

TENTATIVE OPERATING BUDGET  
 2009-2010

Object Code

1100	Regular Full-Time Teaching	\$ 28,363,460	
1200	Regular Full-Time Non-Teaching	13,017,491	
1300	Part-Time Hourly Teaching and Overload	28,853,106	
1400	Part-Time Hourly Non-Teaching	<u>1,752,551</u>	
	Total Academic Salaries		\$ 71,986,608
2100	Regular Full-Time and Part-Time Classified	29,383,680	
2200	Regular Full-Time Instructional aides	2,360,075	
2300	Student Help Non-Instructional and Classified Overtime	826,385	
2400	Student Help Instructional Aides	<u>193,920</u>	
	Total Classified Salaries		32,764,060
3000	Employee Benefits		27,896,131
4000	Books and Supplies		2,987,775
5000	Services and Operating Expenditures		15,204,683
6000	Capital Outlay		2,411,671
7300	Interfund Transfers		
	To Resource 3300	365,000	
	To Resource 6100	<u>250,000</u>	
	Total Interfund Transfers		615,000
8999	Intrafund Transfers		
	Bookstore (Resource 1110)	(390,000)	
	College Work Study (Resource 1190)	189,297	
	Customized Training (Resource 1170)	173,470	
	Performance Riverside (Resource 1090)	193,257	
	DSP&S (Resource 1190)	665,157	
	Instructional Equipment Match (Resource 1190)	<u>-</u>	
	Total Intrafund Transfers		<u>831,181</u>
	Total Resource 1000 Expenditures Excluding Contingency		\$ 154,697,109
7900	Unrestricted Reserve	-	
	Reserve for Economic Uncertainty	-	
	General Reserve	<u>-</u>	
	* Total Contingency / Reserves		<u>-</u>
	Total Resource 1000 Expenditures Including Contingency / Reserves		<u>\$ 154,697,109</u>
	Resource Deficit		<u>\$ (1,464,985)</u>

\* The Resource 1000 5% Contingency was calculated in accordance with Board Policy 7080, by taking into account the TAF for all Resources comprising Unrestricted Fund 11 (1000, 1080, 1090, 1110, 1170) and factoring in the deficit for Resource 1090. The calculated 5% Contingency for Fund 11 is \$7,791,216

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 2009-2010 TENTATIVE BUDGET  
 RESOURCE 1000 - UNRESTRICTED EXPENDITURES BY LOCATION

<u>Account Description</u>	<u>Moreno Valley Campus</u>	<u>Norco Campus</u>	<u>Riverside City College</u>	<u>District Support Svcs</u>	<u>District Office</u>	<u>Totals</u>
<u>Academic Salaries</u>						
Total 1100	\$ 5,167,101	\$ 5,439,303	\$ 17,757,056	\$ -	\$ -	\$ 28,363,460
Total 1200	2,318,052	2,103,796	5,422,457	2,098,020	1,075,166	13,017,491
Total 1300	8,501,396	5,658,204	14,693,506	-	-	28,853,106
Total 1400	298,960	446,975	833,349	113,985	59,282	1,752,551
Total 1000 Series	<u>\$ 16,285,509</u>	<u>\$ 13,648,278</u>	<u>\$ 38,706,368</u>	<u>\$ 2,212,005</u>	<u>\$ 1,134,448</u>	<u>\$ 71,986,608</u>
<u>Classified Salaries</u>						
Total 2100	\$ 3,845,761	\$ 3,065,791	\$ 10,166,865	\$ 10,803,021	\$ 1,502,242	\$ 29,383,680
Total 2200	278,237	336,169	1,745,669	-	-	2,360,075
Total 2300	98,684	107,938	425,902	156,269	37,592	826,385
Total 2400	18,560	-	175,360	-	-	193,920
Total 2000 Series	<u>\$ 4,241,242</u>	<u>\$ 3,509,898</u>	<u>\$ 12,513,796</u>	<u>\$ 10,959,290</u>	<u>\$ 1,539,834</u>	<u>\$ 32,764,060</u>
<u>Employee Benefits</u>						
Total 3100	\$ 1,267,419	\$ 1,065,004	\$ 3,007,563	\$ 160,716	\$ 93,592	\$ 5,594,294
Total 3200	340,161	280,873	1,021,797	989,903	138,922	2,771,656
Total 3300	513,610	425,257	1,382,054	822,519	128,810	3,272,250
Total 3400	2,175,938	2,162,188	6,580,253	2,816,588	276,815	14,011,782
Total 3500	61,320	51,270	152,445	39,477	117,017	421,529
Total 3600	268,899	224,775	670,995	172,543	35,032	1,372,244
Total 3900	78,674	19,669	354,033	-	-	452,376
Total 3000 Series	<u>\$ 4,706,021</u>	<u>\$ 4,229,036</u>	<u>\$ 13,169,140</u>	<u>\$ 5,001,746</u>	<u>\$ 790,188</u>	<u>\$ 27,896,131</u>
<u>Books and Supplies</u>						
Total 4200	\$ 1,816	\$ 2,660	\$ 19,953	\$ 13,332	\$ 2,353	\$ 40,114
Total 4300	241,823	289,048	326,117	10,001	6,016	873,005
Total 4400	-	-	-	-	-	-
Total 4500	220,547	189,057	679,579	397,285	123,245	1,609,713
Total 4600	55,174	41,259	253,525	5,138	-	355,096
Total 4700	800	-	109,047	-	-	109,847
Total 4000 Series	<u>\$ 520,160</u>	<u>\$ 522,024</u>	<u>\$ 1,388,221</u>	<u>\$ 425,756</u>	<u>\$ 131,614</u>	<u>\$ 2,987,775</u>
<u>Services and Operating Expenditures</u>						
Total 5000	\$ 686	\$ 995	\$ 3,328	\$ 495,071	\$ 2,160	\$ 502,240
Total 5100	959,127	84,471	127,505	334,263	286,172	1,791,538
Total 5200	89,655	78,193	374,152	263,207	99,903	905,110
Total 5300	36,159	29,230	63,739	13,818	56,546	199,492
Total 5400	17,246	-	38,372	457,274	-	512,892
Total 5500	605,913	723,025	1,939,302	73,132	88,727	3,430,099
Total 5600	1,716,222	289,665	1,203,989	1,707,028	51,218	4,968,122
Total 5700	23,389	12,117	79,143	616,424	364,315	1,095,388
Total 5800	107,050	225,622	651,512	458,811	356,807	1,799,802
Total 5000 Series	<u>\$ 3,555,447</u>	<u>\$ 1,443,318</u>	<u>\$ 4,481,042</u>	<u>\$ 4,419,028</u>	<u>\$ 1,305,848</u>	<u>\$ 15,204,683</u>
<u>Capital Outlay</u>						
Total 6100	\$ -	\$ -	\$ -	\$ 37,318	\$ -	\$ 37,318
Total 6200	84,277	194,862	280,864	75,691	99,881	735,575
Total 6300	11,776	-	-	-	-	11,776

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 2009-2010 TENTATIVE BUDGET  
 RESOURCE 1000 - UNRESTRICTED EXPENDITURES BY LOCATION

<u>Account Description</u>	<u>Moreno Valley Campus</u>	<u>Norco Campus</u>	<u>Riverside City College</u>	<u>District Support Svcs</u>	<u>District Office</u>	<u>Totals</u>
Total 6400	<u>185,688</u>	<u>262,920</u>	<u>623,137</u>	<u>240,672</u>	<u>314,585</u>	<u>1,627,002</u>
Total 6000 Series	<u>\$ 281,741</u>	<u>\$ 457,782</u>	<u>\$ 904,001</u>	<u>\$ 353,681</u>	<u>\$ 414,466</u>	<u>\$ 2,411,671</u>
Resource 1000 Expenditures	<u>\$ 29,590,120</u>	<u>\$ 23,810,336</u>	<u>\$ 71,162,568</u>	<u>\$ 23,371,506</u>	<u>\$ 5,316,398</u>	<u>\$ 153,250,928</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1050 - PARKING

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1		\$ 224,274
Local Income		
Interest	\$ 5,000	
Rents and Leases	1,700	
Parking Permits / Fines	<u>1,980,000</u>	
Total Local Income		<u>1,986,700</u>
Total Available Funds (TAF)		<u>\$ 2,210,974</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 1,183,422
3000	Employee Benefits	365,805
4000	Book and Supplies	82,579
5000	Services and Operating Expenditures	304,662
6000	Capital Outlay	<u>70,003</u>
	Total Expenditures	2,006,471
7900	* Contingency / Reserve	<u>204,503</u>
	Total Resource 1050 Expenditures Including Contingency / Reserves	<u>\$ 2,210,974</u>

\* 5% Contingency reserve calculated from TAF equals \$110,549

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1070 - STUDENT HEALTH

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1		\$ 1,144,702
Local Income		
Health Fees	\$ 1,485,669	
Interest	24,435	
Other	<u>105,329</u>	
Total Local Income		<u>1,615,433</u>
Total Available Funds (TAF)		<u>\$ 2,760,135</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 253,252
2000	Classified Salaries	559,351
3000	Employee Benefits	199,220
4000	Book and Supplies	100,386
5000	Services and Operating Expenditures	271,785
6000	Capital Outlay	<u>94,478</u>
	Total Expenditures	1,478,472
7900	* Contingency / Reserves	<u>1,281,663</u>
	Total Resource 1070 Expenditures Including Contingency / Reserves	<u>\$ 2,760,135</u>

\* 5% Contingency reserve calculated from TAF equals \$ 138,007

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1080 - COMMUNITY EDUCATION

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1		\$	(67,300)
Local Income			
Community Activities Program Fees	\$	750,000	
Interest		<u>1,000</u>	
Total Local Income			<u>751,000</u>
Total Available Funds (TAF)		\$	<u>683,700</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	4,272
2000	Classified Salaries		259,993
3000	Employee Benefits		70,610
4000	Book and Supplies		4,700
5000	Services and Operating Expenditures		<u>375,400</u>
	Total Expenditures		714,975
7900	* Contingency / Reserves		<u>-</u>
	Total Resource 1080 Expenditures Including Contingency / Reserves	\$	<u>714,975</u>
	Resource Deficit	\$	(31,275)



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1090 - PERFORMANCE RIVERSIDE

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1		\$ (775,157)
Local Income	\$ 715,090	
Intrafund Transfer from Resource 1000	<u>193,257</u>	
Total Income		<u>908,347</u>
Total Available Funds (TAF)		<u>\$ 133,190</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 318,979
3000	Employee Benefits	109,822
4000	Book and Supplies	31,500
5000	Services and Operating Expenditures	441,580
6000	Capital Outlay	<u>-</u>
	Total Expenditures	901,881
7900	Contingency / Reserves	<u>-</u>
	Total Resource 1090 Expenditures Including Contingency / Reserves	<u>\$ 901,881</u>
	Resource Deficit	\$ (768,691)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1110 - BOOKSTORE (CONTRACTOR-OPERATED)

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1		\$ 136,869
Local Income		
Commissions	\$ 1,047,008	
Interest	3,000	
Reimbursement	<u>15,000</u>	
Total Local Income		<u>1,065,008</u>
Total Available Funds (TAF)		<u>\$ 1,201,877</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$ 43,775
7390	Interfund Transfer to Resource 3200	676,930
8999	Intrafund Transfer to Resource 1000	<u>390,000</u>
	Total Expenditures	1,110,705
7900	* Contingency / Reserves	<u>91,172</u>
	Total Resource 1110 Expenditures Including Contingency / Reserves	<u>\$ 1,201,877</u>

\* 5% Contingency reserve calculated from TAF equals \$60,094

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 11, RESOURCE 1170 - CUSTOMIZED SOLUTIONS

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1		\$	91,020
Local Income			
Interest	\$	2,500	
Contract Revenue		<u>306,447</u>	
Total Local Income			308,947
Intrafund Transfer from Resource 1000			<u>173,470</u>
Total Available Funds (TAF)		\$	<u>573,437</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$	-
2000	Classified Salaries		168,349
3000	Employee Benefits		48,378
4000	Book and Supplies		7,675
5000	Services and Operating Expenditures		<u>145,123</u>
	Total Expenditures		369,525
7910	* Contingency / Reserves		<u>203,912</u>
	Total Resource 1170 Expenditures Including Contingency / Reserves	\$	<u>573,437</u>

\* 5% Contingency reserve calculated from TAF equals \$28,672

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1180 - REDEVELOPMENT PASS-THROUGH

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1		\$ 7,195,287
Local Income		
Interest	\$ 172,140	
Redevelopment Agency Agreements	<u>1,511,924</u>	
Total Local Income		<u>1,684,064</u>
Total Available Funds (TAF)		<u>\$ 8,879,351</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	<u>\$ 129,400</u>
	Total Expenditures	<u>129,400</u>
7900	* Contingency / Reserves	<u>8,749,951</u>
	Total Resource 1180 Expenditures Including Contingency/Reserves	<u>\$ 8,879,351</u>

\* 5% Contingency reserve calculated from TAF equals \$ 443,968

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME

TENTATIVE OPERATING BUDGET  
 2009-2010

Estimated Beginning Balance, July 1		\$	-
Federal Income			
Calif. Transportation & Logistics Inst.	\$	19,227	
CalWorks Program		131,320	
CCRAA Access to Success		1,189,166	
CCRAA Project Success		1,901,115	
CCRAA Step Up to Success		1,708,215	
Child Care Access		36,057	
Child Develop. Ctr. Carryover		37,485	
Comm. Action Partnership Riv.		243,461	
ECS Consortium Grant		17,500	
Fast Track to the AND Program		251,189	
Foster & Kinship Care		64,194	
Foster & Kinship Provider Training		51,865	
Fund for Improvement Post Secondary Ed		47,879	
Gateway to College		405,159	
NSF Logistics Technicians		613,449	
NSF Nat'l Ctr Logistics & Supply		40,718	
Nursing Education Pract & Retention		408,850	
Post-Emancipation Services		117,000	
Pre-Emancipation Services		133,000	
Procurement Assistance		363,180	
Riverside County Emancipation Services		850,000	
Student Support Services TRIO Norco		291,952	
SYEP Independent Living Youth Acad.		660,000	
TANF 50%		92,576	
Tech Prep Regional Coord Project		315,000	
Title V Chaffey Community College		81,295	
Title V HSI Coop MV/Norco		347,168	
Title V HSI Cop MV/UCR		664,401	
Title V Moreno Valley		18,191	
Title V Riverside		46,387	
Tri-Tech Small Business Development -108		138,894	
Tri-Tech Small Business Development -109		208,284	
UCR / TQE Grant		26,842	
Upward Bound TRIO Norco CNUSD2		388,226	
Upward Bound TRIO Norco Norte Vista		363,283	
Upward Bound TRIO Riverside		447,654	
USDA Soil Science		182,900	
VTEA		919,675	
VTEA Tech Prep		203,250	
VATEA Title IIA State Leadership		158,000	
Water Quality Research		74,644	
WIA Allied Health Prog. Expansion		495,000	
Workability Grant		290,060	
Total Federal Income			\$15,043,711

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME (continued)

TENTATIVE OPERATING BUDGET  
 2009-2010

State Income

Basic Skills ESL -022	399,817
Basic Skills ESL -023	577,171
BFAP Augmentation	679,915
BOG Financial Aid Administration	212,868
CA Articulation NBR	4,000
CA High School Exit Exam	44,628
CACT	205,000
CalWorks	419,361
CalWorks Community College Set-Aside Program	150,000
Career Tech Education - Fiscal Agent	344,271
Center for International Trade Development	205,000
CITD Hub FP3	121,000
CITD Leadership Grant	162,500
CTE Community Collaborative Project - Suppl -1	14,467
CTE Community Collaborative Project - Suppl -2	100,000
CTE Community Collaborative Project - Unite	137,445
CTE Community Collaborative Project - 08/09	400,000
CTE Enrollment Growth & Retention AND-RN	649,149
CTE Enrollment Growth & Retention AND-RN -08/09	745,400
CTE Teacher Preparation Pipeline	31,187
DSP&S Allocation	1,890,169
EOPS - CARE	151,539
EOPS Allocation	830,500
EWD Regional Consortia	77,009
Faculty and Staff Diversity (including carryover)	87,550
Foster & Kinship Care Education	59,929
Instructional Equipment	91,012
Lottery	239,818
Matriculation	1,702,174
Matriculation C/O	170,826
Middle College	136,769
Nursing & Allied Health Equipment	3,586
Nursing Faculty Recruitment & Retention	166,741
Physican Assistant Base Program Song Brown	107,000
SBDC State CCCCCO	50,000
Song Brown PA Mental Health	99,808
Song Brown Registered Nursing 07/09	99,823
Song Brown Registered Nursing - 08/10	200,000
Song Brown Registered Nursing Special Project	20,041
Staff Development	15,102
Teeth are Us	128,655
Telecommunications Technology Grant	<u>34,241</u>

Total State Income

11,965,471

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - INCOME (continued)

TENTATIVE OPERATING BUDGET  
2009-2010

Local Income

CACT Seminars	44,500	
CITD Conferences	10,675	
4Faculty Web Services	12,551	
Gateway to College	344,172	
Intn'l Student Capital Outlay Surcharge	481,342	
Nuview Bridge	19,833	
PAC- Seminars	34,835	
Riverside County Board of Supervisors	25,507	
Tri-Tech SBCD Cash Match	121,339	
Tri-Tech SBCD Seminars	6,089	
West Ed Paraprofessional	<u>187</u>	
Total Local Income		1,101,030

Interfund and Intrafund Transfers

DSP&S Match/Over (from Resource 1000)	665,157	
Federal Work Study (from Resource 1000)	<u>189,297</u>	
Total Interfund and Intrafund Transfers		<u>854,454</u>

Total Income		<u>28,964,666</u>
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Total Available Funds		<u><u>\$28,964,666</u></u>
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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 12, RESOURCE 1190 - GRANTS AND CATEGORICAL - EXPENDITURES

TENTATIVE OPERATING BUDGET  
2009-2010

Expenditures

Object Code

1000	Academic Salaries	\$ 5,364,944
2000	Classified Salaries	9,251,443
3000	Employee Benefits	3,847,621
4000	Book and Supplies	2,028,626
5000	Services and Operating Expenditures	5,872,353
6000	Capital Outlay	2,124,875
7500	Scholarships	32,000
7600	Book Grants / Bus Passes	442,804
7900	Contingency / Reserves	<u>-</u>
Total Resource 1190 Expenditures Including Contingency / Reserves		<u>\$28,964,666</u>



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 32, RESOURCE 3200 - FOOD SERVICES

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1		<u>\$ 214,063</u>
Local Income		
Food Sales / Commissions	\$ 1,218,721	
Video /Vending /Pepsi Support	100,000	
Interest	<u>3,789</u>	
Total Local Income		1,322,510
Interfund Transfer From Resource 1110 - Bookstore Fund		<u>676,930</u>
Total Income		<u>1,999,440</u>
Total Available Funds (TAF)		<u>\$ 2,213,503</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 777,265
3000	Employee Benefits	357,603
4000	Books and Supplies	696,632
5000	Services and Operating Expenditures	193,086
6000	Capital Outlay	<u>-</u>
	Total Expenditures	2,024,586
7900	* Contingency / Reserves	<u>188,917</u>
	Total Resource 3200 Expenditures Including Contingency / Reserves	<u>\$ 2,213,503</u>

\* 5% Contingency reserve calculated from TAF equals \$ 110,675

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 FUND 33, RESOURCE 3300 - CHILD CARE

TENTATIVE OPERATING BUDGET  
 2009-2010

INCOME

Estimated Beginning Balance, July 1		\$ 103,241
Federal Income		
Lunch Program	\$ 30,995	
State Income		
Tax Bailout Funds	143,552	
Local Income		
Parent Fees	\$1,236,102	
Interest Income	<u>2,000</u>	
Total Local Income	1,238,102	
Interfund Transfer from Resource 1000 - General Fund	<u>365,000</u>	
Total Income		<u>1,777,649</u>
Total Available Funds (TAF)		<u>\$ 1,880,890</u>

EXPENDITURES

Object Code

1000	Academic Salaries	\$ 981,967
2000	Classified Salaries	310,560
3000	Employee Benefits	262,800
4000	Books and Supplies	83,259
5000	Services and Operating Expenditures	93,359
6000	Capital Outlay	<u>350</u>
	Total Expenditures	1,732,295
7900	* Contingency / Reserves	<u>148,595</u>
	Total Resource 3300 Expenditures Including Contingency / Reserves	<u>\$ 1,880,890</u>

\* 5% Contingency reserve calculated from TAF equals \$ 94,045

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4100 - STATE CONSTRUCTION / SCHEDULED MAINTENANCE

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1		\$ 978,444
State Income		
Scheduled Maintenance	\$ 100,000	
P.E. - Phase II	170,265	
Norco Phase III	3,711,380	
Nursing / Science Bldg	<u>260,928</u>	
Total State Income	\$ 4,242,573	
Interfund Transfer From Resource 4160	<u>100,000</u>	
Total Income		<u>4,342,573</u>
Total Available Funds (TAF)		<u>\$ 5,321,017</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$ 21,084
6000	Capital Outlay	<u>5,299,933</u>
	Total Expenditures	5,321,017
7900	Contingency / Reserves	<u>-</u>
	Total Resource 4100 Expenditures Including Contingency/Reserves	<u>\$ 5,321,017</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4120 - NON-STATE FUNDED CAPITAL OUTLAY PROJECTS

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1	\$ 541
Local Income	<u>1,115,686</u>
Total Available Funds	<u>\$ 1,116,227</u>

EXPENDITURES

Object Code

6000	Capital Outlay	<u>\$ 1,115,676</u>
	Total Expenditures	1,115,676
7900	Contingency / Reserves	<u>551</u>
	Total Resource 4120 Expenditures Including Contingency / Reserves	<u>\$ 1,116,227</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4130 - LA SIERRA CAPITAL

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1	\$ 12,198,321
Local Income	<u>248,366</u>
Total Available Funds (TAF)	<u>\$ 12,446,687</u>

EXPENDITURES

Object Code

5000	Services and Operating Expenditures	\$ 10,000
6000	Capital Outlay	<u>1,484,699</u>
	Total Expenditures	1,494,699
7920	Contingency / Reserves	<u>10,951,988</u>
	Total Resource 4130 Expenditures Including Contingency / Reserves	<u>\$ 12,446,687</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 41, RESOURCE 4160 - GENERAL OBLIGATION BOND FUNDED CAPITAL OUTLAY PROJECTS

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1	\$ 75,308,731
Local Income	
Interest	<u>808,040</u>
Total Available Funds (TAF)	<u>\$ 76,116,771</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 150,051
3000	Employee Benefits	61,083
4000	Books and Supplies	-
5000	Services and Operating Expenses	176,287
6000	Capital Outlay	71,336,041
8000	Intrafund Transfers	<u>100,000</u>
	Total Expenditures	71,823,462
7910	Contingency	<u>4,293,309</u>
	Total Resource 4160 Expenditures Including Contingency / Reserves	<u>\$ 76,116,771</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 61, RESOURCE 6100 - HEALTH & LIABILITY SELF-INSURANCE

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1		\$ 3,270,045
Local Income		
Interest	\$ 64,669	
Self Insurance Health Plan	<u>5,034,437</u>	
Total Local Income		\$ 5,099,106
Interfund Transfer from Resource 1000 - General Fund	<u>250,000</u>	
Total Income		<u>5,349,106</u>
Total Available Funds (TAF)		<u>\$ 8,619,151</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$ 166,067
3000	Employee Benefits	56,859
4000	Book and Supplies	7,400
5000	Services and Operating Expenditures	5,188,404
6000	Capital Outlay	<u>40,000</u>
	Total Expenditures	5,458,730
7900	Contingency / Reserves	<u>3,160,421</u>
	Total Resource 6100 Expenditures Including Contingency / Reserves	<u>\$ 8,619,151</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
FUND 61, RESOURCE 6110 - WORKERS COMPENSATION SELF-INSURANCE

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Estimated Beginning Balance, July 1		\$	1,286,882
Local Income			
Interest	\$	26,000	
Workers Compensation Premiums		<u>1,509,815</u>	
Total Local Income			<u>1,535,815</u>
Total Available Funds (TAF)		\$	<u>2,822,697</u>

EXPENDITURES

Object Code

2000	Classified Salaries	\$	78,120
3000	Employee Benefits		29,412
4000	Books and Supplies		620
5000	Services and Operating Expenditures		1,444,980
6000	Capital Outlay		<u>-</u>
	Total Expenditures		1,553,132
7900	Contingency / Reserves		<u>1,269,565</u>
	Total Resource 6110 Expenditures Including Contingency / Reserves	\$	<u>2,822,697</u>



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STUDENT FEDERAL GRANTS

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Unaudited Beginning Balance, July 1		\$	-
Federal Income			
PELL Student Grants and Book Waivers	\$ 18,000,000		
FSEOG Student Grants and Book Waivers	513,715		
ACG Academic Competitiveness Grant	50,000		
Federal Work Study	<u>600,000</u>		
Total Federal Income			<u>19,163,715</u>
Total Available Funds (TAF)		\$	<u>19,163,715</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers	\$	<u>19,163,715</u>
	Total Student Federal Grants	\$	<u>19,163,715</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
STATE OF CALIFORNIA STUDENT GRANTS

TENTATIVE OPERATING BUDGET  
2009-2010

INCOME

Unaudited Beginning Balance, July 1	\$ -
State Income - Cal Grant B and C	<u>1,800,000</u>
Total Available Funds (TAF)	<u>\$ 1,800,000</u>

EXPENDITURES

Object Code

7520	Student Grants and Book Waivers	\$ <u>1,800,000</u>
	Total State of California Student Grants	<u>\$ 1,800,000</u>

Note: This item is under review in the State budget development process

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 ASSOCIATED STUDENTS OF RCCD

TENTATIVE OPERATING BUDGET  
 2009-2010

INCOME

Unaudited Beginning Balance, July 1		\$	990,286
Local Income			
Student Fees	\$	585,988	
Interest		36,000	
Athletic Events		6,500	
Telephone Commission		<u>20,000</u>	
Total Local Income			<u>648,488</u>
Total Available Funds (TAF)		\$	<u>1,638,774</u>

EXPENDITURES

Account Code

900	ASRCC Operations/Special Events	\$	25,939
905	Organizations Funding		139,870
906	Athletics		233,700
911	Riverside Special Events		73,850
912	Riverside Interclub Council		5,550
913	Riverside MCAC		7,600
914	Riverside Club Special Events		37,939
915	Riverside Board of Commissioners		12,000
917	Riverside Marketing Advertising and Publishing		-
921	Norco Operations/Special Events		38,665
922	Norco Interclub Council		13,300
923	Norco MCAC		-
924	Norco Club Special Events		5,300
926	Norco Government Branches		-
927	Norco Commissioners		-
931	Moreno Valley Special Events		37,204
932	Moreno Valley Interclub Council		4,000
933	Moreno Valley MCAC		5,071
934	Moreno Valley Club Special Events		<u>8,500</u>
	Total Expenditures	\$	648,488
	Contingency		<u>990,286</u>
	Total ASRCC Accounts	\$	<u>1,638,774</u>

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-2

Date: June 16, 2009

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

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

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

- Blazing Industrial Steel, Inc. \$ 22,532.44
- Budget Electric Contractors, Inc. \$ 44,911.49
- HP Construction Management, Inc. \$ 167,877.19
- Munson Plumbing, Inc. \$ 19,634.47
- Southcoast Acoustical Interiors, Inc. \$ 117.12

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

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

Recommended Action: It is recommended that the Board of Trustees approve the Change Orders for the Phase III-Norco/Industrial Technology Project for Blazing Industrial Steel, Inc. - \$22,532.44, Budget Electric Contractors, Inc. - \$44,911.49, HP Construction Management, Inc. - \$167,877.19, Munson Plumbing, Inc. - \$19,634.47 and Southcoast Acoustical Interiors, Inc. – \$117.12 and authorize the Associate Vice Chancellor of Facilities Planning, Design and Construction to sign the Change Orders.

Irving G. Hendrick  
Interim Chancellor

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

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

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

CHANGE ORDER SUMMARY

Change Order: 3  
Contractor: Blazing Industrial Steel, Inc.

<i>Contract Amount:</i>	\$ 2,849,000.00
<i>Change Order No. 1 Amount:</i>	\$ 126,612.80
<i>Change Order No. 2 Amount:</i>	\$ 78,845.46
<i>Change Order No.3 Amount:</i>	\$ 22,532.44
<i>Revised Contract Sum:</i>	<u>\$ 3,076,990.70</u>
<i>Original Contract Contingency:</i>	\$ 284,900.00
<i>Remaining Contract Contingency:</i>	\$ 56,909.30

Change Order Description:

- Add push/pull post at West building. Additional support for precast panel. \$11,533.29  
*Requested by:* PreCast Contractor/Engineer  
*Accountability:* Errors and Omissions
  
- Relocate push/pull post at North building. To accommodate existing stud walls. \$10,999.15  
*Requested by:* PreCast Contractor/Engineer  
*Accountability:* Errors and Omissions

Change Order: 1  
Contractor: Budget Electric Contractors, Inc.

<i>Contract Amount:</i>	\$ 3,890,000.00
<i>Change Order No. 1 Amount:</i>	\$ 44,911.49
<i>Revised Contract Sum:</i>	<u>\$ 3,934,911.49</u>
<i>Original Contract Contingency:</i>	\$ 389,000.00
<i>Remaining Contract Contingency:</i>	\$ 344,088.51

Change Order Description:

- Omit (6) Type 15 lighting fixtures on fixture schedule sheet E0.5, replace with (6) Architectural area light pole fixtures model PER-S-RL-150 HPS DB2. District changing/replacing lighting throughout the campus and request the specified lighting on this project be changed to match. \$12,701.64  
*Requested by:* District  
*Accountability:* Campus requested change for simplicity of maintenance and aesthetics.

- The elevator installer required additional work by others in order to complete the install of the cab and request final state inspection. These items were not shown on the drawings but are required for final sign off by State inspector.  
*Requested by:* Code Requirement/Architects  
*Accountability:* Errors and Omissions \$1,700.70
  
- Removed dirt access ramp around communication manhole for access and replaced dirt upon completion to access communication manhole. The communication manhole is located directly under the access ramp, the drawings allow fiber optic cable be pulled from the Industrial Technology Project to Applied Technology utilizing the manhole as a pull station.  
*Requested by:* CM/District  
*Accountability:* Unforeseen \$1,017.43
  
- Installed new conduit pathway from a communication manhole on site of the Industrial Technology building along perimeter of building to stub out for future use by the new Center for Student Success project. These conduits are required to connect the campus fiber optic backbone to the Center for Student Success. The conduits are being installed at this time while the Industrial Technology Center site is still under construction, if held and performed this work under contracts with the Center for Student Success, newly installed landscaping and concrete finishes would be removed and have to be replaced at additional costs.  
*Requested by:* CM/District  
*Accountability:* Unforeseen/District Savings \$29,491.72

Change Order: 2  
 Contractor: HP Construction & Management, Inc.

<i>Contract Amount:</i>	\$ 1,842,000.00
<i>Change Order No. 1 Amount:</i>	\$ (1,447.57)
<i>Change Order No. 2 Amount:</i>	\$ 167,877.19
<i>Revised Contract Sum:</i>	\$ 2,008,429.62
<i>Original Contract Contingency:</i>	\$ 184,200.00
<i>Remaining Contract Contingency:</i>	\$ 17,770.38

- Change Order Description:
- Added preweld design and calculations to DSA re-submittal. Per note 12 on S0.1, it states, "It is the responsibility of the Structural Engineer to design connection points for the pre-cast panels. These connection points attach the concrete panels to the main beam stub-outs, connection plates embedded into foundation, connection plates welded to beams or columns, beams, columns, etc." In order for the drawings to be re-submitted to DSA in a timely manner, the precast design engineer provided the calculations for this work.  
*Requested by:* District  
*Accountability:* Errors and Omissions \$15,603.67

- Overtime to design and calculate precast concrete panels per the changes on Bulletin No. 6 and Bulletin No. 6r. This was to accommodate story drift which was not completed in the contract drawings due to the design process being expedited in order to meet DSA approval and begin fabrication of panels. \$8,024.13  
*Requested by:* District/Architect  
*Accountability:* Errors and Omissions
  
- The gutter is designed to sit on a piece of L-metal welded to the structural beams at various slopes. This work was included as part of the structural steel erection. When it came time to install the precast spandrels at the roof level, in order to access the preweld attachment, level and weld off the panel, sections of this L-metal had to be removed to gain access, once the precast was installed. The L-metal was re-installed with the 6x6 wood that the gutter liner rested on. There was also time and material for removing existing studs that were in the way of precast columns which cut access for attaching preweld. The design of the gutter support could not be installed properly after precast panels were installed. \$144,249.39  
*Requested by:* Architect/District  
*Accountability:* Errors and Omissions/Coordination conflict

Change Order: 2  
 Contractor: Munson Plumbing, Inc.

<i>Contract Amount:</i>	\$ 359,000.00
<i>Change Order No. 1 Amount:</i>	\$ 157.69
<i>Change Order No. 2 Amount:</i>	<u>\$ 19,634.47</u>
<i>Revised Contract Sum:</i>	\$ 378,792.16
<i>Original Contract Contingency:</i>	\$ 35,900.00
<i>Remaining Contract Contingency:</i>	\$ 16,107.84

- Change Order Description:
- Moved sink and waste piping from Rm S222 to S236. \$682.57  
 The District requested that the sink location be changed to the service room, the piping had already been installed per contract documents. The new location complies with ADA requirements.  
*Requested by:* District  
*Accountability:* Improves building use/no cost reimbursement
  
  - Changed Model of specified HAWS Drinking Fountain to "Elkay" VRCTL8SC at all locations. The Campus was in the process of changing out all existing campus drinking fountains to the new model which offers the ability to change water filters within the units. \$1,167.74  
*Requested by:* Campus/District
  - *Accountability:* Improves building use/no cost reimbursement

- Repaired existing gas line on site. An existing natural gas valve contained a slow leak that was a hazard when welding began in this area. The plumber onsite was directed to repair the valve for the campus. \$608.38  
*Requested by:* Campus/District  
*Accountability:* No cost reimbursement/repaired a safety hazard
  
- Changed Gutter drains per RFI # 244. The specified drains would not comply with the specified hypo lined roofing system, the contractor removed the specified drains and installed the integral gutter pipe at 49 locations. \$1,496.08  
*Requested by:* Architect/District  
*Accountability:* Errors and Omissions
  
- Re-routed the 3" and 4" roof drains around preweld installed on columns. The drawings showed the drain pipe coming off the rain gutter and attached to the beam, due to the precast installation and preweld locations. The gutter was re-routed and repaired multiple times. This work was tracked on a time and material basis and is a back charge to HP Construction & Management. \$15,679.70  
*Requested by:* CM/District  
*Accountability:* Backcharged responsible contractor

Change Order: 1  
 Contractor: Southcoast Acoustical Interiors, Inc.

<i>Contract Amount:</i>	\$ 122,500.00
<i>Change Order No. 1 Amount:</i>	\$ 117.12
<i>Revised Contract Sum:</i>	\$ 122,617.12
 <i>Original Contract Contingency:</i>	 \$ 12,250.00
<i>Remaining Contract Contingency:</i>	\$ 12,132.88

Change Order Description:

- Changed ceiling type to acoustical ceiling tile from non-rated hard lid at North soffit in Rooms N101, N107 and N112 per RFI 190. The original drawings called for a hard lid at the soffit areas in these rooms. This would not allow the necessary connections to the precast panels due to the delayed Precast design approvals. The ceiling grid allows tiles to be moved in areas where access would be required. \$3,190.12  
*Requested by:* CM/District  
*Accountability:* Errors and Omissions
  
- Credit for tackale wall panels per Sheet A8-5 at room E106. (\$3,073.00)  
 The District requested the panels be removed from the scope of work. The wall was painted to match adjacent surfaces.  
*Requested by:* CM/District  
*Accountability:* Instructional use was improved/no reimbursement



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-3

Date: June 16, 2009

Subject: Market Street Properties: CEQA Amendment

Background: On August 29, 2006, the Board approved an agreement with KCT Consultants, Inc. to provide a California Environmental Quality Act (CEQA) study and an Environmental Impact Report (EIR) for the Market Street Properties.

Staff is now requesting approval to amend the agreement with KCT Consultants, Inc. for additional CEQA documentation, new technical studies for air quality, new traffic impact analysis and completion of the Environmental Impact Report (EIR) due to the newly updated project description. The amended amount with KCT Consultants, Inc. will not exceed \$34,640.

Amendment Attached.

To be funded by the Board approved project planning budget, District Funds (Resource 4130).

Recommended Action: It is recommended that the Board of Trustees approve the amendment with KCT Consultants, Inc. for the Market Street Properties CEQA and EIR, and approve the amended amount not to exceed \$34,640 and authorize the Vice Chancellor, Administration and Finance, to sign the amendment.

Irving G. Hendrick  
Interim Chancellor

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

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

AMENDMENT TO AGREEMENT  
BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT  
AND  
KCT CONSULTANTS, INC.  
(Riverside School for the Arts Project/Market Street Properties)

This document amends the original agreement between the Riverside Community College District (RCCD) and KCT Consultants, Inc, which was approved by the RCCD Board of Trustees on August 29, 2006.

The agreement is hereby amended as follows:

- I. Additional compensation of this amended agreement shall not exceed \$34,640, including expenses. The term of this agreement shall be from the original agreement date of August 30, 2009, to the extended amended date of June 30, 2010. Payments and final payment shall coincide with original agreement.
- II. Additional scope of work shall be provided in Exhibit I, Attached.
- III. 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.

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

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

KCT CONSULTANTS, INC.

RIVERSIDE COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Don J. Edison  
President  
4344 Latham St., Suite 200  
Riverside, CA 92501

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit I

Additional Scope of Work to include:

1. Revise Project Description (\$1,000)
2. Revise Initial Study Documentation (\$1,200)
3. Prepare Technical Studies for Air Quality Impact (\$3,222)
4. Revise Expanded Traffic Impact Analysis (TIA) to include new project description (\$14,216)
5. Redraft and complete administrative draft Environmental Impact Report (EIR) (\$6,074)
6. Attend additional team meetings (\$598)
7. Prepare technical Noise Impact Analysis (\$7,000)
8. Project Management (KCT Consultants) (\$1,330)

Total Additional Scope Cost: \$34,640

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-4

Date: June 16, 2009

Subject: Wheelock Gymnasium, Seismic Retrofit Project – Project Design Presentation and Tentative Budget Approval

Background: On June 20, 2006, the Board of Trustees approved the District’s 2008-2012 Five-Year Capital Construction Plan, which included the Final Project Proposal (FPP) for the Physical Education Complex Phase II (Wheelock Gymnasium, Seismic Retrofit) project at the Riverside City College campus. On September 30, 2008, the District received approval from the State Chancellor’s office to initiate the development of final architectural plans and specifications for the project. On December 9, 2008, the Board approved an agreement with GKK Works to provide design services. On April 28, 2009, the Board approved Tilden Coil Constructors, Inc. to provide multiple prime construction management services to deliver the project.

Staff is now prepared to present the project design for the Board’s consideration. The presentation will be made by Dr. Muto and GKK Works architects.

Additionally, staff is requesting Board approval of the tentative budget for the Wheelock Gymnasium, Seismic Retrofit Project at the Riverside City campus in the amount of \$19,011,120, to be funded by State Construction Act Funds (Resource 4100 - \$11,283,000) and District Measure “C” Funds (Resource 4160 - \$7,728,120).

Recommended Action: It is recommended that the Board of Trustees approve the Wheelock Gymnasium, Seismic Retrofit Project design, the tentative budget for said project in the amount of \$19,011,120 and the use of Measure “C” Funds.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Jan Muto  
President, Riverside City Campus

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

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
RESOURCES COMMITTEE

Report No.: VI-B-5

Date: June 16, 2009

Subject: Riverside Aquatics Complex Project: Inspection Services

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

Staff is now requesting approval to enter into the attached agreement with River City Testing to provide DSA Special Inspection and Testing Laboratory Services for the Riverside Aquatics Complex project. Services under this agreement would include all speciality and material testing for a total amount not to exceed \$235,313.93.

Additionally, staff is requesting approval to enter into an agreement with Inland Inspections & Consulting for DSA Inspection Services for the Riverside Aquatics Complex project. Services under this agreement would include all on-site DSA required Inspector of Record (IOR) services and District speciality and quality control inspections for a total amount not to exceed \$190,030.

The proposed agreements are attached for the Board's review and consideration. Agreements would be funded via the Board-approved project budget. In the event the project is delayed or curtailed, the agreements allow for termination of service with little or no cost to the District.

Recommended Action: It is recommended that the Board of Trustees approve the attached agreements for the Riverside Aquatics Complex project with River City Testing in the amount of \$235,313.93 for DSA Special Inspection and Testing Laboratory Services, and Inland Inspections & Consulting in the amount of \$190,030 for DSA Inspector of Record services, and authorize the Vice Chancellor, Administration and Finance, to sign the agreements.

Irving G. Hendrick  
Interim Chancellor

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

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

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

RIVER CITY TESTING

THIS AGREEMENT is made and entered into on the 17<sup>th</sup> day of June, 2009, by and between RIVER CITY TESTING 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 and Exhibit IA, attached – as directed by the assigned District representative.
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 Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from June 17, 2009, to the estimated completion date of August 31, 2010, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$235,313.93 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the

purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

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

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



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

River City Testing

Riverside Community College District

---

Robert E. Schumacher  
Director of Operations  
7338 Sycamore Canyon Blvd., Suite 4  
Riverside, CA 92508

---

James L. Buysse  
Vice Chancellor  
Administration and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit I

### Scope of Services:

- Special Inspector Batch Plant\*\*
- Special Inspector Load Testing
- Special Inspector Masonry
- Special Inspector Pre-cast Concrete\*\*
- Special Inspector Rebar Sample \*\*
- Special Inspector Shotcrete
- Special Inspector Visual Welding Field\*\*
- Special Inspector Visual Welding Shop\*\*
- Special Inspector Structural Steel Open Web Joists\*\*
- Ultrasonic Testing/Magnetic Particle Inspection\*\*
- Soils Technician
- Extract Core Samples
- Prevailing Wage Increase Estimated Contingency\*
- Ground Rod Test
- Deliver Samples to Testing Laboratory
- Soil Maximum Density Test
- Soil Sieve Analysis Test
- Mix Design Review
- Grout Compression Test (18 sets of 5 samples)
- Mortar Compression Test (22 sets of 4 samples)
- Masonry Core Compression Test
- Masonry Core Shear Test
- Concrete Block Conformance Package
- Concrete Compression Test (110 sets of 4 samples)
- Gunite/Shotcrete Samples (3 cores)
- High Strength Bolt, Nut & Washer Conformance
- Rebar Bend Test
- Rebar Tensile Test
- Inspection of Musco Pole Bases (Minnesota) and Poles (Iowa)
- Geotechnical Services provided by Inland Foundation Engineering (IFE cost plus 2.5%)  
(See Exhibit IA – Geotechnical Services)
- One Final DSA Laboratory Affidavit

\*\*Mileage will be charged at the rate of .75 cents per mile for any inspections performed outside a 50 mile radius of the job site. If over-night stay is required, per diem will be billed at \$90.00 per day. If air travel is required actual cost of airfare plus 15% will be added.

\*\*\*If the hold sample does not require testing there will only be a \$5.00 fee for disposal of hold sample.

### Overtime Rates:

Normal Hours – 8 hours, Monday – Friday, excluding any Holiday

Overtime Hours (1.5x) – first 4 overtime hours on Monday – Friday and first 12 hours on Saturday, excluding any Holiday

Double-time Hours (2x) – all hours over 12 on Monday – Saturday and all hours on Sunday or Holiday

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
 RIVERSIDE CITY COLLEGE AQUATICS COMPLEX  
 SCHEDULE OF FEES FOR LABORATORY TESTING  
 Laboratory Test, Test Designation, and Price Per Test**

<b>Soils</b>		<b>Concrete</b>	
Atterberg Limits D 4318	\$125	Compression Test 6x12 Cylinder C 39	\$17.50
California Bearing Ration	\$400	Concrete Mix Design Review	\$110
Chloride and Sulfate Content	\$110	Concrete Mix Design Review (trial batch)	\$650
Consolidation D 2435	\$ 60	Concrete Core Compression Test C 42	\$ 35
Direct Shear – Undisturbed D 3080	\$230	Flexural Test C 78	\$ 50
Direct Shear – Remolded D 3080	\$250	Flexural Test C 293	\$ 50
Durability Index CT 229	\$150	Flexural Test CT 523	\$ 50
Expansion Index D 4829	\$150	Gunite/Shotcrete Samples (3 cores)	\$200
Expansion Potential (Method A) D 4546	\$135	Splitting Tensile Strength	\$ 75
Expansive Pressure (Method C) D 4546	\$135		
Geofabric Tensile and Elongation Test D 4632	\$150	<b>Reinforcing and Structural Steel</b>	
Permeability D 2434	\$200	Fireproofing Density Test UBC 7-6	\$ 35
pH and Resistivity CT 643	\$150	Hardness Test, Rockwell A 370	\$ 30
Proctor Density D 1557	\$110	High Strength Bolt, Nut, & Washer Conformance set A 325	\$110
R-Value D 2844	\$225	Pre-Stress Strand (7 wire) A 416	\$125
Sand Equivalent D 2419	\$ 75	Chemical Analysis A-36, A-615	\$110
Sieve Analysis D 422	\$ 70	Reinforcing Steel Tensile (up to #11) A 615, A 706	\$ 33
Sieve Analysis D 1140	\$100	Reinforcing Steel Bend (up to #11) A 615, A 706	\$ 28
Specific Gravity D 854	\$ 75	Structural Steel Tensile (excluding machining) A 370	\$ 50
		Welded Reinforcing Steel Tensile (up to #11 bars)	\$ 50
<b>Roofing</b>		<b>Asphalt Concrete</b>	
Built-up Roof cut-out samples	\$165	Mix Design Review (Job Spec)	\$110
Roofing Tile Absorption (set of 5) UBC 15-5	\$150	Extraction/Gradation D 2172, CT 310	\$200
Roofing Tile Strength Test (set of 5) UBC 15-5	\$150	Hveem Stability and Unit Weight CT 366	\$180
		Marshall Stability, Flow and Unit Weight T 245	\$200
<b>Masonry</b>		Maximum Theoretical Unit Weight D 2041	\$125
Concrete Block Compression Test C 140	\$ 50	Swell CT 305	\$165
Concrete Block Linear Shrinkage C 426	\$100	Unit Weight (sample or core) D 2726	\$ 75
Concrete Block Unit Weight and Absorption C 140	\$ 50		
Concrete Block Conformance Package C 90	\$300	<b>Aggregates</b>	
Masonry Grout 3x3x6 Prism Compression UBC 21-18	\$17.50	Absorption C 127, C 128	\$ 30
Masonry Mortar 2x4 Cylinder Compression UBC 21-16	\$17.50	Durability CT 229	\$120
Masonry Core Compression Test CBC	\$ 25	Sand Equivalent CT 217	\$ 75
Masonry Core Shear Test CBC	\$ 45	Sieve Analysis C 136	\$ 90
Masonry Prism half size Compression	\$125	Specific Gravity Coarse C 127	\$ 60
Grout or Mortar Mix Design Review	\$110	Specific Gravity Fine C 128	\$ 70
Veneer Adhesion Test	\$155		
Grade BD Anchor Test	\$275		
<b>Miscellaneous</b>			
Ground Rod Test	\$100		
Disposal of Hold Sample	\$ 5		
Pick up and deliver samples per trip	\$ 40		
DSA Final Lab Affidavit	Per Quote		

**HOURLY CHARGES FOR PERSONNEL\***

Special Inspector Batch Plant	\$72.50*
Special Inspector Concrete	\$72.50*
Special Inspector Fireproofing	\$72.50*
Special Inspector Load Testing	\$82.50*
Special Inspector Masonry	\$72.50*
Special Inspector Pachometer	\$82.50*
Special Inspector Rebar Sample	\$72.50*
Special Inspector Structural Steel and Welding	\$72.50*
Ultrasonic Testing	\$86.50*
Magnetic Particle Inspection	\$86.50*
Soils Technician	\$71.50*
Extracting Core Samples	\$125.00*
Engineer (upon request)	\$130.00*

\*Rates will increase by \$2.50 per hour on July 1, 2010.

## Exhibit IA

### Geotechnical Services provided by Inland Foundation Engineering

The purpose of conducting the testing and inspection services is to verify that the materials tested on this project meet the requirements of the DSA approved plans and specifications. Based on the structural notes within the site plans, consultant understands that the construction items that will involve Inland Foundation Engineering, Inc. will include required verification of and inspection of pier foundations consisting of:

- Observe drilling operations and maintain complete and accurate records for each pier.
- Verify placement locations and plumbness, confirm pier diameters, lengths, embedment into suitable dense soils, and adequate end bearing strata capacity.

Compaction testing and observation during associated site grading within the pool and building areas will also be performed. Based on Consultants review of the geotechnical report, Consultant anticipates that this will involve removal and recomaction of the upper 60 inches of soils in these areas.

Laboratory testing will be performed in order to classify the major soil types used for fill. This will include all or a portion of the following testing:

Classification Testing: Samples will be selected for classification testing. This testing will consist of mechanical grain size analysis and Atterberg Limits determinations. The classification testing categorizes the soil into groups having similar engineering characteristics.

Maximum Density-Optimum Moisture Determinations: This testing will be performed in accordance with the ASTM Standard D1557-02 test method. The maximum densities are compared to the field densities of the soil in order to determine the existing relative compaction to the soil.

Soluble Sulfate, pH, Chloride and Resistivity Testing: These results are used in determining the corrosive nature of the soils on concrete and ferrous materials.

Expansion Index Testing: Expansion testing will be performed in accordance with the ASTM Standard 4829. This testing consists of remolding 4-inch diameter by 1-inch thick test specimens to a moisture content and dry density corresponding to approximately 50 percent saturation. The samples are subjected to a surcharge of 144 pounds per square foot and allowed to reach equilibrium. At that point the specimens are inundated with distilled water. The linear expansion is then measured until complete.

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

INLAND INSPECTIONS & CONSULTING

THIS AGREEMENT is made and entered into on the 17<sup>th</sup> day of June, 2009, by and between INLAND INSPECTIONS & CONSULTING 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 Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from June 17, 2009, to the estimated completion date of August 31, 2010, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Consultant.
5. Payment in consideration of this agreement shall not exceed \$190,030 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided

further, that Consultant shall be indemnified against any damages resulting from such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

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

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

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

Inland Inspections & Consulting

Riverside Community College District

\_\_\_\_\_  
Robert E. Schumacher  
Director of Operations  
7338 Sycamore Canyon Blvd., Suite 4  
Riverside, CA 92508

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor  
Administration and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit I

### Inland Inspections & Consulting Riverside Aquatics Complex Project

#### Schedule of Fees:

Project Inspector 1560 hours at \$83.50 per hour	\$130,260.00
Project Inspector* 695 hours at \$86.00 per hour	\$59,770.00
TOTAL	\$190,030.00

\*The hourly rate of \$86.00 will be in effect through June 30, 2011.

Four and Eight hour minimums apply to all hourly fees.

#### Overtime Rates:

Normal Hours – 8 hours, Monday – Friday, excluding any Holiday

Overtime Hours (1.5x) – first 4 overtime hours on Monday – Friday and first 12 hours on Saturday, excluding any Holiday

Double-time Hours (2x) – all hours over 12 on Monday – Saturday and all hours on Sunday or Holiday

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
PLANNING COMMITTEE

June 9, 2009–7:15 p.m. (or immediately following the conclusion  
of the Teaching and Learning Board Committee Meeting)  
Board Room AD 122, Riverside City College

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

AGENDA

VI. Board Committee Reports

C. Planning

1. 2011-2015 Five-Year Capital Construction Plan  
- The Committee to review the Five Year Capital Construction Plan, Initial Project Proposals, and Final Project Proposals.
2. Ben Clark Public Safety Training Center Status Project  
-The Committee to review an agreement to develop a Letter of Intent and Needs Assessment Study for the project.
3. March Dental Education Center  
-The Committee to review additional funding for the development of a permanent center facility and an agreement to provide design services.
4. Moreno Valley Campus Safety and Site Improvement Project  
-The Committee to review the funding for the project and the awarding of bids.

5. Norco Campus Safety and Site Improvement Project  
-The Committee to review the funding for the project, an agreement to provide design services and bid specifications, and the awarding of bids.
6. Moreno Valley Administrative Move to Humanities Building  
-The Committee to review the funding for the planning and design of administrative office space.
7. Moreno Valley Science Laboratories Remodel Project  
-The Committee to review the funding for the assessment and planning of the project.
8. Moreno Valley Campus: Interim Food Service Facility  
-The Committee to review funding for installing a temporary facility during the remodel of the existing facility.
9. Comments from the public.

Adjourn

Prepared by: Naomi Foley  
Administrative Assistant, Academic Affairs

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-1

Date: June 16, 2009

Subject: 2011-2015 Five-Year Capital Construction Plan

Background: The State Chancellor's office requires community colleges to submit annually a Five-Year Capital Construction Plan and proposed Initial Project Proposals and Final Project Proposals for the Board of Trustees' consideration.

2011 - 2015 Five Year Capital Construction Plan – Attached Project List

Initial Project Proposals:

1. Moreno Valley – Center for Health and Wellness
2. Riverside – Cosmetology Building

Final Project Proposals:

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

Recommended Action: It is recommended that the Board of Trustees approve the 2011-2015 Five-Year Construction Plan: the Initial Project Proposals for Moreno Valley – Center for Health and Wellness; Riverside – Cosmetology Building; and the Final Project Proposals for Moreno Valley – Health Science Center; Norco – Center for Health, Wellness and Kinesiology; and Riverside – Life Science/Physical Science Reconstruction.

Irving G. Hendrick  
Interim Chancellor

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

Monte Perez  
President, Moreno Valley Campus

Brenda Davis  
President, Norco Campus

Jan Muto  
President, Riverside City College

Riverside Community College District  
2011-15 Five-Year Construction Plan

Project	Campus	Current Projected Schedule			Current Projected Budget*	
		Preliminary Plans (Start Date)	Working Drawings (Start Date)	Construction (Start Date)		Occupancy
Operations Center	Norco	Oct 2007	Sept 2009	June 2010	Sept 2011	\$6,772,000
Network Operations Center	Moreno Valley	Oct 2007	Jan 2009	Jan 2010	Dec 2010	\$3,013,357
Industrial Technology, Phase III	Norco	Aug 2006	Feb 2007	Dec 2007	June 2009	\$28,618,000
Aquatics Complex	Riverside	Jan 2008	July 2008	Sept 2009	Aug 2010	\$13,399,600
Soccer Field	Norco	Jan 2008	Feb 2008	Nov 2008	June 2009	\$4,616,000
Student Success Center	Norco	Apr 2007	Nov 2007	Apr 2009	Sept 2010	\$19,995,000
Wheelock Gymnasium, Seismic Retrofit	Riverside	July 2008	Jan 2009	Jan 2010	Feb 2012	\$18,411,000
Nursing/Science Building	Riverside	July 2007	Dec 2007	Sept 2009	Nov 2011	\$85,158,833
Phase III, Student Academic Services	Moreno Valley	Jan 2009	June 2009	June 2010	June 2012	\$19,399,000
School for the Arts	Riverside	Nov 2008	Aug 2009	Dec 2010	Dec 2012	\$62,858,000
Parking Structure and Surge Space	Moreno Valley	June 2009	Sept 2009	Aug 2010	Dec 2011	\$30,000,000
Center for Health, Wellness and Kinesiology	Norco	June 2011	Mar 2012	July 2013	July 2015	\$31,000,000
Health Science Center	Moreno Valley	June 2011	Mar 2012	July 2013	July 2015	\$27,470,000
New March Dental Education Center	Moreno Valley	Jan 2009	June 2009	Mar 2010	Sept 2010	\$14,271,000
Life Science/Physical Science Reconstruction	Riverside	June 2011	Mar 2012	July 2013	July 2015	\$24,805,000
Cosmetology Building	Riverside	2012/2013	2012/2013	2013/2014	2013/2014	\$13,740,000
South Corona Academic Facilities, Phase I	Norco	2012/2013	2012/2013	2013/2014	2015/2016	\$18,295,000
Center for Health and Wellness	Moreno Valley	2012/2013	2012/2013	2013/2014	2015/2016	\$18,553,000
One Stop Shop Renovation	Riverside	2012/2013	2013/2014	2014/2015	2016/2017	\$7,399,000
Infrastructure and ADA Transition	All	Sept 2008	Aug 2009	June 2010	Aug 2011	\$6,360,000

\*Actual project cost may be adjusted based on market bid conditions, State Chancellor's Office escalation in Planning and Construction budgets, etc.

# Initial Project Proposal

## 2012-2013

Community College Construction Act of 1980  
Capital Outlay Budget Change Proposal

**Center for Health and Wellness**

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Proposal Name

**Riverside Community College District**

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Community College District

**Moreno Valley Center**

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College or Center

**July 1, 2009**

---

Date

A \_\_\_\_\_ P **x** \_\_\_\_\_ W **x** \_\_\_\_\_ C **x** \_\_\_\_\_ E **x** \_\_\_\_\_

District: Riverside Community College District  
 College / Center: Moreno Valley Center  
 Project Name: Center for Health and Wellness  
 Project Type: New Construction

	Project Funding		
	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2012
Prelim. Plans:	\$741,000	\$0	Const. Cost Index: 5065
Working Draw. :	\$734,000	\$0	5 yr. Plan Priority: 20
Construction:	\$12,859,000	\$3,700,000	Net ASF: 39,750
Equipment:	\$519,000	\$0	Total GSF: 61,000
Total Cost:	<u>\$14,853,000</u>	<u>\$3,700,000</u>	
	\$18,553,000		

**Project Description:** The Moreno Valley campus is in the process of implementing a comprehensive Physical Education program. Currently only a few PE activity courses are offered and the entire program is housed in 3,300 square feet of portable facilities. This project proposes to construct a regulation size gymnasium that will support 6 badminton courts, 3 volleyball courts and 3 basketball courts, with adequate height clearances and safe boundary clearances. Provide a wellness center in addition to a traditional weight room. The facility will also house lecture classrooms for the Physical Education program. Men's and women's locker/shower facilities will also be provided in addition to two team rooms, a self defense room, a trainers area and adequate equipment storage.

Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:

# Initial Project Proposal

## 2012-2013

Community College Construction Act of 1980  
Capital Outlay Budget Change Proposal

**Cosmetology Building**

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Proposal Name

**Riverside Community College District**

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Community College District

**Riverside City College**

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College or Center

**July 1, 2009**

---

Date

A \_\_\_\_\_ P **x** \_\_\_\_\_ W **x** \_\_\_\_\_ C **x** \_\_\_\_\_ E **x** \_\_\_\_\_



District: Riverside Community College District  
 College / Center: Riverside City College  
 Project Name: Cosmetology Building  
 Project Type: New Construction

	<u>Project Funding</u>		
	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2012
Prelim. Plans:	\$562,000	\$0	Const. Cost Index: 5065
Working Draw. :	\$581,000	\$0	5 yr. Plan Priority: 18
Construction:	\$9,946,000	\$2,100,000	Net ASF: 11,113
Equipment:	\$551,000	\$0	Total GSF: 30,000
	<u>\$11,640,000</u>	<u>\$2,100,000</u>	
Total Cost:	\$13,740,000		

**Project Description:** This project proposes to construct a nearly 19,000 assignable square foot Cosmetology building on the south side of the campus. This new buildings location was selected during the master planning process and was affirmed when the board approved the new educational and facilities master plan in 2008. The spaces for this project include 14,661 of cosmetology lab space, a 478 asf classroom, 1,850 asf of office space and 2,000 asf of meeting room and staff lounge space. A secondary effect of this project will include the demolition of the current cosmetology building.

Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:

# Final Project Proposal

## 2011-2012

Community College Construction Act of 1980  
Capital Outlay Budget Change Proposal

**Health Science Center**

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Proposal Name

**Riverside Community College District**

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Community College District

**Moreno Valley Center**

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College or Center

**July 1, 2009**

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Date

A \_\_\_\_\_ P **x** \_\_\_\_\_ W **x** \_\_\_\_\_ C **x** \_\_\_\_\_ E **x** \_\_\_\_\_

District: Riverside Community College District  
 College / Center: Moreno Valley Center  
 Project Name: Health Science Center  
 Project Type: New Construction

	<u>Project Funding</u>		
	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2011
Prelim. Plans:	\$684,000	\$684,000	Const. Cost Index: 5065
Working Draw. :	\$526,000	\$526,000	5 yr. Plan Priority: 14
Construction:	\$19,107,000	\$4,779,000	Net ASF: 14,568
Equipment:	\$0	\$1,164,000	Total GSF: 51,353
Total Cost:	<u>\$20,317,000</u>	<u>\$7,153,000</u>	
	\$27,470,000		

**Project Description:** The project proposes to construct a permanent Health Science facility at the Moreno Valley campus. Currently many of the Allied Health programs are housed in temporary portables on campus. This 32,559 assignable square foot facility (51,353 gross square foot) would consolidate those programs and add expanded space for the Biology and Physical Science programs that are necessary for many Health Science degrees. As a result of the project the portable buildings will be moved to the future South Corona outreach site within the District.

Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:

# Final Project Proposal

## 2011-2012

Community College Construction Act of 1980  
Capital Outlay Budget Change Proposal

**Center for Health, Wellness and Kinesiology**

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Proposal Name

**Riverside Community College District**

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Community College District

**Norco Center**

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College or Center

**July 1, 2009**

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Date

A \_\_\_\_\_ P **x** \_\_\_\_\_ W **x** \_\_\_\_\_ C **x** \_\_\_\_\_ E **x** \_\_\_\_\_

District: Riverside Community College District

College / Center: Norco Center

Project Name: Center for Health, Wellness and Kinesiology

Project Type: New Construction

Project Funding

	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2011
Prelim. Plans:	\$580,000	\$580,000	Const. Cost Index: 5065
Working Draw. :	\$472,000	\$472,000	5 yr. Plan Priority: 13
Construction:	\$14,519,000	\$6,683,000	Net ASF: 39,218
Equipment:	\$0	\$587,000	Total GSF: 45,946
	<u>\$15,571,000</u>	<u>\$8,322,000</u>	
Total Cost:	\$23,893,000		

Project Description: The Norco campus is in the process of implementing a comprehensive Physical Education program. Currently only a few PE activity courses are offered and the entire program is housed in 3,300 square feet of portable facilities. This project proposes to construct a regulation size gymnasium that will support 6 badminton courts, 3 volleyball courts and 3 basketball courts, with adequate height clearances and safe boundary clearances. Provide a wellness center in addition to a traditional weight room. The facility will also house lecture classrooms and a kinesiology lab for the Physical Education program. Men's and women's locker/shower facilities will also be provided in addition to two team rooms, a self defense room, a trainers area and adequate equipment storage.

Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:

# Final Project Proposal

## 2011-2012

Community College Construction Act of 1980  
Capital Outlay Budget Change Proposal

**Life Science/Physical Science Reconstruction**

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Proposal Name

**Riverside Community College District**

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Community College District

**Riverside Community College**

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College or Center

**July 1, 2009**

---

Date

A \_\_\_\_\_ P **x** \_\_\_\_\_ W **x** \_\_\_\_\_ C **x** \_\_\_\_\_ E **x** \_\_\_\_\_

District: Riverside Community College District  
 College / Center: Riverside City College  
 Project Name: Life Science/Physical Science Reconstruction  
 Project Type: New Construction, Reconstruction

Project Funding

	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2011
Prelim. Plans:	\$549,000	\$549,000	Const. Cost Index: 5065
Working Draw. :	\$492,000	\$492,000	5 yr. Plan Priority: 17
Construction:	\$17,375,000	\$1,494,000	Net ASF: 21,414
Equipment:	\$1,927,000	\$1,927,000	Total GSF: 59,161
	<u>\$20,343,000</u>	<u>\$4,462,000</u>	

Total Cost: \$24,805,000

**Project Description:** This project proposes to reconstruct the Physical Science and Life Science buildings into an interdisciplinary complex that can accommodate program growth in many different disciplines. The Physical Science and Life Science buildings will be vacated in 2011 when the Nursing project is completed. The campus is predicted to have a dismal 53% capacity/Load ratio in the lab category in 2011 and many programs have outgrown their current facilities. The entire Business program will be relocated, which will also allow the Business Ed building to be renovated into a "One Stop Shop" that will provide easier access for students. The "One Stop Shop" will be a locally funded project.

Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-2

Date: June 16, 2009

Subject: Ben Clark Public Safety Training Center Status Project

Background: The Riverside Community College District currently has an agreement with the Riverside County Sheriff's Department for the shared use of the Ben Clark Public Safety Training Center for office space and classroom and laboratory facilities to teach courses in administration of justice, fire technology, and emergency medical services. The District is now in the planning process to seek approval for a State-approved Education Center (Center Status Project) at the Ben Clark Public Safety Training Center. To become a State-approved Center, a Letter of Intent and a Needs Assessment Study must be submitted to and approved by the California Community Colleges Chancellor's Office and California Postsecondary Education Commission.

Staff is now requesting to enter into an agreement with tBP/Architecture to collect and coordinate the development of the Letter of Intent and the Needs Assessment Study for the Center Status Project – Ben Clark Public Safety Training Center in the amount not to exceed \$84,500. A copy of the agreement is attached for the Board's review and consideration. This effort will be funded by District Measure C funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve the agreement with tBP/Architecture for development of the Letter of Intent and the Needs Assessment Study for the project, for an amount not to exceed \$84,500, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte Perez  
President, Moreno Valley Campus

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

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



AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

tBP/ARCHITECTURE

THIS AGREEMENT is made and entered into on the 17<sup>th</sup> day of June, 2009, by and between tBP/ARCHITECTURE 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 the Ben Clark Public Safety Training Center, Riverside.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from June 17, 2009, to the estimated completion date of December 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 a fixed fee of \$79,500, plus \$5,000 for reimbursable expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by 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 the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

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

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

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

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

tBP/Architecture

Riverside Community College District

\_\_\_\_\_  
Richard A. Mangum, AIA  
President and Chief Operating Officer  
1000 Burnett Avenue, Suite 140  
Concord, CA 94520

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor  
Administration and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit I

### Scope of Services:

tBP/Architecture will collaborate with the District staff to collect and coordinate the development of the Letter of Intent (LOI) and subsequent Needs Assessment Study for the Center Status Project located at the Ben Clark Public Safety Training Center, Riverside.

Services to include the following required information:

- a general description and overview of the proposed Center including history, social and demographic analysis of the surrounding area, the geographic service area for which needs yet to be defined;
- enrollment projections over a 15 year period expressed in WSCH and FTES for all campuses in the district that are sufficient to justify the establishment of a new center;
- evidence that the State Department of Finance Demographic Research Unit has reviewed and approved the projections;
- a discussion of the extent to which, in quantitative terms, the proposed new center will increase district capacity and help meet district, regional and statewide enrollment demand;
- a discussion of compelling needs if the district enrollment projection does not exceed the planned enrollment capacity of existing district colleges or centers;
- the proposed center's previous enrollment history to support conversion from an outreach operation to a center;
- a discussion of alternatives to creating a center including pro and con arguments and a cost-benefit analysis for each, acknowledging that the proposed center provides public safety training and related courses only;
- a presentation of academic planning and program justification for the proposed center along with a description of the proposed academic organizational structure;
- a description of the student services that are planned for the new center, and an explanation of how these services will be sustained over time;

- a 10-year capital outlay projection that includes the total assigned square feet anticipated for each year of the projection period. A similar projection of anticipated support costs and other expense elements will also be required;
- a description of geographic and physical accessibility, and the demonstration of commuting times and distances from various locations to the proposed site;
- the effects of the proposed new Center on other providers of education must be explained;
- evidences of strong local and regional support, usually demonstrated by organizational resolutions and/or letters;
- a copy of the draft of first phase environmental impact report for the site/project; and
- an explanation of economic efficiencies that are to be part of the proposal – gifts of land collaborative efforts with other segments, local bond funds, etc.

tBP/Architecture will prepare the required LOI and Needs Assessment Study reports for formal submission to the California Community Colleges Chancellor's Office (CCCCO) and California Postsecondary Education Commission (CPEC). tBP/Architecture anticipate that the Letter of Intent will be completed within three months and submitted to the CCCCCO for acceptance/approval. Following submission of the LOI, the needs Assessment Study will be completed, to the District's satisfaction, within six months, so as to be able to submit the Needs Assessment Study to the State Chancellor's Office and CPEC as soon as possible following receipt of approval of the Letter of Intent from CCCCCO and CPEC. tBP/Architecture work includes all discussions and meetings with the CCCCCO and CPEC required and anticipated, due to the new regulations and personnel changes occurring at these governing agencies.

*Compensation:*

tBP/Architecture will provide services at a fixed fee of \$79,500 for the development of the Letter of Intent and Needs Assessment Study for the Center Status Project at the Ben Clark Public Safety Training Center. The Letter of Intent fee will be \$9,500 of this fixed fee amount.

*Project Related Reimbursable Expenses:*

Project related expenses are in addition to the fee and are not to exceed \$5,000. The reimbursable expenses include those expenses incurred in the interest of the project. They include mileage/travel expenses, long distance communications, fees paid for securing approval of authorities having jurisdiction over the project, expense of reproducing Drawings, Specifications, and other documents, postage and handling, and expense of renderings, model and mock-ups requested by the Client. These expenses will be compensated at 1.15 times the amounts invoiced to the Architect.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-3

Date: June 16, 2009

Subject: March Dental Education Center

Background: On December 23, 2008, the Board of Trustees approved a non-binding Letter of Intent (LOI) with March HealthCare Development, LLC. The LOI outlines the potential donation of 7.8 acres of property at the former March Air Force Base for the purpose of developing a facility to house the dental programs of the Moreno Valley Campus. The leased facility at March Air Force Base currently housing the dental programs is tentatively scheduled to be demolished within the next year to make way for a major medical center campus.

On March 17, 2009, the Board approved the initial planning and design process for the March Dental Education Center (MDEC) with an allocation of \$500,000 of Measure "C" Funds. Additionally, the Board approved an agreement with HMC Architects to provide site development plans and design for a modular facility in the amount of \$239,500.

The Campus is now requesting an additional allocation of \$700,000 for the design of a permanent MDEC facility, for a total allocation of \$1,200,000. The Campus is also requesting approval to enter into a new agreement with HMC Architects (copy attached) to provide design services for the development of design, working drawings, specifications, and a project cost estimate for the permanent facility. The fee for design services with HMC Architects is not to exceed \$1,014,000 based on 7.8% of construction cost, including reimbursable expenses. The design services fee will be adjusted based on the actual cost of construction when bids are approved by the Board of Trustees. Additionally, HMC Architects will provide California Environmental Quality Act (CEQA) documentation for an additional amount not to exceed \$45,000. The total sum of the HMC Architects agreement for the MDEC project would then be \$1,059,000. This agreement would supersede the agreement with HMC Architects approved by the Board on March 17, 2009. If the Board approves these proposals, staff will bring the final project design and proposed final project budget to the Board for approval at a later date.

It should also be noted that due to this change, MDEC square footage would increase from 7,500 to approximately 18,000 assignable square feet which would allow for future program growth. This space would also be equivalent to that which would otherwise have been planned to be located on the first of three floors at the new Moreno Valley Health Science Center building (i.e. the same 18,000 square feet of construction is planned for the donated 7.8 acre property). Additionally, with the square footage increase, building construction is now seen as permanent in nature, which increases the Measure C-funded project budget to approximately \$13,500,000, up from the earlier \$2.5 million. Finally it should be noted that plans generated for this project could be reused at another site in the event the donation of this property does not occur.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-3

Date: June 16, 2009

Subject: March Dental Education Center (continued)

Recommended Action: It is recommended that the Board of Trustees approve additional Measure C funding in the amount of \$700,000 for the planning and design of the March Dental Education Center, the agreement with HMC Architects to provide design services, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte Perez  
President, Moreno Valley Campus

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



AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

HMC ARCHITECTS

THIS AGREEMENT is made and entered into on the 17<sup>th</sup> day of June, 2009, by and between HMC ARCHITECTS hereinafter referred to as "Architect" and RIVERSIDE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District."

The parties hereto mutually agree as follows:

1. Scope of services: Reference Exhibit I, attached.
2. The services outlined in Paragraph 1 will primarily be conducted at Architect's office(s), and on site at Riverside Community College District's Moreno Valley Campus and March Air Reserve Base property in Moreno Valley, California.
3. The services rendered by the Architect are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. This agreement supercedes the agreement approved by the Board of Trustees on March 17, 2009. The term of this agreement shall be from June 17, 2009, to the estimated completion date of June 30, 2010, with the provision that the Vice Chancellor of Administration and Finance or his designee may extend the date without a formal amendment to this agreement with the consent of the Architect.
5. Payment in consideration of this agreement shall not exceed \$1,014,000 including reimbursable expenses based on 7.8% of construction cost and \$45,000 for California Environmental Quality Act (CEQA) documentation. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Architect hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Architect shall have the right to retain copies of all such data for Architect records. District shall not be limited in any way in its use

of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Architect shall be indemnified against any damages resulting from such use. In the event the Architect, following the termination of this Agreement, desires to use any such data, Architect shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

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

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

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

HMC Architects

Riverside Community College District

---

Chris R. Taylor, AIA  
Executive Vice President  
3546 Concourses St.  
Ontario, CA 91764

---

James L. Buysse  
Vice Chancellor  
Administration and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit I

### Scope of Services

#### Scope of Project

District proposes to construct a permanent Dental Educational Center facility, with associated site work, for the Moreno Valley Campus to be located at the former March Air Reserve Base located in Moreno Valley, California. The facility will be approximately 26,000 GSF (17,000 ASF) and will include spaces for operatories, classrooms, offices, radiology and clinical/lab space.

#### A. Scope of Work:

The scope of services relating to this project includes:

1. Program validation.
2. Schematic Design, Design Development, Construction Documents, Bidding, Construction Administration services and DSA closeout.
3. Provide CEQA documentation (Mitigated Negative Declaration).
4. Review pertinent as-built plans and other data necessary for evaluation of existing site conditions.
5. Perform field visits as required to observe existing conditions.
6. Attend meetings with the District as required to validate program and site requirements. Three (3) program validation meetings are anticipated.
7. Coordinate all project approvals, including Certificate of Completion, as required by applicable governing authorities such as DSA, in a timely manner and ensure proper project close-out.
8. Provide furniture and equipment coordination.

#### C. Assumptions and Exclusions:

1. An IPP and FPP is not required for this project.
2. Site Master Planning is not required.
3. Project will be LEED Silver equivalent.
4. The existing dental equipment will be re-used with the potential for some additional donated equipment.

5. It is assumed that the existing utility systems that are needed for the new permanent facility (water, sewer storm drain, electrical power, fire alarm, data/telephone/communication, etc) are available at the property line and are adequate.
6. Furniture selection and specifications are excluded from basic services. Architect and consultants will coordinate all necessary utility connections for the equipment.
7. Department of Toxic Substance Control (DTSC) approval is not required.
8. The District will provide an environmental/geotechnical report and topographical.
9. The construction cost budget is preliminarily estimated at \$500/GSF.

D. Consultants

Architect proposes to use the following consultants for this project:

Civil	Penco Engineering
Structural	Byrd and Associates
MEPT	TMAD
Landscape	Kammeyer and Associates
CEQA	The Planning Center

D. Compensation:

Architect will provide the services outlined in the Scope of Work on a percentage of the construction cost based on seven and eight tenths (7.8%) percent, for a not to exceed amount of One Million, Fourteen Thousand (\$1,014,000) dollars, including reimbursable expenses and an additional fixed fee of Forty-Five Thousand (\$45,000) dollars for the CEQA scope.

E. Additional Services:

If Additional Services are required beyond the original Scope of Work, Architect will bill on an hourly basis per Attachment "A", Architect's Rate Schedule attached, upon written approval of the District.

F. Reimbursable Expenses:

Reimbursable expenses will be billed at 1.1 times the actual expense.

**ATTACHMENT "A"**  
**HMC RATE SCHEDULE**

**Standard Hourly Rate Schedule by Professional Category**

(Not all categories need apply to this contract)

	Hourly Rates
Principal	\$ 235.00
Managing Principal	\$ 235.00
Educational Services	\$ 195.00
Design Director	\$ 195.00
Senior Healthcare Planner	\$ 185.00
Senior Project Manager	\$ 185.00
Senior Construction Administrator	\$ 170.00
Cost Estimator	\$ 165.00
Project Manager	\$ 165.00
Senior Designer	\$ 155.00
Interior Design Director	\$ 155.00
Designer	\$ 145.00
Graphics	\$ 135.00
Project Leader	\$ 135.00
Technical Services/QA Plan Reviewer/Spec Writer	\$ 135.00
Labor Compliance	\$ 135.00
Interior Senior Designer	\$ 130.00
Construction Administrator	\$ 125.00
Job Captain	\$ 120.00
Senior Drafter	\$ 115.00
Intermediate Drafter	\$ 110.00
Junior Designer	\$ 110.00
Computer Services	\$ 100.00
Interior Design /Project Coordinator	\$ 100.00
Drafter	\$ 95.00
Intern Architect	\$ 85.00
Construction Administration Support	\$ 80.00
DSA Coordinator	\$ 80.00
Contract Administrator	\$ 80.00
Jr. Interior Designer	\$ 75.00
Admin Support	\$ 75.00

These are the current hourly rates effective July 1, 2006 through June 30, 2007 and are subject to change one time annually effective July 1st.

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-4

Date: June 16, 2009

Subject: Moreno Valley Campus Safety and Site Improvement Project

Background: In preparation for the college status accreditation visit in October, the Moreno Valley campus staff with the assistance of Alfa Tech Cambridge Group, Inc., a construction management services company, conducted a comprehensive survey of campus conditions which need to be corrected or improved for the campus to look its very best. The project would include the replacement of carpet and tile flooring, and cove base material in numerous locations throughout the campus, wallpaper removal and repair in five buildings, replacement of damaged and stained ceiling tiles throughout the campus, replacement of damaged window coverings throughout the campus, replacement of damaged counter tops in the Library and Humanities Buildings, repair of damaged and missing tile in restrooms in the Student Services and Humanities Buildings, replacement of damaged and missing toilet partitions and toilet accessories in restrooms throughout the campus, and other identified deferred maintenance work. In addition to this contracted work, campus maintenance staff will be completing numerous deferred maintenance activities. The project was vetted and approved by the Moreno Valley Strategic Planning Committee on May 21, 2009 and the District Strategic Planning Committee on May 29, 2009.

The total project cost is estimated at \$1.0 million. Staff is requesting approval for use of Measure "C" funding not to exceed \$900,000 to fund the project, which would be in addition to \$200,000 of Moreno Valley Scheduled Maintenance funds. Staff is also requesting that the Board authorize the Vice Chancellor of Administration and Finance to award construction bids upon completion of the statutory bid process for a community college public works project. This award will take place during the summer break in Board meetings but will be presented to the Board of Trustees in August for review and ratification.

Recommended Action: It is recommended that the Board of Trustees approve Measure "C" funding for the project in the amount of \$900,000, and authorize the Vice Chancellor, Administration and Finance to award bids, with bid awards to be brought to the Board for review and ratification at its August 2009 meeting.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte Perez  
President, Moreno Valley Campus

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

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



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-5

Date: June 16, 2009

Subject: Norco Campus Safety and Site Improvements Project

Background: In preparation for the college status accreditation visit in October, the Norco campus staff has conducted a comprehensive survey of campus conditions that need to be corrected or improved in order for the campus to look its very best. These corrections include the addition of sidewalks to address safety concerns, landscaping and other site improvements. On May 19, 2009 the Norco Strategic Planning Resources Committee approved the project and determined that it was consistent with the campus facilities master plan that had been previously approved by the Norco Campus Strategic Planning Committee and District Strategic Planning Committee. The project was approved by the District Strategic Planning Committee on May 29, 2009. The campus is ready to have this planning move forward to prepare the design and bid specifications and conduct bidding.

Therefore, staff is requesting approval and use of Measure "C" funding (Resources 4160) not to exceed \$1.7 million to fund the project. Additionally, staff is requesting that the attached agreement with GKK Works be approved to provide design and bid specifications in preparation for bidding in an amount not to exceed \$43,950. This sum is included in the proposed project budget.

Staff is also requesting that the Board authorize the Vice Chancellor of Administration and Finance to award construction bids upon completion of the statutory bid process for a community college public works project. This award will take place during the summer break in Board meetings, but will be presented to the Board of Trustees in August for review and ratification.

Recommended Action: It is recommended that the Board of Trustees approve Measure "C" funding for the project in an amount not to exceed \$1.7 million, approve the agreement with GKK Works to provide design services and preparation of bid specifications in the amount of \$43,950, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement and award the bids with bid awards to be brought to the Board for review and ratification at its August 2009 meeting.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Brenda Davis  
President, Norco Campus

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

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

AGREEMENT BETWEEN  
RIVERSIDE COMMUNITY COLLEGE DISTRICT

And

GKK WORKS

THIS AGREEMENT is made and entered into on the 17<sup>th</sup> day of June, 2009, by and between GKK WORKS 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, Norco Campus.
3. The services rendered by the Consultant are subject to review by the Associate Vice Chancellor of Facilities Planning, Design and Construction or his designee.
4. The term of this agreement shall be from June 17, 2009, to the estimated completion date of December 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 \$43,950 including expenses. Invoice for services will be submitted every month for the portion of services completed on a percentage basis. Payments will be made as authorized by the Associate Vice Chancellor of Facilities Planning, Design and Construction, and delivered by U.S. Mail. The final payment shall not be paid until all of the services, specified in Paragraph 1, have been satisfactorily completed, as determined by Associate Vice Chancellor of Facilities Planning, Design and Construction.
6. All data prepared by Consultant hereunder, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, magnetic media, computer software or other programming, diagrams, and calculations shall become the property of District upon completion of the Services and Scope of Work described in this Agreement, except that the Consultant shall have the right to retain copies of all such data for Consultant records. District shall not be limited in any way in its use of such data at any time provided that any such use which is not within the purposes intended by this Agreement shall be at District's sole risk, and provided further, that Consultant shall be indemnified against any damages resulting from

such use. In the event the Consultant, following the termination of this Agreement, desires to use any such data, Consultant shall make the request in writing through the office of the Associate Vice Chancellor of Facilities Planning, Design and Construction, who will obtain approval from the Board of Trustees before releasing the information requested.

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

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

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

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

GKK Works

Riverside Community College District

\_\_\_\_\_  
Kris Kay  
Principle of Higher Education  
2355 Main St. #220  
Irvine, CA 92614

\_\_\_\_\_  
James L. Buysse  
Vice Chancellor  
Administration and Finance

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit I

### Scope of Services

Scope of Project: The project is to provide for safety and site improvements at the Riverside Community College District's Norco Campus in preparation for the campus accreditation visit in October. Time is of the essence for the project in order to have the safety and site improvements completed and installed by the October visitation date.

#### Scope of Services:

1. Provide planning and design services to include, but not limited to, a project cost estimate, preparation of all planning, design, bid specifications and construction documents necessary to bid work to complete safety and site improvements at the Norco Campus.

The project design, bid specifications and construction documents will include the following:

- a. Site improvements including landscaping and irrigation for three areas in front of the West End Quad as labeled "A" on the attached Exhibit "A."
  - b. Site improvements including landscaping and irrigation for the area adjacent to the existing ADA parking labeled "B" on the attached Exhibit "A."
  - c. Site improvements including landscaping and irrigation for the area bordering the existing parking lot labeled as "C" on the attached Exhibit "A"
  - d. Site improvements for providing a new horse path along south side of Third Street. The area will extend approximately 600 feet east from the entry to the soccer field complex labeled "D" on the attached Exhibit "A." Improvements are to include new landscaping and irrigation.
  - e. Site improvements for providing a new five foot wide side walk along the south side of Third Street from the soccer field complex to the Child Development Center, new two rail fence along side walk and horse trail and landscaping and irrigation between the new side walk and campus south property line as labeled "A" on attached Exhibit "B."
2. Provide District with assistance in evaluating bids.
  3. Assist District during project construction to answer contractor inquires and provide clarification of design and bid documents.



EXHIBIT "A"



EXHIBIT B



RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-6

Date: June 16, 2009

Subject: Moreno Valley Administrative Move to Humanities Building

Background: The Moreno Valley Campus' Administration Annex houses the President, Vice President of Educational Services, Vice President of Business Services, three full-time classified staff and hourly support staff. The current space is quite cramped and does not meet District design standards. As a result, it is not efficient for administrative use. In addition, these offices should set the tone for the campus to assure that all campus offices, classrooms, and laboratories adhere to the standards of both the Campus and District.

Thus, the Campus proposes that those offices residing in the Administrative Annex be moved to space on the second floor of the Humanities Building (2,414 gsf). The Annex (1,920 gsf) would then be converted into faculty offices, about half of which would be dedicated to Health Sciences. Additionally, some ADA issues in the Annex would be addressed as a part of this conversion.

Staff estimates that the cost for planning and design would be approximately \$50,000. The project scope would include both the creation of the new administrative office space as well as secondary effects in the existing Annex space. The Campus recommends that Higginson + Cartozian Architects, Inc. be retained for this project. This project has been vetted and approved by the Campus and District Strategic Planning Committees.

Project to be funded by District Measure "C" funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve use of \$50,000 in Measure "C" funding for the planning and design, the assignment of Higginson + Cartozian Architects, Inc. to plan and design the new and existing space, and authorize the Vice Chancellor, Administration and Finance, to sign all related agreements.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte Perez  
President, Moreno Valley Campus

Orin Williams  
Associate Vice Chancellor, Facilities Planning, Design, and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-7

Date: June 16, 2009

Subject: Moreno Valley Science Laboratories Remodel Project

Background: The future Health Science building, which will house additional lab space for biology, microbiology, anatomy and chemistry, is not yet approved by the State and would not be built for another 5-9 years. Given its Health Science orientation, the Campus cannot wait for those labs to come online in order to address concerns with existing lab space. These concerns revolve around the functionality and sufficiency of laboratory space. The Moreno Valley Campus proposes to address these concerns in two phases.

First, the Campus is requesting that \$500,000 be allocated from Measure "C" funds to assess, plan and begin work to rectify these concerns. It is anticipated that this budget would cover the costs for planning and design for both phases of the project. The Campus has selected Steinberg Architects for this work, but a contract has not yet been prepared at the time of this writing.

The first phase would be focused on the more immediate functionality concerns and would address various storage, access, health and safety issues. It is critical that the District move expeditiously toward resolving these concerns to ensure that students' laboratory experiences are optimized. Phase I has been endorsed by both the Campus Strategic Planning Committee and the District Strategic Planning Committee.

Regarding Phase II, our science classes are impacted, as evidenced by waiting lists of 200 to 400 students trying to enroll in them. In addition, the Moreno Valley Campus does not have a dedicated physics lab. This hinders enrollment management and constrains health sciences and transfer programs as well as new program development. The Moreno Valley Campus is therefore proposing an expansion and modernization of these labs in Phase II. A proposal regarding this matter will be brought by the Campus to the August Board meeting for the Board's review and consideration.

Recommended Action: It is recommended that the Board of Trustees approve use of \$500,000 in Measure "C" funds for Phase I of the project as described above, and authorize the Vice Chancellor, Administration and Finance, to sign related contracts.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Monte Perez  
President, Moreno Valley Campus

Orin Williams  
Associate Vice Chancellor, Facilities Planning, Design and Construction

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
PLANNING COMMITTEE

Report No.: VI-C-8

Date: June 16, 2009

Subject: Moreno Valley Campus: Interim Food Service Facility

Background: October 21, 2009, the Board of Trustees approved the final design and budget for the Food Service Remodel – Moreno Valley Campus. The project is currently in the final stages of DSA review and will be ready to bid in the next two months. In order to continue to provide food services on campus during the year-long construction, Food Services has made plans to install a temporary food services facility. The total cost for providing the interim facility is \$80,000. This includes the lease cost for one year, set up, all permits and fees, tear out and removal.

Staff is requesting budget approval in the amount not to exceed \$80,000 to provide an interim food service facility at the Moreno Valley Campus.

To be funded by \$28,000 from Food Services Operational Funds and \$52,000 from Measure “C” Funds (Resource 4160).

Recommended Action: It is recommended that the Board of Trustees approve funding for the facility, for an amount not to exceed \$80,000, of which \$52,000 will come from Measure “C” Funds and \$28,000 from Food Services Operation Funds, and authorize the Vice Chancellor, Administration and Finance, to sign all lease agreements pertaining to the lease of the facility.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Linda Lacy  
Vice Chancellor, Student Services and Operations

Monte Perez  
President, Moreno Valley Campus

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
GOVERNANCE COMMITTEE MEETING  
June 9, 2009 - 8:00 p.m. (or immediately following the conclusion  
of the Planning Board Committee Meeting)  
Board Room AD122, Riverside City College

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

AGENDA

VI. Board Committee Reports

D. Governance Committee

1. Revised and New Board Policies – First Reading  
- The Committee will review Board Policies 2015, 2713, 3950, 4106, 5160, 5400, 5405, 5410, 5420, 5430, 7210 and 7217, as well as Administrative Procedure 2015.
2. Federal Representation for RCCD  
- The Committee will review the renewal of the contract for federal representation of the District in Washington, DC.
3. Comments from the public.

Adjourn

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

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-1

Date: June 16, 2009

Subject: Revised and New Board Policies – First Reading

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

Board of Trustees

2015 – Student Trustee – Policy. This is a revision of the original Policy that was approved in September 2008.

2015 – Student Trustee – Administrative Procedure. Replaces current Regulations 1016 and 6016.

2713 – Gifts of Tickets and/or Passes – This is a new Policy for the District.

General Institution

3950 – Naming of Facilities. Replaces current Policy 7070

Academic Affairs

4106 – Nursing Programs – This was originally approved by the Board on March 17, 2009; however in the CCLC bi-annual update of their model Board Policies, received in April, the changes noted were suggested.

Student Services

5160 – Student Employment – Replaces current Policy 6040.

5400 – Associated Students Organization – Replaces current Policy 6120.

5405 – District Student Executive Board – Replaces current Policy/Regulation 6010.

5410 – Associated Students Elections – This is a new Policy for the District.

5420 – Associated Students Finance – This is a new Policy for the District.

5430 – Extra-Curricular Activities – Replaces current Policy 6130.

Human Resources

7210 – Academic Employees - Replaces current Policy 3024.

7217 – CAL STRS Reduced Workload Program – Replaces current Policy 3095.

Recommended Action: It is recommended that the Board of Trustees accept for first reading Board Policies 2015, 2713, 3950, 4106, 5160, 5400, 5405, 5410, 5420, 5430, 7210 and 7217, as well as Administrative Procedure 2015.

Irving G. Hendrick  
Interim Chancellor

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

**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 2.5 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.

**The student trustee shall be chosen by the students enrolled in the District as follows:**

**The student trustee shall be elected by all the students of the student body in a general election held for that purpose. *The election will be held in the Spring semester. The term of office shall begin the first day after the end of the spring semester and remain in office until the last day of the following spring semester.***

**Special elections shall be held if the office becomes vacant by reason of the resignation or disqualification of an elected student member, or by any other reasons. Special elections shall be held within thirty (30) days after notice of the vacancy comes to the attention of the Chancellor.**

**Candidates for the position may nominate themselves or be nominated by others by the filing of an application certifying that the candidate is eligible for service under the criteria set forth in California law and these policies. The election will be conducted in accordance with administrative procedures established by the Chancellor *or designee.***

---

Date Adopted: September 16, 2008

(Replaces Policies 1016 & 6016)

**Revised:**

## Riverside Community College District Procedure

No. 2015

### Board of Trustees DRAFT

#### AP 2015 STUDENT *TRUSTEE*

##### Reference:

Education Code Sections 72023.5, 72122, 72129

##### ❖ From current RCCD Regulation 1016/6016 titled Student Member of Governing Board

##### I. Election of Student *Trustee* Member

~~The President of the Associated Students of Riverside Community College District shall be recommended to the Chancellor of the District as the student member of the governing board. Final approval of the student member shall rest with the governing board.~~

**The student member(s) shall be elected by a plurality vote of those voting in a regular election of the student body. All members of the student body may vote. The election will be conducted during the spring semester. *The student trustee will take office at the first Board meeting following the end of the Spring semester.***

##### II. Term of Office

~~The term of office for the student member of the Governing Board shall coincide with the term of office as President of the Associated Students of Riverside Community College District.~~ ***The term of office shall be from the first day after the end of the spring semester and will remain in office until the last day of the following spring semester. The Student Trustee may serve up to two (2) terms, if the qualifications in the ASRCCD by-laws are met.***

##### III. Duties and Responsibilities

The student member ***trustee*** of the governing board shall be sworn in, given the oath of office, and seated with the elected members of the governing board, ***and shall carry out all of the duties delineated in the ASRCCD constitution.***

***The student trustee*** and shall be accorded the normal privileges and responsibilities of a board member except ***that the student trustee shall not:***

- A. ~~The student member shall not~~ **Vote** on any matter before the governing board.
- B. ~~The student member shall not~~ **Attend** closed or special sessions. (~~ECS 72122~~  
~~— and 72129 Note of Decision~~)
- C. ~~The student member shall not~~ **Make**, amend or second motions.

#### **IV. Scholarship**

***The Student Trustee, in recognition of his/her service on the Board of Trustees, shall receive a \$300 scholarship at the end of each Spring and Fall semester, for a total of \$600.***

#### **V. Vacancy**

***If a vacancy occurs for any of the following reasons:***

- ***Written notification of resignation by any means of written communication;***
- ***Impeachment or dismissal;***
- ***Failure to comply with expressed ASRCCD Constitutional qualifications for holding office; or***
- ***Death,***

***the ASRCCD Student Trustee Pro Tempore will serve as the ASRCCD Student Trustee in accordance with Article IV, Section 2B of the ASRCCD Constitution, until a special election occurs. In the occasion of a vacancy also in the position of the ASRCCD Student Trustee Pro Tempore, then the District Student Executive Secretary will assume the duties of the ASRCCD Trustee until a special election occurs.***

~~If the office of President of the Associated Students of Riverside Community College District becomes vacant, the position of student member to the governing board shall remain vacant until a replacement for the office of President of the Associated Students is appointed or elected. The new nominee will then be appointed in accordance with Section I of these regulations.~~

#### **VI. Recall**

***The ASRCCD Student Trustee shall be subject to recall by the RCCD student body. A written petition with signatures of at least ten percent (10%) of the current semester enrollment of the RCCD student body shall constitute a request for recall. Upon presentation of said petition to the District Student Executive Board and Chancellor or designee, a recall election shall be called within fifteen (15) calendar days. A two-thirds (2/3) majority of the votes cast shall be required***



***to recall the ASRCCD Student Trustee, with this number being at least two-thirds (2/3) the number of votes cast in the Trustee's original election.***

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**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 1016/6016 titled Student Member of Governing Board approved on May 17, 2005. Language in **bold italic type** is provided by RCCD staff.

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**Date Approved**

*(Replaces current Riverside CCD Regulation  
1016/6016)*

## Riverside Community College District Policy

**No. 2713**

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**Board of Trustees**

### **BP 2713 GIFTS OF TICKETS AND/OR PASSES**

**Reference:**

**Fair Political Practices Commission (“FPPC”) Regulation 18944.1.**

**The purpose of this Policy is to ensure that all ticket and/or passes to attend a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose, made available to or for the District, are distributed in furtherance of governmental and/or public purposes as required under the Political Reform Act.**

**The District finds that the receipt of all such discounted, free or purchased tickets and/or passes are public resources. The District hereby desires to distribute these public resources in a manner that furthers its governmental and public purposes as reasonably described herein, such as the promotion of education related policy activities on behalf of the District and its community and government partners for these purposes.**

**This Policy shall be subject to the following limitations:**

- 1. This Policy shall only apply to the District’s distribution of tickets and/or passes to, or at the behest of, a public official for which no consideration of equal or greater value is provided by the public official.**
- 2. Consideration of equal or greater value shall be presumed if the tickets and/or passes are distributed pursuant to this Policy.**
- 3. Unless exempted otherwise under state law, any ticket and/or pass received or directed for use by a District official not in conformance with this Policy remains subject to separate disclosure requirements and the annual gift limit.**
- 4. This policy does not generally apply to political or nonprofit fundraisers which are governed under a separate policy.**
- 5. Tickets and/or passes to events that primarily provide informational material and is provided to assist the District official in the performance of**

his or her official duties or that of his or her elected office being sought is also not generally subject to this Policy. As any event becomes more entertainment oriented, this Policy, as well as District counsel, should be consulted.

Tickets provided to public officials as part of their official duties, or tickets provided so that the public official may perform a ceremonial role or function on behalf of the District shall not be subject to this Tickets and/or Passes Distribution Policy. These tickets are exempt from any disclosure or reporting requirements.

**Definitions:**

**District Officials:** District Officials shall mean all public officials and those employees as that term is defined by Government Code Section 82048 and FPPC Regulation 18701.

**Tickets/Passes:** Tickets and passes are defined as an admission to a facility, event, show or performance for an entertainment, amusement, recreational, or similar purposes.

The Chancellor, or designee, shall be responsible for managing all donations of tickets and/or passes and for the accounting and inventory of all donated tickets and/or passes. In such case, where the Chancellor desires to obtain a ticket or pass, the Board of Trustees authorizes the Board President to exercise the District's sole discretion in determining whether the Chancellor's use or behest of tickets and/or passes is in accordance with the terms of this Policy.

The Chancellor may authorize District staff to approach companies or organizations to request donation of tickets and/or passes to facilitate the achievement of the governmental and public purposes described below.

The District may accomplish one or more public purposes of the District through the distribution of tickets to, or at the behest of, a District official. The following list is illustrative, rather than exhaustive, of the public purposes of the District that may be served by District officials attending events using tickets distributed to them by the District.

1. Promotion of education related policy activities on behalf of the District, nationally, regionally and statewide.
2. Marketing promotions highlighting the achievements of public agencies, local residents, nonprofits, community groups and businesses in the areas of education.

3. **Promotion and marketing of District facilities and resources available for public use.**
4. **Promotion of District recognition, visibility, and/or profile on a local, state, national or international scale.**
5. **Promotion of District issues and interests at event sponsored by other governmental agencies and government related industry groups, and nonprofit organizations.**
6. **Attendance to student productions, scholarship dinners, welcome dinners, recognition dinners, award banquets, graduation ceremonies, pinning ceremonies, commencement activities, end-of-year parties, student performances, student plays, student or faculty debates, student sporting events, student or faculty presentations, and/or similar events that may have some amusement, entertainment, or recreational component within or on behalf of the District.**
7. **Promotion of open government by District official appearances, participation and/or availability at business or community events.**
8. **Sponsorship agreements involving private events where District specifically seeks to enhance District's reputation both locally and regionally by serving as hosts providing the necessary opportunities to meet and greet visitors, dignitaries, and residents.**
9. **All written contracts where District, as a form of consideration, has required that a certain number of tickets or suites be made available for its use.**
10. **Employment retention programs.**
11. **Charitable 501(c)(3) fundraisers for the purpose of networking with other community and civic leaders.**
12. **Spouses of District officials in order to accompany him or her to any of the events listed above.**
13. **Any purpose similar to above included in any District contract.**

**Any District official or any member of the district official's immediate family may return any ticket unused to District for redistribution pursuant to this Policy. Government Code Section 82029 has defined "immediate family" to mean spouse and dependent children. Under no reasons, may either the district official or a member of his or her immediate family sell or further transfer any ticket and/or pass provided under this Policy.**

**The transfer by any District official of any tickets and/or passes distributed pursuant to this Policy to any other person, except to members of the District official's immediate family for their personal use, is prohibited.**

**This Policy shall be posted on the District's website. These forms shall be posted for 12 months and may be removed at the District's discretion any time thereafter.**

**The distribution of tickets or passes pursuant to this Policy shall be posted on District's website in a prominent fashion with 30 days after the ticket distribution and shall include all the information as required under Section 18944.1. Any such posting shall use FPPC Form 802 or such alternative form as may be approved or amended from time to time.**

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**NOTE:** *The language in **bold type** is recommended by legal counsel and is a legal requirement.*

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**Date Approved**

*(This is a new Policy for the District)*

Business and Fiscal Affairs

**BP 3950 NAMING OF FACILITIES**

**References:**

No references

All recommendations for naming of facilities shall be submitted to the Board of Trustees by the Chancellor for action.

*As designees of the Chancellor, the Facilities Recognition and Naming Committee shall develop the procedures for presenting proposed names for facilities to the Board of Trustees for consideration.*

- ❖ From Riverside CCD Policy 7070 titled Naming of Facilities

**THE NAMING OF A FACILITY**

Buildings and facilities shall generally be named in a manner descriptive of their basic functions. ~~Only in very unusual circumstances shall an individual's name be used. However,~~ **In the** case of a unique, extraordinary, or significant personal contribution of someone closely associated with the District **or a significant financial gift made through the RCCD Foundation**, it will be proper for an individual's name to be bestowed upon a building or other facility.

~~Decisions to name buildings or facilities after an individual shall be made under circumstances free from emotion and transitory pressures. Therefore, at least a year shall elapse between the first written request to the Chancellor, of the District and the time when further action shall be taken on that proposal by the Board of Trustees.~~ **Decisions to name buildings and facilities after an individual when no financial gift is involved shall be made under circumstances free from emotion and transitory pressures. Therefore, when a nomination involves service or professional contributions to the institution, a proposal shall not be submitted to the Facilities Recognition and Naming Committee until the individual has been retired or deceased at least one year.**

In addition to facilities, plaques, memorials **and monuments**, superior campus events--such as athletics, fine arts, lectures--and other activities may be eligible under this policy.

**DISCONTINUING THE NAME OF A FACILITY**

***The District recognizes that the name conferred on a District or campus facility or location, in recognition of an individual or group, is an important factor in the public image of the institution.***

***Accordingly, the Board of Trustees may discontinue an approved name when the Board determines that it is no longer appropriate for the District to retain the name previously assigned to the facility, location or area.***

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**NOTE:** This policy is **suggested** as **good practice**. The information in **bold type** is additional language to consider including in this policy. The information in regular type is current Riverside CCD Policy 7070 titled Naming of Facilities adopted on 5-19-81 and amended on 12-14-04.

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**Date Adopted:**

*(Replaces current Riverside CCD Policy 7070)*

**Riverside Community College District Policy****No. 4106****Academic Affairs****DRAFT****BP 4106 NURSING PROGRAMS****References:**

Education Code Sections 66055.8, 66055.9, 70101- 70106, 70120, 70124, 60125, 70128.5, 78260, 78261, 78261.3, 78261.5, 87482, 89267, 89267.3 and 92645;

Title 5, Sections 55060, et seq **and 55521**;

Health and Safety Code Section 128050

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

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

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

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

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Date Adopted: March 17, 2009

**Revised:**



**Student Services  
DRAFT****BP 5160 STUDENT EMPLOYMENT****References:**

No references

**❖ From Riverside CCD Policy 6040 titled Student Employment**

The Riverside Community College District is committed to **offering** a student employment program~~s~~. The purpose of **these** such a program~~s~~ is to **provide** offer students an opportunity to work **either** in an on-campus and/or off-campus position. **On-campus positions will not displace any classified positions.** Each on-campus student position is designed to provide an auxiliary service to various college departments which are not provided by the staffing of regular classified employees. Off-campus positions are designed to meet service requirements for the community and Federal regulations.

The hourly rates to be paid to students shall be defined in **procedures** regulations and shall be at least equal to the minimum wage, and are subject to change upon revised State and Federal guidelines. Employment practices shall be consistent with the intent and letter of the laws relating to equal employment opportunity.

Regulations and employment practice shall apply equally to District funded student employment as well as on and off-campus student employment programs.

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**NOTE:** This policy is **suggested as good practice**. The language in regular type is current Riverside CCD Policy 6040 titled Student Employment adopted on 11-18-97. The language in **bold italic type** is provided by RCCD staff.

**Date Adopted:**

(Replaces current Riverside CCD Policy 6040)

**Riverside Community College District Policy****No. 5400****Student Services  
DRAFT****BP 5400 ASSOCIATED STUDENTS ORGANIZATION****References:**

Education Code Sections 76060, 76061, 76062, and 76067

❖ **From Riverside CCD Policy 6120 titled Organization of the Associated Student Body**

~~Riverside Community College~~ **The** District recognizes the importance of allowing students to expand their **college** learning experiences at the College by actively participating in the democratic process of student government. **Therefore, the Board of Trustees hereby recognizes those student body association(s) as the Associated Students of the Riverside Community College District (ASRCCD), The Associated Students of Moreno Valley (ASMV), The Associated Students of Norco Campus (ASNC) and Associated Students of Riverside City College (ASRCC)..**

**These Associated Students organizations are recognized as the official voice for the students in the District and college decision-making processes. They may conduct other activities as approved by the Chancellor or President(s). The Associated Students activities shall not conflict with the authority or responsibility of the Board of Trustees or its officers or employees.**

❖ **From Riverside CCD Policy 6120 titled Organization of the Associated Student Body**

~~This organization, through its Executive Board, will provide educational experiences in leadership, human interaction, problem solving, and governance, so as to enrich the students' learning experiences while attending Riverside Community College.~~

~~ASRCC, through its recognized clubs and organizations, will represent the College in approved activities, plan and advertise events, and use College facilities in accordance with state and local policies for the benefit of Riverside Community College students.~~

**The Associated Students shall conduct itself in accordance with state laws and regulations and *District policies and procedures.***

**The Associated Students shall be granted the use of District premises subject to such administrative procedures as may be established by the Administration. Such use shall not be construed as transferring ownership or control of the premises.**

❖ **From Riverside CCD Policy 6120 titled Organization of the Associated Student Body**

~~Riverside Community College District recognizes the importance of allowing students to expand their learning experiences at the College by actively participating in the democratic process of student government. Thus, within the overall framework of college governance, the District authorizes the creation of an Associated Student Body Organization which will be referred to as the ASRCC.~~

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**NOTE:** This policy is **legally required**. The language in **bold type** is recommended from the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **regular type** is current Riverside CCD Policy 6120 titled Organization of the Associated Student Body adopted on 9-1-81 and amended on 6-9-98.

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**Date Adopted:**

(Replaces current Riverside CCD Policies  
6120)

**Riverside Community College District Policy****No. 5405****Student Services  
DRAFT****BP 5405 DISTRICT STUDENT EXECUTIVE BOARD****References:*****Title 5, Section 51023.7***

The Board of Trustees recognizes the ***Student District Executive Board*** District ~~Student Senate~~ of ***the*** Riverside Community College ***District*** as the organization representing the students. ~~that will be afforded the opportunity to participate in the formation and development of District policies and procedures that have or will have a significant effect on students. under the provisions of Title 5 Section 51023.7.~~

The primary function of the ***Student District Executive Board*** Riverside Community College District ~~Student Senate~~ is to make recommendations ***in the formation and development of District policies and procedures*** “that have, or will have, a significant effect on students”:

1. Grading policies;
2. Codes of student conduct;
3. Academic disciplinary policies;.
4. Curriculum development;
5. Courses or programs which should be initiated or discontinued;
6. Processes for institutional planning and budget development;
7. Standards or policies regarding student preparation and success;
8. Student services planning and development;
9. Student fees within the authority of the District to adopt;
10. Any other District and college policy, procedure, or related matter that the ~~District governing Board~~ ***of Trustees*** determines will have a significant effect on students.

***The Board of Trustees shall give reasonable consideration to recommendations and positions developed by students regarding district and college policies and procedures pertaining to the hiring and evaluation of faculty, administration, and staff.***

The Board of Trustees shall recognize the Associated Students of Riverside Community College District (**ASRCCD**) as the authority for defining student participatory governance procedures.

The **Student District Executive Board** ~~Student Senate~~ will work with the appropriate administrative office(s) while developing its position. The **Student District Executive Board** ~~Senate~~ will then forward its final recommendations to the **Chief Student Services Officer of the District** ~~District Student Services Administrator~~, who, in concert with the **Chancellor** ~~Superintendent/President~~, will present them in a timely manner to the Board of Trustees with or without his/her endorsements or comments.

The ~~Student Senate's~~ recommendations **of the Student District Executive Board** will be given "every reasonable consideration" before the Board of Trustees acts on policy.

~~Title 5—51023.7~~ **In accordance with Title 5**, Students (a) (2) states: ~~except in unforeseeable, emergency situations, the governing board shall not take action on a matter having a significant effect on students until it has provided students with an opportunity to participate in the formulation of the policy or procedure or the joint development of recommendations regarding the action.~~

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**NOTE:** This policy is **legally required**. The information in **regular type** is current Riverside CCD Policy and Regulation 6010 titled District Student Senate adopted on 5-19-04.

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**Date Adopted:**  
(Replaces current Riverside CCD Policy and Regulation 6010)

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**Riverside Community College District Policy****No. 5410****Student Services  
DRAFT****BP 5410 ASSOCIATED STUDENTS ELECTIONS****References:**

Education Code Section 76061

The Associated Students shall conduct annual elections to elect officers. The elections shall be conducted in accordance with procedures established by the Chancellor *or designee and the Associated Students of the Riverside Community College District's Constitution and by-laws.*

Any student elected as an officer in the Associated Students shall meet both of the following requirements:

1. The student shall be enrolled in the District/*College* at the time of election and throughout his or her term of office, with a minimum of five semester units or the equivalent.
2. The student shall meet and maintain the minimum standards of scholarship (see Board Policy 4220 titled Standards of Scholarship and related administrative procedures).

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

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**Date Adopted:**

(This is a new policy recommended by the CCLC)

**Riverside Community College District Policy**

**No. 5420**

**Student Services  
DRAFT**

**BP 5420 ASSOCIATED STUDENTS FINANCE**

**References:**

Education Code Sections 76063-76065

**Associated Student funds shall be deposited with and disbursed by the *District's Auxiliary Business Services, after approval from the District Chief Student Services Officer (DCSSO).***

**The funds shall be deposited, loaned or invested in one or more of the ways authorized by law.**

**All funds shall be expended according to procedures established by the Associated Students, subject to the approval of each of the following three persons, which shall be obtained each time before any funds may be expended:**

- **the *applicable CSSO (District or Campus)* or designee;**
- **the employee who is the designated advisor of the particular student body organization; and**
- **a representative of the *applicable* student body organization.**

**The funds of the Associated Students shall be subject to an annual audit.**

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

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**Date Adopted:**

*(This is a new policy recommended by the CCLC)*

**Student Services  
DRAFT**

**BP 5430 EXTRA-CURRICULAR ACTIVITIES**

**References:**

Education Code Sections 76063-76065

❖ **From Riverside CCD Policy 6130 titled Extra-Curricular Activities**

The Riverside Community College District supports the development of a comprehensive extra-curricular program to augment the traditional academic programs of the college. To partially defray the costs of such programs and to ensure the overall coordination of events, the ~~President of the College~~ **Chancellor** or his/**her** designee will develop and implement appropriate **procedures** regulations for such activities.

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**NOTE:** This policy is **suggested as good practice**. The language in regular type is current Riverside CCD Policy 6130 titled *Extra-Curricular Activities* adopted on 8-3-82.

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**Date Adopted:**

(Replaces current Riverside CCD Policy 6130)



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**Riverside Community College District Policy****No. 7210****Human Resources  
DRAFT****BP 7210 ACADEMIC EMPLOYEES****References:**

Education Code Sections 87400 et seq., 87419.1, 87600 et seq., and 87482.8;  
Government Code Sections 3540-3549;  
Title 5 Section 51025

**Academic employees are all persons employed by the District in academic positions. Academic positions include every type of service, other than paraprofessional service, for which minimum qualifications have been established by the Board of Governors for the California Community Colleges.**

**Faculty members are those employees who are employed by the District in academic positions that are not designated as supervisory or management. Faculty employees include, but are not limited to, instructors, librarians, counselors, and professionals in health services, DSPS, and EOPS.**

**Decisions regarding tenure of faculty shall be made in accordance with the evaluation procedures established for the evaluation of probationary faculty and in accordance with the requirements of the Education Code, *as well as the CTA Collective Bargaining Agreement*. The Board of Trustees reserves the right to determine whether a faculty member shall be granted tenure.**

**The District may employ temporary faculty from time to time as required by the interests of the District. Temporary faculty may be employed full time or part time. The Board of Trustees delegates authority to the Chancellor to determine the extent of the District's needs for temporary faculty.**

**Notwithstanding this policy, the District shall comply with its goals under the Education Code regarding the ratio of full-time to part-time faculty to be employed by it and for making progress toward the standard of 75% of total faculty work load hours taught by full-time faculty.**

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**NOTE:** *This policy is **legally required**. The **bold type** is language recommended by the Community College League and legal counsel (Liebert Cassidy Whitmore). The information in **italic type** is additional language to consider including in this policy. The language in **regular type** is current Riverside CCD Policy 3024 titled Academic Employee Collective Bargaining Agreement adopted on 3-7-89.*

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**Date Adopted:**

*(Replaces current RCCD Policy 3024)*

**Riverside Community College District Policy**

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**No. 7217**

**Human Resources  
DRAFT**

**BP 7217 CAL STRS REDUCED WORKLOAD PROGRAM**

**References:**

Education Code Sections 22724, 87483, and 89516;

Government Code Section 53201;

STRS Administrative Directive 81-6 (12-30-81);

Assembly Bill 1162 (Chapter 1023, Statutes 1981)

❖ **From Riverside CCD Policy 3095 titled Reduced Employment Plan**

It shall be the policy of the Riverside Community College District Board of Trustees to permit, **based upon the recommendation of the President, and** subject to **Board** District approval, eligible **academic** ~~certificated~~ employees to reduce their employment below a full-time workload and maintain **full fringe and retirement** benefits from the District. ~~and retirement benefits. pursuant to Education Code 22724.~~

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**NOTE:** The information in **regular type** is current Riverside CCD Policy 3095 titled Reduced Employment Plan adopted on 11-19-75 and amended on 3-6-84.

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**Date Adopted:**

(Replaces current Riverside CCD Policy 3095)

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
GOVERNANCE COMMITTEE

Report No.: VI-D-2

Date: June 16, 2009

Subject: Federal Representation for RCCD

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

These types of services are based upon both professional qualifications and personal relationships with the District, federal representatives, federal agencies, and our Trustees. The current contract with CAC proposes to keep its service contract with no change from the prior year at a monthly retainer of \$6,250. A copy of CAC's proposal is included herewith. Funding source for this service is the general fund.

Recommended Action: It is recommended that the Board of Trustees approve the contract with Capital Alliance Consulting, LLC, from July 1, 2009 to June 30, 2010, in an amount not to exceed \$75,000, with approved additional actual expenses not to exceed \$2,000, and authorize the Vice Chancellor, Administration and Finance, to sign the agreement.

Irving G. Hendrick  
Interim Chancellor

Prepared by: Chris Carlson  
Chief of Staff

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

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

1. OBLIGATIONS OF CAPITAL ALLIANCE CONSULTING

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

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

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

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

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

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

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

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

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

J. The Federal Representative will submit periodic reports providing the latest information on issues of interest to the District and provide an annual report giving an overview of The Ferguson Group's work over the past year and a forecast of issues to be faced in the upcoming year.

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

## 2. OBLIGATIONS OF RIVERSIDE COMMUNITY COLLEGE

A. The District will contract with the Federal Representative for a period of twelve months.

B. The contract will be for \$75,000.00 payable in advance in equal monthly installments of \$6,250.00.

C. The District, through the District Chancellor, will advise the Federal Representative of the name or names of persons other than the District Chancellor authorized to request service by the Federal Representative and the person or persons to be kept advised by the Representative.

D. The District will supply the Federal Representative with a summary of all federal issues in which the District has interests and advise the Federal Representative of any new developments, together with the pertinent details as to the substance of such developments.

E. The District will supply the Federal Representative with copies of budgets, planning documents, and regular reports from the District Chancellor's Office, and other materials to assist the Federal Representative in keeping current on the District's policies and programs.

F. The monthly retainer does not cover: (1) travel expenses incurred pursuant to paragraph 1; (2) travel expenses for attendance at any other conferences attended by the Washington Representative outside of Washington D.C. at the request of the District; (3) incidental Washington expenses incurred in the course of conducting District business; (4) all long distance telephone expenses; (5) document production.

G. Expenses pursuant to paragraph F will not exceed \$2,000 for the life of this contract.

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

The Federal Representative assigned to the District:

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

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

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

This Agreement shall take effect the 1st day of July 2009 and terminate the 30th day of June 2010.

CAPITAL ALLIANCE  
CONSULTING, L.L.C.

RIVERSIDE COMMUNITY  
COLLEGE DISTRICT

\_\_\_\_\_  
DAVID KENNETT  
President

\_\_\_\_\_  
JAMES BUYSSE  
Vice Chancellor  
Administration and Finance

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Date

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Date