



BOARD OF TRUSTEES

JOHN LONGVILLE
President

DR. ANNE L. VIRICEL
Vice President

JOSEPH WILLIAMS
Clerk

GLORIA MACIAS HARRISON

DR. STEPHANIE HOUSTON

FRANK REYES

DR. DONALD L. SINGER

AUTUMN BLACKBURN
Student Trustee

ELIJAH GERARD
Student Trustee

MISSION

The mission of the San Bernardino Community College District is to transform lives through the education of our students for the benefit of our diverse communities. This is achieved through the District's two colleges and public broadcast system by providing high quality, effective and accountable instructional and training programs and services to the students and communities we serve.

CHANCELLOR

BRUCE R. BARON

PRESIDENTS

DR. KEVIN HORAN
Crafton Hills College

DIANA Z. RODRIGUEZ
San Bernardino Valley College

114 South Del Rosa Drive
San Bernardino, CA 92408
Tel 909.382.4090
www.sbccd.edu

BOARD MEETINGS

Study Sessions: 12-2pm
Business Meetings: 4pm

05/30/19 Study Session: Preliminary
Budget Presentation

06/06/19 Study Session TBD

06/13/19 Board Retreat

06/14/19 Board Retreat

06/20/19 Business Meeting

07/11/19 Business Meeting

07/18/19 Study Session TBD

07/25/19 Study Session: Training on
Robert's Rules of Order,
Brown Act and Conflict of
Interest

08/01/19 Study Session TBD

08/08/19 Business Meeting

08/15/19 Study Session TBD

08/22/19 Study Session TBD

08/29/19 Study Session: Final
Budget

09/12/19 Business Meeting

UPCOMING CONFERENCES

08/08/19-08/10/19
ACCT New Trustee GLI

08/16/19-08/18/19
CCLC Student Trustee Workshop

10/05/19-10/07/19
HACU Annual Conference

10/16/19-10/19/19
ACCT Leadership Congress
Attending: Singer, Harrison, Viricel

11/21/19-11/23/19
CCLC Annual Convention
Attending: Singer, Viricel

01/24/20-01/26/20
CCLC Effective Trusteeship &
Board Chair Workshops
Attending: Singer

01/26/20-01/27/20
CCLC Annual Legislative
Conference
Attending: Singer

02/09/20-02/12/20
ACCT National Legislative Summit
Attending: Singer

04/21/20-04/22/20
HACU Annual Capitol Forum

05/01/20-05/03/20
CCLC Annual Trustee Conference
Attending: Singer



Meeting Agenda of the Board of Trustees
May 16, 2019 at 4:00 p.m. (Closed Session); 5:00 p.m. (Public Meeting)
SBCCD Boardroom, 114 S. Del Rosa Dr., San Bernardino, CA 92408

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE

2. ANNOUNCEMENT OF CLOSED SESSION ITEMS

- 2.1. Conference with Labor Negotiators
Government Code 54957.6
Agency Representative: Bruce Baron – CSEA, CTA, Management/Supervisors, and Confidential Employees
- 2.2. Public Employee Discipline/Dismissal/Release/Non Re-Employment
Government Code 54957
(4 cases)
- 2.3. Public Employee Performance Evaluation
Government Code 54957(b)(1)
Title: Chancellor
- 2.4. Conference with Legal Counsel – Anticipated Litigation
Government Code 54956.9(d)(2)
(1 case)
- 2.5. Conference with Legal Counsel – Existing Litigation
Government Code 54956.9(e)(3) (1 case)
Workers Comp Claim #543496

3. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

The San Bernardino Community College Board of Trustees offers an opportunity for the public to address the Board on any agenda item prior to or during the Board's consideration of that item. Matters not appearing on the agenda will be heard after the board has heard all action agenda items. Comments must be limited to five (5) minutes per speaker and twenty (20) minutes per topic if there is more than one speaker. At the conclusion of public comment, the Board may ask staff to review a matter or may ask that a matter be put on a future agenda. As a matter of law, members of the Board may not discuss or take action on matters raised during public comment unless the matters are properly noticed for discussion or action in Open Session. Anyone who requires a disability-related modification or accommodation in order to participate in the public meeting should contact the Chancellor's Office at (909) 382-4091 as far in advance of the Board meeting as possible.



Meeting Agenda of the Board of Trustees
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4. CONVENE CLOSED SESSION

5. RECONVENE PUBLIC MEETING

6. REPORT OF ACTION IN CLOSED SESSION

7. PUBLIC COMMENTS ON AGENDA ITEMS

This is an opportunity for members of the public to address the Board concerning items on the agenda.

8. PRESENTATIONS

8.1 Adopt Resolutions Recognizing Student Trustees (p8)

Presentation of Resolutions – Elijah Gerard, CHC and Autumn Blackburn, SBVC

8.2 Approve Appointments of College Police Officers (p11)

Swearing in of the officers - Angelica Arechavaleta, James Quigley, and Stephanie Babino,

9. REPORTS

9.1. Board Committee Reports (p13)

9.2. Board Information Requests (p17)

9.3. AB 705 Update (p20)

9.4. Good News (p25)

9.5. San Bernardino Valley College Academic Senate

9.6. San Bernardino Valley College Classified Senate

9.7. San Bernardino Valley College Associated Students

9.8. Crafton Hills College Academic Senate

9.9. Crafton Hills College Classified Senate

9.10. Crafton Hills College Associated Students

9.11. CSEA

9.12. CTA

10. APPROVAL OF MINUTES

10.1. April 11, 2019 (p26)

10.2. April 18, 2019 (p34)



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11. CONSENT AGENDA

The Consent Agenda is expected to be routine and non-controversial. It will be acted upon by the Board at one time without discussion. Any member of the Board, staff member or citizen may request that an item be removed from this section for discussion.

Instruction/Student Services

- 11.1 Curriculum – CHC (p36)
- 11.2 Curriculum – SBVC (p45)

Human Resources

- 11.3 Adjunct and Substitute Academic Employees (p70)
- 11.4 Contracts for Tenure Track Academic Employees (p72)
- 11.5 Faculty Chair Stipends (p74)
- 11.6 Non-Instructional Pay for Academic Employees (p76)
- 11.7 Salary Advancement for Academic Employees (p84)
- 11.8 Tentative Agreement with the CTA (p86)
- 11.9 Tentative Agreements with CSEA (p90)
- 11.10 Bilingual and Bi-Literate Stipends (p96)
- 11.11 Change in Permanent Work Shift for Classified Employees (p100)
- 11.12 Employee Promotions (p101)
- 11.13 Reclassification of Employees (p103)
- 11.14 Revised Classified Job Description for Grounds Caretaker and Change of Salary Range for Incumbents (p106)
- 11.15 Appointment of District Employees (p111)
- 11.16 Equal Employment Opportunity Fund Multiple Method Allocation Model for 2018-19 (p114)

Business & Fiscal Services

- 11.17 Contracts At or Above \$92,600 (p123)
- 11.18 Resolution #2019-05-16-FS-1 Approving Transfers from the Reserve for Contingencies to Various Expenditure Classifications (p127)
- 11.19 Revised Authorized Signature List (p130)
- 11.20 Vacation Payout (p133)

Facilities

- 11.21 Award Bid #03-1819-01 and Contract to R. Dependable Construction Inc. of San Bernardino CA (p134)
- 11.22 Award of RFQP #2019-02 and Contract to AECOM Technical Services Inc. of Ontario CA (p136)



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Other Items

- 11.23 Resolution to Grant Excused Absence of Trustee (p137)
- 11.24 Conference Attendance (p140)
- 11.25 District & College Expenses (p156)
- 11.26 Individual Memberships (p165)

12. ACTION AGENDA

- 12.1 Adopt Resolutions (p167)
- 12.2 Board Policies for Final Reading (p172)
- 12.3 Board Policies for First Reading (p196)
- 12.4 Ratification of IFF Amended and Restated Articles of Incorporation (p248)
- 12.5 Resolution #2019-05-16-FPC-1 Authorizing a Request for Waiver in Relation to the District's Lease of Real Property (p251)
- 12.6 Student Equity Plan for First Reading – CHC (p256)
- 12.7 Student Equity Plan for First Reading – SBVC(p257)
- 12.8 Vision for Success Final Reading (p258)

13. INFORMATION ITEMS

- 13.1 Advocacy Update (p263)
- 13.2 Alternate Work Schedule for Summer 2019 (p267)
- 13.3 Applause Cards (p268)
- 13.4 Budget Report (p274)
- 13.5 CCFS-320 Apportionment Attendance Report for FY 2019 Period 2 (p292)
- 13.6 Clery Report (p293)
- 13.7 College & Career Access Pathways (CCAP) (p295)
- 13.8 Contracts Below \$92,600 (p394)
- 13.9 District Volunteers (p410)
- 13.10 General Fund Cash Flow Analysis (p412)
- 13.11 Key Performance Indicator (KPI) Dashboard Updates (p414)
- 13.12 MOUs between SBCCD and the CSEA (p419)
- 13.13 Professional Expert, Short-Term, and Substitute Employees (p429)
- 13.14 Purchase Orders (p435)
- 13.15 Quarterly Investment Report (p448)
- 13.16 Resignations and Retirements (p450)
- 13.17 Small Scale Construction Contracts (p452)



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14. PUBLIC COMMENT ON NON-AGENDA ITEMS

This is an opportunity for members of the public to address the Board concerning non-agenda items.

15. ADJOURN

The next meeting of the Board: Study Session: Preliminary Budget Presentation – May 30, 2019 at 12pm.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: May 16, 2019

SUBJECT: Consideration to Adopt Resolutions Recognizing the Contributions of Student Trustees

RECOMMENDATION

It is recommended that the Board of Trustees adopt resolutions recognizing the contributions of Student Trustees to the San Bernardino Community College District.

OVERVIEW

The San Bernardino Community College District (SBCCD) appreciates the dedication and contributions of the Student Trustees representing Crafton Hills College and San Bernardino Valley College students on the SBCCD Board of Trustees.

ANALYSIS

Student trustees provide a direct line of communication between the Board of Trustees and the students on each campus as well as providing a teaching opportunity for those students interested in developing their leadership skills and their understanding of the complex work involved in public and education policy.

INSTITUTIONAL VALUES

II. Learning-Centered Institution for Student Access, Retention and Success

FINANCIAL IMPLICATIONS

None.

**RESOLUTION
TO RECOGNIZE THE CONTRIBUTIONS OF
STUDENT TRUSTEE ELIJAH GERARD**

WHEREAS, The San Bernardino Community College District (SBCCD) recognizes and appreciates the dedication and contributions of the Student Trustee for Crafton Hills College, Elijah Gerard; and

WHEREAS, the Mission of the SBCCD is to transform lives through the education of our students for the benefit of our diverse communities. This Mission is achieved through the District's two colleges, the Economic Development and Corporate Training Division and public broadcast system (KVCR TV-FM/FNX) by providing high quality, effective and accountable instructional programs and services; and

WHEREAS, Student Trustee Elijah Gerard has throughout the year of his service consistently represented Crafton Hills College and its student body with pride and professionalism, demonstrating his thorough knowledge of those he served and participating in numerous activities across the District; and

WHEREAS, Student Trustee Gerard advocated on behalf of Crafton Hills College students at the Statewide Student Senate for California Community College (SSCCC) General Assembly, the HACU Capitol Forum, and at the ACCT Leadership Congress; and

WHEREAS, Student Trustee Gerard advocated for the inclusion of students with disabilities as members of the Measure CC Citizens Bond Oversight Committee; and

WHEREAS, Student Trustee Gerard co-authored a Resolution to consider national voting days as system-wide holidays to potentially increase voter registration of young adults; and

THEREFORE, be it resolved that the Board of Trustees of the San Bernardino Community College District does hereby recognize Student Trustee Elijah Gerard for his contributions to the successes of the students of the SBCCD and the California Community Colleges, thank him for his service, and wish him the very best personally and professionally.

ADOPTED this 16th day of May 2019

Bruce Baron, Chancellor and
Secretary to the Board of Trustees

**RESOLUTION
TO RECOGNIZE THE CONTRIBUTIONS OF
STUDENT TRUSTEE AUTUMN BLACKBURN**

WHEREAS, The San Bernardino Community College District (SBCCD) recognizes and appreciates the dedication and contributions of the Student Trustee for San Bernardino Valley College, Autumn Blackburn; and

WHEREAS, the Mission of the SBCCD is to transform lives through the education of our students for the benefit of our diverse communities. This Mission is achieved through the District's two colleges, the Economic Development and Corporate Training Division and public broadcast system (KVCR TV-FM/FNX) by providing high quality, effective and accountable instructional programs and services; and

WHEREAS, Student Trustee Autumn Blackburn has throughout her year of service consistently represented San Bernardino Valley College and its student body with pride and professionalism, demonstrating her thorough knowledge of those she served and participating in numerous activities across the District; and

WHEREAS, Student Trustee Blackburn advocated on behalf of students at local, regional, and national conferences; and

WHEREAS, Student Trustee Blackburn served two consecutive years as a student trustee; and

THEREFORE, be it resolved that the Board of Trustees of the San Bernardino Community College District does hereby recognize Student Trustee Autumn Blackburn for her contributions to the successes of the students of the SBCCD and the California Community Colleges, thank her for her service, and wish her the very best personally and professionally.

ADOPTED this 16th day of May 2019

Bruce Baron, Chancellor and
Secretary to the Board of Trustees

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: May 16, 2019
SUBJECT: Consideration of Approval to Appoint College Police Officers

RECOMMENDATION

It is recommended that the Board of Trustees approve appointment of the college police officers on the attached list and, as necessary, approve the corresponding employment contracts as well.

OVERVIEW

The employees on the attached list are submitted for approval.

ANALYSIS

All requirements in the employment process have been or will be completed. Employees will not commence work until all requirements are met.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost of employment for these employees is included in the appropriate budgets.



Appointment of College Police Officers

Submitted for Board Approval May 16, 2019

[v.5.2.2019.p.1|1]

	Start Date	Salary Schedule, Range & Step	Rate	New or Replacing	Fund	Live Scan Clearance
Arechavaleta, Angelica College Police Officer DIST Police	5/17/19	Classified 50A	\$33.35/hour	Eric Dimaio	Police	12/13/18
Quigley, James College Police Officer DIST Police	5/17/19	Classified 50A	\$33.35/hour	Gina Yap-Gonzalez	Police	3/12/19
Babino, Stephaine College Police Officer DIST Police	5/17/19	Classified 50A	\$33.35/hour	Kenneth Stills	Police	3/8/19

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: May 16, 2019

SUBJECT: Board Committee Reports

RECOMMENDATION

This item is for information only and updates will be provided orally by the BOT Committee Chairs, as needed. The Board may ask staff to review a matter or may ask that a matter be put on a future agenda.

BOT STANDING COMMITTEES (with committee charge)	2019 BOARD MEMBERS (chairs are bold)
<p>Budget Standing Committee</p> <p>The committee is charged with:</p> <ul style="list-style-type: none">• Increasing the efficiency of the Board of Trustees by performing time-consuming research on its behalf.• Improving clarity by providing a platform for detailed questions not conducive to the flow of monthly business meetings.• Promoting transparency of the SBCCD budgeting process and fiscal matters through detailed discussion of these topics in an open forum.• Fostering an environment of understanding by communicating findings and formulating final recommendations to the Board of Trustees.	<ol style="list-style-type: none">1. Gloria Harrison2. Donald Singer3. Anne Viricel4. Elijah Gerard (Student Trustee is not included in quorum)

<ul style="list-style-type: none"> Increasing the efficiency of the Board of Trustees by performing time-consuming research on its behalf regarding the implementation and operation of bond measures. 	
<p>Career Technical Education Standing Committee</p> <p>The committee is charged with:</p> <ul style="list-style-type: none"> Acting as a catalyst for the enhancement of career technical education working through the campuses, EDCT, and KVCRC by exploring current feasibility for effectiveness, relevance and sustainability. 	<ol style="list-style-type: none"> Stephanie Houston John Longville Joseph Williams
<p>Legislative Standing Committee</p> <p>The committee is charged with:</p> <ul style="list-style-type: none"> To develop and enhance relationships with legislators and legislative groups that represent the communities served by the district. To advocate for legislative change that can positively impact SBCCD and its mission to serve students. To examine proposed legislation and determine what legislation should be supported through Board resolutions. 	<ol style="list-style-type: none"> Frank Reyes Anne Viricel John Longville
BOT AD HOC COMMITTEES (with committee charge)	2019 BOARD MEMBERS (chairs are bold)
<p>Executive Committee</p> <p>The committee is charged with:</p> <ul style="list-style-type: none"> Reviewing the board agenda with the Chancellor, prior to and after printing, and to offer guidance and initial direction to the Chancellor in items of board importance, prior to them coming to the Board for further discussion and/or action. Reviewing current board policies and administrative procedures in accordance with the requirements for accreditation and to stay current with any statutory or legal changes. 	<ol style="list-style-type: none"> John Longville, President Dr. Anne L. Viricel, VP Joseph Williams, Clerk

<ul style="list-style-type: none"> It may also develop new policies at the direction of the Board of Trustees. 	
<p>Foundations Ad Hoc Committee</p> <p>The committee is charged with:</p> <ul style="list-style-type: none"> Studying the foundations, both auxiliary and independent for the purpose of efficiencies, consistencies, and coordination among foundations. 	<ol style="list-style-type: none"> Anne Viricel Donald Singer Gloria Harrison Autumn Blackburn (Student Trustee is not included in quorum)
<p>Board & Chancellor Evaluations Ad Hoc Committee</p> <p>The committee is charged with:</p> <ul style="list-style-type: none"> Ensuring the timeliness of the Chancellor's Evaluation in accordance with AP 2435. <ul style="list-style-type: none"> Seeking written feedback from employees and community representatives as outlined in the administrative procedure. Summarizing the evaluation of the chancellor for presentation and discussion be approved by the Board. Ensuring the timeliness of the Board's Self-Evaluation in accordance with BP 2745. <ul style="list-style-type: none"> Recommending the instrument and/or process to be used in Board self-evaluation. Summarizing the evaluation for presentation and discussion at an annual Board retreat scheduled for that purpose. 	<ol style="list-style-type: none"> Anne Viricel Gloria Harrison John Longville

OVERVIEW

The purpose of the reports is for BOT Committee Chairs to communicate information to the full Board, leading to more engagement and interaction at upcoming board meetings.

INSTITUTIONAL VALUES

- I. Institutional Effectiveness
- II. Learning Centered Institution for Student Access, Retention, and Success
- III. Resource Management for Efficiency, Effectiveness, and Excellence
- IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

No impact to the budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: May 16, 2019

SUBJECT: Board Information Requests

RECOMMENDATION

This item is for information only. The Board may ask staff to review a matter or may ask that a matter be put on a future agenda.

OVERVIEW

The Board of Trustees requested a form be developed to track requests made by the board and updates be provided at board meetings.

INSTITUTIONAL VALUES

- I. Institutional Effectiveness
- II. Learning Centered Institution for Student Access, Retention, and Success
- III. Resource Management for Efficiency, Effectiveness, and Excellence
- IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

No impact to the budget.

San Bernardino Community College District
Board of Trustees Information Requests
Sorted by Planned Completion Date (updated 5/2/19)

Date of Request: 2/21/2019
Requested by: Harrison
Planned Completion Date: 6/30/19

Request: Would like to attend faculty senate workshops.

Comments: Chancellor will alert Trustees to upcoming Plenary sessions.

Date of Request: 4/11/2019
Requested by: Houston
Planned Completion Date: 10/31/19

Request: Would like to see updates on the progress of diversity in hiring.

Comments: The Chancellor will have updates under Reports every six months, beginning at October's meeting.

Date of Request: 4/11/2019
Requested by: Longville
Planned Completion Date: 6/30/19

Request: How can we give the public an opportunity to give input on The Promise?

Comments: We are working with the campuses and COPE to host a forum on campus before the summer.

Date of Request: 4/11/2019
Requested by: Longville
Planned Completion Date: 6/30/20

Request: Asked to review calendar holidays and consider honoring Dolores Huerta Day.

Comments: The Board will consider resolutions in May to acknowledge Dolores Huerta and Cesar Chavez Days. Days off work must be negotiated since the 2019-2020 calendar is already approved, the earliest negotiation would be for the 2021-2022 calendar.

Date of Request: 1/31/2019
Requested by: Harrison
Planned Completion Date: Completed

Request: Did we lose money on the last bond measure? If so, how much? What is the advantage of the design plan?

Comments: On 4/9/19, Chancellor emailed the Summary of Measure M contract change orders and amendments to the Board.

Date of Request: 2/21/2019
Requested by: Williams
Planned Completion Date: Completed

Request: Would like an update on AB 705.

Comments: AB 705 is included on the May 16 BOT meeting agenda.

Date of Request: 4/11/2019
Requested by: Longville
Planned Completion Date: Completed

Request: When did we include Student Trustees on the Board?

Comments: Enacted in 1976, Education Code 72023.5 (a)(1) states, "The governing board of each community college district shall order the inclusion within the membership of the governing board, in addition to the number of members otherwise prescribed, of one or more nonvoting students. These students shall have the right to attend each and all meetings of the governing board, except that student members shall not have the right, or be afforded the opportunity, to attend executive sessions of the governing board." The Chancellor updated all trustees of the legal rights of student trustees.

Date of Request: 4/11/2019
Requested by: Longville/Harrison
Planned Completion Date: Completed

Request: Resolutions for Delores Huerta Day, Cesar Chavez Day, and Community College Month.

Comments: The resolutions were Board approved on 5/16/19.

Date of Request: 4/11/2019
Requested by: Longville
Planned Completion Date: Completed

Request: Provide the Board with additional information to clarify the State's legal meaning of elected officials and any additional information that is relevant.

Comments: The Chancellor emailed all relevant information to the Board on 4/16/19. The information included a legal opinion on the role of student trustees; establishment, rights, and privileges of student trustees; are student trustees "Elected Officers"; the answer to which is "NO".

Date of Request: 4/11/2019
Requested by: Longville
Planned Completion Date: Completed

Request: Provide the Board with the current Academic Calendars to review holidays.

Comments: The Chancellor emailed the 2018-2019 and 2019-2020 Academic Calendars to the Board on 4/16/19.

Date of Request: 4/18/2019
Requested by: Williams
Planned Completion Date: Ongoing

Request: Future presentations referring to FTES should also include the head count.

Comments: This will be applied to future presentations.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Dr. Kevin Horan, President, CHC
Diana Rodriguez, President, SBVC

DATE: May 16, 2019

SUBJECT: AB 705 Implementation

RECOMMENDATION

This item is for information only. No action is required.

OVERVIEW

AB 705, a bill signed by the Governor on October 13, 2017, requires that a community college district or college maximize the probability that a student will enter and complete transfer-level coursework in English and math within a one-year timeframe and use, in the placement of students into English and math courses, one or more of the following: high school coursework, high school grades, and high school grade point average (GPA). For implementation in fall 2019, California law AB 705 represents a significant change in the way students are placed. Students may be eligible to enroll in transfer-level math or English classes, or transfer-level courses with additional support. College faculty, staff, deans, and administration have been working diligently over the past year in this extraordinary effort in serving student success. This report is a summary, to date, of how Crafton Hills College and San Bernardino Valley College are fulfilling the requirements of the bill in its implementation.

INSTITUTIONAL VALUES

II. Learning Centered Institution for Student Access, Retention, and Success

FINANCIAL IMPLICATIONS

Included in budget.

San Bernardino Community College District AB 705 and 1805 Progress
San Bernardino Valley College (SBVC) and Crafton Hills College (CHC)

Goal of AB 705 – To ensure that students are not placed into remedial courses that may delay or deter their educational progress unless evidence suggests they are highly unlikely to succeed in college-level courses.

AB 705 Requirements	Met Requirement	SBVC	CHC
Prohibited from requiring prerequisite unless highly unlikely to succeed	Yes	Developed a waiver form for students who choose to take developmental courses or do not want to take a co-requisite course which is attached to a transfer-level English and/or Math course.	Students receive a recommended placement in English and math. Students receive a transfer level placement, and also a recommendation for one level below college or co-requisite if their high school work indicates need for additional support.
Required to use high school coursework, high school grades, and/or high school GPA to place students	Yes	Developed a new Guided Self-Placement process for incoming students.	English placements are based on overall high school GPA. Math placements are based on high school GPA and / or high school coursework.
Maximize probability that a student will enter and complete transfer level coursework in English and math within one-year timeframe	Yes	<p>Developed a new pathway for continuing students to begin transfer-level English and Math.</p> <p>New-student orientation and summer bridge programs to onboard all students, including Promise students.</p> <p>Transparency campus-wide in the communication of timelines and changes through governance committees and effected parties.</p> <p>Outreach and communication to high school counselors and students, continuing students, faculty, and staff.</p> <p>Implemented a website for AB 705.</p> <p>Extensive plan for tutoring and supplemental instruction to serve all students taking English and Math courses.</p>	<p>Students either start at one level below or at college level course increasing the probability that students will complete transfer level English and math within the first year.</p> <p>Offering embedded tutoring in all co-requisite math and English courses, in one-level below transfer math and English courses, and in transfer level math (MATH-102, 110, and 115) and English (ENGL-101) courses.</p> <p>Student-centered course scheduling to ensure all students who need English and Math will be accommodated (<i>ongoing evaluation to take place</i>).</p>

San Bernardino Community College District AB 705 and 1805 Progress
San Bernardino Valley College (SBVC) and Crafton Hills College (CHC)

		Student-centered course scheduling to ensure all students who need English and Math will be accommodated (<i>ongoing evaluation to take place</i>).	
Multiple measures to place students must maximize probability that students enter and complete transfer-level coursework in English and math within one-year	Yes	Based on high school GPA, high school coursework, and self-guided questions, students receive a recommended placement. Should students choose to register for the recommended courses, they will complete the waiver.	Placements using high school GPA and high school course work were informed by statewide research to maximize the probability of students completing transfer level math and English in the first year. College will also conduct research annually to increase likelihood of successfully completing math and English in the first year.
A college may require students to enroll in additional concurrent support (e.g.: co-requisite courses) only if it increases likelihood passing transfer-level English or math	Yes	Recommended placement for English could include co-requisite courses with varying levels of support, or direct placement transfer-level with no additional support. Based on high school GPA and/or previous courses taken, recommended placement for Math will include placement into one course below college-level or direct placement into a college-level course. All Math students will have the option of enrolling in a supplemental lab course for additional support.	Based on high school GPA and high school course work students may receive a placement recommendation for students to enroll in a co-requisite for additional concurrent support. Annual research will examine whether this increases the likelihood of passing transfer-level English or math.
The college shall minimize the impact on student financial aid and unit requirements for the degree by exploring embedded support and low or noncredit support options	Yes	Low-unit co-requisite courses have been developed and scheduled. This will result in the student taking less units over time than previously prescribed.	Both the math and English faculty have created non-credit courses to be offered as support options. In addition, the co-requisite credit courses are low unit and variable units ranging from .5 units to 2 units depending on the course.
Guided Placement where students reflects on familiarity and comfort with topic in	Yes	Newly developed guided placement includes a series self-guided questions	Currently using high school self-reported data to place students. If not available,

San Bernardino Community College District AB 705 and 1805 Progress
San Bernardino Valley College (SBVC) and Crafton Hills College (CHC)

English or math and receives a course placement if high school data, including self-reported data is not available.		directed at the student's comfort level with English and Math.	students answer a series of questions regarding the amount of comfort with reading, writing, and math to inform their placement.
Use evidence-based multiple measures for placing students into ESL	Yes	Colleges will have until Fall of 2020 to implement AB705 guidelines for ESL. We are currently working on developing an evidence-based multiple measures placement for ESL.	Not applicable
ESL placement should maximize probability that they will complete degree and transfer level requirements in English within three years	Yes	Pathways for ESL students are currently being developed which will guide students into a transfer-level English course within three years.	Not applicable

Goal of AB 1805 – To provide students with easily understandable community college placement policies.

AB 1805 Requirements	Met Requirement	SBVC	CHC
Inform students of their rights under AB 705 as to how they will be placed based on multiple measures in easily understandable ways...	Yes	Multiple communications to students are underway.	Multiple communications to students are underway.
College Catalogs	Yes	Information to be included in the 2019-2020 catalog.	Information to be included in the 2019-2020 catalog.
Orientation Materials	Yes	Yes. Students receive multiple materials, including pathways and maps to transfer-level English and Math during orientation.	Orientation materials and New Student Advising sessions include information on AB 705. In addition, the 2019-2020 Student Handbook will also include information on AB 705.
College Websites	Yes	AB 705 website is active.	AB 705 website is active. Includes direct link to video on AB 705.
Reports to Chancellor's Office need to include...	On Task	In process.	In process.
Measures used to determine placement	On Task	In process.	In process.
Number of students assessed	On Task	In process.	In process.

San Bernardino Community College District AB 705 and 1805 Progress
San Bernardino Valley College (SBVC) and Crafton Hills College (CHC)

Percentage of students placed into transfer-level courses disaggregated by race and ethnicity	On Task	In process.	In process. As of April 2018, transfer level placements in math have increased from 6% of students assessed to 54% of students assessed, an 800% increase in the percent of students placed into transfer level math.
Publicly post placement results of students placed into transfer-level courses disaggregated by race and ethnicity	On Task	In process.	In process.



GOOD NEWS

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

May 2019 Edition



Crafton Hills College | San Bernardino Valley College | Empire KVCR



SBCCD FEATURED IN INLAND EMPIRE MAGAZINE

Collective efforts continue to gain positive regional and national PR coverage. SBCCD's The Free College Promise was featured in a five-page spread section highlighting the "Best Community Colleges in the Inland Empire", May 2019 edition of the Inland Empire Magazine.

SBCCD ADVOCATES WITH HACU

SBCCD student leaders and Trustees Frank Reyes travelled to Washington D.C. joining their voices with the Hispanic Association of Colleges and Universities (HACU) advocating for critical federal investment in workforce education and financial aid opportunities for all community college students.



Before



After



SBCCD OFFICIALLY ROLLS OUT NEW BRAND

Setting the stage for the future, April 2019 was the announcement of SBCCD's alignment of the bold vision with a bold new brand. The new brand identity is currently being phased in and expected to be completed by fall 2019.

The SBCCD Brand Toolkit is available which includes the Brand Identity Standards Manual, the new SBCCD logo, specific templates and letterhead. SBCCD is in the process of acquiring a centralized software which will allow downloadable and customized ready-to-print templates for flyers, brochures, newsletters, reports, and more.

When using the same brand elements, we distinguish SBCCD from other higher education institutions, and we speak with one voice about SBCCD's unwavering commitment to put our students and our community at the center of everything we do.

SBCCD TESTIFIES IN SUPPORT OF SB 291

SBCCD Board President John Longville and Crafton Hills College Student Senate President Valerie Johnson testified in support of Senate Bill 291 authored by Senator Connie Leyva. If signed into law, this bill will expand financial aid to help California community college students pay the true cost of attending college beyond tuition.



SBCCD FEATURED IN ZERO NET ENERGY WEBINAR

SBCCD's Farrah Farzaneh, Sustainability & Energy Manager, was a featured speaker on a webinar titled "Feasibility of Getting to Zero in Schools Retrofits" held by New Buildings Institute. Farrah is known as an industry

expert who briefed the attendees on the innovative approaches that teams are taking during the assessment and planning process when retrofitting on the path to zero. This information was presented as case studies and models for replication in the attendees own design.



A San Bernardino Community College District publication by the Office of the Chancellor
114 S. Del Rosa Drive, San Bernardino, CA 92408 | 909.382.4000 | www.SBCCD.edu



Meeting of the Board of Trustees

April 11, 2019 at 4:00 p.m. (Closed Session); 5:00 p.m. (Public Meeting)

Crafton Hills College, 11711 Sand Canyon Rd. (LRC 231)

Yucaipa, CA 92399

MEMBERS PRESENT

John Longville, President (arrived at 4:10pm)

Dr. Anne L. Viricel, Vice President (arrived at 4:08pm)

Joseph Williams, Clerk

Gloria Macias Harrison, Trustee

Dr. Stephanie Houston, Trustee

Frank Reyes, Trustee

Dr. Donald L. Singer, Trustee

Elijah Gerard, CHC Student Trustee

ABSENT

Autumn Blackburn, SBVC Student Trustee

ADMINISTRATORS PRESENT

Bruce Baron, Chancellor

Jose Torres, Executive Vice Chancellor

Diana Rodriguez, SBVC President

Dr. Kevin Horan, CHC President

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Trustee Williams called the meeting to order at 4:02pm. Trustee Reyes led the pledge of allegiance.

2. ANNOUNCEMENT OF CLOSED SESSION ITEMS

2.1. Conference with Labor Negotiators

Government Code 54957.6

Agency Representative: Bruce Baron – CSEA, CTA, Management/Supervisors, and Confidential Employees

2.2. Public Employee Discipline/Dismissal/Release/Non Re-Employment

Government Code 54957

(2 cases)

2.3. Public Employee Performance Evaluation

Government Code 54957(b)(1)

Title: Chancellor

2.4. Conference with Legal Counsel – Anticipated Litigation

Government Code 54956.9(d)(2)

(3 cases)

2.5. Conference with Legal Counsel – Existing Litigation

Government Code 54956.9(e)(3)

Workers Comp Claim #541850, Workers Comp Claim #520382, Workers Comp Claim #556994

3. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.



Meeting of the Board of Trustees

April 11, 2019 at 4:00 p.m. (Closed Session); 5:00 p.m. (Public Meeting)

Crafton Hills College, 11711 Sand Canyon Rd. (LRC 231)

Yucaipa, CA 92399

4. **CONVENE CLOSED SESSION**

Closed session convened at 4:03pm.

5. **RECONVENE PUBLIC MEETING**

Public meeting reconvened at 5:05pm.

6. **REPORT OF ACTION IN CLOSED SESSION**

- In closed session the Board unanimously took action to approve the release of probationary employee #29889 from the position of Custodian.
- The Board by majority vote, with Trustee Williams voting *no*, took action to approve a resignation agreement and release of all claims with regard to former employee #25080.
- The Board unanimously took action to approve settlement of Workers Comp Claim #541850 with employee #8380.
- The Board unanimously took action to approve settlement of Workers Comp Claim #520382 with employee #10100.
- The Board unanimously took action to approve settlement of Workers Comp Claim #556994 with employee #9140.

7. **PUBLIC COMMENTS ON AGENDA ITEMS**

Without objection, the Board agreed to reorder the agenda to hear item 14 with item 7.

Linda Vasquez, Campaign for College Opportunity – AB 705

Jewel Patterson, C.O.P.E. – student and community input on the California Promise

Aujanee Butler, student at San Andreas High School - Promise

8. **PRESENTATIONS**

8.1 IEPI Diversity Summit Presentation – Kristina Hannon, Executive Director HR (p5)

The presentation included a review of the statewide data regarding diversity in hiring, updates from the State Chancellor's Office, SBCCD updates, and the next steps. The full presentation and executive summary was included in the Board agenda.

Trustee Houston would like to receive updates on the progress of diversity in hiring.

9. **REPORTS**

9.1. Board Committee Reports (p19)

- Trustee Reyes attended the HACU Conference in Washington DC to advocate for funding. He referenced a list of grants available to Hispanic serving institutions and non-Hispanic serving institutions. He reiterated the importance of meeting with elected officials to advocate for funding.
- Trustee Gerard also attended the HACU Conference. He asked the Board to include students on committees whenever decisions are made that affect students.

9.2. Board Information Requests (p23)

9.3. Good News (p25)

9.4. San Bernardino Valley College Academic Senate – no report

9.5. San Bernardino Valley College Classified Senate – Judy Rodriguez reported the Senate is in the planning stages of Classified Professionals Week (in June) and has an upcoming fundraiser at Applebee's.

9.6. San Bernardino Valley College Associated Students – no report

9.7. Crafton Hills College Academic Senate – Meridyth McLaren announced Mark McConnell is at Plenary and will have a report when he returns.

9.8. Crafton Hills College Classified Senate – no report



Meeting of the Board of Trustees

April 11, 2019 at 4:00 p.m. (Closed Session); 5:00 p.m. (Public Meeting)

Crafton Hills College, 11711 Sand Canyon Rd. (LRC 231)

Yucaipa, CA 92399

- 9.9. Crafton Hills College Associated Students – Tyrone Ross reported the Student Senate had their General Assembly where they passed two resolutions; to make election days a statewide holiday and to make federal loans available to students.
- 9.10. CSEA – Kevin Palkki announced CSEA is working with District regarding the professional development funding for classified members. The efforts are in collaboration with districtwide representatives to have input of the allocation of such funding. He also asked for support to honor Cesar Chavez Day (March 31) and the Governor issued a declaration of Dolores Huerta Day (April 10). He also thanked the Board for keeping classified members at competitive wages.
- 9.11. CTA – Meridith McLaren thanked the Board for their support with salary negotiations. CTA and District agreed on full and part-time faculty salaries, which will be voted on in May. The academic calendar will also be voted on in May. CTA will be working on benefits and evaluations.

President Longville asked to review calendar holidays and consider honoring Dolores Huerta Day. The District can make it a holiday, but CSEA will negotiate the day it would be observed.

In addition to resolutions for Dolores Huerta Day and Cesar Chavez Day, Trustee Harrison would like to have a resolution for Community College Month in April each year.

10. APPROVAL OF MINUTES

- 10.1. February 7, 2019 (p26)
- 10.2. March 14, 2019 (p30)

Trustee Harrison moved approval of the minutes of February 7, 2019 and March 14, 2019. Trustee Viricel seconded the motion.

AYES: Longville, Viricel, Williams, Harrison, Houston, Reyes, Gerard

NOES: None

ABSENT: Blackburn

ABSTENTIONS: Singer

11. CONSENT AGENDA

Instruction/Student Services

- 11.1 Curriculum – CHC (p37) ~~Item pulled for separate action~~
- 11.2 Curriculum – SBVC (p43) ~~Item pulled for separate action~~
- 11.3 Donation – SBVC (p94)
- 11.4 Serving Alcoholic Beverages at Campus Events (p95)

Human Resources

- 11.5 Adjunct and Substitute Academic Employees (p96)
- 11.6 Contracts for Tenure Track Academic Employees (p98)
- 11.7 Non-Instructional Pay for Academic Employees (p100)
- 11.8 Salary Advancement for Academic Employees (p105)
- 11.9 Stipends (p107)
- 11.10 Interim Managers (p109)
- 11.11 Management Job Descriptions (p111)
- 11.12 Appointment of District Employees (p124)
- 11.13 Classified Job Descriptions (p126)
- 11.14 Employee Promotions (p136)
- 11.15 Placement of Classified Employees on the 39-Month Reemployment List (p138)



Meeting of the Board of Trustees

April 11, 2019 at 4:00 p.m. (Closed Session); 5:00 p.m. (Public Meeting)

Crafton Hills College, 11711 Sand Canyon Rd. (LRC 231)

Yucaipa, CA 92399

Business & Fiscal Services

- 11.16 Contracts At or Above \$92,600 (p140)
- 11.17 Establishment of a Capital Projects Fund 44 for Measure CC Bond Proceeds (p143)
- 11.18 Vacation Payout (p144)
- 11.19 Surplus Property and Authorization for Private Sale or Disposal (p145)
- 11.20 Resolution #2019-04-11-FS-1 Authorizing Temporary Interfund Borrowing (p147)
- 11.21 Resolution #2019-04-11-FS-2 Approving Transfers from the Reserve for Contingencies to Various Expenditure Classifications (p149)
- 11.22 Appoint Members to the CBOC (p153)

Facilities

- 11.23 Bid #01-1819-01 and Contract to Commercial Roofing Systems, Inc. of Arcadia, CA (p155)
- 11.24 Bid #03-1819-02 and Contract to Caliber Construction, Inc. of Brea, CA (p157)
- 11.25 Resolution #2019-04-11-FPC Regarding the District's Intention to Issue Tax-Exempt General Obligation Bonds (p159)

Other Items

- 11.26 ~~Reconfirm Student Trustee Privileges (p165) — Longville: state's legal interpretation of "elected official" other ways to expand opportunities for our student trustees. Item pulled for separate action~~
- 11.27 Board Policies First Reading (p166)
 - BP 2315 (no AP) Closed Sessions
 - BP & AP 2330 Quorum and Voting
 - BP 2720 (no AP) Communications Among Board Members
 - BP & AP 3810 Claims Against the District
 - BP & AP 5110 Counseling
 - BP & AP 5120 Transfer Center
 - BP & AP 5300 Student Equity
 - BP & AP 6320 Investments
- 11.28 Resolution to Grant Excused Absence of Trustee (p190)
- 11.29 Conference Attendance (p192)
- 11.30 District & College Expenses (p204)
- 11.31 Individual Memberships (p212)

Trustee Williams moved approval of the consent agenda except items 11.1, 11.2, and 11.26. Trustee Gerard seconded the motion.

AYES: Longville, Viricel, Williams, Harrison, Houston, Reyes, Singer, Gerard

NOES: None

ABSENT: Blackburn

ABSTENTIONS: None



Meeting of the Board of Trustees

April 11, 2019 at 4:00 p.m. (Closed Session); 5:00 p.m. (Public Meeting)

Crafton Hills College, 11711 Sand Canyon Rd. (LRC 231)

Yucaipa, CA 92399

ITEMS PULLED FOR SEPARATE ACTION

11.1 Curriculum – CHC (p37)

11.2 Curriculum – SBVC (p43)

Trustee Williams moved approval of Board Policies for final approval. Trustee Harrison seconded the motion.

Discussion: There was discussion and clarification of the terminology used in the Social Media Field Production Certificate. It was confirmed that SBVC is using data to provide courses attract students from the Art Institute, which recently closed.

AYES: Longville, Viricel, Williams, Harrison, Houston, Reyes, Singer, Gerard

NOES: None

ABSENT: Blackburn

ABSTENTIONS: None

11.26 Reconfirm Student Trustee Privileges (p165)

Trustee Gerard moved approval of the item with the language in the Overview to be struck "*at the discretion of the Board*". There was no second. Motion did not pass.

Discussion: There was discussion around the effects of striking the language. Trustee Gerard asserted that Student Trustees are elected and the statement to be stricken implies Student Trustees have a vote on attending closed session. He also stated based on board policy, a Student Trustee is a full-fledged member of the BOT and would have a vote as to whether Student Trustees could attend closed session. The State allows Student Trustees access to closed session and the law dictates that Student Trustees are not permitted to attend closed session on personnel or collective bargaining matters.

President Longville asked staff to provide the Board with additional information to clarify the State's legal meaning of elected officials and any additional information that is relevant. He also requested staff to explore other opportunities to expand Student Trustee participation.

Trustee Singer moved approval to Reconfirm Student Trustee Privileges. Trustee Harrison seconded the motion.

AYES: Longville, Viricel, Williams, Harrison, Houston, Reyes, Singer

NOES: Gerard

ABSENT: Blackburn

ABSTENTIONS: None



Meeting of the Board of Trustees

April 11, 2019 at 4:00 p.m. (Closed Session); 5:00 p.m. (Public Meeting)

Crafton Hills College, 11711 Sand Canyon Rd. (LRC 231)

Yucaipa, CA 92399

12. ACTION AGENDA

12.1 Board Policies for Final Reading (p214)

BP 3600 (no AP) Auxiliary Organizations

BP & AP 3920 Electronic Mail

BP & AP 4250 Probation, Dismissal, and Readmission

AP 5045 (no BP) Student Records - Challenging Content & Access Log

BP & AP 5055 Enrollment Priorities

AP 7211 (no BP) Faculty Service Areas, Minimum Qualifications, and Equivalencies

AP 7216 (no BP) Academic Employees: Grievance Procedure for Contract Decisions

AP 7233 (no BP) Claims for Out of Class

Trustee Houston moved approval of the Board Policies. Trustee Williams seconded the motion.

AYES: Longville, Viricel, Williams, Harrison, Houston, Reyes, Singer, Gerard

NOES: None

ABSENT: Blackburn

ABSTENTIONS: None

12.2 Public Hearing and Acknowledgement of Initial Proposals to Reopen Negotiations from the CSEA Chapter 291 (p239)

President Longville opened a hearing for public comment on the initial reopener proposals. Hearing no comments, the hearing was closed.

Trustee Harrison moved approval to acknowledge Article 7 Pay and Allowances and Article 10 Health & Welfare Benefits proposals and the parties to commence negotiations. Trustee Houston seconded the motion.

AYES: Longville, Viricel, Williams, Harrison, Houston, Reyes, Singer, Gerard

NOES: None

ABSENT: Blackburn

ABSTENTIONS: None

12.3 Vote for Candidates12.3 for the CCCT Board of Directors (p241)

Trustee Williams moved approval to vote for the seven candidates from the seats up for re-election and authorize staff to forward the official ballot to the League Office before the deadline. Trustee Houston seconded the motion.

Raymond Macareno, Sequoias CCD

Kenneth A. Brown, El Camino CCD

Sally Biggin, Redwoods CCD

Mark Evilsizer, Palomar CCD

Tracey Vackar, Riverside CCD

Linda S. Wah, Pasadena Area CCD

Mary Jane Sanchez, Desert CCD

AYES: Longville, Viricel, Williams, Harrison, Houston, Reyes, Singer, Gerard

NOES: None

ABSENT: Blackburn

ABSTENTIONS: None

**Meeting of the Board of Trustees****April 11, 2019 at 4:00 p.m. (Closed Session); 5:00 p.m. (Public Meeting)**

Crafton Hills College, 11711 Sand Canyon Rd. (LRC 231)

Yucaipa, CA 92399

12.4 Vision for Success First Reading (p244)

Trustee Viricel moved approval to accept CHC & SBVC Vision for Success Local Goal Setting, as amended, for first reading. Trustee Williams seconded the motion.

AYES: Longville, Viricel, Williams, Harrison, Houston, Reyes, Singer, Gerard

NOES: None

ABSENT: Blackburn

ABSTENTIONS: None

Systemwide Goal 4 (Workforce): Increase the percent of exiting students who report being employed in their field of study, from the most recent statewide average of 69% to 76%, an increase of 10%.

Local Target (CHC and SBVC): Increase the number of exiting students who report being employed in their field of study by 10%. ~~attaining the district county living wage by 10%.~~

Job Closely-Related to Field of Study	2014-15 (Baseline)	2015-16	2016-17	2021-22 (Target: 10% Increase)
CHC Percent	77%	N/A	N/A	85%
SBVC Percent	70%	N/A	N/A	77%

Attained the Living Wage	2014-15	2015-16 (Baseline)	2016-17	2021-22 (Target: 10% Increase)
CHC Percent	46%	47%	49%	52%
SBVC Percent	49%	52%	55%	57%

12.5 Adopt Resolution #2019-04-11-FS-3 Authorizing a Separate Bank Account and Approval to Transfer Purchase Credit Funds

Trustee Harrison moved approval to adopt a resolution authorizing a separate bank account for the operation of investment properties and that the Board of Trustees approve transfer of the \$5.9 million purchase credit into the new bank account. Trustee Williams seconded the motion.

AYES: Longville, Viricel, Williams, Harrison, Houston, Reyes, Singer, Gerard

NOES: None

ABSENT: Blackburn

ABSTENTIONS: None

13. INFORMATION ITEMS

- 13.1 Applause Cards (p247)
- 13.2 Budget Report (p252)
- 13.3 Clery Report (p270)
- 13.4 Contracts Below \$92,600 (p272)
- 13.5 District Volunteers (p285)
- 13.4 General Fund Cash Flow Analysis (p287)
- 13.5 Key Performance Indicators (p289)
- 13.6 MOUs between SBCCD and the CSEA (p293)
- 13.7 MOUs between SBCCD and the CTA (p322)



MINUTES

Meeting of the Board of Trustees

April 11, 2019 at 4:00 p.m. (Closed Session); 5:00 p.m. (Public Meeting)

Crafton Hills College, 11711 Sand Canyon Rd. (LRC 231)

Yucaipa, CA 92399

- 13.8 Professional Expert, Short-Term, and Substitute Employees (p327)
- 13.9 Purchase Orders (p332)
- 13.10 Resignations and Retirements (p341)
- 13.11 Small Scale Construction Contracts (p343)

14. ~~**PUBLIC COMMENT ON NON-AGENDA ITEMS**~~

Item 14 was reordered and heard with agenda item 7.

15. **ADJOURN**

The next meeting of the Board: Study Session: Media Academy – April 18, 2019 at 12pm.
President Longville adjourned the meeting at 6:40pm.

Joseph Williams, Clerk
SBCCD Board of Trustees



Study Session of the Board of Trustees

April 18, 2019 at 12:00 p.m.

SBCCD Boardroom, 114 S. Del Rosa Dr., San Bernardino, CA 92408

MEMBERS PRESENT

John Longville, President (arrived at 12:07pm)

Dr. Anne L. Viricel, Vice President

Joseph Williams, Clerk

Gloria Macias Harrison, Trustee

Dr. Donald L. Singer, Trustee

ABSENT

Dr. Stephanie Houston, Trustee

Frank Reyes, Trustee

Autumn Blackburn, SBVC Student Trustee

Elijah Gerard, CHC Student Trustee

ADMINISTRATORS PRESENT

Bruce Baron, Chancellor

Jose Torres, Executive Vice Chancellor

Diana Rodriguez, SBVC President

Dr. Kevin Horan, CHC President

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Vice President Viricel called the meeting to order at 12:05pm. Chancellor Baron led the pledge of allegiance.

2. PUBLIC COMMENTS ON AGENDA ITEMS

None.

3. PRESENTATION

3.1 Media Academy (p3)

Presented by: Dr. Iris Kern-Foster and Lucas Cuny

Chancellor Baron gave an overview of the development of the Creative Industries Academy (CIA) and the partnership between colleges to develop the academy. Iris and Lucas provided the Board with an overview of the curriculum alignment with the CIA, anticipated growth in the region, how they are preparing students, and the next steps for CIA.

Tony Papa presented partnership opportunities for academy students, programming, digital production and delivery, and changes at KVCR that are underway. Networks as we used to know it is changing. We need to respond to trends and change our approach at teaching. KVCR is building a community calendar and are working on ROI in the media platform.

Trustee Singer would like to see positive news reporting in the Inland Empire. He suggested for Tony to find out why Cal State's venture failed and what we will do to make it successful. Trustee Williams asked to have regular progress updates as the Media Academy is rolled out. He suggested for the campuses to seek ways to utilize the technology and student experience across campuses. In the future, he would like to see the conversion of FTES to head count.



Study Session of the Board of Trustees

April 18, 2019 at 12:00 p.m.

SBCCD Boardroom, 114 S. Del Rosa Dr., San Bernardino, CA 92408

4. **ADJOURN**

The next meeting of the Board: Business Meeting – May 16, 2019 at 4pm.

President Longville adjourned the meeting at 2:06pm.

Joseph Williams, Clerk
SBCCD Board of Trustees

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Dr. Kevin Horan, President, CHC
PREPARED BY: Dr. Keith Wurtz, Vice President, Instruction, CHC
DATE: May 16, 2019
SUBJECT: Consideration of Approval of Curriculum - CHC

RECOMMENDATION

It is recommended that the Board of Trustees approve the CHC curriculum modifications.

OVERVIEW

The courses, certificates, and degrees at CHC are continually being revised and updated to reflect and meet student needs.

ANALYSIS

These courses, certificates, and degrees have been approved for addition, modification, and deletion by the Curriculum Committee of the Academic Senate and will be included in the 2019-2020 and 2020-2021 College Catalog.

INSTITUTIONAL VALUES

II. Learning Centered Institution for Student Access, Retention, and Success.

FINANCIAL IMPLICATIONS

None.

CRAFTON HILLS COLLEGE
SUBMITTED FOR BOARD OF TRUSTEE APPROVAL
May 16, 2019

NEW COURSE - NONCREDIT

Addition to the 2020-2021 College Catalog

Discipline:	Health and Safety Education (Noncredit)
Department:	Kinesiology and Health Education
Course ID:	First Aid/CPR/AED for Non-Medical Professionals
Course Title:	HSE/N 600
Units:	0
Minimum Semester Hours:	
Lecture:	6
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	This course is designed to certify non-medical professionals. The course teaches participants the knowledge and skills needed to give immediate care to an injured or ill person and to decide whether advanced medical care is needed. This course certifies individuals with the American Red Cross for First aid, CPR and AED for adults and children.
Schedule Description:	This course is designed to certify non-medical professionals (personal trainers, teachers, coaches etc.). The course teaches participants the knowledge and skills needed to give immediate care to an injured or ill person and to decide whether advanced medical care is needed. This course certifies individuals with the American Red Cross for First aid, CPR and AED for adults and children.
Rationale:	The primary purpose of the First Aid/CPR/AED course is to help students recognize and respond appropriately to cardiac, breathing and first aid emergencies. This certification is helpful for students in the medical programs, for community members who seek a variety of employment, and for general knowledge. This course is unique because it is designed for teachers, coaches, personal trainers, family, and others who are not specifically in a medical profession. As a non-credit course, this allows community members to get a certification without having to take an entire semester long course. This course provides students with the information needed to pass a certification, which will be provided as part of the course.
Equate:	Course not offered at SBVC
Effective:	Fall 2020

NEW COURSE - NONCREDIT***Addition to the 2020-2021 College Catalog***

Discipline:	Immigrant Education (Including Citizenship) - Noncredit
Department:	Social Science
Course ID:	IEC/N 600
Course Title:	United States Citizenship
Units:	0
Minimum Semester Hours:	
Lecture:	27
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	The purpose of this class is to obtain information and practice the skills needed to pass the USCIS Naturalization Interview.
Schedule Description:	The purpose of this class is to obtain information and practice the skills needed to pass the USCIS Naturalization Interview.
Rationale:	The department is proposing the United States Citizenship course to serve the immigrant community.
Equate:	Course not offered at SBVC
Effective:	Fall 2020

SIX-YEAR REVISION***No Changes to the 2020-2021 College Catalog***

COURSE ID	COURSE TITLE
MARKET 106	RETAIL MANAGEMENT

Rationale:	Six-year revision and adding DE component.
Equate:	Course not offered at SBVC
Effective:	Fall 2020

SIX-YEAR REVISION***Changes to the 2020-2021 College Catalog***

COURSE ID	COURSE TITLE
RELIG 101	INTRODUCTION TO WORLD RELIGIONS

Rationale:	Six-year revision and adding DE component.
Equate:	Course not offered at SBVC
Effective:	Fall 2020

SIX-YEAR REVISION***Changes to the 2020-2021 College Catalog***

COURSE ID	COURSE TITLE
RELIG 176	JESUS AND HIS INTERPRETERS

Rationale:	Six-year revision and adding DE component.
Equate:	Course not offered at SBVC
Effective:	Fall 2020

MODIFY COURSE***Changes to the 2020-2021 College Catalog***

COURSE ID	COURSE TITLE
CIS 162	INTRODUCTION TO FLASH

Course Title:	Adobe Animate
Departmental Recommendation:	CIS 091 with a minimum grade of C or better
Catalog Description:	Introduction to Adobe Animate. Development of skills needed to plan, design, create, and publish animations, movies, and multi-device interactive applications using Adobe Animate. This course is also offered as MULTI 171.
Schedule Description:	Introduction to Adobe Animate. Development of skills needed to plan, design, create, and publish animations, movies, and multi-device interactive applications using Adobe Animate. This course is also offered as MULTI 171.
Rationale:	Adding DE component and cross listing course with MULTI 171.
Equate:	Course not offered at SBVC
Effective:	Fall 2020

MODIFY COURSE***Changes to the 2020-2021 College Catalog***

COURSE ID	COURSE TITLE
MARKET 100	MARKETING PRINCIPLES

Course Title:	Introduction to Marketing Principles
Catalog Description:	This course is designed to serve as an introduction to the basic principles of marketing, practices, and the application of these practices. Subjects covered include consumers, market research and target markets, feasibility analysis, products, promotion, channels of distribution, pricing, international marketing and use of technology in marketing.
Schedule Description:	This course is designed to serve as an introduction to the basic principles of marketing, practices, and the application of these practices. Subjects covered include consumers, market research and target markets, feasibility analysis, products, promotion, channels of distribution, pricing, international marketing and use of technology in marketing.
Rationale:	Six-year revision and adding DE component.
Equate:	BUSAD 103
Effective:	Fall 2020

MODIFY COURSE***Changes to the 2020-2021 College Catalog***

COURSE ID	COURSE TITLE
MARKET 110	ADVERTISING

Course Title:	Principles of Advertising
Catalog Description:	Examines the major components of modern advertising and promotion. Key areas explored include the social and economic role of advertising, controls over advertising, planning of the campaign, and the role of research, media playing, advertising strategy and coordination with other elements of marketing.

Schedule Description:	Examines the major components of modern advertising and promotion. Key areas explored include the social and economic role of advertising, controls over advertising, planning of the campaign, and the role of research, media playing, advertising strategy and coordination with other elements of marketing. This course may also be offered online.
Rationale:	Six-year revision and adding DE component.
Equate:	Course not offered at SBVC
Effective:	Fall 2020

MODIFY COURSE

<i>Changes to the 2020-2021 College Catalog</i>
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COURSE ID	COURSE TITLE
MATH 902	COLLEGE ALGEBRA SUPPORT

Prerequisite:	MATH 095 or eligibility for MATH 902 as determined through the Crafton Hills College assessment process
Semester Units:	1 – 2
Minimum Semester Hours:	
Lecture:	8 - 16
Lab:	24 - 48
Catalog Description:	A review of the core prerequisite skills, competencies, and concepts needed in college algebra. Topics include: a review of computational skills developed in intermediate algebra, factoring, operations on rational and radical expressions, absolute value equations and inequalities, functions including composition and inverses, and an in-depth focus on quadratic functions. This course is appropriate for students who are confident in their graphing and beginning algebra skills. Graded on a Pass or No Pass basis only. Non-degree applicable.
Schedule Description:	Support course for college algebra. A review of the core prerequisite skills, competencies, and concepts needed for college algebra. This course is appropriate for students who are confident in their graphing and beginning algebra skills. Graded on a Pass or No Pass basis only. Not degree applicable.
Rationale:	Units change to variable units for AB-705.
Equate:	Course not offered at SBVC
Effective:	Fall 2020

MODIFY COURSE

<i>Changes to the 2020-2021 College Catalog</i>
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COURSE ID	COURSE TITLE
MATH 910	INTRODUCTION TO PROBABILITY AND STATISTICS SUPPORT

Prerequisite:	MATH 085 or MATH 095 or eligibility for MATH 910 as determined through the Crafton Hills College assessment process.
Semester Units:	1 – 2
Minimum Semester Hours:	
Lecture:	8 - 16
Lab:	24 - 48

Catalog Description:	A review of the core prerequisite skills, competencies, and concepts needed in statistics. Intended for students who are concurrently enrolled in MATH 110, Introduction to Probability and Statistics. Topics include concepts from arithmetic, prealgebra, elementary and intermediate algebra, and descriptive statistics that are needed to understand the basics of college-level statistics. Concepts are taught through the context of descriptive data analysis. Additional emphasis is placed on solving and graphing linear equations and modeling with linear functions. Graded on a Pass or No Pass basis only. Non-degree applicable.
Schedule Description:	A review of the core prerequisite skills, competencies, and concepts needed in statistics. Intended for students who are concurrently enrolled in MATH 110, Introduction to Probability and Statistics. Topics include concepts from arithmetic, prealgebra, elementary and intermediate algebra, and descriptive statistics that are needed to understand the basics of college-level statistics. Concepts are taught through the context of descriptive data analysis. Additional emphasis is placed on solving and graphing linear equations and modeling with linear functions. Graded on a Pass or No Pass basis only. Non-degree applicable.
Rationale:	Units change to variable units for AB-705.
Equate:	Course not offered at SBVC
Effective:	Fall 2020

MODIFY COURSE

<i>Changes to the 2020-2021 College Catalog</i>
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COURSE ID	COURSE TITLE
MATH 995	INTERMEDIATE ALGEBRA SUPPORT

Semester Units:	1 – 4
Minimum Semester Hours:	
Lecture:	8 - 32
Lab:	24 - 96
Catalog Description:	A review of the core prerequisite skills, competencies, and concepts needed for intermediate algebra. Review topics include: computational skills developed in pre-algebra, the vocabulary of algebra, translations from English to algebraic expressions, evaluations of literal expressions and functions. Topics covered in more depth include solving and graphing linear equations and inequalities on one and two variables, solving and graphing systems of equations in two variables, factoring, algebraic operations on polynomial and rational expressions. Recommended for students with little or no recent knowledge of algebra. Graded on a Pass or No Pass basis only. Not degree applicable.
Schedule Description:	A review of the core prerequisite skills, competencies, and concepts needed for intermediate algebra. Review topics include: computational skills developed in pre-algebra, the vocabulary of algebra, translations from English to algebraic expressions, evaluations of literal expressions and functions. Topics covered in more depth include solving and graphing linear equations and inequalities on one and two variables, solving and graphing systems of equations in two variables, factoring, algebraic operations on polynomial and rational expressions. Recommended for students with little or no recent knowledge of algebra. Graded on a Pass or No Pass basis only. Not degree applicable.
Rationale:	Units change to variable units for AB-705.
Equate:	Course not offered at SBVC

Effective: Fall 2020

MODIFY COURSE

Changes to the 2020-2021 College Catalog

COURSE ID	COURSE TITLE
MULTI 171	ADOBE ANIMATE

Catalog Description: Add: This course is also offered as CIS 162.
Schedule Description: Add: This course is also offered as CIS 162.
Rationale: Adding DE component and cross listing course with CIS 162.
Equate: Course not offered at SBVC
Effective: Fall 2020

DISTRIBUTED EDUCATION

Course ID: CIS 162 Hybrid and 100% Online
Course Title Adobe Animate
Rationale: Increase DE offerings
Effective: Fall 2020

DISTRIBUTED EDUCATION

Course ID: MARKET 100 100% Online
Course Title Introduction to Marketing Principles
Rationale: Increase DE offerings
Effective: Fall 2020

DISTRIBUTED EDUCATION

Course ID: MARKET 106 100% Online
Course Title Retail Management
Rationale: Increase DE offerings
Effective: Fall 2020

DISTRIBUTED EDUCATION

Course ID: MARKET 110 100% Online
Course Title Principles of Advertising
Rationale: Increase DE offerings
Effective: Fall 2020

DISTRIBUTED EDUCATION

Course ID: MULTI 171 Hybrid and 100% Online
Course Title Adobe Animate
Rationale: Increase DE offerings
Effective: Fall 2020

DISTRIBUTED EDUCATION

Course ID: RELIG 101 Hybrid and 100% Online
Course Title Introduction to World Religions
Rationale: Increase DE offerings
Effective: Fall 2020

DISTRIBUTED EDUCATION

Course ID:	RELIG 176	Hybrid and 100% Online
Course Title	Jesus and His Interpreters	
Rationale:	Due to an inadvertent deletion, the DE addendum is being resubmitted and updated to meet the new OEI standards.	
Effective:	Fall 2020	

INFORMATIONAL ITEM**ASSOCIATE IN SCIENCE IN NUTRITION AND DIETETICS FOR TRANSFER**

The Associate in Science in Nutrition and Dietetics for Transfer degree (AS-T in Nutrition and Dietetics) prepares students for success in a baccalaureate degree in Nutrition and Dietetics with the lower-division coursework required to transfer into the CSU system. Students learn about nutrients in food and how their dietary choices effect the human body and the world. The study of nutritional science contributes to preparing students for careers as nutritionists, registered dietitians (RD), food scientists, or other dietetics professionals. The study of Nutrition provides a broad foundation which applies to a variety of other scientific areas of study such as health, kinesiology, chemistry, biochemistry, microbiology, anatomy, physiology, and biology.

REQUIRED COURSES:		Units
HEALTH 263	Nutrition and Health	3
or		
HEALTH 263H	Nutrition and Health-Honors	3
CHEM 150	General Chemistry I	5
or		
CHEM 150H	General Chemistry I - Honors	5
CHEM151	General Chemistry II	5
or		
CHEM 151H	General Chemistry II - Honors	5
MICRO 102	Introductory Microbiology	4
or		
MICRO 150	Medical Microbiology	5
PSYCH 100	General Psychology	3
or		
PSYCH 100H	General Psychology - Honors	3

List A: (Select one)		Units
ANAT 150	Human Anatomy and Physiology I	4
and		
ANAT 151	Human Anatomy and Physiology II	4
CHEM 212	Organic Chemistry I	4
MATH 110	Introduction to Probability and Statistics	4
MATH 110H	Introduction to Probability and Statistics-Honors	4
PSYCH 120	Statistics for the Social and Behavioral Sciences 4	

List B: (Select one)		Units
COMMST 111	Interpersonal Communication	3
COMMST 111H	Interpersonal Communication - Honors	3
JOUR 120	Fundamentals of News Writing	3
ENGL 120	Fundamentals of News Writing	3
SOC 100	Introduction to Sociology	3

SOC 100H	Introduction to Sociology-Honors	3
MATH 110 *	Introduction to Probability and Statistics	4
MATH 110H *	Introduction to Probability and Statistics-Honors	4
PSYCH 120 *	Statistics for the Social and Behavioral Sciences	4
ANTHRO 102	Cultural Anthropology	3
ANTHRO 102H	Cultural Anthropology-Honors	3
COMMST 125	Critical Thinking Through Argumentation and Debate	3
COMMST 125H	Critical Thinking Through Argumentation and Debate - Honors	3
ECON 100	Introduction to Economics	3
CD 105	Child Growth and Development	3
MATH 160	Precalculus	4
CHEM 212 *	Organic Chemistry I	4
ANAT 150 *	Human Anatomy and Physiology I	4
and		
ANAT 151 *	Human Anatomy and Physiology II	4
Total Units		27 – 33

*If not already used as part of List A

Rationale: To comply with community college review.
Effective: Fall 2019

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Diana Rodriguez, President, SBVC
PREPARED BY: Dina Humble, Vice President, Instruction, SBVC
DATE: May 16, 2019
SUBJECT: Consideration of Approval of Curriculum - SBVC

RECOMMENDATION

It is recommended that the Board of Trustees approve the SBVC curriculum modifications.

OVERVIEW

The courses, certificates, and degrees at SBVC are continually being revised and updated to reflect and meet student needs.

ANALYSIS

These courses, certificates, and degrees have been approved for addition, modification, and deletion by the Curriculum Committee of the Academic Senate and will be included in the 2019-2020 or 2020-2021 College Catalog.

INSTITUTIONAL VALUES

II. Learning Centered Institution for Student Access, Retention, and Success.

FINANCIAL IMPLICATIONS

None.

**SAN BERNARDINO VALLEY COLLEGE
SUBMITTED FOR BOARD OF TRUSTEE APPROVAL
May 16, 2019**

CONTENT REVIEW

No Changes to the College Catalog

SDEV 905 SDEV 906 WST 061

Rationale: Content Review
Effective: Fall 2019

NEW COURSE

Addition to the 2020-2021 College Catalog

Course ID: **AUTO 030**
Course Title: Mechanical Technology for the Collision Specialist
Units: 5
Lecture: 4 contact hour(s) per week
 64 - 72 contact hours per semester
Laboratory: 3 contact hour(s) per week
 48 - 54 contact hours per semester
Outside of Class Hours: 8 hour(s) per week
Prerequisite: None
Catalog Description: This course is an intense overview of the mechanical aspects of a vehicle as it
 pertains to Collision industry. Subjects covered are A/C, Electrical, SRS (Safety
 Restraint Systems), front-end geometry and hybrid and electrical vehicle safety.
Schedule Description: This course is an intense overview of the mechanical aspects of a vehicle as it
 pertains to Collision industry. Subjects covered are A/C, Electrical, SRS (Safety
 Restraint Systems), front-end geometry and hybrid and electrical safety.
Rationale: Class is required for new technologies in the automotive industry. This course is
 part of the Advanced Automotive Collision Repair and Refinishing certificate and
 degree.
TOP Code: 0949.00
Equate: Course not offered at CHC.
Effective: Fall 2020

NEW COURSE

Addition to the 2020-2021 College Catalog

Course ID: **WST 038**
Course Title: Geographic Information Systems (GIS) in Water Resources
Units: 3
Lecture: 3 contact hour(s) per week
 48 - 54 contact hours per semester
Outside of Class Hours: 6 hour(s) per week
Prerequisite: None
Catalog Description: The introductory course will provide students with a deeper understanding of
 geography from a water utility perspective, instruction on the basics of
 Geographic Information Systems (GIS), and introduce them to the core principles
 of how the knowledge may be applied to water resource management. GIS is
 used to solve real world water problems including infrastructure placement and
 maintenance, the difficulties associated with sourcing water, moving water, and

	treating water as well as the impacts of these on human populations and the natural world.
Schedule Description:	The introductory course will provide students with a deeper understanding of geography from a water utility perspective, instruction on the basics of Geographic Information Systems (GIS), and introduce them to the core principles of how the knowledge may be applied to the water industry.
Rationale:	"Doing What Matters", the initiative launched in 2013 by the California Community Colleges, encourages the regional collaboration of colleges to serve employers and job seekers in the best possible way. This proposed course of instruction supports the college's mission through the establishment of an additional career pathway for WST Program students that lead to high-demand jobs earning a livable wage.
TOP Code:	0958.00
Equate:	Course not offered at CHC.
Effective:	Fall 2020

NEW COURSE

Addition to the 2020-2021 College Catalog

Course ID:	WST 631
Course Title:	Introduction to Water Use Efficiency
Hours:	32 - 36
Lecture:	2 contact hour(s) per week 32 - 36 contact hours per semester
Prerequisite:	None
Catalog Description:	This noncredit water conservation course is designed for students interested in working as a water use efficiency practitioner. It includes the expected range of knowledge required for the American Water Works Association (AWWA) Water Use Efficiency Practitioner I Certificate.
Schedule Description:	This noncredit water conservation course is designed for students interested in working as a water use efficiency practitioner. It includes the expected range of knowledge required for the American Water Works Association (AWWA) Water Use Efficiency Practitioner I Certificate.
Rationale:	Many kinds of certificates are of occupational benefit to students. Workforce Preparation courses provide instruction for speaking, listening, reading, writing, mathematics, decision-making and problem-solving skills that are necessary to participate in job specific technical training (California Code Regulations, Title 5, § 55151). This noncredit course will make available to such students a practicable entry level pathway that would qualify them, upon completion, for the advanced training and count towards the requirements for an Associate Degree in Water Technology. As an illustration, this course will teach basic principles and theory in water supply and delivery operations, as well as application. This course will also permit students to remain current in the water industry and meet the needs of those already employed for upward mobility or a career upgrade.
TOP Code:	0958.00
Equate:	Course not offered at CHC.
Effective:	Fall 2020

NEW COURSE

Addition to the 2020-2021 College Catalog

Course ID:	WST 661
Course Title:	Introduction to Water Distribution
Hours:	32 - 36
Lecture:	2 contact hour(s) per week
	32 - 36 contact hours per semester
Prerequisite:	None
Catalog Description:	This noncredit course is designed for students interested in the field of water distribution. It covers the configuration, operation and maintenance of a water distribution system, and includes the Expected Range of Knowledge (ERK) required for the State Water Resource Control Board (SWRCB) water distribution certification tests at D1 and D2 levels. Successful completion of this course fulfills the requirements for specialized training covering fundamentals of water supply principles required to apply for the SWRCB D2 certification test.
Schedule Description:	This noncredit course is designed for students interested in the field of water distribution. It covers the configuration, operation and maintenance of a water distribution system, and includes the Expected Range of Knowledge (ERK) required for the State Water Resource Control Board (SWRCB) water distribution certification tests at D1 and D2 levels. Successful completion of this course fulfills the requirements for specialized training covering fundamentals of water supply principles required to apply for the SWRCB D2 certification test.
Rationale:	Many kinds of certificates are of occupational benefit to students. Workforce Preparation courses provide instruction for speaking, listening, reading, writing, mathematics, decision-making and problem-solving skills that are necessary to participate in job specific technical training (California Code Regulations, Title 5, § 55151). This noncredit course will make available to such students a practicable entry level pathway that would qualify them, upon completion, for the advanced training and count towards the requirements for an Associate Degree in Water Technology. As an illustration, this course will teach basic principles and theory in water supply and delivery operations, as well as application. This course will also permit students to remain current in the water industry and meet the needs of those already employed for upward mobility or a career upgrade.
TOP Code:	0958.00
Equate:	Course not offered at CHC.
Effective:	Fall 2020

NEW COURSE

Addition to the 2020-2021 College Catalog

Course ID:	WST 671
Course Title:	Introduction to Water Treatment
Hours:	32 - 36
Lecture:	32 - 36 contact hour(s) per semester
Prerequisite:	None
Catalog Description:	This noncredit course is designed for students interested in the field of water treatment. It includes processes required to treat source water into potable water and includes the Expected Range of Knowledge (ERK) required to pass the California State Water Resource Control Board (SWRCB) water treatment certification test at T1 level. Successful completion of this course fulfills the requirements for the specialized training covering drinking water treatment required to apply for SWRCB T2 certification test.

Schedule Description:	This noncredit course includes processes required to treat source water into potable water. It prepares students for the California State Water Resource Control Board (SWRCB) T1 certification test. Successful completion of this course fulfills the training required to apply for SWRCB T2 certification test.
Rationale:	Many kinds of certificates are of occupational benefit to students. Workforce Preparation courses provide instruction for speaking, listening, reading, writing, mathematics, decision-making and problem-solving skills that are necessary to participate in job specific technical training (California Code Regulations, Title 5, § 55151). This noncredit course will make available to such students a practicable entry level pathway that would qualify them, upon completion, for the advanced training and count towards the requirements for an Associate Degree in Water Technology. As an illustration, this course will teach basic principles and theory in water supply and delivery operations, as well as application. This course will also permit students to remain current in the water industry and meet the needs of those already employed for upward mobility or a career upgrade.
TOP Code:	0958.00
Equate:	Course not offered at CHC.
Effective:	Fall 2020

NEW COURSE

Addition to the 2020-2021 College Catalog

Course ID:	WST 681
Course Title:	Introduction to Wastewater Collections
Hours:	32 - 36
Lecture:	32 - 36 contact hour(s) per semester
Prerequisite:	None
Catalog Description:	This noncredit course is designed to train operators in the practical aspects of operating and maintaining wastewater collector systems, emphasizing safe practices and procedures. The course focuses on the knowledge, skills, and abilities required to perform the essential duties of an entry level collection system maintenance technologist and prepares students to take the California Water Environment Association (CWEA) Collection System Certification exam at Grade I.
Schedule Description:	This noncredit course focuses on the knowledge skills and abilities required to perform the essential duties of an entry level collection system maintenance technologist and prepares students to take the California Water Environment Association (CWEA) Collection System Certification exam at Grade I.
Rationale:	Many kinds of certificates are of occupational benefit to students. Workforce Preparation courses provide instruction for speaking, listening, reading, writing, mathematics, decision-making and problem-solving skills that are necessary to participate in job specific technical training (California Code Regulations, Title 5, § 55151). This noncredit course will make available to such students a practicable entry level pathway that would qualify them, upon completion, for the advanced training and count towards the requirements for an Associate Degree in Water Technology. As an illustration, this course will teach basic principles and theory in water supply and delivery operations, as well as application. This course will also permit students to remain current in the water industry and meet the needs of those already employed for upward mobility or a career upgrade.
TOP Code:	0958.00
Equate:	Course not offered at CHC.
Effective:	Fall 2020

NEW COURSE

Addition to the 2020-2021 College Catalog

Course ID:	WST 691
Course Title:	Introduction to Wastewater Treatment
Hours:	32 – 36
Lecture:	32 - 36 contact hour(s) per semester
Prerequisite:	None
Catalog Description:	This is an introductory course in wastewater treatment. This noncredit course covers material included in the State Water Resources Control Board (SWRCB) grade I certification exam.
Schedule Description:	This is an introductory course in wastewater treatment. The noncredit course covers material included in the State Water Resources Control Board (SWRCB) grade I certification exam.
Rationale:	Many kinds of certificates are of occupational benefit to students. Workforce Preparation courses provide instruction for speaking, listening, reading, writing, mathematics, decision-making and problem-solving skills that are necessary to participate in job specific technical training (California Code Regulations, Title 5, § 55151). This noncredit course will make available to such students a practicable entry level pathway that would qualify them, upon completion, for the advanced training and count towards the requirements for an Associate Degree in Water Technology. As an illustration, this course will teach basic principles and theory in water supply and delivery operations, as well as application. This course will also permit students to remain current in the water industry and meet the needs of those already employed for upward mobility or a career upgrade.
TOP Code:	0958.00
Equate:	Course not offered at CHC.
Effective:	Fall 2020

MODIFY COURSE

Changes to the 2020-2021 College Catalog

COURSE ID	COURSE TITLE
BIOL 260	HUMAN ANATOMY

Prerequisite:	MATH 095 or MATH 096
Departmental Advisory:	BIOL 100 and eligibility for ENGL 101 or ENGL 101H as determined by the SBVC assessment process.
Rationale:	Modifying course to meet requirements for AB-705
Equate:	Course not offered at CHC.
Effective:	Fall 2020

COURSE ID	COURSE TITLE
SOC 100	INTRODUCTION TO SOCIOLOGY

Departmental Advisory:	READ 015 or eligibility for READ 100 as determined by the SBVC assessment process
Rationale:	Content review and removing MATH departmental advisory.
Equate:	SOC 100 at CHC.
Effective:	Fall 2020

COURSE ID	COURSE TITLE
SOC 110	SOCIAL PROBLEMS

Departmental Advisory:	READ 015 or eligibility for READ 100 as determined by the SBVC assessment process.
Catalog Description:	This course is an examination of contemporary social issues in the United States including causes, consequences, interventions, and solutions, with an emphasis on social institutions and other topics such as crime, inequalities, substance abuse, and the role of power and ideology in the construction and definitions of social problems.
Schedule Description:	This course is an examination of contemporary social issues in the United States including causes, consequences, interventions, and solutions, with an emphasis on social institutions and other topics such as crime, inequalities, substance abuse, and the role of power and ideology in the construction and definitions of social problems.
Rationale:	Content review and removing MATH departmental advisory.
Equate:	SOC 105 at CHC.
Effective:	Fall 2020

COURSE ID	COURSE TITLE
SOC 120	HEALTH AND SOCIAL JUSTICE

Departmental Advisory:	READ 015 or eligibility for READ 100 as determined by the SBVC assessment process.
Catalog Description:	This course is an examination of health and illness in society. There is an emphasis on the social inequalities that stem from unequal living conditions, and social stratification that impact disproportionate health outcomes, health epidemics, and policy development throughout the life course. Organization of the medical system, healthcare access, public health issues, and advocacy related trends and strategies will be studied.
Schedule Description:	This course is an examination of health and illness in society. There is an emphasis on the social inequalities that stem from unequal living conditions, and social stratification that impact disproportionate health outcomes, health epidemics, and policy development throughout the life course. Organization of the medical system, healthcare access, public health issues, and advocacy related trends and strategies will be studied.
Rationale:	Content review and removing MATH departmental advisory.
Equate:	Course not offered at CHC.
Effective:	Fall 2020

COURSE ID	COURSE TITLE
SOC 130	FAMILY SOCIOLOGY

Departmental Advisory:	READ 015 or eligibility for READ 100 as determined by the SBVC assessment process.
Rationale:	Content review and removing MATH departmental advisory.
Equate:	SOC 130 at CHC.
Effective:	Fall 2020

COURSE ID	COURSE TITLE
SOC 135	INTRODUCTION TO CRIME

Departmental Advisory:	READ 015 or eligibility for READ 100 as determined by the SBVC assessment process.
Catalog Description:	This course is a sociological examination of crime, criminality, and deviance in society with a focus on types of deviant and criminal behaviors, history, and patterns in the United States. Topics include sociological theories, definition and measurement of crime, cultural values and norms related to deviance, social inequality, criminal justice system, and the laws and methods used to control crime and deviance.
Schedule Description:	This course is a sociological examination of crime, criminality, and deviance in society with a focus on types of deviant and criminal behaviors, history, and patterns in the United States. Topics include sociological theories, definition and measurement of crime, cultural values and norms related to deviance, social inequality, criminal justice system, and the laws and methods used to control crime and deviance.
Rationale:	Content review and removing MATH departmental advisory.
Equate:	Course not offered at CHC.
Effective:	Fall 2020

COURSE ID	COURSE TITLE
SOC 141	RACE AND ETHNIC RELATIONS

Departmental Advisory:	READ 015 or eligibility for READ 100 as determined by the SBVC assessment process.
Rationale:	Content review and removing MATH departmental advisory.
Equate:	SOC 141 at CHC.
Effective:	Fall 2020

COURSE ID	COURSE TITLE
SOC 145	SOCIOLOGY OF GENDER

Departmental Advisory:	READ 015 or eligibility for READ 100 as determined by the SBVC assessment process.
Catalog Description:	This course is an examination of the social construction of gender, femininity, and masculinity in the United States. Topics include historical, cross-cultural, and societal forces and change that influence gender socialization, expectations, and practices with an emphasis on social institutions and some focus on global contemporary trends.
Schedule Description:	This course is an examination of the social construction of gender, femininity, and masculinity in the United States. Topics include historical, cross-cultural, and societal forces and change that influence gender socialization, expectations, and practices with an emphasis on social institutions and some focus on global contemporary trends.
Rationale:	Content review and removing MATH departmental advisory.
Equate:	SOC 145 at CHC.
Effective:	Fall 2020

COURSE ID	COURSE TITLE
SOC 150	AGING AND THE LIFE COURSE

Departmental Advisory:	READ 015 or eligibility for READ 100 as determined by the SBVC assessment process.
Catalog Description:	This course is a sociological examination of aging and the life course with an emphasis on aging as a social process. Topics include demographic trends, historical, cross-cultural, political, and economic forces that influence the experience of aging on individuals and families throughout the lifespan, communities, and societies, with some focus on global patterns.
Schedule Description:	This course is a sociological examination of aging and the life course with an emphasis on aging as a social process. Topics include demographic trends, historical, cross-cultural, political, and economic forces that influence the experience of aging on individuals and families throughout the lifespan, communities, and societies, with some focus on global patterns.
Rationale:	Content review and removing MATH departmental advisory.
Equate:	Course not offered at CHC.
Effective:	Fall 2020

COURSE ID	COURSE TITLE
WST 062	WATER DISTRIBUTION II

Catalog Description:	This advanced level course prepares students for journeyman level system operations in the field of water distribution. The course covers the Expected Range of Knowledge (ERK) required for the California State Water Resources Control Board (SWRCB) examination at the Water Distribution Operator IV (D4) and Water Distribution Operator V (D5) levels. Successful completion of this course also fulfills the requirements for specialized training covering fundamentals of water supply principles required to apply for SWRCB Water Treatment Operator III (T3) and Water Distribution Operator IV (D4) examinations.
Schedule Description:	This advanced level course prepares students for journeyman level system covers the Expected Range of Knowledge (ERK) required for the California State Water Resources Control Board (SWRCB) exam at the Water Distribution Operator IV (D4) and Water Distribution Operator V (D5) levels. Successful completion of this course also fulfills the requirements for specialized training covering fundamentals of water supply principles required to apply for SWRCB Water Treatment Operator III (T3) and Water Distribution Operator IV (D4) examinations.
Rationale:	The Water and Wastewater Technology TOP Code has been reviewed by a special task force of educators at the State Chancellor's level to facilitate curricular portability across institutions and ensure the subject matter is in direct alignment with industry standards. The numbering scale for this course has been revised to resource the "C-ID" (course identifier) system for WST courses, certificates, and degrees.
Equate:	Course not offered at CHC.
Effective:	Fall 2020

COURSE ID	COURSE TITLE
WST 071	WATER TREATMENT I

Catalog Description: This introductory course is designed for students interested in the field of water treatment. It includes processes required to treat source water into potable water and includes the Expected Range of Knowledge (ERK) required to pass the California State Water Resource Control Board (SWRCB) examination at the Water Treatment Operator I (T1) and Water Treatment Operator I (T2) level. Successful completion of this course fulfills the requirements for the specialized training covering drinking water treatment required to apply for SWRCB T2 certification test.

Schedule Description: This introductory course is designed for students interested in the field of water treatment. It includes processes required to treat source water into potable water and includes the Expected Range of Knowledge (ERK) required to pass the California State Water Resource Control Board (SWRCB) examination at the Water Treatment Operator I (T1) and Water Treatment Operator I (T2) level. Successful completion of this course fulfills the requirements for the specialized training covering drinking water treatment required to apply for SWRCB T2 certification test.

Rationale: The Water and Wastewater Technology TOP Code has been reviewed by a special task force of educators at the State Chancellor's level to facilitate curricular portability across institutions and ensure the subject matter is in direct alignment with industry standards. The numbering scale for this course has been revised to "171" to resource the "C-ID" (course identifier) system for WST courses, certificates, and degrees.

Equate: Course not offered at CHC.

Effective: Fall 2020

COURSE ID	COURSE TITLE
WST 072	WATER TREATMENT II

Catalog Description: This advanced level course prepares students for journeyman level plant operations in the field of water treatment. The course covers the Expected Range of Knowledge (ERK) required to pass the State Water Resources Control Board (SWRCB) examination at Water Treatment Operator III (T3) and Water treatment Operator IV (T4) level. Successful completion of this course fulfills the requirements for specialized training covering fundamentals of water supply principles required to apply for SWRCB Water Treatment Operator III (T3) and Water Distribution Operator III (D3) examinations.

Schedule Description: This advanced level course prepares students for journeyman level plant operations in the field of water treatment. The course covers the Expected Range of Knowledge (ERK) required to pass the State Water Resources Control Board (SWRCB) examination at Water Treatment Operator III (T3) and Water treatment Operator IV (T4) level. Successful completion of this course fulfills the requirements for specialized training covering fundamentals of water supply principles required to apply for SWRCB Water Treatment Operator III (T3) and Water Distribution Operator III (D3) examinations.

Rationale: The Water and Wastewater Technology TOP Code has been reviewed by a special task force of educators at the State Chancellor's level to facilitate curricular portability across institutions and ensure the subject matter is in direct alignment with industry standards. The numbering scale for this course has been

revised to resource the “C-ID” (course identifier) system for WST courses, certificates, and degrees.
Equate: Course not offered at CHC.
Effective: Fall 2020

COURSE ID	COURSE TITLE
WST 091	WASTEWATER TREATMENT I

Catalog Description: An introduction to wastewater treatment, students will explore the scope, limits, and methods of wastewater treatment processes through readings, discussions, analysis, and laboratory study. This course is designed for individuals seeking employment or already employed in the wastewater field. It covers the wastewater operator's job-related knowledge identified by the SWRCB examination developers as essential for a minimally competent Grade I or Grade II Wastewater Treatment Plant Operator.

Schedule Description: This introductory course is designed for individuals seeking employment or already employed in the wastewater field. It covers the wastewater operator's job-related knowledge identified by the SWRCB examination developers as essential for a minimally competent Grade I or Grade II Wastewater Treatment Plant Operator.

Rationale: The Water and Wastewater Technology TOP Code has been reviewed by a special task force of educators at the State Chancellor's level to facilitate curricular portability across institutions and ensure the subject matter is in direct alignment with industry standards. The course has been revised to resource the “C-ID” (course identifier) system for WST courses, certificates, and degrees.

Equate: Course not offered at CHC.
Effective: Fall 2020

COURSE ID	COURSE TITLE
WST 092	WASTEWATER TREATMENT II

Catalog Description: This is an advanced course in wastewater treatment. Students will explore the scope, limits, and methods of secondary and advanced treatment, solids handling, disinfection, and the reclamation of wastewater, through readings, discussions, analysis, and laboratory study. This course is designed for individuals seeking employment or already employed in the wastewater field. It covers the wastewater operator's job-related knowledge identified by the California State Water Resources Control Board examination developers as essential for a minimally competent Wastewater Treatment Plant Operator Grade III or above.

Schedule Description: This advanced course in wastewater treatment is designed for individuals seeking employment or already employed in the wastewater field. It covers the wastewater operator's job-related knowledge identified by the California State Water Resources Control Board (SWRCB) examination developers as essential for a minimally competent Wastewater Treatment Plant Operator Grade III or above.

Rationale: The Water and Wastewater Technology TOP Code has been reviewed by a special task force of educators at the State Chancellor's level to facilitate curricular portability across institutions and ensure the subject matter is in direct alignment with industry standards. The course has been revised to resource the “C-ID” (course identifier) system for WST courses, certificates, and degrees.

Equate: Course not offered at CHC.
Effective: Fall 2020

COURSE DELETION

AUTO 028	AUTO 029	INSPEC 010B	INSPEC 011B
INSPEC 024D	INSPEC 025D	MATH 942A	MATH 942B
MATH 942C	MATH 952A	MATH 952B	MATH 952C
MATH 952D	WST 032	WST 063	WST 073
WST 093			

Rationale: Courses are no longer offered.
Effective: Fall 2019 or Fall 2020

DISTRIBUTED EDUCATION

SOC 100	SOC 110	SOC 120	SOC 130
SOC 135	SOC 141	SOC 145	SOC 150
WST 061	WST 062	WST 071	WST 072
WST 091	WST 092		

Rationale: **100% ONLINE**

One of the planning themes of San Bernardino Valley College (SBVC) is access. For career technical courses, the issue of scheduling is crucial. Students working the night shift can only take class in the morning while those working traditional day schedules can only take evening classes. Given these variables and difficult schedules, students need the flexibility of time that an online class affords. An asynchronous online class allows students to study when their schedules allow and where they have the space and materials to do so effectively. The online delivery method of these courses supports the mission of SBVC by providing access to education to a diverse community of learners who find themselves in a community with complicated lives and difficult and demanding schedules and responsibilities.

Effective: Fall 2019

NEW CERTIFICATE

BASIC WATERWORKS NONCREDIT CERTIFICATE

This noncredit Basic Waterworks Certificate is designed to prepare students with the necessary knowledge and skills to obtain entry-level employment in the water supply, delivery, and treatment operations. [Note: The Basic Waterworks Certificate is not equivalent to the "Certificate of Competency" issued by the California State Water Resources Control Board in Water Distribution or Water Treatment].

REQUIRED COURSES:

		Hours
CIT 601	Introduction to Basic Computer Skills	24 - 37
VOCED 631	Fundamentals of Business English	16 - 32
WST 601	Test Review for Water Distribution D1	8 - 16
WST 611	Test Review for Water Treatment T1	8 - 16
WST 629	Introduction to Water Supply Technology	4 - 8
WST 652	Basic Waterworks Math Test Preparation	16 - 32
WST 661	Introduction to Water Distribution	32 - 36
WST 671	Introduction to Water Treatment	32 - 36

Total Hours

140 - 213

Effective: Fall 2020

NEW CERTIFICATE

ENTREPRENEURSHIP - GENERAL CERTIFICATE

The Entrepreneurship - General certificate provides students with an understanding of small business planning, financial management, and integrated business topics on entrepreneurship and small business management. Upon completion of this program students will be able to examine small business marketing opportunities, identify innovative small business strategies, evaluate financial management decisions, and address the challenges and opportunities specific to small business management and entrepreneurship.

REQUIRED COURSES:

	Units
BUSAD 050 Business Math	3
BUSAD 103 Marketing Principles	3
BUSAD 105 Small Business Management/Entrepreneurship	3
BUSAD 106 Principles of Selling	3
BUSAD 110 Human Resource Management	3
BUSAD 120 Business Management/Leadership	3
Total Units	18

This is a Gainful Employment Program

Effective: Fall 2019

NEW CERTIFICATE

ENTREPRENEURSHIP - REAL ESTATE CERTIFICATE

This certificate is designed for students who are interested in studying to become their own real estate broker, real estate manager or work in the field of property management. The certificate program provides students with an overview of the different areas of the real estate market and will help guide the student to be an independent broker/agent, to run your own real estate practice, or property management company.

REQUIRED COURSES:

	Units
BUSAD 103 Marketing Principles	3
BUSAD 105 Small Business Management/Entrepreneurship	3
BUSAD 106 Principles of Selling	3
REALST 062 Real Estate Practice	3
REALST 063 Real Estate Loan Processing Fundamentals	3
REALST 100 Real Estate Principles	3
Total Units	18

This is a Gainful Employment Program

Effective: Fall 2019

NEW CERTIFICATE

ENTREPRENEURSHIP - TAX CERTIFICATE

This certificate is designed for students who are interested in studying taxation for their own professional practice or a venture in family business as well as for those who are interested in developing tax skills, creative thinking and innovative approaches as a career builder in working for small or large corporations. The certificate program provides students with an overview of the different areas of taxation and provides them with the skills and knowledge they need to identify and resolve many tax issues.

REQUIRED COURSES:

	Units
ACCT 010 Bookkeeping	3
ACCT 030 Federal and State Individual Income Taxation	4
ACCT 047 Computerized Accounting	3
ACCT 090 Payroll Accounting	3
BUSAD 103 Marketing Principles	3
BUSAD 105 Small Business Management/Entrepreneurship	3
BUSAD 106 Principles of Selling	3

Total Units	22
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This is a Gainful Employment Program

Effective: Fall 2019

NEW CERTIFICATE

WASTEWATER TECHNOLOGY CERTIFICATE

The noncredit Wastewater Technology Certificate is designed to prepare students with the necessary knowledge and skills to obtain entry-level employment in wastewater collections, treatment, and recycle operations. [Note: The Wastewater Technology Certificate is not equivalent to the "Certificate of Competency" issued by the California Water Environment Association (CWEA) in wastewater collection system operations or the "Certificate of Competency" issued by the State Water Resources Control Board (SWRCB) in Wastewater Treatment.] The Cooperative Work Experience course, WST 098, is highly recommended for students not currently employed in the field.

REQUIRED COURSES:

CIT 601 Introduction to Basic Computer Skills	24 - 27
VOCED 631 Fundamentals of Business English	32 - 36
WST 629 Introduction to Water Supply Technology	4 - 8
WST 625 Test Review for Wastewater Treatment Plant Operations Grades One and Two	8 - 16
WST 653 Wastewater Technology Math Test Preparation	16 - 32
WST 681 Introduction to Wastewater Collections	32 - 36
WST 691 Introduction to Wastewater Treatment	32 - 36

Total Hours	148 - 191
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Effective: Fall 2020

NEW CERTIFICATE

WATER USE SPECIALIST CERTIFICATE

This noncredit Water Use Specialist Certificate is designed to prepare students with the necessary knowledge and skills to obtain entry-level employment as a water use efficiency practitioner. [Note: The Water Use Specialist Certificate is not equivalent to the certification issued by the American Water Works Association (AWWA) in water use efficiency].

REQUIRED COURSES:

CIT 601	Introduction to Basic Computer Skills	24 - 27
VOCED 631	Fundamentals of Business English	32 - 36
WST 629	Introduction to Water Supply Technology	4 - 8
WST 631	Introduction to Water Use Efficiency	32 - 36
WST 652	Basic Waterworks Math Test Preparation	16 - 32

Total Hours	108 - 139
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Effective: Fall 2020

MODIFY CERTIFICATE

ADVANCED AUTOMOTIVE COLLISION REPAIR AND REFINISHING CERTIFICATE

This certificate is designed to prepare students for entry-level work as an auto collision repair technician and/or painter apprentice beyond the Basic Automotive Collision Repair and Refinishing Certificate and to prepare students for the Automotive Service Excellence (ASE) certification test.

REQUIRED COURSES:

	Units
AUTO 020 Non-Structural Body Repair	6
AUTO 022 Non-Structural Collision Repair	6
AUTO 024 Structural Analysis and Damage Repair	6
AUTO 026 Auto Collision Refinishing	6
AUTO 030 Mechanical Technology for the Collision Specialist	5
AUTORS 010 Basic Vehicle Restoration	4
or	
AUTOST 010 Beginning Street Rod Construction	4

Total Units	33
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This is a Gainful Employment Program

Rationale: Content review, adding AUTO 030.

Effective: Fall 2020

MODIFY CERTIFICATE**WATER SUPPLY TECHNOLOGY CERTIFICATE**

The Water Supply Technology Certificate is designed to prepare students with the necessary knowledge and skills to obtain entry-level employment in the water supply, delivery, and treatment operations. [The Water Supply Technology Certificate should not be confused with certification issued by the State Water Resources Control Board, California Water Environment Association (CWEA), or the American Water Works Association (AWWA). Certification by the State of California requires the qualified individual to: 1) pass an examination administered by the State Water Resources Control Board, California Water Environment Association (CWEA), or American Water Works Association (AWWA); 2) meet the experience and/or educational minimum requirements; 3) and, submit a certification application with the applicable fee.

REQUIRED COURSES:

CIT 031 Business English	Units 3
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or

Eligibility for ENGL 101 or ENGL 101H as determined by the SBVC assessment process	
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WST 052 Water Technology Math	3
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or

WST 053 Wastewater Technology Math	3
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or

Eligibility for MATH 096 or higher as determined by the SBVC assessment process	
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and

WST 075 Water/Wastewater Chemistry and Analysis	4
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18 units from the following Water Supply Technology Courses:

WST 031 Water Use Efficiency Practitioner I	Units 3
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WST 038 Geographic Information Systems (GIS) in Water Resources	3
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WST 045 Backflow Prevention Devices	3
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WST 048 Cross-Connection Control	3
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WST 061 Water Distribution I	3
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WST 062 Water Distribution II	3
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WST 071 Water Treatment I	3
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WST 072 Water Treatment II	3
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WST 081 Wastewater Collection I	3
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WST 082 Wastewater Collection II	3
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WST 091 Wastewater Treatment I	3
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WST 092 Wastewater Treatment II	3
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RECOMMENDED COURSES:

CIT 101 Introduction to Computer Literacy	Units 3
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WST 098 Water Supply Technology Work Experience	1 - 4
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Total Units	22 - 29
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Rationale: Content review, updating courses.

Effective: Fall 2020

MODIFY DEGREE

ADVANCED AUTOMOTIVE COLLISION REPAIR AND REFINISHING A.S. DEGREE

This degree is designed to prepare students for entry-level work as an auto collision repair technician and/or painter apprentice beyond the Basic Automotive Collision Repair and Refinishing Certificate.

To graduate with a specialization in Advanced Automotive Collision Repair and Refinishing, students must complete the following courses plus the general breadth requirements for the associate of science degree (minimum total = 60 units).

REQUIRED COURSES:		Units
AUTO 020	Non-Structural Body Repair	6
AUTO 022	Non-Structural Collision Repair	6
AUTO 024	Structural Analysis and Damage Repair	6
AUTO 026	Auto Collision Refinishing	6
AUTO 030	Mechanical Technology for the Collision Specialist	5
AUTORS 010	Basic Vehicle Restoration	4
or		
AUTOST 010	Beginning Street Rod Construction	4
Total Units		33

Rationale: Content review, adding AUTO 030.

Effective: Fall 2020

MODIFY DEGREE

SOCIOLOGY ASSOCIATE OF ARTS TRANSFER DEGREE

Sociology is both a scientific and humanistic discipline. Sociologists examine the systems of social action including single social acts, social relationships, organizations, institutions, communities, and societies. Through analyses of society, its groups, institutions, and processes, sociologists attempt to understand and predict human behavior. The study of sociology prepares students for further study of and careers in social work, probation, corrections, human services, law enforcement, research, public policy, law and education.

The Associate in Arts for Transfer (AA-T) or the Associate in Science for Transfer (AS-T) is intended for students who plan to complete a bachelor's degree in a similar major at a CSU campus. Students completing these degrees (AA-T or AS-T) are guaranteed admission to the CSU system, but not to a particular campus or major. To earn a Sociology this AA-T degree, students must meet the following requirements:

- completion of the following major requirements with grades of C or better;
- completion of 60 CSU transferable semester units with a grade point average of a least 2.0; and
- certified completion of the CSU General Education-Breadth (CSUGE) or Intersegmental General Education Transfer Curriculum (IGETC) for CSU, which requires a minimum of 39 units.

It is highly recommended that students complete courses that satisfy the U.S. History, Constitution, and American Ideals requirement as part of CSUGE or IGETC before transferring to a CSU.

Students planning to transfer to a four-year institution and major in sociology should consult with a counselor regarding the transfer process and lower division requirements.

Completion of CSU GE-Breadth or IGETC for the UC or CSU is required in addition to the major requirements listed below.

REQUIRED CORE COURSES: (10 - 11 UNITS)		Units
SOC 100	Introduction to Sociology	3
	or	
SOC 100H	Introduction to Sociology - Honors	3
	and	
SOC 110	Social Problems	3
	or	
SOC 110H	Social Problems - Honors	3
	and	
PSYCH 105	Statistics for the Behavioral Sciences	4
	or	
ECON 208	Business and Economic Statistics	4
	or	
MATH 108	Introduction to Probability and Statistics	4
LIST A: SELECT TWO COURSES (6 units)		Units
Any required core course not already used		
SOC 130	Family Sociology	3
SOC 135	Introduction to Crime	3
SOC 141	Race and Ethnic Relations	3
SOC 145	Sociology of Gender	3
LIST B: SELECT ONE COURSE (3 units minimum):		Units
Any course not used from List A:		
ANTHRO 102	Cultural Anthropology	3
	or	
ANTHRO 102H	Cultural Anthropology - Honors	3
PSYCH 100	General Psychology	3
	or	
PSYCH 100H	General Psychology - Honors	3
SOC 120	Health and Social Justice	3
SOC 150	Aging and the Life Course	3
Major Total: 19-21		Units
Total units that may be double-counted: 12		Units
CSU GE-Breadth or IGETC for CSU requirements: 37-39		Units
CSU electives (as needed to reach 60 transferable units): 3-16		Units
Total Units		60

Rationale: Content review.
Effective: Fall 2020

MODIFY DEGREE**WATER TECHNOLOGY A.S. DEGREE**

The Water Supply Technology Program is designed to serve students who are employed or interested in employment in water/wastewater occupations. The program provides technical classes in water distribution, water treatment, wastewater collection, and wastewater treatment. The courses prepare students to upgrade their skills and/or prepare them for certification examinations from the California State Water Resource Control Board, the American Water Works Association, and the California Water Environment Association. The certificate program is designed to prepare students for entry level jobs in water treatment, water distribution, and wastewater reclamation industries. The associate of science degree graduates often work in city, county, or state agencies in positions such as plant operator, engineering technician, surface water manager, environmental laboratory coordinator, and industrial pre-treatment coordinator.

To graduate with a specialization in Water Technology, students must complete the following required courses in addition to the general breadth requirements for Associate of Science degree (total = 60 units)

REQUIRED COURSES:

WST 075	Water/Wastewater Chemistry and Analysis	4
18 units from the following Water Supply Technology courses		Units
WST 031	Water Use Efficiency Practitioner I	3
WST 045	Backflow Prevention Devices	3
WST 048	Cross-Connection Control	3
WST 061	Water Distribution I	3
WST 062	Water Distribution II	3
WST 071	Water Treatment I	3
WST 072	Water Treatment II	3
WST 081	Wastewater Collection I	3
WST 082	Wastewater Collection II	3
WST 091	Wastewater Treatment I	3
WST 092	Wastewater Treatment II	3
Two courses from this list of RECOMMENDED courses		Units
CIT 101	Introduction to Computer Literacy	3
WST 034	Introduction to Water Resource Management	3
WST 038	Geographic Information Systems (GIS) in Water Resources	3
WST 036	Water Utility Management	3
Total Units		27 - 28

Rationale: Content review, updating courses
Effective: Fall 2020

CORRECTIONS

Corrections may be necessary based off of feedback from the State Chancellor's Office

COURSE CORRECTION

Course ID:	VOCED 603
Catalog Description:	This noncredit course is designed to provide students with the knowledge to increase their level of customer services and colleague relations. The topics covered will include new employee skills, workplace culture, continuing education, and work-life balance.
Schedule Description:	This noncredit course is designed to provide students with the knowledge to increase their level of customer services and colleague relations. The topics covered will include new employee skills, workplace culture, continuing education, and work-life balance.
Rationale:	Updating descriptions per Chancellor's Office recommendation to be inclusive of all students, not just new employees.
Previous Board Approval:	June 21, 2018
Effective:	Fall 2019

COURSE CORRECTION

BIOL 102	BIOL 205	BIOL 207	BIOL 270
CHEM 101	CHEM 105	CHEM 110	CIT 160
PHIL 101H	PHIL 112	PS 101	PS 112
PHYSIC 150A	PHYSIC 200	RELIG 100H	RTVF 133
RTVF 240			
Rationale:	The courses above were previously approved as having an effective date of Fall 2019, however, due to articulation, approval dates are being updated to Fall 2020.		
Previous Board Approval:	January 10, 2019 and April 11, 2019		
Effective:	Fall 2020		

CERTIFICATE CORRECTION

LIBRARY TECHNOLOGY CERTIFICATE

The Library Technology certificate trains students for careers in libraries or information management using print media as well as technology. The program is designed to prepare individuals for entry level employment in a public, school, academic, or special library or an information center.

REQUIRED COURSES:		Units
CIT 010 *	Beginning Keyboarding and Word Processing	0 - 3
ENGL 055	Children's Literature	3
	or	
ENGL 155 **	Children's Literature	3
	or	
LIB 063	Survey of Literature for Library Technicians	3
LIB 064	Introduction to Library Services	3
LIB 065	Public Services	3
LIB 066	Acquisitions	3

LIB 067	Cataloging and Classification	3
LIB 070	Library Technology and Computer Services	3
LIB 098 ***	Library Technology Work Experience	0 - 4
LIB 110	Information Literacy and Research	3
CHOOSE ONE (1) COURSE FROM THE FOLLOWING LIST:		Units
LIB 062	Care and Repair of Library Materials	1
LIB 071	Youth Services and Programs	2
LIB 073	Library Digital Archives and Resources	2
Total Units		22 - 30

* or demonstrated ability to type 30 wpm for five minutes

** or any other college-level literature course

***This requirement may be waived if the student has been employed in a library for at least one year at full-time (or equivalent)

Rationale: Updating units from 23-30 to 22-30
Previous Board Approval: December 13, 2018
Effective: Fall 2019

DEGREE CORRECTION

BIOLOGY ASSOCIATE OF SCIENCE TRANSFER DEGREE

The Associate in Science in Biology for Transfer (AS-T) is intended for students who plan to transfer and complete a Bachelor's degree in Biology, or a similar major at a CSU campus. It serves the diverse needs of students who wish to obtain a broad and an in-depth understanding of the field. The Biology Department offers comprehensive and integrative studies in each of the introductory courses of Biology. Courses in Biology prepare students interested in careers in cell biology, genetics, physiology, developmental biology, biotechnology, zoology, botany, microbiology, evolution, ecology, behavior, environmental studies, and the health sciences. The objective of this degree is to delineate a successful career path for our community college students entering the Biology program and to provide opportunities that explore the Biology major. Upon successful completion of the AS-T in Biology, students may be able to enter majors for any of these Biology subfields. Students should consult with a counselor to determine whether this degree is the best option for their transfer goals.

The Associate in Arts for Transfer (AA-T) or the Associate in Science for Transfer (AS-T) is intended for students who plan to complete a bachelor's degree in a similar major at a CSU campus. Students completing these degrees (AA-T or AS-T) are guaranteed admission to the CSU system, but not to a particular campus or major.

To earn a Biology AS-T degree, students must meet the following requirements:

- completion of the following major requirements with grades of C or better;
- completion of 60 CSU transferable semester units with a grade point average of at least 2.0; and
- certified completion of the CSU General Education-Breadth (CSUGE) for STEM or Intersegmental General Education Transfer Curriculum (IGETC-CSU) for STEM which requires a minimum of 31-33 units.

It is highly recommended that students complete courses that satisfy the U.S. History, Constitution, and American Ideals requirement as part of CSUGE or IGETC before transferring to a CSU.

Students planning to transfer to a four-year institution and major in Biology should consult with a STEM counselor or general counselor regarding the transfer process and lower division requirements. Completion of CSU GE-Breadth for STEM or (IGETC-CSU) for STEM is required in addition to the major requirements.

REQUIRED CORE COURSES:

BIOL 205	Cell and Molecular Biology	Units
BIOL 206	Organismal Biology	4
BIOL 207	Evolutionary Ecology	4

LIST A:

CHEM 150	General Chemistry I	Units
	or	5
CHEM 150H	General Chemistry I - Honors	5
	and	
CHEM 151	General Chemistry II	5
	or	
CHEM 151H	General Chemistry II - Honors	5
	and	
MATH 250	Single Variable Calculus I	4
PHYSIC 151	General Physics for the Life Sciences I	4
PHYSIC 152	General Physics for the Life Sciences II	4

Major Total: **36**

Total Double-Count Units: **9-10**

General Education (CSU-GE or IGETC for STEM) Unit: **31-33**

CSU electives (as needed to reach 60 transferrable units): **0-3**

Total Units **60**

Rationale: Degree was originally approved June 8, 2017, but changes to the TMC require updates to the degree narrative.

Previous Board Approval: June 8, 2017

Effective: Fall 2019

DEGREE CORRECTION
ENGLISH ASSOCIATE OF ARTS FOR TRANSFER DEGREE

English is the study and production of writing in English, especially literature. The elements and structures of fiction, poetry, drama and the essay are studied. The ethnic, cultural, social, economic and historical foundations of literary works are analyzed as well as their influences on the creation and reception of those works. Finally, there is a strong emphasis in writing for a variety of purposes, audiences, and effects. The study of English prepares a student for further study in Literature, Creative Writing, Journalism and other closely related fields. In addition, the skills and abilities cultivated by the study of English are excellent preparation for any field which requires wide literacy and solid writing ability, including teaching/education, advertising, law, public relations, and work in the media.

Students planning to transfer to a four-year institution and major in English (or associated disciplines such as Comparative Literature, Journalism or Creative Writing) should consult with a counselor regarding the transfer process and lower division requirements because additional courses may be required at some institutions or they may require you to take specific courses. In addition, the department recommends that students take at least 2 semesters of a foreign language as many 4-year institutions have foreign language requirements for their BA in English.

Completion of CSU GE-Breadth or IGETC for CSU is required in addition to the major requirements listed below.

The Student Transfer Achievement Reform Act (Senate Bill 1440, now codified in California Education Code sections 66746-66749) guarantees admission to a California State University (CSU) campus for any community college student who completes an “associate degree for transfer”, a newly established variation of the associate degrees traditionally offered at a California community college. The Associate in Arts for Transfer (AA-T) or the Associate in Science for Transfer (AS-T) is intended for students who plan to complete a bachelor's degree in a similar major at a CSU campus. Students completing these degrees (AA-T or AS-T) are guaranteed admission to the CSU system, but not to a particular campus or major. In order to earn one of these degrees, students must complete a minimum of 60 required semester units of CSU-transferable coursework with a minimum GPA of 2.0. Students transferring to a CSU campus that does accept the AA-T or AS-T will be required to complete no more than 60 units after transfer to earn a bachelor's degree (unless the major is a designated “high-unit” major). This degree may not be the best option for students intending to transfer to a particular CSU campus or to university or college that is not part of the CSU system. Students should consult with a counselor when planning to complete the degree for more information on university admission and transfer requirements.

To earn this AA-T degree, students must meet the following requirements:

- completion of the following major requirements with grades of C or better
- completion of a minimum of 60 CSU transferable semester units with a grade point average of at least 2.0; and
- certified completion of the CSU General Education Breadth requirements (CSU GE), which requires a minimum of 39 units. Completing courses prior to transfer that satisfy the U.S. History, Constitution and American Ideals requirement as part of CSU GE is highly recommended.

Students planning to transfer to a four-year institution and major in English should consult with a counselor regarding the transfer process and lower division requirements.

REQUIRED CORE COURSES (7 units required)

ENGL 102	Intermediate Composition and Critical Thinking	4
or		
ENGL 102H	Intermediate Composition and Critical Thinking - Honors	4
ENGL 151*	Freshman Composition and Literature	3
or		
ENGL 151H	Freshman Composition and Literature-Honors	3

LIST A Choose 2 courses (minimum 6 units)

Note that the 270/271 sequence is required by CSU San Bernardino for those transferring as English majors.

ENGL 260	American Literature to Mid 19th Century	3
ENGL 261	American Literature from 1865 to Present	3
ENGL 270	English Literature: Middle Ages to 18th Century	3
or		
ENGL 270H	English Literature: Middle Ages to 18th Century-Honors	3
ENGL 271	English Literature: 18th Century to Present	3
or		
ENGL 271H	English Literature: 18th Century to Present-Honors	3
ENGL 280**	World Literature: To 17th Century	3
ENGL 281**	World Literature: 17th Century to Present	3

LIST B: Choose one course (minimum 3 units)

Any courses from List A not used above, or the following course:

Units

ENGL 163	Chicano Literature	3
ENGL 165	African-American Literature	3
ENGL 232	Creative Writing	3

LIST C: Choose one course (minimum 3 units)

Any courses from Lists A or B not used above, or one of the following courses:

ANTHRO 125	Language and Culture	3
ENGL 122	Journalism Production: Introduction	3
ENGL 123	Journalism Production: Intermediate	3
ENGL 125	Literary Magazine Production	3
ENGL 140	Exploring the World of Science Fiction	3
ENGL 141	Mystery and Detective Fiction	3
ENGL 153	Literature and Film	3
ENGL 155	Children's Literature	3
ENGL 161	Women Writers	3
ENGL 175	The Literature and Religion of the Bible	3

or

RELIG 175	The Literature and Religion of the Bible	3
ENGL 275	Shakespeare	3

Total Units for the Major: **19**

General Education (CSU-GE or IGETC) Units: **37-39**

Elective (CSU Transferable) Units: **8-13**

Total Units **60**

Rationale: Degree was originally approved June 21, 2018, but upon submission to the State Chancellor's Office it was noted that courses were not in alignment with the TMC.

Previous Board Approval: June 21, 2018

Effective: Fall 2019

DEGREE CORRECTION

FILM A.A. DEGREE

The Associates of Art degree in Film is designed to prepare students for entry-level jobs in the Film industry in a variety of areas including narrative, documentary production, writing, preproduction, and editing.

Required (Core) Course: **Units**

FTVM 101 Introduction to Electronic Media 3

or

COMMST 135 Mass Media and Society 3

Required Courses: Film Concentration **Units**

FTVM 102 Introduction to Media Aesthetics and Cinematic Arts 3

FTVM 121 Media Writing 3

FTVM 114 Introduction to Digital Video Editing 3

FTVM 235 Cinema Production 3

Additionally, choose two (2) from the following: **Units**

FTVM 098 Media Arts Work Experience 1 - 4

FTVM 131	Lighting and Cinematography	3
FTVM 132	Commercial Video Production	3
FTVM 122	Acting and Directing for Television and Film	3
Total Units		21

Rationale: Degree was previously approved for Fall 2019 effective date, but due to articulation of the courses will not be effective until Fall 2020.

Previous Board Approval: April 11, 2019

Effective: Fall 2020

DEGREE CORRECTION

INFORMATION SYSTEMS AND TECHNOLOGY A.S. DEGREE

To graduate with a specialization in Information Systems and Technology students must complete the following required courses plus the general breadth requirements for the Associate Degree (minimum 60 semester units). The A.S. Degree in Information Systems and Technology is designed to prepare students who wish to pursue a Bachelor Degree from a four-year institution.

REQUIRED COURSES:		Units
ECON 208	Business and Economic Statistics	4
or		
MATH 108	Introduction to Probability and Statistics	4
BUSAD 210	Business Law	3
CIT 101	Introduction to Computer Literacy	3
CIT 116	Database Management: Access	3
CIT 140	Introduction to Systems Analysis and Design	3
CIT 160	Introduction to Information Systems Security	3
CIT 215	Database Management Systems	3
CIT 232	Computer Network Fundamentals	3
CS 120	Introduction to Visual Basic.NET	4
MATH 102	College Algebra	4
or		
MATH 151	Precalculus	4
RECOMMENDED COURSES:		Units
CS 215	Programming with Java	4
CS 077	Introduction to C-Sharp	4
Total Units		33

Rationale: Degree was previously approved for Fall 2020 effective date, but can now be offered Fall 2019 after being endorsed by the Consortia.

Previous Board Approval: April 11, 2019

Effective: Fall 2019

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Diana Rodriguez, President, SBVC
Dr. Kevin Horan, President, CHC
Kristina Hannon, Executive Director, Human Resources

DATE: May 16, 2019

SUBJECT: Consideration of Approval of Adjunct and Substitute Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the employment of adjunct and substitute academic employees as indicated on the attached list.

OVERVIEW

Part-time academic employees selected from the established pool are offered individual contracts on a semester-by-semester basis. Adjunct employees not assigned will remain in the pool for future consideration during the 2018-19 academic year.

ANALYSIS

All requirements for employment processing have been completed and Human Resources has cleared the individual(s) for employment.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost for employment of adjunct and substitute academic employees is included in the appropriate budgets.



Adjunct and Substitute Academic Employees

Submitted for Board Approval May 16, 2019

[v.4.30.2019.p.1|1]

Crafton Hills College

Course Subject		Discipline per Minimum Qualifications
Snowwhite, Mark	English	English

San Bernardino Valley College

Course Subject		Discipline per Minimum Qualifications
Gomez, Laura	Adjunct Counselor	Adjunct Counselor
Vansell, Melanie H.	History	History
Mujumdar, Pooja	Pharmacy Technology	Pharmacy Technology

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Dr. Kevin Horan, President, CHC
Diana Rodriguez, President, SBVC
Kristina Hannon, Executive Director, Human Resources

DATE: May 16, 2019

SUBJECT: Consideration of Approval of Contracts for Tenure Track Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve tenure track contracts for academic employees as indicated on the attached.

OVERVIEW

The Board of Trustees regularly grants one-year contracts to first year contract employees and two-year contracts to second year faculty per AB-1725.

ANALYSIS

The employees on the attached list have been recommended by their division chair/manager to enter into one-year and two-year contracts.

INSTITUTIONAL VALUES

I. Institutional Effectiveness

FINANCIAL IMPLICATIONS

The cost of these contracts will be included in the appropriate budgets.



Contracts for Tenure Track Academic Employees

Submitted for Board Approval May 16, 2019

[v.4.26.2019.p.1|1]

Two-Year Probationary Contract for Years Three & Four

The following second-year contract employees have been recommended to enter into a two-year probationary contract for years three and four (2nd to 4th).

Division	
Estrada, Laura	SBVC Student Services

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Dr. Kevin Horan, President, CHC
Diana Rodriguez, President, SBVC
Kristina Hannon, Executive Director, Human Resources
DATE: May 16, 2019
SUBJECT: Consideration of Approval to Pay Faculty Chair Stipends

RECOMMENDATION

It is recommended that the Board of Trustees approve payment of stipends per the attached list.

OVERVIEW

Stipends are based on the appropriate bargaining unit agreements.

ANALYSIS

The stipends listed on the attached are submitted for approval.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The payment of stipends is included in the appropriate budgets.



Payment of Faculty Chair Stipends

Submitted for Board Approval May 16, 2019

[v.4.30.2019.p.1|1]

Faculty Chairs – Academic Year 2018-19

Site & Department		Stipend
Aguilar-Kitibutr, Ailsa Dr.	SBVC Counseling Department	\$1,560

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Diana Rodriguez, President, SBVC
Dr. Kevin Horan, President, CHC
Kristina Hannon, Executive Director, Human Resources

DATE: May 16, 2019

SUBJECT: Consideration of Approval of Non-Instructional Pay for Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve non-instructional pay for academic employees as indicated on the attached.

OVERVIEW

Non-instructional pay, at a rate of \$52.00 per hour beginning July 1, 2018, is requested on a periodic basis to assist departments with various research, projects, committee work, or events on campus or in the community.

ANALYSIS

Approval of non-instructional pay for academic employees per the attached list is being submitted for approval.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost of the non-instructional pay is included in the appropriate budget.



Non-Instructional Pay for Academic Employees

Submitted for Board Approval May 16, 2019

[v.4.29.2019.p.1|7]

Crafton Hills College

	Not to Exceed				Project
	From	To	Hours	Amount	
Barrie, Trinette Student Success & Support Program (SSSP)	5/17/19	6/30/19	60.0	\$3,120.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services due to increase of students for Promise Program.
Bogh, Debbie Student Success & Support Program (SSSP)	1/11/19	6/30/19	100.0	\$5,200.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling. <i>Ratification: Additional support is needed for increase of students due to college promise. Board approved on 01/10/19 for 20 hours. Increasing hours by 80, not to exceed 100 hours.</i>
Cervantez, Jeff Presidents Office General Fund	5/23/19	5/23/19	9.6	\$499.20	Commencement Speaker
Cummings, Lou'Rie Student Success & Support Program (SSSP)	5/28/19	6/30/19	117.5	\$6,110.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling.
Fry, Maureen DSPS Categorical Fund	5/28/19	6/30/19	60.0	\$3,120.00	DSPS Counselor, meet with disabled students for Educational Plan, LD testing, accommodations, etc.
Fyfe, Brooke Student Success & Support Program (SSSP)	5/28/19	6/30/19	117.5	\$6,110.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling.



Non-Instructional Pay for Academic Employees

Submitted for Board Approval May 16, 2019

[v.4.29.2019.p.2]7]

Crafton Hills College

	Not to Exceed				Project
	From	To	Hours	Amount	
Garcia, Claudia Student Success & Support Program (SSSP)	5/28/19	6/30/19	117.5	\$6,110.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling.
Grabow, James Student Success & Support Program (SSSP)	1/11/19	6/30/19	100.0	\$5,200.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling. <i>Ratification: Additional support is needed for increase of students due to college promise. Board approved on 01/10/19 for 20 hours. Increasing hours by 80, not to exceed 100 hours.</i>
Hidalgo, Joshua Tutoring General Funds	6/3/19	8/8/19	230.0	\$11,960.00	Developing Math Tutoring Curriculum
Hoehn, Marisela Student Success & Support Program (SSSP)	5/28/19	6/30/19	117.5	\$6,110.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling.
Hogan, Ryan Student Success & Support Program (SSSP)	5/28/19	6/30/19	117.5	\$6,110.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling



Non-Instructional Pay for Academic Employees

Submitted for Board Approval May 16, 2019

[v.4.29.2019.p.3|7]

Crafton Hills College

	Not to Exceed				Project
	From	To	Hours	Amount	
McAtee, Robert Student Success & Support Program (SSSP)	1/11/19	6/30/19	100.0	\$5,200.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling. <i>Ratification: Additional support is needed for increase of students due to college promise. Board approved on 01/10/19 for 20 hours. Increasing hours by 80, not to exceed 100 hours.</i>
McCool, Karol Library General Funds	6/3/19	8/8/19	230.0	\$11,960.00	Adjunct Librarian
Mills, Lisa Student Success & Support Program (SSSP)	5/28/19	6/30/19	117.5	\$6,110.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling.
Moreno, Mariana Student Success & Support Program (SSSP)	5/17/19	6/30/19	60.0	\$3,120.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services due to increase of students for Promise Program.
Myers-Hyatt, Diana Library General Funds	6/3/19	8/8/19	230.0	\$11,960.00	Adjunct Librarian
O'Shaughnessy, Vonda DSPS Categorical Fund	5/28/19	6/30/19	130.0	\$6,760.00	Learning Disability Specialist, provide additional support and resources for disabled students.
Pennington, Annie Library General Funds	6/3/19	8/8/19	230.0	\$11,960.00	Adjunct Librarian



Non-Instructional Pay for Academic Employees

Submitted for Board Approval May 16, 2019

[v.4.29.2019.p.4|7]

Crafton Hills College

	Not to Exceed				Project
	From	To	Hours	Amount	
Quintanar, Britnee Student Success & Support Program (SSSP)	5/28/19	6/30/19	117.5	\$6,110.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling.
Rivera, Ernesto Student Success & Support Program (SSSP)	1/11/19	6/30/19	100.0	\$5,200.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling. <i>Ratification: Additional support is needed for increase of students due to college promise. Board approved on 01/10/19 for 20 hours. Increasing hours by 80, not to exceed 100 hours.</i>
Scott, Shella Student Success & Support Program (SSSP)	5/28/19	6/30/19	117.5	\$6,110.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling.
Shum, Cynthia Student Success & Support Program (SSSP)	5/28/19	6/30/19	117.5	\$6,110.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling.
Snowwhite, Mark Guided Pathways	4/9/19	5/24/19	21.0	\$1,092.00	Corequisite English Training <i>The Instructor was recently hired as a substitute.</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval May 16, 2019

[v.4.29.2019.p.5]7]

Crafton Hills College

	Not to Exceed				Project
	From	To	Hours	Amount	
Sternard, Evan Student Success & Support Program (SSSP)	1/11/19	6/30/19	40.0	\$2,080.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling. <i>Ratification: Additional support is needed for increase of students due to college promise. Board approved on 01/10/19 for 20 hours. Increasing hours by 80, not to exceed 100 hours.</i>
Vasquez, Violeta Student Success & Support Program (SSSP)	1/11/19	6/30/19	100.0	\$5,200.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling. <i>Ratification: Additional support is needed for increase of students due to college promise. Board approved on 01/10/19 for 20 hours. Increasing hours by 80, not to exceed 100 hours.</i>
Wilson, Debbie Student Success & Support Program (SSSP)	5/28/19	6/30/19	117.5	\$6,110.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling.
Xayaphanthong, Soutsakhone Student Success & Support Program (SSSP)	1/11/19	6/30/19	200.0	\$10,400.00	Adjunct Counselor, provide counseling, educational plan development and other counseling services in counseling. <i>Ratification: Additional support is needed for increase of students due to college promise. Board approved on 01/10/19 for 20 hours, Increasing hours by 180, not to exceed 200 hours.</i>



Non-Instructional Pay for Academic Employees

Submitted for Board Approval May 16, 2019

[v.4.29.2019.p.6]7]

San Bernardino Valley College

	Not to Exceed				Project
	From	To	Hours	Amount	
Doucette, Eric Academic Success & Learning Services General Fund	5/17/19	6/30/19	3.0	\$156.00	Vocational Education - Workforce Readiness
Kelly, Charles Academic Success & Learning Services General Fund	5/17/19	6/30/19	3.0	\$156.00	Vocational Education - Workforce Readiness
Lozano, Damian Academic Success & Learning Services General Fund	5/17/19	6/30/19	3.0	\$156.00	Vocational Education - Workforce Readiness
Raine, Scott Academic Success & Learning Services General Fund	5/17/19	6/30/19	3.0	\$156.00	Vocational Education - Workforce Readiness
Stolp, Daniel Academic Success & Learning Services General Fund	5/17/19	6/30/19	3.0	\$156.00	Vocational Education - Workforce Readiness
Strode, Rebecca Academic Success & Learning Services General Fund	5/17/19	6/30/19	3.0	\$156.00	Vocational Education - Workforce Readiness
Syphengpheth, Kamphoune Arts & Lectures General Fund	6/6/19	6/6/19	6.0	\$312.00	Leading Paint and Sip event



Non-Instructional Pay for Academic Employees

Submitted for Board Approval May 16, 2019

[v.4.29.2019.p.7|7]

District Support Services

	From	To	Not to Exceed		Project
			Hours	Amount	
Hamdy, Rania Human Resources EEO Fund	5/28/19	8/15/19	100.0	\$5,200.00	Onboarding and Equal Employment Opportunities

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: May 16, 2019
SUBJECT: Consideration of Approval of Salary Advancement for Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the advancement of salary for academic employees as indicated on the attached list.

OVERVIEW

The advancement of salary for academic employees on the attached list is submitted for approval.

ANALYSIS

The academic employees listed on the attached have completed the number of units necessary for classification advancement per the agreement between SBCCD and SBCCD and the San Bernardino Community College District Teachers Association.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost of these salary advancements is included in the appropriate budgets.



Salary Advancement for Academic Employees

Submitted for Board Approval on May 16, 2019

	From Column/ Step	To Column/ Step	Amount	Days of Service	Effective Date
Sheahan, Michael Instructor, Respiratory Therapist CHC Respiratory Therapy	H17	I18	\$627.14 per diem	221	7/1/19
Jones, Patricia Counselor SBVC Counseling	E22	F23	\$609.36 per diem	200	7/1/19

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Kristina Hannon, Executive Director, Human Resources

DATE: May 16, 2019

SUBJECT: Consideration of Ratification of Tentative Agreement with the CTA

RECOMMENDATION

It is recommended that the Board of Trustees ratify the Tentative Agreement between the SBCCD and the San Bernardino Community College District Teachers Association (CTA) regarding Article 10. Wages.

OVERVIEW

Tentative Agreement was reached as indicated on the attached documents.

ANALYSIS

The attached is based on negotiations between SBCCD and the CTA. It is subject to ratification by the governing boards of both bodies.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

The cost of CTA salaries and benefits are to be covered in the appropriate budgets.

TENTATIVE AGREEMENT
BY AND BETWEEN
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AND
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

Article 10 Wages
March 22, 2019

Whereas: The District and the Association have agreed in the Compensation Plan, Appendix A-1, The District and the SBCCDTA (CTA/NEA) agree to the following plan for making its full-time and part-time faculty salary schedules more competitive; and

Whereas: The approved state budget has allocated \$677,937 to SBCCD for additional full-time faculty and the need for a competitive compensation is necessary for the recruitment of new faculty; and

Whereas: As established in the current Collective Bargaining Agreement the District has agreed that it will continue efforts to move the full-time faculty salary schedule to the median salary; and

Whereas: The District has reserves of approximately \$25,000,000 in June 2018; and

Whereas: There is potential investment interest from the sale of the KVCR bandwidth in 2017;

IT IS THEREFORE AGREED THAT:

Effective July 1, 2019

A. Compensation

1. The proposed full-time salary schedules of bargaining unit members shall replace the salary schedule in Appendix A-1a. All current full-time faculty shall maintain their existing step number through June 30, 2019 and shall increase from that step number on July 1, 2019 following the regular annual step increase. Faculty currently on step 22 through 24 shall be placed at the highest step of the proposed salary schedule.

Effective July 1, 2019 the full-time salary schedule shall be as attached.

2. The proposed hourly compensation schedule shall replace the current compensation schedule in Appendix A-2a and will be inclusive of office hours and the assessment and documentation of SLO/SAO/PLO work outlined in E 2-3.

The Compensation Schedule for part-time bargaining unit members (instructional, non-instructional and substitute) as well as overload shall be as follows:

Effective July 1, 2019

PT Hourly and FT Overload Rates			
Assignment	Rate		
FT/PT Non-Teaching Agreements PT Professional Development	\$52		
Non-Instructional Faculty	Group 1	Group 2	Group 3
Based on Requirements on Placement Guidelines	C	D-H	I
Step 1	\$52	\$54	\$56
Step 2	\$54	\$56	\$58
Step 3	\$56	\$58	\$60
Instructional Faculty (Lab/Lecture/Clinical)	Group 1	Group 2	Group 3
Based on Requirements on Placement Guidelines	C	D-H	I
Step 1	\$66	\$68	\$70
Step 2	\$68	\$70	\$72
Step 3	\$70	\$72	\$74

Faculty in all groups shall be required to maintain at least one class for two consecutive semesters at SBCCD before moving to Step 2, and for four consecutive semesters before moving to Step 3.

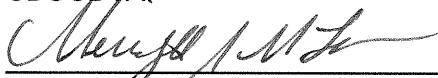
If class is cancelled, the part-time bargaining unit members shall be paid a maximum of four (4) hours or for the first class meeting, whichever is less. If the lecture and lab occur on the same day, bargaining unit members shall be paid a maximum of four (4) hours for the lecture and a maximum of four (4) hours for the lab or for the first class meeting of each, whichever is less. Short-term and/or intensive classes will be pro-rated according to the schedule below:

Total Semester Hours	Hours of Compensation
16 or less	1
17 – 32	2
33 – 48	3
49 or more	4

All other sections of Article 10 not included in this tentative agreement (TA) shall remain the status quo.

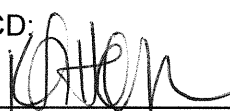
The Association and the District agree to sunshine Article 10: Wages in the Fall of 2020 for fiscal year 2021-22.

SBCCDTA:



Meridyth McLaren, SBCCDTA President

SBCCD:



Kristina Hannon, Director, Human Resources

Column	C	D	E	F	G	H	I	Step
Step	Rate	Rate	Rate	Rate	Rate	Rate	Rate	
1	66,515.08	68,843.11	71,252.62	73,746.46	76,327.58	78,999.05	81,764.02	1
200 day	75,158.00	77,788.00	80,512.00	83,330.00	86,246.00	89,264.00	92,388.00	
221 day	83,049.59	85,955.74	88,965.76	92,079.65	95,301.83	98,636.72	102,088.74	
								1.035
2	68,843.11	71,252.62	73,746.46	76,327.58	78,999.05	81,764.02	84,625.76	2
200 day	77,788.00	80,512.00	83,330.00	86,246.00	89,264.00	92,388.00	95,622.00	
221 day	85,955.74	88,965.76	92,079.65	95,301.83	98,636.72	102,088.74	105,662.31	
								1.035
3	71,252.62	73,746.46	76,327.58	78,999.05	81,764.02	84,625.76	87,587.66	3
200 day	80,512.00	83,330.00	86,246.00	89,264.00	92,388.00	95,622.00	98,970.00	
221 day	88,965.76	92,079.65	95,301.83	98,636.72	102,088.74	105,662.31	109,361.85	
								1.035
4	73,746.46	76,327.58	78,999.05	81,764.02	84,625.76	87,587.66	90,653.23	4
200 day	83,330.00	86,246.00	89,264.00	92,388.00	95,622.00	98,970.00	102,434.00	
221 day	92,079.65	95,301.83	98,636.72	102,088.74	105,662.31	109,361.85	113,189.57	
								1.035
5	76,327.58	78,999.05	81,764.02	84,625.76	87,587.66	90,653.23	93,826.09	5
200 day	86,246.00	89,264.00	92,388.00	95,622.00	98,970.00	102,434.00	106,018.00	
221 day	95,301.83	98,636.72	102,088.74	105,662.31	109,361.85	113,189.57	117,149.89	
								1.025
6	78,235.77	80,974.03	83,808.12	86,741.40	89,777.35	92,919.56	96,171.74	6
200 day	88,402.00	91,496.00	94,698.00	98,012.00	101,444.00	104,994.00	108,668.00	
221 day	97,684.21	101,103.08	104,641.29	108,303.26	112,095.62	116,018.37	120,078.14	
								1.025
7	80,191.67	82,998.38	85,903.32	88,909.94	92,021.78	95,242.55	98,576.04	7
200 day	90,612.00	93,784.00	97,066.00	100,464.00	103,980.00	107,618.00	111,386.00	
221 day	100,126.26	103,631.32	107,257.93	111,012.72	114,897.90	118,917.89	123,081.53	
								1.025
8	82,196.46	85,073.34	88,050.90	91,132.68	94,322.33	97,623.61	101,040.44	8
200 day	92,878.00	96,128.00	99,492.00	102,974.00	106,578.00	110,310.00	114,170.00	
221 day	102,630.19	106,221.44	109,938.66	113,786.27	117,768.69	121,892.55	126,157.85	
								1.025
9	84,251.37	87,200.17	90,252.18	93,411.00	96,680.39	100,064.20	103,566.45	9
200 day	95,200.00	98,532.00	101,980.00	105,550.00	109,244.00	113,066.00	117,024.00	
221 day	105,196.00	108,877.86	112,687.90	116,632.75	120,714.62	124,937.93	129,311.52	
								1.025
10	86,357.66	89,380.17	92,508.48	95,746.28	99,097.40	102,565.80	106,155.61	10
200 day	97,580.00	100,994.00	104,530.00	108,188.00	111,974.00	115,894.00	119,950.00	
221 day	107,825.90	111,598.37	115,505.65	119,547.74	123,731.27	128,062.87	132,544.75	
								1.015
11	87,653.02	90,720.88	93,896.11	97,182.47	100,583.86	104,104.29	107,747.94	11
200 day	99,042.00	102,510.00	106,098.00	109,810.00	113,654.00	117,632.00	121,750.00	
221 day	109,441.41	113,273.55	117,238.29	121,340.05	125,587.67	129,983.36	134,533.75	
								1.015
12	88,967.82	92,081.69	95,304.55	98,640.21	102,092.61	105,665.86	109,364.16	12
200 day	100,528.00	104,048.00	107,688.00	111,458.00	115,358.00	119,396.00	123,576.00	
221 day	111,083.44	114,973.04	118,995.24	123,161.09	127,470.59	131,932.58	136,551.48	
								1.015
13	90,302.33	93,462.91	96,734.12	100,119.81	103,624.00	107,250.84	111,004.62	13
200 day	102,036.00	105,608.00	109,304.00	113,130.00	117,090.00	121,188.00	125,428.00	
221 day	112,749.78	116,696.84	120,780.92	125,008.65	129,384.45	133,912.74	138,597.94	
								1.015
14	91,656.87	94,864.86	98,185.13	101,621.61	105,178.36	108,859.61	112,669.69	14
200 day	103,568.00	107,192.00	110,944.00	114,826.00	118,846.00	123,006.00	127,310.00	
221 day	114,442.64	118,447.16	122,593.12	126,882.73	131,324.83	135,921.63	140,677.55	
								1.015
15	93,031.72	96,287.83	99,657.91	103,145.93	106,756.04	110,492.50	114,359.74	15
200 day	105,120.00	108,800.00	112,608.00	116,550.00	120,628.00	124,850.00	129,220.00	
221 day	116,157.60	120,224.00	124,431.84	128,787.75	133,293.94	137,959.25	142,788.10	
								1.015
16	94,427.20	97,732.15	101,152.77	104,693.12	108,357.38	112,149.89	116,075.13	16
200 day	106,698.00	110,432.00	114,296.00	118,298.00	122,438.00	126,724.00	131,158.00	
221 day	117,901.29	122,027.36	126,297.08	130,719.29	135,293.99	140,030.02	144,929.59	
								1.015
17	95,843.60	99,198.13	102,670.07	106,263.52	109,982.74	113,832.14	117,816.26	17
200 day	108,298.00	112,088.00	116,012.00	120,072.00	124,274.00	128,624.00	133,126.00	
221 day	119,669.29	123,857.24	128,193.26	132,679.56	137,322.77	142,129.52	147,104.23	
								1.015
18	97,281.26	100,686.10	104,210.12	107,857.47	111,632.48	115,539.62	119,583.51	18
200 day	109,922.00	113,770.00	117,752.00	121,872.00	126,138.00	130,554.00	135,122.00	
221 day	121,463.81	125,715.85	130,115.96	134,668.56	139,382.49	144,262.17	149,309.81	
								1.015
19	98,740.48	102,196.39	105,773.27	109,475.33	113,306.97	117,272.71	121,377.26	19
200 day	111,572.00	115,476.00	119,518.00	123,700.00	128,030.00	132,512.00	137,150.00	
221 day	123,287.06	127,600.98	132,067.39	136,688.50	141,473.15	146,425.76	151,550.75	
								1.015
20	100,221.58	103,729.34	107,359.87	111,117.46	115,006.57	119,031.80	123,197.92	20
200 day	113,244.00	117,208.00	121,310.00	125,556.00	129,950.00	134,500.00	139,206.00	
221 day	125,134.62	129,514.84	134,047.55	138,739.38	143,594.75	148,622.50	153,822.63	
								1.015
21	101,724.91	105,285.28	108,970.27	112,784.22	116,731.67	120,817.28	125,045.89	21
200 day	114,944.00	118,966.00	123,130.00	127,440.00	131,900.00	136,516.00	141,294.00	
221 day	127,013.12	131,457.43	136,058.65	140,821.20	145,749.50	150,850.18	156,129.87	

Accepted
 Accepted
 22 Mar 2019
 3-72-17

Per diem rate shall be calculated as annual salary divided by 175 days, beginning July 1, 2020, if Tentative Agreement for Article 13, Workload is ratified.
 This shall be the new per diem rate used to calculate annual salary for faculty authorized to work 198 or 219 service days (new per diem rate times 198 or 219 service days).

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Kristina Hannon, Executive Director, Human Resources

DATE: May 16, 2019

SUBJECT: Consideration of Ratification of Tentative Agreements with the CSEA

RECOMMENDATION

It is recommended that the Board of Trustees ratify the Tentative Agreements between the SBCCD and the California School Employees Association and its SBCCD Chapter 291 (CSEA) regarding:

- Article 7.1 Rate of Pay,
- Article 7.3.4 Staff Development/Professional Growth Stipend, and
- Article 10 Health & Welfare Benefits.

OVERVIEW

Tentative Agreements have been reached as indicated on the attached documents.

ANALYSIS

The attached is based on negotiations between SBCCD and the CSEA and is subject to ratification by the governing boards of both bodies.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

The cost of CSEA salaries and benefits are to become part of the appropriate budgets.

TENTATIVE AGREEMENT
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291
March 20, 2019

Terms and Conditions: This Tentative Agreement is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

Article 7: PAY AND ALLOWANCES

7.1 RATE OF PAY. District will increase the Classified Salary Schedule approved by the Governing Board as follows:

1. The parties agree that the 2018-2019 CSEA Bargaining Unit Salary Schedule shall reflect the following:
Effective July 1, 2018, the current five (5) step salary schedule (A through E) will be increased by three (3) percent.

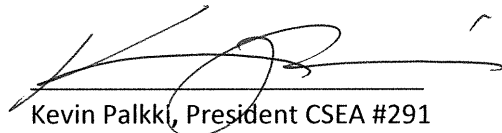
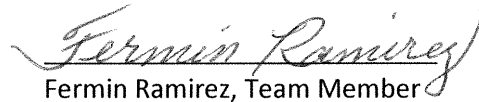
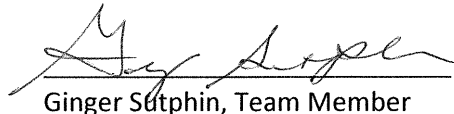
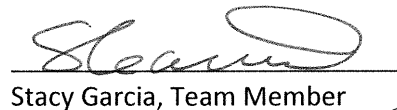
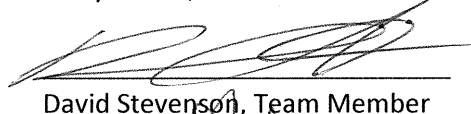
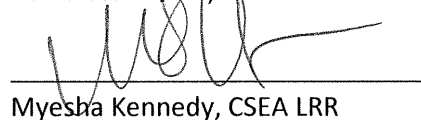
This agreement is subject to all approvals required by the CSEA Policy 610 and the District.

For the District



Kristina Hannon, SBCCD
Executive Director, Human Resources

For CSEA


Kevin Palkki, President CSEA #291
Fermin Ramirez, Team Member
Ginger Sutphin, Team Member
Stacy Garcia, Team Member
David Stevenson, Team Member
Myesha Kennedy, CSEA LRR

Tentative Agreement
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER 291

February 6, 2019

Terms and Conditions: This Tentative Agreement is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").

7.3.4 STAFF DEVELOPMENT/PROFESSIONAL GROWTH STIPEND.

7.3.4.1 The staff development and professional growth programs are designed to encourage unit members to continue educational and professional development and to promote activities which will assist unit members in acquiring knowledge and skills necessary to maintain and improve job performance. The District will promote opportunities for unit members to reach maximum levels of professional potential and provide training in specific technical knowledge and job related skills.

7.3.4.1.1 All funding designated by the State of California specifically for Classified Professional Development shall be negotiated with CSEA for the use of the funding. Funding sources include but not limited to:

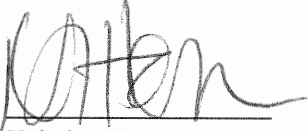
- a. Classified School Employee Professional Development Block Grant Program
- b. Professional Development Funds from the Funding Allocation Formula

7.3.4.2 The District and Association shall ensure that an advisory committee is established pursuant to AB 2558 and composed of unit member representatives and shall include an appointed CSEA representatives. Once the District's development program is developed, upon request of either the District or CSEA, the parties will meet to negotiate impact and effects.

7.3.4.3 To recognize and celebrate the accomplishments of classifieds contribution to the District the parties agree to the following:

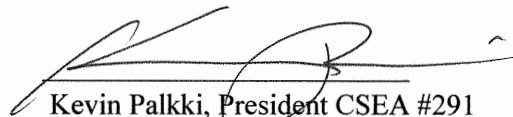
- The District will allocate one (1) week but no more than seven (7) days as Classified Week (CSEW) during the months of May or June and two (2) days; one (1) day in the month of August and one (1) day in the Month of January as In-service Day;
- To encourage participation by all classified members the immediate supervisor and classified unit member will mutually agree to adjust the members work schedule to allow for participation in the above events;
- All pay differentials that the unit member receives will not be altered by this schedule change

For the District

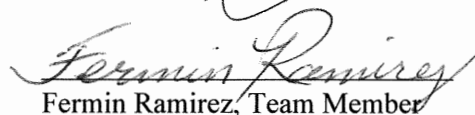


Kristina Hannon, SBCCD
Executive Director, Human Resources

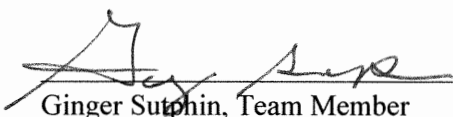
For CSEA



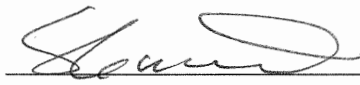
Kevin Palkki, President CSEA #291



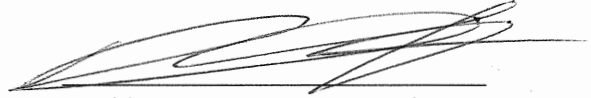
Fermin Ramirez, Team Member



Ginger Sutphin, Team Member



Stacy Garcia, Team Member



David Stevenson, Team Member



Myesha Kennedy, CSEA LRR

TENTATIVE AGREEMENT
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291
April 17, 2019

Terms and Conditions: This Tentative Agreement is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

ARTICLE 10: HEALTH & WELFARE BENEFITS

- 10.1 **HEALTH & WELFARE BENEFITS.** The DISTRICT shall provide to each eligible unit member and their eligible family members, health and welfare benefits. Health and welfare benefits are defined as medical, dental, vision, chiropractic, life insurance, and employee assistance program (EAP).

Individual unit members may select among plans as outlined in Appendix J.

During the life of the agreement the DISTRICT shall fully fund the least expensive medical/dental/vision/chiropractic/life insurance/EAP package for each unit member who works twenty (20) or more hours per week on a permanent basis. Individual unit members who elect to enroll in more expensive health and welfare packages shall be responsible for the difference in cost between the least expensive health and welfare package and the package selected by the individual through payroll deductions.

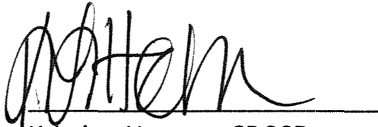
The DISTRICT and the ASSOCIATION must agree to any proposed changes in benefits and/or plans. In addition, the ASSOCIATION retains the right to negotiate the out of pocket cost to unit members.

- 10.2 **HEALTH & WELFARE COMMITTEE.** The DISTRICT will establish a standing health and welfare committee. The ASSOCIATION will designate three (3) unit members to the committee. The purpose of the committee is to monitor costs and recommend changes. The committee's recommendations are non-binding on the bargaining unit.
- 10.3 **"OPT OUT" OPTION (MEDICAL ONLY).** Individual unit members who provide proof of other medical coverage may decline enrollment in a medical plan with the DISTRICT based on the following:
- a. An annual amount of \$3,000 shall be paid to members who opt out of medical coverage. This will be paid in twelve (12) equal payments.
 - b. Any member who elects this option shall not be eligible for medical coverage until the next open enrollment period unless a qualifying event occurs.
 - c. Any savings generated under this section shall be used to help offset current/future insurance costs for the DISTRICT and employees.
- 10.4 **FINANCIAL HARDSHIP CLAUSE.** Notwithstanding other provisions of the collective bargaining agreement regarding re-opener language, the DISTRICT and the ASSOCIATION agree to re-open this Article during the term of this agreement in the event of a financial hardship as declared

by the DISTRICT or the ASSOCIATION. The DISTRICT and/or the ASSOCIATION will notify the other in writing and provide the supporting documentation to show impending hardship. Upon receipt of this information, the DISTRICT and the ASSOCIATION agree to schedule negotiations within ten (10) working days. The DISTRICT and the ASSOCIATION agree that the District's contribution per employee per medical/dental/vision/chiropractic/life insurance/employee assistant program (EAP) package will at no time decrease below the amount equivalent to the least expensive medical/dental/vision/chiropractic/life insurance/employee assistant program (EAP) package at the time the District claims financial hardship.


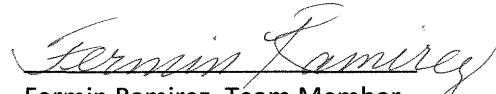



This agreement is subject to all approvals required by the CSEA Policy 610 and the District.

For the District



Kristina Hannon, SBCCD
Executive Director, Human Resources

For CSEA


Kevin Palkki, President CSEA #291
Fermin Ramirez, Team Member
Ginger Sutphin, Team Member
Stacy Garcia, Team Member
David Stevenson, Team Member
Myesha Kennedy, CSEA LRR

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: May 16, 2019
SUBJECT: Consideration of Approval to Pay Bilingual and Bi-Literate Stipends

RECOMMENDATION

It is recommended that the Board of Trustees approve the payment of stipends per the attached list.

OVERVIEW

The stipends listed on the attachment are submitted for approval.

ANALYSIS

The stipends being submitted for approval are based on the MOU between SBCCD and the CSEA Chapter 291, dated April 24, 2019.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The payment of stipends is included in the appropriate budgets.



Payment of Bilingual & Bi-Literate Stipends

Submitted for Board Approval May 16, 2019

[v.5.2.2019.p.1|3]

Bilingual Stipend - \$50.00/Month			
#	Name	Department	Site
1	Alvarez, Jose Luis	Grounds	SBVC
2	Beck, Rosa Maria	Social Science/CDC	SBVC
3	Bojorquez, Ana	DSP&S	SBVC
4	Campos, Norma	Student Services	SBVC
5	Davila, Maria	Bookstore	CHC
6	Delgado, Rocio	Financial Aid	SBVC
7	Elizalde, Noemi	Fiscal Services	DIST
8	Fonseca, Katherine	EOPS/Student Services	SBVC
9	Frausto, Jeanette	Financial Aid	SBVC
10	Garcia, Raquel	Social Science/CDC	SBVC
11	Gonzalez, Maria C	Transfer/Career Services	SBVC
12	Green, Nancy A	Payroll	DIST
13	Guererro, Gina	KVCR	DIST
14	Huerta, Cindy	Student Services	SBVC
15	Jaco, Herberth	Students Services	CHC
16	Lehman, Veronica	Financial Aid	CHC
17	Lopez, Elizabeth	Instruction	CHC
18	Martinez, Anabel	CBO	SBVC
19	Mendez, Israel*	College Police	DIST
20	Molina, Liliana	Business Office	SBVC
21	Moncada, Rosita	Tess	DIST
22	Moreno, Juana	CDC	SBVC
23	Padilla, Gabriela	Financial Aid	SBVC
24	Parada, Osman	Computing Services	ANNEX
25	Peraza, Zayne	Library	CHC
26	Perez, Blanca	CDC	SBVC
27	Plasencia, Jose	Campus Police	DIST
28	Portillo, Maritza*	Student Activities	SBVC
29	Ramirez, Fermin	Financial Aid	SBVC
30	Rivera-Reza, Rosemary	CalWorks/Career Center	SBVC
31	Rodriguez, Natividad	EOPS/CARE	CHC
32	Rojas, Cesar M	Maintenance Operations	SBVC
33	Rojas, George	CDC	SBVC
34	Romo, Maria Silvia	Admissions/Records	SBVC
35	Rosales, Manuel*	Technology Services	SBVC
36	Salas, Nancy	Social Science/CDC	SBVC
37	Serna, Marina	Student Services	SBVC

*New



Payment of Bilingual & Bi-Literate Stipends

Submitted for Board Approval May 16, 2019

[v.5.2.2019.p.2|3]

Bilingual Stipend - \$50.00/Month			
#	Name	Department	Site
38	Sola, Michael E.	Athletics	SBVC
39	Torres, Maria E	Human Resources	DIST
40	Treacy-Abarca, Blanca	CDC	SBVC
41	Vallejo, Marlana	Anatomy/Physiology	SBVC
42	Vargas, Geno	Maintenance Operations	SBVC
43	Vivar, Jorge	Maintenance Operations	SBVC
44	Williams, Sophia	CDC	SBVC

Bi-literate Stipend - \$50.00/Month			
#	Name	Department	Site
1	Beck, Rosa Maria	Social Science/CDC	SBVC
2	Bojorquez, Ana	DSP&S	SBVC
3	Campos, Norma	Student Services	SBVC
4	Davila, Maria	Bookstore	CHC
5	Delgado, Rocio	Financial Aid	SBVC
6	Elizalde, Noemi	Fiscal Services	DIST
7	Fonseca, Katherine	EOPS/Student Services	SBVC
8	Frausto, Jeanette	Financial Aid	SBVC
9	Gonzalez, Maria C	Transfer/Career Services	SBVC
10	Green, Nancy A	Payroll	DIST
11	Huerta, Cindy	Student Services	SBVC
12	Jaco, Herberth	Students Services	CHC
13	Lehman, Veronica	Financial Aid	CHC
14	Lopez, Elizabeth	Instruction	CHC
15	Martinez, Anabel	CBO	SBVC
16	Molina, Liliana	Business Office	SBVC
17	Moreno, Juana	CDC	SBVC
18	Padilla, Gabriela	Financial Aid	SBVC
19	Parada, Osman	Computing Services	ANNEX
20	Peraza, Zayne	Library	CHC
21	Perez, Blanca	CDC	SBVC
22	Plasencia, Jose	Campus Police	DIST
23	Portillo, Maritza *	Student Activities	SBVC
24	Ramirez, Fermin	Financial Aid	SBVC

*New



Payment of Bilingual & Bi-Literate Stipends

Submitted for Board Approval May 16, 2019

[v.5.2.2019.p.3|3]

Bi-literate Stipend - \$50.00/Month			
#	Name	Department	Site
25	Rivera-Reza, Rosemary	CalWorks/Career Center	SBVC
26	Rodriguez, Natividad	EOPS/CARE	CHC
27	Rojas, Cesar M	Maintenance Operations	SBVC
28	Rojas, George	CDC	SBVC
29	Romo, Maria Silvia	Admissions/Records	SBVC
30	Salas, Nancy	Social Science/CDC	SBVC
31	Serna, Marina	Student Services	SBVC
32	Sola, Michael E.	Athletics	SBVC
33	Torres, Maria E	Human Resources	DIST
34	Vivar, Jorge	Maintenance Operations	SBVC

ASL Stipend - \$50.00/Month			
#	Name	Department	Site
1	Sullivan, Laurie	DSP&S	SBVC

*New

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Kristina Hannon, Executive Director, Human Resources

DATE: May 16, 2019

SUBJECT: Consideration of Approval of Change in Permanent Work Shift for Classified Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve a change in permanent work shift from 30 hours to 40 hours per week for:

- Lena Huizar, SBVC Child Development Assistant, and
- Gloria Pinon, SBVC Child Development Assistant.

OVERVIEW

This recommendation is based on negotiations between SBCCD and the CSEA and is subject to all approvals required by the CSEA 610 policy and the District.

ANALYSIS

The new schedule hours are daily, Monday-Friday from 7:30 am to 4:00 pm, with the first day of the permanent schedule upon board approval.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

The cost of the schedule increase will be paid out of the Child Development budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: May 16, 2019
SUBJECT: Consideration of Approval of Employee Promotions

RECOMMENDATION

It is recommended that the Board of Trustees approve the promotion of SBCCD employees as indicated on the attached list.

OVERVIEW

The promotion of employees on the attached list is submitted for approval.

ANALYSIS

These employees have gone through the recruitment process and are being recommended for promotion.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost of these promotions is included in the appropriate budgets.



Employee Promotions

Submitted for Board Approval on May 16, 2019

[v.5.1.2019,p.1|1]

	From	To	Salary	Schedule Range Step	New/ Replacing	Fund	Effective Date
Holliman, Roanne	Assistant Manager, Workforce Development	Manager, Workforce Development	\$80,265.86/ year	Management 10C	Deanna Krehbiel	Workforce Development	5/17/19
Rubio, Eduardo	Assistant Manager, Workforce Development	Manager, Workforce Development	\$75,522.14/ year	Management 10A	New	Workforce Development	5/17/19
Plemons, Justine	Student Activities & Campus Center Specialist	Coordinator of Outreach and Relations with Schools	\$31.74/ hour	Classified 46B	Cindy Huerta	Student Equity	5/20/19
Farzaneh, Farrah	Sustainability & Energy Manager	Director, Facilities Planning & Construction	\$117,159.63/ year	Management 19A	Hussain Agah	Facilities Planning & Construction	5/17/19

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: May 16, 2019
SUBJECT: Consideration of Approval of Reclassification of Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the reclassification of employees as indicated on the attached.

OVERVIEW

Several classified employees submitted a Request for Consideration of Position Classification. The CSEA and Human Resources have reviewed the requests and recommend approval.

ANALYSIS

The reclassifications on the attached list are based on employee requests, the accretion of duties and responsibilities, and the approval of the Reclassification Committee.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The financial implications resulting from these reclassifications will be an additional cost to the appropriate budgets.



Reclassifications

Submitted for Board Approval May 16, 2019

[v.4.29.2019.p.1|2]

CSEA Bargaining Unit Member	Effective Date	Current Position	Proposed Reclassification
Christopher Crew ANNEX Computing Services	11/30/18	Research Analyst Range 54, Step D	Senior Research Analyst Range 63, Step A
Andrew Gebara CHC Fire Technology	11/28/18	Secretary I Range 29, Step C	Secretary II Range 33, Step B
Christina Sweeting CHC H&W Center	11/29/18	Secretary II Range 33, Step C	Administrative Secretary Range 37, Step B
Ginger Sutphin CHC Instruction	12/1/18	Administrative Secretary Range 37, Step E	Administrative Assistant I Range 41, Step D
Kelly Newton CHC Instruction	11/29/18	Administrative Assistant I Range 41, Step E	Administrative Assistant II Range 50, Step B
Laura Van Genderen CHC Student Services	11/29/18	Administrative Assistant I Range 41, Step C	Administrative Assistant II Range 50, Step A
Michelle Cole CHC Student Center	11/14/18	Secretary II Range 33, Step E	Administrative Secretary Range 37, Step D
Ruby Zuniga CHC Research	11/29/18	Administrative Secretary Range 37, Step E	Research Data Specialist Range 42, Step D
Cedrick Wrenn SBVC Technology Services	11/29/18	Technology Support Specialist I Range 46, Step B	Technology Support Specialist II Range 50, Step A
Jonathan Flaa SBVC Technology Services	11/29/18	Technology Support Specialist I Range 46, Step E	Technology Support Specialist II Range 50, Step D
Laura Gowen SBVC Instruction	10/19/18	Administrative Assistant I Range 41, Step E	Administrative Assistant II Range 50, Step B



Reclassifications

Submitted for Board Approval May 16, 2019

[v.4.29.2019.p.2|2]

CSEA Bargaining Unit Member	Effective Date	Current Position	Proposed Reclassification
Ana Bojorquez SBVC DSPS	7/1/18	Assistive Technology Specialist Range 42, Step E	Alternate Media and Assistive Technology Specialist Range 48, Step C

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Kristina Hannon, Executive Director, Human Resources

DATE: May 16, 2019

SUBJECT: Consideration of Approval of Revised Classified Job Description for Grounds Caretaker and Change of Salary Range for Incumbents

RECOMMENDATION

It is recommended that the Board of Trustees 1) approve the revised classified job description for Grounds Caretaker as attached, including moving it from Salary Range 27 to Salary Range 30, and 2) approve a corresponding change of salary range for the incumbents in this position.

OVERVIEW

CSEA and SBCCD staff met and reviewed the classified position of Grounds Caretaker.

ANALYSIS

The attached job description reflects the representative duties and responsibilities, and the appropriate minimum qualifications for the position.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The increased cost for this board item will become part of the appropriate budgets.

GROUND S CARETAKER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

SUMMARY DESCRIPTION

Under general Facilities supervision, performs routine grounds maintenance and repair duties on District grounds including landscaped areas, ~~and~~ athletic fields, ~~and hardscapes;~~ maintains ~~Maintains~~ lawns, grounds, ~~and~~ other cultivated areas, hardscapes, and irrigation systems; ~~and~~ ~~o~~ Operates and maintains a variety of light and heavy power grounds equipment that is required to perform grounds maintenance work.

~~This is the journey level class within the Grounds Caretaker series.~~ Employees at the Grounds Caretaker level are fully aware of the operating procedures and policies of the work unit and are expected to perform duties with minimal direction and immediate supervision. Employees within this class are distinguished from the Lead Grounds Caretaker in that the Lead Grounds Caretaker provides lead supervisory responsibilities over assigned staff.

REPRESENTATIVE DUTIES

The following duties are typical for this classification.

1. Performs routine grounds maintenance duties on District grounds including landscaped areas and athletic fields; mows, edges, weeds and maintains lawns, fields, flowerbeds, and other landscaped areas; trims and prunes shrubs, hedges, and trees; applies repellents and pesticides.
2. Prepares areas for planting by clearing, grading, fertilizing, and watering ground; prepares areas for flowerbeds by roto-tilling, weed oiling, and laying plastic; plants flowers, shrubs, trees; and lays rock.
3. Performs general grounds maintenance duties in picking up leaves, paper and trash in grounds areas; cleans and removes weeds from sidewalks, parking lots, and roads; dumps trash cans; removes rodents and/or reptiles from campus area as necessary.
4. Operates a variety of grounds maintenance equipment including gang movers, roto-tillers, tractors, blowers, edgers, trucks, fork/air lifts, and other equipment or vehicles; makes minor repairs such as sharpening blades; performs routine vehicle maintenance and equipment safety inspections.
5. ~~May A~~assists in ~~special projects as assigned including~~ repairing potholes, mixing concrete, fixing ~~repairing~~ ~~sprinkler irrigation systems, applying repellents and pesticides,~~ marking athletic fields or parking lots, moving permanent exterior furniture, digging trenches, sign or fence post hole ~~equipment set-up,~~ and other physical arrangements.
- ~~6. Performs construction work as assigned including mixing, pouring, and finishing concrete, repairing blacktop surfaces, digging trenches for sign or fence post holes and related special grounds maintenance projects.~~
6. Operates and assists in the maintenance and repair of the District's irrigation system as assigned.
7. Cleans storm drainage systems as assigned.
8. Assumes assigned responsibility for the use and application of ~~restricted~~ pesticides; ~~incumbents of designated positions secure and maintain necessary certificate, and instruct and lead coworkers in the use of such materials.~~

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
Grounds Caretaker (*Continued*)

9. Maintains special cultivated areas such as, but not limited to District properties such as: the golf course or greens, athletic fields, specimen areas, green belts, planters, and turf areas.
10. Utilizes proper safety precautions related to all work performed.
11. ~~Supervises student workers as assigned.~~ Uses computers in the processing of work requests, campus/district communication, material and/or information searches.
12. Perform ~~related other~~ duties as required, related to the primary job duties.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operations, services, and activities of a grounds maintenance program.

Methods, tools, materials, equipment and practices utilized in grounds maintenance and gardening work.

Methods and techniques of mowing, edging, pruning, and trimming a variety of lawns, shrubs, and trees.

Operational characteristics of grounds maintenance equipment and tools used in the area of assignment including light and heavy equipment and tools.

Plant materials and culture thereof.

~~Basic sprinkler operation and maintenance.~~

Basic irrigation operation, components and maintenance ~~including operation of automated irrigation systems.~~

~~Rodents and reptiles found in foothill areas.~~

Procedures for ~~laying and maintaining maintenance and repair of~~ asphalt and concrete.

~~Greenskeeping methods~~ Best practices for the maintenance of golf greens.

Proper use and application practices regarding chemical ~~Use of restricted~~ pesticides and pest control measures.

Occupational hazards and standard safety practices.

Ability to:

Learn methods, procedures, equipment and materials used in groundskeeping.

Perform a variety of maintenance and repair work in the care and maintenance of campus grounds, including landscaped areas, athletic fields, lawns and related areas.

Operate and perform minor maintenance on a variety of light and heavy grounds maintenance and power equipment including power mowers, trucks, sweepers, saws and other tools.

Operate and maintain hand and basic power equipment including mowers, edgers, trimmers, vacuums, rototillers, renovators, and other grounds maintenance equipment.

Identify ~~the and execute~~ appropriate methods for control and eradication of ~~plant all landscape~~ pests and weeds.

Maintain, service and repair grounds maintenance equipment.

Observe legal and defensive driving practices.

Perform heavy manual labor.

Form, pour, and finish small concrete projects and street and parking lot asphalt repair as needed.

Maintain, Repair-repair, and install irrigation systems.

~~Instruct others in the use of pesticides.~~

Clean storm drainage systems and associated components.

Maintain golf course greens, turf areas, landscape areas, natural areas, and hardscapes as required.

Learn and understand Sustainable Facility Operations and Integrated Pest Control Management.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
Grounds Caretaker (*Continued*)

Meet schedules and time lines.

Ensure adherence to safe work practices and procedures.

Understand and follow oral and written directions.

Communicate clearly and concisely, both orally and in writing.

~~Establish and maintain effective working relationships with those contacted in the course of work~~Learn about the rodents and reptiles found surrounding and on District properties.

Education and Experience Guidelines - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training:

Equivalent to the completion of the twelfth grade.

Experience:

~~Two years~~Six (6) months of general grounds maintenance experience with experience in including responsibility for at least one of the following: sprinkler-irrigation systems, golf course greens, pesticide application, or ~~concrete construction and asphalt~~hardscape repair.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain, within eight (8) months of employment, at District's expense, a California Department of Pesticide Regulation, Qualified Applicator Certificate (QAC) to for the use and application of restricted-chemical pesticides within or adjacent to District properties, as issued by the State of California and/or the County of San Bernardino.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed in an outdoor field environment; travel from site to site; exposure to potentially hazardous chemicals, noxious weeds and plants, pollens, insect stings, noise, dust, grease, smoke, fumes, noxious odors, gases, and all types of weather and temperature conditions; works near moving mechanical parts; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain.

Physical: Primary functions require sufficient physical ability and mobility to work in a field environment; walk and stand for prolonged periods of time; frequently stoop, bend, kneel, crouch, crawl, climb, reach, and twist; push, pull, lift, and/or carry moderate to heavy amounts of weights; dexterity of hands and fingers to operate specialized hand and power tools and equipment; operate assigned equipment and vehicles; verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction; vision sufficient to read printed documents; and to operate assigned equipment.

Hearing: Hear in the normal audio range with or without correction.

Range 30

Board Approved: 5/31/95, 5/16/2019

Johnson & Associates Revised: January 2007, May 2019



Change of Salary Range for Incumbent Grounds Caretakers

Submitted for Board Approval May 16, 2019

[v.4.29.2019.p.1|1]

CSEA Bargaining Unit Member	Effective Date	Current	Proposed
Boatment, John CHC M&O	2/6/19	Grounds Caretaker, Range 27, Step E	Grounds Caretaker, Range 30, Step E
Morris, Dorothy SBVC M&O	2/6/19	Grounds Caretaker, Range 27, Step B	Grounds Caretaker, Range 30, Step B
Davila, Javier CHC M&O	2/6/19	Grounds Caretaker, Range 27, Step E	Grounds Caretaker, Range 30, Step E
Rojas, Cesar SBVC M&O	2/6/19	Grounds Caretaker, Range 27, Step E	Grounds Caretaker, Range 30, Step E
Carrillo, Antonio CHC M&O	2/6/19	Grounds Caretaker, Range 27, Step E	Grounds Caretaker, Range 30, Step E
Abe Fulgham III SBVC M&O	2/6/19	Grounds Caretaker, Range 27, Step E	Grounds Caretaker, Range 30, Step E
Samuel Hanna CHC M&O	2/6/19	Grounds Caretaker, Range 27, Step A	Grounds Caretaker, Range 30, Step A
Jose Alvaraz SBVC M&O	2/6/19	Grounds Caretaker, Range 27, Step E	Grounds Caretaker, Range 30, Step E

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: May 16, 2019
SUBJECT: Consideration of Approval to Appoint District Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve appointment of the employees on the attached list and, as necessary, approve the corresponding employment contracts as well.

OVERVIEW

The employees on the attached list are submitted for approval.

ANALYSIS

All requirements in the employment process have been or will be completed. Employees will not commence work until all requirements are met.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost of employment for these employees is included in the appropriate budgets.



Appointment of District Employees

Submitted for Board May 16, 2019

[v.5.2.2019.p.1|2]

	Start Date	Salary Schedule, Range & Step	Rate	New or Replacing	Fund	Live Scan Clearance
Sosa, Giovanni Dean, Research, Planning & Institutional Effectiveness CHC Research & Planning	6/3/19	Management 19F	\$136,432.97/ year	Keith Wurtz	Research Planning	10/20/15
Davaloz, Dalilah Project Administrator, Career Education SBVC CTE/Strong Workforce	5/20/19	Management 11B	\$81,750.78/ year	New	Strong Workforce	4/5/19
Johnson, Elizabeth Food Service Worker I SBVC Cafeteria	5/20/19	Classified 18A	\$15.14/ hour	Danny Vazquez	Cafeteria Enterprise	4/17/19
Gomez, Tanya Food Service Worker I SBVC Cafeteria	5/20/19	Classified 18A	\$15.14/ hour	Hai Hanh Nguyen	Cafeteria Enterprise	TBD [†]
Benson, Lori Manager, Workforce Development DIST Professional Development	5/17/19	Management 10D	\$82,748.31/ year	New	Professional Development	6/11/18
Davis, Ariel Coordinator of Outreach & Relations with Schools SBVC Student Services	5/20/19	Classified 46A	\$30.22/ hour	New	Promise Fund	TBD [†]
Stroud, Kyle Student Services Technician II SBVC Student Services	5/20/19	Classified 34A	\$22.46/ hour	New	First Year Experience	TBD [†]

[†]Live Scan clearance pending; employee will not start without clearance.



Appointment of District Employees

Submitted for Board May 16, 2019

[v.5.2.2019.p.2|2]

	Start Date	Salary Schedule, Range & Step	Rate	New or Replacing	Fund	Live Scan Clearance
Layne, Michael Director, Grants Development & Administration DIST Economic Development & Corporate Training	6/10/19	Management 16I	\$128,900.37/ year	New	Indirect Grant Fund	TBD [†]

[†]Live Scan clearance pending; employee will not start without clearance.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Kristina Hannon, Executive Director, Human Resources

DATE: May 16, 2019

SUBJECT: Consideration of Approval to Certify SBCCD's Use of the Equal Employment Opportunity Fund Multiple Method Allocation Model for 2018-19

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached certification of SBCCD's use of the Equal Employment Opportunity (EEO) Fund Multiple Method Allocation Model for 2018-19.

OVERVIEW

Under the Chancellor's authority to represent the Board of Governors in monitoring the use of the Equal Employment Opportunity Fund for the purpose of promoting equal employment opportunities in hiring and promotion at community college districts, the Chancellor's Office is charged with implementing a fund allocation model (Education Code, Section 87107 and Board of Governors Standing Order 374). The Multiple Method allocation model was developed by the Chancellor Office.

ANALYSIS

In accordance with applicable Title 5 regulations (sections 53000 et. seq.) and the Education Code Section 87107, the District's multiple method evidence demonstrates the commitment to hire staff and foster staff development that supports the goals of equal opportunity and diversity and provide equal consideration for all qualified candidates.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The approval of this board item will have no financial impact.



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2018-2019

District Name: San Bernardino Community College District

Does the District meet Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year) (All mandatory for funding).

☒ **Yes**

☐ **No**

The district met at least 6 of the remaining 8 Multiple Methods? (Please mark your answers.)

☒ **Yes**

☒ Method 2 (Board policies and adopted resolutions)

☒ Method 3 (Incentives for hard-to-hire areas/disciplines)

☒ Method 4 (Focused outreach and publications)

☒ Method 5 (Procedures for addressing diversity throughout hiring steps and levels)

☒ Method 6 (Consistent and ongoing training for hiring committees)

☒ Method 7 (Professional development focused on diversity)

☒ Method 8 (Diversity incorporated into criteria for employee evaluation and tenure review)

☒ Method 9 (Grow-Your-Own programs)

☐ **No**

I CERTIFY THAT THIS REPORT FORM IS COMPLETE AND ACCURATE. Please attach meeting agenda showing district EEO Advisory Committee's certification of this report form.

Chair, Equal Employment Opportunity Advisory Committee

Name: Kristina Hannon

Title: Executive Director of Human Resources

Signature: _____

Date: 04/25/19

Chief Human Resources Officer

Name: Kristina Hannon

Title: Executive Director of Human Resources

Signature: _____

Date: 04/25/19

Chief Executive Officer (Chancellor or President/Superintendent)

Name: Bruce Baron

Title: Chancellor

Signature: _____

Date: 05/16/19

President/Chair, District Board of Trustees

Date of governing board's approval/certification: May 16, 2019

Name: John Longville

Title: **President/Chair, Board of Trustees**

Signature: _____

Date: 05/16/19



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2018-2019

This form requires districts to report the various activities that they are implementing to promote Equal Employment Opportunity for each of the 9 Multiple Methods.

When providing explanation(s) and evidence of your district's success in implementing the Multiple Methods, please keep narrative to no more than one page per Multiple Method. If you reference an attachment, please ensure it is attached to your submittal.

Nine (9) Multiple Methods

Mandatory for Funding

1. District's EEO Advisory Committee, EEO Plan, and submittal of Expenditure/Performance reports for prior year.

Pre-Hiring

2. Board policies & adopted resolutions
3. Incentives for hard-to-hire areas/disciplines
4. Focused outreach and publications

Hiring

5. Procedures for addressing diversity throughout hiring steps and levels
6. Consistent and ongoing training for hiring committees

Post-Hiring

7. Professional development focused on diversity
8. Diversity incorporated into criteria for employee evaluation and tenure review
9. Grow-Your-Own programs

Does District meet Multiple Method #1 (District has EEO Advisory Committee, EEO Plan, and submitted Expenditure/Performance reports for prior year)?

☒ **Yes**

☐ **No**

Under the Multiple Method allocation model, districts must minimally have an operational district EEO Advisory Committee, and an updated EEO Plan. Additionally, districts are required to annually report on the use of EEO funds.

- In order to qualify for receipt of the EEO Fund, districts are required to submit a board-adopted EEO plan every three years to the Chancellor's Office. (Title 5, section 53003).
- EEO Plans are considered active for three years from the date of when the district's Board of Trustees approved the plan.
- The districts are required to establish an EEO Advisory Committee to assist in the development and implementation of the EEO Plan. (Title 5, section 53005).
- The districts are required to annually submit a report on the use of Equal Employment Opportunity funds. (Title 5, section 53034).

Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2018-2019

Please provide an explanation and evidence of meeting this Multiple Method, #1.

Multiple Method #1

The San Bernardino Community College District (SBCCD) is continuously implementing policies and procedures that create an inclusive climate of equity, equal employment opportunities and diversity in the workforce. The District Equal Employment Opportunity (EEO) plan was initially approved in July of 2015. After an assessment of our plan, the committee made revisions that ensured we were meeting the needs of our community. The 2018-21 plan reflects the District's commitment to equal employment.

SBCCD plays a vital role in the community by responding to the needs of the increasingly diverse population by offering support services for instructional and student service staff, improving facilities and ensuring equitable hiring and employment practices. The Board approved EEO Plan creates the framework for the District in promoting diversity based shared principles.

The EEO Committee includes (2) CSEA representatives from each campus/location, (2) CTA representatives from each campus/location, (2) managers from each campus/location, (2) confidential members, Human Resources and EEO Officer. The committee is charged with implementing the SBCCD EEO plan, attending training and ensuring alignment of institutional policies and procedures.

To receive funding for this year's allocation amount, districts are also required to meet 6 of the remaining 8 Multiple Methods.

Does the District meet Method #2 (Board policies and adopted resolutions)?

☒ **Yes**

☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #2.

**Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2018-2019**

Multiple Method #2

During the 18-19 fiscal year, all APs and BPs were set on a review cycle. All APs and BPs were updated to include diversity in hiring, equity and EEO language. The Board of Trustees updated AP 7100 Commitment to Diversity by adopting the following policy:

The District demonstrates its commitment to diversity by:

Complying with all federal, state, and local laws and regulations regarding equal employment and discrimination in employment.

Maintaining and abiding by the provisions of the District Equal Employment Opportunity Plan.

Maintaining and abiding by the provisions of the Student Equity Plan.

Employing qualified administrators, faculty and staff who are dedicated to student success across a diverse study body.

Recruiting and retaining faculty and staff that reflect the diversity of the communities within the District.

Fostering participation and respect for differences.

Providing professional development opportunities for faculty and staff, related to equity, inclusion, and diversity.

Designating specific persons within the District who are given positional authority and responsibility for consultation, oversight, and decision-making with regard to equity, inclusion, and diversity.

Identifying and correcting barriers within organizational systems.

Facilitating opportunities that result in effective and meaningful participation.

Creating ideas and solutions built on a range of perspectives.

Additional changes to the District Equivalency Process and hiring process were also reviewed and updated in their respective APs.

Does the District meet Method #3 (Incentives for hard-to-hire areas/disciplines)?

☒ **Yes**

☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #3.

Multiple Method #3

Incentives are given to faculty who are hired in hard-to-hire disciplines. Incentives include higher salary placement and access to professional development opportunities. Travel reimbursement is available for Management candidates traveling from 100 miles or more.

The District has advertised jobs on diversity focused job boards and publications, and participated in diversity recruitment events. The District is currently developing leadership programs aimed to promote continuous learning opportunities that lead to diversity and retention. The District is also collaborating with our K-12 and 4 year University Partners to develop internships specifically aimed at hard to hire disciplines and local talent.

Does the District meet Method #4 (Focused outreach and publications)?

☒ **Yes**

☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #4.

Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2018-2019

Multiple Method #4

The District continuously elicits feedback from members of the college community on our outreach and publication. Based on the feedback, the District has worked with our Marketing Department on revamping our brand and focusing on community relationships in the hiring context.

The District will continue to partner with campus committees on regular training connected to diversity in hiring and campus cultural awareness.

Does the District meet Method #5 (Procedures for addressing diversity throughout hiring steps and levels)?☒ **Yes**☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #5.

Multiple Method #5

There has been focused training for all employees on diversity in hiring and cultural competency. A screening committee handbook was developed to ensure all screening committee members understood their role and addresses any unconscious bias.

The EEO committee discussed ways for improving the exit interview process which will include a transfer of information for incoming employees and provide Human Resources with information regarding employee experience and management support. This information is used in providing corrective measures for managers when appropriate, and understanding the duties on class descriptions.

All complaints regarding the recruitment or hiring process are investigated immediately with the use of internal staff or external staff when appropriate. Corrective action is taken on every instance in which a violation occurred.

The district participates in a review of the Recruitment and Hiring Policy per our district policy and requires all positions to demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation and ethnic background of community college students (T5 Section 53024.1(l)).

Applicant information is gathered to determine if any qualifications are of adverse impact to any protected group and assess all qualification on new positions to ensure artificial barriers are eliminated.

Does the District meet Method #6 (Consistent and ongoing training for hiring committees)?☒ **Yes**☐ **No**

Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2018-2019

Please provide an explanation and evidence of meeting this Multiple Method, #6.

Multiple Method #6

EEO training for all screening committee members and hiring managers is mandatory. Training has been provided by our contracted law office and HR staff. Training includes the elimination of bias in hiring and the education of why diversity in hiring is important for California Community College Districts. Effort to make ongoing regular training is being made at all campuses and sites.

SBCCD also ensures all supervisory employees received sexual harassment and non-discrimination training during their new hire orientation and every two years. All remaining district employees are required to complete sexual harassment and non-discrimination training during their new hire orientation and every three years.

Does the District meet Method #7 (Professional development focused on diversity)?

☒ **Yes**

☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #7.

Multiple Method #7

During the 18-19 school year the District was able to host comprehensive training for all employee groups, focusing on EEO and diversity in hiring. The district has partnered with the professional development coordinators at both campuses to and has participated in FLEX activities/presentations, Classified Week and will create an updated onboarding process that includes professional development activities focused on diversity.

The EEO committee has also been able to send members to conferences aimed at professional development and diversity including the following events:

- Unity Conference (7 members, September 2018)
- Diversity Summit (February, 2019)
- NCORE (3 members, One Presenter, May 2019)



Fiscal Year 2018-2019

Does the District meet Method #8 (Diversity incorporated into criteria for employee evaluation and tenure review)?

☒ **Yes**

☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #8.

Multiple Method #8

The new Human Capital Management System will allow the district to create staffing plans that are consistent with the program review process along with utilizing the performance module.

Using information obtained from exit interviews and desk audits allows managers to be trained on the appropriate way to conduct an evaluation. The tenure review committee is made up of current faculty and follows the recommended process for having a diverse representation.

Changes to the evaluation criteria for all employee groups is anticipated for the 19-20 school year.

Does the District meet Method #9 (Grow-Your-Own programs)?

☒ **Yes**

☐ **No**

Please provide an explanation and evidence of meeting this Multiple Method, #9.



Equal Employment Opportunity
Fund Multiple Method Allocation
Certification Form
Fiscal Year 2018-2019

Multiple Method #9

The EEO Committee and Professional Development Offices have met to discuss programs that will impact the diversity and culture of our districts. Some of those programs include:

- Incorporating the "Speed of Trust" Module districtwide (in progress 19-20);
- Creating a job ladder program that helps classified staff transition into faculty (classification study June 2019);
- Creating a management internship program by joining with a local four-year University (In progress, Fall 2019);
- Revamping the Onboarding process to include a two day orientation for managers and a semester long orientation for campus level faculty and staff.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Steven J. Sutorus, Business Manager
DATE: May 16, 2019
SUBJECT: Consideration of Ratification for Contracts at or Above \$92,600

RECOMMENDATION

It is recommended that the Board of Trustees ratify the contracts on the attached list which are routine in nature, support the ongoing operation of the District, and have a total contract cost at or above \$92,600.

OVERVIEW

In accordance with SBCCD Board Policy 6100, Delegation of Authority, The Board of Trustees delegates authority to the Chancellor to supervise the general business procedures of the District to assure the proper administration of property and contracts. District staff is presenting the attached purchase and/or contract requests, which meet or exceed the formal bid limits, for Board approval in the form of ratification.

ANALYSIS

The California Board of Governors sets the formal bid limit for procurement of goods and or services on an annual basis. The formal bid limit for the current calendar year has been set at \$92,600. Ratification of the contracts on the attached list will allow for the successful ongoing operation of the District. Construction services are not included in this board item

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The attached have been budgeted for via purchase requisition.

San Bernardino Community College District

Contracts & Agreements for Ratification

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Total New Contract Value	Proposed Amendments
18099	Braille It, Inc. Braille Transcription	Professional Services FY 19/20	ATPC/SBCCD	\$120,000.00	
18101	Ceja JR, Jose Luis Braille Transcription	Professional Services FY 19/20	ATPC/SBCCD	\$100,000.00	
18100	Denault, Mary Braille Transcription	Professional Services FY 19/20	ATPC/SBCCD	\$180,000.00	
17977	Digital Networks Group, Inc. CMAS Agreement 3-4-58-0215E Information Technology Goods and Services	Professional Services FY 19/20	Business Services/SBCCD	\$500,000.00	
17348	Employment Training Panel Agreement for reimbursement for the cost of training incumbent workers: this is to approve Amendment 01 - Decrease in funding by -\$220	Income	EDCT/SBCCD	\$1,799,648.00	
18042	Garland/BDS Inc. CMAS agreement 4-01-56-0006A - Roofing and Flooring Materials	Joint Power/Piggyback Purchase	Business Services/SBCCD	\$300,000.00	

San Bernardino Community College District

Contracts & Agreements for Ratification

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Total New Contract Value	Proposed Amendments
18068	Instructure, Inc. Software - Canvas Cloud Subscription Institution Participation Agreement - SBVC	Professional Services	Computing Services/SBVC	\$119,716.68	
18102	Jackson, Margaret K Braille Transcription	Professional Services FY 19/20	ATPC/SBCCD	\$120,000.00	
17961	Mohawk Commercial, Inc. CMAS 4-118-00-0085B; Flooring covering includes installation and warranty; SBCCD sets maximum order limited to \$ 500,000; cost to be covered by departmental/area budgets	Professional Services	Business Services/SBCCD	\$500,000.00	
18062	Time & Alarm Systems Upgrades to fire alarm network	Professional Services	Maintenance/SBVC	\$128,500.00	
18104	United Braille Alliance, LLC Braille Transcription	Professional Services FY 19/20	ATPC/SBCCD	\$100,000.00	
18105	Velo, Brian Braille Transcription	Professional Services FY 19/20	ATPC/SBCCD	\$100,000.00	

San Bernardino Community College District

Contracts & Agreements for Ratification

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Total New Contract Value	Proposed Amendments
18103	Walling, Joyce Braille Transcription	Professional Services FY 19/20	ATPC/SBCCD	\$150,000.00	

Total Number of Contracts 13

Totals \$4,217,864.68 (\$220.00)

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Lawrence P. Strong, Director, Fiscal Services

DATE: May 16, 2019

SUBJECT: Consideration of Approval to Adopt Resolution #2019-05-16-FS-1
Approving Transfers from the Reserve for Contingencies to Various
Expenditure Classifications

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution #2019-05-16-FS-1 approving the transfer of funds from the reserve for contingencies to various expenditure classifications as indicated in the attached resolution.

OVERVIEW

The 2018-19 Final Budget adopted by the Board of Trustees on September 13, 2018 represents the District's best estimates for income and expenditures during the ensuing fiscal year. However, as the year progresses, additional income is sometimes received and must be distributed to appropriate accounts, expenditures change from projected levels, and increased costs may need to be covered. As provided in Title 5, §58307, and in accordance with SBCCD Administrative Procedure 6250, the Board of Trustees may approve the transfer of funds from the reserve for contingencies to any expenditure classifications via the adoption of a resolution by a two-thirds majority vote.

ANALYSIS

The Board is being asked to adopt a resolution approving budget transfers from the reserve for contingencies to the expenditure classifications indicated on the attached resolution.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The approval of this board item will reduce the reserve for contingency accounts by the amounts indicated in the attached resolution.

RESOLUTION #2019-05-16-FS-1 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
TO APPROVE TRANSFERS FROM RESERVE FOR CONTINGENCIES TO
VARIOUS EXPENDITURE CLASSIFICATIONS

[v.5.1.2019.p.1|2]

ON MOTION of Member _____, seconded by Member _____,
the following resolution is hereby adopted:

WHEREAS, on the 13th day of September, 2018, the San Bernardino Community College District (the District) adopted the 2018-19 Final Budget specifying the maximum amount which may be expended for each classification of expenditure; and

WHEREAS, Title 5, §58307 of the California Code of Regulations and District Administrative Procedure 6250 allows the Board of Trustees to approve transfers from the reserve for contingencies to any expenditure classification via a resolution adopted by a two-thirds majority; and

WHEREAS, the transfers listed on the attached Exhibit A were deemed necessary and prudent by the District;

NOW THEREFORE, BE IT RESOLVED that the governing body of the San Bernardino Community College District hereby adopts this resolution and authorizes, by a two-thirds majority vote, to approve said transfers.

PASSED AND ADOPTED by the Board of Trustees on May 16, 2019, by the following majority vote:

AYES: _____
NOES: _____
ABSTENTIONS: _____
ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

I, Bruce Baron, Secretary of the Board of Trustees, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this _____ day of _____, 20____.

_____ Secretary of the Board of Trustees

**RESOLUTION #2019-05-16-FS-1 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
TO APPROVE TRANSFERS FROM RESERVE FOR CONTINGENCIES TO
VARIOUS EXPENDITURE CLASSIFICATIONS**

[v.5.1.2019,p.2|2]

EXHIBIT A

Fund 410 Capital Outlay			7,780,937	2018-19 Initial Fund Balance	
			(401,532)	Net Change from Previously Approved Transfers	
			7,379,406	Current Fund Balance	
Board Approved	Date	Ref #	Amount to/(from) Reserve	Expenditure Classification	Justification
5/16/2019	4/10/2019	190981	(40,000)	6000 Capital Outlay	To fund police vehicle
			(40,000)	Total Approved at this Board Meeting	
			7,339,406	Fund Balance After Transfer(s)	

Fund 435 Measure M Bond Construction			37,565,757	2018-19 Initial Fund Balance	
			(3,122,778)	Net Change from Previously Approved Transfers	
			34,442,979	Current Fund Balance	
Board Approved	Date	Ref #	Amount to/(from) Reserve	Expenditure Classification	Justification
5/16/2019	4/17/2019	191035	(557,541)	6000 Capital Outlay	To fund 2018-19 portion of North Hall Roof Replacement project at @SBVC
			(557,541)	Total Approved at this Board Meeting	
			33,885,438	Fund Balance After Transfer(s)	

Fund 590 FCC Auction Proceeds			84,527,139	2018-19 Initial Fund Balance	
			(14,400,000)	Net Change from Previously Approved Transfers	
			70,127,139	Current Fund Balance	
Board Approved	Date	Ref #	Amount to/(from) Reserve	Expenditure Classification	Justification
5/16/2019	3/20/2019	190793	(1,978,950)	6000 Capital Outlay	To fully fund KVCRC Transition project of \$16 million.
5/16/2019	4/11/2019	190987	(2,500,000)	6000 Capital Outlay	To fund Tenant Improvements for Commercial Property using proceeds from escrow
			(4,478,950)	Total Approved at this Board Meeting	
			65,648,189	Fund Balance After Transfer(s)	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Lawrence P. Strong, Director of Fiscal Services
DATE: May 16, 2019
SUBJECT: Consideration of Approval of Revised Authorized Signature List

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached Revised Authorized Signature List for Fiscal Year 2018-19.

OVERVIEW

In accordance with California legal code, the Board of Trustees may, via annual Board action, delegate its authority to named agents. Only the Board and/or those agents are authorized to commit the District to contracts, expenditure of funds, employment of personnel, and other legal actions.

ANALYSIS

The Authorized Signature List for Fiscal Year 2018-19 was approved in June 12, 2018 and went into effect July 1, 2018. The attached revision accounts for the resignation of Accounting Supervisor Kate Myers.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications connected with the approval of this item.



District Authorized Signature List, Revised

Presented for Approval on May 16, 2019

[v.5.1.2019.p.1|2]

Contracts, Agreements, and Memos of Understanding

Subject to Ratification by the
Board of Trustees
(no monetary limit)

- ♦ Bruce Baron, Chancellor
- ♦ Jose Torres, Executive Vice Chancellor
- ♦ Larry Strong, Director of Fiscal Services
- ♦ Steven J. Sutorus, Business Manager
- ♦ (Employment Only) Kristina Hannon, Executive Director, Human Resources

Travel Advances

- ♦ Bruce Baron, Chancellor
- ♦ Jose Torres, Executive Vice Chancellor

Revenue Clearing Bank Accounts

- ♦ Bruce Baron, Chancellor
- ♦ Jose Torres, Executive Vice Chancellor
- ♦ Larry Strong, Director of Fiscal Services
- ♦ Steven J. Sutorus, Business Manager
- ♦ Tenille Alexander, Accounting Manager
- ♦ ~~Kate Myers, Accounting Supervisor~~

Revolving Cash Bank Accounts

- ♦ Custodian: Jose Torres, Executive Vice Chancellor
- ♦ Larry Strong, Director of Fiscal Services
- ♦ Steven J. Sutorus, Business Manager
- ♦ Tenille Alexander, Accounting Manager
- ♦ ~~Kate Myers, Accounting Supervisor~~

Safe Deposit Box

- ♦ Jose Torres, Executive Vice Chancellor
- ♦ Larry Strong, Director of Fiscal Services
- ♦ Steven J. Sutorus, Business Manager

Bookstore, Cafeteria, Associated Students, Clubs & Trusts, Representation Fee, and Scholarship & Loan Bank Accounts

- ♦ Jose Torres, Executive Vice Chancellor
- ♦ Larry Strong, Director of Fiscal Services
- ♦ Steven J. Sutorus, Business Manager
- ♦ Tenille Alexander, Accounting Manager
- ♦ ~~Kate Myers, Accounting Supervisor~~

Financial Aid Bank Accounts

- ♦ Bruce Baron, Chancellor
- ♦ Jose Torres, Executive Vice Chancellor
- ♦ Larry Strong, Director of Fiscal Services
- ♦ Steven J. Sutorus, Business Manager
- ♦ Tenille Alexander, Accounting Manager
- ♦ ~~Kate Myers, Accounting Supervisor~~

District Orders for Commercial Warrants and Related Journal Entries

- ♦ Jose Torres, Executive Vice Chancellor
- ♦ Larry Strong, Director of Fiscal Services
- ♦ Tenille Alexander, Accounting Manager
- ♦ ~~Kate Myers, Accounting Supervisor~~



District Authorized Signature List, Revised Presented for Approval on May 16, 2019

[v.5.1.2019,p.2|2]

Payroll Orders and Related Journal Entries, and Voluntary Payroll Deductions (PAY620)

- ♦ *Jose Torres, Executive Vice Chancellor*
- ♦ *Larry Strong, Director of Fiscal Services*
- ♦ *Colleen Gamboa, Payroll Administrator*

Notices of Employment for Certificated, Classified, and Student and Temporary Employees

- ♦ *Bruce Baron, Chancellor*
- ♦ *Jose Torres, Executive Vice Chancellor*
- ♦ *Kristina Hannon, Executive Director, Human Resources*

Purchase Orders (no monetary limit)

- ♦ *Jose Torres, Executive Vice Chancellor*
- ♦ *Steven J. Sutorus, Business Manager*

Journal Entries (not authorized by District or Payroll Orders), Interfund Transactions, and Budget Transfers

- ♦ *Jose Torres, Executive Vice Chancellor*
- ♦ *Larry Strong, Director of Fiscal Services*
- ♦ *Tenille Alexander, Accounting Manager*
- ♦ ~~*Kate Myers, Accounting Supervisor*~~

Certify/Attest to Board Action

- ♦ *Bruce Baron, Chancellor*
- ♦ *Joseph Williams, Clerk of the Board*

Access to San Bernardino County Schools Computer Consortium System with Secure I.D. Token

- ♦ *Larry Strong, Director of Fiscal Services*
- ♦ *Steven J. Sutorus, Business Manager*
- ♦ *Tenille Alexander, Accounting Manager*
- ♦ ~~*Kate Myers, Accounting Supervisor*~~

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose Torres, Executive Vice Chancellor
PREPARED BY: Lawrence P. Strong, Director of Fiscal Services
DATE: May 16, 2019
SUBJECT: Consideration of Approval of Vacation Payout

RECOMMENDATION

It is recommended that the Board of Trustees approve payout of the following vacation time.

	# Days	Rate	Total
Keith Wurtz Vice President of Instruction, CHC	15.0	\$646.18	\$9,692.70
Colleen Gamboa Payroll Administrator	20.0	\$358.96	\$7,179.20
April Dale-Carter Director, Admissions & Records, SBVC	23.0	\$436.32	\$10,035.36
Paul Bratulin Director, Marketing/Public Relations, SBVC	24.0	\$410.54	\$9,852.96
Angel Rodriguez District Director/Marketing, Public Affairs & Government Relations	12.5	\$508.24	\$6,353.00
Lorrie Burnham Interim Dean of Science, SBVC	8.0	\$523.96	\$4,191.68

OVERVIEW

Based on legal opinion, the County of San Bernardino requires that the payout of vacation time to community college district administrative personnel be approved by its governing board.

ANALYSIS

This board item authorizes the payout of vacation to SBCCD administrative personnel.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Payment will be made from the appropriate funds.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Ernie Loera, Facilities Project Manager

DATE: May 16, 2019

SUBJECT: Consideration of Approval to Award Bid #03-1819-01 and Contract to R. Dependable Construction, Inc. of San Bernardino, CA

RECOMMENDATION

It is recommended that the Board of Trustees award Bid #03-1819-01 and contract to R. Dependable Construction, Inc. of San Bernardino, CA for the Print Shop Tenant Improvements project at Building 14 of CHC in the amount of \$1,172,600.00. This includes the base contract amount of \$1,066,000.00 as well as any and all change orders up to 10% approved by the Executive Vice Chancellor, as set forth in the original contract.

OVERVIEW

Building 14 served as the CHC Bookstore prior to being vacated. This building will now serve as the new space for SBCCD's Printing Services Department, which is currently located in a leased building at 1289 Bryn Mawr Avenue in Redlands, CA. In order for this to occur, Building 14 requires several upgrades, including structural, Americans with Disabilities Act, and fire/life safety.

ANALYSIS

A public bid opening was conducted on April 23, 2019 and the District received four bids. The lowest, most responsive three are listed below. An analysis of the bids received indicates that R. Dependable Construction is the lowest, most responsive bidder.

Vendor	Total Bid
R. Dependable Construction, Inc. of San Bernardino, CA	\$1,066,000.00
Three Peaks Corp of Calimesa, CA	\$1,321,873.00
Caliba, Inc. of Huntington Beach, CA	\$1,338,000.00

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The cost of this project is included in the Fund 435 Revenue Bond Construction budget.

CAMPUS DIRECTORY



Map not to scale

Updated: 6-8-15



ATM



Bus Stop



Nurse's Station



Police/Security



Visitor Parking



Parking Permits (Daily)

Parking permits/decals are required to park in all parking lots and on all college streets.

Daily parking permits available in all lots.

Parking in disabled stalls requires a valid California disabled placard and a valid SBCCD parking permit/decal.



Smoking Areas

This is a smoke-free campus smoking in non-designated areas or buildings may result in the issuance of a citation (Board Policy #3570; Government Code #7597)

District Police (909) 389-3275

1	MAINTENANCE & OPERATIONS/ SHIPPING & RECEIVING	M&O
2	CHILD DEVELOPMENT CENTER	CDC
3	CRAFTON HALL	CHL
4	CLOCK TOWER BUILDING	CTB
5	WEST COMPLEX	WEST
6	CRAFTON CENTER	CCR
	Admissions & Records	
	Counseling	
	Disabled Student Services	
	EOPS	
	Financial Aid	
7	STUDENT SUPPORT BUILDING	SSB
	Health & Wellness Center	
8	LEARNING RESOURCE CENTER	LRC
9	PERFORMING ARTS CENTER	PAC

10	CENTRAL COMPLEX 1	CNTL 1
	POLICE (LADM 153)	
11	CENTRAL COMPLEX 2	CNTL 2
12	CANYON HALL	CYN
13	VISUAL ARTS	ARTS
14	EAST COMPLEX 1	EAST 1
15	EAST COMPLEX 2	EAST 2
16	PUBLIC SAFETY & ALLIED HEALTH	PSAH
17	GYMNASIUM	GYM
18	NORTH COMPLEX	NRTH
19	KINESIOLOGY, HEALTH EDUCATION & AQUATICS COMPLEX	KHA
20	ATHLETIC FIELD	AF
21	TENNIS COURTS	TC-CRTS

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Gloria Macías Harrison, Chair, Board of Trustees Budget Committee
PREPARED BY: Jose Torres, Executive Vice Chancellor
DATE: May 16, 2019
SUBJECT: Consideration of Approval to Award RFQP #2019-02 and Contract to AECOM Technical Services, Inc. of Ontario CA

RECOMMENDATION

It is recommended that the Board of Trustees award RFQP #2019-02 and contract to AECOM Technical Services, Inc. of Ontario CA in an amount not to exceed \$8,980,824 inclusive of reimbursables, over a period of five years.

OVERVIEW

Since receiving voter approval in November 2018 of the \$470 million Bond Measure CC, SBCCD staff has worked diligently to develop a strategic plan of implementation. The Board has delegated to the Board of Trustees Budget Committee (BBC) the task of performing research on its behalf regarding the implementation and operation of bond measures. In turn, the BBC has reviewed these efforts, including the development of an organization plan, an implementation timeline, and the request for qualification/proposal process to identify and select a bond program manager.

ANALYSIS

A request for qualification and proposal was conducted to which four firms responded. Based on qualifications, areas of expertise, and responses to the questionnaire, all four firms received prequalification and submitted proposals. Through an analysis of the proposals received and a committee-based interview process, AECOM was identified as the firm best suited to meet the needs of SBCCD.

The BBC, as part of its charge to perform research on behalf of the Board regarding the implementation and operation of bond measures, has reviewed these efforts and has agreed with this recommendation.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The cost of this contract will be included in the Fund 445 Measure CC budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: May 16, 2019

SUBJECT: Adopt Resolutions to Grant Excused Absence and Pay Trustees

RECOMMENDATION

It is recommended that the Board of Trustees adopt the resolutions to grant the excused absences and pay Trustees as if in attendance at said meeting.

Trustee	Meeting	Amount
Frank Reyes	4/18/19 Study Session	\$200.00
Dr. Stephanie Houston	4/18/19 Study Session	\$200.00

OVERVIEW

Education Code 72024 provides that a member may be paid for any meeting when absent if the board, by resolution duly adopted and included in its minutes, finds that, at the time of the meeting, he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board.

INSTITUTIONAL VALUES

IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the budget.

**RESOLUTION
TO GRANT EXCUSED ABSENCE AND PAY TRUSTEE FOR MEETING
ATTENDANCE**

WHEREAS, the members of the Board of Trustees of the San Bernardino Community College District receive compensation for attendance at meetings of the Board in accordance with provisions of Education Code Section 72024; and

WHEREAS, Education Code 72024 provides that a member may be paid for any meeting when absent if the Board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was ill or the absence was due to a hardship deemed acceptable by the Board or due to district business; and

WHEREAS, the Board finds that the absence of Trustee Houston from the meeting on April 18, 2019 was due to a hardship; and

WHEREAS, this resolution will constitute action to grant an excused absence of Trustee Houston.

NOW, THEREFORE, BE IT RESOLVED that Trustee Houston shall be paid as if in attendance at said meeting.

ADOPTED this 16th day of May 2019.

Bruce Baron
Chancellor and Secretary

**RESOLUTION
TO GRANT EXCUSED ABSENCE AND PAY TRUSTEE FOR MEETING
ATTENDANCE**

WHEREAS, the members of the Board of Trustees of the San Bernardino Community College District receive compensation for attendance at meetings of the Board in accordance with provisions of Education Code Section 72024; and

WHEREAS, Education Code 72024 provides that a member may be paid for any meeting when absent if the Board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was ill or the absence was due to a hardship deemed acceptable by the Board or due to district business; and

WHEREAS, the Board finds that the absence of Trustee Reyes from the meeting on April 18, 2019 was due to a hardship; and

WHEREAS, this resolution will constitute action to grant an excused absence of Trustee Reyes.

NOW, THEREFORE, BE IT RESOLVED that Trustee Reyes shall be paid as if in attendance at said meeting.

ADOPTED this 16th day of May 2019.

Bruce Baron
Chancellor and Secretary

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: May 16, 2019

SUBJECT: Consideration to Approve Conference Attendance

RECOMMENDATION

It is recommended that the Board of Trustees approve the requests for Conference Attendance.

OVERVIEW

Individual requests are submitted to fund expenses related to conference expenses planned for the colleges and district office.

ANALYSIS

Faculty and staff attend conferences to obtain updated information on policies and procedures in their fields. In addition, conference attendance provides professional growth and staff development.

INSITUTIONAL VALUES

IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the budget.

**San Bernardino Community College District
Conference Attendance**

Site: District

Department: BOT

Conference Name: IFTF Foresight Training

Travel Dates: 6/26/2019 - 6/29/2019

City, State: Palo Alto, CA

Estimated Cost Per Person: \$8,000.00

Funding Source: Board of Trustees General Fund

Name: Joseph Williams

Purpose: To learn the necessary tools and techniques to intuit change, communicate vision, build capacity, and lead organizations confidently into the future. The Foresight Training is an immersive learning experience created for individuals, teams, and organizations committed to developing and expanding their capacity for foresight.

Site: District

Department: Chancellor

Conference Name: Jack Scott Fundraising Institute (JSFI) Workshop

Travel Dates: 6/27/2019 - 6/28/2019

City, State: Claremont, CA

Estimated Cost Per Person: \$1,900.00

Funding Source: Chancellor's Office General Fund

Name: Bruce Baron

Purpose: Two-day professional leadership developmental program focusing on community college fund-raising best practices and strategies, establishing corporate partnerships, and techniques to building a comprehensive and successful institutional advancement program. The workshop will provide strategies for fundraising for the SBVC campus.

Site: District
Department: District Support Services/HR
Conference Name: Myers Briggs Training Institute Certification Program
Travel Dates: 4/15/2019 - 4/18/2019
City, State: San Francisco, CA
Estimated Cost Per Person: \$3,900.00
\$4,445.50
Funding Source: HR General Fund

Name: Jose Torres

Purpose: To become certified to administer and interpret the MBTI personality assessment test and be able to disseminate that knowledge to District leadership. This is the most widely used personality assessment tool in the world and is known to improve employee performance, helping individuals better understand themselves and others.

Ratification due to actual hotel and transportation costs exceeding original estimate.

Site: CHC
Department: Office of Instruction
Conference Name: Partners in Excellence 2019 ACCJC Conference
Travel Dates: 4/28/2019 - 5/3/2019
City, State: Burlingame, CA
Estimated Cost Per Person: \$3,608.00
Funding Source: Dull Enrollment Categorical Funding

Name: Keith Wurtz

Purpose: This conference will feature multiple formats for learning including plenary sessions, ALO and New Peer Reviewer training, and 60 minute concurrent sessions from institutions who hold accreditation by ACCJC, by other regional accreditors, and constituents who represent an established higher education organization.

The cost of the hotel is higher than originally estimated. This conference was previously board approved for \$2500.00 on April 11, 2019.

Site: CHC
Department: Student Services
Conference Name: Advocacy Day
Travel Dates: 5/2/2019 - 5/2/2019
City, State: Sacramento, CA
Estimated Cost Per Person: \$2,076.00
Funding Source: Student Representative Fee Account

Name: Ericka Paddock

Purpose: Support and gather information of AB302, information on promoting and safeguarding current and future students to California public higher education.

CHC Student Senate did not learn about Advocacy Day until after the board deadline and paperwork was not submitted on time.

Site: CHC
Department: Respiratory Care
Conference Name: CSRC 2019 Annual Conference
Travel Dates: 6/4/2019 - 6/6/2019
City, State: Temecula, CA
Estimated Cost Per Person: \$1,200.00
Funding Source: Perkins Categorical Funding

Name: Daniel Rojas

Purpose: To increase knowledge applicable towards the Respiratory Care program, faculty and students.

Site: CHC
Department: Administrative Services
Conference Name: Design Build Institute America - Certification Workshop
Travel Dates: 6/17/2019 - 6/19/2019
City, State: Ontario, CA
Estimated Cost Per Person: \$1,500.00
Funding Source: Maintenance General Fund, Administrative Services General Fund

Name: Lawrence Cook, Mike Strong

Purpose: Measure CC bond construction projects may use a project alternative delivery approach (Design, Build) that avoids many of the problems with the traditional Design, Bid, Build process of project delivery. This workshop informs and teaches how to execute aspects of this process successfully. As part of the CHC facilities construction team, in depth understanding of DB is vital to the success of the campus construction projects.

Site: CHC
Department: SINS
Conference Name: 2019 HxA Annual Conference
Travel Dates: 6/19/2019 - 6/22/2019
City, State: New York, NY
Estimated Cost Per Person: \$1,301.00
Funding Source: Student Equity Categorical Fund

Name: Jimmy Urbanovich

Purpose: Scholar's backgrounds and commitments are insufficiently diverse. Important questions and ideas may go unexplored, key assumptions can go unchallenged and the natural human tendencies towards motivated reasoning and confirmation bias can go unchecked. This conference will address these issues.

Site: CHC
Department: EMS
Conference Name: Level 2 Instructor Course
Travel Dates: 6/26/2019 - 6/28/2019
City, State: Monterey Park, CA
Estimated Cost Per Person: \$1,021.00
Funding Source: Strong Workforce Categorical Funding

Name: Dustin Patchen

Purpose: The NAEMSE Instructor Course Level 2 is designed and developed to provide educators and program directors with the tools and information needed to further build their leadership and mentoring skills, program evaluation abilities, and lesson planning management.

Site: CHC
Department: Foundation and Administration
Conference Name: Jack Scott Fundraising Institute
Travel Dates: 6/27/2019 - 6/28/2019
City, State: Claremont, CA
Estimated Cost Per Person: \$2,000.00
Funding Source: CHC Foundation

Name: Kevin Horan, Michelle Riggs

Purpose: This is a two day professional leadership development program focusing on community college fund-raising best practices and strategies, establishing corporate partnerships, and techniques to building a comprehensive and successful institutional advancement program.

Site: CHC
Department: Instruction and Student Services
Conference Name: 2019 Curriculum Institute
Travel Dates: 7/10/2019 - 7/13/2019
City, State: Burlingame, CA
Estimated Cost Per Person: \$2,246.00
Funding Source: Student Equity Categorical Fund

Name: Gwen DiPonio, Kristina Heilgeist, Keith Wurtz

Purpose: The institute will cover a multitude of curriculum issues including the implementation of AB-702, Title 5 changes, the Student Centered Funding Formula, Guided Pathways, noncredit, TE, and much more,

Site: CHC
Department: Letters, Arts and Math
Conference Name: California Acceleration Project Community of Practice
Travel Dates: 7/12/2019 - 7/14/2019
City, State: Riverside, CA
Estimated Cost Per Person: \$1,015.00
Funding Source: Guided Pathways categorical funding

Name: Isidro Zepeda

Purpose: The California Acceleration Project (CAP) is the driving force behind AB705 changes. Conference participation ensures that instructors are gaining first-hand experience and knowledge for student success.

Site: CHC
Department: Office of Instruction, Administration
Conference Name: 2019 Enrollment Management Academy
Travel Dates: 7/15/2019 - 7/18/2019
City, State: Claremont, CA
Estimated Cost Per Person: \$1,595.00
Funding Source: IEPI funds

Name: Kelli Dower, Kevin Horan, William Muse, Mike Strong, Keith Wurtz

Purpose: Conference addresses enrollment management and forecasting assistance. This year will cover the new Student Centered Funding formula (SCFF) as well as strategies to maximize funding under each SCFF category.

Site: Police Department
Department: Police Department
Conference Name: Field Training Program-Supervisors
Travel Dates: 6/2/2019 - 6/5/2019
City, State: La Quinta , CA
Estimated Cost Per Person: \$1,800.00
Funding Source: General

Name: Blake Bonnet

Purpose: Role of the field training manager, developing a sound selection process, legal mandates, legal and liability issues

Site: SBVC
Department: RTVF
Conference Name: Society for Cinema and Media Studies (SCMS) Annual Conference
Travel Dates: 3/12/2019 - 3/16/2019
City, State: Seattle, WA
Estimated Cost Per Person: \$1,160.00
Funding Source: Professional Development General Funds

Name: Lucas Cuny

Purpose: This activity will allow the department's full-time faculty to learn about other education models for cinema and media, as well as increase university partnerships and collaborations. This activity will benefit the district with international exposure for the program, e.g., current international student film festival.

RATIFICATION. This is being ratified as this conference request was inadvertently left off of the February board meeting agenda.

Site: SBVC

Department: President's Office

Conference Name: Hispanic Association of Colleges and Universities (HACU) 13th International Conference

Travel Dates: 4/30/2019 - 5/5/2019

City, State: San Juan, Puerto Rico

Estimated Cost Per Person: \$3,323.85

Funding Source: President's Office General Funds and EEO Fund

Name: Diana Rodriguez

Purpose: Offers an exceptional opportunity to discuss the latest trends, model programs and cutting-edge research on international higher education. Conference will attract an internationally renowned roster of keynote speakers and an extraordinary gathering of participants representing higher education, government, business, community and philanthropic sectors. Ms. Rodriguez will attend as a representative for SBVC/SBCCD.

AMENDMENT: This item was previous board approve on 2/21/19 and being amended to reflect additional funding source of EEO fund.

Site: SBVC

Department: Athletics

Conference Name: California Community College Athletic Directors Association Meeting

Travel Dates: 6/4/2019 - 6/6/2019

City, State: Tahoe, NV

Estimated Cost Per Person: \$785.91

Funding Source: Athletics Trust Account

Name: Dave Rubio

Purpose: During this conference, they will discuss state legislation and will attend Title IX workshops. The attendee will learn about NCAA trends and will be part of future policy making activities.

Site: SBVC
Department: President's Office
Conference Name: Community College League of California (CCLC) 2019 CEO Leadership Academy
Travel Dates: 6/6/2019 - 6/9/2019
City, State: Tahoe City, CA
Estimated Cost Per Person: 2,231.43
Funding Source: President's Office General Funds

Name: Diana Z. Rodriguez

Purpose: Designed specifically to address the unique challenges and opportunities confronted by leaders of CCC while creating a professional cohort through building relationships with colleagues that will prove beneficial for year to come. Participation will increase understanding of your own approach to leadership while gaining practical knowledge in Board/CEO relations, finance/enrollment management, resource development/fundraising, and issues critical to success.

Site: SBVC
Department: Research, Planning & Institutional Effectiveness
Conference Name: Summer Evaluation Institute 2019
Travel Dates: 6/8/2019 - 6/12/2019
City, State: Atlanta, GA
Estimated Cost Per Person: \$1,665.84
Funding Source: Professional Development General Fund

Name: James Smith

Purpose: The conference offers a wide range of topics, from quality improvement to computer mapping (GIS) applications to strategies for evaluating programs that serve youth. Provides activities to sharpen skills and practices on a variety of topics and create new connections in the field.

Site: SBVC
Department: Counseling
Conference Name: 2019 Summer Learning Institute
Travel Dates: 6/10/2019 - 6/14/2019
City, State: Irvine, CA
Estimated Cost Per Person: \$4,500.00
Funding Source: Student Success and Support Program Categorical Fund

Name: Sandra Blackman and Kathy Kafela

Purpose: Staff will engage in best practices and learn how to integrate core Umoja practices with particular college mission, goals and strategies plan. The Umoja Conference will enhance the educational curriculum and cultural experiences provided to African American.

Site: SBVC

Department: Office of Student Life

Conference Name: 2019 California
Community College Student Affairs
Association (CCCSAA) Professional
Development Conference

Travel Dates: 6/12/2019 - 6/14/2019

City, State: Sacramento, CA

Estimated Cost Per Person: \$1,500.00

Funding Source: Student Life Trust Fund;
Associated Student Government Trust Fund;
Student Equity Categorical Fund

Name: Raymond Carlos

Purpose: Staff will participate in training to increase the social and cultural competencies of individuals. As a consortium partner, the benefit is to continually be equipped to lead dialog/sessions and promote learning.

Site: SBVC

Department: Foster Kinship Care

Conference Name: Annual Education
Conference-Navigating the Future

Travel Dates: 6/12/2019 - 6/15/2019

City, State: Garden Grove, CA

Estimated Cost Per Person: \$1,043.19

Funding Source: Student Equity Categorical
Fund

Name: Karen Dixon

Purpose: The conference brings relevant quality learning opportunities to all caregivers in the foster care system as well as staff and other professional working with these families and children they serve. Staff will increase skill level of trainers in the program to better prepare parents, increase opportunity for youth in foster care to come to SBVC improving educational outcomes.

Site: SBVC
Department: Development & Community Relations and VPAS Office
Conference Name: Classified Leadership Institute (CLI)
Travel Dates: 6/12/2019 - 6/15/2019
City, State: Tahoe City, CA
Estimated Cost Per Person: \$1,675.00
Funding Source: Guided Pathways Categorical Funds

Name: Phylicia Sanchez and Judy Rodriguez

Purpose: This annual conference brings Classified Professionals across the state to share their tools, models, and accomplishments that lead participants to increase their confidence, enhance professional skills, and knowledge of our California Community Colleges.

Site: SBVC
Department: Science and Mathematics
Conference Name: Academic Senate of the California Community Colleges (ASCCC) Faculty Leadership Institute
Travel Dates: 6/13/2019 - 6/15/2019
City, State: Sacramento, CA
Estimated Cost Per Person: \$1,300.00
Funding Source: Academic Senate General Fund

Name: Jennifer Bjerke and Bethany Tasaka

Purpose: The value of this activity is faculty training regarding the rules and policies pertaining to participation in Academic Senate. This will increase or maintain faculty who are prepared to lead Academic Senate in accordance with policy.

Site: SBVC
Department: Arts and Humanities
Conference Name: Online Teaching Conference
Travel Dates: 6/17/2019 - 6/19/2019
City, State: Anaheim, CA
Estimated Cost Per Person: \$1,022.00
Funding Source: Basic Skills Categorical Fund

Name: Kay Weiss

Purpose: This conference will help gain insight into current best practices related to online teaching and learning. These will be brought back to campus, and implemented into the classroom environment, which will benefit student success.

Site: SBVC
Department: Counseling
Conference Name: 2019 CollegeSource
Annual Conference
Travel Dates: 6/17/2019 - 6/20/2019
City, State: San Diego, CA
Estimated Cost Per Person: \$3,000.00
Funding Source: Student Success and Support
Program Categorical Fund

Name: Michelle Tinoco

Purpose: Staff will participate both technical and functional in-depth training on academic planning, transfer information and solutions and it will provide the opportunity to connect and collaborate with other users and CollegeSource staff. Workshops will provide staff with the knowledge and resources to enhance our student services towards a degree and/or transfer.

**San Bernardino Community College District
Conference Attendance**

Site: SBVC
Department: President's Office
Conference Name: Jack Scott Fundraising
Institute (JSFI) Workshop
Travel Dates: 6/27/2019 - 6/28/2019
City, State: Claremont, CA
Estimated Cost Per Person: \$1,879.51
Funding Source: President's Office General
Funds

Name: Dina Humble, Nick Nazarian, Diana Z. Rodriguez and Scott Thayer

Purpose: Two-day professional leadership developmental program focusing on community college fund-raising best practices and strategies, establishing corporate partnerships, and techniques to building a comprehensive and successful institutional advancement program. The workshop will provide strategies for fundraising for the SBVC campus.

Site: SBVC
Department: Academic Success & Learning Services
Conference Name: Middle College National Consortium (MCNC) Summer Professional Development Institute
Travel Dates: 6/27/2019 - 7/1/2019
City, State: Jersey City, NJ
Estimated Cost Per Person: \$3,100.00
Funding Source: Middle College Chancellors Grant Fund

Name: Patty Quach and Kimberly Wingson

Purpose: The value of this activity will provide attendees with the latest trends, ideas and practices. The counselor will bring back vital information that will enhance our programs.

Site: SBVC
Department: English
Conference Name: 2019 Curriculum Institute
Travel Dates: 7/9/2019 - 7/13/2019
City, State: San Francisco, CA
Estimated Cost Per Person: \$2,704.69
Funding Source: Academic Senate General Fund and President's Office General Fund

Name: Mary Copeland

Purpose: Attendee will receive updates and information regarding current curriculum statutes and laws and will allow the Curriculum Co-Chair to be better informed and able to assist the Curriculum Committee.

Site: SBVC
Department: Counseling
Conference Name: 2019 Academic Senate for California Community Colleges (ASCCC) Curriculum Institute Conference
Travel Dates: 7/10/2019 - 7/13/2019
City, State: San Francisco, CA
Estimated Cost Per Person: \$3,000.00
Funding Source: Student Success and Support Program Categorical Fund

Name: Janice Wilkins

Purpose: Staff will receive direct training and guidance to ensure compliance with state-wide transfer curriculum mandates and processes (AB 705, Associate Degree for Transfer, C-ID, Guided Pathways, etc.). They will increase a knowledge base on important state-wide curriculum topics that pertain to Articulation Officers and Curriculum Committee members.

Site: SBVC

Department: Office of Student Life

Conference Name: Donald D. Gehring
Academy - Association for Student Conduct
Administration

Travel Dates: 7/20/2019 - 7/25/2019

City, State: Indianapolis, IN

Estimated Cost Per Person: \$2,000.00

Funding Source: Student Life Trust Fund;
Associated Student Government Trust Fund;
Student Equity Categorical Fund

Name: Raymond Carlos

Purpose: Staff will learn through a competency-based model through multiple tracks that have been designed to address specific needs. They will build on continual leadership development in the area of student conduct, student activities/organizations and student leadership development.

Site: SBVC

Department: First Year Experience

Conference Name: Higher Education Summit
for Women

Travel Dates: 9/19/2019 - 9/21/2019

City, State: Cleveland, OH

Estimated Cost Per Person: \$1,215.00

Funding Source: Student Equity Categorical
Fund

Name: Sharaf Williams

Purpose: Staff will be learn how to equip women in higher education with tools, relationships and confidence to thrive personally and professionally; steps towards diversifying leadership in higher education. They will develop skills on how to become strong woman in leadership; mentor team to be the best possible.

Site: SBVC
Department: Counseling and Student Equity and Success Division
Conference Name: Hispanic Association of Colleges and Universities (HACU) 33rd Annual Conference
Travel Dates: 10/3/2019 - 10/8/2019
City, State: Chicago, IL
Estimated Cost Per Person: \$5,500.00
Funding Source: Student Success and Support Program Categorical Fund and Student Equity Categorical Fund

Name: Marco Cota and Maria Del Carmen Rodriguez

Purpose: Staff will participate in a unique forum for the sharing of information and ideas for the best and most promising practices in the education of Hispanics. To showcase successful programs; promote and expand partnerships and strategic alliances; foster and identify graduate education opportunities; deliberate policy issues; promote greater Hispanic participation in scholarships; and discuss emerging trends.

Site: Empire Network
Department: KVCR/FNX
Conference Name: PBS Annual Meeting
Travel Dates: 5/27/2019 - 6/1/2019
City, State: Nashville, TN
Estimated Cost Per Person: \$3,000.00
Funding Source: FNX San Manuel Grant

Name: Frank Blanquet

Purpose: This conference was board approved on 4/11/19. Frank Blanquet will be conducting an interview with the Native American Indian Association of Tennessee on May 27th so it is necessary to add an additional travel date to Frank's itinerary.

Site: Empire Network
Department: KVCR/FNX
Conference Name: PBS Annual Meeting
Travel Dates: 5/28/2019 - 6/1/2019
City, State: Nashville, TN
Estimated Cost Per Person: \$3,000.00
Funding Source: FNX San Manuel Grant

Name: Lillian Vasquez and Anthony Papa

Purpose: Lillian Vasquez will be key in overseeing the booth activities including a performance by a musician.

Site: Empire Network
Department: KVCR/FNX
Conference Name: 2019 Native Broadcast Summit
Travel Dates: 4/22/2019 - 4/26/2019
City, State: Chandler, AZ
Estimated Cost Per Person: \$2,200.00
Funding Source: FNX San Manuel Grant

Name: Frank Blanquet and Isel Cuapio

Purpose: Expand efforts for additional FNX News programming by Frank attending this summit on the Gila Reservation.

This invitation was given to Frank Blanquet while in attendance at the NIGA conference in San Diego last week.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: May 16, 2019

SUBJECT: Consideration to Approve District/College Expenses

RECOMMENDATION

It is recommended that the Board of Trustees approve the requests for District/College Expenses as required by Administrative Procedure 6925.

OVERVIEW

AP 6925 requires the Board of Trustees to authorize the expenditure of funds related to various functions planned for the colleges and district office.

For meetings or trainings attended only by employees and/or currently enrolled students are authorized for up to a total \$500 for that meeting or training. Expenditures in excess of \$500 require Board approval prior to the meeting or training.

For meetings or training attended by employees, currently enrolled students, and by one or more non-employees and/or non-students of the District, are authorized for up to \$100. Expenditures in excess of a total \$100 for that meeting or training require Board approval prior to the meeting or training.

Events are defined as activities in which non-employees and/or non-students will be or can be attending and/or participating (e.g. job fair, holiday event, recruitment event); or is on a large enough scale to be considered neither a meeting nor training. Any refreshments and/or meals for an event require Board approval prior to the event.

INSTITUTIONAL VALUES

IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the budget.

**San Bernardino Community College District
District & College Expenses**

Site: SBVC

Event: Open Educational Resource / Zero
Textbook Cost (OER/ZCT) Summit

Date of Event: 3/29/2019

Item Being Purchased: Refreshments, continental breakfast and lunch buffet. Sponsored by the OER Committee, faculty and administrators from SBVC and regional community colleges will attend this summit. Anticipated attendance is 75 faculty, administrators and members of other community colleges. Faculty member Jennifer Bjerke will be overseeing this event.

Total Estimated Cost: \$ 2850

Funding Source: Textbook Affordability Program AB798 Funding and Zero Text Cost Degree Grant Funds

RATIFICATION: This event was planned using grant funds from the state. Due to the delay in the grant being funded and a transition in staffing, alternative funds were used, which resulted in the need for the ratification.

Site: SBVC

Event: Migrant Parent Summit

Date of Event: 5/4/2019

Item Being Purchased: Meals, contracts and supplies Sponsored by Student Equity & Success and Co Sponsored by Counseling & Matriculation and Educational Opportunities Help Desk. Student Equity & Success Division will join in with others to host the Migrant Parent Summit. The purpose of the event is to inform the community, parents, students and staff on new policies, programs and opportunities at San Bernardino Valley College. Anticipated attendance will be 300 community members, students, staff and faculty. Carmen Rodriguez and Marco Cota will serve as staff advisors.

Total Estimated Cost: \$ 8000

Funding Source: Student Equity & Success Categorical Fund

RATIFICATION/AMENDMENT: The item was previously board approved at the 4/11/2019 meeting. The item is being amended to reflect a date change from April 20, 2019 to May 4, 2019.

**San Bernardino Community College District
District & College Expenses**

Site: SBVC
Event: SBVC Retirement Party
Date of Event: 5/6/2019

Item Being Purchased: Refreshments, cake, and Award Plaques Hosted by SBVC President's Office, a farewell reception for 10 employees who are retiring. Anticipated attendance is approximately 250 faculty, staff, administrators, retirees and guests.

Total Estimated Cost: \$ 1300

Funding Source: President's Office General Fund

RATIFICATION: Item being ratified and submitted to next board date for approval, due to a vacancy position within office in which item was not submitted prior to event date for board approval.

Site: SBVC
Event: STEM (Science, Technology, Engineering & Math) Recognition Ceremony
Date of Event: 5/17/2019

Item Being Purchased: Appetizers, desserts, party supplies; balloons, table cloths and giveaways such as thank you gifts for the guest speakers. Sponsored by the Student Success Center, this event is being planned to acknowledge the work of the STEM students. Anticipated attendance is 150 faculty, staff and students.

Total Estimated Cost: \$ 1000

Funding Source: Student Success Center General Fund

Site: SBVC
Event: Work Experience Faculty Focus Group
Date of Event: 5/17/2019

Item Being Purchased: Food and Refreshments. Sponsored by the Academic Success and Learning Services Division, Work Experience Adjunct Faculty will be invited to this focus group meeting to discuss the Work Experience courses they taught in Spring 2019. The goal is to gain feedback and identify areas in which the program can be improved. Anticipated attendance is 95 students and staff.

Total Estimated Cost: \$ 200

Funding Source: Academic Success and Learning Services General Funds

**San Bernardino Community College District
District & College Expenses**

Site: SBVC
Event: Black Graduation Recognition Ceremony (Black Grad)
Date of Event: 5/17/2019

Item Being Purchased: Meals, refreshments, rentals, giveaways and supplies Sponsored by Black Faculty and Staff Association to celebrate the success and achievement of students graduating. Anticipated attendance is 500 students, faculty, staff, and community members. Leslie Gregory will serve as an advisor.
Total Estimated Cost: \$ 4000
Funding Source: Black Faculty & Staff Association Fund and Diversity General Fund

Site: SBVC
Event: Nuestra Graduacion
Date of Event: 5/19/2019

Item Being Purchased: Supplies and decorations. Sponsored by the Office of Student Life and Co-sponsored by Arts, Lecture and Diversity. An all-district post celebration in recognition of student success which promotes recruiting of future students. Anticipated attendance is 1000 students, staff, community members and faculty. Amelia Gonzales and Ernest Guillen will serve as advisors.
Total Estimated Cost: \$ 500
Funding Source: Diversity General Fund

Site: SBVC
Event: Middle College High School Senior Luncheon
Date of Event: 5/21/2019

Item Being Purchased: Food and Refreshments Sponsored by the Middle College High School Chancellor's Grant, this event will provide an opportunity for graduating Middle College High School students to listen to the encouragements and advice of recent graduates which may help them transition to college life. Anticipated attendance is 95 students and staff.
Total Estimated Cost: \$ 1300
Funding Source: Middle College High School Chancellor's Grant Funds

**San Bernardino Community College District
District & College Expenses**

Site: SBVC

Event: Financial Aid Awareness

Date of Event: 5/21/2019

Item Being Purchased: Meals Sponsored by the Financial Aid department this event to bring student awareness of filing a FAFSA application early. Anticipated attendance is 430 students and staff. Krista Ornelas-Mora and financial aid staff will serve as staff advisors.

Total Estimated Cost: \$ 3298.14

Funding Source: Financial Aid General Fund

Site: SBVC

Event: Naming Ceremony

Date of Event: 5/22/2019

Item Being Purchased: Meals, Refreshments and Promotional Items Sponsored by Tumaini who will host an end of the year celebration to recognize student accomplishments. Anticipated attendance is 75 students, staff and faculty. Kathy Kafela, Daniele Smith and Sandra Blackman will serve as advisors.

Total Estimated Cost: \$ 4000

Funding Source: Tumaini Trust Fund

Site: SBVC

Event: Mentor Training

Date of Event: 5/28/19-06/06/19

Item Being Purchased: Meals and supplies Sponsored by Student Equity & Success and Co Sponsored by First Year Experience, the departments will provide training for students serving as mentors for the college promise program. The purpose of the training is to better equip our mentors with skills to help incoming students succeed. Anticipated attendance is 17 students and 3 staff members. Carmen Rodriguez and Sharaf Williams will serve as advisors.

Total Estimated Cost: \$ 2000

Funding Source: Student Equity & Success Categorical Fund

**San Bernardino Community College District
District & College Expenses**

Site: SBVC
Event: Super Saturday
Date of Event: 06/01/19, 11/09/19

Item Being Purchased: Advertising, refreshments and supplies. This one-stop event permits potential students in the mountain communities to register, complete assessments, meet with financial aid and counseling without having to come to campus. Anticipated attendance is 40 potential students.

Total Estimated Cost: \$ 1210

Funding Source: Off Campus Programs General Funds

Site: SBVC
Event: Classified Connection Week
Date of Event: 06/03/19-06/06/19

Item Being Purchased: Meals and refreshments Sponsored by SBVC Professional Development, this week-long event will include speaker presentation, workshops, socials, and group activities for classified staff. Breakfast, lunch and an ice cream social will be served. Anticipated attendance is 125 classified staff.

Total Estimated Cost: \$ 3520.22

Funding Source: President's Office General Fund

Site: SBVC
Event: Region 9 CEO Meeting
Date of Event: 6/17/2019

Item Being Purchased: Refreshments and Table Linens Sponsored by the President's office, the President is hosting the breakfast/luncheon for the Region 9 CEO meeting. This meeting for the CEO's/President's within Region 9 meet to collaborate and address issues or concerns within the Community Colleges. Anticipated attendance is approximately 16 CEO's and President's.

Total Estimated Cost: \$ 400

Funding Source: President's Office General Funds

**San Bernardino Community College District
District & College Expenses**

Site: SBVC

Event: Promise Plan Parent/ Student Orientation

Date of Event: 06/18/19-06/20/19

Item Being Purchased: Refreshments and supplies Sponsored by Student Equity & Success and Co Sponsored by First Year Experience, the departments will host Parent Orientation nights to cover information on the District College Promise program. The purpose is to inform the parents and students who will be attending SBVC in the fall and involved in the program of upcoming dates and requirements. Anticipated attendance is 200 guests per night. Carmen Rodriguez and Sharaf Williams serve as advisors

Total Estimated Cost: \$ 9000

Funding Source: Student Equity & Success Categorical Fund

Site: SBVC

Event: SBVC All Quarterly Secretaries Meeting

Date of Event: 6/20/2019

Item Being Purchased: Refreshments and linen Breakfast served at SBVC All Quarterly Secretaries meeting held at SBVC in the President's conference room, ADSS-207. All SBVC Secretaries attend the meeting which provides training sessions on secretary related tasks, any updates on campus processes or revision, etc. Anticipated attendance is approximately 42 secretaries from the varies offices at SBVC.

Total Estimated Cost: \$ 500

Funding Source: President's Office General Funds

Site: SBVC

Event: SBCCD 2nd Annual All Secretaries Day

Date of Event: 6/27/2019

Item Being Purchased: Refreshments Sponsored by Chancellor and President's at CHC and SBVC, this 2nd Annual SBCCD All Secretaries Day is being held at the District site in the board room. All secretaries at all sites will participate in a team building exercise to promote a team concept amongst the SBCCD secretaries group. Luncheon will be provided for the group on this day. Anticipated attendance is approximately 72 secretaries from the various sites of SBCCD.

Total Estimated Cost: \$ 1193.64

Funding Source: SBVC President's General Fund and CHC President's General Funds

**San Bernardino Community College District
District & College Expenses**

Site: CHC
Event: Advocacy Day
Date of Event: 5/2/2019

Item Being Purchased: Transportation and meals for nine students and one chaperone to participate in Advocacy Day, sponsored by the Student Senate for California Community Colleges. Students are going to the State Capitol to advocate on behalf of all California community college students to cover the whole cost of attendance financial aid, not just the cost of tuition. They will support and gather information on SB291 and AB302 on promoting and safeguarding current and future students to California public higher education.
Total Estimated Cost: \$ 2076
Funding Source: Student Representative Fee Account
CHC Student Senate did not earn about this event until after the board deadline to submit timely.

Site: CHC
Event: Bay Area Honors Research Symposium
Date of Event: 5/3/19-5/4/19

Item Being Purchased: Transportation, lodging, and meals for one student and one chaperone to attend the Bay Area Honors Research Symposium at Stanford University. This elite annual conference provides an opportunity for Honors students to present their original research and connect with other researchers.
Total Estimated Cost: \$ 626
Funding Source: Honors General Fund
Student was notified of acceptance to the Symposium after the board deadline.

Site: CHC
Event: CHC Retirement Reception
Date of Event: 5/9/19

Item Being Purchased: Awards for retirees for CHC at Retirement Reception including engraving. Items to be picked up at the Trophy Store.
Total Estimated Cost: \$ 900
Funding Source: Campus President General Fund
It was decided to present these awards after the April board deadline.

**San Bernardino Community College District
District & College Expenses**

Site: CHC
Event: Arrowhead Regional Medical Center -
Department of Radiology Information and Tour
Date of Event: 5/17/2019

Item Being Purchased: Lunch for 9 students and two chaperones to visit ARMC to tour radiology and respiratory care departments for students interested in those fields.
Total Estimated Cost: \$ 110
Funding Source: Career Center General Fund

Site: CHC
Event: Scholars Convocation
Date of Event: 5/19/2019

Item Being Purchased: Medals for 4.0 GPA and Medals of Distinction and President's Award including engraving for CHC Scholar's Convocation on May 19, 2019. Price not to exceed \$550.00. Items to be picked up at the Trophy Store.
Total Estimated Cost: \$ 550
Funding Source: Campus President General Fund

Site: CHC
Event: California Society for Respiratory Care
51st Annual 2019 Convention
Date of Event: 6/5/2019

Item Being Purchased: Registration for 34 students to attend the CSRC's 51st Annual 2019 Convention in Temecula, CA
Total Estimated Cost: \$ 3400
Funding Source: Perkins categorical funding

Site: District
Event: Mexican Consulate Education Breakfast
Date of Event: 5/4/2019

Item Being Purchased: Food and refreshments.
Total Estimated Cost: \$ 2000
Funding Source: District Marketing General Fund
Ratification: this event was planned in a short timeframe not allowing time to meet board approval deadline.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: May 16, 2019

SUBJECT: Consideration of Approval of Individual Memberships

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached request for individual memberships.

OVERVIEW

Individual requests are submitted to fund expenses related to various functions planned for the colleges and district office.

ANALYSIS

Individual memberships related to job duties are submitted when institutional memberships are not available.

INSTITUTIONAL VALUES

I. Institutional Effectiveness
IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the budget.

**San Bernardino Community College District
Individual Memberships**

Site: CHC

Name: Meridyth McLaren

Total Cost: \$150

Funding Source: CHC Professional
Development

Membership & Purpose: National Association for the Education of Young Children (NAEYC), NAEYC promotes high-quality learning for all young children by connecting practice, policy and research. Benefits of membership include a print subscription to the journal Young Children as well as five books published by NAEYC that directly relate to the education of young children. The journals and books are placed in the department resource center for use on assignments and research papers. Subscription period is May 17, 2019-May 15 2020.

Site: SBVC

Name: Dina Humble

Total Cost: \$300

Funding Source: Vice President of Instruction
General Funds

Membership & Purpose: California Community Colleges Chief Instructional Officer (CIO) Membership, The membership to the Chief Instructional Officers (CIO) ensures that pertinent information for CIO's is up to date and readily available.

RATIFICATION: Membership for the Vice President of Instruction was not renewed when the previous Vice President was in office. It was brought to our attention when the new Vice President registered for her conference.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: May 16, 2019
SUBJECT: Consideration of Approval to Adopt Resolutions

RECOMMENDATION

It is recommended that the Board of Trustees adopt resolutions:

- Reaffirming March 31 as Cesar Chavez Day
- Affirmation of April 10 as Dolores Huerta Day
- Affirmation of April as Community College Month

OVERVIEW

March 31 commemorates the life and legacy of Cesar Chavez. This day continues to move workers to stand together for their rights and recognition of the dignity of work.

Dolores Huerta Day recognizes the advocacy efforts for the working people of California. Through the Dolores Huerta Foundation, she continues to build upon her legacy of civic engagement by training the next generation of community organizers and advocating for the working poor, women and children.

Community College Month celebrates California's 115 community colleges that provides general education foundation for more than 2.2 million students. The Board of Governors adopted the Vision for Success, a plan to improve student outcomes, increase attainment of degrees and certificates, transfers to four-year institutions, gainful employment, and reducing excess unit accumulation by students and achievement gaps.

BOARD IMPERATIVE

II. Learning-Centered Institution for Student Access, Retention and Success

FINANCIAL IMPLICATIONS

None

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
RESOLUTION
REAFFIRMING MARCH 31 “CESAR CHAVEZ DAY”**

WHEREAS, on this day in 1927, Cesar Estrada Chavez was born in Yuma, Arizona. Throughout his life of work and service, Chavez moved thousands to stand together for their rights and led our nation toward a fuller recognition of the dignity of work.

WHEREAS, the Son of farmworkers who lost their home and livelihood during the Great Depression, Chavez left school in the seventh grade to work alongside his family in the fields of California. It was here that he confronted dismal working conditions, racism, abuse and exploitation. These experiences showed him, in his own words, that “the only answer, the only home was in organizing.”

WHEREAS, founding the United Farm Workers in 1962, Chavez challenged Americans to recognize that the crops on their dinner tables were picked by human hands – often the hands of people who were denied the most basic human rights. Chavez inspired ordinary people to accomplish extraordinary things, including a historic march of farmworkers from Delano to Sacramento in 1965. He more than once sacrificed his own health and comfort to raise awareness of the plight of the farmworkers, undertaking several hunger strikes as part of his lifelong commitment to nonviolent resistance.

WHEREAS, we also honor Chavez’s leadership in protecting farmworkers and their children from exposure to harmful pesticides. As Chavez rightfully reminded us, the first ban on certain pesticides in the United States was not by the U.S. Environmental Protection Agency in 1972, but a UFW contract with a grape grower in 1967. Chavez understood the power of relentless effort to restore safe drinking water for thousands in the Central Valley, an urgent need that persists today.

WHEREAS, Americans everywhere continue to draw inspiration from Chavez’s life and legacy.

THEREFORE, BE IT RESOLVED that the San Bernardino Community College District celebrates March 31, 2019 as “Cesar Chavez Day.”

ADOPTED this 16th day of May 2019

Bruce Baron, Chancellor and
Secretary to the Board of Trustees

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
RESOLUTION
AFFIRMATION OF APRIL 10 AS “DOLORES HUERTA DAY”**

WHEREAS, a living legend, Dolores Clara Huerta was born on April 10, 1930, in Dawson, New Mexico. Taught by her family the importance of giving back to her community and giving a voice to the voiceless, Huerta has been a tireless advocate for working people of California.

WHEREAS, Huerta’s lifelong pursuit of justice was sparked in the Central Valley when, teaching the children of farmworkers, she often saw her students come to school with empty stomachs and bare feet. Finding her passion fighting for the rights of workers and their families, she has never stopped working towards equality. She began her advocacy work by serving as a leader of the Community Service Organization in Stockton and forming the Agricultural Workers Association, where she worked to increase voter registration in her community and advocated for neighborhood improvements.

WHEREAS, through this work, she joined forces with César Chávez to advocate for better conditions for farmworkers and their families. Together with Larry Itliong, Philip Vera Cruz, Pete Velasco and Andy Imutan, they formed the United Farm Workers and took on grape growers who were exploiting the people who toiled in their fields. Huerta was instrumental in the nationwide boycott of grapes that led to the first farmworker union contracts. Her fierce advocacy also helped secure the California Agricultural Labor Relations Act of 1975, a first-in-the-nation law that extended collective bargaining rights to farmworkers. She remained committed to nonviolent resistance, even after nearly losing her life when she was beaten at a protest in 1988.

WHEREAS, it is for these acts of bravery and determination that Huerta became the first Latina inducted into the National Women’s Hall of Fame in 1993 and was awarded the Presidential Medal of Freedom, the highest civilian award in the United States, in 2016.

WHEREAS, Huerta continues to be a powerful force for social justice and empowerment for all. Through her leadership of the Dolores Huerta Foundation, she continues to build upon her legacy of civic engagement by training the next generation of community organizers and advocating for the working poor, women and children.

WHEREAS, we honor her lifelong commitment to justice for all and the many trails she paved for generations of activists. May her rallying cry of “*sí se puede*” continue to call us to fight for the change our communities need to thrive.

THEREFORE, BE IT RESOLVED that the San Bernardino Community College District celebrates April 10, 2019, as the first annual “Dolores Huerta Day.”

ADOPTED this 16th day of May 2019

Bruce Baron, Chancellor and
Secretary to the Board of Trustees

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
RESOLUTION
AFFIRMATION OF APRIL AS “COMMUNITY COLLEGE MONTH”**

WHEREAS, the California Community Colleges are an essential resource of the State of California, its people, and its economy; and

WHEREAS, California’s 115 community colleges provide an excellent general education foundation for more than 2.2 million students who transfer into the California State University system, the University of California system, and into independent colleges and universities; and

WHEREAS, The California Community Colleges train students to be competitive in today’s demanding workforce, providing the skills and knowledge students need to obtain a productive, higher-wage future, and supplying the state’s fastest-growing industries with the skilled labor upon which their success depends; and

WHEREAS, The California Community Colleges bring higher education within the reach of every Californian because of their open admissions, low enrollment fees, financial assistance for low-income students, academic and career guidance, excellent teaching by dedicated faculty, and specialized support services for students who need extra help with the transition to college or to the mastery of college-level coursework; and

WHEREAS, California, the fifth largest economy in the world, and the nation confront major challenges. By 2020, 65 percent of U.S. jobs will require some type of credential or degree. The Board of Governors adopted the Vision for Success, a plan that articulates bold goals to improve student outcomes, including increasing attainment of degrees and certificates, transfers to four-year institutions, gainful employment, and reducing excess unit accumulation by students and achievement gaps; and

WHEREAS, the Vision for Success puts a sharp focus on students’ goals and needs, program design, and decisions that put students first; and

THEREFORE, BE IT RESOLVED that the San Bernardino Community College District celebrates April 2019 as California Community College Month.

ADOPTED this 16th day of May 2019

Bruce Baron, Chancellor and
Secretary to the Board of Trustees

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: May 16, 2019

SUBJECT: Consideration of Final Approval of Board Policies

RECOMMENDATION

It is recommended that the Board of Trustees approve the Board Policies. The Board approved first reading on April 11, 2019. Administrative Procedures are submitted for information and review for consistency with Board policies.

BP 2315 (no AP)	Closed Sessions
BP & AP 2330	Quorum and Voting
BP 2720 (no AP)	Communications Among Board Members
BP & AP 3810	Claims Against the District
BP & AP 5110	Counseling
BP & AP 5120	Transfer Center
BP & AP 5300	Student Equity
BP & AP 6320	Investments

OVERVIEW

The changes to these policies include requirements of the Education Code and current law. The SBCCD has a process of continuous review of its Board Policies and Administrative Procedures to ensure compliance with Title 5, California Education Code and current district/college needs.

ANALYSIS

The Board may adopt policies authorized by law or determined to be necessary for the efficient operation of the district per Board Policy 2410.

The attached Administrative Procedures have been modified and or reviewed and have gone through the collegial consultation process per Board Policy 2410.

INSTITUTIONAL VALUES

- I. Institutional Effectiveness
- II. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

None.



Origination:	N/A
Last Approved:	N/A
Last Revised:	N/A
Next Review:	N/A
Owner:	<i>BOT Board of Trustees:</i>
Policy Area:	<i>Chapter 2 Board of Trustees</i>
References:	<i>Legally Required</i>

BP 2315 Closed Sessions

(Replaces current SBCCD BP 2120)

Closed sessions of the Board of Trustees shall only be held as permitted by applicable legal provisions including but not limited to the Brown Act, California Government Code, and California Education Code.

Matters discussed in closed session may include:

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

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

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

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

Pursuant to Government Code Section 54957, if any person requests an opportunity to present complaints to the Board about a specific employee, such complaints shall first be presented to the Chancellor. Notice shall be given to the employee against whom the charges or complaints are directed. If the complaint is not first resolved at the administrative level, the matter shall be scheduled for a closed session of the Board. The employee against whom the charges or complaints are directed shall be given at least 24 hours written notice

of the closed session, and shall be given the opportunity to request that the complaints be heard in an open meeting of the Board of Trustees.

References:

Education Code Section 72122;

Government Code Sections 11125.4, 54956.8, 54956.9, 54957, [54957.1](#), and 54957.6

Attachments:

[BP 2315 Closed Sessions - Comments](#)

[BP 2315 Closed Sessions - Legal Citations](#)



Current Status: *Active*

PolicyStat ID: 2811830



Origination: 05/2015
 Last Approved: 05/2015
 Last Revised: 05/2015
 Next Review: 08/2020
 Owner: *BOT Board of Trustees:*
 Policy Area: *Chapter 2 Board of Trustees*
 References:

AP 2330 Quorum and Voting

From current SBCCD BP 2130 titled Quorum/Majority

Meeting Dismissed for Lack of a Quorum

Parliamentary procedures for conducting a meeting adjourned for lack of a quorum shall include:

1. Call to order by the Chairperson for the meeting;
2. Recitation of Pledge of Allegiance to the American Flag;
3. Roll call by the Chairperson;
4. Declaration of adjournment by the Chairperson for lack of a quorum.

A record of the permanent minutes of this meeting shall be recorded in the permanent files of the District and will include:

1. The time the meeting was convened;
2. Names of members of the Board of Trustees, administrators, and guests in attendance;
3. The time the meeting was adjourned for lack of a quorum.

References:

Education Code Sections 72000(d)(3), 81310 et seq., 81365, 81432, and 81511;
 Government Code Sections 53094 and 54950 et seq.;
 Code of Civil Procedure Section 1245.240

Attachments:

[AP 2330 Quorum and Voting - Comments](#)
[AP 2330 Quorum and Voting - Legal Citations](#)



Origination:	N/A
Last Approved:	N/A
Last Revised:	N/A
Next Review:	N/A
Owner:	<i>BOT Board of Trustees:</i>
Policy Area:	<i>Chapter 2 Board of Trustees</i>
References:	<i>Legally Required</i>

BP 2330 Quorum and Voting

(Replaces current SBCCD BP 2130)

Four Board members, other than the Student Trustees, shall constitute a quorum for the transaction of business. The Board of Trustees shall act by majority vote of all voting members of the Board. In the event of a minimum quorum, all four Board members must vote in favor of motions ~~to pass motions~~ to pass motions.

No action shall be taken by secret ballot. The Board will publicly report any action taken in open session and the vote or abstention of each individual member present.

The following actions require a ~~two-third majority~~ two-third majority of all members of the Board:

- A. Resolution of intention to sell or lease real property (except where a unanimous vote is required);
- B. Resolution of intention to dedicate or convey an easement;
- C. Resolution authorizing and directing the execution and delivery of a deed;
- D. Action to declare the District exempt from the approval requirements of a planning commission or other local land use body;
- E. Resolution providing for the transfer from the reserve for contingencies to any expenditure classification;
- F. Resolution to condemn real property;
- G. Resolution to pursue the authorization and issuance of bonds pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIIA of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution.

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

- A. Resolution authorizing a sale or lease of District real property to the state, any county, city, or to any other school or community college district;
- B. Resolution authorizing lease of District property under a lease for the production of gas.
- C. Any authorization to change an existing construction contract.

References:

Education Code Sections 15266, 72000 subdivision (d)(3), 81310 et seq., 81365, 81511, and 81432, ~~and 4881511~~;

Government Code Sections 53094 and 54950 et seq.;

Code of Civil Procedure Section 1245.240

Current Status: *Draft*

PolicyStat ID: 5587962



Origination: N/A
 Last Approved: N/A
 Last Revised: N/A
 Next Review: N/A
 Owner: *BOT Board of Trustees:*
 Policy Area: *Chapter 2 Board of Trustees*
 References:

BP 2720 Communications Among Board Members

(Replaces current SBCCD BP 2030)

Members of the Board shall not communicate among themselves by the use of any form of communication (e.g., personal intermediaries, e-mail, or other technological device) in order to ~~reach a collective concurrence regarding~~ hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. ~~In addition, no Board member shall make serial communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the Board of Trustees.~~

A majority of the members of the Governing Board shall not, outside a regularly scheduled meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the Board. This policy shall not be construed as preventing an employee or official of the District from engaging in separate conversations or communications with members of the Board outside of a meeting in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of Board, if that person does not communicate to members of the Board the comments or position of any other member or members of the Board.

Reference:

Government Code Section 54952.2

Attachments:

BP 2720 Communications Among Board Members - Comments
 BP 2720 Communications Among Board Members - Legal Citations
 Legal Update 33 Overview Rev. 10-25-18.docx



Origination:	N/A
Last Approved:	N/A
Last Revised:	N/A
Next Review:	N/A
Owner:	<i>Chancellor's Cabinet</i>
	<i>Chancellor's Cabinet:</i>
Policy Area:	<i>Chapter 3 General Institution</i>
References:	<i>Good Practice/Optional</i>

AP 3810 Claims Against the District

CLAIM FORMS

All claims against the District are to be submitted on the District's approved claim form. Claims not submitted on the District's form will be returned to the claimant and may be resubmitted using the proper form.

Claim forms can be obtained through District Police or the Business Services Department.

Claims forms may be presented in person or deposited in the United States mail, in a sealed envelope, properly addressed, postage prepaid as follows:

For mailing or to serve/present in person:

San Bernardino Community College District
114 S. Del Rosa Dr.
San Bernardino, CA 92408

TIME LIMITATIONS

Claims for money or damages relating to a cause of action for death, injury to a person, or personal property, must be presented to the District not later than six months after the accrual of the cause of action.

Claims for money or damages relating to a cause of action other than that stated above, must be presented to the District not later than one year from the accrual of the cause of action.

RESPONSE TO CLAIM

The District has 45 days within which to respond to any claim received. The claim may be allowed in whole or in part, or may be rejected altogether. Pursuant to Government Code, the District will notify those claimants, whose claims are rejected, of their rights under the law to pursue their claim further.

If the District decides to allow the claim or offer a compromise in an attempt to settle the claim, the District shall require the claimant to sign a release or waiver agreeing to payment as full and complete settlement of the claim.

1. Claims shall be presented and acted upon by the District as a prerequisite to a suit thereon.

References:

Education Code Section 72502;

Government Code Sections 900 et seq. ~~and~~, 910 et seq., and 935

Attachments:

[AP 3810 Claims Against the District -
Comments](#)

[AP 3810 Claims Against the District - Legal
Citations](#)

[Legal Update 33 Overview Rev. 10-25-18.docx](#)



Current Status: *Active*

PolicyStat ID: 2878512



SAN BERNARDINO
COMMUNITY
COLLEGE
DISTRICT

Origination: 05/2016
Last Approved: 05/2016
Last Revised: 05/2016
Next Review: 05/2022
Owner: [Chancellor's Cabinet](#)
[Chancellor's Cabinet:](#)
Policy Area: [Chapter 3 General Institution](#)
References:

BP 3810 Claims Against the District

Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title I, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.

Claims must be presented according to this policy and related procedures as a prerequisite to filing suit against the District.

Claims that are subject to the requirements of this policy include, but are not limited to, the following:

- Claims by public entities: claims by the state or by a state department or agency or by another public entity.
- Claims for fees, wages, and allowances: claims for fees, salaries or wages, mileage, or other expenses and allowances.

The designated place for service of claims, lawsuits or other types of legal process upon the District is:

San Bernardino Community College District
114 S. Del Rosa Dr.
San Bernardino, CA 92408

References:

Education Code Section 72502;
Government Code Sections 900 et seq. and 910

Attachments:

[BP 3810 Claims Against the District - Comments](#)

[BP 3810 Claims Against the District - Legal Citations](#)

Current Status: Active

PolicyStat ID: 3406645



SAN BERNARDINO
COMMUNITY
COLLEGE
DISTRICT

Origination: 11/2016
Last Approved: 12/2018
Last Revised: 12/2018
Next Review: 12/2024
Owner: [Academic Senates Academic Senates](#)
Policy Area: [Chapter 5 Student Services](#)
References:

AP 5110 Counseling

The counseling services available in the District's counseling program include at least the following:

- Academic counseling, in which the student is assisted in assessing, planning, and implementing his/her immediate and long-range academic goals;
- Career counseling, in which the student is assisted in assessing his/her aptitudes, abilities, and interests, and is advised concerning the current and future employment trends;
- Personal counseling, in which the student is assisted with personal, family, or other social concerns, when that assistance is related to the student's education;
- Coordination with the counseling aspects of other services to students which exist on campus, including but not limited to those services provided in programs for students with special needs, skills testing programs, financial assistance programs, and job placement services.

Confidentiality of Counseling Information: Information of a personal nature disclosed by a student 12 years of age or older in the process of receiving counseling from a counselor is confidential, and shall not become part of the student record without the written consent of the person who disclosed the confidential information. However, the information shall be disclosed when permitted by applicable law, including but not limited to disclosure as necessary to report child abuse or neglect; reporting to the Chancellor or other persons when the counselor has reason to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or other persons living in the college community; reporting information to the Chancellor or other persons as necessary when the student indicates that a crime involving the likelihood of personal injury or significant or substantial property losses will or has been committed; reporting information to one or more persons specified in a written waiver by the student.

References:

Education Code Sections 72620 and 72621;

Title 5 Section 51018

ACCJC Accreditation Standard II.C.5

Attachments:

No Attachments



Current Status: Active

PolicyStat ID: 3406630



SAN BERNARDINO
COMMUNITY
COLLEGE
DISTRICT

Origination: 06/2004
 Last Approved: 12/2018
 Last Revised: 12/2018
 Next Review: 12/2024
 Owner: [Academic Senates Academic Senates](#)
 Policy Area: [Chapter 5 Student Services](#)
 References:

BP 5110 Counseling

(Replaces current SBCCD BP 5110)

Counseling services are an essential part of the educational mission of the District. The Chancellor shall assure the provision of counseling services including academic, career, and personal counseling that is related to the student's education.

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

References:

Education Code Section 72620;
 Title 5 Section 51018
 ACCJC Accreditation Standard II.C.5

Attachments:

[BP 5110 Counseling - Comments](#)
[BP 5110 Counseling - Legal Citations](#)
[BP5110 -OLD.pdf](#)

Approval Signatures

Step Description	Approver	Date
	Policy Stat	02/2019
	Policy Stat	02/2019
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018



Origination: N/A
 Last Approved: N/A
 Last Revised: N/A
 Next Review: N/A
 Owner: *Academic Senates Academic Senates*
 Policy Area: *Chapter 5 Student Services*
 References: *Brand New - required*

AP 5120 Transfer Center

~~The District~~ Each college of the SBCCD has a Transfer Center Plan that complies with the requirements of Title 5. The plan identifies appropriate target student populations and is designed to increase the transfer applications of underrepresented students among transfer students.

The components of the Plan include, but are not limited to:

- ~~• Services to be provided to students~~
- ~~• Facilities~~
- ~~• Staffing~~
- ~~• An advisory committee~~
- ~~• Evaluation and reporting~~
- ~~• Transfer path requirements for each articulated baccalaureate major~~

~~NOTE: Insert local practice about how the plan is maintained and updated and by whom.~~

- Required Services to be provided to students
 - A. Identify, contact, and provide transfer support services to targeted student populations as identified in the transfer center plan, with a priority emphasis placed on African-American, Chicano/Latino, American Indian, disabled, low-income, and other underrepresented students. These activities shall be developed and implemented in cooperation with student services departments and with faculty.
 - B. Ensure the provision of academic planning for transfer, the development and use of transfer admission agreements with baccalaureate institutions where available and as appropriate, and the development and use of course-to-course and major articulation agreements. Academic planning and articulation activities shall be provided in cooperation with student services, with faculty, and with baccalaureate institution personnel as available.
 - C. Ensure that students receive accurate and up-to-date academic and transfer information through coordinated transfer counseling services.
 - D. Monitor the progress of transfer students to the point of transfer, in accordance with monitoring activities established in the Transfer Center Plan.
 - E. Support the progress of transfer students through referral as necessary, to such services as ability and diagnostic testing, tutoring, financial assistance, counseling, and to other instructional and student services on campus as appropriate.
 - F. Assist students in the transition process, including timely completion and submittal of necessary forms and applications. In cooperation with baccalaureate institution personnel as available, develop

and implement a schedule of services for transfer students to be provided by baccalaureate institution staff.

- G. Provide a resource library of college catalogs, transfer guides, articulation information and agreements, applications to baccalaureate institutions, and related transfer information
- Facilities. Each district governing board shall provide space and facilities adequate to support the transfer center and its activities. Each district shall designate a particular location on campus as the focal point of transfer functions. This location should be readily identifiable and accessible to students, faculty, and staff.
 - Staffing. Each district governing board shall provide clerical support for the transfer center and assign college staff to coordinate the activities of the transfer center; to coordinate underrepresented student transfer efforts; to serve as liaison to articulation, to student services, and to instructional programs on campus; and to work with baccalaureate institution personnel.
 - An advisory committee. Each district shall designate an advisory committee to plan the development, implementation, and ongoing operations of the transfer center. Membership shall be representative of campus departments and services. Baccalaureate institution personnel shall be included as available.
 - Evaluation and reporting. Each district governing board shall include in its transfer center plan a plan of institutional research for ongoing internal evaluation of the effectiveness of the college's transfer efforts, and the achievement of its transfer center plan.
 - Transfer path requirements for each articulated baccalaureate major

Each college submits an annual report to the Chancellor describing the status of the college's efforts to implement its transfer center(s), achievement of transfer center plan targets and goals, and expenditures supporting transfer center operations.

The college plans are reviewed and revised annually by the transfer center coordinator.


References:

Education Code Sections 66720-66744;

Title 5 Section 51027

Attachments:

No Attachments

Current Status: <i>Draft</i>		PolicyStat ID: 5927783	
 <div> <div>SAN BERNARDINO</div> <div>COMMUNITY</div> <div>COLLEGE</div> <div>DISTRICT</div> </div>		Origination:	N/A
		Last Approved:	N/A
		Last Revised:	N/A
		Next Review:	N/A
		Owner:	<i>Academic Senates Academic Senates</i>
		Policy Area:	<i>Chapter 5 Student Services</i>
		References:	
BP 5120 Transfer Center			
<p>(Replaces current SBCCD BP 5120)</p> <ul style="list-style-type: none"> • From current SBCCD BP 5120 titled Transfer Center <p>The District recognizes-incorporates<u>incorporates</u>, as part of its mission, the transfer of its students to baccalaureate level institutions. The District further recognizes that students who have historically been underrepresented in transfer to baccalaureate level institutions are a special responsibility.</p> <p>The Chancellor shall assure that a Ttransfer Ccenter Pplan<u>Transfer Center Plan</u> is implemented that identifies appropriate target student populations, is designed to increase the transfer applications of underrepresented students, and complies with law and regulations.</p> <p>Reference:</p> <p>Title 5, Section 51027</p>			
Attachments:		BP 5120 Transfer Center - Comments	
		BP 5120 Transfer Center - Legal Citations	
		BP5120 -OLD.pdf	



Origination: N/A
 Last Approved: N/A
 Last Revised: N/A
 Next Review: N/A
 Owner: Academic Senates Academic Senates
 Policy Area: Chapter 5 Student Services
 References:

AP 5300 Student Equity

(Replaces current SBCCD AP 5300)

~~**NOTE:** This procedure is legally required. Local practice may be inserted. The following legal minimums must be included.~~

The colleges of the San Bernardino Community College District are firmly committed to a policy of student equity that promotes equal access to the District's educational opportunities, and remedies achievement gaps for historically disadvantaged groups.

~~The District has a Student Equity Plan. Following approval by the Board of Trustees, the Plan is filed as required with the State Chancellor's Office.~~ Each College of the District shall develop, update, and maintain an effective Student Equity Plan. Following approval by the Board of Trustees, the plan shall be filed as required with the State Chancellor's Office.

~~**NOTE:** Insert local administrative procedures or reference the District's Student Equity Plan. At a minimum the plan must address:~~

- ~~▪ the active involvement of the groups on campus [local procedure].~~
- ~~▪ involvement by appropriate people from the community who can articulate the perspective and concerns of historically underrepresented groups.~~
- ~~▪ campus-based research as to the extent of student equity.~~
- ~~▪ institutional barriers to equity.~~
- ~~▪ goals for access, retention, degree and certificate completion, English as a Second Language (ESL) and basic skills completion, and transfer for each historically underrepresented group.~~
- ~~▪ activities most likely to be effective to attain the goals, including coordination of existing student equity related programs.~~
- ~~▪ sources of funds for the activities in the plan.~~
- ~~▪ a schedule and process for evaluation of progress towards the goals.~~
- ~~▪ an executive summary that describes the groups for whom goals have been set, the goals, the initiatives that the District will undertake to achieve the goals, the resources budgeted for that purpose, and the District officer or employee who can be contacted for further information.~~

~~**NOTE:** The District may reference the Student Equity Plan template available through the State Chancellor's Office.~~

~~**The Student Equity Plan shall be developed, maintained, and updated under the supervision of the [designate position].**~~

• ~~From current SBCCD AP 5300 titled Student Equity~~

~~The colleges of the San Bernardino Community College District are firmly committed to a policy of student equity that excludes any form of discrimination based on race, color, sex, religion, age, handicap or national origin. Further, the colleges are committed to a program of recruitment designed to achieve continued growth in the number of students whose race, sex, age and handicap have been factors, historically, in their under-representation.~~

~~A. The Chief Student Services Officer or designee will be responsible for the program plan and annual reports. The plan shall consider the following actions in fulfilling this objective:~~

- ~~1. Affirmative efforts to search out and contact potential qualified students.~~
- ~~2. Continuous efforts to eliminate hazards (physically and educationally) for physically impaired persons to facilitate their mobility on campus.~~
- ~~3. Experimentation to discover alternate means of evaluating potential student populations.~~
- ~~4. Augmented student financial assistance programs.~~
- ~~5. Improved counseling for all classifications of disadvantaged students.~~

~~B. The plan and subsequent progress reports will include appropriate statistical data.~~

~~1. Student Services~~

- ~~a. **Objective:** It shall be the objective of the colleges that an annual review be made by each program area in Student Services to determine whether any conditions exist contrary to ACR 151. Wherever such conditions are found to exist, affirmative corrective steps will be taken to correct such conditions.~~
- ~~b. **Implementation:** It shall be the responsibility of the Chief Students Services Officer to provide for an annual report by all student services program heads to be submitted to the Student Equity Committee or the Chief Student Services Officer for review and updating. The reports shall include the following information:~~
 - ~~1. Objectives of the program, including methods of implementation.~~
 - ~~2. Program eligibility requirements.~~
 - ~~3. Number and percentage of minority and female program participants.~~
 - ~~4. Significant changes made during the year.~~

~~2. Admissions~~

- ~~a. **Objective:** The objective of the colleges shall be that there shall be no de facto discrimination towards male/female, minority and physically impaired applicants in any aspects of the colleges and their programs.~~
- ~~b. **Implementation:** A periodic review of admissions criteria, policies and procedures shall be conducted, and modification shall be made where appropriate. In carrying out these reviews, each segment shall consider the following:~~
 - ~~1. Placement test scores (including their validity for particular groups).~~
 - ~~2. Appropriateness of application filing periods.~~
 - ~~3. Patterns of high school course preparation required and/or recommended for admission and college program prerequisites.~~

~~4. Community interests that affect college application trends.~~

~~3. Financial Aid~~

- ~~a. **Objective:** To provide financial aid to all eligible students in order that they might matriculate through the educational system with more time to concentrate on their educational demands.~~
- ~~b. **Implementation:** All possible means should be considered to search out those prospective students with financial need and notify them of what type of financial aid is available and how one becomes qualified for such aid.~~

~~C. Staff Awareness~~

~~Programs to Sensitize Faculty and Staff~~

- ~~1. **Objective:** To sensitize faculty and staff to the special needs and problems of groups which have been historically under-represented in the student body, such as ethnic minorities, women, the elderly and physically impaired.~~
- ~~2. **Implementation:** Following assessment of faculty and staff awareness, special programs will be developed, as the need indicates, to acquaint employees of the colleges with problems of under-represented groups.~~

~~D. Periodic Review and Evaluation~~

- ~~1. **Objective:** To assure that student equity efforts by the colleges will receive sustained support.~~
- ~~2. **Implementation:** A Student Equity Program Committee at each college will monitor efforts of the colleges to carry out the objectives of this plan. The Committee will be appointed by the President in consultation with the Academic Senate President and will be comprised of two counselors, one student personnel administrator serving as chairperson, the EOPS Director, two faculty members and three students. The Committee will meet periodically to assess the progress of the colleges under its student equity plan and report findings and recommendation to the college community.~~

The plan shall include:

A. Goals, objectives, and key performance indicators for each outcome. Outcomes shall include, at a minimum:

1. Access: Successful Enrollment
2. Retention: Fall to Spring
3. Transfer to a Four-year Institution
4. Completion of transfer level math and English
5. Earned High School equivalency, noncredit certificate, Chancellor's Office approved credit certificate, associate degree, or, if applicable to the college, a California Community College Bachelor's Degree.

B. Campus-based research using the methodology established pursuant to subdivision (d) of Section 78221 to determine the extent of disproportionate impact in each outcome.

C. Research shall examine each outcome for the following student categories, disaggregated by gender:

1. Current or former foster youth
2. Students with disabilities
3. Low-income students

4. Veterans
5. Students in the following ethnic and racial categories, as they are defined by the United States Census Bureau for the 2010 Census for reporting purposes:
 - a. American Indian or Alaska Native
 - b. Asian
 - c. Black or African American
 - d. Hispanic or Latino
 - e. Native Hawaiian or other Pacific Islander
 - f. White
 - g. Some other race
 - h. More than one race
6. Homeless students
7. Lesbian, gay, bisexual, or transgender students
8. Additional categories of students determined by the governing board of the community college district. Research-based services, support, and programs to eliminate barriers to access and academic success of disproportionately impacted groups.

Each college will have a participatory governance committee charged with developing and maintaining the Student Equity Plan. The committee will monitor the planned efforts of the colleges to carry out the objectives of this plan.

The Vice President of Student Services or designee will have administrative oversight of the Equity plan: Duties will include:

- A. Promoting the active involvement of faculty, staff, and students through each campus' shared governance process.
- B. Promoting the involvement by campus and community members who can articulate the perspective and concerns of historically underrepresented groups.
- C. Ensuring the availability of campus-based, equity-related research.
- D. Development of activities and interventions to attain the goals of the plan, including coordination of existing student equity related programs.
- E. Identification of resources to fund these activities.
- F. Development and distribution of a schedule and process for evaluation of progress towards the goals.
- G. Development of an annual executive summary that includes, at a minimum, the Student Equity goals for each required student group, the activities the college will undertake to achieve these goals, and the resources budgeted for these activities.
- H. Maintaining a record of Student Equity expenditures for a minimum of three years.
- I. Assessing the progress made in achieving the identified goals from prior year plans.
- J. Posting the executive summary to the college website.

Current Status: *Draft*

PolicyStat ID: 5549586



SAN BERNARDINO
COMMUNITY
COLLEGE
DISTRICT

Origination: N/A
Last Approved: N/A
Last Revised: N/A
Next Review: N/A
Owner: *Academic Senates Academic Senates*
Policy Area: *Chapter 5 Student Services*
References:

BP 5300 Student Equity

(Replaces current SBCCD BP 5300)

~~NOTE:~~ ~~The language in current SBCCD Policy 5300 parallels the recommended language from the Policy and Procedure Service.~~

- ~~From current SBCCD BP 5300 titled Student Equity~~

The District is committed to assuring student equity in educational programs and college services.

The Chancellor is responsible for establishing and implementing a student equity plan in accordance with Title 5.

References:

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

Attachments:

[BP 5300 Student Equity - Comments](#)
[BP 5300 Student Equity - Legal Citations](#)
[BP5300 -OLD.pdf](#)

Current Status: Active

PolicyStat ID: 4375318



Origination: 01/2002
Last Approved: 07/2018
Last Revised: 01/2017
Next Review: 07/2019
Owner: *Business & Fiscal Services*
Business & Fiscal Services
Policy Area: *Chapter 6 General Institution*
References:

AP 6320 Investments

(Replaces current SBCCD AP 6320)

All funds of the San Bernardino Community College District (SBCCD) deposited with the San Bernardino County Treasurer shall be invested in accordance with Government Code Section 27000.5, in accordance with Board Policy 6320, and under the direction of San Bernardino County's investment Advisory Committee.

Ethics and Conflict of Interest

Officers and employees of SBCCD involved in the investment process shall refrain from personal business activity that may conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials who manage public investments shall file a statement of economic interest disclosing his or her investments, interests in real property and income in accordance with Government Code 87200.

Acceptable and Prohibited Investments

Funds invested by SBCCD shall be in the following instruments, under the parameters outlined in Government Code Sections 53635, 53601, and 53631.5:

- Negotiable Certificates of Deposit
- Money Market Funds
- Collateralized Bank Deposits
- Time Deposits
- County Pooled Investment Funds

Pursuant to Government Code Section 53601.6, funds of the San Bernardino Community College District shall not be invested in any of the following instruments:

- Inverse Floaters
- Range Notes
- Interest Only Strips
- Any Security That Could Result in ZERO INTEREST ACCRUAL

Authorized Personnel

The Chancellor, Vice Chancellor of Business & Fiscal Services, or designee shall request approval from the

Board to investment surplus funds.

Both the Chancellor or designee and the Vice Chancellor of Business & Fiscal Services must jointly authorize investment decisions such as:

- Transfers of funds to the appropriate agency or financial institution for investment purposes,
- Asset allocation and rebalancing; and
- Liquidation of investments.

Safekeeping and Custody

All security transactions entered into by SBCCD shall be conducted on a delivery-versus-payment basis. Securities will be held by a third party custodian designated by the Chancellor and Vice Chancellor of Business & Fiscal Services and evidenced by safekeeping receipts with a written custodial agreement. The securities will be held directly in the name of the San Bernardino Community College District as beneficiary.

Recording and Reconciliation

Investment statements shall be provided to Fiscal Services for review, recording of investment activity, and reconciliation. Journal entries to record investment activity and the reconciliation of the investment statement shall be prepared by an accountant or designee, and approved by the Director of Fiscal Services or designee.

References:

Government Code Sections 53600 et seq., 87200

Attachments:

[AP 6320 Investments- Comments](#)

[AP 6320 Investments- Legal Citations](#)

Approval Signatures

Step Description	Approver	Date
	Stacey Nikac: Administrator	10/2018
	Stacey Nikac: Administrator	10/2018
	Stacey Nikac: Administrator	10/2018
	Stacey Nikac: Administrator	10/2018
	Stacey Nikac: Administrator	10/2018
	Stacey Nikac: Administrator	10/2018

Current Status: Active

PolicyStat ID: 4181293



SAN BERNARDINO
COMMUNITY
COLLEGE
DISTRICT

Origination: 01/2013
Last Approved: 07/2018
Last Revised: 07/2018
Next Review: 07/2019
Owner: [Business & Fiscal Services](#)
[Business & Fiscal Services](#)
Policy Area: [Chapter 6 General Institution](#)
References:

BP 6320 Investments

(Replaces current SBCCD BP 6320)

It is the policy of the San Bernardino Community College District to invest public funds in a manner providing the highest investment return with the maximum security while meeting the daily cash flow demands of the District, and conforming to all applicable federal, state and local laws governing the investment of public funds.

This Policy shall be reviewed annually by the Board of Trustees.

The Chancellor is responsible for ensuring that the funds of the District that are not required for the immediate needs of the District are invested properly and in harmony with the requirements of the California Community Colleges Budget and Accounting Manual established pursuant to *Education Code* Section 84030. Investments shall be in accordance with law, including *Government Code* Sections 53600 which states:

"The Legislature hereby finds that the solvency and creditworthiness of each individual local agency can impact the solvency and creditworthiness of the state and other local agencies within the state. Therefore, to protect the solvency and creditworthiness of the state and all of its political subdivisions, the Legislature hereby declares that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern."

Investments shall be made based on the following criteria:

- The preservation of principal shall be of primary importance.
- The investment program must remain sufficiently flexible to permit the District to meet all operating requirements.
- Transactions should be avoided that might impair public confidence.

This Policy applies to all funds of the District.

The authority to invest funds not deposited with the San Bernardino County Treasurer is granted to the Chancellor. Authority to manage the investment portfolio and establish written procedures for the operation of the investment program, consistent with applicable law and this Policy, may be delegated at the discretion of the Chancellor.

District funds may be invested in any of the following:

1. Any eligible security as set forth in sub-sections a, b, c, e, g, h, and n of *Government Code* Section 53651, namely:
 - a. United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations for which the faith and credit of the United States are pledged for the payment of principal and interest, including

the guaranteed portions of small business administration loans, so long as the loans are obligations for which the faith and credit of the United States are pledged for the payment of principal and interest.

- b. Notes or bonds or any obligations of a local public agency, or any obligations of a public housing agency for which the faith and credit of the United States are pledged for the payment of principal and interest.
- c. Bonds of California or of any local agency or district of the State of California having the power, without limit as to rate or amount, to levy taxes or assessments to pay the principal and interest of the bonds upon all property within its boundaries subject to taxation or assessment by the local agency or district, and in addition, limited obligation bonds pursuant to Government Code Sections 50665 et seq.; senior obligation bonds pursuant to Government Code Sections 53387 et seq.; and revenue bonds and other obligations payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state, local agency or district, or by a department, board, agency, or authority thereof.
- d. Registered warrants of California.
- e. Notes, tax anticipation warrants, or other evidence of indebtedness issued pursuant to Government Code Sections 53820 et seq.
- f. State of California notes.
- g. Any bonds, notes, warrants, or other evidences of indebtedness of a nonprofit corporation issued to finance the construction of a school building pursuant to a lease or agreement with a school district entered into in compliance with the provisions of Education Code Sections 39315 or 81345, and also any bonds, notes, warrants, or other evidences of indebtedness issued to refinance those bonds, notes, warrants, or other evidences of indebtedness, as specified in Education Code Section 39317.

2. Local Agency Investment Fund with the Treasurer's Office of the State of California.

3. A financial institution that is insured by Federal Deposit Insurance Corporation pursuant to *Government Code* Section 53635.2.

4. San Bernardino County Treasurer's Office, whenever required by law.

Pursuant to *Government Code* Section 53646, District funds shall be invested with the judgment and care which persons of prudence, discretion, and intelligence exercise in management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures, and investment policy and exercising due diligence shall be relieved of personal responsibility of an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

The Chancellor, pursuant to *Government Code* Section 53646, shall submit a quarterly investment portfolio status report to the Board of Trustees. Said report shall detail:

- Investment types
- Names of issuers
- Maturity dates
- Par and dollar amounts invested in each security, investment, and money
- Weighted average maturity of investments

- Any funds being managed by contracted parties
- Market value as of date of report and source of valuation
- Description of compliance with investment policy
- Current market value of funds managed by a consultant

The primary objectives of the District's investment activities shall be:

1. SAFETY

Safety of principal shall be the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To obtain this objective, diversification is required so that potential losses on individual securities do not exceed income generated from the remainder of the portfolio.

2. LIQUIDITY

The District's investment portfolio shall remain sufficiently liquid to meet all operating requirements, which may reasonably be anticipated.

3. RETURN ON INVESTMENT

The District's investment portfolio shall be structured with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with investment risk constraints and cash flow characteristics of the portfolio.

References:

Education Code Sections 39315, 39317, 81345, 84030; Government Code Sections 50665 *et seq.*, 53387 *et seq.*, 53600 *et seq.*, 53635.2, 53464, 53651, 53820

Attachments:

[BP 6320 Investments - Comments](#)

[BP 6320 Investments - Legal Citations](#)

Approval Signatures

Step Description	Approver	Date
	Stacey Nikac: Administrator	10/2018
	Stacey Nikac: Administrator	10/2018
	Stacey Nikac: Administrator	10/2018
	Stacey Nikac: Administrator	10/2018
Chancellor's Cabinet	Chancellor's Cabinet Chancellor's Cabinet: [SN]	01/2018
	Kelly Goodrich	12/2017

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: May 16, 2019

SUBJECT: Consideration of Approval to Accept Board Policies for First Reading

RECOMMENDATION

It is recommended that the Board of Trustees accept Board Policies for first reading. Administrative Procedures are submitted for information and review for consistency with Board policies.

BP & AP 2410	Board Policies & Administrative Procedures
AP 6350 (no BP)	Contracts – Construction
BP & AP 7120	Recruitment & Hiring
BP & AP 7160	Professional Development
AP 7232 (no BP)	Classification Review
BP & AP 7310	Nepotism
AP 7336 (no BP)	Certification of Freedom from TB
BP & AP 5500	Standards of Student Conduct
AP 5520 (no BP)	Student Discipline Procedures

OVERVIEW

The changes to these policies include requirements of the Education Code and current law.

The SBCCD has a process of continuous review of its Board Policies and Administrative Procedures to ensure compliance with Title 5, California Education Code and current district/college needs.

ANALYSIS

The Board may adopt policies authorized by law or determined to be necessary for the efficient operation of the district per Board Policy 2410. The attached Board Policies and Administrative Procedures have been modified and or reviewed and have gone through the collegial consultation process per Board Policy 2410.

INSTITUTIONAL VALUES

- I. Institutional Effectiveness
- II. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

None.



Current Status: *Draft*

PolicyStat ID: 6029610



Origination: N/A
 Last Approved: N/A
 Last Revised: N/A
 Next Review: N/A
 Owner: *BOT Board of Trustees:*
 Policy Area: *Chapter 2 Board of Trustees*
 References:

BP 2410 Board Policies and Administrative Procedures

(Replaces SBCCD BP 2045)

The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are intended to be statements of intent by the Board on a specific issue within its subject matter jurisdiction.

The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to District activities. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Policies of the Board may be adopted, revised, added to or amended at any regular Board meeting by a majority vote. Proposed changes or additions shall be introduced not less than one regular meeting prior to the meeting at which action is recommended. The Board shall regularly assess its policies for effectiveness in fulfilling the District's mission.

Administrative procedures are to be issued by the Chancellor as statements of method to be used in implementing Board Policy. Such administrative procedures shall be consistent with the intent of Board Policy. Administrative procedures may be revised as deemed necessary by the Chancellor through regular consultation processes and/or as required by revisions to laws and regulations. Administrative procedures are forwarded to the Board of Trustees. The Board reserves the right to direct revisions of the administrative procedures should they, in the Board's judgment, be inconsistent with the Board's own policies.

Board policies and administrative procedures are to be reviewed ~~on a six-year cycle~~^{as} per the schedule specified in AP 2410.

Board policies and administrative procedures shall be readily available on the District's website.

Reference:

Education Code Section 70902; ACCJC Accreditation Standards IV.C.7, IV.D.4, I.B.7, and I.C.5 (formerly IV.B.1.b & e)

Attachments:

[BP 2410 Board Policies & Admin Procedures - Comments](#)
[BP 2410 Board Policies & Admin Procedures - Legal Citations](#)



Origination: N/A
 Last Approved: N/A
 Last Revised: N/A
 Next Review: N/A
 Owner: *BOT Board of Trustees:*
 Policy Area: *Chapter 2 Board of Trustees*
 References:

AP 2410 Board Policies and Administrative Procedures

(Replaces SBCCD AP 2045)

Pursuant to Education Code Section 70902(a)(1), the Board of Trustees shall establish, maintain, operate, and govern one or more community colleges in accordance with law. In so doing, the Board of Trustees may initiate and carry on any program or activity, or may otherwise act, in any manner that is not in conflict with, inconsistent with, or preempted by any law, and that is not in conflict with the purposes for which community college districts are established.

The Chancellor, through the collegial consultation process, has the authority to propose new board policies and administrative procedures. ~~Review of the policies, designated in the 6-year cycle, shall begin in October.~~

~~At the beginning of each academic year, the Chancellor will notify the appropriate parties of the chapters or specific BPs or APs for review.~~

The annual review of the board policies and administrative procedures shall begin in the fall of each academic year. Each year, at least ten percent (10%) of the SBCCD policies and procedures will be identified for review. At the beginning of each academic year, the Executive Director of Institutional Research and Planning will notify the appropriate parties of the specific BPs or APs identified for review.

Responsibility for the review process is as follows:

Chapter 1: Board of Trustees and the Chancellor (lead)

Chapter 2: Board of Trustees and the Chancellor (lead)

In matters relating to board policies in Chapter 2 (not including BP/AP 2410 & BP/AP 2510, which will go through the process below), the Board will submit board policies and policy changes to the District Assembly (DA) for review and feedback only, prior to placing on board agenda. This will occur at the next meeting of District Assembly.

Chapter 3: Chancellor (lead) and Chancellor's Cabinet

Chapter 4: ~~Vice-~~Executive Director of Institutional Research and Planning (lead) and Academic Senate Presidents ~~of Instruction, Student Services, and Academic Senate Presidents~~

Chapter 5: ~~Vice-~~Executive Director of Institutional Research and Planning (lead) and Academic Senate Presidents ~~of Instruction, Student Services, and Academic Senate Presidents~~

Chapter 6: Executive Vice-Chancellor of Fiscal Services (lead) and Vice-Presidents of Administrative Services

Chapter 7: ~~Vice-Chancellor~~Executive Director of Human Resources (lead)

The process for developing or changing board policies and/or administrative procedures is outlined below:

~~1. A proposal for a new board policy or a change in a current policy or administrative procedure may be submitted by any interested party. A proposal must be submitted in writing to the Chancellor and/or the District Assembly and shared with the Board of Trustees.~~

~~2. Updates to APs and BPs are reviewed when forwarded from the Community College League of California (CCLC).~~

Annual Review Process

- A. All policies and procedures will be tracked and revised using the district adopted policy review software.
- B. BPs and APs will be reviewed in pairs whenever possible to ensure the procedure supports the direction delineated in the policy.
- C. Prior to the start of each academic year, the SBCCD Executive Director of Research and Planning will sort the BPs and APs by age and will compile the annual review list, consisting of approximately 10% of the district's BPs & APs with a proportional amount from each chapter.
- D. The SBCCD Executive Director of Research and Planning will meet with the policy leads responsible for facilitating the review of BPs and APs to establish the review timeline.
- E. The annual review timeline, listing the policies and procedures and the leads for each BP & AP will be presented to the District Assembly at the first meeting of the Academic Year. The timeline as well as all revisions to the review timeline will be posted on the DA webpage.
- F. DA constituent group reps will share the annual list with their members and shall provide an opportunity for their members to review and/or provide input as desired.
- G. The SBCCD Executive Director of Research and Planning will email the policies and procedures under review along with the timeline for the year to each of the policy leads.
- H. The BP/AP leads will review, gather input from the campus community as applicable and will input all recommended revisions in policy stat by the agreed upon due date.
- I. Reviewed and/or Revised Policies and Procedures will be submitted to the District Assembly for review and recommendation as a first read with no action as per the established timeline and then as a 2nd read for approval at the next regularly scheduled meeting of the District Assembly. (Note: this affords all interested parties 1 additional month to review and request input from their constituents.)
- J. Policies and Procedures included on the DA consent agenda for 2nd read may be pulled for discussion, debate and/or revision recommendations prior to approval.
- K. As per BP 2410, the Chancellor will review the recommendations from the District Assembly and will forward the BPs to the Board of Trustees for action and the APs as information items.

Review of Policies and Procedures Deemed Academic and Professional

Prior to finalizing the annual review list, the SBCCD Executive Director of Research and Planning will meet with the Academic Senate Presidents to determine which BPs & APs are academic and Professional. These BPs & APs will be noted as such on the annual review timeline.

~~3. Policies and procedures that fall under the 10+1 (an academic and professional~~Academic and Professional~~matter within the meaning of Section 53200(c) of Title 5 of the California Code of Regulations) will be~~

submitted for consideration to the Academic Senates on both campuses ~~with~~as per the agreed upon timeline. BP/AP revision recommendations will be completed by up to four consecutive Academic Senate meetings, beginning with the date the ~~policyBP/procedureAP~~ is presented at District Assembly.

- A. ~~The Academic Senates will then submit the proposal to the District Assembly as information-~~

The Academic Senates will then submit the revised BPs/APs to the District Assembly as an information item.

- B. ~~The Chancellor will review the recommendation from the Academic Senate and will forward to the Board of Trustees for action-~~

As per BP 2410, the Chancellor will review the recommendations from the Academic Senate and will forward the BPs to the Board of Trustees for action and the APs as information items.

~~4. Proposals that are not 10+1, under the definition in 3 above, will be submitted to the District Assembly for review and recommendation. The proposal will simultaneously be submitted to the Academic and Classified Senates as an information item-~~

- A. ~~The Chancellor will review the recommendation from the District Assembly and will forward to the Board of Trustees for action-~~

References:

Review of Policies and Procedures Not on the Annual Review List

A proposal for a new board policy or a change in a current policy or administrative procedure not included on the annual review list may be submitted by any interested party. A proposal must be submitted in writing to the Chancellor and/or the District Assembly. The DA will in consultation with the chancellor determine if the BP/AP or a change in current BP/AP is warranted. If so, the BP/AP will be forwarded to the Executive Director of Research and Planning. The SBCCD Executive Director of Research and Planning will meet with the Academic Senate Presidents to determine if the BP and/or AP is Academic and Professional. The Executive Director of Research and Planning will add the BP/AP to the annual review timeline and will forward to the appropriate policy lead. The revised timeline be posted on the District Assembly webpage.

Review of Bi-Annual Policy & Procedure Updates from the Community College League of California (CCLC)

Updates to APs and BPs are reviewed by the SBCCD Executive Director of Research and Planning when forwarded from the Community College League of California (CCLC) in Fall and Spring.

All updates from the CCLC will be reviewed by the chapter leads and the SBCCD Director of Research and Planning. The chapter leads will make a recommendation as to whether each update is either simple or requires review and revisions. (Note if the last Reviewed and Last Approved dates get reset then these all may require a through review)

- A. Simple updates (revisions to legal references) will be revised, by the policy lead and when ready will be added to the District Assembly agenda as an information item.

- B. New BPs & APs and/or those requiring review and revision:

1. New BPS & APs that are legally advised or optional will be reviewed by the chapter lead to determine if the BP/AP is needed.

- a. If yes, then the BP/AP will be forwarded to the District Assembly with a recommendation to

adopt and, if approved by the District Assembly, will be added to the review timeline as per the recommendation of the chapter lead:

- b. If no, then the BP/AP will be forwarded to the District Assembly with a recommendation to not adopt.
2. New "Required" BPs & APs as well as those requiring content review and revisions will be added to the annual review timeline as per the recommendation of the chapter leads.
3. The revised timeline including the CCLC BPs & APs (notated with the legal update #) will be posted on the District Assembly webpage.

References:

Education Code Section 70902;

ACCJC Accreditation Standards I.B.7; I.C.5; IV.C.7; and IV.D.4 (formerly IV.B.1.b & e)

Attachments:

AP 2410 Board Policies & Admin Procedures -
Comments

AP 2410 Board Policies & Admin Procedures -
Legal Citations

AP 2410 Board Policies & Admin Procedures -
revised.docx

AP 2410 Board Policies & Admin Procedures-
with Rejected Changes - Comments

AP 2410 BOT Committee, AS, and BOT Chair
comments 2/6/18



Origination: N/A
 Last Approved: N/A
 Last Revised: N/A
 Next Review: N/A
 Owner: *Business & Fiscal Services*
Business & Fiscal Services
 Policy Area: *Chapter 6 General Institution*
 References: *Brand New - advised*

AP 6350 Contracts - Construction

References:

The San Bernardino Community College District (SBCCD) follows the California Uniform Public Construction Cost Accounting Act Procedures (UCCAAP) under Public Contract Code (PCC) Section 22000 et seq. for the bidding of public works projects.

Public projects are defined in PCC Section 22002(c) as construction, reconstruction, erection, alteration, renovation, improvement, demolition, repair work, or painting or repainting of or involving any publicly owned, leased or operated facility. Public projects do not include maintenance work as defined in Section 22002(d).

In addition, SBCCD uses a Pre-Qualification Program for the bidding of construction projects pursuant to PCC Section 20101 et seq. The Pre-Qualification Program shall apply district-wide to any construction expenditure that meets the specified threshold, regardless of the funding source and the construction delivery method (e.g., low bid; design-build; lease lease-back; etc.).

I. General Contract Procedures

Refer to AP 6340 titled Bids and Contracts section "General Contract Procedures", parts A through G.

II. Bid Limits for UCCAAP & Pre-Qualification Program

The bid limits set in place by the State of California Uniform Construction Cost Accounting Commission will apply.

- If a contemplated expenditure is less than the UCCAAP limit, please refer to the applicable purchasing procedures in **AP 6330** titled **Purchasing**.

- If a contemplated expenditure falls within the UCCAAP limits, the informal bid process established by in PCC Section 22034 must be utilized.

- If a contemplated expenditure is falls between the upper UCCAAP limit and \$3.0 million, the Pre-Qualification Program process established by the Board of Trustees pursuant to PCC Section 20101 et seq. may be utilized.

- If a contemplated expenditure is more than \$3.0 million, the formal bid process established by UCCAAP in PCC Section 22037 must be utilized.

III. Unlawful to Split Bids

Pursuant to PCC Section 22033, it is unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of the this procedure requiring work to be done by contract after competitive bidding.

IV. Labor Code Compliance

All bid notices for work to be done shall contain an affirmative statement requiring compliance with Labor Code Sections 1775 and 1776 governing payment of prevailing wages and Labor Code Section 1777.5 governing employment of apprentices. All bid submissions must contain all documents necessary to assure compliance with these Labor Code sections. Failure to provide such documentation shall cause any such bid to be deemed incomplete.

Public Projects funded by any future State Bond funds require that the District initiate and enforce a labor compliance program pursuant to Labor Code Section 1771.5.

V. Award to Low Bidder; No Bids

All contracts must be awarded to the lowest responsible bidders. If two or more bids are the same and the lowest, SBCCD may accept the one it chooses.

If no bids are received through the formal or informal procedure, the project may be performed by SBCCD employees by force account, or through a negotiated contract without further complying with this procedure.

VI. Informal Bid Procedures for UCCAAP

Pursuant to PCC Section 22034, SBCCD will maintain a list of qualified contractors, identified according to categories of work. All contractors on the list for the category of work being bid will be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors will be completed not less than 10 calendar days before bids are due.

In addition, or alternatively, SBCCD may mail, fax, or email a notice inviting informal bids to all construction trade journal specified in PCC Section 22036.

The notice inviting informal bids should describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

VII. Award of Informally-Bid Contracts

The Chancellor or designee is authorized to award informal contracts (defined as contracts that fall within the UCCAAP limits).

VIII. Bids Exceed Informal Bidding Limit

If all informal bids received exceed UCCAAP limits, and SBCCD determines that the cost estimate was reasonable, SBCCD may award the contract to the lowest responsible bidder, but only up to the limited amount specified by the California Uniform Construction Cost Accounting Commission. Such an award must be approved by a resolution receiving a four-fifths majority vote of the Board of Trustees.

IX. Pre-Qualification Program Process

SBCCD will maintain pre-qualified pools of general contractors and subcontractors based on a Pre-Qualification Questionnaire and a uniform rating system.

General contractors and subcontractors are permitted to pre-qualify in more than one pre-qualified pool/category, depending upon its/their experience, skill, licensing, and other relevant factors.

As projects arise, the pre-qualified contractors and subcontractors, as applicable, will be issued a Request for Bids and/or Proposals for each specific project.

Pre-qualification status may be revoked at any time if SBCCD learns the contractor or subcontractor does not meet the pre-qualification criteria.

Contractors and subcontractors will be required to renew their pre-qualification status with SBCCD on an annual basis.

Appeals Process

Prospective bidders may appeal their proposed prequalification rating prior to the closing time for receipt of bids. Upon request of the prospective bidder, SBCCD will provide notification to the prospective bidder in writing of the basis for the prospective bidder's disqualification and any supporting evidence that has

been received from others or adduced as a result of an investigation by SBCCD. The prospective bidder will be given the opportunity to rebut any evidence used as a basis for disqualification and to present evidence to SBCCD as to why the prospective bidder should be found qualified. If the prospective bidder chooses not to use this appeals process, the proposed prequalification rating may be assumed without further proceeding.

X. Formal Bid Procedures for UCCAAP (for bids over \$3.0 million)

Pursuant to PCC Section 22037, the notice inviting formal bids will state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice will be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the jurisdiction of SBCCD; or, if there is no newspaper printed and published within the jurisdiction of SBCCD, publication will be by posting the notice in at least three places within the jurisdiction of SBCCD as have been designated by ordinance or regulation of SBCCD as places for the posting of its notices. The notice inviting bids will also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified in Section 22036. The notice will be sent at least 15 calendar days before the date of opening the bids. In addition, SBCCD may give notice as it deems appropriate.

XI. Bid Documents for Pre-Qualification & Formal Bids

The Chancellor or designee, shall approve plans, specifications and working details for all public projects estimated to cost more than the UCCAAP limits.

XII. When Contractors List Has Not Been Prepared: Proprietary Product or Service

- If the District has not prepared a list of contractors for the particular category of work to be performed, the notice inviting bids shall be sent to each of the construction trade journals.

- If the product or service is proprietary in nature, such that it can be legally obtained only from a certain contractor(s) pursuant to Public Contract Code Section 3400, the notice inviting informal bids may be sent exclusively to such contractors.

XIII. Contracts for Maintenance

Contracts for maintenance work may be bid pursuant to the Informal Bidding Procedures described above. Maintenance work is routine, recurring work done for the preservation or protection of a public facility; minor repainting; landscape maintenance including mowing, watering, trimming, pruning, planting or replacement of plants, and servicing of irrigation systems; work performed to keep, operate, or maintain publicly owned water, power, or waste disposal systems.

XIV. Rejection of Bids; Re-solicitation; Use of SBCCD Employees

If SBCCD intends to reject all bids, it must mail the apparent low bidder a written notice of SBCCD's intent to reject the bid at least two business days prior to the hearing at which the bids will be considered. After rejecting all bids, SBCCD may:

- Abandon the project;

- Re-advertise the project; or

- Perform the work with District employees, after passing a resolution by a four-fifths (4/5) majority of the Board of Trustees declaring that the project can be performed more economically by District employees.

References:

Education Code ~~Section 81800;~~

~~Public Contract Code Sections 2065081641 et seq. and 22000 et seq.;~~

~~Note: Procedures on construction contracts are legally advised. Local practice may be inserted. The following language is typical and complies with general requirements.~~

~~The **[designate position]** shall be responsible for the planning and programming of new construction, alterations and repairs of existing plants, and leasing of facilities that require state approval. This includes the planning and programming of college initiated new construction, additions to existing plants, and major alterations and repairs of buildings and grounds.~~

~~The **[designate position]** shall be responsible for preparation of drawings and specifications for new buildings, leased facilities, additions, major alterations and improvements of buildings and grounds together with estimates of costs.~~

~~The preliminary drawings, which shall cover all proposed facilities together with construction cost estimates, shall be submitted to the Board for approval and authorization to proceed with the working drawings and specifications. Upon completion, the working drawings, specifications and revised cost estimates, if any, will be submitted for approval to the California Community College Chancellor's Office and the State Department of General Services as required by statute in the name of the Board of Trustees.~~

~~The final working drawings and specifications, approved by the State Department of General Services and the California Community College Chancellor's Office, together with revised estimates, if any, shall then be submitted to the Board of Trustees for adoption.~~

~~The letting of contracts for construction shall comply with procedures of the District regarding contracts that exceed the statutory minimums for competitive bidding. (See AP 6340 titled Bids and Contracts)~~

~~**Note:** Districts may, by resolution, elect to become subject to the California Uniform Public Construction Accounting Act (Public Contract Code Sections 22000 et seq.), which provides for an alternative set of bidding procedures. (See AP 6340 titled Bids and Contracts)~~

Labor Code Sections 1770 et seq.:

Public Contract Code Sections 20110 et seq., 20650 et seq., 22000 et seq. (Uniform Public Construction Cost Accounting Act (UPCCAA))

Attachments:

AP 6350 Bids and Contracts -
Construction.docx



Current Status: Active

PolicyStat ID: 3983651



Origination: 06/2004
Last Approved: 04/2018
Last Revised: 12/2014
Next Review: 04/2024
Owner: [Human Resources Human Resources](#)
Policy Area: [Chapter 7 Human Resources](#)
References:

BP 7120 Recruitment and Hiring

(Replaces current SBCCD BP 7120)

The Chancellor shall establish procedures for the recruitment and selection of employees including, but not limited to, the following criteria.

An Equal Employment Opportunity Plan shall be implemented according to Title 5 and Board Policy 3420 titled Equal Employment Opportunity.

Academic employees shall possess the minimum qualifications prescribed for their positions by the Board of Governors.

The criteria and procedures for hiring instructional/non-instructional academic employees shall be established and implemented in accordance with board policies and administrative procedures regarding the Academic Senate's role in local decision-making.

The criteria and procedures for hiring classified employees shall be established by the Board of Trustees.

References:

Education Code Sections 70901.2, 70902(b)(7) & (d), and 87100 et seq.;
 Title 5 Sections 53000, et seq. and 51023.5;
 ACCJC Accreditation Standard III.A.1

Attachments:

[BP 7120 Recruitment and Hiring- Comments](#)
[BP 7120 Recruitment and Hiring- Legal Citations](#)

Approval Signatures

Step Description	Approver	Date
	Stacey Nikac: Administrator	07/2018
Board of Trustees 1st reading	Board Board: [SN]	01/2018
District Assembly Recommendation	District Assembly District Assembly: [SN]	11/2017
District Assembly 1st reading	District Assembly District Assembly: [SN]	10/2017
Chancellor's Cabinet	Chancellor's Cabinet Chancellor's Cabinet: [SN]	09/2017

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SAN BERNARDINO
COMMUNITY
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Owner: *Human Resources Human Resources*
Policy Area: *Chapter 7 Human Resources*
References:

AP 7120 Recruitment & Hiring

The District employs persons for positions categorized as Faculty, Classified, Confidential, Educational Administrators, and Classified ~~Supervisors and Managers~~ Administrators as outlined in corresponding board policies and administrative procedures:

BP/AP 7210 titled Faculty

BP/AP 7230 titled Classified Employees

BP/AP 7240 titled Confidential Employees

BP/AP 7250 titled Educational Administrators

BP/AP 7260 titled Classified ~~Supervisors and Managers~~ Administrators

The information in this procedure does not apply to the recruitment and hiring for the position of Chancellor (see AP 2431 Chancellor Selection).

Position Approval Process

Every department, program, or discipline in the District, whether associated with a District function or on a campus/college, completes an annual program review, identifying needed positions for the coming fiscal year. Needed positions could be new positions or positions that are vacant at the time of the review. Once the positions are identified, they are submitted to the strategic planning process for review. The various strategic planning committees make recommendations to the site manager. All positions are subject to funding.

Job Opening/Application Processes

The District utilizes a completely electronic process for posting all job openings and the application process. The online applicant tracking system serves as the mechanism for submittal of recruitment requests, routes them through approval process and serves as the tool for job posting and application submittal. Initial screening is coordinated between Human Resources and screening committee members. Application materials may be submitted to the District Office during regular business hours.

Job Postings

When a position is approved for recruitment, the job is posted on the District's Human Resources webpage, and advertised in other appropriate venues.

Applying for a Job

Applicants can apply for any open position by logging onto the District's Human Resources webpage.

Applicants will be expected to electronically attach all required documentation, such as, but not limited to: resume, cover letter, transcripts, certifications, etc., to the application.

The District has established the following hiring qualifications for all educational administrator positions:

- A. Demonstrated sensitivity to, understanding of, and respect for the diverse academic, socio-economic, cultural, disability, religious, sexual orientation, and ethnic backgrounds of community college students.
- B. Meet the minimum qualifications as stated in the job description.
- C. Commitment to participate in the collegiate consultation process of the College and the District.
- D. See BP/AP 3410 Nondiscrimination to ensure the most up-to-date protected classes are addressed.

Recruitment

The District shall maintain a program of verifiable Equal Employment Opportunity recruitment of qualified members of historically underrepresented groups in all job categories and classifications, including but not limited to faculty, classified and confidential employees; categorically funded positions; and all other executive, administrative and managerial positions.

Job announcements shall clearly state job specifications setting forth the knowledge, skills, and abilities necessary for job performance. All job specifications including any "required", "desired" or "preferred" qualifications beyond the state minimum qualifications which the District wishes to utilize shall be reviewed by the appropriate administrator and the Office of Human Resources before the position is announced to ensure conformity with the requirements of Title 5 (53022) and both State and Federal non-discriminatory laws. The content of the job announcement is the responsibility of the appropriate administrator and the Office of Human Resources and must be approved by the ~~Vice Chancellor~~Executive Director of Human Resources ~~& Employee Relations~~ or Designee.

The position announcement must include the following:

1. A description of the duties and responsibilities;
2. Minimum qualifications;
3. Additional desirable qualifications that are job related and support the responsibilities of the position;
4. Provision for presentation of qualifications that are equivalent to the minimum qualifications;
5. Notification of testing if required; and
6. Legal qualifiers, established by the Office of Human Resources to comply with Federal, State, and District regulations (e.g. Title 5, Title VII, EEO and ADA).

Pre-Screening Process

The Office of Human Resources will pre-screen the applications to ensure that applicants meet minimum qualifications and requirements as set forth in the position announcement ~~and~~, will consult expertise as needed, and, on that basis, will certify the "qualified" pool of applicants. The District's Office of Human Resources shall conduct applicant pool reviews and take appropriate action as necessary consistent with all of the requirements set forth in Section 53023 of Title 5 of the California Code of Regulations. The composition of the qualified applicant pool shall be reviewed and compared to the composition of the initial applicant pool. If the Chief Human Resources Officer or designee finds that the composition of the qualified pool may have been influenced by factors which are not job related, appropriate action will be taken. This applicant pool data shall

be reviewed in conducting the analysis described in section 53006(a).

The Screening Committee

1. The appropriate administrator in consultation with the Office of Human Resources will designate the composition of the Screening Committee to ensure appropriate representation from the affected department.
2. ~~The Screening Committee for management positions shall have no less than three (3) and no more than nine (9) members who have been trained by the Office of Human Resources.~~ The Screening Committee make up can be found in the Screening Committee Guidelines and in accordance the EEO Plan.
3. All Screening Committee members must receive training on equal opportunity, diversity, and the employment process for each Screening Committee on which they serve. Such training will be provided by the Office of Human Resources.
4. The majority of the members shall be those with applicable knowledge in the job category or classification with at least one member being directly from the affected department.
5. Every Screening Committee shall have at least one management member and one California Schools Employee Association (CSEA) appointee and when appropriate, an appointee from the Academic Senate.
6. The administrator of the vacant position will appoint the remaining members of the Screening Committee. Each Screening Committee will also include an Equal Employment Opportunity representative designated by the Office of Human Resources.
7. The Equal Employment Opportunity representative's role and responsibility is to maintain confidentiality and ensure the hiring process remains fair and equitable.
8. Every effort must be made to incorporate broad representation on every Screening Committee to bring a variety of perspectives to the screening process.
9. The appropriate administrator of the vacant position submits the membership of the Screening Committee to the Office of Human Resources for approval.

Interview Process

1. In cases where fewer than three (3) candidates are ~~invited for~~ selected for a first level interview, the Screening Committee Chair shall provide written justification to the Office of Human Resources for approval.
2. The screening Committee develops job related interview questions. All questions will be reviewed by the Vice Chancellor of Human Resources & Employee Relations or designee. All Interview questions are confidential.
3. The Screening Committee will determine the candidates, date, and time to interview.
4. The Office of Human Resources will contact the candidates to be interviewed. The appropriate administrator will coordinate with the Office of Human Resources the arrangements for the time and place of the interview.
5. The interview will be conducted by the members of the Screening Committee. Each candidate will be asked the same questions, in the same way, for a fair and consistent basis in assessing all the interviewees.
6. All Screening Committee members must sign a confidentiality statement prior to the interviews and are

required to fill out an evaluation form and rank all interviewees.

7. If a Screening Committee member is absent from any part of the interview process, that member is disqualified from any future participation unless otherwise determined by the ~~Vice Chancellor of Human Resources & Employee Relations~~ Department.
8. After the 1st level interviews are concluded, each member of the Screening Committee will evaluate the qualifications of the interviewees. The EEO representative will be responsible for all documentation of the interview and recommendation. The Screening Committee will identify strengths and concerns of all candidates advancing to 2nd level interviews.
9. The supervisor may participate on the 1st level interviews on recommendation of the appropriate administrator. In unique situations where the only representative of the affected department is the supervisor, the Office of Human Resources will assess the particular circumstance.
10. The Screening Committee will recommend at least three (3) candidates to the appropriate administrator for 2nd level interviews. The Screening Committee shall recommend no less than three (3), unless fewer were interviewed or unless the Screening Committee Chair presents written justification for submitting fewer than three (3) for 2nd level interview.
11. Second level interviews will be convened for all finalists by the appropriate administrator or designee. An EEO representative will be present for second level interviews.
12. The Office of Human Resources will contact the finalists to be interviewed at 2nd level and communicate the arrangements for the time and place for the interview, as determined by the appropriate administrator or designee.

Selection Process

The appropriate administrator and designee shall select one of the finalists, who is best qualified to fill the position and shall recommend such person to the Chancellor. An eligibility list can be established for multiple non academic positions.

The appropriate administrator will submit an online notification to the Office of Human Resources to forward the screening to the Board of Trustees for approval.

Reference Check

Upon receipt of the selected candidate, the Office of Human Resources or the College President will conduct reference check in accordance with the policies and principles of Equal Employment Opportunity.

The Office of Human Resources will contact the successful candidate to make a provisional offer of employment, contingent upon passing the Department of Justice clearance, pre-employment physical, and Board of Trustee approval.

Once the successful candidate has accepted the offer, the Office of Human Resources will notify the unsuccessful candidates in writing of non-selection. If an eligibility list is established, candidates will be informed of their rank and duration.

Loyalty Oath

All management personnel will be required to sign the legally prescribed oath of allegiance upon employment with the District.

Scheduling of Interviews

Applicants who are invited for an initial interview and who live more than ~~200~~¹⁰⁰ miles away will be scheduled for an interview with the college president or chancellor, if possible, in addition to the committee interview on the same day as the initial interview.

Finalists who are invited for a second interview and live more than ~~200~~²⁰⁰~~100~~ miles away will be reimbursed for actual travel and meal expenses incurred as set forth in the Employee Travel Policy.

Also see BP/AP 3410 Nondiscrimination; BP/AP 3420 Equal Employment Opportunity; BP/AP 7211 Faculty Service Areas, Minimum Qualifications, and Equivalencies; and AP 7126 Applicant Background Checks

References:

Education Code Sections 87100 et seq., 87400, and 88003;
ACCJC Accreditation Standard III.A.1 (formerly III.A)

Attachments:

[AP 7120 Recruitment and Hiring - Comments](#)
[AP 7120 Recruitment and Hiring - Legal Citations](#)



Current Status: *Active*

PolicyStat ID: 4298573



SAN BERNARDINO
COMMUNITY
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DISTRICT

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Last Revised: 06/2015
Next Review: 03/2025
Owner: [Human Resources Human Resources](#)
Policy Area: [Chapter 7 Human Resources](#)
References:

BP 7160 Professional Development

The Chancellor shall provide professional development opportunities, consistent with the institutional mission and based on identified needs for all employees.

Reference:

ACCJC Accreditation Standard III.A.14

Attachments:

[BP 7160 Professional Development- Comments](#)
[BP 7160 Professional Development- Legal Citations](#)

Approval Signatures

Step Description	Approver	Date
	Policy Stat	03/2019
	Policy Stat	03/2019
	Policy Stat	03/2019
	Policy Stat	03/2019
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References:

AP 7160 Professional Development

Employees represented by CSEA and CTA should refer to their respective bargaining unit agreements for information specific to their unit. ~~Managers and Confidential shall refer to their handbooks for information specific to their group.~~

The District and colleges shall establish integrated professional development plans consistent with the Educational Master Plans and District strategic priorities.


Needs assessments surveys will be conducted at least annually to identify professional development needs among employees. Professional development activities will be collegiately planned and presented based on the results of the needs assessments and institutional priorities. Professional development activities will be evaluated and the results will be used to improve programs and activities to ensure District and employee needs are being met.

Reference:

Education Code Sections 87150, et seq.;
ACCJC Accreditation Standard III.A.14 (formerly III.A.5)

Attachments:

[AP 7160 Professional Development - Comments](#)
[AP 7160 Professional Development - Legal Citations](#)

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		Owner:	<i>Human Resources Human Resources</i>
		Policy Area:	<i>Chapter 7 Human Resources</i>
		References:	<i>Brand New - advised</i>
AP 7232 Classification Review			
<p>Every position in the classified service in the District shall be assigned a classification.</p> <p>These classifications will determine the salary levels that shall be applied to these positions.</p> <p>Review of class specifications shall be undertaken indicate time period or phrase such as "regularly" <u>every four years</u> to revise and update the duties and/or responsibilities of positions in the classified service.</p> <p>References:</p> <p>Education Code Sections 88001 and 88009</p>			
Attachments:		No Attachments	



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 Owner: Human Resources Human Resources
 Policy Area: Chapter 7 Human Resources
 References: Legally Advised

BP 7310 Nepotism

(Replaces current SBCCD BP 7310)

The District does not prohibit the employment of relatives or domestic partners as defined by Family Code Sections 297 et seq. in the same department or division, with the exception that they shall not be assigned to a regular position within the same department, division, or site that has an immediate family member who is in a position to recommend or influence personnel decisions.

Personnel decisions include appointment, retention, evaluation, tenure, work assignment, promotion, discipline, demotion, or salary of the relative or domestic partner as defined by Family Code Sections 297 et seq.

Immediate family means spouse, domestic partner, parents, grandparents, siblings, children, stepchildren, grandchildren, and in-laws or any other relative living in the employee's home.

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

Notwithstanding the above, the District retains the right, where such placement has the potential for creating an adverse impact on supervision, safety, security, or morale, or involves other potential conflicts of interest, to refuse to place spouses in the same department, division, or facility. The District retains the right to reassign or transfer any person to eliminate the potential for creating an adverse impact on supervision, safety, security, or morale, or involves other potential conflicts of interest.

References:

Government Code Sections 1090 et seq. and 12940 et seq.

~~Family Code Sections 297 et seq.~~

Attachments:

[BP 7310 Nepotism- Comments](#)
[BP 7310 Nepotism- Legal Citations](#)
[BP7310 -OLD.pdf](#)
[SBCCD - Overview for Legal Update 31 Final Version.docx](#)



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Policy Area: Chapter 7 Human Resources
References:

AP 7310 Nepotism

(Replaces current SBCCD AP 7310)

The employment of relatives in the same facility, department, division, office or line of supervisory authority can cause serious problems in the work place which adversely affect productivity, morale, confidentiality, safety, security, and create conflicts of interest. The employment of relatives can also adversely impact the nature of the necessary working relationships between supervisors and employees and between co-employees. Additionally, these problems adversely affect the public trust and confidence in the fairness and efficiency of the employment policies and operations of the District. These adverse effects are caused, in part, by real or perceived favoritism, scheduling conflicts, personal conflicts and hostility in the work place, claims of partiality in providing or awarding favorable working conditions, promotions, transfers or assignments, the compromise or suspected compromise of confidential or privileged information or records, alteration or destruction of records, or the suspected or actual loss or destruction of District property or financial assets. These problems frequently arise when relatives work together.

- A. "Relatives," with the exception of married employees, are defined as persons who are related by blood or marriage, or whose relationship is similar to that of persons who are related by blood or marriage (i.e., adopted child or step parent).
- B. Relatives of currently employed District employees may be hired by the District as employees, promoted or transferred only if: (1) the individuals concerned will not work in a direct supervisory relationship with each other, or be in the same line of authority or supervision; (2) the individual hired, promoted or transferred will not work in the same department, division, office or facility or under the authority of one supervisor; (3) the employment, promotion or transfer will not cause any potential conflicts or disruption to District operations; and (3) the employment, promotion or transfer will not pose any potential articulable problems or conflicts involving supervision, security, safety, confidentiality, performance or morale.
- C. Current District employees are strictly prohibited from participating in, or influencing or attempting to influence the selection process or the employment, promotion or transfer of any relative or their spouse.
- D. The District reserves the right to take prompt action to prevent the attempt of any relative or spouse to influence the selection or any other employment decision involving any relative or spouse.

The employment of spouses in the same department, division or facility involves potential conflicts of interests that are greater for married persons than for other persons. Additionally, the placement of one spouse under the direct supervision of the other frequently leads to problems involving supervision, safety, security or morale. The employment of spouses shall be governed by the rules set forth in the following paragraph E.

E. No employment decision, including but not limited to transfers or promotions, shall be based on whether an individual has a spouse presently employed by the District except in accordance with the following criteria:

1. For business reasons of supervision, safety, security or morale, the District may refuse to place one spouse under the direct supervision of the other spouse.
2. For business reasons of supervision, security or morale, the District may refuse to place both spouses in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for married couples than for other persons.
3. For co-employees who marry, the District shall make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale.

~~For the purpose of this Paragraph E, a "spouse" is defined as a partner in a marriage between a man and a woman.~~

4. Present employees of the District who marry or who become related by marriage must immediately notify their supervisors. If employees who marry or who become related by marriage do work in a direct supervisory relationship with one another or do cause an actual conflict or difficulty concerning supervision, security, safety, or morale, the District will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available, and no other accommodation is reasonable or practicable.
5. Any decision not to employ, promote or transfer the spouse of an employee shall be made on a case-by-case basis by the ~~Vice Chancellor~~Executive Director of Human Resources, or designee, taking into account all of the actual facts and circumstances regarding the particular position and the duties and the relationship of the position and duties performed by the employed spouse. This decision shall involve an assessment of the actual work setting to determine whether that setting would pose, because of the mutual concerns married couples are assumed to share, a potential conflict of interest or other hazards greater for married couples than for other employees. If the potential conflict or hazard is determined to be greater, the District will regulate the employment of spouses to avoid the conflict or other hazard by reasonably matching the severity of its actions toward one or the other spouse to the degree of risk and significance of the potential harm involved.

~~Sample from another District~~

~~Applicants for employment must declare on their District applications their relatives or immediate family members who are current District employees, or members of the Board of Trustees.~~

~~Present employees working in the same department or division who become relatives must notify the Human Resources Office. If that relationship causes or it is reasonably foreseeable that it will cause a conflict of interest or a problem with supervision, safety, security, or morale, the District will make every attempt to reassign one of the employees or will make arrangements which mitigate the problems until such a transfer is possible.~~

~~Sample from another District~~

~~In the event employees decide to live in the same household, the District shall make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security, or morale. The District may affect a transfer or take other appropriate action to avoid these problems.~~

~~No District employee or Board member shall serve on a committee for the purpose of selecting or~~

~~evaluating an employment candidate if he/she is in the immediate family, living in the same household, or romantically involved with any candidate being considered.~~

~~Sample from another District~~

~~The District will allow flexibility in the application of its nepotism policy when relatives (or domestic partners as defined by Family Code Sections 297 et seq.) would be in the same department.~~

~~If two persons in the same department should marry or enter into a domestic partner relationship while both are employed by the District, they may continue their employment in the same department provided they not work in any position that would require one to be in a decision making role relative to the other.~~

~~In those instances where developments would result in a relative/partner having recommending or decision-making responsibilities over another relative/partner, the appropriate vice president in consultation with superintendent/president will intercede to ensure that there is no conflict of interest. Actions may include reassignment to another department.~~

~~References:~~

References:

Government Code Sections 1090 et seq. and 12940 et seq.

Attachments:

[AP 7310 Nepotism - Comments](#)
[AP 7310 Nepotism - Legal Citations](#)
[AP7310-OLD.pdf](#)

Approval Signatures

Step Description	Approver	Date
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SAN BERNARDINO
COMMUNITY
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References: Brand New - required

AP 7336 Certification of Freedom from Tuberculosis

Except as provided herein, no person shall be initially employed by the District in an academic or classified position unless the person has within the last 60 days submitted to a tuberculosis risk assessment developed by the State Department of Public Health and the California Tuberculosis Controllers Association and, if risk factors are present, an examination to determine that he/she is free of active tuberculosis, by a physician and surgeon licensed under the California Business and Professions Code. This examination shall consist of an X-ray of the lungs, or an approved intra-dermal tuberculin test, that, if positive, shall be followed by an X-ray of the lungs. This examination is a condition of initial employment and the expense shall be borne by the applicant. Candidates and current employees may go to either campus and have the TB test conducted by the student health centers.

The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a physician and surgeon licensed under the Business and Professions Code.

The ~~[designate position]~~ Executive Director of Human Resources may exempt, for a period not to exceed 60 days following termination of the pregnancy, a pregnant employee from the requirement that a positive intra-dermal tuberculin test be followed by an X-ray of the lungs.

Thereafter, employees who are skin test negative, or were not tested because of a lack of risk factors, are required to undergo the foregoing tuberculosis risk assessment and, if risk factors exist, examination at least once ~~each [time period per board policy that is at least every four years]~~ every four years upon recommendation of the local health officer for so long as the employee remains skin test negative. Once an employee has a documented positive skin test that has been followed by an X-ray, the foregoing tuberculosis risk assessments and examinations shall no longer be required and referral shall be made within 30 days of completion of the examination to the local health officer to determine the need for follow up care.

If risk factors were present at the tuberculosis risk assessment and an examination occurs, after the examination, an employee shall cause to be on file with the District a certificate from the examining physician and surgeon showing the employee was examined and found free from active tuberculosis.

This procedure shall not apply to any employee of the District who files an affidavit stating that he/she adheres to the faith or teachings of any well-recognized religious sect, denomination, or organization and in accordance with its creed, tenets, or principles depends for healing upon prayer in the practice of religion and that to the best of his/her knowledge and belief he/she is free from active tuberculosis. If at any time there should be probable cause to believe that the applicant is afflicted with active tuberculosis, he/she may be excluded from service until the ~~[designate position]~~ Executive Director of Human Resources is satisfied that he/she is not so

afflicted.

A person who transfers his/her employment from another school or community college District shall be deemed to meet the requirements of this procedure if the person can produce a certificate that shows that he/she within the past four years had a tuberculosis risk assessment that showed no risk factors were present or was examined and was found to be free of communicable tuberculosis, or if it is verified by the college previously employing him/her that it has a certificate on file that contains that showing.

A person who transfers his/her employment from a private or parochial elementary school, secondary school, or nursery school to the District shall be deemed to meet the requirements of this procedure if the person can produce a certificate as provided for in Health and Safety Code Section 121525 that shows that he/she within the last four years had a tuberculosis risk assessment that showed no risk factors were present or was examined and was found to be free of communicable tuberculosis, or if it is verified by the school previously employing him/her that it has the certificate on file.

Reference:

Education Code Section 87408.6

Attachments:

[AP 7336 Update #30.pdf](#)



SAN BERNARDINO
COMMUNITY
COLLEGE
DISTRICT

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Last Revised: N/A
Next Review: N/A
Owner: *Academic Senates Academic Senates*
Policy Area: *Chapter 5 Student Services*
References:

BP 5500 Standards of Student Conduct

(Replaces current SBCCD BP 5500)

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

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

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

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

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

- ~~• Causing, attempting to cause, or threatening to cause physical injury to another person.~~
- ~~• Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife, or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a District employee, which is concurred in by the college president.~~
- ~~• Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the California Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5.~~
- ~~• Committing or attempting to commit robbery or extortion.~~
- ~~• Causing or attempting to cause damage to District property or to private property on campus.~~
- ~~• Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.~~
- ~~• Willful or persistent smoking in any area where smoking has been prohibited by law or by regulation of the college or the District.~~
- ~~• Sexual assault or sexual exploitation regardless of the victim's affiliation with the district.~~
- ~~• Committing sexual harassment as defined by law or by District policies and procedures.~~
- ~~• Engaging in harassing or discriminatory behavior based on disability, gender, gender identity, gender~~

~~expression, nationality, race or ethnicity, religion, sexual orientation, or any other status protected by law.~~

- ~~• Engaging in intimidating conduct or bullying against another student through words or actions, including direct physical contact; verbal assaults, such as teasing or name calling; social isolation or manipulation; and cyberbullying;~~
- ~~• Willful misconduct which results in injury or death to a student or to college personnel or which results in cutting, defacing, or other injury to any real or personal property owned by the District or on campus.~~
- ~~• Disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of the authority of, or persistent abuse of, college personnel.~~
- ~~• Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty.~~
- ~~• Dishonesty, forgery, alteration or misuse of college documents, records or identification; or knowingly furnishing false information to the District.~~
- ~~• Unauthorized entry upon or use of college facilities.~~
- ~~• Lewd, indecent, or obscene conduct on District-owned or controlled property or at District-sponsored or supervised functions.~~
- ~~• Engaging in expression which is obscene; libelous, or slanderous; or which so incites students as to create a clear and present danger of the commission of unlawful acts on college premises, or the violation of lawful District administrative procedures, or the substantial disruption of the orderly operation of the District.~~
- ~~• Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.~~
- ~~• Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any District policy or administrative procedure.~~

References:

References:

Education Code Sections 66300 and 66301;
ACCJC Accreditation Standards I.C.8 and 10 (formerly II.A.7.b)

Attachments:

[BP 5500 Standards of Student Conduct -
Comments](#)

[BP 5500 Standards of Student Conduct - Legal
Citations](#)



Origination: N/A
 Last Approved: N/A
 Last Revised: N/A
 Next Review: N/A
 Owner: *Academic Senates Academic Senates*
 Policy Area: *Chapter 5 Student Services*
 References:

AP 5500 Standards of Student Conduct

(Replaces current SBCCD AP 5500)

Definitions:

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

- ~~• Causing, attempting to cause, or threatening to cause physical injury to another person.~~
- ~~• Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a District employee, which is concurred in by the [designate position].~~
- ~~• Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in California Health and Safety Code Sections 11053 et seq., an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5.~~
- ~~• Committing or attempting to commit robbery or extortion.~~
- ~~• Causing or attempting to cause damage to District property or to private property on campus.~~
- ~~• Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.~~
- ~~• Willful or persistent smoking in any area where smoking has been prohibited by law or by regulation of the college or the District.~~
- ~~• Committing sexual harassment as defined by law or by District policies and procedures.~~
- ~~• Engaging in harassing or discriminatory behavior based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other status protected by law.~~
- ~~• Engaging in intimidating conduct or bullying against another student through words or actions, including direct physical contact; verbal assaults, such as teasing or name-calling; social isolation or manipulation; and cyberbullying.~~
- ~~• Willful misconduct that results in injury or death to a student or to District personnel or which results in cutting, defacing, or other injury to any real or personal property owned by the District or on campus.~~
- ~~• Disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open and persistent defiance of the authority of, or persistent abuse of, college personnel.~~
- ~~• Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty as defined by [insert local practice].~~
- ~~• Dishonesty; forgery; alteration or misuse of District documents, records or identification; or knowingly~~

~~furnishing false information to the District.~~

- ~~• Unauthorized entry upon or use of District facilities.~~
- ~~• Lewd, indecent or obscene conduct or expression on District-owned or controlled property, or at District sponsored or supervised functions.~~
- ~~• Engaging in expression which is obscene, libelous or slanderous, or which so incites students as to create a clear and present danger of the commission of unlawful acts on District premises, or the violation of lawful District regulations, or the substantial disruption of the orderly operation of the District.~~
- ~~• Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.~~
- ~~• Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any District policy or administrative procedure.~~

~~Students who engage in any of the above are subject to the procedures outlined in AP 5520 titled Student Discipline Procedures.~~

Standards of Student Conduct

The District may impose discipline for the commission, or attempted commission, of the following types of violations by Students, or for aiding or abetting, inciting, conspiring, assisting, hiring or encouraging another person to engage in a violation of this Standards of Student Conduct, or for any violation of state or Federal law. Being under the influence of drugs and/or alcohol, or the existence of other psychological impairment does not excuse a violation of this Standards of Student Conduct.

- A. Academic Misconduct. All forms of academic misconduct including, but not limited to, cheating, fabrication, plagiarism, or facilitating academic dishonesty.
- B. Alcohol. Manufacture, distribution, dispensing, possession, use, consumption or sale of, or the attempted manufacture, distribution, dispensing, distribution, consumption or sale of alcohol that is unlawful or otherwise prohibited by, or not in compliance with, District policy, administrative procedures, or campus regulations.
- C. Assault/Battery. Assault, battery, or any threat of force or violence upon a Student or upon any Member of the District Community. This includes, but is not limited to:
 - 1. Inflicting bodily harm upon any Member of the District Community;
 - 2. taking any action for the purpose of inflicting bodily harm upon any Member of the District Community;
 - 3. taking any reckless, but not accidental action, from which bodily harm could result to any Member of the District Community;
 - 4. Causing a Member of the District Community to believe that the offender or their agent may cause bodily harm to that person or any member of their family or any other Member of the District Community;
 - 5. Inflicting or attempting to inflict bodily harm on oneself.
- D. Bias. Bias-related incidents are behavior that constitutes an expression of hostility against a person or property or another due to the targeted person's race, religion, sexual orientation, ethnicity, national origin, gender, age, marital status, political affiliation, or disability. These acts or behaviors may not rise to the level of a crime, or a violation of state or federal law, but may constitute to creating an unsafe,

negative, or unwelcome environment for the targeted person.

E. Continued Misconduct or Repeat Violation. Repeated misconduct or violations of this Policy, when other means of correction have failed to bring about proper conduct.

F. Dating Violence. Violence committed by a member of the District Community who is, or has been, in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based upon the consideration of the following factors:

1. Length of the relationship
2. The frequency of interaction between the persons involved in the relationship
3. Type of relationship, and

G. Destruction of Property. The damaging, destroying, defacing, or tampering with District Property or the property of any person or business on District Property or at a District function, including but not limited to, taking down, defacing, or otherwise damaging District authorized posters, handbills and/or notices posted on District property.

H. Discrimination. Unlawful discrimination against a person on the basis of race, ethnicity, color, religion, national origin, sex, age, disability, military or veteran status, gender identification, gender expression, marital status, sexual orientation, or genetic information, except where such distinction is authorized by law.

I. Dishonesty. All forms of dishonesty including but not limited to fabricating information, furnishing false information, or reporting a false emergency to the District.

J. Disorderly or lewd conduct. Engaging in disorderly or lewd, indecent or obscene behavior on District Property or at a District function.

K. Disruption of Educational Process. Destruction or disruption on or off District Property of the District educational process(es), including but not limited to interrupting, impeding, obstructing or causing the interruption or impediment of any class, lab, administrative office, teaching, research, administration, disciplinary procedures, District activity or District authorized Student activity or administrative process or other District function; or disturbing the peace on District Property or at any District function.

L. Disruptive Behavior. Disruptive behavior, disobedience, profanity, vulgarity, or the open defiance of the authority of or abuse of District personnel, or which adversely effects the delivery of educational services to Students and the District Community.

M. Disturbing the Peace. Disturbing the peace and good order of the District by, among other things, fighting, quarreling, disruptive behavior, or participation in a disturbance of the peace or unlawful assembly.

N. Drugs. Unlawful or attempted manufacture, distribution, dispensing, possession, use, distribution or sale of, controlled substances, dangerous drugs, restricted dangerous drugs or narcotics, as those terms are used in state or federal statutes on District Property or at any District function. Possession of medicinal marijuana on District premises is prohibited.

O. Endangering Welfare of Others. Violation of any state or federal law relating to the placing at risk of physical or emotional harm of a member of the District Community.

P. Failure to Appear. Failure to appear before a District official when directed to do so.

Q. Failure to Comply or Identify. Failure to identify oneself to, or comply with the directions of, a District Official, employee, policy, law enforcement, or other public officials when requested to do so; or resisting or obstructing such District or other public officials in the performance of or the attempt to perform their

duties.

- R. Failure to Repay Debts or Return District Property. Failure to (a) repay debts to the District; (b) return District property; (c) return property of any member of the District Community.
- S. False Report of Emergency. Knowingly and purposefully, causing, making, and/or circulating a false report or warning of a fire, explosion, crime, or other catastrophe.
- T. Forgery. Any forgery alteration, or misuse of any District document, record, key, electronic device, or identification, or knowingly furnishing false information to a District official.
- U. Fraud. Any attempt to steal, take, carry, lead, or take away the personal property of another, or who fraudulently appropriated property which has been entrusted to him or her, or who shall knowingly and designedly, by any false or fraudulent representation or pretense, defraud any other person of money, labor or property, or who causes or procures or obtains credit and thereby, or fraudulently gets or obtains possession of money, or property, or obtains the labor or service of another, is guilty of theft.
- V. Gambling. Unauthorized gambling on District Property or at any District function.
- W. Harassment/Bullying. A specific act, or series or acts, of a verbal or physical nature, including threats, intended to annoy, intimidate, pester, aggravate, irritate, dominate, ridicule, or cause fear to a member of the District Community, occurring within the jurisdiction of the District as set forth in Section 1.4.
- X. Hateful Behavior. Hateful behavior aimed at a specific person or group of people.
- Y. Hazing. Participation in hazing or any method of initiation or pre-initiation into a campus organization or other activity engaged in by the organization or members of the organization at any time that causes, or is likely to cause, physical injury or personal degradation or disgrace which can inflict psychological or emotional harm to any Student or other person.
- Z. Infliction of Mental Harm. (a) Inflicting mental harm upon any member of the District Community; (b) taking any action for the purpose of inflicting mental harm upon any Member of the District Community; (c) taking any reckless, but not accidental action, from which mental harm to Member of the District Community could result; (d) causing a Member of the District Community to believe that the Student or their agent may cause mental harm to that person or any member of their family or any other member of the District Community; (e) any act which purposefully demeans, degrades, or disgraces any person.
- AA. Library Materials. Cutting, defacing, or otherwise damaging or theft of college library or bookstore materials or property.
- AB. Misrepresentation. A false statement or representation based upon the intentional disregard of false or possibly false information, or knowingly entering into a transaction based upon false information, or misrepresenting oneself to be an agent, employee, or representative of the District or its colleges.
- AC. Misuse of Identification. Transferring, lending, borrowing, altering or unauthorized creation of identification.
- AD. Possession of Stolen Property. Possession of District Property, or the property of any other person, when the Student knows or reasonably should know, that the property was stolen.
- AE. Possession of Weapons. Unauthorized possession, use, storage, or manufacture of explosives, dangerous chemicals, firebombs, firearms, or other destructive devices or weapons as defined in Section K of Appendix A.
- AF. Public Intoxication. Public intoxication or being under the influence of alcoholic beverages, any illegal narcotics, or any substance that causes impairment on District/College Property or at any District/College function.

AG. Sexual Harassment. Sexual harassment against a member of the District Community. Sexual harassment is defined as (a) unwelcome verbal harassment, e.g., epithets, derogatory comments, or slurs; (b) physical harassment, e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual; (c) visual forms of harassment, e.g., derogatory posters, cartoons, or drawings; (d) unwelcome sexual advances, requests for sexual favors; or (e) an intimidating, hostile, or offensive environment. "Unwelcome conduct" is defined as conduct which the member of the District Community does not solicit or initiate, and which the person regards as undesirable or offensive.

AH. Sexual Misconduct comprises a broad range of unwelcome behaviors focused on sex and/or gender that may or may not be sexual in nature. Any intercourse or other intentional sexual touching or activity without the other person's consent is sexual assault, is a form of Sexual Misconduct under this Procedure. Sexual Misconduct is any form of gender-based harassment, including, but not limited to, sexual harassment, sexual assault, and sexual exploitation, as well as harassment based on gender identity, gender expression, and non-conformity with gender stereotypes. Sexual misconduct may also include acts of a sexual nature, including acts of stalking, domestic violence, and dating violence, intimidation, or for retaliation following an incident where alleged Sexual Misconduct or has occurred.

Sexual Misconduct can occur between strangers or acquaintances, or people who know each other well, including between people involved in an intimate or sexual relationship, can be committed by anyone regardless of gender identity and can occur between people of the same or different sex or gender.

- A. Serious Injury or Death. Any intentional, unintentional or reckless action or conduct which results in serious injury or death to a Member of the District Community or their family.
- B. Smoking. Smoking in an area where smoking has been prohibited by law or regulation of the District.
- C. Stalking. Stalking behavior in which a Student repeatedly engages in the course of conduct directed at another person and makes a credible threat with the intent to place that person in reasonable fear for his or her safety, or the safety of his or her family; where the threat is reasonably determined by the College Conduct Officer to create substantial emotional distress, torment, create fear, or to terrorize the person.
- D. Sexual Stalking. The course of conduct directed at a specific person that would cause a reasonable person to feel fear or suffer substantial emotional distress due to another's sexual interest or gender-based stalking. Stalking involves repeated and continued harassment of a sexual or gender-based nature, against the expressed consent of another individual, which causes the targeted individual to feel emotional distress, including fear or apprehension. Such stalking behaviors may include: pursuing or following; unwanted communication or contact—including face-to-face encounters, telephone calls, voice messages, electronic messages, web-based messages, text messages, unwanted gifts, etc.; trespassing; and surveillance or other types of observation.
- E. Theft or Abuse of District's Computers or Electronic Resources. Theft or abuse of District computers and other District electronic resources such as computer and electronic communications facilities, systems, and services. Abuses include (but are not limited to) unauthorized entry, use, transfer, or tampering with the communications of others, and interference with the work of others, and with the operation of a computer and electronic communications facilities, systems, and services. Theft or attempted theft of any kind, including seizing, receiving, or concealing property with knowledge that it has been stolen, is prohibited. Sale, possession, or misappropriation of any property or services without the owner's permission is also prohibited.
- F. Theft or Conversion of Property. Theft or conversion of District Property or services, or the property of any person or business on District Property or at a District function, or possession of any property when the

Student had the knowledge or reasonably should have had knowledge that it was stolen.

- G. Trespass and Unauthorized Possession. Unauthorized or forcible trespass on, entry to, possession of, receipt of, or use of any District services, grounds, equipment, resources, properties, structures, vehicles, boats, water craft or facility, including the unauthorized use of District's name, insignia, or seal without permission or authorization.
- H. Unauthorized Recording. Recording any person on District Property or at any District function without that person's knowledge or consent. This definition shall not apply to recordings conducted in public, in a commonly recognized public forum.
- I. Unauthorized Use of Course or Copyrighted Materials. Students of the District will abide by all aspects of United States copyright law, Title 17 of the United States Code, to the extent possible, under the authoritative interpretation of the law. Students shall not reproduce copyrighted materials without prior permission of the copyright owner, except as allowed by the "fair use" doctrine. In addition, Students shall not sell, prepare, or distribute for any commercial purpose any course lecture notes or video or audio recordings of any course unless authorized by the District in advance and explicitly permitted by the course instructor in writing. The unauthorized sale or commercial distribution of course notes or recordings by a Student is a violation of these Policies whether or not it was the Student or someone else who prepared the notes or recordings. Copying for any commercial purpose handouts, readers or other course materials provided by an instructor as part of a District course unless authorized by the District in advance and explicitly permitted by the course instructor or the copyright holder in writing (if the instructor is not the copyright holder).
- J. Unauthorized Use of District Keys. Unauthorized use, distribution, duplication or possession of any keys issued for any building, laboratory, facility, room, or other District Property.
- K. Unauthorized Use of Electronic Devices. Unauthorized use of an electronic device on District property or at any District function, including but not limited to, classes, lectures, labs, and field trips.
- L. Unauthorized Use of Property or Services. Unauthorized use of property or services or unauthorized possession of District Property or the property of any other person or business.
- M. Unreasonable Demands. Placing repeated, hostile, or unreasonable demands on District staff.
- N. Unwelcome Conduct: conduct of a sexual, gender-based, or harassing nature, which is considered unwelcome if a person did not request or invite it, and considered the conduct to be unwelcome, undesirable, or offensive. Unwelcome conduct may take various forms, including name-calling, graphic or written statements (including the use of cell phones or the Internet), hazing, bullying, or other conduct that may be physically or psychologically threatening, harmful, or humiliating. Unwelcome conduct does not have to include intent to harm, or directed at a specific target, or involve repeated incidents. Unwelcome conduct can involve persons of the same or opposite sex.
- O. Violation of Driving Regulations. Driving unsafely on District property or while taking part in any District function, or repeated violation of District parking regulations.
- P. Violation of Health & Safety Regulations. Violation of any health, safety or related regulations, rule or ordinance on District property or at any District function.
- Q. Violation of Law. Violation of any federal, state or local law on District property, at a District function or involving a member of the District Community.
- R. Violation of Posted District Rules. Violation of any rule or regulation posted on District property by the District or the College, or printed in any District publication.
- S. Violation of Published Computer/Network Usage Policy(s), Procedures, or Guidelines.

1. Accessing and/or without permission altering, damaging, deleting, destroying, or otherwise using any data, computer, computer system, or computer network belonging to or used by the District or any Member of the District Community.
2. Accessing and/or without permission taking, copying, or making use of any data from a computer, computer system, or computer network, or taking or copying any supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network belonging to or used by the District or any Member of the District Community.
3. Using or causing to be used District computer services without permission.
4. Accessing and/or without permission adding, altering, damaging, deleting, or destroying any data, computer software, or computer programs which reside or exist internal or external to a computer, computer systems, or computer network belonging to or used by the District or any Member of the District Community.
5. Disrupting or causing the disruption of computer services or denying or causing the denial of computer services to an authorized user of a computer, computer system, or computer network belonging to or used by the District or any Member of the District Community.
6. Providing or assisting in providing a means of accessing, without permission, a computer, computer, system, or computer network belonging to or used by the District or any Member of the District Community.
7. Accessing or causing to be accessed without authorization any computer, computer system, or computer network belonging to or used by the District or any Member of the District Community.
8. Introducing any computer contaminant or virus into any computer, computer system, or computer network belonging to or used by the District or any Member of the District Community.
9. Sending any message using any computer system or network without authorization or sending any message in the name of another person or entity.
10. Using any account or password without authorization.
11. Allowing or causing to be used an account number or password by any other person without authorization.
12. Accessing or causing to be accessed, downloading or causing to be downloaded, pornographic or obscene materials except when accessing a pornographic website which is part of the instructional process or assignment for a class the Student is currently enrolled in.
13. Use the District's systems or networks for commercial purposes; for example, by performing work for profit with District resources in a manner not authorized by the district.

References:

Education Code Sections 66300-~~and~~, 66301, 66302, 72122, and 76030-76038;

ACCJC Accreditation ~~Standards~~ Standard I.C.8-~~and 10 (formerly II.A.7.b)~~

Attachments:

AP 5500 Standards of Student Conduct -
Comments

AP 5500 Standards of Student Conduct - Legal
Citations

AP5500 -OLD.pdf



SAN BERNARDINO
COMMUNITY
COLLEGE
DISTRICT

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Next Review: N/A
Owner: *Academic Senates Academic Senates*
Policy Area: *Chapter 5 Student Services*
References: *Brand New - required*

AP 5520 Student Discipline Procedures

(Replaces current SBCCD AP 5500)

Student Discipline Procedures

Section I

A. INTRODUCTION

This Administrative Procedure (AP 5520) is intended to effectively administer Board Policy 5500 and Administrative Procedure 5500 title "Standards of Student Conduct," and as such, this Administrative Procedure shall constitute the Standards of Student Discipline for all District Students. This Standards of Student Discipline provides District Students with prior notice of behavior deemed unacceptable by the District's Board of Trustees. This Standards of Student Conduct includes a defined process for the fair and impartial review and determination of alleged improper Student behavior. This Standards of Student Conduct also specifies the various sanctions that may be imposed on District Students for violations of this Standards of Student Conduct. Students are expected to be familiar with the terms of the San Bernardino Community College District's published Board Policy 5500 and this Administrative Procedure 5500 Standards of Student Conduct.

This Standards of Student Discipline provides for the orderly administration of the Standards of Student Conduct consistent with the principles of due process of law. Reasonable deviations from the Standards of Student Conduct will not invalidate a decision or proceeding.

This process does not supersede standards for specific programs which may have a have different process for program eligibility and retention e.g., Fire Academy, Police Academy, Nursing Program, etc.

The District/campus will strive to follow the timelines outlined in this Administrative Procedure barring unexpected delays or campus closures

B. THE USE OF "WILL" AND "SHALL"

In this Standards of Student Discipline, and throughout the District's Board Policies and Administrative Procedures, the use of the terms "will" and "shall" are used in the mandatory sense.

C. NOTICE - PROCESS FOR NOTIFICATION

San Bernardino Community College District's primary correspondence and notification mechanism with Students shall be through the Student's District assigned e-mail account. At the District's discretion, Students may be notified via U.S. mail, delivery in person, via SMS text message, by an alternate email

on record from the Student, or by other authorized communication platforms. San Bernardino Community College District reserves the right to notify parents/legal guardians/emergency contacts when it determines that any Student, regardless of age, is in a situation that is threatening to their own health and safety, or that Student has placed another person in a situation that is threatening to their health and safety.

D. JURISDICTION

Pursuant to Board Policy 5500, the District's jurisdiction concerning alleged Standards of Student Conduct violations extends to the District, its colleges, and for all activities occurring on District property. This jurisdiction includes, but is not limited to, its main and satellite campuses, and to any non-District property used by the District or its colleges where District Students are present. This also applies to online courses/services and District sponsored/College sponsored programs, activities, and travel. This jurisdiction shall also apply to Student-to-Student or Student-to-employee off-campus conduct and/or actions, and electronic activity (such as e-mail, texting, telephone contact, social media), when the College Conduct Officer, or designee, determines that the off-campus conduct affects, disrupts, or interferes with the educational mission of the college. This Standards of Student Conduct also applies to off-campus conduct when the effects of the off-campus conduct create a Hostile Environment or impact a substantial District/College interest. A substantial District/College interest may include:

1. Any action that constitutes a criminal offense as defined by law. This includes, but is not limited to, a single or repeated violations of any local, state, or federal criminal statute or ordinance;
2. Any situation where it appears that a Student may present a danger or threat to the health or safety of themselves or others;
3. Any situation that significantly impinges upon the rights, property, or achievements of self or others, or that significantly breaches the peace or causes significant disruption; and
4. Any situation that is detrimental to the educational interest of the District/College. The Student Code of Conduct may apply to online activity and communication that occur outside of the District's/ College's control when those online behaviors can be shown to create a Hostile Environment on campus or cause a substantial disruption

E. ANTI-DISCRIMINATION STATEMENT

The San Bernardino Community College District does not unlawfully discriminate based upon age, race, ethnicity, sexual orientation or preference, gender, national origin, veteran's status, gender identification, or genetic information in administering District educational policies and procedures. The District complies with the American Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973 and Title IX. See Board Policy 3410 Nondiscrimination.

F. PARALLEL STUDENT DISCIPLINE PROCEEDINGS

Student Discipline Code proceedings are administrative in nature and are independent from court or other administrative proceedings. Discipline may be instituted against a Student also charged in civil or criminal courts based on the same facts that constitute the alleged violation of the Standards of Student Conduct. The District may elect to proceed before, concurrently with, or after any judicial or other administrative proceedings.

G. PARALLEL TITLE IX INVESTIGATION PROCEEDINGS

The District's Title IX Policy and Procedure, BP/AP 3540 Sexual and Other Assaults on Campus, addressing the investigation of allegations of sexual misconduct incorporate the sanctions and general procedures set forth in this Standards of Student Conduct, but are not restricted by this Procedure. Title IX investigations and processes are independent from court or other administrative proceedings. Student

discipline may be instituted against a Student also charged in civil or criminal courts based on the same facts that constitute the alleged violation of Title IX or other law applicable to sexual misconduct. The District may elect to proceed before, concurrently with, or after any judicial or other proceedings.

Section II - Student Rights & Responsibilities

A. DUE PROCESS

Students are entitled to a fundamentally fair process, including reasonable notice of allegations of violations of the Standards of Student Conduct, the opportunity for the Student to be heard and to afford the Student the opportunity to present evidence prior to the administrative determination of the alleged violations. The District reserves the right to make immediate interim suspensions or restrictions when such actions are deemed necessary by the College Conduct Officer or designee pending an investigation and determination of the matter. Any sanction(s) imposed under the Standards of Student Conduct shall be appropriate to the nature of the violation(s). See Section III below.

B. STUDENT RIGHTS

- To be treated with respect by District officials
- To take advantage of campus support resources, such as Counseling, Special Services, Health Services, and other available resources.
- To experience a safe educational environment.
- To not be subjected to retaliation for reporting violations.
- To have complaints heard in substantial accordance with established procedures.
- To fully participate in any process whether the injured individual is serving as the Complainant or the institution is serving as Complainant.
- A complainant may and Respondent shall be informed in writing of the outcome/resolution, any sanctions imposed, and the rationale for the outcome, to the extent permissible under applicable law and Board Policies.

C. SPECIAL REQUESTS/ACCOMMODATIONS - STUDENTS WITH DISABILITIES

Any special requests and/or accommodations by any Party (for example, sign language, the use of assistive technology, service animals, and other accommodations approved by the Office of Disabled Student Programs & Services) must be made at least five (5) calendar days prior to the Administrative Conference. Special requests and accommodations shall also be applicable to Appeal Hearings as set forth in Section 4.2 of this Standards of Student Discipline.

D. ROLE OF LEGAL COUNSEL

An attorney licensed to practice in California may accompany the Student to the hearing. The attorney's role is to provide counsel to the Student without disruption to the hearing process.

The attorney may not make any statements or presentations to the College Conduct Officer, Hearing Panel, or Appeal Committee, examine or cross-examine any witnesses, or present evidence or any written material to the College Conduct Officer or Hearing Panel or Appeal Committee set forth in Section 4.4. The attorney may not, in any way, disrupt or interfere with the hearing process. Any violation of this section shall result in the removal of the attorney. The attorney shall provide the College Conduct Office with a retention letter confirming that they have been retained by the Student at least seven (7) calendar days before the hearing so that the necessary arrangements can be made for a District attorney to be present at the hearing. The attorney's retention letter shall include the attorney's State Bar number and a

telephone number. The requirements of this section shall also be applicable to Appeal Hearings as set forth in Section 4.2 of this Standards of Student Discipline.

E. STUDENT RIGHT TO REVIEW RECORDS

Students seeking to review records relating to their investigation or to the outcome should refer to San Bernardino Community College District Board Policy 5040 Student Records Directory Information and Privacy. The District is not obligated to provide copies of student records unless not doing so would prevent the student from their right to inspect the record in question.

F. RECORDING AND PRESENTING WITNESSES

Audio/Video Recordings – No audio, video or other recording of any investigation, interview, or meeting is permitted by the student. The student has the right to audio record hearings at their own expense.

Witness Rules and Limitations – only witnesses presenting relevant testimony or information directly related to the alleged violations are permitted. Witness statements relating to the alleged violations may be accepted by the College Conduct Officer at their sole discretion if such statements are deemed to be material and relevant to the proceeding.

The College Conduct Officer or designee shall be responsible for contacting witnesses for all meetings other than the appeal hearing, subject to the Student notifying the college no less than five (5) calendar days prior to the proceeding. The College Conduct Officer reserves the right to exclude redundant testimony from witnesses, or redundancy in witnesses.

G. CONFIDENTIALITY

Any information provided to District employees may be shared with other District employees, law enforcement, or other parties, consistent with law, and only on a “need to know” basis. District employees shall endeavor to honor any Complainant or victim’s request for confidentiality; however, confidentiality cannot always be assured. The District may weigh requests for confidentiality against its duty to provide a safe and nondiscriminatory environment for all members of the District Community.

Investigative or hearing proceedings are considered private and confidential so as to protect the Parties involved. Hearings or meetings shall not be conducted in public, and are not open to the public. The Parties involved are expected to maintain the privacy of the proceedings.

Section III - Student Discipline Process

A. FACULTY INITIATED REMOVAL

Prior to removal, the faculty member is responsible to identify the behavior and inform the student that failure to correct the issue may result in removal from the class. If the behavior persists, the faculty member may remove, for good cause, any student from their class for up to two (2) class sessions. The student shall not return to the class during the period of the removal without permission of the instructor. Nothing herein will prevent the college president or designee from recommending further discipline in accordance with these procedures based on facts that led to the removal. As used in this rule, “good cause” includes those offenses listed in the Student Code of Conduct. In instances of online courses, students access to course content will be removed for a period of time comparable to two class sessions.

B. COMPLAINT FILED/INCIDENT REPORTED

San Bernardino Community College District, through its College Conduct Officers, will investigate all reports of alleged violations of the Standards of Student Conduct. Anyone who believes a section of the Code of Conduct has been violated should contact any College Conduct Officers identified at each District

campus. Reports of allegations are entered into a District-wide system where it is assigned to the appropriate College Conduct Officers.

C. NOTICE TO STUDENT

In all cases, the College Conduct Officer, or designee, will provide notice to the Parties, providing them with the following information, pursuant to Section 1.3:

- A description of the alleged violation(s).
- A description of the applicable policies.
- A statement of the potential sanctions/responsive actions that could result.
- A required date and time, for the Student, to contact the College Conduct Officer within seven (7) calendar days from the date of initial notification to schedule a hearing/meeting, superseding all other campus and work activities. The Student's failure to contact the College Conduct Officer within this seven (7) calendar day period shall constitute the Student's waiver of their ability to provide a response to the alleged violation(s), and the proceeding shall take place as if the Student has not responded.

D. INTERIM ACTIONS: Interim actions are those temporary sanctions deemed necessary by the College Conduct Officer to protect the safety and security of the District Community pending an investigation into the alleged violations of the Standards of Student Conduct.

1. The College Conduct Officer may take any interim actions deemed necessary to:
 - Protect the District Community from potential threats to health and safety;
 - Protect any particular member of the community;
 - Protect against the risk of substantial disruption to the normal operations of the campus.
2. The College Conduct Officer or designee will inform the Respondent involved of any interim action/restrictions implemented against them pending investigation.
3. Interim Action/Restrictions are effective immediately. There shall be no request to delay the imposition of interim actions. These actions may include:
 - a. Interim Suspension – A Student who is suspended on an interim basis is subject to all of the same restrictions as if they had been suspended as a final sanction. The College Conduct Officer, or designee, may impose an interim restriction of up to fourteen (14) calendar days following notice from the College Conduct Officer.
 - b. Interim Restriction – These restrictions may include, but are not limited to:
 - Any other restrictions deemed by the College Conduct Officer or designee necessary to achieve the goals stated above.
 - No-contact orders with specific individuals;
 - District events;
 - Restricted access to District facilities;
 - c. The College Conduct Officer, or designee, may impose an interim restriction of up to fourteen (14) calendar days following notice from the College Conduct Officer.
4. Interim Suspensions and Request to Stay. Upon notice of an Interim Suspension by the College Conduct Officer, Title IX Coordinator, or designee, the Student has five (5) calendar days (from the date of the notice) to submit reason(s) for a Request to Stay to the Vice President of Student

Services or their designee. The Vice President of Student Services or their designee will render a decision on providing a stay, with or without modifications to the Student's request. The Vice President of Student Services or their designee will provide the Student with a decision within three (3) calendar days of the received Request to Stay. The Interim Suspension remains in effect until a decision from the Vice President of Student Services or designee is rendered

E. INVESTIGATION PROCESS:

The College Conduct Officer will conduct interviews to determine the accuracy of statements or other evidence.

The College Conduct Officer's primary communication to all Parties involved in the investigation shall be through District assigned email addresses, with supplemental forms of communication used as needed as referenced in section 1.3 above.

The College Conduct Officer will investigate each complaint submitted to determine whether it is appropriate to charge a Student with a violation of the Student Conduct Code.

Investigations should generally result in resolution within sixty (60) calendar days after a complaint has been made, barring unexpected delays or campus closures. If circumstances warrant, the College Conduct Officer will provide notice to the Student(s) of any delays or extensions necessary to complete any investigation.

Investigations may comprise of an interview with the reporting Party(s), person(s) alleged to have violated the policy(s), witnesses, and other persons having knowledge.

The College Conduct Officer shall make reasonable efforts to give the Student(s) an opportunity to rebut the accusation or otherwise provide relevant information to the College Conduct Officer or designee regarding the incident(s) which led to the belief by the College Conduct Officer or designee that the Student violated the Standards of Student Conduct in an Administrative Conference.

Should a Student fail to appear for any meeting, that Student may be considered as having waived their right to be present for the meeting and, the investigation may proceed without the Student's input.

F. FINDINGS AND DETERMINATION: Conferences/Hearings for possible violations that occur near or after the academic terms will be held as soon as is practicable, to try to meet the resolution timeline followed by the District. The College Conduct Officer has the discretion to elect any of the following methods for resolution:

- Administrative Resolution – The Respondent admits to the allegations and accepts the recommended sanctions of the College Conduct Officer or designee.
- Formal Finding by the College Conduct Officer – The College Conduct Officer, after completing an investigation, which includes an opportunity for the Respondent's due process, makes a finding and, if appropriate, issues sanctions.
- Formal Finding with Hearing Panel – The College Conduct Officer may elect, at their sole discretion, to refer the findings from their investigation, which includes the Respondent's due process, to a Hearing Panel for recommendation. The Hearing Panel is a panel convened to weigh the evidence presented following an investigation into alleged violations of the Standards of Student Conduct. The Hearing Panel shall be formed pursuant to Section 4.4 herein.

G. TYPES OF FINDINGS AFTER INVESTIGATION:

1. Not Responsible – In these cases, College Conduct Officer or designee has determined that insufficient evidence exists, by the Preponderance of Evidence standard, for a finding of Responsible for the alleged violation(s). The case is closed, and a record is retained.
2. Responsible – The College Conduct Officer or designee determines that sufficient evidence exists, by the Preponderance of Evidence standard, for a finding that the Respondent is Responsible for the alleged violation(s). This determination may also be rendered through the Administrative Resolution, where the Respondent has admitted culpability for the alleged violation(s). The College Conduct Officer may close the case.

After the investigation, meetings, and/or hearing, and considering all information relevant to the issue, the College Conduct Officer, or Hearing Chair and their Panel shall then decide whether or not to impose sanctions.

The College Conduct Officer will notify the Student charged with violations of the decision of the College Conduct Officer or Hearing Panel, and of any sanctions imposed. Such Notice shall be in writing from the College Conduct Officer and communicated to the Student pursuant the notice requirements set forth in Section 1.3.

H. IMPOSING SANCTIONS:

If a Student is found Responsible, sanctions will be imposed by the College Conduct Officer, as they deem reasonable and appropriate, pursuant to the available sanctions set forth in Appendix C. The Respondent may elect to appeal the findings and sanctions subject to the limitations for grounds for appeal set forth herein.

I. STANDARD OF PROOF FOR FINDINGS:

In all cases involving alleged violations of the Standards of Student Conduct, the standard of proof for determining whether a Respondent is Not Responsible or Responsible is the Preponderance of Evidence standard (e.g., more likely than not), as defined in Appendix A herein.

Section IV - Appeal Process and Grounds for Appeal

An appeal is not intended to be a full review of the allegation(s) and reweighing of the evidence. There is a presumption that the College Conduct Officer has weighed all information following the investigation, and has reached the appropriate determination regarding the finding of Responsibility or Non-Responsibility. Students may appeal determinations or appealable sanctions only once based solely upon any of the following grounds for appeal:

- Excessive sanctions in relation to the violation(s) the Respondent was found Responsible for committing.
- A substantive procedural error which materially and significantly affected the weighing of evidence by the College Conduct Officer.
- New evidence has become available which is sufficient to alter the decision, and which the student was not aware of or could not have been reasonably obtained at the time of the initial review.

The Student must request an appeal in writing by e-mail, U.S. Mail, or by personal delivery of correspondence to the College Conduct Officer's office within seven (7) calendar days of notification of the outcome of the finding and sanctions. The Student must specifically identify which of the above-bulleted grounds their appeal is based on. Student failure to specify the basis for appeal with detailed information shall constitute the dismissal of the appeal without further proceedings.

Any request for an appeal that is not received within seven (7) calendar days of notification of the outcome/ determination shall be deemed untimely and shall constitute a waiver of the Student's right to an appeal.

In all cases, the College Conduct Officer, or designee, will send a notice, pursuant to Section 1.3, to the Parties with the following information:

- A description of the violation(s), a description of the provisions of the Standards of Student Conduct determined to have been violated, and a statement of the sanctions/responsive actions.
- A required date, time, and location of the hearing superseding in priority all other campus and work activities. If a Party does not appear at the scheduled hearing, the hearing will be held in their absence. For compelling reasons, the College Conduct Officer, or designee, may reschedule the hearing; proof may be asked by the College Conduct Officer. Appeal hearings that occur near or after the academic terms will be held as soon as practicable to meet the resolution timeline generally followed by the District. If deemed appropriate by the College Conduct Officer, or designee, interim actions/restrictions and other stipulations that ensure the safety and/or well-being of the campus community will be administered or maintained.
 - The College Conduct Officer, or designee, shall use reasonable efforts to schedule the appeal hearing promptly, generally no sooner than fourteen (14) calendar days after, and not later than thirty (30) calendar days after, the date of the submitted written request for appeal. However, the scheduling of an appeal hearing may be delayed due to events beyond the College Conduct Officer's control. In such circumstances, the College Conduct Officer shall schedule the appeal hearing as promptly as is reasonably possible.
 - The notice of hearing may be amended by the College Conduct Officer at any time, and the College Conduct Officer, or designee, may (but is not required to) postpone the appeal hearing for a reasonable period of time.

A. ROLE OF ADVISORS AND LEGAL COUNSEL DURING APPEAL

Student discipline proceedings are not formal court proceedings, but instead, are administrative proceedings conducted by the District. Although District-related sanctions may be imposed, the process is intended to provide an opportunity for learning and to promote a safe educational environment.

If the Student wishes to have an advisor accompany them to the hearing, the Student must provide the College Conduct Office with the name of the individual they have chosen to act as their appeal advisor no less than seven (7) calendar days prior to the appeal hearing. Advisors must maintain confidentiality and will not be permitted to participate or respond on behalf of the Student during the hearing.

If the Student chooses to have their attorney accompany them to the hearing, the name, address and telephone number of the Student's attorney must be submitted to the College Conduct Office no later than seven (7) calendar days prior to the hearing. In addition, no later than seven (7) calendar days prior to the hearing, the Student's attorney must deliver a retention letter, including their State Bar number and telephone number, to the College Conduct Office.

B. THE APPEAL HEARING

Appeal hearings are closed to all persons except:

- College Conduct Officer, or designee;
- The Student Hearing Appeal Chair;
- The Student Hearing Appeal Panel;
- Student;

- Advisor;
- an attorney, retained by the District or a Student;
- a court-certified interpreter paid for at the Student's own expense;
- selected members of the Student Hearing Appeal Panel when their determination of findings is at issue ; and
- any person needed to assist the hearing officer.
- In some cases, a campus security/police officer may be present to ensure safety and security during the hearing.
- Witnesses, but not for the duration of the hearing.

C. STANDARD OF PROOF FOR AN APPEAL

In all cases involving appeal, the burden of proof is on the Student to establish, to the standard of Clear and Convincing Evidence (as defined herein), that the College Conduct Officer's determination following investigation was erroneous due to any of the following:

- Excessive sanctions in relation to the violation(s) the Respondent was found Responsible for committing.
- A substantive procedural error which materially and significantly affected the weighing of evidence by the College Conduct Officer.
- New evidence has become available which is sufficient to alter the decision, and which the student was not aware of or could not have been reasonably obtained at the time of the initial review.

D. APPEAL HEARING PROCEDURES

Evidence—The Appeal Hearing need not be conducted according to technical rules relating to evidence and witnesses. Only relevant and material evidence shall be presented to and considered by the Hearing Appeal Committee. Irrelevant, immaterial, and/or unduly repetitious evidence shall be excluded. No evidence other than that received and weighed at the initial determination of findings shall be considered by the Hearing Appeal Committee. This limitation on admissible evidence shall not exclude the Student from presenting relevant, material evidence excluded by the College Conduct Officer at the initial hearing. The determination of relevancy or the material nature of the Student's offered evidence shall be made by the Hearing Appeal Committee.

1. At the beginning of each school year, each college president or designee shall establish a standing panel from which one or more Hearing Appeal Committees may be appointed. The panel shall be made up of:
 - a. A minimum of five (5) faculty members whose names are obtained from the Academic Senate.
 - b. A minimum of five (5) students whose names are obtained from the Student Senate.
 - c. A minimum of five (5) administrators/supervisors appointed by the College President or designee.
2. The College President or designee will appoint from the panel listed above a Hearing Appeal Committee consisting of a maximum of:
 - Two faculty members
 - Two students
 - One administrator/manager

- A committee chair

3. The Hearing

- a. The Chair will call the hearing to order, explain the procedures of the hearing, and have all Parties introduce themselves. Should an advisor be present, they may not make a presentation or represent the Respondent or the Complainant during the hearing. The Parties to the hearing are expected to ask and respond to questions on their own behalf, without representation of their advisors. The advisor may not speak on behalf of the Student to the College Conduct Officer or to the Hearing Appeal Committee hearing the case.
- b. The Chair will present the rules governing the hearing. The Chair shall guarantee control of the hearing, making certain that all participants respect the right of others to make statements, and ensure confidentiality of such statements.
- c. The College Conduct Officer, and if applicable their witness(es), shall have up to thirty (30) minutes total, if necessary, to present relevant evidence to support the determination that violation(s) of the Standards of Student Conduct has occurred.
- d. The Student charged may question any witnesses presented by the College Conduct Officer. Members of the Hearing Appeal Committee may also question any witness presented by the College Conduct Officer. Questioning by the Student or the Hearing Appeal Committee shall not be considered part of the time allotted for presentation of the College Conduct Officer's evidence. Total witness questioning by the College Conduct Officer and the Student shall not exceed a total of thirty (30) minutes of witness testimony for each side. It is within the discretion of the Hearing Appeal Committee Chair to impose a timeline on questioning or to add additional time if warranted.
- e. The Student charged, and if applicable their witness(es), shall have up to thirty (30) minutes in total time, if necessary, to present relevant evidence demonstrating the basis for why College Conduct Officer's decision should be overturned. The College Conduct Officer may question any witnesses presented by the Student. Members of the Hearing Appeal Committee may also question witnesses. Questioning by the Hearing Appeal Committee shall not be considered part of the time allotted for presentation of the Student's evidence. Witness(es) shall provide testimony only on an individual basis, outside of the presence of other witness(es). It is within the discretion of the Hearing Appeal Committee Chair to impose a timeline on questioning or to add additional time if warranted.
- f. The College Conduct Officer, and then the Student appealing, may each make a closing statement to the Hearing Appeal Committee. These closing statements shall be limited to a maximum of three (3) minutes each. The Hearing Appeal Committee Chair shall have the authority to extend the time limits if deemed necessary.
- g. Once all information has been collected, the Chair, or designee, will:reiterate the alleged policy violation(s);
 - i. Reiterate the alleged policy violation(s);
 - ii. Remind all Parties and participants involved of the Standard of Proof (Clear and Convincing), as further defined in Appendix A.
 - iii. Remind all parties and participants of confidentiality and of all imposed sanctions that are active and must be adhered to;
 - iv. Remind all Parties and participants to review the San Bernardino Community College

District's Standards of Student Conduct Board Policy 5500, Administrative Procedures 5500 and 5520, and to understand their Student rights and responsibilities;

- v. Inform all Parties and participants of the deliberation process and the projected timeline for notification; and
 - vi. Remind the Student charged and the Complainant, if applicable, that notification and all communication will be via District email accounts.
- Following the Hearing Appeal Committee Chair's closing statements, all persons will be dismissed from the hearing except for the Committee Chair and the members of the Hearing Appeal Committee for deliberation.

E. FAILURE TO APPEAR

A Student who fails to appear before the Hearing Appeal Committee after having been notified of an appeal hearing is deemed to have waived their rights to participate in the appeal. The appeal hearing shall be terminated, and the Hearing Appeal Committee shall be dismissed. Initial sanctions will take effect immediately.

F. DELIBERATION AND DECISION

1. The Hearing Appeal Committee shall make its findings for the appeal hearing based on the Clear and Convincing Evidence standard, as further defined in Appendix A, which demonstrates whether or not the College Conduct Officer:
 - a. Issued disproportionate or excessive sanctions in relation to the violation(s) the Respondent was found Responsible for committing.
 - b. Demonstrated unlawful discrimination during the determination of Responsibility, and/or,
 - c. Made a substantive procedural error which materially and significantly affected the weighing of evidence.
2. Following the presentation of evidence, the Hearing Appeal Committee shall privately consider the evidence and shall prepare a written report of its findings and deliver it to the College Conduct Officer, which shall ordinarily be submitted within seven (7) calendar days of the date of the appeal hearing. This report shall include the following:
 - a. A brief summary of the facts as found by the Hearing Appeal Committee, and a determination of evidence indicating whether the College Conduct Officer's findings should or should not be overturned;
 - b. A finding indicating the appropriateness of the disciplinary sanction imposed on the Student by the College Conduct Officer. This finding may state:
 - A finding that the Student is Responsible and that the disciplinary action proposed is appropriate; or
 - A finding that the Student is Responsible, but that the disciplinary action imposed by the College Conduct Officer was excessive to the violation, and as such, a recommendation be made for a lessened sanction;
 - A finding that the College Conduct Officer committed a substantive procedural error during the investigation or finding which would unduly taint the legitimacy of the finding of Responsibility, resulting in the finding to be set aside.
3. The report of the Hearing Appeal Committee shall be sent by the Hearing Appeal Committee Chair to

the Respondent. If the Committee has made a finding evidencing substantive procedural error, the Committee shall provide a copy of the report to the Vice President of Student Services. The College Conduct Office shall copy the Vice President of Student Services on written notification to the Student(s) involved.

4. No finding by the Hearing Appeal Committee recommending the setting aside of a finding of Responsibility due to procedural error by the College Conduct Officer shall act as a bar to a subsequent investigation by another College Conduct Officer from within the District of the underlying facts and evidence of the matter appealed and making a finding and determination of Responsibility.

G. RECOMMENDATION FOR EXPULSION

If, after hearing, the Hearing Appeal Committee recommends expulsion to the College President, the College President shall deliver a written recommendation for the Student's expulsion to the Chancellor. A copy of the President's recommendation shall be provided to the Student, or if the Student is a dependent minor to their parent or guardian, by the Office of the President.

The College President's recommendation for expulsion shall contain a statement of the charges against the Student that provides the basis for their request that the Student be expelled, including a factual description of the conduct upon which the charges are based, and the action(s) taken by the Hearing Appeal Committee.

H. REVIEW BY THE CHANCELLOR

1. The Student may appeal the College President's recommendation for expulsion, but not for other sanctions, by submitting a letter of appeal via personal delivery, delivery by a professional process server, or by certified mail to the Chancellor's office within ten (10) calendar days of their receipt of the College President's recommendation for expulsion. It is the student's responsibility to ensure the letter of appeal is delivered.
2. The letter of appeal to the Chancellor shall state the reasons why the Student should not be expelled and shall not exceed fifteen (15) pages in length. The Student or any representative of the student does not have the right to meet personally with the Chancellor under this procedure.
 - a. Chancellor's Recommendation to the Board. If the Chancellor has decided to recommend the Student's expulsion, they shall cause to be placed on a Board agenda for action at the next board meeting, their recommendation that the Student be expelled. Minor deviations in the timeline for placement of the Chancellor's recommendation on the Board agenda shall be permitted. The Chancellor shall notify the Student or the Student's parent or guardian if the Student is a dependent minor of their decision to seek expulsion. The Chancellor's notice shall be in writing, setting forth the Board meeting date, time, and location where the Board will consider the recommended expulsion.
 - b. Appeal to the Board of Trustees. The Student may submit a Letter of Opposition to Expulsion to the Board of Trustees, through the Chancellors Office, via personal delivery, delivery by a professional process server, or by certified mail setting forth the Student's basis for opposition to the recommended expulsion. The Student's letter must be received no less than seven (7) calendar days prior to the scheduled Board meeting date.
3. The Student's Letter of Opposition shall not exceed ten (10) pages in length, explaining to the Board why they should not be expelled. The Student may attach to their letter any documents they wish the Board to consider.
4. The Chancellor shall submit the following documents to the Board prior to the Board acting on their

recommendation for expulsion:

- a. A copy of the correspondence provided to the Student informing the Student of the alleged violations of the Standards of Student Conduct;
 - b. A copy of the investigative findings of the College Conduct Officer, including any relevant evidence collected and assessed.
 - c. A copy of the report, if any, of the Hearing Appeal Committee;
 - d. A copy of the President's recommendation for expulsion;
 - e. A copy of any letters or documents submitted by the Student; and
 - f. The Chancellor's recommendation regarding expulsion of the Student.
5. The Board's Decision Regarding Expulsion
The Board's decision shall be final and shall end the Student's appeal process relating to expulsion.
6. Notification to College Conduct Officer
The Executive Assistant to the Chancellor's Office shall notify the College Conduct Officer in writing of the Board's decision regarding the Student's expulsion and shall provide the College Conduct Officer with a copy of the meeting minutes evidencing the Board's action.
7. Notification to Student
The Chancellor's Office shall notify the Student in writing of the Board's decision regarding their status as a Student in the District

I. READMISSION AFTER A SUSPENSION

- The following procedures shall apply to a Student's request for readmission.
 - A Student who has been suspended is eligible to apply for readmission if:
 - The term of the Student's long term suspension will expire within thirty (30) calendar days.
 - The Student has complied with all the terms and conditions of their suspension; and
 - During the course of the Student's suspension, the Student has not engaged in any behavior or activity that would be cause for discipline under the Standards of Student Conduct if the individual were a District Student.
1. Procedure for Re-admission Following Long-Term Suspension
- The Student seeking readmission must make a written request for readmission to the College Conduct Office.
 - The College Conduct Officer may request a meeting with the Student seeking readmission to ascertain their eligibility for readmission.
 - Ordinarily, within thirty (30) calendar days of the date of their receipt of a written request for readmission, the College Conduct Officer shall decide whether the request should be granted or denied.
 - The College Conduct Officer shall notify the Student of their decision in writing and shall, in case of denial, include the reasons for such denial.
 - A Student, whose application for readmission has been denied, may not apply for readmission until the next registration cycle after denial of their application.

Appendix A - Administrative Procedure Definitions

In addition to and in some cases as a supplement to the terms defined elsewhere in this procedure, the following defined terms shall have the meanings set forth in this section for purposes of this procedure.

- A. "Advisor" means a person, not serving as legal counsel, who at the Student's request, accompanies the Student and provides them with emotional or other support at a hearing. The advisor will be expected to maintain confidentiality.
- B. "Attorney" means any person who is admitted to practice law in the State of California.
- C. "Board" means the Governing Board of the San Bernardino Community College District.
- D. "Chancellor" means the Chancellor of the San Bernardino Community College District, or their designee.
- E. "Clear and Convincing Evidence" means the burden of evidence that a Student must present establishing that it is highly probable that the College Conduct Officer's determination process was flawed due to significantly disproportionate sanctions when compared to the offense, procedural error, or new evidence that has become available which is sufficient to alter the decision, and which the student was not aware of or could not have been reasonably obtained at the time of the initial review.
- F. "College Activity" means any activity sponsored by the District including, but not limited to, courses, class, lectures, labs, field trips, club activities, Student Government activities, community education or similar activities, or any other Student sponsored activity.
- G. "College Conduct Office" is the department or division designated by the college campus to oversee the disciplinary process.
- H. "College Conduct Officer" means the College Official(s) designated by the College President, or designee, to administer this policy.
- I. "Community" means San Bernardino Community College District Students, trustees, employees, agents, instructional associate, visitors, representatives, guests of the District and their families, and any persons conducting business with the District.
- J. "Complainant" means the person(s) reporting alleged violations of the Standards of Student Conduct.
- K. "Day" means a calendar day.
- L. "Designee" means a District Official appointed to fulfill responsibilities relating to this procedure.
- M. "District" means the San Bernardino Community College District and each of its colleges.
- N. "District Community" means any employee, contractor, Student, member of the public, or invitee present on District property, or on the property being used by the District. For purposes of this definition, a Student is deemed a member of the District Community while enrolled in, or in the process of applying for, enrollment as a Student at any of the colleges within the District. A Student does not have to be physically located on District property for their behavior to be governed by the Standards of Student Conduct.
- O. "District Official" means any person employed by the District as a Manager, Supervisor, or Officer.
- P. "District Property" means all real, personal and intellectual property owned, controlled, used, or occupied by the District, including property physically removed from any college, the District office, or any place that is the site of a District-approved function.
- Q. "Finding" means an outcome determined by the College Conduct Officer or designee after completion of an investigation and a review of the facts collected during the investigation. Findings include

“Responsible” or “Not Responsible”.

- R. “Hearing Panel” means a panel formed by the College Conduct Officer to make a determination and finding of whether a Student is Responsible or not for alleged violations of the Standards of Student Conduct.
- S. “Instructor” means any faculty member employed by the District for instruction of curriculum or other programs.
- T. “Interpreter” means a sign language interpreter or translator present to assist the Student in understanding and communicating information at any hearing.
- U. “Investigation” means the process following a report of a violation of the Standards of Student Conduct. The investigation includes a review of facts presented by the person reporting the violation, the Student accused of the violation, and any other applicable evidence presented to help the College Conduct Officer make a determination of “Responsible” or “Not Responsible.”
- V. “Mental Health Professional” means a California licensed clinical psychologist or California board-certified psychiatrist.
- W. “Not Responsible” means, based on the applicable evidence collected during the investigation, it is not more likely than not that the Student did not commit a violation of the Standards of Student Conduct.
- X. “Parties” means both the Complainant and the Respondent involved in the alleged violation of this Standards of Student Conduct.
- Y. “Party” means an individual, either the Complainant or the Respondent, involved in the alleged violation of the Standards of Student Conduct.
- Z. “Preponderance of the Evidence” for purposes of this Administrative Procedure, means the weight of the evidence presented by the District at the administrative hearing that has established that it is more likely than not that the Student is Responsible for the alleged violation of a provision within the District’s Standards of Student Conduct. This weight of evidence standard applies to any resolution hearing, other than for appeals.
- AA. “Request to Stay” means a request, in writing, from a Student, seeking to have any interim action reconsidered or amended by the College Vice President of Student Services or designee.
- AB. “Respondent” means the person(s) who are alleged to have violated the Standards of Student Conduct.
- AC. “Responsible” means, based on the applicable evidence collected during the investigation, it is more likely than not that the Student committed one or more violation(s) of the Standards of Student Conduct.
- AD. “Retention Letter” means a letter from an attorney stating they have been retained by a Student facing disciplinary proceedings pursuant to the Standards of Student Conduct.
- AE. “Standards of Student Conduct” means the San Bernardino Community College District Board Policy/ Administrative Procedure (BP 5500 and AP 5500, respectively).
- AF. “Student” means any person who has applied for admission, who is or has been enrolled, or who has expressed their intent to enroll for any college program within the District for the period in which the misconduct occurred.
- AG. “Student Hearing Appeals Committee” means a committee formed by a college within the District for the purpose of hearing appeals filed by Students following findings of Responsibility or Non-Responsibility. The composition of this committee is set forth in Section 4.4.
- AH. “Weapon” means any instrument or weapon as defined in Administrative Procedure 3530

Appendix B - Sanctions

A Student found Responsible for violating any of the Standards of Student Conduct standards (BP/AP 5500) is subject to sanctions set forth herein.

The following sanctions may be imposed for violation of the Standards of Student Conduct. These sanctions are not exclusive.

Administrative Withdrawal From Class prohibits a Student's continued presence in the class if their behavior is disruptive of the class and interferes with the ability of other students in the class to learn or in any way endangers himself/herself or others. When this sanction is applied, the Student will be administratively withdrawn by the College Conduct Officer.

Community Service may be imposed by the College Conduct Officer on any Student who violates the Standards of Student Conduct. Community Service shall consist of the Student performing some act or duty that is of benefit to the campus and/or surrounding community.

Disciplinary Action consists of the following:

- REPRIMAND A verbal or written reprimand regarding the misconduct.
- PROBATION Student conduct probation may include, but is not limited to, ineligibility to participate in extra-curricular activities and certain other student privileges.
- SUSPENSION Exclusion from the colleges and college-sponsored activities for a specified time.
- EXPULSION Exclusion by the District Board of Trustees from the college and all college-sponsored activities.

Disciplinary Probation consists of Written Notice to the Student by the College Conduct Officer that the Student has violated the Standards of Student Conduct and that for a specified period of time, imposed by the College Conduct Officer, the Student must meet certain conditions as imposed by the College Conduct Officer. Any subsequent violations of this policy by the Student during the term of the probation or the Student's failure to comply with any condition of probation imposed by the College Conduct Officer will result in additional sanctions under this policy.

District Restriction. The College Conduct Officer may for a specified period of time restrict the Student's access to parts or areas of the District and/or District Property.

Exclusion from District Activities. Prohibits the Student from participating in any District co-curricular and/or extra-curricular activity(ies) for a period to be determined by the College Conduct Officer.

Expulsion is the permanent removal of the student from the District.

- A. The Board of Trustees may expel a student when other means of correction fail to bring about proper conduct, or it seems probable that the continued presence of the student causes a danger to the physical safety of the student or to others
- B. Whenever this policy calls for or permits a notice or other communication to be delivered by mail, the mailing of such communication by certified mail, postage-paid and addressed to the last known address of the student, shall be deemed sufficient compliance with the provision and it shall be presumed to have been received. A student's failure or refusal to sign a receipt of the communication shall not cause the notice to be null and void.
- C. No fees paid by or for a student for the semester, summer session, or other term in which the student is suspended or expelled shall be refunded. If the student is readmitted before the close of the semester,

summer session, or other term in which the suspension occurred, no additional fees shall be required of the student on account of the suspension.

- D. Should disciplinary action involve the misappropriation of District property or funds, the disciplinary action will remain in effect until full reimbursement is made through appropriate District/College offices.
- E. Any violation or violations of law, ordinance, regulations, or rule regulating, or pertaining to, the parking of vehicles, shall not be cause for the removal, suspension, or expulsion of a student from a community college
- F. The president or the president's designee at a community college shall, upon the suspension or expulsion of any student, notify the appropriate law enforcement authorities of the county or city in which the school is located of any action of the student which may be in violation of Section 245 of the Penal Code.

Hold on Records. The College Conduct Officer may issue the withholding of transcripts and/or other Student records. The College Conduct Office may impose such withholding when a Student fails to repay debts to the District, return District equipment or make restitution to the District. A hold on records may also be asserted if a Student does not comply to requests such as, but not limited to, required meeting or appointments and sanctions.

Interim Suspension – A Student who is suspended on an interim basis is subject to all of the same restrictions as if they had been suspended as a final sanction. The College Conduct Officer, or designee, may impose an interim restriction of up to ten (10) calendar days following notice from the College Conduct Officer.

Long Term Suspension prohibits the Student from attending classes and activities or entering onto any District Property for a period of eleven (11) calendar days up to two (2) academic years as determined by the College Conduct Officer.

Mental Health Clearance. Mental Health Clearance may be required before a Student is readmitted to a particular class or allowed to come onto District Property. The College Conduct Office must receive a letter from a licensed mental health professional stating that in their professional judgment the Student will no longer continue the behavior which gave rise to the College Conduct Office taking disciplinary action against him/her or that the Student's continued presence on campus is not a threat to himself/herself or others. The mental health professional must be licensed by the State of California, and the College District Administration must verify that the mental health professional is credentialed to render a professional opinion. The Student shall bear the cost and expense of obtaining mental health clearance.

No-Contact Order. The College Conduct Officer or designee may assign a No Contact Order whereby neither student nor [other party] may have any contact with each other, in person or through another party, by telephone, letter, e-mail, or other electronic media, or by any other means. This applies on campus and in the local vicinity, at District/College-sponsored events, and/or through the use of District/College resources (including electronic). The student may not engage in indirect communication, including via social media or any other means. The student must also refrain from any form of harassment, retaliation, or intimidating behavior. If at any time either party feels the need to communicate with the other, they may do so only through the College Conduct Office or through a third party explicitly authorized by the College Conduct Officer.

Online Education/Training. The College Conduct Officer or designee will assign Online Education/Training programs that best serve in the education and learning for the Student. The College Conduct Officer determines the content of the workshop.

Referral. The College Conduct Officer may refer any student who is the subject of prohibited conduct allegations to Counseling and Psychological Services or the College Health Center. Counseling Services or the College Health Center may, with the written permission of the student, discuss the results of the referral

with the College Conduct Officer. The student may refuse to attend a session with Counseling Services or the College Health Center without penalty at which time the disciplinary process will continue as if no referral were made.

Reflective Assignment. The College Conduct Officer, or designee, will assign a topical paper that best serves in the education and learning for the Student. The College Conduct Officer determines the format of the paper.

Restitution. The College Conduct Officer may require the Student to repay the District or any person for the cost of replacing or repairing any property taken, destroyed or damaged by the Student. This Student may also be charged a service charge and/or collection fee under the College policy regarding service charges and collection fees.

Restriction from Attendance at District Events. The College Conduct Officer may restrict the Student from attending some or all District events for a specified period of time.

Short Term Removal from Class. Any College instructor for good cause may remove a Student from the classroom for a period not to exceed two class meetings. Short Term Removal may be imposed by any instructor on a Student who is disrupting the class or otherwise interfering with the ability of other Students in the class to learn. Before removing a Student from class, an instructor shall first give or make reasonable efforts to give the Student notice of their intent to remove the Student and a reasonable opportunity for the Student to modify their behavior. The instructor or program supervisor shall notify the College Conduct Office, in writing, immediately following their removal of a Student under this section, with a copy to the Dean of Student Services/Development. The Student may not return to the class until the Student has been cleared to return. The College Conduct Office may contact the student to arrange a meeting

Short Term Suspension prohibits the Student from attending classes and activities or entering onto any District Property for a period of one (1) to ten (10) calendar days as determined by the College Conduct Officer.

Written Warning is a written reprimand and warning to the Student by the College Conduct Officer that they have determined that the Student has violated the Standards of Student Conduct and is on warning.

References:

Education Code Sections 66300, 66301, 66302, 72122, and 76030-76038; ACCJC Accreditation Standard I.C.8

Attachments:

[AP 5520 Student Discipline Procedures Rev. 10-30-15.docx](#)

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Foundations Ad Hoc Committee

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Ashley Gaines, Executive Director EDCT Foundation

DATE: May 16, 2019

SUBJECT: Consideration of Approval of the Ratification of the Unified Foundation Documents (Inland Futures Foundation) Amended and Restated Articles of Incorporation Approved by the Secretary of State.

RECOMMENDATION

It is recommended that the Board of Trustees ratify the unified foundation (Inland Futures Foundation) Amended and Restated Articles of Incorporation approved by the Secretary of State.

OVERVIEW

The Amended and Restated Articles of Incorporation for Inland Futures Foundation was rejected by the Secretary of State due to language in Article II.A. that does not conform to the Secretary of State's requirements. The Articles of Incorporation for Inland Futures Foundation has since been revised and resubmitted to the Secretary of State and has gained approval.

ANALYSIS

The EDCT Foundation Articles that were filed in 2013 and 2014 did not have this extra verbiage and were accepted by the Secretary of State. The Secretary of State has changed its requirements for this recitation. Inland Futures Foundation has resubmitted to the Secretary of State the revised Amended and Restated Articles of Incorporation and has gained approval by the Secretary of State.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.

RESTATED ARTICLES OF INCORPORATION

The undersigned certify that:

1. They are the Chair of the Board and Secretary, respectively, of the Economic Development and Corporate Training Foundation, a California nonprofit public benefit corporation.
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

I.

The name of this corporation is INLAND FUTURES FOUNDATION OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT.

II.

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law ~~exclusively~~ for public and charitable purposes ~~within the meaning of Internal Revenue Code Section 501(c)(3) or the corresponding provision of any future federal tax code.~~

B. This corporation is created to support the San Bernardino Community College District (the “District”) as a recognized “auxiliary organization” of the District as provided in Sections 72670 through 72682 of the *Education Code*, as such law may be amended from time to time. If the District’s Governing Board takes official action to revoke this corporation’s authorization as an auxiliary organization of the District, then this corporation’s Board of Directors shall expeditiously dissolve and wind up this corporation’s operations. This corporation shall operate in compliance with District policy and procedures, and with provisions of law pertaining to auxiliary organizations of community college districts, Sections 72670 *et seq.* of the *Education Code* and Sections 59255 *et seq.* of Title 5 of the *California Code of Regulations*, as such policies, statutes, and regulations may be amended from time-to-time.

C. The specific purpose of this corporation is to provide resource development to support the mission of the District and its programs, initiatives, colleges, and entities.

III.

A. This corporation is organized and operated exclusively for public and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

B. No substantial part of the activities of this corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code or the corresponding section of any future federal tax code, and this corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of or in opposition to any candidate for public office.

C. Notwithstanding any other provision of these articles, this corporation shall not,

except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on: (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future tax code.

IV.

A. The property of this corporation is irrevocably dedicated to public and charitable purposes and no part of the net earnings or assets of this corporation shall inure to the benefit of (or be distributable to) any director or officer of this corporation or other private person, except that this corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its charitable purposes.

B. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to the District for public and charitable purposes. In the alternative, the District's Governing Board may designate a District nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, to receive such assets. In the event that the District does not accept any asset of this corporation on dissolution or designate a recipient, then any such asset shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by this corporation's Board of Directors.

4. This corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: March 25, 2019

_____, Chair of the Board

_____, Secretary

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Jose F. Torres, Executive Vice Chancellor

DATE: May 16, 2019

SUBJECT: Consideration of Approval to Conduct a Public Hearing and Adopt Resolution #2019-05-16-FPC-1 Authorizing a Request for Waiver in Relation to the District's Lease of Real Property

RECOMMENDATION

- 1) It is recommended that the President of the Board of Trustees open a hearing for public comment on the subject of waiving Education Code section 81363 and, following any comments from the public, the President of the Board of Trustees close the hearing.
- 2) It is further recommended that, having conducted the public hearing, the Board of Trustees adopt Resolution #2019-05-16-FPC-1 authorizing staff to request a waiver of Education Code section 81363 from the Board of Governors pursuant to Education Code section 81250.

OVERVIEW

The District's Board of Trustees has acquired property located at:

- 560 E. Hospitality Lane, San Bernardino, CA, APN 0281-372-08-0000;
- 550 E. Hospitality Lane, San Bernardino, CA, APN 0281-372-20-0000; and
- 658 E. Brier Drive, San Bernardino, CA, APN 0281-021-51-0000 ("Property").

Except for the portions of the Property that will be used by SBCCD, the District anticipates leasing unoccupied portions of the Property and potentially entering new leases for the portions of the Property that are occupied by existing lessees.

Staff has reviewed the possible Education Code statutes through which the Property may be leased. Having acquired the Property with existing leases in place, staff has determined that having the flexibility to negotiate future leases with potential lessees will promote efficiency and be in the best interest of SBCCD. Requesting a waiver of the Education Code provisions associated with leasing portions of the Property from the Board of Governors will allow the District the most flexibility regarding negotiation of the terms and conditions of such leases.

Therefore, the District desires to seek a waiver of the surplus property procedures under Education Code section 81360 et seq. in order to be allowed to negotiate directly and enter into lease(s) for the Property. Waiver requests must be submitted to and approved by the Board of Governors of the California Community Colleges.

ANALYSIS

The Board of Governors shall not approve any request for waiver of lease procedures unless the District seeking the waiver demonstrates that:

- 1) The District has provided written notice to various public agencies of a public hearing to be held by the District on the subject of whether or not to request of a waiver from the Board of Governors, pursuant to Education Code section 81250;
- 2) The District was unable to reach agreement with any public agency that sought to acquire the Property pursuant to Education Code section 81363.5 (Education Code section 81363.5 applies only to the sale or lease with an option to purchase and does not apply in this case to a straight lease since there is no option to purchase involved);
- 3) Granting the waiver will not substantially increase state costs or decrease state revenues; and
- 4) The waiver will further the ability of the District to meet the educational needs of the community.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.

RESOLUTION #2019-05-16-FPC-1 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AUTHORIZING A REQUEST FOR WAIVER OF EDUCATION CODE SECTION 81360 ET SEQ.
IN RELATION TO THE DISTRICT'S LEASE OF REAL PROPERTY

[v.5.2.2019.p.1|3]

WHEREAS, the San Bernardino Community College District ("District") owns the following real property located at:

- 550 E. Hospitality Lane, San Bernardino CA 92408;
- 560 E. Hospitality Lane, San Bernardino CA 92408; and
- 658 E. Brier Drive, San Bernardino CA 92408 (collectively, the "Property"); and

WHEREAS, the Property consists of commercial buildings with existing leases in place. Except for the portions of the Property that will be used by the District, the District anticipates leasing unoccupied portions of the Property and potentially entering into new leases for the portions of the Property that are occupied by existing lessees to continue to generate an income stream from the Property to benefit the District; and

WHEREAS, requesting a waiver from the Board of Governors of the Education Code provisions associated with leasing portions of the Property will allow the District the most flexibility regarding negotiation of the terms and conditions of such leases. A waiver of Education Code sections 81360 *et seq.* would allow the District to have the flexibility to negotiate future leases with potential lessees in order to promote efficiency and increase the likelihood of maintaining and/or increasing the income stream from the Property; and

WHEREAS, Education Code section 81250 *et seq.* allows a community college district to waive all or part of any section of Education Code Part 49; Chapter 2. Property: Sale, Lease, Use, Gift, and Exchange; including Education Code section 81360 *et seq.*, and

WHEREAS, to obtain a waiver, the District must comply with certain Education Code requirements set forth in Education Code section 81250 *et seq.*; and

WHEREAS, the Board must conduct a public hearing regarding the District's intention to request a waiver; and

WHEREAS, the Board must provide written notice of the public hearing at least thirty (30) days prior to the hearing, to any city, county, park or recreation district, regional park authority, or public housing authority within which the land is situated, pursuant to Education Code Section 81250(b); and

WHEREAS, the Board of Governors of the California Community Colleges may approve any request for waiver upon finding that the waiver would promote efficiency and further the public benefit, and may be approved for proposals including, but not necessarily limited to leases, joint or shared use of property and facilities and for collaborative partnerships between colleges and other public and private entities; and

WHEREAS, the Board of Governors of the California Community Colleges shall not approve any request for waiver of any provision of this chapter pursuant to Section 81250 unless the district seeking the waiver demonstrates all of the following:

1. The district has provided the written notice required by subdivision (b) of Section 81250.

RESOLUTION #2019-05-16-FPC-1 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AUTHORIZING A REQUEST FOR WAIVER OF EDUCATION CODE SECTION 81360 ET SEQ.
IN RELATION TO THE DISTRICT'S LEASE OF REAL PROPERTY

[v.5.2.2019.p.2|3]

2. The district, after making a good faith effort, was unable to reach agreement with any public agency that sought to acquire the site pursuant to Section 81363.5. (Education Code section 81363.5 applies only to the sale or lease with an option to purchase and does not apply in this case to a straight lease since there is no option to purchase involved.)
3. The waiver will not substantially increase state costs or decrease state revenues.
4. The waiver will further the ability of the district to meet the educational needs of the community.

NOW THEREFORE, be it resolved by the Governing Board of the San Bernardino Community College District as follows:

1. That the above recitals are true and correct.
2. That the Board hereby declares its intention to seek a waiver of Education Code section 81360 *et seq.*
3. That the waiver will promote efficiency and benefit the public by allowing the District the flexibility to negotiate future leases with potential lessees in order to promote efficiency and increase the likelihood of maintaining and/or increasing the income stream from the Property. Specifically, a waiver would eliminate the Education Code imposed requirement of a public auction. The application of these Education Code requirements would dramatically limit the District's ability to find suitable entities and negotiate leases to maximize the income stream to the District.
4. That the District has provided the written notices required by subdivision (b) of Section 81250.
5. That on May 16, 2019 the District held a public hearing at which time the public was able to comment on the waiver request.
6. That the waiver will not substantially increase state costs or decrease state revenue and, to the contrary, allowing the District to be more flexible in negotiating income generating leases for the Property will likely lead to a higher income stream for the District.
7. That the waiver will further the ability of the District to meet the educational needs of the community by providing the District with additional funds.
8. That the Chancellor, or his designee is authorized and directed to submit a copy of this Resolution to the Board of Governors, thereby seeking a waiver of Education Code section 81360 *et seq.*

RESOLUTION #2019-05-16-FPC-1 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
AUTHORIZING A REQUEST FOR WAIVER OF EDUCATION CODE SECTION 81360 ET SEQ.
IN RELATION TO THE DISTRICT'S LEASE OF REAL PROPERTY

[v.5.2.2019.p.3|3]

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the San Bernardino Community College District on the 16th day of May, 2019, by the following vote:

AYES: _____
NOES: _____
ABSTENTIONS: _____
ABSENT: _____

President of the Board of Trustees of the
San Bernardino Community College District

Attested to: _____
Clerk of the Board of Trustees of the
San Bernardino Community College District

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose Torres, Vice Chancellor, Business & Fiscal Services

PREPARED BY: Dr. Rebecca Warren-Marlatt, Vice President Student Services,

DATE: May 16, 2019

SUBJECT: First Reading, Crafton Hills College 2019-2022 Student Equity Plan

RECOMMENDATION

It is recommended that the Board of Trustees accept the 2019-2022 Crafton Hills College Student Equity Plan for the first of two readings.

OVERVIEW

To receive Student Equity and Access allocation, colleges must maintain a Student Equity Plan to ensure equal educational opportunities, and to promote student success for all students, regardless of race, gender, age, disability, or economic circumstances. The Student Equity Plan must outline the goals and activities needed to remedy disproportionate impact.

ANALYSIS

The Crafton Hills College 2019-2022 Student Equity Plan will be submitted to the state Chancellor's Office by June 30, 2019.

INSTITUTIONAL VALUES

- II. Learning-Centered Institution for Student Access, Retention and Success

FINANCIAL IMPLICATIONS

Categorical funding, included in budget development

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Diana Z. Rodriguez, President, SBVC

PREPARED BY: Dr. Scott Thayer, Vice President of Student Services, SBVC

DATE: May 16, 2019

SUBJECT: First Reading, San Bernardino Valley College 2019-2022 Student Equity Plan

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2019 - 2022 San Bernardino Valley College Student Equity Plan for the first of two readings.

OVERVIEW

To receive Student Equity and Access allocation, colleges must maintain a Student Equity Plan to ensure equal educational opportunities, and to promote student success for all students, regardless of race, gender, age, disability, or economic circumstances. The Student Equity Plan must outline the goals and activities needed to remedy disproportionate impact.

ANALYSIS

The San Bernardino Valley College 2019-2022 Student Equity Plan will be submitted to the state Chancellor's Office by June 30, 2019.

INSTITUTIONAL VALUES

- II. Learning-Centered Institution for Student Access, Retention and Success

FINANCIAL IMPLICATIONS

Categorical funding, included in budget development.

SAN BERNARDINO COMMUNITY COLLEGE

DISTRICT TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Jeremiah Gilbert, Executive Director, Research & Planning

DATE: May 16, 2019

SUBJECT: Consideration of Approval to Accept CHC & SBVC Vision for Success Local Goal Setting for Second Reading

RECOMMENDATION

It is recommended that the Board of Trustees accept CHC & SBVC Vision for Success Local Goal Setting for second reading. The Board approved first reading on April 11, 2019.

OVERVIEW

In the 2017 Vision for Success, the California Community College Chancellor's Office and Board of Governors established ambitious systemwide goals for improved student outcomes. Now local colleges have an opportunity to articulate how they will contribute to reaching the systemwide goals for improvement.

ANALYSIS

Like the Vision for Success, colleges have been asked to set ambitious goals and agendas to propel student achievement forward. These goals should guide the colleges for the next five years. If the goals are achieved more quickly, they can be recalibrated. Setting ambitious goals is a way of confirming to the college community and the community it serves that earnest efforts are underway to improve performance. The colleges have set 5-year goals, with a baseline year of 2016-17 and an ending year of 2021-22 using Student Success Metrics data. While there is no penalty if these goals are not met, the colleges are committed to meeting or exceeding these goals.

For equity targets, disproportionately impacted student groups were identified according to the Proportionality Index (PI) method. Equity goals did not have to be set for populations that show less than 10 in either the numerator or the denominator.

INSTITUTIONAL VALUES

- I. Institutional Effectiveness
- II. Learning Centered Institution for Student Access, Retention and Success
- III. Resource Management for Efficiency, Effectiveness and Excellence
- IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the budget.

Vision for Success Goals and Campus Targets

Data Source: Student Success Metrics

Systemwide Goal 1 (Completion): Increase by at least 20 percent the number of students annually who acquire associate degrees, credentials, certificates, or specific job-oriented skill sets.

Local Target (CHC and SBVC): Increase the number of associate degrees awarded by 20%.

Associate Degrees Awarded	2014-15	2015-16	2016-17 (Baseline)	2021-22 (Target: 20% Increase)
CHC Total	463	478	554	665
SBVC Total	817	937	1070	1284

Systemwide Goal 2 (Transfer): Increase by 35 percent the number of students systemwide transferring annually to a UC or CSU.

Local Target (CHC and SBVC): Increase the number of associate degrees for transfer (ADTs) awarded by 35%.

ADTs Awarded	2014-15	2015-16	2016-17 (Baseline)	2021-22 (Target: 35% Increase)
CHC Total	125	151	202	273
SBVC Total	148	210	286	386

Systemwide Goal 3 (Unit Accumulation): Decrease the average number of units accumulated by students earning associate degrees, from approximately 87 total units to 79 total units—a decrease of 10 percent.

Local Target (CHC and SBVC): Decrease the average number of units accumulated by students earning associate degrees by 10%.

Unit Accumulation	2014-15	2015-16	2016-17 (Baseline)	2021-22 (Target: 10% Decrease)
CHC Average	90	87	89	80
SBVC Average	94	93	93	84

Systemwide Goal 4 (Workforce): Increase the percent of exiting students who report being employed in their field of study, from the most recent statewide average of 69% to 76%, an increase of 10%.

Local Target (CHC and SBVC): Increase the number of exiting students who report attaining the district county living wage by 10%.

Attained the Living Wage	2014-15	2015-16 (Baseline)	2016-17	2021-22 (Target: 10% Increase)
CHC Percent	46%	47%	49%	52%
SBVC Percent	49%	52%	55%	57%

Systemwide Goal 5 (Equity): Systemwide, reduce equity gaps through faster improvements among traditionally underrepresented student groups, with the goal of cutting achievement gaps by 40% by 2021-22.**

Goal 5.1: Increase All Students Who Earn an Associate Degree (including ADTs)

Local Target (CHC and SBVC): Increase the number of associate degrees awarded by 20%.

Equity Target (CHC): All disproportionately impacted student groups identified according to the Proportionality Index method showed less than 10 in the numerator, so equity targets were not established.

Equity Targets (SBVC):

Disproportionately Impacted Population	Degrees Earned 2016-17 (Baseline)	Degrees Earned 2021-22 (Target)	Percent Increase (Increase for All: 20%)
African American	103	140	36%
Disabled	56	74	32%
LGBT	13	23	77%
Male	336	483	44%
Two or More Races	32	42	26%

** The district has been made aware of an issue with the equity data provided that may affect these and the following numbers. The state has promised a fix to the logic by May 3, which colleges and districts will be able to access on May 6. If this does affect these numbers, an addendum will be prepared and submitted in advance of the May 16 Board meeting.

Goal 5.2: Increase All Students Who Earn an Associate Degree for Transfer

Local Target (CHC and SBVC): Increase the number of associate degrees for transfer (ADTs) awarded by 35%.

Equity Targets (CHC): All disproportionately impacted student groups identified according to the Proportionality Index method showed less than 10 in the numerator, so equity targets were not established.

Equity Targets (SBVC):

Disproportionately Impacted Population	Degrees Earned 2016-17 (Baseline)	Degrees Earned 2021-22 (Target)	Percent Increase (Increase for All: 35%)
African American	26	39	50%
Disabled	13	20	54%
Male	91	127	40%

Goal 5.3: Decrease Average Number of Units Accumulated by All Associate Degree Earners

Local Target (CHC and SBVC): Decrease the average number of units accumulated by students earning associate degrees by 10%.

Equity Targets Not Required.

Goal 5.4: Increase All Students Who Attain the Living Wage

Local Target (CHC): Increase the number of exiting students who report attaining the district county living wage from 47% in 2015-16 to 52% in 2021-22, an increase of 10%.

Equity Targets (CHC):

Disproportionately Impacted Population	Living Wage Rate 2015-16 (Baseline)	Living Wage Rate 2021-22 (Target)	Percent Increase (Increase for All: 10%)
Disabled	39%	40%	3%
Two or More Races	39%	41%	5%

Local Target (SBVC): Increase the number of exiting students who report attaining the district county living wage from 52% in 2015-16 to 57% in 2021-22, an increase of 10%.

Equity Targets (SBVC):

Disproportionately Impacted Population	Living Wage Rate 2015-16 (Baseline)	Living Wage Rate 2021-22 (Target)	Percent Increase (Increase for All: 10%)
African American	44%	52%	18%
Disabled	29%	52%	79%
Economically Disadvantaged	49%	52%	6%
Female	45%	52%	16%
Foster Youth	26%	52%	100%
LGBT	32%	52%	63%

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Angel Rodriguez, District Director of Marketing, Public Affairs and Government Relations

DATE: May 16, 2019

SUBJECT: Update on SBCCD's 2019-20 regional, state and federal advocacy priorities

RECOMMENDATION

This item is presented for information.

OVERVIEW

In October 2018, the Board of Trustees approved SBCCD's 2019-20 advocacy priorities that would guide the Board Legislative Committee and Chancellor's Office engagement with policymakers at the regional, state and federal levels.

ANALYSIS

The 2019-20 advocacy priorities seek to advance SBCCD's educational and workforce development mission at the regional, state and federal levels. Essentially, SBCCD leadership supports the following public policies:

- Promote a college-going culture with K-12 and work-based learning partnerships
- Approve state matching funds to repair and update community college facilities as approved by California voters under Proposition 51 (2016)
- Increase the state funding rates specified for the Student Centered Funding Formula.
- Maximize the benefits of dual enrollment and remove the sunset on the College and Career Access Pathways Act (AB 288)
- Expand financial aid opportunities for community college students
- Protect California Dreamers
- Invest in workforce development programs

BOARD IMPERATIVE

- I. Institutional Effectiveness
- II. Learning-Centered Institution for Student Access, Retention and Success

FINANCIAL IMPLICATIONS

None.

Regional Advocacy Priority	Update
Promote a college-going culture with K-12 and work-based learning partnerships	<ul style="list-style-type: none"> • Launched The Free College Promise (March 8, 2019) to benefit eligible high school graduates, starting with the class of 2019, from Bear Valley Unified, Colton-Joint Unified, Redlands Unified, Rialto Unified, Rim of the World Unified, San Bernardino City Unified, Yucaipa-Calimesa Unified. • Co-presented cradle-to-career strategies at the National Association of Workforce Boards Forum in Washington D.C. in partnership with San Bernardino County Workforce Development Department and San Bernardino City Unified (March 24, 2019). • Testified before the San Bernardino County Board of Supervisors in support of the Vision2Succeed and Generation Go to promote workforce development partnerships (Dec. 18, 2018).
State Advocacy Priority	Update
Honor the will of the voters who approved Prop. 51 (2016) and fund the backlog of capital outlay projects	<ul style="list-style-type: none"> • In his 2019-20 state budget proposal announced in January, Gov. Newsom included a line item in Prop. 51 matching funds to rebuild the SBVC Applied Technology Building. SBCCD continues to work with state legislators to monitor and advocate for this project.
Increase funding rates specified for the Student Centered Funding Formula	<ul style="list-style-type: none"> • Last year, the funding formula for community colleges was overhauled, creating the Student-Centered Funding Formula, which was only partly based on Full Time Equivalent Students (FTES). Under the new formula, 20% of base funding is based on the number of low-income students that a district serves. Under the formula, one of the measures is according to the number of Promise Grant (formerly BOG Fee Waiver) students served by the district. This creates an inequity for multi-college districts that have students that attend multiple colleges within the same district. • SBCCD position: Funding formula equity allocation should be by college instead of district. There should be no policy differential between a student that attends multiple colleges that are not in the same district and with those that are in the same district. Each college, regardless of whether they are in the same district, has a “touch point” with the student and utilizes resources to serve that student. The students that qualify for the Promise Grant are some of the neediest students in our colleges and not providing the necessary resources to serve these students disadvantages them as they seek education and job training at community colleges.

Remove the sunset on College and Career Access Pathways (AB 288)	<ul style="list-style-type: none"> AB30 (Holden) essentially prevents the College and Career Access Pathways (CCAP) partnerships across California from expiring at the end of 2021 and ensures dual enrollment opportunities remain available to students who may not already be college bound or who are underrepresented in higher education. Referred to Assembly Appropriations suspense file. SBCCD position: Support.
College affordability and financial aid reform	<ul style="list-style-type: none"> Testified in support of SB 291 (Leyva) in Sacramento on March 27, 2019. This bill would establish a new grant for community college students linked to the cost of attendance. Co-sponsors include CCC Board of Governors and CCLC. To accomplish the goals of the California College Promise AB19 (Santiago) and SB291 (Leyva), SBCCD requests state investment in the 2019-20 budget to establish a local financial literacy program to assist students with understanding borrowing for college. Student debt is at an all-time high and students, when borrowing for college need to know about the consequences of building up debt to pay for higher education. This issue is particularly acute in Inland Southern California. AB1314 (Medina & McCarty) would permit Cal Grant A or B students to utilize their Cal Grants for up to two summers and not have that count against their four-year eligibility cap. Community college students who transfer to a four-year university would be able to utilize their Cal Grants for an additional summer. SBCCD position: Support.
Remove the sunset for college modernization through design-build	<ul style="list-style-type: none"> AB 695 (Medina) would extend the authorization for community college districts to enter into design-build contracts to January 1, 2030. Passed by Assembly Appropriations Committee on April 24, 2019. SBCCD position: Support.
Federal Advocacy Priority	Update
Protect California Dreamers	<ul style="list-style-type: none"> On March 12, 2019 Democrats introduced a bill known as the Dream and Promise Act to provide a path to citizenship for young undocumented immigrants under the DACA program, and people with certain types of temporary immigration protections. <i>SBCCD supports inclusion of one-time money in the 2019-20 state budget for Community College Dream Centers.</i>

Investment in workforce development programs	<ul style="list-style-type: none">• SBCCD is working with the U.S. Economic Development Agency to explore partnership opportunities to enhance local job training programs.
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SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: May 16, 2019
SUBJECT: Alternate Work Schedule for Summer 2019

RECOMMENDATION

This item is for information only.

OVERVIEW

SBCCD intends to implement the four-day, ten-hour workweek during Summer 2019, beginning June 2, 2019 through July 27, 2019. Employees will receive ten hours' pay for the designated Independence Day holiday occurring on Thursday, July 4, 2019.

ANALYSIS

SBCCD staff met and negotiated with CSEA in accordance with Article 6.3 of the CSEA Collective Bargaining Agreement addressing the intent to establish an Alternate Work Schedule. A memorandum of understanding was agreed to by both parties.

The same alternative work schedule will be implemented for Management and Confidential employees as well as CSEA members.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications associated with this information board item.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: May 16, 2019

SUBJECT: Applause Cards

RECOMMENDATION

This item is for information only. No action is required.

OVERVIEW

The attached individuals have received special recognition for extending that extra effort in providing quality service and valued assistance.

ANALYSIS

The *Caring Hands* Applause Card was developed so that employees, students, visitors, and vendors have an opportunity to recognize someone at SBCCD who provides outstanding quality and service.

INSTITUTIONAL VALUES

I. Institutional Effectiveness

FINANCIAL IMPLICATIONS

None.

Caring Hands Applause Cards - May 2019

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
DISTRICT				
Aguirre	Margarita	Accounts Payable	Always Going Above and Beyond! You are very much appreciated! Thank you for all you do!	Debby Gallagher
Davis	Angela	Purchasing	You are very much appreciated! Thank you for all you do!	Debby Gallagher
Davis	Angela	Purchasing	Thank you so much for all of your hard work, positive attitude and true professionalism. I appreciate all that you do!	Shari Blackwell
Davis	Angela	Purchasing	Thank you for always going above and beyond!	Heather Ford
Davis	Angela	Purchasing	We could use more employees such as this young lady; she is ALWAYS willing to help. If she does not know the 'answer' she will find out and honestly get back to you. Thank you Angela for your excellent service! YOU ROCK!	Mary Bradley
Diggle	Virginia	Business Services	Always going above and beyond! I appreciate your research skills and problem solving talent. Thank you for getting the past due invoice issues resolved and connect	Debby Gallagher
Diggle	Virginia	Fiscal Services	For your never ending support and knowledge. You are appreciated beyond words. Thank you for everything!	Shari Blackwell
Gamboa	Colleen	Payroll	Thank you so much for going over budget questions regarding payroll. Your help was extremely helpful and very appreciated. You are an asset to the district!	Shari Blackwell
Green	Nancy	Payroll	Thank you for being such a pleasure to speak with on the phone. Your dedication to a magnificent job well done is well recognized.	Jessica Davoodi
Hannon	Kristina	Human Resources	You are very much appreciated! Thank you for your professionalism and always responding quickly to any concerns or issues.	Debby Gallagher

Caring Hands Applause Cards - May 2019

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
McGowan	Arlene	TESS	Thank you for going over and beyond and assisting your fellow co-worker. You are a great asset to TESS and we are so lucky to have you!	Shari Blackwell
Nava	Jonathan	Custodial	Many thanks to Jonathan for answering a request of mine quickly and efficiently. I appreciate your professionalism. Welcome to TESS!	Corrina Baber
Nikac	Stacey	Chancellor's Office	It is through your unwavering dedication that SBCCD succeeds. Your excellence always shows and you are very much appreciated!	Cyndie St. Jean
Nikac	Stacey	Chancellor's Office	Always going above and beyond! You are a star and very much appreciated!	Debby Gallagher
Opris	Joe	Human Resources	You are very much appreciated! Thank you for all your help in getting the info we needed for the upcoming retiree event.	Debby Gallagher
Piggott	Gloria	Print Shop	Always willing to help and go beyond. Excellent customer service! You are appreciated. Thank you	Mary Bradley
Raisch	Kristen	Accounting	Mrs Kristen Raisch is such a pleasure to speak with. She has been more than helpful with my student refund. Very friendly, kind and goes out of her way to assist.	Jessica Davoodi
Rychevic	Susan	Accounting	Thank you for expediting of getting the BT's process so we are able to enter are PR's in ORACLE, prior to cut-off deadline. You always go above and beyond!	Debby Gallagher
Rychevic	Susan	Fiscal Services	For your continued support with end of the year budgets. We appreciate all of your hard work!	Shari Blackwell
Smith	Wyvon	Accounts Payable	You are very much appreciated! Thank you for all you do!	Debby Gallagher

Caring Hands Applause Cards - May 2019

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
Strong	Larry	Fiscal Services	Thank you for getting the past due invoice issue resolved and connecting with others to get the vendor paid. You're the best and very much appreciated!	Debby Gallagher
Sutorus	Steve	Business Services	Thank you for helping in resolving the past due invoice issue and helping receipt other staff who retired remaining open PO's. You're the best and appreciated!	Debby Gallagher
Walker	Wanda	Accounts Payable	You are very much appreciated! Thank you for all you do!	Debby Gallagher
SBVC				
Aguilar	Lupita	VPI Office	You are very much appreciated! Thank you for your help and your attention to detail.	Debby Gallagher
Flaa	Jonathan	Campus Technology Services	You are very much appreciated! Thank you for all your assistance to other staff with the new technology installed in ADSS-207 and all you do!	Debby Gallagher
Fonseca	Katherine	VPSS Office	Congrats on your new position! Thank you for your team concept approach and attention to detail. It is much appreciated!	Debby Gallagher
Gallagher	Debby	President's Office	It is through your unwavering dedication that SBVC succeeds. Your excellence always shows and you are very much appreciated.	Cyndie St. Jean
Hall	Suzan	VPSS Office	Thank you for all your help and assistance you have provided are office for a week with the partial clean-up of the pending expense reports. It was much appreciated!	Debby Gallagher
Hrdlicka	Rick	Campus Technology Services	You are very much appreciated! Thank you for all you do!	Debby Gallagher

Caring Hands Applause Cards - May 2019

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
Huston	Celia	Library	Thank you for your assistance in obtaining the documentation in order to recreate travel forms missing to complete expense reports for you to receive reimbursements for fall travel. It was much appreciated!	Debby Gallagher
Kracher	Gloria	Custodial	You are very much appreciated! Thank you for all you do!	Debby Gallagher
Morden	Erik	Food Services	Thank you for the wonderful food service and setups you provide for the events on are campus. You are very much appreciated!	Debby Gallagher
Pasillas	Karol	VPAS office	You are very much appreciated! Thank you for your help with Oracle issues, BT's and varies budget issues left for clean-up. You always go far and beyond!	Debby Gallagher
Peters	Dena	Research, Planning & IE	You are very much appreciated! Thank you for your help and all you do!	Debby Gallagher
Rodriguez	Judy	VPAS office	You are very much appreciated! Thank you for all you do!	Debby Gallagher
Sanchez	Phylicia	Development and Community Relations	You are a star and very much appreciated! Thank you for all your help and assistance you have provided are office for varies things and especially with the upcoming retiree event.	Debby Gallagher
Sifuentes	Uvaldo	Campus Technology Services	You are very much appreciated! Thank you for all your assistance to other staff with the new technology installed in ADSS-207 and all you do!	Debby Gallagher
Walker	Heidi	Mail Room	You are very much appreciated! Thank you for all you do!	Debby Gallagher
Yarbrough	Kay Dee	VPI Office	You are very much appreciated! Thank you for your help and your attention to detail.	Debby Gallagher

Caring Hands Applause Cards - May 2019

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
CHC				
Newton	Kelly	Office of Instruction	Thank you for your professionalism and helpfulness, even with all my interruptions. You are appreciated!!	Cyndie St. Jean
Olivera	Christopher	Microbiology	Professor Olivera takes a very difficult class and makes it manageable and relatable. His ability to keep us engaged and participating is truly helpful in learning this material. I would recommend taking Chris' class to anyone.	Marsha Roberts
Olivera	Christopher	Microbiology	Today Chris went out of his way to form an extra study session with all of the students that showed up to his office hours, to help us better understand the material. He also showed us new tactics to incorporate in our studying.	Erick Lindberg
Stevenson	David	Chemistry	Dave has done an amazing job getting our lab stockroom organized and things prepared for lab. He has done many great things in a short period of time. He has been awesome!	Kim Salt
St. Jean	Cyndie	President's Office	Always going above and beyond! You are a star and very much appreciated!	Debby Gallagher
Vasquez	Violeta	Counseling	She was very helpful and non-judgmental about all the questions I had. I left feeling very enthusiastic and driven about my educational future!	Phillip Schafer
Zuniga	Ruby	Institutional Effectiveness, Research and Planning	Thank you for always being a wonderful person and being there for everyone.	Anonymous

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Lawrence P. Strong, Director of Fiscal Services
DATE: May 16, 2019
SUBJECT: Budget Report

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

The attached Revenue and Expenditure Summary reflects activity for the 2018-19 fiscal year through April 17, 2019. As of that date, SBCCD was 79.7% through the fiscal year and had spent and/or encumbered approximately 66.6% of its budgeted general fund.

ANALYSIS

While year to date revenue and/or expenditure percentages often vary from the percentage of fiscal year elapsed, all funds are expected to remain within the 2018-19 budget unless noted here. For explanations of any significant variances in year to date revenues/expenditures from fiscal year elapsed, please see the attached summary.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.



Budget Revenue & Expenditure Summary

Year to Date 04/17/2019

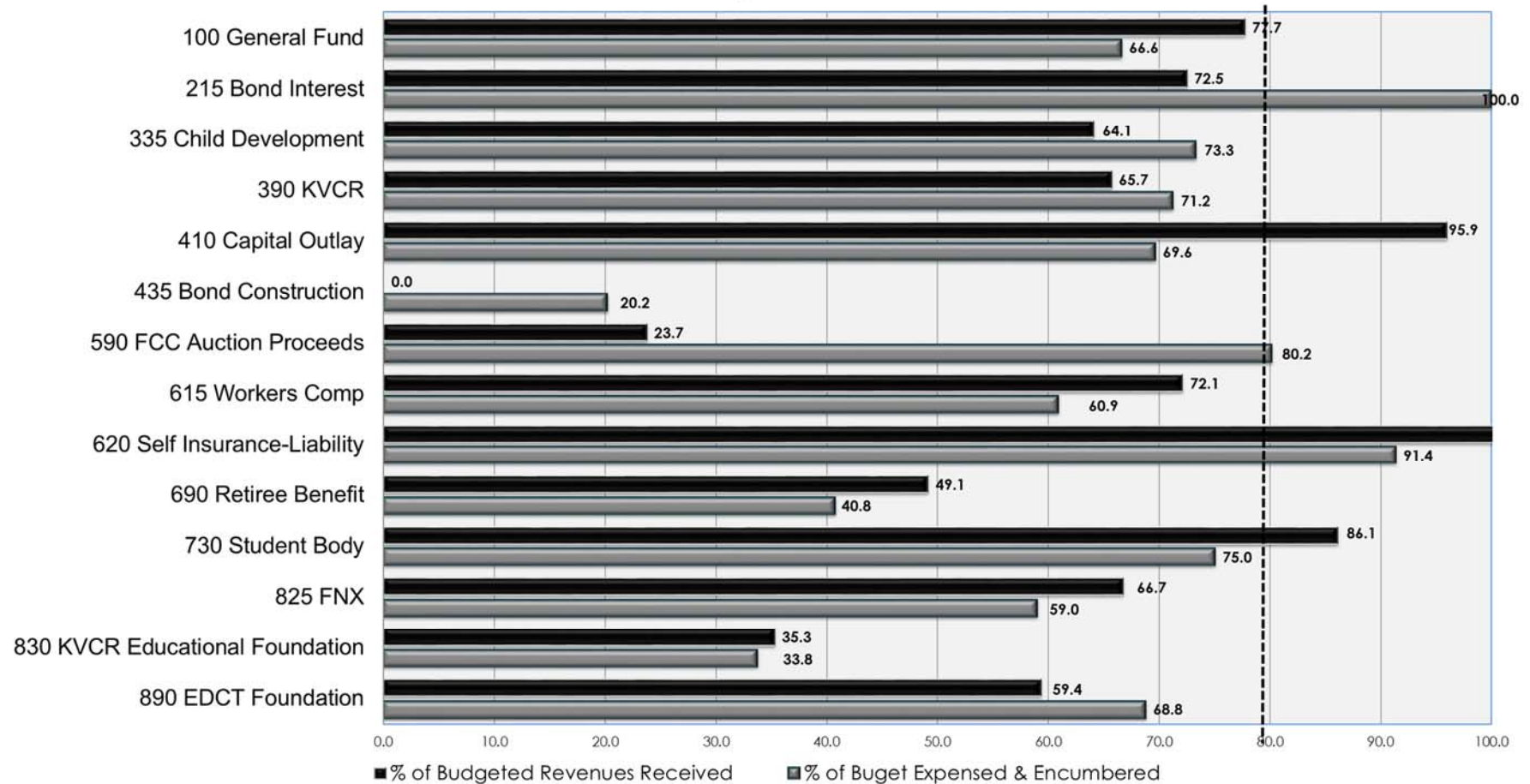
	79.7% of Fiscal Year Elapsed						COMMENTS
	REVENUES			EXPENDITURES			
	Budget	Received YTD		Budget	Expensed/ Encumbered YTD		
100 General Fund	\$165,936,000	\$ 128,949,032	77.7%	\$171,928,782	\$114,507,860	66.6%	Services and Operating expenditures trending lower than expected.
215 Bond Interest & Redemption	\$ 25,703,480	\$ 18,632,347	72.5%	\$ 29,169,261	\$ 29,157,937	100.0%	Taxes are determined and collected by the County for bond measures; SBCCD does not control this fund.
335 Child Development	\$ 3,544,746	\$ 2,271,299	64.1%	\$ 3,544,746	\$ 2,597,087	73.3%	Revenue posted one month in arrears.
390 KVCR	\$ 4,877,875	\$ 3,204,662	65.7%	\$ 4,881,329	\$ 3,477,847	71.2%	Revenue received YTD is lower than expected.
410 Capital Outlay Projects	\$ 1,569,707	\$ 1,506,045	95.9%	\$ 6,632,262	\$ 4,617,756	69.6%	
435 Bond Construction	\$ -	\$ 27,458	n/a	\$ 9,072,778	\$ 1,831,972	20.2%	Budget includes \$3million for EDA funds match and \$1.6million for program support.
590 FCC Auction Proceeds	\$ 4,000,000	\$ 949,545	23.7%	\$ 74,706,854	\$ 59,882,160	80.2%	\$2million media academy budget allocated to colleges. Revenue budget for interfund transfer (media academy allocation) to be adjusted..
615 Workers Compensation	\$ 1,257,000	\$ 906,082	72.1%	\$ 1,257,000	\$ 765,491	60.9%	Expenditures are consistent with District claims received.
620 Self Insurance-Liability	\$ 550,000	\$ 557,895	101.4%	\$ 789,687	\$ 721,418	91.4%	FY2019 Insurance payment of \$516,488. Interest income received YTD is \$7,895.
690 Retiree Benefit	\$ 240,000	\$ 117,893	49.1%	\$ 479,935	\$ 195,746	40.8%	Revenue posted one month in arrears. Expenditures are consistent with retiree benefit costs.
730 Student Body Center Fee	\$ 294,700	\$ 253,760	86.1%	\$ 294,700	\$ 221,039	75.0%	
825 FNX	\$ 3,018,000	\$ 2,013,310	66.7%	\$ 3,191,671	\$ 1,882,373	59.0%	Expenditures are consistent with the scope of the funding agreement. Final payment from sponsor to be received by June 30, 2018.
830 KVCR Educational Foundation	\$ 3,455,192	\$ 1,218,893	35.3%	\$ 3,455,224	\$ 1,166,521	33.8%	Revenue received YTD is lower than expected.
890 EDCT Foundation	\$ 533,766	\$ 316,845	59.4%	\$ 567,766	\$ 390,576	68.8%	Revenue received YTD is lower than expected.



Budget Revenue & Expenditure Summary

Year to Date 04/17/2019

Fiscal Year Elapsed - 79.7%





Oracle Encumbrance Report

Year to Date 04/17/2019

Fund	Title	Type	Total
100	General Fund	Expense	11,711,693
215	Bond Interest	Expense	-
335	Child Development	Expense	222,696
390	KVCR	Expense	665,902
410	Capital Outlay	Expense	1,252,262
435	Bond Construction	Expense	376,356
590	FCC Auction Proceeds	Expense	9,474,397
615	Worker's Comp.	Expense	68,397
620	Self-Insurance - Liability	Expense	67,377
690	Retiree Benefit	Expense	-
730	Student Body Center Fee	Expense	6,278
825	FNX	Expense	317,362
830	KVCR Educational Foundation	Expense	191,170
890	EDCT Foundation	Expense	57,197

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Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 01 GENERAL FUND							
Revenue							
Federal Revenue (810000 to 819999)	2,829,840.78	749,757.54	749,757.54	26.49%	-	2,080,083.24	73.51%
Other State Revenue (860000 to 869999)	105,649,314.20	80,520,943.07	80,520,943.07	76.22%	-	25,128,371.13	23.78%
Other Local Revenue (880000 to 889999)	38,796,229.49	33,318,271.34	33,318,271.34	85.88%	-	5,477,958.15	14.12%
All Other Financing Sources (890000 to 897999)	9,591,054.00	7,098,689.30	7,098,689.30	74.01%	-	2,492,364.70	25.99%
Interfund Transfers In (898000 to 898999)	9,069,561.85	7,000,000.00	7,000,000.00	77.18%	-	2,069,561.85	22.82%
Total Revenue	165,936,000.32	128,687,661.25	128,687,661.25		-	37,248,339.07	
Expenditure							
Certificated Salary (100000 to 199999)	48,382,776.79	36,102,882.55	36,102,882.55	74.62%	-	12,279,894.24	25.38%
Classified Salary (200000 to 299999)	35,549,288.06	25,343,249.19	25,343,249.19	71.29%	-	10,206,038.87	28.71%
Employee Benefit (300000 to 399999)	27,333,038.81	19,663,199.07	19,663,199.07	71.94%	-	7,669,839.74	28.06%
Books and Supplies (400000 to 499999)	3,705,252.09	1,060,731.85	1,060,731.85	28.63%	23,563.93	2,620,956.31	70.74%
Services and Operating Expenditures (500000 to 599999)	38,116,438.22	11,554,000.60	11,554,000.60	30.31%	1,792,181.52	24,770,256.10	64.99%
Capital Outlay (600000 to 699999)	7,157,763.94	2,166,833.29	2,166,833.29	30.27%	728,556.85	4,262,373.80	59.55%
Interfund Transfers Out (730000 to 739999)	770,000.00	770,000.00	770,000.00	100.00%	-	0.00	0.00%
Other Transfers Out (740000 to 769999)	10,914,223.63	6,135,270.42	6,135,270.42	56.21%	223,140.00	4,555,813.21	41.74%
Total Expenditure	171,928,781.54	102,796,166.97	102,796,166.97		2,767,442.30	66,365,172.27	
Total Fund 01 GENERAL FUND	(5,992,781.22)	25,891,494.28	25,891,494.28		(2,767,442.30)	(29,116,833.20)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = No; Include Budget Account Details = No; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Major Range;
Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 21 BOND INTEREST AND REDEMPTIONF							
Revenue							
Other State Revenue (860000 to 869999)	225,744.00	118,937.09	118,937.09	52.69%	-	106,806.91	47.31%
Other Local Revenue (880000 to 889999)	25,477,736.00	17,772,719.38	17,772,719.38	69.76%	-	7,705,016.62	30.24%
All Other Financing Sources (890000 to 897999)	0.00	740,690.51	740,690.51	100.00%	-	(740,690.51)	0.00%
Total Revenue	25,703,480.00	18,632,346.98	18,632,346.98		-	7,071,133.02	
Expenditure							
Other Financing Uses (700000 to 729999)	29,169,261.00	29,157,937.25	29,157,937.25	99.96%	-	11,323.75	0.04%
Total Expenditure	29,169,261.00	29,157,937.25	29,157,937.25		-	11,323.75	
Total Fund 21 BOND INTEREST AND REDEMP	(3,465,781.00)	(10,525,590.27)	(10,525,590.27)		-	7,059,809.27	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = No; Include Budget Account Details = No; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Major Range;
Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 41 CAPITAL OUTLAY PROJECTS FUND							
Revenue							
Other State Revenue (860000 to 869999)	269,707.36	269,707.36	269,707.36	100.00%	-	0.00	0.00%
Other Local Revenue (880000 to 889999)	1,300,000.00	1,236,338.00	1,236,338.00	95.10%	-	63,662.00	4.90%
Total Revenue	1,569,707.36	1,506,045.36	1,506,045.36		-	63,662.00	
Expenditure							
Classified Salary (200000 to 299999)	210,085.69	171,342.42	171,342.42	81.56%	-	38,743.27	18.44%
Employee Benefit (300000 to 399999)	84,435.60	61,035.62	61,035.62	72.29%	-	23,399.98	27.71%
Services and Operating Expenditures (500000 to 599999)	1,379,413.00	1,147,406.09	1,147,406.09	83.18%	123,088.56	108,918.35	7.90%
Capital Outlay (600000 to 699999)	4,958,327.86	1,985,709.89	1,985,709.89	40.05%	130,313.11	2,842,304.86	57.32%
Total Expenditure	6,632,262.15	3,365,494.02	3,365,494.02		253,401.67	3,013,366.46	
Total Fund 41 CAPITAL OUTLAY PROJECTS	(5,062,554.79)	(1,859,448.66)	(1,859,448.66)		(253,401.67)	(2,949,704.46)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = No; Include Budget Account Details = No; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Major Range;
Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 42 REVENUE BOND CONSTRUCTION FUN							
Revenue							
Other Local Revenue (880000 to 889999)	0.00	27,457.66	27,457.66	100.00%	-	(27,457.66)	0.00%
Total Revenue	0.00	27,457.66	27,457.66		-	(27,457.66)	
Expenditure							
Services and Operating Expenditures (500000 to 599999)	250,000.00	16,248.00	16,248.00	6.50%	14,035.00	219,717.00	87.89%
Capital Outlay (600000 to 699999)	8,822,777.63	1,439,368.11	1,439,368.11	16.31%	-	7,383,409.52	83.69%
Total Expenditure	9,072,777.63	1,455,616.11	1,455,616.11		14,035.00	7,603,126.52	
Total Fund 42 REVENUE BOND CONSTRUCTIO	(9,072,777.63)	(1,428,158.45)	(1,428,158.45)		(14,035.00)	(7,630,584.18)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = No; Include Budget Account Details = No; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Major Range;
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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 59 ENTERPRISE FUND-FCC AUCTION							
Revenue							
Other Local Revenue (880000 to 889999)	2,000,000.00	949,544.79	949,544.79	47.48%	-	1,050,455.21	52.52%
Interfund Transfers In (898000 to 898999)	2,000,000.00	0.00	0.00	0.00%	-	2,000,000.00	100.00%
Total Revenue	4,000,000.00	949,544.79	949,544.79		-	3,050,455.21	
Expenditure							
Services and Operating Expenditures (500000 to 599999)	852,210.00	434,645.24	434,645.24	51.00%	49,972.80	367,591.96	43.13%
Capital Outlay (600000 to 699999)	61,799,644.46	41,423,117.29	41,423,117.29	67.03%	1,644,311.34	18,732,215.83	30.31%
Other Financing Uses (700000 to 729999)	2,000,000.00	0.00	0.00	0.00%	-	2,000,000.00	100.00%
Interfund Transfers Out (730000 to 739999)	10,055,000.00	8,550,000.00	8,550,000.00	85.03%	-	1,505,000.00	14.97%
Total Expenditure	74,706,854.46	50,407,762.53	50,407,762.53		1,694,284.14	22,604,807.79	
Total Fund 59 ENTERPRISE FUND-FCC AUCTION	(70,706,854.46)	(49,458,217.74)	(49,458,217.74)		(1,694,284.14)	(19,554,352.58)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = No; Include Budget Account Details = No; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Major Range;
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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 68 RETIREE BENEFIT FUND							
Revenue							
Other Local Revenue (880000 to 889999)	240,000.00	117,896.06	117,896.06	49.12%	-	122,103.94	50.88%
Total Revenue	240,000.00	117,896.06	117,896.06		-	122,103.94	
Expenditure							
Employee Benefit (300000 to 399999)	479,935.30	195,746.44	195,746.44	40.79%	-	284,188.86	59.21%
Total Expenditure	479,935.30	195,746.44	195,746.44		-	284,188.86	
Total Fund 68 RETIREE BENEFIT FUND	<u>(239,935.30)</u>	<u>(77,850.38)</u>	<u>(77,850.38)</u>		<u>-</u>	<u>(162,084.92)</u>	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = No; Include Budget Account Details = No; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Major Range;
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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 72 CHILD DEVELOPMENT FUND							
Revenue							
Federal Revenue (810000 to 819999)	545,440.00	152,573.06	152,573.06	27.97%	(2,770.72)	395,637.66	72.54%
Other State Revenue (860000 to 869999)	2,784,409.00	1,958,270.93	1,958,270.93	70.33%	2,770.72	823,367.35	29.57%
Other Local Revenue (880000 to 889999)	214,896.70	160,454.69	160,454.69	74.67%	-	54,442.01	25.33%
Total Revenue	3,544,745.70	2,271,298.68	2,271,298.68		-	1,273,447.02	
Expenditure							
Classified Salary (200000 to 299999)	2,029,391.34	1,560,022.07	1,560,022.07	76.87%	-	469,369.27	23.13%
Employee Benefit (300000 to 399999)	798,209.97	586,869.75	586,869.75	73.52%	-	211,340.22	26.48%
Books and Supplies (400000 to 499999)	525,020.49	197,579.72	197,579.72	37.63%	13,100.58	314,340.19	59.87%
Services and Operating Expenditures (500000 to 599999)	44,862.72	3,324.00	3,324.00	7.41%	-	41,538.72	92.59%
Capital Outlay (600000 to 699999)	147,261.21	26,595.08	26,595.08	18.06%	-	120,666.13	81.94%
Total Expenditure	3,544,745.73	2,374,390.62	2,374,390.62		13,100.58	1,157,254.53	
Total Fund 72 CHILD DEVELOPMENT FUND	(0.03)	(103,091.94)	(103,091.94)		(13,100.58)	116,192.49	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = No; Include Budget Account Details = No; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Major Range;
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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 73 STUDENT BODY CENTER FEE FUND							
Revenue							
Other Local Revenue (880000 to 889999)	294,700.00	253,760.26	253,760.26	86.11%	-	40,939.74	13.89%
Total Revenue	294,700.00	253,760.26	253,760.26		-	40,939.74	
Expenditure							
Classified Salary (200000 to 299999)	173,291.82	141,506.88	141,506.88	81.66%	-	31,784.94	18.34%
Employee Benefit (300000 to 399999)	64,078.50	51,366.45	51,366.45	80.16%	-	12,712.05	19.84%
Books and Supplies (400000 to 499999)	27,417.22	11,766.64	11,766.64	42.92%	13,106.62	2,543.96	9.28%
Services and Operating Expenditures (500000 to 599999)	19,581.20	0.00	0.00	0.00%	-	19,581.20	100.00%
Capital Outlay (600000 to 699999)	10,331.28	10,121.03	10,121.03	97.96%	-	210.25	2.04%
Total Expenditure	294,700.02	214,761.00	214,761.00		13,106.62	66,832.40	
Total Fund 73 STUDENT BODY CENTER FEE	(0.02)	38,999.26	38,999.26		(13,106.62)	(25,892.66)	

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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 74 KVCR FUND							
Revenue							
Other Local Revenue (880000 to 889999)	1,773,556.39	1,254,661.96	1,254,661.96	70.74%	-	518,894.43	29.26%
Interfund Transfers In (898000 to 898999)	3,104,319.00	1,950,000.00	1,950,000.00	62.82%	-	1,154,319.00	37.18%
Total Revenue	4,877,875.39	3,204,661.96	3,204,661.96		-	1,673,213.43	
Expenditure							
Classified Salary (200000 to 299999)	1,895,760.34	1,413,031.12	1,413,031.12	74.54%	-	482,729.22	25.46%
Employee Benefit (300000 to 399999)	623,161.26	431,772.20	431,772.20	69.29%	-	191,389.06	30.71%
Books and Supplies (400000 to 499999)	33,250.00	6,037.25	6,037.25	18.16%	-	27,212.75	81.84%
Services and Operating Expenditures (500000 to 599999)	2,189,157.43	885,526.44	885,526.44	40.45%	215,994.97	1,087,636.02	49.68%
Capital Outlay (600000 to 699999)	140,000.00	75,578.15	75,578.15	53.98%	-	64,421.85	46.02%
Total Expenditure	4,881,329.03	2,811,945.16	2,811,945.16		215,994.97	1,853,388.90	
Total Fund 74 KVCR FUND	(3,453.64)	392,716.80	392,716.80		(215,994.97)	(180,175.47)	

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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 76 KVCR EDUCATIONAL FOUNDATION							
Revenue							
Other Local Revenue (880000 to 889999)	2,854,510.83	1,218,892.89	1,218,892.89	42.70%	-	1,635,617.94	57.30%
Interfund Transfers In (898000 to 898999)	600,681.00	0.00	0.00	0.00%	-	600,681.00	100.00%
Total Revenue	3,455,191.83	1,218,892.89	1,218,892.89		-	2,236,298.94	
Expenditure							
Classified Salary (200000 to 299999)	525,690.02	223,039.07	223,039.07	42.43%	-	302,650.95	57.57%
Employee Benefit (300000 to 399999)	187,057.86	67,119.48	67,119.48	35.88%	-	119,938.38	64.12%
Books and Supplies (400000 to 499999)	35,069.20	1,817.60	1,817.60	5.18%	-	33,251.60	94.82%
Services and Operating Expenditures (500000 to 599999)	981,906.55	283,161.01	283,161.01	28.84%	7,900.09	690,845.45	70.36%
Capital Outlay (600000 to 699999)	25,500.00	213.35	213.35	0.84%	-	25,286.65	99.16%
Interfund Transfers Out (730000 to 739999)	1,700,000.00	400,000.00	400,000.00	23.53%	-	1,300,000.00	76.47%
Total Expenditure	3,455,223.63	975,350.51	975,350.51		7,900.09	2,471,973.03	
Total Fund 76 KVCR EDUCATIONAL FOUNDAT	(31.80)	243,542.38	243,542.38		(7,900.09)	(235,674.09)	

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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 78 SELF INSURANCE-LIABILITY&PROP							
Revenue							
Other Local Revenue (880000 to 889999)	0.00	7,894.51	7,894.51	100.00%	-	(7,894.51)	0.00%
Interfund Transfers In (898000 to 898999)	550,000.00	550,000.00	550,000.00	100.00%	-	0.00	0.00%
Total Revenue	550,000.00	557,894.51	557,894.51		-	(7,894.51)	
Expenditure							
Services and Operating Expenditures (500000 to 599999)	789,686.60	654,040.61	654,040.61	82.82%	-	135,645.99	17.18%
Total Expenditure	789,686.60	654,040.61	654,040.61		-	135,645.99	
Total Fund 78 SELF INSURANCE-LIABILITY	<u>(239,686.60)</u>	<u>(96,146.10)</u>	<u>(96,146.10)</u>		<u>-</u>	<u>(143,540.50)</u>	

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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 79 EDCT FOUNDATION							
Revenue							
Other State Revenue (860000 to 869999)	266,571.00	72,297.66	72,297.66	27.12%	-	194,273.34	72.88%
Other Local Revenue (880000 to 889999)	47,194.67	24,547.51	24,547.51	52.01%	-	22,647.16	47.99%
Interfund Transfers In (898000 to 898999)	220,000.00	220,000.00	220,000.00	100.00%	-	0.00	0.00%
Total Revenue	533,765.67	316,845.17	316,845.17		-	216,920.50	
Expenditure							
Classified Salary (200000 to 299999)	255,877.66	210,346.99	210,346.99	82.21%	-	45,530.67	17.79%
Employee Benefit (300000 to 399999)	53,599.35	40,008.73	40,008.73	74.64%	-	13,590.62	25.36%
Books and Supplies (400000 to 499999)	70,149.67	7,706.69	7,706.69	10.99%	-	62,442.98	89.01%
Services and Operating Expenditures (500000 to 599999)	62,564.46	20,370.42	20,370.42	32.56%	-	42,194.04	67.44%
Capital Outlay (600000 to 699999)	125,574.54	54,946.18	54,946.18	43.76%	-	70,628.36	56.24%
Total Expenditure	567,765.68	333,379.01	333,379.01		-	234,386.67	
Total Fund 79 EDCT FOUNDATION	(34,000.01)	(16,533.84)	(16,533.84)		-	(17,466.17)	

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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 82 SCHLRSH&LOAN AGENCY KVC-R-FNX							
Revenue							
Other Local Revenue (880000 to 889999)	3,018,000.00	2,013,309.57	2,013,309.57	66.71%	-	1,004,690.43	33.29%
Total Revenue	3,018,000.00	2,013,309.57	2,013,309.57		-	1,004,690.43	
Expenditure							
Classified Salary (200000 to 299999)	1,382,267.16	857,289.09	857,289.09	62.02%	-	524,978.07	37.98%
Employee Benefit (300000 to 399999)	412,208.78	238,557.75	238,557.75	57.87%	-	173,651.03	42.13%
Books and Supplies (400000 to 499999)	35,300.00	5,740.28	5,740.28	16.26%	138.05	29,421.67	83.35%
Services and Operating Expenditures (500000 to 599999)	1,251,395.20	430,094.46	430,094.46	34.37%	7,048.02	814,252.72	65.07%
Capital Outlay (600000 to 699999)	110,500.00	33,329.20	33,329.20	30.16%	1,050.78	76,120.02	68.89%
Total Expenditure	3,191,671.14	1,565,010.78	1,565,010.78		8,236.85	1,618,423.51	
Total Fund 82 SCHLRSH&LOAN AGENCY KVC	(173,671.14)	448,298.79	448,298.79		(8,236.85)	(613,733.08)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = No; Include Budget Account Details = No; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Major Range;
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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 84 WORKERS COMPENSATION FUND							
Revenue							
Other Local Revenue (880000 to 889999)	1,257,000.00	906,081.55	906,081.55	72.08%	-	350,918.45	27.92%
Total Revenue	1,257,000.00	906,081.55	906,081.55		-	350,918.45	
Expenditure							
Services and Operating Expenditures (500000 to 599999)	1,257,000.00	697,094.37	697,094.37	55.46%	-	559,905.63	44.54%
Total Expenditure	1,257,000.00	697,094.37	697,094.37		-	559,905.63	
Total Fund 84 WORKERS COMPENSATION FUN	0.00	208,987.18	208,987.18		-	(208,987.18)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = No; Include Budget Account Details = No; Include GL Status = Pended,Encumbered,PreEncumberd; Sort/Group = Fund,Major Range;
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SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Steven J. Sutorus, Business Manager
DATE: May 16, 2019
SUBJECT: CCFS-320 Apportionment Attendance Report for FY 2019 Period 2

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

The CCFS-320 Apportionment Attendance Report for FY 2019 Period 2 has been submitted to the State Chancellor's Office.

ANALYSIS

The Period 2 report includes preliminary figures for the period July 1, 2018 – April 20, 2019 and uses annualizers to forecast fiscal year end data. The chart below summarizes the District's status as of P2 and provides comparison data.

Comparison – FY18 P3 vs FY19 P2					
FY 18 at Year End			FY 19 at P2		
CHC	4,519		CHC	4,766	247
SBVC	10,785		SBVC	10,713	-72
Total	15,304		Total	15,479	175
					5.47%
					-0.67%
					1.14%

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Al Jackson, Chief of Police
DATE: May 16, 2019
SUBJECT: District Clery Act Compliance Report

RECOMMENDATION

This item is for information only. No action is required.

OVERVIEW

Postsecondary educational institutions (institutions) that participate in student aid programs under Title IV of the federal Higher Education Act of 1965, as amended, are required by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) to create an annual security report by October 1 of each year. This security report must contain required crime statistics of the institution as well as certain security policy disclosures. When institutions do not comply with the Clery Act, they inhibit the ability of students and others to make informed decisions about campus security. Further, the U.S. Department of Education can impose financial penalties of up to \$55,907 per violation against noncompliant institutions.

ANALYSIS

Monthly Report of Clery Crimes for March 2019 (See attached).

INSTITUTIONAL VALUES

I. Institutional Effectiveness

FINANCIAL IMPLICATIONS

None

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
CLERY ACT CRIMES
March 2019

ON CAMPUS:

CRAFTON

NO INCIDENTS TO REPORT

DISTRICT

NO INCIDENTS TO REPORT

VALLEY

Case #	Reported	Offense	Reportable Clery Crime	Location	Disposition
19-0197	3/01/2019	H&S 11364(A)	Possession of Drug Paraphernalia	Lot 9	Subject Arrested
19-0212	3/05/2019	H&S 11350(A)	Possession of Controlled Substance	Admin Building	Subject Arrested
19-0232	3/13/2019	H&S 11364(A)	Possession of Drug Paraphernalia	PS Building	Subject Arrested
19-0281	3/27/2019	H&S 11357(D)	Possession of Marijuana on School Grounds	Lot 10	Subject Arrested

PUBLIC PROPERTY:

CRAFTON

NO INCIDENTS TO REPORT

DISTRICT

NO INCIDENTS TO REPORT

VALLEY

NO INCIDENTS TO REPORT

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Diana Rodriguez, President, SBVC

PREPARED BY: Patty Quach, Dean, Academic Success & Learning Services, SBVC

DATE: May 16, 2019

SUBJECT: Consideration of Approval of College and Career Access Pathways (CCAP) - SBVC

RECOMMENDATION

This item is submitted for information only. No action is required.

College and Career Access Pathways (CCAP) dual enrollment partnership agreements:

- Lifelong Learning Administration Corporation (Learn4Life)
- Provisional Accelerated Learning (PAL) & Charter Academy
- Rialto Unified School District
- San Bernardino Unified School District
- Public Safety Academy

OVERVIEW

Pursuant to Education Code 76004(b), a participating community college district may enter into a CCAP partnership with a school district partner that is governed by a CCAP partnership agreement approved by the governing boards of both districts. As a condition of, and before adopting, a CCAP partnership agreement, the governing board of each district, at an open public meeting of that board, shall present the dual enrollment partnership agreement as an informational item. The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.

ANALYSIS

The purpose of offering and expanding dual enrollment opportunities is consistent with the provisions of AB 288 for high school students who may not already be college bound or who are underrepresented in higher education.

This complies with the student selection standards, curriculum guidelines, recommendations, and procedures promulgated by applicable law, the California Community College Chancellor's Offices, San Bernardino Community College District, and San Bernardino Valley College.

INSTITUTIONAL VALUES

II. Learning Centered Institution for Student Access, Retention, and Success.

FINANCIAL IMPLICATIONS

None.

**COLLEGE AND CAREER ACCESS PATHWAYS
FOR DUAL ENROLLMENT
2019-2024**

This College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is entered into between the San Bernardino Community College District (“SBCCD”), 114 South Del Rosa Drive, San Bernardino, California 92408, on behalf of one of its colleges San Bernardino Valley College (“COLLEGE”), and Lifelong Learning Administration Corporation (“LLAC”), whose address is 177 Holston Drive, Lancaster, CA 93535 for the providing of dual enrollment classes to those California charter schools identified in “Exhibit A” attached hereto and incorporated herein (collectively the “SCHOOLS” or individually a “SCHOOL”) which SCHOOLS are licensed to use the Learn4Life trademark and are supported by LLAC through certain educational services agreements.

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within SBVC;

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences;

WHEREAS, the SCHOOLS are public charter schools serving grades 9-12 located in San Bernardino County and within the regional service area of SBCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e);

WHEREAS, SBCCD and LLAC desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities to the SCHOOLS, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” as specified in Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d); and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, SBCCD and COLLEGE.

NOW THEREFORE, SBCCD, the COLLEGE and LLAC agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall begin on July 1, 2019, will be reviewed annually, and will remain in effect until June 30, 2024. This contract may be cancelled or amended by either party unless otherwise terminated in accordance with Section 19 of this Agreement.
- 1.2 This CCAP Agreement, Exhibit A and the appendix attached hereto outline the terms of the agreement between the parties. The appendix attached to this CCAP Agreement and incorporated by this reference (“Appendix”) shall specify additional detail regarding, but

not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)

1.3 The Appendix shall identify a point of contact for the participating community college district (COLLEGE and SBCCD), LLAC and the SCHOOLS. Sec. 2 (c)(2)

1.4 A copy of the COLLEGE AND LLAC CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and California Department of Education before the start of the CCAP partnership. Sec. 2 (c)(3)

2. DEFINITIONS

2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOLS have been approved in accordance with the policies and guidelines of SBCCD and applicable law. Sec. 2 (a)

2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2(a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of this CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through this CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SBCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in this CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SBCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOLS unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of a CCAP Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day - LLAC shall request each of the SCHOOLS to certify that it shall teach SCHOOL's students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and LLAC (in consultation and coordination with the SCHOOLS) will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The LLAC agrees to work with SCHOOLS to assist COLLEGE in the admission and registration of SCHOOLS students as may be necessary and requested by COLLEGE.

- 4.4 LLAC and COLLEGE understand and agree that successful COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee described in the following California Education Code Sections: 49011 Pupil fees; 76060.5 Student representation fee; 76140, 76141, and 76142 Nonresident tuition and corresponding permissible “capital outlay” fee and/or “processing fee”; 76223 Transcript fees; 76300 Course enrollment fees; 76350 Apprenticeship course fees; and 79121 Child development center fees. Sec. 2 (f)(q)

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011 Pupil fees. See also Sec. 2(f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5 Student representation fee; 76140, 76141 and 76142 Nonresident tuition and corresponding permissible “capital outlay” fee and/or “processing fee”; 76223 Transcript fees; 76300 Course enrollment fees; 76350 Apprenticeship course fees; and 79121 Child development center fees.
- 5.2 The total cost of books and instructional materials for SCHOOLS students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOLS.
- 5.3 Participating students must meet all COLLEGE prerequisite requirements as established by the COLLEGE and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.
- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOLS. COLLEGE shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. LLAC shall work with the SCHOOLS to ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOLS.
- 5.7 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate

information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.

- 5.8 A course dropped within the SBCCD drop “without a W” deadline will not appear on the SCHOOLS’ or the COLLEGE’s transcript.

6. CCAP AGREEMENT COURSES

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course. Sec. 2 (o)(1)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and education program is offered on site at the SCHOOLS or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses offered as part of this CCAP Agreement either at the COLLEGE or SCHOOLS shall be jointly reviewed and approved.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOLS shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with COLLEGE academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOLS shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOLS shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SBCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOLS. In the event of a conflict between SBCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and the SCHOOLS policies, practices and requirements, the SBCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE and or SBCCD shall be permitted by the SCHOOLS to ensure that courses offered as part of

this CCAP Agreement in the SCHOOLS are the same as the courses offered on the COLLEGE campus and in compliance with SBCCD academic standards.

- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with SBCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SBCCD guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors.
- 6.14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOLS, and shall involve collaborative effort between the SCHOOLS and the COLLEGE to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by SBCCD.
- 7.2 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code §121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL site.
- 7.3 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by SBCCD.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOLS shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOLS shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.

- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOLS shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOLS shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and LLAC/SCHOOLS in conformity with SBCCD policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOLS shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between the LLAC/SCHOOLS and COLLEGE in conformity with LLAC/SCHOOLS policies and standards. Sec. 2 (c)(2)
- 9.3 The COLLEGE will provide SCHOOLS personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with SBCCD policy and COLLEGE procedures and academic standards.
- 9.4 The LLAC shall have the SCHOOLS provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.
- 9.5 The LLAC's or SCHOOLS' personnel will perform services specified in 9.4 as part of their regular assignment. LLAC or SCHOOLS personnel performing these services will be employees of LLAC or SCHOOLS, subject to the authority of LLAC or SCHOOLS, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 9.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and LLAC on all the following information: Sec. 2 (t)(1)(A-D)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)

- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

10. APPORTIONMENT

- 10.1 SBCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 10.3 The LLAC agrees and acknowledges that SBCCD will claim apportionment for the SCHOOL(S) students enrolled in community college course(s) under this CCAP Agreement. SCHOOLS shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 Effective January 1, 2017, AB 2364, amended California Education Code 76140 to exempt specific nonresident students who live and attend high school in California from nonresident tuition for community college dual enrollment coursework. With the passage of AB 2364 Districts are allowed to claim apportionment for students eligible for nonresident tuition exemption.

11. CERTIFICATIONS

- 11.1 SBCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.2 The LLAC agrees and acknowledges that SBCCD will claim apportionment for the SCHOOLS students enrolled in community college course(s) under this CCAP Agreement.
- 11.3 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.4 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)

11.5 The COLLEGE certifies that:

- A community college course offered for college credit at the participating SCHOOL(S) does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
- A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

11.6 This CCAP Agreement certifies that the LLAC and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

12. PROGRAM IMPROVEMENT

12.1 The COLLEGE and LLAC may annually conduct surveys of participating SCHOOLS pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

13.1 Permanent records of student attendance, grades and achievement will be maintained by LLAC or SCHOOLS for SCHOOLS students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. REIMBURSEMENT

14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

15. FACILITIES

- LLAC shall require the SCHOOLS to provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SBCCD or students. LLAC agree to have SCHOOLS clean, maintain, and safeguard SCHOOLS' premises. LLAC shall have SCHOOLS warrant that the SCHOOLS' facilities are safe and compliant with all applicable building, fire, and safety codes.

- 15.2 LLAC shall have the SCHOOLS furnish, at their own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOLS students. The parties understand that such equipment and materials are the SCHOOLS' sole property. The instructor shall determine reasonable books and materials to be used during each course offered as part of this CCAP Agreement. LLAC understand that no equipment or materials fee may be charged by the SCHOOLS to students except as may be provided for by Education Code 49011.
- 15.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this CCAP Agreement.

16. INDEMNIFICATION

- 16.1 LLAC agrees to and shall indemnify, save and hold harmless the COLLEGE and SBCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of LLAC's performance of this CCAP Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the LLAC, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 16.2 The SBCCD agrees to and shall indemnify, save and hold harmless the LLAC and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SBCCD and COLLEGE'S performance of this CCAP Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SBCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

17. INSURANCE

- 17.1 LLAC, in order to protect the SBCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and LLAC, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to SBCCD.
- 17.2 SBCCD and COLLEGE, to protect LLAC and the SCHOOLS, shall secure and maintain in force insurance coverage or an approved program of self-insurance as specified in Section 10a and 10b of the Appendix.

18. NON-DISCRIMINATION

- 18.1 Neither LLAC and the SCHOOLS nor the COLLEGE and SBCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

19. TERMINATION

- 19.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 20 below.

20. NOTICES

- 20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE
San Bernardino Valley College
701 South Mount Vernon Avenue
San Bernardino, CA 92410
Attn: Patricia Quach

SBCCD
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408
Attn: Steve Sutorous

LLAC
Lifelong Learning Administration Corporation
177 Holston Drive
Lancaster, CA 93535
Attn: Vince Varchun

21. INTEGRATION

- 21.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22. MODIFICATION AND AMENDMENT

- 22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

23. GOVERNING LAWS

- 23.1 This CCAP Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

- 24.1 For locations outside the geographical boundaries of SBCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

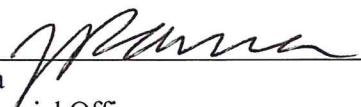
25. SEVERABILITY


- 25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

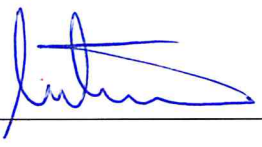
26. COUNTERPARTS

- 26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on 8/04/19 (date)

By: 
Julie Parra
Chief Financial Officer
Alta Vista Innovation High School
177 Holston Drive
Lancaster, CA 93535

By: 
Janet Wilson
Chief Executive Officer
Vista Norte Public Charter School
177 Holston Drive
Lancaster, CA 93535

By: 
Steve Sutorous
Business Manager
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408

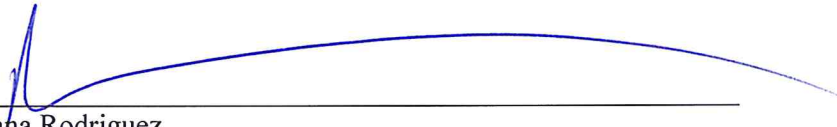
By: 
Diana Rodriguez
President
San Bernardino Valley College
701 South Mount Vernon Avenue
San Bernardino, CA 92410

EXHIBIT A

ALTA VISTA PUBLIC CHARTER, INC., which operates:

Vista Norte Public Charter School

248 East Base Line Road, Rialto, CA 92376

WESTERN EDUCATIONAL CORPORATION, which operates:

Alta Vista Innovation High School

689 W. 2nd St., San Bernardino, CA 92410

3505 East Highland Avenue, Ste C, Highland, CA 92346

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (“CCAP Agreement”) is between San Bernardino Valley College (“COLLEGE”) a college of the San Bernardino Community College District (“SBCCD”), located at 114 South Del Rosa Drive, San Bernardino, California 92408 and Lifelong Learning Administration Corporation (“LLAC”), located at 177 Holston Dr., Lancaster, CA 93535 that provides certain educational services to those California charter schools licensed to use the “Learn4Life” trademark as identified on “Exhibit A” to the CCAP Agreement (collectively the “SCHOOLS” or individually a “SCHOOL”);

WHEREAS, the COLLEGE and the LLAC agree to record COLLEGE and LLAC specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, SBCCD, the COLLEGE and LLAC agree as follows:

1. CCAP AGREEMENT

- a. COLLEGE and LLAC shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2)
- c. COLLEGE and LLAC shall review and establish new or amended CCAP Agreements annually on or before and follow the protocols set forth in (a) and (b) of this section.
- d. SBCCD, COLLEGE and LLAC point of contact: Sec. 2 (c)(2)

LOCATION	NAME	TELEPHONE	EMAIL
SBCCD	Steve Sutorus	909-382-4031	ssutorus@sbccd.cc.ca.us
COLLEGE:	Patricia Quach	909-384-8996	pquach@sbccd.cc.ca.us
SCHOOL DISTRICT	1. Vince Varachun	951-992-2629	vvarachun@learn4life.org
	2. Cherie Padilla	951-319-4167	cpadilla@innovationhigh.org

2. STUDENT SELECTION

- a. LLAC shall have the SCHOOLS certify that all participating students meet the minimum school day reporting requirements as specified in California Education Code 46114 and 41146. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b. LLAC shall have the SCHOOLS select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- c. COLLEGE and LLAC shall have the SCHOOLS certify that participating students will have a signed parental consent form on file with the COLLEGE. Preamble and Sec. 2 (c)(1)
- d. COLLEGE and LLAC shall have the SCHOOLS certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. Sec. 2 (p)(1-3)

3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOLS or the COLLEGE.

4. CCAP AGREEMENT PROGRAM YEAR 2019-20 - COLLEGE has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; term; number of sections; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR:	2019-2020
COLLEGE:	San Bernardino Valley College
EDUCATIONAL PROGRAM:	
LLAC:	Lifelong Learning Administration Corporation
HIGH SCHOOL(S):	Learn4Life charter schools listed on <u>Exhibit A</u> to CCAP Agreement

TOTAL NUMBER OF STUDENTS TO BE SERVED:						TOTAL PROJECTED FTES:		
COURSE NAME	COURSE NUMBER	TERM	NO. OF SECTIONS	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD*	LOCATION
COURSE 1	SDEV-102	2019FA	1	2:00-3:50	TR	STAFF	SBCCD	Alta Vista Innovation High School (San Bernardino)
COURSE 2	SDEV-103	2020SP	1	2:00-3:50	TR	STAFF	SBCCD	Alta Vista Innovation High School (San Bernardino)
COURSE3	ART-103	2020FA	1	2:00-3:50	TR	STAFF	SBCCD	Alta Vista Innovation High School (San Bernardino)
COURSE 4	VOCED 600-601	2021SP	1	2:00-3:50	TR	STAFF	SBCCD	Alta Vista Innovation High School (San Bernardino)

**Pursuant to 4CD Business Procedure 2.02, Instruction Service submit an ISA if the Employer of Record is the School District for the instructor teaching the course(s) listed.*

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

Evaluation of high school transcript to determine progress toward high school diploma. Recommendations from high school teachers and counselor regarding academic and socio/emotional readiness to succeed in a college environment.

6. MANDATED ANNUAL STATE REPORTING

- a. COLLEGE and LLAC shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and LLAC shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before date established by the district and shall be reported annually in compliance with all applicable state and federal privacy laws. The 4CD shall annually report the student data to the office of the Chancellor of the California Community Colleges. Sec. 2 (t) (1)(A)
- c. COLLEGE and LLAC shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. Sec. 2 (t) (1)(B)
- d. COLLEGE and LLAC shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. Sec. 2 (t)(1)(C)
- e. COLLEGE and LLAC shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. Sec. 2 (t)(1)(D)
- f. COLLEGE and LLAC shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

7. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. COLLEGE and LLAC shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

8. PRIVACY OF STUDENT RECORDS

- a. COLLEGE and LLAC understand and agree that education records of SCHOOLS' students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and LLAC agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- b. Limitation on Use. COLLEGE and LLAC shall use each SCHOOLS student education record that he or she may receive pursuant to this CCAP Agreement solely for a

purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

- c. Recordkeeping Requirements. COLLEGE and LLAC shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, each of COLLEGE and LLAC hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

9. FACILITIES USE

- a. COLLEGE and LLAC shall have SCHOOLS adhere to the terms outlined in Section 15, Facilities, of the CCAP Agreement.
- b. COLLEGE, as part of Section 15.3 of the CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

10. INSURANCE

- a. The SBCCD, in order to protect the LLAC and SCHOOLS, agents, employees and their officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of the CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the LLAC and SCHOOLS, their agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the LLAC.
- b. For the purpose of Workers' Compensation, COLLEGE and SBCCD shall be the "primary employer" for all its personnel who perform services as instructors and support staff. COLLEGE and/or SBCCD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective personnel made in connection with performing services and receiving instruction under this Agreement. COLLEGE AND SBCCD agree to hold harmless, indemnify, and defend LLAC and SCHOOLS, their directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COLLEGE and/or SBCCD personnel connected with providing

services under this Agreement. COLLEGE and SBCCD are not responsible for non-COLLEGE and/or non-SBCCD personnel who may serve as instructors or students who are not affiliated with the COLLEGE and/or SBCCD.

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2019-2020**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between the San Bernardino Community College District (SBCCD), 114 South Del Rosa Drive, San Bernardino, California 92408, on behalf of one of its colleges San Bernardino Valley College ("COLLEGE"), and Provisional Accelerated Learning Center (PAL) & Charter Academy ("SCHOOL DISTRICT").

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within SBVC; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in San Bernardino County and within the regional service area of SBCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, SBCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" as specified in Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office, SBCCD and COLLEGE;

NOW THEREFORE, SBCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall begin on July 1, 2019, will be reviewed annually, and will remain in effect until June 30, 2024. This contract may be cancelled or amended by either party unless otherwise terminated in accordance with Section 19 of this Agreement.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all

applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)

1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district (COLLEGE and SBCCD) and SCHOOL DISTRICT partners. Sec. 2 (c)(2)

1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and California Department of Education before the start of the CCAP partnership. Sec. 2 (c)(3)

2. DEFINITIONS

2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SBCCD and applicable law. Sec. 2 (a)

2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will

be determined by COLLEGE and shall be in compliance with applicable law and SBCCD standards and policies.

- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SBCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.
- 4.4 The SCHOOL DISTRICT and COLLEGE understand and agree that successful COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.

- 4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee described in the following California Education Code Sections: 49011 Pupil fees; 76060.5 Student representation fee; 76140, 76141, and 76142 Nonresident tuition and corresponding permissible “capital outlay” fee and/or “processing fee”; 76223 Transcript fees; 76300 Course enrollment fees; 76350 Apprenticeship course fees; and 79121 Child development center fees. Sec. 2 (f)(q)

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011 Pupil fees. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5 Student representation fee; 76140, 76141 and 76142 Nonresident tuition and corresponding permissible “capital outlay” fee and/or “processing fee”; 76223 Transcript fees; 76300 Course enrollment fees; 76350 Apprenticeship course fees; and 79121 Child development center fees.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Participating students must meet all COLLEGE prerequisite requirements as established by the COLLEGE and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No pass if the course is designated as such in the COLLEGE catalog.
- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. SCHOOL DISTRICTS shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.

- 5.8 A course dropped within the SBCCD drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

6. CCAP AGREEMENT COURSES

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course. Sec. 2 (o)(1)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and education program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with COLLEGE academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SBCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between SBCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the SBCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE and or SBCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with SBCCD academic standards.

- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with SBCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SBCCD guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors.
- 6.14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by SBCCD.
- 7.2 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code §121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.3 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by SBCCD.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SBCCD policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between the SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 9.3 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with SBCCD policy and COLLEGE procedures and academic standards.
- 9.4 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.
- 9.5 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 9.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)

- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

10. APPORTIONMENT

- 10.1 SBCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 10.3 The SCHOOL DISTRICT agrees and acknowledges that SBCCD will claim apportionment for the SCHOOL DISTRICT(S) students enrolled in community college course(s) under this CCAP Agreement. SCHOOL DISTRICT shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 Effective January 1, 2017, AB 2364, amended California Education Code 76140 to exempt specific nonresident students who live and attend high school in California from nonresident tuition for community college dual enrollment coursework. With the passage of AB 2364 Districts are allowed to claim apportionment for students eligible for nonresident tuition exemption.

11. CERTIFICATIONS

- 11.1 SBCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.2 The SCHOOL DISTRICT agrees and acknowledges that SBCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.3 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.4 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.5 The COLLEGE certifies that:

- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
- A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

11.6 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

12. PROGRAM IMPROVEMENT

12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. REIMBURSEMENT

14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

15. FACILITIES

- The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SBCCD or students. SCHOOL DISTRICT agree to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrant that its facilities are safe and compliant with all applicable building, fire, and safety codes.

15.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL

DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine reasonable books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understand that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

- 15.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

16. INDEMNIFICATION

- 16.1 The SCHOOL DISTRICT agree to and shall indemnify, save and hold harmless the COLLEGE and SBCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 16.2 The SBCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SBCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SBCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

17. INSURANCE

- 17.1 The SCHOOL DISTRICT, in order to protect the SBCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and SCHOOL DISTRICT, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to SBCCD.

18. NON-DISCRIMINATION

- 18.1 Neither the SCHOOL DISTRICT nor the COLLEGE and SBCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

19. TERMINATION

- 19.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 20 below.

20. NOTICES

- 20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE
San Bernardino Valley College
701 South Mount Vernon Avenue
San Bernardino, CA 92410
Attn: Patricia Quach

SBCCD
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408
Attn: Steve Sutorous

SCHOOL DISTRICT
Provisional Accelerated Learning Center (PAL) & Charter Academy
2450 Blake Street
San Bernardino, CA 92407
Attn: Domonique White

21. INTEGRATION

- 21.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22. MODIFICATION AND AMENDMENT

- 22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

23. GOVERNING LAWS

23.1 This agreement shall be interpreted according to the laws of the State of California.

24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

24.1 For locations outside the geographical boundaries of SBCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

25. SEVERABILITY

25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

26. COUNTERPARTS

26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

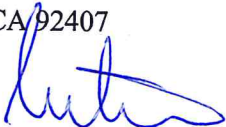
Executed on 3/28/19 (date)

By:



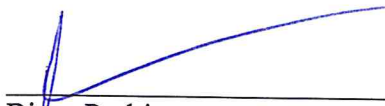
Dwaine Radden
Chief Executive Officer
Provisional Accelerated Learning Center (PAL) & Charter Academy
2450 Blake Street
San Bernardino, CA 92407

By:



Steve Sutorous
Business Manager
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408

By:



Diana Rodriguez
President
San Bernardino Valley College
701 South Mount Vernon Avenue
San Bernardino, CA 92410

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between (“COLLEGE”) a college of the San Bernardino Community College District (SBCCD), 114 South Del Rosa Drive, San Bernardino, California 92408 and Provisional Accelerated Learning Center (PAL) & Charter Academy (“SCHOOL DISTRICT”).

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, SBCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2)
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before March 1st and follow the protocols set forth in (a) and (b) of this section.
- d. SBCCD, COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2)

LOCATION	NAME	TELEPHONE	EMAIL
SBCCD	Steve Sutorus	909-382-4031	ssutorus@sbccd.cc.ca.us
COLLEGE	Patricia Quach	909-384-8996	pquach@sbccd.cc.ca.us
SCHOOL DISTRICT	1. Dwaine Radden	909-887-7002x101	dradden@palcenter.org
	2. Nicole Mitchell	909-887-7002	nmitchell@palcenter.org

	3. Maira Moreno	909-887-7002x122	mmoreno@palcenter.org
	4. Markita Cooper	909-887-7002	mcooper@palcenter.org
	5. Domonique White	909-887-7002x115	dwhite@palcenter.org
	6. Joe Estrada	909-887-7002x137	joestrada@palcenter.org
	7. Kim Hawkins	909-887-7002x107	khawkins@palcenter.org

2. STUDENT SELECTION

- a. SCHOOL DISTRICT shall certify that all participating students meet the minimum school day reporting requirements as specified in California Education Code 46114 and 41146. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. Preamble and Sec. 2 (c)(1)
- d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. Sec. 2 (p)(1-3)

3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

4. CCAP AGREEMENT PROGRAM YEAR 2019-20 - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; term; number of sections; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2019-2020
 COLLEGE: San Bernardino Valley College
 EDUCATIONAL PROGRAM:

SCHOOL DISTRICT: Provisional Accelerated Learning Center (PAL) &
Charter Academy
HIGH SCHOOL(S): PAL Charter Academy (Muscoy Campus)
2450 Blake Street
San Bernardino, CA 92407

TOTAL NUMBER OF STUDENTS TO BE SERVED: 20					TOTAL PROJECTED FTES: 8			
COURSE NAME	COURSE NUMBER	TERM	NO. OF SECTIONS	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD*	LOCATION
COURSE 1	CULART-101	2019FA	1	12:00 – 1:50	MW or TR	STAFF	SBCCD	PAL Charter Academy (Muscoy Campus)
COURSE 2	CULART-160	2020SP	1	12:00 – 1:50	MW or TR	STAFF	SBCCD	PAL Charter Academy (Muscoy Campus)
COURSE3	CULART-225	2020FA	1	12:00 – 1:50	MW or TR	STAFF	SBCCD	PAL Charter Academy (Muscoy Campus)
COURSE 4	CULART 201	2021SP	1	12:00 – 1:50	MW or TR	STAFF	SBCCD	PAL Charter Academy (Muscoy Campus)

**Pursuant to 4CD Business Procedure 2.02, Instruction Service submit an ISA if the Employer of Record is the School District for the instructor teaching the course(s) listed.*

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

Evaluation of high school transcript to determine progress toward high school diploma. Recommendations from high school teachers and counselor regarding academic and socio/emotional readiness to succeed in a college environment.

5. MANDATED ANNUAL STATE REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before date established by the district and shall be reported annually in compliance with all applicable state and federal privacy laws. The 4CD shall annually report the student data to the office of the Chancellor of the California Community Colleges. Sec. 2 (t) (1)(A)
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. Sec. 2 (t) (1)(B)
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. Sec. 2 (t)(1)(C)
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. Sec. 2 (t)(1)(D)
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

6. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

7. PRIVACY OF STUDENT RECORDS

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- b. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for

a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

- c. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

8. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
- b. COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

9. INSURANCE

- a. The SBCCD, in order to protect the SCHOOL DISTRICT, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the SCHOOL DISTRICT, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the SCHOOL DISTRICT.
- b. For the purpose of Workers' Compensation, COLLEGE and SBCCD shall be the "primary employer" for all its personnel who perform services as instructors and support staff. COLLEGE and/or SBCCD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective personnel made in connection with performing services and receiving instruction under this Agreement. COLLEGE AND SBCCD agree to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability

resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COLLEGE and/or SBCCD personnel connected with providing services under this Agreement. COLLEGE and SBCCD are not responsible for non-COLLEGE and/or non-SBCCD personnel who may serve as instructors or students who are not affiliated with the COLLEGE and/or SBCCD.

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2019-2020**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between the San Bernardino Community College District (SBCCD), 114 South Del Rosa Drive, San Bernardino, California 92408, on behalf of one of its colleges, San Bernardino Valley College ("COLLEGE"), and Rialto Unified School District ("SCHOOL DISTRICT").

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within SBVC; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in San Bernardino County and within the regional service area of SBCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, SBCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" as specified in Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office, SBCCD and COLLEGE;

NOW THEREFORE, SBCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall begin on July 1, 2019, will be reviewed annually, and will remain in effect until cancelled or amended by either party unless otherwise terminated in accordance with Section 19 of this Agreement..
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)

- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district (COLLEGE and SBCCD) and SCHOOL DISTRICT partners. Sec. 2 (c)(2)
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and California Department of Education before the start of the CCAP partnership. Sec. 2 (c)(3)

2. DEFINITIONS

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SBCCD and applicable law. Sec. 2 (a)
- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SBCCD standards and policies.

- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SBCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.
- 4.4 The SCHOOL DISTRICT and COLLEGE understand and agree that successful COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.

- 4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee described in the following California Education Code Sections: 49011 Pupil fees; 76060.5 Student representation fee; 76140, 76141, and 76142 Nonresident tuition and corresponding permissible “capital outlay” fee and/or “processing fee”; 76223 Transcript fees; 76300 Course enrollment fees; 76350 Apprenticeship course fees; and 79121 Child development center fees. Sec. 2 (f)(q)

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011 Pupil fees. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5 Student representation fee; 76140, 76141 and 76142 Nonresident tuition and corresponding permissible “capital outlay” fee and/or “processing fee”; 76223 Transcript fees; 76300 Course enrollment fees; 76350 Apprenticeship course fees; and 79121 Child development center fees.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Participating students must meet all COLLEGE prerequisite requirements as established by the COLLEGE and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No pass if the course is designated as such in the COLLEGE catalog.
- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. SCHOOL DISTRICTS shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.

- 5.8 A course dropped within the SBCCD drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

6. CCAP AGREEMENT COURSES

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course. Sec. 2 (o)(1)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and education program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with COLLEGE academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SBCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between SBCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the SBCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE and or SBCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with SBCCD academic standards.

- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with SBCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SBCCD guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors.
- 6.14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.
Sec. 2 (n)

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by SBCCD.
- 7.2 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code §121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.3 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by SBCCD.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SBCCD policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between the SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 9.3 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with SBCCD policy and COLLEGE procedures and academic standards.
- 9.4 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.
- 9.5 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 9.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)

- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

10. APPORTIONMENT

- 10.1 SBCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 10.3 The SCHOOL DISTRICT agrees and acknowledges that SBCCD will claim apportionment for the SCHOOL DISTRICT(S) students enrolled in community college course(s) under this CCAP Agreement. SCHOOL DISTRICT shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)
- 10.5 Effective January 1, 2017, AB 2364, amended California Education Code 76140 to exempt specific nonresident students who live and attend high school in California from nonresident tuition for community college dual enrollment coursework. With the passage of AB 2364 Districts are allowed to claim apportionment for students eligible for nonresident tuition exemption.

11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 SBCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that SBCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)

- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 The COLLEGE certifies that:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
 - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)
- 11.7 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

12. PROGRAM IMPROVEMENT

- 12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. REIMBURSEMENT

- 14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

15. FACILITIES

- The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SBCCD or students. SCHOOL DISTRICT agree to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrant that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 15.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine reasonable books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understand that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 15.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

16. INDEMNIFICATION

- 16.1 The SCHOOL DISTRICT agree to and shall indemnify, save and hold harmless the COLLEGE and SBCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 16.2 The SBCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SBCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SBCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

17. INSURANCE

- 17.1 The SCHOOL DISTRICT, in order to protect the SBCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or

program of self-insurance shall expressly name the COLLEGE and 4CD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to SBCCD.

- 17.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agree to hold harmless, indemnify, and defend COLLEGE and SBCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT are not responsible for non-School DISTRICT personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

18. NON-DISCRIMINATION

- 18.1 Neither the SCHOOL DISTRICT nor the COLLEGE and SBCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

19. TERMINATION

- 19.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 20 below.

20. NOTICES

- 20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE
San Bernardino Valley College
701 South Mount Vernon Avenue
San Bernardino, CA 92410
Attn: Patricia Quach

SBCCD
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408
Attn: Steve Sutorous

SCHOOL DISTRICT
Rialto Unified School District
182 East Walnut Avenue
Rialto, CA 92376
Attn: Ed D'Souza

21. INTEGRATION

- 21.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22. MODIFICATION AND AMENDMENT

- 22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

23. GOVERNING LAWS

- 23.1 This agreement shall be interpreted according to the laws of the State of California.

24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

- 24.1 For locations outside the geographical boundaries of SBCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

25. SEVERABILITY

- 25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

26. COUNTERPARTS

- 26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on March 15, 2019 (date)

By: Mohammad Z. Islam

Mohammad Z. Islam
Associate Superintendent
Rialto Unified School District
182 East Walnut Avenue
Rialto, CA 92376

By:

Steve Sutorous
Steve Sutorous
Business Manager
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408

By:

Diana Rodriguez
Diana Rodriguez
President
San Bernardino Valley College
701 South Mount Vernon Avenue
San Bernardino, CA 92410

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between (“COLLEGE”) a college of the San Bernardino Community College District (SBCCD), 114 South Del Rosa Drive, San Bernardino, California 92408 and Rialto Unified School District (“SCHOOL DISTRICT”).

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, SBCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2)
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before March 1st and follow the protocols set forth in (a) and (b) of this section.
- d. SBCCD, COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2)

LOCATION	NAME	TELEPHONE	EMAIL
SBCCD	Steve Sutorus	909-382-4031	ssutorus@sbccd.cc.ca.us
COLLEGE	Patricia Quach	909-384-8996	pquach@sbccd.cc.ca.us
SCHOOL DISTRICT	1. Edward D’Souza	909-820-7700 x2139	edsouza@rialto.k12.ca.us

	2. Juanita Chan	909-879-6010 x2963	jchan@rialto.k12.ca.us
	3. Noaveyar Lee	909-879-6002 x2420	nlee@rialto.k12.ca.us

2. STUDENT SELECTION

- a. SCHOOL DISTRICT shall certify that all participating students meet the minimum school day reporting requirements as specified in California Education Code 46114 and 41146. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. Preamble and Sec. 2 (c)(1)
- d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. Sec. 2 (p)(1-3)

3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

4. **CCAP AGREEMENT PROGRAM YEAR 2019-20** - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; term; number of sections; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2019-2020
COLLEGE: San Bernardino Valley College
EDUCATIONAL PROGRAM:
SCHOOL DISTRICT: Rialto Unified School District
HIGH SCHOOL(S): Carter HS, Eisenhower HS, Rialto HS.

TOTAL NUMBER OF STUDENTS TO BE SERVED: 40					TOTAL PROJECTED FTES: 16			
COURSE NAME	COURSE NUMBER	TERM	NO. OF SECTIONS	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD*	LOCATION
COURSE 1	WST-052	2019FA	2	3:30-5:20	MW TR	STAFF	SBCCD	Rialto HS Eisenhower HS
COURSE 2	WST-034	2020SP	2	3:30-5:20	MW TR	STAFF	SBCCD	Rialto HS Eisenhower HS
COURSE4	CD-105	2019FA	1	3:30-5:20	TR	STAFF	SBCCD	Eisenhower HS
COURSE 5	CD-126	2020SP	1	3:30-5:20	TR	STAFF	SBCCD	Eisenhower HS
COURSE 6	CD-113	2020FA	1	3:30-5:20	TR	STAFF	SBCCD	Eisenhower HS
COURSE 7	CD-114	2021SP	1	3:30-5:20	TR	STAFF	SBCCD	Eisenhower HS

**Pursuant to 4CD Business Procedure 2.02, Instruction Service submit an ISA if the Employer of Record is the School District for the instructor teaching the course(s) listed.*

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

Evaluation of high school transcript to determine progress toward high school diploma. Recommendations from high school teachers and counselor regarding academic and socio/emotional readiness to succeed in a college environment.

5. MANDATED ANNUAL STATE REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before date established by the district and shall be reported annually in compliance with all applicable state and federal privacy laws. The 4CD shall annually report the student data to the office of the Chancellor of the California Community Colleges. Sec. 2 (t) (1)(A)
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. Sec. 2 (t) (1)(B)
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. Sec. 2 (t)(1)(C)
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. Sec. 2 (t)(1)(D)
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

6. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

7. PRIVACY OF STUDENT RECORDS

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- b. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for

a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

- c. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

8. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
- b. COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

9. INSURANCE

- a. The SBCCD, in order to protect the SCHOOL DISTRICT, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the SCHOOL DISTRICT, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the SCHOOL DISTRICT.
- b. For the purpose of Workers' Compensation, COLLEGE and SBCCD shall be the "primary employer" for all its personnel who perform services as instructors and support staff. COLLEGE and/or SBCCD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective personnel made in connection with performing services and receiving instruction under this Agreement. COLLEGE AND SBCCD agree to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability

resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COLLEGE and/or SBCCD personnel connected with providing services under this Agreement. COLLEGE and SBCCD are not responsible for non-COLLEGE and/or non-SBCCD personnel who may serve as instructors or students who are not affiliated with the COLLEGE and/or SBCCD.

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2019-2020**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between the San Bernardino Community College District (SBCCD), 114 South Del Rosa Drive, San Bernardino, California 92408, on behalf of one of its colleges, San Bernardino Valley College (“COLLEGE”), and San Bernardino City Unified School District (“SCHOOL DISTRICT”).

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within SBVC; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in San Bernardino County and within the regional service area of SBCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, SBCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” as specified in Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office, SBCCD and COLLEGE;

NOW THEREFORE, SBCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall begin on July 1, 2019, will be reviewed annually, and will remain in effect until cancelled or amended by either party unless otherwise terminated in accordance with Section 19 of this Agreement..
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all

applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)

1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district (COLLEGE and SBCCD) and SCHOOL DISTRICT partners. Sec. 2 (c)(2)

1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and California Department of Education before the start of the CCAP partnership. Sec. 2 (c)(3)

2. DEFINITIONS

2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SBCCD and applicable law. Sec. 2 (a)

2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will

be determined by COLLEGE and shall be in compliance with applicable law and SBCCD standards and policies.

- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SBCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.
- 4.4 The SCHOOL DISTRICT and COLLEGE understand and agree that successful COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.

- 4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee described in the following California Education Code Sections: 49011 Pupil fees; 76060.5 Student representation fee; 76140, 76141, and 76142 Nonresident tuition and corresponding permissible “capital outlay” fee and/or “processing fee”; 76223 Transcript fees; 76300 Course enrollment fees; 76350 Apprenticeship course fees; and 79121 Child development center fees. Sec. 2 (f)(q)

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011 Pupil fees. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5 Student representation fee; 76140, 76141 and 76142 Nonresident tuition and corresponding permissible “capital outlay” fee and/or “processing fee”; 76223 Transcript fees; 76300 Course enrollment fees; 76350 Apprenticeship course fees; and 79121 Child development center fees.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Participating students must meet all COLLEGE prerequisite requirements as established by the COLLEGE and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.
- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. SCHOOL DISTRICTS shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.

- 5.8 A course dropped within the SBCCD drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

6. CCAP AGREEMENT COURSES

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course. Sec. 2 (o)(1)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and education program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with COLLEGE academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SBCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between SBCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the SBCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE and or SBCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with SBCCD academic standards.

- 6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with SBCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SBCCD guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors.
- 6.14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.
Sec. 2 (n)

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by SBCCD.
- 7.2 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code §121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.3 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by SBCCD.

8. ASSESSMENT OF LEARNING AND CONDUCT

- 8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

- 8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SBCCD policies and standards. Sec. 2 (c)(2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between the SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 9.3 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with SBCCD policy and COLLEGE procedures and academic standards.
- 9.4 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.
- 9.5 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 9.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)

- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

10. APPORTIONMENT

- 10.1 SBCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 10.3 The SCHOOL DISTRICT agrees and acknowledges that SBCCD will claim apportionment for the SCHOOL DISTRICT(S) students enrolled in community college course(s) under this CCAP Agreement. SCHOOL DISTRICT shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)
- 10.5 Effective January 1, 2017, AB 2364, amended California Education Code 76140 to exempt specific nonresident students who live and attend high school in California from nonresident tuition for community college dual enrollment coursework. With the passage of AB 2364 Districts are allowed to claim apportionment for students eligible for nonresident tuition exemption.

11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 SBCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that SBCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)

- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 The COLLEGE certifies that:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
 - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)
- 11.7 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

12. PROGRAM IMPROVEMENT

- 12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

- 13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.
- 13.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. REIMBURSEMENT

- 14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

15. FACILITIES

- The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to SBCCD or students. SCHOOL DISTRICT agree to clean, maintain, and safeguard

SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrant that its facilities are safe and compliant with all applicable building, fire, and safety codes.

- 15.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine reasonable books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understand that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 15.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

16. INDEMNIFICATION

- 16.1 The SCHOOL DISTRICT agree to and shall indemnify, save and hold harmless the COLLEGE and SBCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 16.2 The SBCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SBCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SBCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

17. INSURANCE

- 17.1 The SCHOOL DISTRICT, in order to protect the SBCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and 4CD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to SBCCD.

- 17.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agree to hold harmless, indemnify, and defend COLLEGE and SBCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT are not responsible for non-School DISTRICT personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

18. NON-DISCRIMINATION

- 18.1 Neither the SCHOOL DISTRICT nor the COLLEGE and SBCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

19. TERMINATION

- 19.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 20 below.

20. NOTICES

- 20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE
San Bernardino Valley College
701 South Mount Vernon Avenue
San Bernardino, CA 92410
Attn: Patricia Quach

SBCCD
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408
Attn: Steve Sutorous

SCHOOL DISTRICT
San Bernardino City Unified School District
777 North F Street
San Bernardino, CA 92410
Attn: Tex Acosta
Attn: Pamela Kempthorne

21. INTEGRATION

- 21.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22. MODIFICATION AND AMENDMENT

- 22.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

23. GOVERNING LAWS

- 23.1 This agreement shall be interpreted according to the laws of the State of California.

24. COMMUNITY COLLEGE DISTRICT BOUNDARIES

- 24.1 For locations outside the geographical boundaries of SBCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.


25. SEVERABILITY

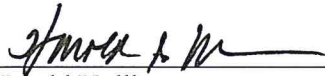
- 25.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

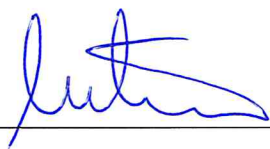
26. COUNTERPARTS


- 26.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on 4/4/19 (date)

By: 
Dale Marsden
Superintendent
San Bernardino City Unified School District
4030 Georgia Blvd.
San Bernardino, Ca. 92407

By: 
Harold Vollkommer
Deputy Superintendent
San Bernardino City Unified School District
4030 Georgia Blvd.
San Bernardino, Ca. 92407

By: 
Steve Sutorous
Business Manager
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, CA 92408

By: 
Diana Rodriguez
President
San Bernardino Valley College
701 South Mount Vernon Avenue
San Bernardino, CA 92410

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between (“COLLEGE”) a college of the San Bernardino Community College District (SBCCD), 114 South Del Rosa Drive, San Bernardino, California 92408 and San Bernardino City Unified School District (“SCHOOL DISTRICT”).

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, SBCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2)
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before March 1 and follow the protocols set forth in (a) and (b) of this section.
- d. SBCCD, COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2)

LOCATION	NAME	TELEPHONE	EMAIL
SBCCD	Steve Sutorus	909-382-4031	ssutorus@sbccd.cc.ca.us
COLLEGE	Patricia Quach	909-384-8996	pquach@sbccd.cc.ca.us
SCHOOL DISTRICT	1. Tex Acosta	909-473-2077	tex.acosta@sbcusd.k12.ca.us

	2. Pamela Kempthorne	909-473-2084	pam.kempthorne@sbcusd.k12.ca.us
	3. Sudha Venkatesan	909-	sudha.venkatesan@sbcusd.k12.ca.us

2. STUDENT SELECTION

- a. SCHOOL DISTRICT shall certify that all participating students meet the minimum school day reporting requirements as specified in California Education Code 46114 and 41146. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. Preamble and Sec. 2 (c)(1)
- d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. Sec. 2 (p)(1-3)

3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

4. CCAP AGREEMENT PROGRAM YEAR 2019-20 - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; term; number of sections; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2019-2020
 COLLEGE: San Bernardino Valley College
 EDUCATIONAL PROGRAM:
 SCHOOL DISTRICT: San Bernardino City Unified School District
 HIGH SCHOOL(S): Arroyo Valley HS, Cajon HS, Indian Springs HS, Pacific HS, San Bernardino HS, San Geronio HS, San Andreas HS, Sierra, HS, and Middle College HS.

TOTAL NUMBER OF STUDENTS TO BE SERVED: 840	TOTAL PROJECTED FTES: 156
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COURSE NAME	COURSE NUMBER	TERM	NO. OF SECTIONS	TIME	DAYS	INSTRUCTOR	EMPLOYER OF RECORD*	LOCATION
COURSE 1	ACAD 001	2019 FA 2021 SP	1 1	3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR	STAFF	SBCCD	San Geronio HS Pacific HS
COURSE 2	ART 103	2020 SP 2021 SP	1 1	3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR	STAFF	SBCCD	Indian Springs HS Arroyo Valley HS
COURSE 3	BIOL 104	2019 FA	1	3:00 – 4:50	MW or TR	STAFF	SBCCD	Arroyo Valley HS
COURSE 4	CD 105	2020 FA	1	3:00 – 4:50	MW or TR	STAFF	SBCCD	Arroyo Valley HS
COURSE 5	CD 108	2020 SP 2021 SP	1 1	3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR	STAFF	SBCCD	San Bernardino HS Cajon HS
COURSE 6	ECON 201	2019 FA 2020 FA	1 1	3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR	STAFF	SBCCD	San Bernardino HS Cajon HS
COURSE 7	ASTRON 120	2020 SP 2021 SP	1 1	3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR	STAFF	SBCCD	Pacific HS San Geronio HS
COURSE 8	MUS 100	2019 FA 2021 SP	1 1	3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR	STAFF	SBCCD	Cajon HS San Bernardino HS
COURSE 9	OCEAN 101	2019 FA 2020 SP 2020 FA	1 1 1	3:00 – 4:50 3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR MW or TR	STAFF	SBCCD	Indian Springs HS Cajon HS San Bernardino HS
COURSE 10	POLIT 100	2020 SP 2020 FA	1 1	3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR	STAFF	SBCCD	Indian Springs HS Arroyo Valley HS

**Pursuant to 4CD Business Procedure 2.02, Instruction Service submit an ISA if the Employer of Record is the School District for the instructor teaching the course(s) listed.*

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1)):

Evaluation of high school transcript to determine progress toward high school diploma. Recommendations from high school teachers and counselor regarding academic and socio/emotional readiness to succeed in a college environment.

TOTAL NUMBER OF STUDENTS TO BE SERVED: 840				TOTAL PROJECTED FTES: 156				
COURSE NAME	COURSE NUMBER	TERM	NO. OF SECTIONS	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD*	LOCATION
COURSE 11	SPAN 101	2020 SP 2020 FA 2021 SP	1 1 1	3:00 – 4:50 3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR MW or TR	STAFF	SBCCD	San Gorgonio HS Pacific HS Indian Springs HS
COURSE 12	THART 100	2019 FA 2020 FA	1 1	3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR	STAFF	SBCCD	Pacific HS San Gorgonio HS
COURSE 13	VOCED 600	2020 SP 2020 SM 2021 SP 2021 SM	9 9 9 9	3:00 – 4:50 3:00 – 4:50 3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR MW or TR MW or TR	STAFF	SBCCD	Arroyo Valley HS Cajon HS Indian Springs HS Pacific HS San Bernardino HS San Gorgonio HS Middle College HS San Andreas HS Sierra HS
COURSE 14	VOCED 601	2020 SP 2020 SM 2021 SP 2021 SM	9 9 9 9	3:00 – 4:50 3:00 – 4:50 3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR MW or TR MW or TR	STAFF	SBCCD	Arroyo Valley HS Cajon HS Indian Springs HS Pacific HS San Bernardino HS San Gorgonio HS Middle College HS San Andreas HS Sierra HS

**Pursuant to 4CD Business Procedure 2.02, Instruction Service submit an ISA if the Employer of Record is the School District for the instructor teaching the course(s) listed.*

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

Evaluation of high school transcript to determine progress toward high school diploma. Recommendations from high school teachers and counselor regarding academic and socio/emotional readiness to succeed in a college environment.

TOTAL NUMBER OF STUDENTS TO BE SERVED: 840

TOTAL PROJECTED FTES: 156

COURSE NAME	COURSE NUMBER	TERM	NO. OF SECTIONS	TIME	DAYS/ HOURS	INSTRUCTOR	EMPLOYER OF RECORD*	LOCATION
COURSE 15	VOCED 602	2020 SP 2020 SM 2021 SP 2021 SM	9 9 9 9	3:00 – 4:50 3:00 – 4:50 3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR MW or TR MW or TR	STAFF	SBCCD	Arroyo Valley HS Cajon HS Indian Springs HS Pacific HS San Bernardino HS San Geronio HS Middle College HS San Andreas HS Sierra HS
COURSE 16	VOCED 603	2020 SP 2020 SM 2021 SP 2021 SM	9 9 9 9	3:00 – 4:50 3:00 – 4:50 3:00 – 4:50 3:00 – 4:50	MW or TR MW or TR MW or TR MW or TR	STAFF	SBCCD	Arroyo Valley HS Cajon HS Indian Springs HS Pacific HS San Bernardino HS San Geronio HS Middle College HS San Andreas HS Sierra HS
COURSE 17	WKEXP-099	2019 FA 2020 SP 2020 FA 2021 SP	4 4 4 4	Arranged	120 hours	STAFF	SBCCD	San Bernardino Valley College

**Pursuant to 4CD Business Procedure 2.02, Instruction Service submit an ISA if the Employer of Record is the School District for the instructor teaching the course(s) listed.*

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1)).

Evaluation of high school transcript to determine progress toward high school diploma. Recommendations from high school teachers and counselor regarding academic and socio/emotional readiness to succeed in a college environment.

5. MANDATED ANNUAL STATE REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before date established by the district and shall be reported annually in compliance with all applicable state and federal privacy laws. The 4CD shall annually report the student data to the office of the Chancellor of the California Community Colleges. Sec. 2 (t) (1)(A)
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. Sec. 2 (t) (1)(B)
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. Sec. 2 (t)(1)(C)
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. Sec. 2 (t)(1)(D)
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

6. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

7. PRIVACY OF STUDENT RECORDS

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- b. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for

a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

- c. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

8. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
- b. COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

9. INSURANCE

- a. The SBCCD, in order to protect the SCHOOL DISTRICT, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the SCHOOL DISTRICT, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the SCHOOL DISTRICT.
- b. For the purpose of Workers' Compensation, COLLEGE and SBCCD shall be the "primary employer" for all its personnel who perform services as instructors and support staff. COLLEGE and/or SBCCD shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective personnel made in connection with performing services and receiving instruction under this Agreement. COLLEGE AND SBCCD agree to hold harmless, indemnify, and defend SCHOOL DISTRICT, its directors, officers, agents, and employees from any liability

resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COLLEGE and/or SBCCD personnel connected with providing services under this Agreement. COLLEGE and SBCCD are not responsible for non-COLLEGE and/or non-SBCCD personnel who may serve as instructors or students who are not affiliated with the COLLEGE and/or SBCCD.

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2019-2020**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between the San Bernardino Community College District (SBCCD) 114 South Del Rosa Drive San Bernardino California 92408 on behalf of one of its colleges San Bernardino Valley College (COLLEGE) and Public Safety Academy (SCHOOL DISTRICT)

WHEREAS the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within SBVC and

WHEREAS students who complete college credit while enrolled in high school are more likely to earn high school diplomas to enroll in community colleges and four year colleges to attend post secondary education on a full time basis and to complete degrees in those institutions than students without these experiences and

WHEREAS SCHOOL DISTRICT is a public school district serving grades 9 12 located in San Bernardino County and within the regional service area of SBCCD unless otherwise specified and agreed to as specified in Sec 2 (e) and

WHEREAS SBCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities consistent with the provisions of AB 288 for high school students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates and assisting high school pupils to achieve college and career readiness as specified in Sec 2 (a) and underachieving students those from groups underrepresented in postsecondary education those who are seeking advanced studies while in high school and those seeking a career technical education credential or certificate Sec 1 (d)

WHEREAS instruction will comply with the student selection standards curriculum guidelines recommendations and procedures promulgated by applicable law the California Community College Chancellor's Office SBCCD and COLLEGE

NOW THEREFORE SBCCD the COLLEGE and SCHOOL DISTRICT agree as follows

1 TERM OF AGREEMENT

1.1 The term of this CCAP Agreement shall begin on July 1 2019 will be reviewed annually and will remain in effect until June 30 2024 This contract may be cancelled or amended by either party unless otherwise terminated in accordance with Section 19 of this Agreement

1.2 This CCAP Agreement outlines the terms of the Agreement The CCAP Agreement Appendix shall specify additional detail regarding but not be limited to the total number of high school students to be served and the total number of full time equivalent students projected to be claimed by the community college district for those students the scope nature time location and listing of community college courses to be offered and criteria to assess the ability of pupils to benefit from those courses The CCAP Agreement

Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws joint facilities use and parental consent for high school pupils to enroll in community college courses Sec 2 (c)(1)

1 3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district (COLLEGE and SBCCD) and SCHOOL DISTRICT partners Sec 2 (c)(2)

1 4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and California Department of Education before the start of the CCAP partnership Sec 2 (c)(3)

2 DEFINITIONS

2 1 CCAP Agreement Courses Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate or preparation for transfer or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SBCCD and applicable law Sec 2 (a)

2 2 Consistent with AB 288 this CCAP Agreement may include underachieving students those from groups underrepresented in postsecondary education those who are seeking advanced studies while in high school and those seeking a career technical education credential or certificate Sec 1 (d)

2 3 Pupil or Student A resident or nonresident student attending high school in California Pursuant to SB 150 Concurrent enrollment in secondary school and community college nonresident tuition exemption Effective January 1 2014 concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school Students must be special admit part time students who are attending high school in California

3 STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3 1 Student Eligibility Students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates and assisting high school pupils to achieve college and career readiness Sec 2 (a) and underachieving students those from groups underrepresented in postsecondary education those who are seeking advanced studies while in high school and those seeking a career technical education credential or certificate Sec 1 (d)

3 2 Student Selection and Enrollment Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites Student selection criteria may be further specified in the CCAP Agreement Appendix Applicable prerequisite courses training or experience and

standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SBCCD standards and policies

- 3 3 College Admission and Registration Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SBCCD policy
- 3 4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix
-
- 3 5 Priority Enrollment A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001 Sec 2 (3)(g)
- 3 6 As part of a CCAP Agreement a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer improving high school graduation rates or helping high school students achieve career and college readiness Sec 2 (d)
- 3 7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288 Sec 2 (p)(1)(2)(3) Specifically the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential
- 3 8 Minimum School Day The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142

4 COLLEGE APPLICATION PROCEDURE

- 4 1 The COLLEGE will be responsible for processing student applications
- 4 2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements including liability and medical care coverage requirements if any
- 4 3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE

- 4 4 The SCHOOL DISTRICT and COLLEGE understand and agree that successful COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process
- 4 5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee described in the following California Education Code Sections 49011 Pupil fees 76060 5 Student representation fee 76140 76141 and 76142 Nonresident tuition and corresponding permissible capital outlay fee and/or processing fee 76223 Transcript fees 76300 Course enrollment fees 76350 Apprenticeship course fees and 79121 Child development center fees Sec 2 (f)(q)

5 PARTICIPATING STUDENTS

- 5 1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011 Pupil fees See also Sec 2 (f)(q) The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part time students described in subdivision (p) from the fee requirements in Sections 76060 5 Student representation fee 76140 76141 and 76142 Nonresident tuition and corresponding permissible capital outlay fee and/or processing fee 76223 Transcript fees 76300 Course enrollment fees 76350 Apprenticeship course fees and 79121 Child development center fees
- 5 2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement Costs will be borne by SCHOOL DISTRICT
- 5 3 Participating students must meet all COLLEGE prerequisite requirements as established by the COLLEGE and stated in the college catalog before enrolling in a course offered as part of this CCAP Agreement
- 5 4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog
- 5 5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures
- 5 6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT COLLEGE shall ensure that student support services including counseling and guidance assistance with assessment and placement and tutoring are available to participating students at the COLLEGE SCHOOL DISTRICTS shall ensure that support services including counseling and guidance and assistance with assessment and placement are available to students at the SCHOOL DISTRICT
- 5 7 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit Students must comply with and submit appropriate

information/paperwork by all published deadlines Transcripts will be annotated according to COLLEGE policy

- 5 8 A course dropped within the SBCCD drop without a W deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript

6 CCAP AGREEMENT COURSES

- 6 1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement Sec 2 (o)(1)
-
- 6 2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course Sec 2 (o)(1)
- 6 3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and education program is offered on site at the SCHOOL DISTRICT or at the COLLEGE
- 6 4 The scope nature time location and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement Sec 2 (c)(1)
- 6 5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved
- 6 6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with COLLEGE academic standards
- 6 7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations course descriptions numbers titles and credits
- 6 8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department
- 6 9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations policies procedures prerequisites and standards applicable to SBCCD and COLLEGE as well as any corresponding policies practices and requirements of the SCHOOL DISTRICT In the event of a conflict between SBCCD and/or COLLEGE course related regulations policies procedures prerequisites and standards and SCHOOL DISTRICT policies practices and requirements the SBCCD regulations policies procedures prerequisites and standards shall prevail
- 6 10 and Site visits and instructor evaluations by one or more representatives of the COLLEGE or SBCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses

offered on the COLLEGE campus and in compliance with SBCCD academic standards

- 6 11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with SBCCD and COLLEGE guidelines policies pertinent statutes and regulations
- 6 12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SBCCD guidelines policies pertinent statutes and regulations
- 6 13 COLLEGE has the sole right to control and direct the instructional activities of all instructors
- 6 14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math English or both on an interim assessment in grade 10 or 11 as determined by the partnering SCHOOL DISTRICT and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college level work upon graduation Sec 2 (n)

7 INSTRUCTOR(S)

- 7 1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations Sections 53410 and 58060 or as amended and be hired by SBCCD
- 7 2 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code §121525 or as amended In addition to any other prohibition or provision no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site
- 7 3 The COLLEGE shall determine the number of instructors the ratio of instructors to students and the subject areas of instruction subject to approval by SBCCD

8 ASSESSMENT OF LEARNING AND CONDUCT

- 8 1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus
- 8 2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus

- 8 3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 8 4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

9 LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9 1 The COLLEGE shall appoint an educational administrator to be specified in the Appendix to this CCAP Agreement who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SBCCD policies and standards. Sec. 2 (c)(2)
- 9 2 The SCHOOL DISTRICT shall appoint an educational administrator to be specified in the Appendix to this CCAP Agreement who will serve as point of contact to facilitate coordination and cooperation between the SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 9 3 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities, and compliance with SBCCD policy and COLLEGE procedures and academic standards.
- 9 4 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment, and college applications, the enrollment of eligible students, and other related services as deemed necessary.
- 9 5 The SCHOOL DISTRICT's personnel will perform services specified in 9 4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE specifically with regard to their duties pertaining to the COLLEGE courses.
- 9 6 This CCAP Agreement requires an annual report as specified in the Appendix to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information. Sec. 2 (t)(1)(A-D)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)

- The total number and percentage of successful course completions by course category and type and by school site of CCAP partnership participants Sec 2 (t)(C)
- The total number of full time equivalent students generated by CCAP partnership community college district participants Sec 2 (t)(1)(D)

10 APPORTIONMENT

- 10 1 SBCCD shall include the students enrolled in a CCAP Agreement course in its report of full time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law
- 10 2 For purposes of allowances and apportionments from Section B of the State School Fund a community college district conducting a closed course on a high school campus shall be credited with those units of full time equivalent students attributable to the attendance of eligible high school pupils Sec 2 (o)(2)
- 10 3 The SCHOOL DISTRICT agrees and acknowledges that SBCCD will claim apportionment for the SCHOOL DISTRICT(S) students enrolled in community college course(s) under this CCAP Agreement SCHOOL DISTRICT shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been or shall be paid an allowance or apportionment Sec 2 (r)
- 10 4 The attendance of a high school pupil at a community college as a special part time or full time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002 provided that no school district has received reimbursement for the same instructional activity Sec 2 (s)
- 10 5 Effective January 1 2017 AB 2364 amended California Education Code 76140 to exempt specific nonresident students who live and attend high school in California from nonresident tuition for community college dual enrollment coursework With the passage of AB 2364 Districts are allowed to claim apportionment for students eligible for nonresident tuition exemption

11 CERTIFICATIONS

- 11 1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources
- 11 2 SBCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources

- 11 3 The SCHOOL DISTRICT agrees and acknowledges that SBCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement
- 11 4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended or any controlled substance offense as defined in Ed Code § 87011 or as amended Sec 2 (h)
- 11 5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of existing high school teacher teaching the same course on that high school campus Sec 2 (i)
- 11 6 The COLLEGE certifies that
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE Sec 2 (k)(1)
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement Sec 2 (k)(2)
 - The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4 and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE Sec 2 (k)(3)
- 11 7 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the faculty member teaching a CCAP Agreement course offered for high school credit Sec 2 (l)

12 PROGRAM IMPROVEMENT

- 12 1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils instructors principals and guidance counselors for the purpose of informing practice making adjustments and improving the quality of courses offered as part of this CCAP Agreement

13 RECORDS

- 13 1 Permanent records of student attendance grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement Permanent records of student enrollment grades and achievement for COLLEGE students shall be maintained by COLLEGE
- 13 2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes

14 REIMBURSEMENT

- 14.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement

15 FACILITIES

- The SCHOOL DISTRICT will provide adequate classroom space at its facilities or other mutually agreed upon location to conduct the instruction and do so without charge to SBCCD or students. SCHOOL DISTRICT agree to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrant that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 15.2 The SCHOOL DISTRICT will furnish at its own expense all course materials, specialized equipment, books, and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine reasonable books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understand that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 15.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

16 INDEMNIFICATION

- 16.1 The SCHOOL DISTRICT agree to and shall indemnify, save and hold harmless the COLLEGE and SBCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents, and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents, and other representatives.
- 16.2 The SBCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents, and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments arising out of SBCCD and COLLEGE's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SBCCD and COLLEGE, its officers, employees, independent contractors, subcontractors, agents, and other representatives.

17 INSURANCE

- 17.1 The SCHOOL DISTRICT, in order to protect the SBCCD, its agents, employees, and officers against claims and liability for death, injury, loss, and damage arising out of or in

any manner connected with the performance and operation of the terms of this agreement shall secure and maintain in force during the entire term of this agreement insurance coverage of an approved program of self insurance in the amount of not less than ONE MILLION DOLLARS (\$1 000 000) per incident and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100 000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California or public entity risk management Joint Powers Authority authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance insurance coverage through a public entity risk management JPA or program of self insurance shall expressly name the COLLEGE and 4CD its agents employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to SBCCD.

17.2 For the purpose of Workers Compensation SCHOOL DISTRICT shall be the 'primary employer' for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing investigating defending and paying all workers compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agree to hold harmless indemnify and defend COLLEGE and SBCCD its directors officers agents and employees from any liability resulting from its failure to process investigate defend or pay any workers compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT are not responsible for non School DISTRICT personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

18 NON-DISCRIMINATION

18.1 Neither the SCHOOL DISTRICT nor the COLLEGE and SBCCD shall discriminate on the basis of race or ethnicity gender nationality physical or mental disability sexual orientation religion or any other protected class under California State or federal law.

19 TERMINATION

19.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the person listed in Section 20 below.

20 NOTICES

20.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U S Mail postage to be prepaid to the following addresses:

COLLEGE
San Bernardino Valley College
701 South Mount Vernon Avenue
San Bernardino CA 92410

Attn Patricia Quach

SBCCD
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino CA 92408
Attn Steve Sutorus

SCHOOL DISTRICT
1 Public Safety Academy
1482 E Enterprise Drive
San Bernardino CA 92408
Attn Jennifer Stickel

21 INTEGRATION

21 1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement All agreements or representations express or implied oral or written of the Parties with regard to the subject matter hereof are incorporated into this Agreement

22 MODIFICATION AND AMENDMENT

22 1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties

23 GOVERNING LAWS

23 1 This agreement shall be interpreted according to the laws of the State of California

24 COMMUNITY COLLEGE DISTRICT BOUNDARIES

24 1 For locations outside the geographical boundaries of SBCCD COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations Sections 53000 et seq or as amended concerning approval by adjoining high school or community college districts and use of non district facilities

25 SEVERABILITY

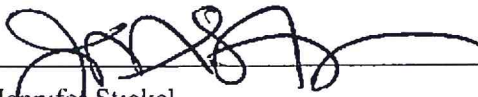
25 1 This CCAP Agreement shall be considered severable such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law and all other provisions or parts shall remain in full force and effect

26 COUNTERPARTS

26 1 Thus CCAP Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original but all such counterparts shall together constitute one and the same instrument

Executed on 4/12/19 (date)

By



Jennifer Stickel
Principal
Public Safety Academy
1482 E Enterprise Dr
San Bernardino CA 92408

By



Steve Sutorus
Business Manager
San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino CA 92408

By



Diana Rodriguez
President
San Bernardino Valley College
701 South Mount Vernon Avenue
San Bernardino CA 92410

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between (COLLEGE) a college of the San Bernardino Community College District (SBCCD) 114 South Del Rosa Drive San Bernardino California 92408 and Public Safety Academy (SCHOOL DISTRICT)

WHEREAS the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include but not limited to the total number of high school students to be served and the total number of full time equivalent students projected to be claimed by the community college district for those students the scope nature time location and listing of community college courses to be offered and criteria to assess the ability of pupils to benefit from those courses and Sec 2 (c)(1)

WHEREAS the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws joint facilities use and parental consent for high school pupils to enroll in community college courses and Sec 2 (c)(1)

WHEREAS participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010 4 and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college
Sec 2 (k)(3)

NOW THEREFORE SBCCD the COLLEGE and SCHOOL DISTRICT agree as follows

I CCAP AGREEMENT

- a COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement Sec 2 (b)
- b COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership Sec 2 (c)(2)
- c COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before _____ and follow the protocols set forth in (a) and (b) of this section
- d SBCCD COLLEGE and SCHOOL DISTRICT point of contact Sec 2 (c)(2)

LOCATION	NAME	TELEPHONE	EMAIL
SBCCD	Steve Sutorus	909 382 4031	ssutorus@sbccd cc ca us
COLLEGE	Patricia Quach	909 384 8996	pquach@sbccd cc ca us
SCHOOL DISTRICT	Jennifer Stickel	909 382 2211	jstickel@psasb us

2 STUDENT SELECTION

- a SCHOOL DISTRICT shall certify that all participating students meet the minimum school day reporting requirements as specified in California Education Code 46114 and 41146. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include high school students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates and assisting high school pupils to achieve college and career readiness. Sec 2 (a) and underachieving students those from groups underrepresented in postsecondary education those who are seeking advanced studies while in high school and those seeking a career technical education credential or certificate. Sec 1 (d)
- c COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. Preamble and Sec 2 (c)(1)
- d COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15 unit load per term the units may not constitute more than four courses per term the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. Sec 2 (p)(1-3)

3 CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

- 4 **CCAP AGREEMENT PROGRAM YEAR 2019-20** college has identified the following program year educational program(s) and course(s) to be offered at the said date, time and location, term, number of sections, the total number of students to be served and projected FTES, and the instructor and employer of record.

PROGRAM YEAR	2019-2020
COLLEGE	San Bernardino Valley College
EDUCATIONAL PROGRAM	
SCHOOL DISTRICT	Public Safety Academy
HIGH SCHOOL(S)	

TOTAL NUMBER OF STUDENTS TO BE SERVED 20	TOTAL PROJECTED FTES 12
--	-------------------------

COURSE NAME	COURSE NUMBER	TERM	NO OF SECTIONS	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD*	LOCATION
COURSE 1	Admn Justice 101	FALL 2019	1	3 30 – 4 50	TR	STAFF	SBCCD	Public Safety Acad
COURSE 2	Admn Justice 102	SPRING 2020	1	3 30 – 4 50	TR	STAFF	SBCCD	Public Safety Acad
COURSE 3	Spanish 101	FALL 2019	1	3 30 – 4 50	TR	STAFF	SBCCD	Public Safety Acad
COURSE 4	Spanish 102	SPRING 2020	1	3 30 – 4 50	TR	STAFF	SBCCD	Public Safety Acad

*Pay submit to JCD Business Procedure 2 02 Instruction Service submit an ISA if the Employer of Record is the School District for the instructor teaching the course(s) listed

Required Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec 2 (c)(1))

Evaluation of high school transcript to determine progress toward high school diploma. Recommendations from high school teachers and counselor regarding academic and socio/emotional readiness to succeed in a college environment.

5 MANDATED ANNUAL STATE REPORTING

- a COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full time equivalent students generated by CCAP partnership community college district participants
- b COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before date established by the district and shall be reported annually in compliance with all applicable state and federal privacy laws The 4CD shall annually report the student data to the office of the Chancellor of the California Community Colleges Sec 2 (i) (1)(A)
- c COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement Sec 2 (i) (1)(B)
- d COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions by course category and type and by school site Sec 2 (i)(1)(C)
- e COLLEGE and SCHOOL DISTRICT shall report the annual total number of full time equivalent students generated by this CCAP Agreement Sec 2 (i)(1)(D)
- f COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term

6 CCAP AGREEMENT DATA MATCH AND REPORTING

- a COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data
- b COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges

7 PRIVACY OF STUDENT RECORDS

- a COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U S C § 1232g 34 C F R Part 99 including the disclosure provisions of § 99 30 and state law as set forth in Education Code §§ 49064 and 49076) COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence and further agrees not to re disclose such records except as authorized by applicable law or regulation or by the parent or guardian s prior written consent (34 C F R § 99 33 (a) (b) 34 C F R § 99 34(b) and Education Code §§ 49064 and 49076)
- b Limitation on Use COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for

a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law as may be as applicable (34 C F R § 99.31 34 C F R § 99.34 and Education Code § 49076)

- c Recordkeeping Requirements COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34 Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable
- d Acknowledgement of Receipt of Notice of FERPA Regulations By signature of its authorized representative or agent on this Agreement COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C F R § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent

8 FACILITIES USE

- a COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15 Facilities of this CCAP Agreement
- b COLLEGE as part of Section 15.3 of this CCAP Agreement shall extend access and use of the following COLLEGE facilities

9 INSURANCE

- a The SBCCD in order to protect the SCHOOL DISTRICT its agents employees and officers against claims and liability for death injury loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement shall secure and maintain in force during the entire term of this agreement insurance coverage or an approved program of self insurance in the amount of not less than ONE MILLION DOLLARS (\$1 000 000) per incident and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100 000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California or public entity risk management Joint Powers Authority authorized to provide public liability and property damage insurance in the state of California Said policy of insurance insurance coverage through a public entity risk management JPA or program of self insurance shall expressly name the SCHOOL DISTRICT its agents employees and officers as an additional insured for the purposes of this Agreement A certificate of insurance including such endorsement shall be furnished to the SCHOOL DISTRICT
- b For the purpose of Workers Compensation COLLEGE and SBCCD shall be the 'primary employer' for all its personnel who perform services as instructors and support staff COLLEGE and/or SBCCD shall be solely responsible for processing investigating defending and paying all workers compensation claims by their respective personnel made in connection with performing services and receiving instruction under this Agreement COLLEGE AND SBCCD agree to hold harmless indemnify and defend SCHOOL DISTRICT its directors officers agents and employees from any liability

resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by COLLEGE and/or SBCCD personnel connected with providing services under this Agreement. COLLEGE and SBCCD are not responsible for non COLLEGE and/or non SBCCD personnel who may serve as instructors or students who are not affiliated with the COLLEGE and/or SBCCD.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Steven J. Sutorus, Business Manager
DATE: May 16, 2019
SUBJECT: Contracts Below \$92,600

RECOMMENDATION

This item is being presented for information only. No further action is necessary.

OVERVIEW

In accordance with SBCCD Board Policy 6100, Delegation of Authority, The Board of Trustees delegates authority to the Chancellor to supervise the general business procedures of the District to assure the proper administration of property and contracts.

In line with Public Contract Code Section 17605 and Section 22034(c), the Board of Trustees delegates purchasing and contracting authority to the named agents on the authorized signature list. These designated District Officers have authority to approve purchase requests; award, sign, and execute contracts; and authorize payment under the formal bid limits set by Public Contract Code. Such purchase and/or contract requests shall not require Board approval, but shall be sent to the Board as an information item every 60 days

ANALYSIS

The California Board of Governors sets the formal bid limit for procurement of goods and or services on an annual basis. The formal bid limit for the current calendar year has been set at \$92,600. Construction services are not included in this board item

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The attached have been budgeted for via purchase requisition.

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
18149	A & A Copy Machines, Inc. DBA Pioneer Copy Machines, Co	Maintenance Agreement	ATPC/SBCCD	\$30,000.00		
18076	ABM Business Machines, Inc.	Maintenance Agreement	ATPC/SBCCD	\$10,000.00		
18085	Ace Weed Abatement, Inc	Services - Weed Control	KVCR/KVCR	\$2,500.00		
18051	Achievers	Production of Logo Items	Student Life/SBVC	\$499.78		
17958	Adobe Creative Cloud	Software/Online Services	FNX/KVCR	\$839.88		
18132	Allison, Nancy	Braille Transcribing FY19/20	ATPC/SBCCD	\$70,000.00		
18096	American Public Media (APM)	Broadcasting Rights	KVCR/KVCR	\$46,622.00		
18072	American United Life Insurance Company	Services - Employee Benefit	Human Resources/SBCCD	No Cost to SBCCD		
18115	Anderson, Jeffrey	Braille Transcribing FY19/20	ATPC/SBCCD	\$20,000.00		
18134	Anderson, Sharon	Braille Transcribing FY19/20	ATPC/SBCCD	\$50,000.00		
18127	Argueta, Maricela Covarrubias	Braille Transcribing FY19/20	ATPC/SBCCD	\$70,000.00		
18004	Arias, Ronald	Speaker	Instruction/CHC	\$100.00		
17995	Arrowhead Group dba Basic Backflow	Repairs	Facilities Planning/SBCCD	\$3,264.00		
18015	Art with Impact	Performer	Health Center/CHC	\$4,000.00		

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
18092	Association of Classroom Teacher Testers (ACTT)	Software/Online Services	Counseling/SBVC	\$495.00		
17955	Awesome Blinds & Shutters, Inc.	Installation Services	Maintenance/SBVC	\$3,325.20		
18111	Bach to Braille, Inc.	Braille Transcribing FY19/20	ATPC/SBCCD	\$40,000.00		
18129	Barker, James Brian	Braille Transcribing FY19/20	ATPC/SBCCD	\$40,000.00		
18163	Barnett, Chelsea	Braille Transcribing FY18/19	ATPC/SBCCD	\$5,000.00		
18164	Barnett, Chelsea	Braille Transcribing FY19/20	ATPC/SBCCD	\$40,000.00		
18126	Beckley, Sally	Braille Transcribing FY19/20	ATPC/SBCCD	\$40,000.00		
18050	Boman Forklift	Purchase Agreement	Print Shop/SBCCD	\$3,716.30		
18026	Boy Scouts of America California Inland Empire Council	Advertising	Marketing/SBCCD	\$100.00		
18151	Boyd & Associates	Services - Fire Alarm Monitoring	ATPC/SBCCD	\$5,000.00		
17992	Bracy, Florence	Speaker	First Year/SBVC	\$500.00		
18061	Burgess Moving & Storage	Services - Moving	Maintenance/SBVC	\$1,880.00		
17971	Burgess Moving & Storage	Services - Moving	Facilities Planning/SBCCD	\$17,974.34		
18044	Burlington Coat Factory Warehouse Corporation	Income - Contract Ed	EDCT/SBCCD		\$25,000.00	

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
17980	Caglayan, Saim	Speaker	Art/SBVC	\$1,600.00		
17989	California Bus Service	Bus Rental	Student Services/SBVC	\$1,547.98		
17968	California Department of Rehabilitation	Income - Grant	Calworks/SBVC		\$428,286.00	
17982	California Food Truck, Inc.	Installation Services	Technical Training/SBVC	\$1,969.75		
17962	California State University - San Bernardino	Income - Facilities Use	Administrative Services/SBVC		No Charge	
17963	California Virtual Academies	Income - Facilities Use	Administrative Services/SBVC		\$392.81	
17952	Cal-L Enterprises	Repairs	Chemistry/SBVC	\$2,000.00		
18130	Cantrell, Kathleen	Braille Transcribing FY19/20	ATPC/SBCCD	\$40,000.00		
18012	CBRE, Inc.	Services - Leasing Agent	Facilities Planning/SBCCD	No Cost to SBCCD		
18158	CDW Government Inc.	Software/Online Services	Campus Tech/SBVC	\$17,637.26		
18066	CDW Government Inc.	Software/Online Services	TESS/SBCCD	\$565.56		
18081	Center for Youth and Community Development	Off-Campus Work Study	Research & Planning/SBVC	No Cost to SBCCD		
18016	Chugach Education Services - Inland Empire Job Corps	Work Study Program	Calworks/SBVC	No Cost to SBCCD		
17970	Clarus Corporation	Advertising	Marketing/SBVC	\$1,270.00		

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
18152	Clay Counseling Solutions, Inc.	Sponsorship	Marketing/SBCCD	\$1,000.00		
17994	ClosetMaid, LLC	Income - General	EDCT/SBCCD		\$25,000.00	
18010	Club Center Events Enterprise	Rental	EOP&S/SBVC	\$3,800.00		
18037	Clubessentials dba PrestoSports	Services - Web Design	Athletics/SBVC	\$1,500.00		
18070	CODESP - Employee Selection	Joint Power/Piggyback Purchase	Human Resources/SBCCD	\$3,000.00		
17988	College Source Inc.	Software/Online Services	Counseling/SBVC	\$10,208.00		
18038	Colton Redlands Yucaipa ROP	Income - Contract Ed	EDCT/SBCCD		\$4,500.00	
17987	Computerized Embroidery Company, The	Production of Logo Items	Counseling/SBVC	\$3,262.68		
17986	Corner Lot Inc	Independent Contractor	EDCT/SBCCD	\$3,000.00		
15526	Counseling Team International, The	Professional Services	Human Resources/SBCCD	\$20,000.00		Time Extension
18047	Crafton Hills College Foundation	Sponsorship	KVCR/KVCR	\$200.00		
18057	Crown Promotions Group	Novelty Item with Logo	Student Services/SBVC	\$6,373.41		
18058	Crown Promotions Group	Novelty Item with Logo	Student Services/SBVC	\$8,582.92		
18034	Crown Promotions Group	Novelty Item with Logo	Counseling/SBVC	\$12,410.06		

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
17996	Crown Promotions Group	Production of Logo Items	Student Services/SBVC	\$7,188.64		
18155	Cynosure New Media, Inc.	Services - Update Program	Student Services/CHC	\$18,100.00		
18003	Delgado, Juan	Speaker	Instruction/CHC	\$100.00		
17978	Digital Networks Group, Inc.	Services - Installation	Campus Tech/SBVC	\$25,572.96		
18071	Direct Connect Charter Bus, Inc.	Bus Rental	Student Equity/SBVC	\$2,793.00		
18093	EDU Business Solutions	Software/Online Services	Marketing/SBCCD	\$4,995.00		
18055	Elison, Mina	Speaker	Instruction/CHC	\$500.00		
18049	Endeavor Production Group	Production Agreements	KVCR/KVCR	\$20,000.00		
18087	Follett Higher Education Group, Inc	Rental	Student Life/CHC	\$4,500.00		
18046	Four (4) Imprint	Novelty Item with Logo	Academic Success/SBVC	\$4,035.24		
17997	Four (4) Imprint	Novelty Item with Logo	Academic Success/SBVC	\$665.32		
17957	Four (4) Imprint	Novelty Item with Logo	KVCR/KVCR	\$819.32		
18086	Fusion Aquatics	Income - Facilities Use	Pool/CHC		\$2,000.00	
17956	G/M Business Interiors	Services - Installation	CTE/CHC	\$3,017.38		

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
18150	Garcia, Juan dba AJC Building Maintenance	Services - Janitorial	ATPC/SBCCD	\$15,000.00		
17974	Garland/BDS Inc.	Maintenance Agreement	Maintenance/SBVC	\$86,000.00		
18118	Gilchrist, Carmen	Braille Transcribing FY19/20	ATPC/SBCCD	\$30,000.00		
18060	Gobor, Andrea dba Four Feathers Productions	Program Acquisition	FNX/KVCR	\$1,800.00		
18117	Gottschalk, Dennis	Braille Transcribing FY19/20	ATPC/SBCCD	\$40,000.00		
18006	Grossmont-Cuyamaca CCD Auxiliary Organization	Services - Programing	Financial Aid/SBVC	\$30,000.00		
17999	H & L Charter Co, Inc.	Bus Rental	Athletics/SBVC	\$1,458.00		
18119	Hadland, Alexander	Braille Transcribing FY19/20	ATPC/SBCCD	\$30,000.00		
17910	Hanigan Company, The	Production of Logo Items	Admissions & Records/CHC	\$787.35		
18030	Hegeman, Edward	Performer	Art & Lecture/SBVC	\$1,000.00		
18120	Higa, Dominick	Braille Transcribing FY19/20	ATPC/SBCCD	\$30,000.00		
18001	Hinrichs & Associates dba Studio Hinrichs	Consultants	Marketing/SBCCD	\$7,500.00		
18053	Huang, Robert	Services - Programing	TESS/SBCCD	\$1,400.00		
18031	Hudson, Donald J	Professional Services	Counseling/CHC	\$18,900.00		

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
18113	Huerta, Matthew	Braille Transcribing FY19/20	APTC/SBCCD	\$50,000.00		
18013	Huron Consulting Group, Inc.	Consultants	Fiscal Services/SBCCD	\$18,000.00		
18020	IBM - International Business Machines Corporation	Software/Online Services	TESS/SBCCD	\$2,606.69		
17954	ICS Service Co.	Services - Inspection	Maintenance/SBVC	\$15,876.00		
18041	IDM Computer Solutions	Software/Online Services	TESS/SBCCD	\$399.60		
18019	IE Kids Directory	Advertising	EDCT Foundation/SBCCD	\$760.00		
17960	Inland Empire Magazine	Advertising	Marketing/SBCCD	\$9,000.00		
18027	Inland Empire Stages LTD	Bus Rental	Geography/SBVC	\$2,565.00		
17983	Innovative Signs and Designs	Novelty Item with Logo	Science/SBVC	\$1,477.63		
18065	Instructure, Inc.	Software/Online Services	Computing Services/CHC	\$48,922.93		
17972	Ipswitch, Inc.	Software/Online Services	TESS/SBCCD	\$2,650.00		
18112	Janson, Patrick	Braille Transcribing FY19/20	ATPC/SBCCD	\$40,000.00		
18005	Jump N Jump Rentals & Sales, LLC	Rental	Fire Technology/CHC	\$300.00		
18036	Just Play Sports Solutions LLC	Software/Online Services	Athletics/SBVC	\$1,299.00		

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
17959	Kelly, Thomas	Performer	Chancellor/SBCCD	\$350.00	No Charge	
18156	Ken Mills Agency, LLC	Broadcasting Rights	KVCR/KVCR	\$2,500.00		
18063	Kona Ice of Redlands	Income - Facilities Use	Administrative Services/SBVC			
18110	Kryzwicki, Jewel	Braille Transcribing FY19/20	APTC/SBCCD	\$40,000.00		
17951	Kurzweil Education Systems	Software/Online Services	TESS/SBCCD	\$3,000.00		
17965	Laboratory Microscope Specialist - LMS	Repairs	Biology/SBVC	\$939.00		
18069	Lapel Pins Plus	Novelty Item with Logo	Marketing/SBCCD	\$723.60		
18035	Letterhead Factory Inc.	Novelty Item with Logo	Student Life/SBVC	\$2,989.35		
18023	Letterhead Factory Inc.	Production of Logo Items	Student Life/SBVC	\$7,103.25		
18161	Lester, Ethan	Braille Transcribing FY19/20	ATPC/SBCCD	\$40,000.00		
18162	Lester, Ethan	Braille Transcribing FY18/19	ATPC/SBCCD	\$5,000.00		
18106	Lillie, Angelina	Braille Transcribing FY19/20	ATPC/SBCCD	\$40,000.00		
18017	Lindsey Law	CalWorks Off-Campus Work Study	Calworks/SBVC	\$4,576.00		
14025	Loma Linda University MC	Clinicals	Allied Health/SBVC/CHC	No Cost to SBCCD		To Add Pharm Tech Program

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
18145	Lots 4 You, Inc.	Braille Transcribing FY19/20	ATPC/SBCCD	\$25,000.00		
17979	Magic Jump Rentals	Rental	Student Life/SBVC	\$351.00		
18144	Martinez, Samuel	Braille Transcribing FY19/20	ATPC/SBCCD	\$30,000.00		
18011	Martinez, Saul dba El Guero Comida Estilo Michoacan	Catering	EOP&S/SBVC	\$12,500.00		
18080	Maxient	Software/Online Services	Human Resources/SBCCD	\$26,500.00		
17950	Meetup, Inc.	Software/Online Services	EDCT Foundation/SBCCD	\$89.94		
18146	Melgoza, Jorge	Braille Transcribing FY19/20	ATPC/SBCCD	\$30,000.00		
18008	Mellin, Linda Marie dba American Printing & Promotions	Production of Logo Items	Student Services/SBVC	\$4,586.58		
18043	Michelle Latimer Productions Inc.	Broadcasting Rights	FNX/KVCR	\$5,000.00		
18018	Myers Information Systems	Software/Online Services	KVCR/KVCR	\$17,700.00		
17990	Neil Enterprises	Novelty Item with Logo	Student Services/SBVC	\$9,767.67		
18052	New Seed Landscape Service, Inc.	Repairs	Grounds/SBVC	\$10,000.00		
18159	Nguyen, Melissa	Braille Transcribing FY18/19	ATPC/SBCCD	\$5,000.00		
18160	Nguyen, Melissa	Braille Transcribing FY19/20	ATPC/SBCCD	\$40,000.00		

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
18108	Nichols, Ronald	Braille Transcribing FY19/20	ATPC/SBCCD	\$30,000.00		
18165	OCLC	Software/Online Services	TESS/SBCCD	\$40,258.56		
18090	OmniUpdate Inc	Software/Online Services	TESS/SBCCD	\$3,000.00		
18073	OnceHub	Software/Online Services	TESS/SBCCD	\$260.00		
18039	OptimalResume, Inc.	Software/Online Services	Technical Training/SBVC	\$33,500.00		
18136	Option House, Inc.	CalWorks Off-Campus Work Study	Calworks/SBVC	\$2,300.00		
18137	Option House, Inc.	CalWorks Off-Campus Work Study	Calworks/SBVC	\$2,300.00		
13392	Ostby, Katrina	Braille Transcribing FY18/19	ATPC/SBCCD	\$80,000.00		
18107	Ostby, Katrina	Braille Transcribing FY19/20	ATPC/SBCCD	\$70,000.00		
18097	P & P Uniforms	Production of Logo Items	Police Science/SBVC	\$103.42		
17976	Pacific Heritage, Inc.	Services - Installation	Facilities Planning/SBCCD	\$5,416.22		
17984	Party Plus Rental	Rental	Development Relations/SBVC	\$11,997.97		
18148	Patriot Air Systems, Inc.	Maintenance Agreement	ATPC/SBCCD	\$12,000.00		
17993	Patton State Hospital	Clinicals	Psychiatric Technology/SBVC	No Cost to SBCCD		

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
18109	Pavo-Zehr, Melissa	Braille Transcribing FY19/20	ATPC/SBCCD	\$30,000.00	No Charge	
18033	Paws-to-Share	Income - Facilities Use	Health Services/SBVC			
18059	PBS - Public Broadcasting Service	Rental	FNX/KVCR	\$4,000.00		
18022	Pennington Designs	Novelty Item with Logo	Student Life/SBVC	\$997.99		
18002	Peters, Pamela J.	Program Acquisition	FNX/KVCR	\$974.00		
18029	PistolStar, Inc.	Software/Online Services	TESS/SBCCD	\$20,000.00		
18157	Positive Promotions	Novelty Item with Logo	Calworks/SBVC	\$1,184.50		
18054	Print & Finishing Solutions	Installation Services	TESS/SBCCD	\$14,023.66		
18153	Promoting Matters	Production of Logo Items	Marketing/SBCCD	\$2,157.30		
18040	Public Safety Academy	Educational Site Agreements	Academic Success/SBVC	No Cost to SBCCD		
18078	Quantum Group, The	Novelty Item with Logo	Financial Aid/SBVC	\$3,331.39		
18089	Quantum Group, The	Novelty Item with Logo	Financial Aid/SBVC	\$1,966.75		
18114	Quilalang, Roger	Braille Transcribing FY19/20	ATPC/SBCCD	\$60,000.00		
18045	R Dependable Const Inc.	Repairs	Maintenance/SBVC	\$7,380.00		

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
18009	R Dependable Const Inc.	Repairs	Maintenance/SBVC	\$2,000.00	No Charge	\$4,774.52
17953	R Dependable Const Inc.	Services - Inspection	Maintenance/SBVC	\$1,160.00		
18098	Raincross Inc.	Production of Logo Items	FNX/KVCR	\$2,500.00		
17203	Regents University of California Los Angeles	Rental	EDCT Foundation/SBCCD	\$13,384.56		
18064	Richeeze	Income - Facilities Use	Administrative Services/SBVC			
17991	Robert McNeel & Associates	Software/Online Services	Technology Services/SBVC	\$975.00		
18082	Robert Yeghoian CO Inc.	Services - Resurfacing	Maintenance/SBVC	\$24,586.00		
18083	Robert Yeghoian CO Inc.	Services - Resurfacing	Maintenance/SBVC	\$33,322.00		
18084	Robert Yeghoian CO Inc.	Services - Resurfacing	Maintenance/SBVC	\$20,668.00		
18088	San Bernardino City USD	Income - Facilities Use	Administrative Services/SBVC		\$816.41	
17547	San Diego Continuing Education Foundation	General	EDCT/SBCCD	\$20,000.00		
18000	Sanchez, Alan R.	Income - Facilities Use	Administrative Services/SBVC		\$420.00	
17975	SBVC Foundation	Advertising	Marketing/SBCCD	\$300.00		
17966	Schools First Federal Credit Union	Services - Employee Benefit	Business Services/SBCCD	No Cost to SBCCD		

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
17964	Schools First Federal Credit Union	Services - Employee Benefit	Business Services/SBCCD	No Cost to SBCCD		
18025	Sheets, John	Speaker	Art & Lecture/SBVC	\$1,000.00		
18140	Sherwood, Rebecca dba Rain City Braille LLC	Braille Transcribing FY19/20	ATPC/SBCCD	\$40,000.00		
18139	Shred-It	Services - Shredding	EOPS/SBVC	\$1,000.00		
17901	Sign Shop, The	Installation Services	Maintenance/SBVC	\$2,523.31		
18094	Signs & Lucite Products	Installation Services	Facilities Planning/SBCCD	\$5,657.88		
18095	Snap Surveys NH INC.	Software/Online Services	TESS/SBCCD	\$5,000.00		
18007	Sonocent, LLC	Software/Online Services	DSP&S/SBVC	\$7,812.00		
17969	Southern California Gas Company	Instructional Agreement	Technical Training/SBVC	No Cost to SBCCD		
18075	Spicers Paper, Inc.	Purchase Agreement	TESS/SBCCD	\$48,590.92		
17973	Sportball	CalWorks Off-Campus Work Study	Calworks/SBVC	\$8,160.00		
18124	Stogsdill, Aura Lee	Braille Transcribing FY19/20	ATPC/SBCCD	\$20,000.00		
17998	Sun Badge Company	Production of Logo Items	District Police/SBCCD	\$500.00		
18077	Superior Service Corp	Repairs	Technical Training/SBVC	\$1,000.00		

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
18123	Taesch, Richard	Braille Transcribing FY19/20	ATPC/SBCCD	\$30,000.00		
18147	Taylor, Mark	Braille Transcribing FY19/20	ATPC/SBCCD	\$40,000.00		
18079	Technical Associated Services	Repairs	Technical Training/SBVC	\$2,570.00		
18021	TechSmith	Software/Online Services	TESS/SBCCD	\$1,498.00		
17985	Tennessee, University of	Software/Online Services	Transfer Center/SBVC	\$150.00		
17967	Thermo Electron North America LLC	Repairs	Biology/SBVC	\$762.33		
18024	Timeless Plaques & Awards	Production of Logo Items	First Year/SBVC	\$1,578.73		
18138	Ting, Deborah C.	Braille Transcribing FY19/20	ATPC/SBCCD	\$20,000.00		
18028	Trophy House	Novelty Item with Logo	President/SBVC	\$572.00		
17207	Universal Hospital Service	General	Respiratory Care/CHC	\$3,500.00		
17065	Universal Professional Personnel Services	Professional Services	Human Resources/SBCCD	\$60,000.00		
18014	Valdez Educational Services	CalWorks Off-Campus Work Study	Calworks/SBVC	\$7,500.00		
18125	Velo, Alicia	Braille Transcribing FY19/20	ATPC/SBCCD	\$75,000.00		
18135	Von See, Sharon	Braille Transcribing FY19/20	ATPC/SBCCD	\$25,000.00		

San Bernardino Community College District

Contracts & Agreements

Board Date 05-16-2019

Control Number	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
18141	Walker, Jacquelyn	Braille Transcribing FY19/20	ATPC/SBCCD	\$50,000.00		
18116	Walker, Kathleen	Braille Transcribing FY19/20	ATPC/SBCCD	\$75,000.00		
18122	Walton, Lindy	Braille Transcribing FY19/20	ATPC/SBCCD	\$30,000.00		
18032	Weaving Cultures Media	Performer	FNX/KVCR	\$2,000.00		
18121	Wilhelm, Tamera	Braille Transcribing FY19/20	ATPC/SBCCD	\$75,000.00		
18048	Wirz & Company	Production of Logo Items	KVCR/KVCR	\$2,145.06		
18142	Wolfe, Natasha	Braille Transcribing FY19/20	ATPC/SBCCD	\$60,000.00		
18056	Xgraphix LLC	Production of Logo Items	Fire Technology/CHC	\$630.20		
18067	Yes We Can Newspaper	Advertising	Marketing/SBCCD	\$5,760.00		
18154	Yucaipa & Calimesa News Mirror	Advertising	Marketing/CHC	\$1,495.00		
17981	Yucaipa Swim Team	Income - Facilities Use	Pool/CHC		\$4,000.00	
15687	Yoodle LLC	Services - Web Design	TESS/SBCCD	\$84,000.00		
18091	Zoho Corporation	Software/Online Services	TESS/SBCCD	\$2,515.00		

Total Number of Contracts 209

Totals

\$2,943,377.32

\$490,415.22

\$4,774.52

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Dr. Kevin Horan, President, CHC
Diana Rodriguez, President, SBVC
Kristina Hannon, Executive Director, Human Resources

DATE: May 16, 2019

SUBJECT: District Volunteers

RECOMMENDATION

This item is for information only.

OVERVIEW

Assignments performed by volunteers will not take away responsibilities or duties of regular academic or classified employees.

ANALYSIS

The individuals on the attached list have volunteered their services and acknowledge that they will not receive payment of any kind for services performed.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.



District Volunteers

Presented for Information on May 16, 2019

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	Site	Assignment	From	To
Allen, Denise	CHC	Social, Information and Natural Sciences	6/1/19	6/30/19
Castillo-Perkic, Crystal	SBVC	Criminal Justice	5/17/19	6/30/19
Flores, Rosa	SBVC	Student Equity	5/17/19	6/30/19
Gustafson, Keith	SBVC	Athletics	5/17/19	6/30/19
Hassler, Amy	SBVC	Art	5/17/19	6/30/19
Kasouha, Samar	SBVC	Writing Center	5/17/19	6/30/19
Lopez, Brenda	SBVC	Student Equity	5/17/19	6/30/19
Nowak, Barbara	SBVC	Criminal Justice	5/17/19	6/30/19
Patel, Mehul	SBVC	Criminal Justice	5/17/19	6/30/19
Spletzer, Amelia	SBVC	Criminal Justice	5/17/19	6/30/19
Vargas, Bradon	SBVC	Maintenance and Operations	5/17/19	6/30/19
Zhao, Lily	SBVC	Criminal Justice	5/17/19	6/30/19
Salazar, Susana	District	EDCT	5/17/19	6/30/19

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Lawrence P. Strong, Director of Fiscal Services
DATE: May 16, 2019
SUBJECT: General Fund Cash Flow Analysis

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

The District's budget is a financial plan based on estimated revenues and expenditures for the fiscal year, which runs from July 1 through June 30. Cash refers to what is actually in the District's treasury on a day-to-day and month-to-month basis. Monitoring the amount of cash available to meet the District's financial obligations is the core responsibility of the Fiscal Services Department. Attached is the restricted and unrestricted General Fund monthly cash flow analysis for the District.

ANALYSIS

The General Fund cash balance as of June 30, 2019 is estimated to be \$30,161,134.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

This is an information item only. There are no financial implications.



General Fund Cash Flow Analysis – Restricted & Unrestricted Fiscal Year 2018-19

(as of April 30, 2019, rounded to the nearest \$1,000)

											PROJECTED			
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	ACCRUALS	TOTAL
Estimated Beginning Cash Balance	35,917	37,386	34,882	36,454	33,008	30,690	42,498	37,998	44,539	46,406	40,198	41,246		
Receipts														
Federal		-1		130	-22	192	1	294	103	61	-228	2,170		2,699
State	6,908	6,209	11,863	6,458	7,180	9,408	7,111	15,141	9,961	283	12,898	12,230		105,649
State Deferrals														
Local	1,664	889	1,600	2,448	3,633	16,118	1,766	5,741	583	4,966	2,906	484		42,796
Temporary Borrowings														
Inc Transfer & Sale of Assets				1				5,000	7,261	1,837	25	4,536		18,661
Accounts Receivable/Accruals	711	275	645	2,419	169	-439	4	787	403	152	-1,041	59		4,143
Total Receipts	9,284	7,371	14,108	11,456	10,959	25,279	8,881	26,964	18,311	7,297	14,560	19,478		173,948
Disbursements														
Academic Salaries	-2	2,021	3,941	4,320	4,274	4,401	4,309	4,047	4,345	4,458	4,404	7,679		48,197
Classified Salaries	2,203	2,483	3,737	2,788	2,784	2,964	2,732	2,501	2,656	2,721	3,077	4,800		35,446
Benefits	1,050	1,771	2,366	2,191	2,200	2,218	2,194	2,306	2,210	2,232	2,429	4,138		27,305
Supplies & Materials	-3	11	81	152	111	149	108	157	169	150	308	2,298		3,691
Other Operating Exp	4	277	1,536	1,098	1,091	1,603	2,071	1,035	1,022	2,589	3,099	14,850		30,275
Capital Outlay	-1	4	134	223	398	218	395	34	375	1,064	451	3,861		7,156
Other Outgo			264		2,260	1,849	1,644	-182	786	295	123	4,689		11,728
Longterm Post-Employment Benefits	-6	-1	-2	-17	-9	21	-2	-9	5	-9	-2	-4		-33
Accounts Payable/Accruals	4,570	3,309	479	4,146	168	48	-69	10,534	4,874	6	-379	-11,747		15,940
Total Disbursements	7,814	9,876	12,536	14,902	13,277	13,471	13,382	20,423	16,443	13,506	13,511	30,563		179,704
Increase / (Decrease) in Cash Balance	1,469	-2,504	1,572	-3,446	-2,318	11,808	-4,500	6,541	1,868	-6,209	1,049	-11,085		
Estimated Ending Cash Balance	37,386	34,882	36,454	33,008	30,690	42,498	37,998	44,539	46,406	40,198	41,246	30,161		

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Jeremiah Gilbert, Executive Director, Research & Planning

DATE: May 16, 2019

SUBJECT: Key Performance Indicator (KPI) Dashboard Updates

RECOMMENDATION

This item is for information only. No action is required.

OVERVIEW

The attached data sheets provide updates to the KPIs that have been revised with 2017-18 data.

ANALYSIS

All KPIs have now been updated with 2017-18 data and the full dashboard has been revised and also updated online.

INSTITUTIONAL VALUES

I. Institutional Effectiveness

FINANCIAL IMPLICATIONS

None.



Office of Research, Planning & Institutional Effectiveness Key Performance Indicator (KPI) Dashboard

- = **Net increase** since 2016 - 2017 academic year (i.e., annual progress report)
● = **No net change** since 2016 - 2017 academic year (i.e., annual progress report)
● = **Net decrease** since 2016 - 2017 academic year (i.e., annual progress report)

Key Performance Indicators		2016 - 2017 Total	2017 - 2018 Total	Net Change Since 2016 - 2017	
GOAL 1	Student Success: Increase student success while preserving access, enhancing quality, and reducing attainment gaps associated with income, race, ethnicity, age, and gender.				
1.1	Percent of Students with a Student Ed Plan (SEP)	69.63%	76.49%	+6.89%	●
1.2	Fall to Spring Retention (i.e., Persistence)	73.25%	71.04%	-2.21%	●
1.3	Number of Degrees and Certificates awarded each year	2839	2797	-42	●
1.4	Number of Students Graduating within 3 years	1864	1914	+50	●
1.5	Number of Transfers to 4-year colleges each year	1298	1425	+127	●
1.6	Course Success Rate (i.e., grade of A, B, C, or P)	71.06%	70.06%	-1.00%	●
GOAL 2	Enrollment and Access: Increase our student population to improve the higher education participation rate and supply a well-equipped, educated workforce for our communities.				
2.1	Number of Full-Time Equivalent Students (FTES)	15,123.38	15,992.83	+869.45	●
2.2	Number of sections fully online (i.e., excluding hybrid sections)	897	990	+93	●
2.3	Number of unduplicated students receiving a California Promise Grant (formerly a BOG waiver)	16,264	16,565	+301	●
2.4	Number of unduplicated students receiving a Pell Grant	6467	6039	-428	●
2.5	Licensure/Certification Pass Rates	94.38%	89.24%	-5.11%	●
2.6	Participation Rate in Service Area	62.48%	62.78%	+0.30%	●
GOAL 3	Partnerships of Strategic Importance: Invest in strategic relationships and collaborative relationships in higher education, PK-12 education, business and workforce development, government, and other community organizations.				
3.1	Higher Education Relationships	NA	16	Baseline	●
3.2	PK - 12 Relationships	NA	31	Baseline	●
3.3	Business/Workforce Development Relationships	NA	77	Baseline	●
3.4	Government and Community Relationships	NA	73	Baseline	●
3.5	Relationships in the Developmental Stage	NA	33	Baseline	●
GOAL 4	District Operational Systems: Improve the district systems to increase administrative and operational efficiency and effectiveness with an emphasis on student records, human resources, facilities, technology, financial systems, and other workflow operational systems.				
4.1	Reserves at 12 - 15% level set by Board	20%	20%	--	●
4.2	50% law	51.12%	51.19%	+0.07%	●
4.3	Faculty Obligation Number (FON) Met	237.9	246.4	+8.5	●



Office of Research, Planning & Institutional Effectiveness Key Performance Indicator (KPI) Dashboard

Methodology

Key Performance Indicator	Definition and Methodology
1.1 - Percent of Students with a Student Ed Plan (SEP)	Percent of students with a SEP is defined as the total number of students that have (1) met with a counselor to plan their courses for any number of semesters and (2) declared a major divided by the total number of students enrolled (i.e., received a Grade on Record for that year).
1.2 - Fall to Spring Retention (Persistence)	The fall to spring retention is defined as the number of students who earned a Grade on Record (GOR) in the initial fall semester divided by the number of students who earned a GOR in subsequent spring semester. Excludes students who earned a degree or certificate and/or transferred.
1.3 - Number of degrees and certificates awarded each year	The total number of degrees and certificates earned for the academic year starting from summer, fall to spring.
1.4 - Number of students graduating within 3 years	The total number of students who complete their degree in 3 years or less. Note, some students are counted more than once because they completed multiple degrees.
1.5 - Number of transfers to 4-year colleges each year	The number of students who transfer to a four-year institution (measured annually from summer to spring). Includes UC, CSU, in-state private, and out-of-state.
1.6 - Course Success Rate (i.e., grade of A, B, C, P)	Course success rate is defined as the percent of students earning a grade of A, B, C, or P divided by the number of grades on record (A, B, C, D, F, P, NP, I, or W) each academic year (summer, fall, and spring).
2.1 - Number of Full-Time Equivalent Students (FTES)	FTES stands for Full-Time Equivalent Student and is the equivalent of one student taking courses totaling 15 units each semester for two semesters.
2.2 - Number of sections that are fully online (i.e., excluding hybrid sections)	Number of sections that are fully online is defined as the total number of sections that are offered fully online, excluding hybrid sections.
2.3 - Number of unduplicated students receiving a California Promise Grant (formerly a BOG waiver)	The number of unduplicated students who received a California Promise Grant per academic year.



Office of Research, Planning & Institutional Effectiveness Key Performance Indicator (KPI) Dashboard

Key Performance Indicator	Definition and Methodology
2.4 - Number of unduplicated students receiving a Pell Grant	The number of unduplicated students receiving a Pell Grant is measured on an annual basis. This measurement reflects a count of the number of enrolled students that received a Pell Grant in the academic year.
2.5 - Licensure/Certification Pass Rates	Licensure/Certification Pass Rate is the total number of examinees that received a passing score divided by the total number of examinees that took a licensure or certification examination. Note, this data is collected and distributed by the ACCJC.
2.6 - Participation Rate in Service Area	Participation rate in service area is the percent of matriculating SBCCD students that are residents of cities in our service area. By "resident" we mean the student graduated from a high school in our service area. It is measured by taking the total number of SBCCD matriculating students that are residents of our service area divided by the total number of community college students from our service area.
3.1 - Higher Education Relationships	This KPI reflects the amount of involvement SBCCD has with other Higher Education institutions. It is a count of the number of relationships we have with regional institutions of Higher Education. A Higher Education Relationship is defined as having an MOU on file.
3.2 - PK-12 Relationships	This KPI reflects the amount of involvement SBCCD has with the community. It is a count of the number of relationships we have with local PK-12 schools. A PK-12 Relationship is defined as having an MOU on file.
3.3 - Business/Workforce Development Relationships	This KPI reflects the amount of involvement SBCCD has with the community. It is a count of the number of relationships we have with local and regional Business and Workforce entities. A Business/ Workforce Development Relationship is defined as having an MOU on file.



Office of Research, Planning & Institutional Effectiveness Key Performance Indicator (KPI) Dashboard

Key Performance Indicator	Definition and Methodology
3.4 - Government and Community Relationships	This KPI reflects the amount of involvement SBCCD has with the community. It is a count of the number of relationships we have with Government and community entities. A Government and Community Relationship is defined as having a MOU on file.
3.5 - Relationships in the Developmental Stage	This KPI is designed to capture progress towards ultimately establishing an MOU with a partner (i.e., scheduled meetings, previous relationships, phone calls, joint venues, etc.). A relationship is counted as developmental if any of the above activities have occurred.
4.1 - Reserves at 12-15% level set by Board	The amount of reserves in the general fund compared to the standard set by the Board. While a number will be presented, it should be thought of as either meeting or not meeting the standard put forth by the Board.
4.2 - 50% Law Met	The 50% Law measures the rate of general fund expenditures that go toward salaries of classroom instructors. The state has set the number at 50%. While a number will be presented, it should be thought of as either meeting or not meeting the law.
4.3 - Faculty Obligation Number (FON) Met	Title-V (section 51025) requires districts to increase the number of full-time faculty over the previous year in proportion to the amount of growth in funded credit FTES. This will be measured annually in the Fall (numbers are submitted to the Board of Governors in November). A number will be provided but should be interpreted as either meeting or not meeting the obligation.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: May 16, 2019
SUBJECT: MOUs between SBCCD and the California School Employees Association and its SBCCD Chapter 291 (CSEA)

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

The District and the CSEA met and entered into the attached Memorandums of Understanding, also known as MOUs.

ANALYSIS

The attached MOUs constitute the full and complete Agreement between the District and the CSEA.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications associated with this information item.

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

April 24, 2019

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

Bilingual and Bi-Literate Stipend Article 7.3.2.1 and Article 7.3.3

The Parties agree that effective April 1, 2019, that all unit members listed shall be compensated at the rate of \$50.00 per month for their **Bilingual services**.

- **Maritza Portillo**
- **Manuel Rosales**
- **Israel Mendez**

The Parties agree that effective April 1, 2019, that all unit members listed shall be compensated at the rate of \$50.00 per month for their **Bi-Literate services**.

- **Maritza Portillo**

All Members previously receiving these stipends will continue to receive the approved stipends

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District



Kristina Hannon, SBCCD
Executive Director, Human Resources

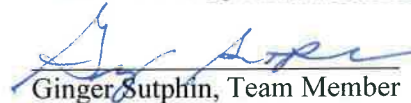
For CSEA



Kevin Palkki, President CSEA #291



Fermin Ramirez, Team Member



Ginger Sutphin, Team Member



Stacy Garcia, Team Member



David Stevenson, Team Member



Myesha Kennedy, CSEA LRR

BILINGUAL AND BI-LITERATE LIST AS OF APRIL 2019

J.R. KP (42)
 JS MR PS

#	Bilingual list		
	Name	Department	Site
1	Alvarez, Jose Luis	Grounds	SBVC
2	Beck, Rosa Maria	Social Science/CDC	SBVC
3	Bojorquez, Ana	DSP&S	SBVC
4	Campos, Norma	Student Services	SBVC
5	Davila, Maria	Bookstore	CHC
6	Delgado, Rocio	Financial Aid	SBVC
7	Elizalde, Noemi	Fiscal Services	DIST
8	Fonseca, Katherine	EOPS/Student Services	SBVC
9	Frausto, Jeanette	Financial Aid	SBVC
10	Garcia, Raquel	Social Science/CDC	SBVC
11	Gonzalez, Maria C	Transfer/Career Services	SBVC
12	Green, Nancy A	Payroll	DIST
13	Guererro, Gina	KVCR	DIST
14	Huerta, Cindy	Student Services	SBVC
15	Jaco, Herberth	Senior Students Services Technician	CHC
16	Lehman, Veronica	Financial Aid	CHC
17	Lopez, Elizabeth	Instruction	CHC
18	Martinez, Anabel	CBO	SBVC
19	Mendez, Israel *	College Police	District
20	Molina, Liliana	Business Office	SBVC
21	Moncada, Rosita	Tess	District
22	Moreno, Juana	CDC	SBVC
23	Padilla, Gabriela	Financial Aid	SBVC
24	Parada, Osman	Computing Services	ANNEX
25	Peraza, Zayne	Library	CHC
26	Perez, Blanca	CDC	SBVC
27	Plasencia, Jose	Campus Police	DIST
28	Portillo, Maritza *	Student Activities	SBVC
29	Ramirez, Fermin	Financial Aid	SBVC
30	Rivera-Reza, Rosemary	CalWorks/Career Center	SBVC
31	Rodriguez, Natividad	EOPS/CARE	CHC
32	Rojas, Cesar M	Maintenance Operations	SBVC
33	Rojas, George	CDC	SBVC
34	Romo, Maria Silvia	Admissions/Records	SBVC
35	Rosales, Manuel *	Technology Services	SBVC
36	Salas, Nancy	Social Science/CDC	SBVC
37	Serna, Marina	Student Services	SBVC
38	Sola, Michael E.	Athletics	SBVC
39	Torres, Maria E	Human Resources	DIST
40	Treacy-Abarca, Blanca	CDC	SBVC
41	Vallejo, Marlena	Anatomy/Physiology	SBVC
42	Vargas, Geno	Maintenance Operations	SBVC
43	Vivar, Jorge	Maintenance Operations	SBVC
44	Williams, Sophia	CDC	SBVC

BILINGUAL AND BI-LITERATE LIST AS OF APRIL 2019

#	Bi-literate list		
	Name	Department	Site
1	Beck, Rosa Maria	Social Science/CDC	SBVC
2	Bojorquez, Ana	DSP&S	SBVC
3	Campos, Norma	Student Services	SBVC
4	Davila, Maria	Bookstore	CHC
5	Delgado, Rocio	Financial Aid	SBVC
6	Elizalde, Noemi	Fiscal Services	DIST
7	Fonseca, Katherine	EOPS/Student Services	SBVC
8	Frausto, Jeanette	Financial Aid	SBVC
9	Gonzalez, Maria C	Transfer/Career Services	SBVC
10	Green, Nancy A	Payroll	DIST
11	Huerta, Cindy	Student Services	SBVC
12	Jaco, Herberth	Senior Students Services Technician	CHC
13	Lehman, Veronica	Financial Aid	CHC
14	Lopez, Elizabeth	Instruction	CHC
15	Martinez, Anabel	CBO	SBVC
16	Molina, Liliana	Business Office	SBVC
17	Moreno, Juana	CDC	SBVC
18	Padilla, Gabriela	Financial Aid	SBVC
19	Parada, Osman	Computing Services	ANNEX
20	Peraza, Zayne	Library	CHC
21	Perez, Blanca	CDC	SBVC
22	Plasencia, Jose	Campus Police	DIST
23	Portillo, Maritza *	Student Activities	SBVC
24	Ramirez, Fermin	Financial Aid	SBVC
25	Rivera-Reza, Rosemary	CalWorks/Career Center	SBVC
26	Rodriguez, Natividad	EOPS/CARE	CHC
27	Rojas, Cesar M	Maintenance Operations	SBVC
28	Rojas, George	CDC	SBVC
29	Romo, Maria Silvia	Admissions/Records	SBVC
30	Salas, Nancy	Social Science/CDC	SBVC
31	Serna, Marina	Student Services	SBVC
32	Sola, Michael E.	Athletics	SBVC
33	Torres, Maria E	Human Resources	DIST
34	Vivar, Jorge	Maintenance Operations	SBVC

#	ASL List		
	Name	Department	Site
1	Sullivan, Laurie	DSP&S	SBVC

* Denotes new addition

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

April 24, 2019

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

Below is a listing of locations for the **bi-literate stipends per location:**

• **District Offices**

• **SBVC**

- President's Office
- Student Services
- Administrative Services
- Instruction Office
 - Child Development Center

• **Crafton**

- President's Office
- Student Services
- Administrative Services
- Instruction Office
 - Child Development Center

CSEA reserves the right to reopen the agreed upon locations.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District


Kristina Hannon, SBCCD
Executive Director, Human Resources

For CSEA


Kevin Palkki, President CSEA #291


Fermin Ramirez, Team Member


Ginger Sutphin, Team Member


Stacy Garcia, Team Member


David Stevenson, Team Member


Myesha Kennedy, CSEA LRR

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

April 17, 2019

Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

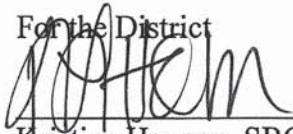
For the year 2019-2020, the **Health & Welfare plans** shall be as follows:

- Medical plans offered to include a choice of five (5) medical plans:
 - Kaiser Low HMO \$30 co-pay (No additional cost option)
 - Kaiser High HMO \$10 co-pay (Additional cost option)
 - Blue Shield HMO Full Network Access Plus (Additional cost option)
 - Blue Shield PPO (Additional cost option)
 - Blue Shield HMO Trio ACO Network (No additional cost option)
- Dental plans offered to include a choice of two (2) plans:
 - Delta Care (No additional cost option)
 - Delta Dental PPO (Additional cost option)
- Vision plan offered:
 - EyeMED (No additional cost option)
- Chiropractic:
 - Blue Shield (Cost dependent on chosen plan)
 - Kaiser (Cost dependent on chosen plan)
- Basic Life, Voluntary Life & Accidental Death and Dismemberment (AD&D):
 - Prudential Basic Life and AD&D (No additional cost option)
 - Prudential AD&D (Additional cost option)
- Employee Assistance Plan (EAP):
 - Health Advocate through CSEBA (No additional cost)

This MOU will replace Appendix J in the current 2017-2020 Collective Bargaining Agreement.

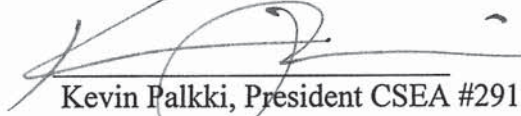
In the event that there are any unforeseen changes to Article 10 and/or Appendix J of the Collective Bargaining Agreement, CSEA and the District reserve the right to reopen this MOU. The MOU is effective July 1, 2019 through June 30, 2020 and is subject to CSEA 610 and the District approval and ratification processes.

For the District

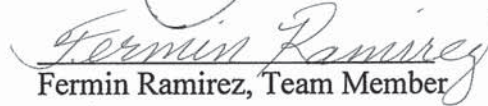


Kristina Hannon, SBCCD
Executive Director, Human Resources

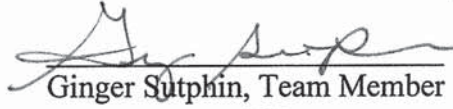
For CSEA



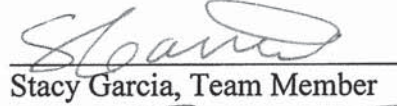
Kevin Palkki, President CSEA #291



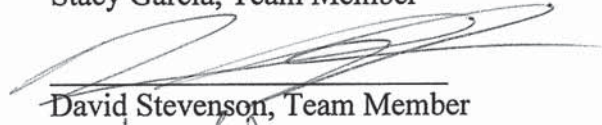
Fermin Ramirez, Team Member



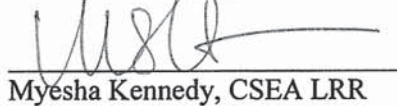
Ginger Sutphin, Team Member



Stacy Garcia, Team Member



David Stevenson, Team Member



Myesha Kennedy, CSEA LRR

Summary of Plan Changes for 2019-2020

Medical

- No plan design changes to Blue Shield Trio HMO or Access HMO
- Current Kaiser \$20 copayment plan changed to a \$10 copayment plan
- Current Kaiser \$40 copayment plan changed to a \$30 copayment plan
- District fully funds Blue Shield Trio plan **and** Kaiser \$30 plan

❖ Employee Contribution (10thly premium deductions):

- Trio= \$0.00
- Access= \$268.13
- PPO= \$3,320.48
- Kaiser \$10= \$92.74
- Kaiser \$30= \$0.00

Dental

- No plan design changes to HMO plan. Continues to remain fully funded by district.
- Enhancement to PPO plan. Increase annual plan maximum from \$1,750 to \$2,000

❖ Employee Contribution (10thly premium deductions):

- HMO: \$0.00
- PPO: \$63.08

Vision

- No plan design changes to vision plan. Continues to remain fully funded by district.

❖ Employee Contribution (10thly premium deductions):

- EyeMed: \$0.00

Life

- Switch life insurance carrier from Reliance Standard to Prudential
- Continue to fully fund a basic life insurance policy of \$50,000
- Enhance current basic accident and dismemberment (AD&D) policy from \$2,000 to \$50,000. Continues to be fully funded by district with no cost to employee
- Switch to Prudential has no cost changes to employee voluntary life and/or AD&D policies. Employees continue to pay 100% of voluntary life and AD&D plans

MEMORANDUM OF UNDERSTANDING
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

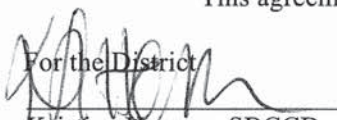
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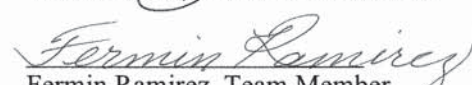
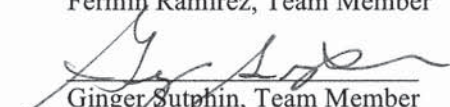
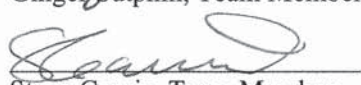
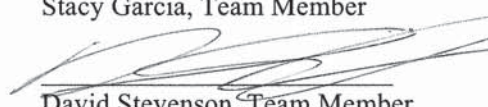
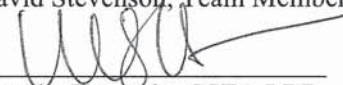
Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties".

The Parties agree to the following regarding the 4/10 **Alternate Work Schedule** ("AWS") for the period of Sunday, June 2, 2019 through Saturday, July 27, 2019.

1. All bargaining unit members will participate in the 4/10 AWS except for those employed in the Child Development Centers, CHC and SBVC
2. The 4/10 workweek will be Monday through Thursday except for those departments outlined in the MOU dated November 13, 2017, regarding the Police Department and KVCR. Any changes in these two (2) areas will be in accordance with the above mentioned MOU.
3. During the week of July 4, 2019, unit members on the Summer AWS will receive ten (10) hours of holiday pay for the holiday on Thursday, July 4, 2019, and work three (3) ten (10) hour days.
4. Individual unit members may opt to work four (4) eight (8) hour days and use two (2) hours of vacation per day, consistent with Article 19.9.
5. District Administration shall inform their staff no later than May 10, 2019 of the starting and ending shifts during the Summer AWS.
6. The summer work 4/10 AWS start time and end times shall be based on the existing work schedules by adding two (2) hours. The existing work schedules can be adjusted by no more than two (2) hours before or after start/end times.
7. Unit members will not acquire or lose shift differential during the Summer AWS.

This agreement is subject to all approvals required by the CSEA 610 policy and the District.


For the District
Kristina Hannon, SBCCD
Executive Director, Human Resources

For CSEA

Kevin Pakki, President CSEA #291

Fermin Ramirez, Team Member

Ginger Sutphin, Team Member

Stacy Garcia, Team Member

David Stevenson, Team Member

Myesha Kennedy, CSEA LRR

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: May 16, 2019
SUBJECT: Professional Expert, Short-Term, and Substitute Employees

RECOMMENDATION

This item is for information only.

OVERVIEW

Per SBCCD Administrative Procedure 7110, in the case of short-term hourly/substitute and student employees, the Board has delegated the Chancellor or his/her designee as the authorizing agent for hire.

California Education Code section 88003 outlines the criterion for hiring an employee on a temporary basis. The length of temporary employment is less than 75% of the college year, which amounts to 195 working days. Types of temporary employment include:

- › Professional Expert: Districts can go outside the classified service when the scope of work is discrete, temporary, and requires expertise not available within the classified service. Requesting departments certify these by defining the project and identifying an end date for the project. Continued employment is contingent on continued demand and/or funding.
- › Short-Term: Districts can use short-term employees on a temporary basis to perform a service upon completion of which, the service, or similar services, will not be extended or needed on a continuous basis.
- › Substitute: Districts can employ substitute employees to fill in for a classified employee that is temporarily absent from duty, or if the district is recruiting to hire a vacant position.

ANALYSIS

The attached list of Professional Expert, Short-Term, and Substitute Employees is certified to be in accordance with California Education Code section 88003.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost of employment for these employees is included in the appropriate budgets.



Professional Expert, Short-Term & Substitute Employees

Presented for Information on May 16, 2019

[v.4.25.2019.p.1|5]

Professional Expert

	Duties	From	To	Hourly Rate
Ford, Megan CHC Fire Technology Program	Fire Academy Instructor	4/12/19	6/30/19	\$45.00
Lovekin, Kris DIST District Marketing, Public Affairs & Government Relations	Content Specialist	1/1/19	6/30/19	\$40.00
Cupid, Keshawn DIST Economic Development & Corporate Training	Workforce Development Trainer	4/23/19	6/30/19	\$80.00
Loy, John DIST Economic Development & Corporate Training	Workforce Development Trainer	5/17/19	6/30/19	\$65.00
Rosales, Joseph DIST Economic Development & Corporate Training	Workforce Development Trainer	4/23/19	6/30/19	\$50.00
Mascarenhas, Lazarus DIST Technology & Educational Support Services	Tech Prep	4/5/19	6/30/19	\$30.00
Franssen, Justin SBVC Applied Technology, Transportation & Culinary Arts	Program Assistant	3/15/19	6/28/19	\$20.00
Hughes, Kevin SBVC Applied Technology, Transportation & Culinary Arts	Program Assistant	4/12/19	6/28/19	\$20.00
Moreno Jr., Robert SBVC Applied Technology, Transportation & Culinary Arts	Program Assistant	5/17/19	6/28/19	\$30.00
Muller, Bryan SBVC Applied Technology, Transportation & Culinary Arts	Program Assistant	3/15/19	6/28/19	\$20.00
Leyva, Elaina SBVC Assessment Center	Program Assistant	4/22/19	6/30/19	\$20.00
Rios, Miguel SBVC Police Academies/Criminal Justice	Police Tactical Officer-RTO/ Police Science Facilitator-Evaluator	4/11/19	6/30/19	\$35.00/ \$50.00
Anguiano, Alexander SBVC Student Success Center	Tutor I	2/27/19	6/29/19	\$12.00



Professional Expert, Short-Term & Substitute Employees

Presented for Information on May 16, 2019

[v.4.25.2019.p.2|5]

Short-Term

	Duties	From	To	Hourly Rate
None				

Substitute

	Duties	From	To	Hourly Rate
Bender, Zaquita CHC Career Career Education & Human Development <i>Extension: sick/ vacation coverage</i>	Secretary II	4/26/19	6/26/19	\$21.92
Cardenas, Gilda CHC Child Development Center <i>Extension: on call/sick/vacation coverage</i>	Child Development Assistant	4/3/19	6/3/19	\$15.89
Scott, Mary CHC Child Development Center <i>Extension: on call/sick/vacation coverage</i>	Child Development Assistant	4/3/19	6/3/19	\$15.89
Scott, Mary CHC Child Development Center <i>Extension: on call/sick/vacation coverage</i>	Child Development Teacher	4/3/19	6/3/19	\$22.87
Scott, Mary CHC Child Development Center <i>Extension: vacancy in recruitment</i>	Child Development Teacher	4/26/19	6/26/19	\$22.87
Shalhoub, Irene CHC Child Development Center <i>Extension: on call/sick/vacation coverage</i>	Child Development Assistant	4/3/19	6/3/19	\$15.89
McCord, Rose DIST Accounts Payable <i>Extension: on call/sick/vacation coverage</i>	Account Clerk II	4/15/19	6/14/19	\$20.35
Babino, Stephaine DIST Police Department <i>Extension: vacancy in recruitment</i>	College Police Officer	4/15/19	6/14/19	\$33.35
Gutierrez, Nicole SBVC Applied Technology <i>New: vacancy in recruitment</i>	Student Services Tech II	4/29/19	6/28/19	\$22.46



Professional Expert, Short-Term & Substitute Employees

Presented for Information on May 16, 2019

[v.4.25.2019.p.3|5]

Substitute

	Duties	From	To	Hourly Rate
Martinez, Jamie SBVC Athletics <i>Extension: vacancy in recruitment, on call/sick/vacation coverage</i>	Athletic Trainer	6/2/19	6/30/19	\$27.39
Martinez-Moad, Miranda SBVC Biology <i>New: on call/sick/vacation coverage</i>	Lab Technician – Biology	3/29/19	5/28/19	\$24.79
Robles, Sandra SBVC Chemistry <i>Extension: vacancy in recruitment</i>	Lab Technician - Chemistry	4/8/19	6/6/19	\$24.79
Robles, Sandra SBVC Chemistry <i>Extension: vacancy in recruitment</i>	Lab Technician - Chemistry	6/10/19	6/30/19	\$24.79
Ramirez, Irene SBVC Child Development Center <i>Extension: on call/sick/vacation coverage</i>	Child Development Assistant	5/2/19	6/30/19	\$15.89
Shehata, Neveen SBVC Child Development Center <i>Extension: on call/sick/vacation coverage</i>	Child Development Assistant	5/2/19	6/30/19	\$15.89
Gilbert, Darlene SBVC Child Development Center <i>Extension: on call/sick/vacation coverage</i>	Child Development Assistant	5/2/19	6/30/19	\$15.89
Gilbert, Darlene SBVC Child Development Center <i>Extension: on call/sick/vacation coverage</i>	Child Development Teacher	5/2/19	6/30/19	\$22.87
Mora, Jennifer SBVC Child Development Center <i>Extension: on call/sick/vacation coverage</i>	Child Development Teacher	4/17/19	6/16/19	\$22.87
Mora, Jennifer SBVC Child Development Center <i>Extension: on call/sick/vacation coverage</i>	Child Development Teacher	6/17/19	6/30/19	\$22.87



Professional Expert, Short-Term & Substitute Employees

Presented for Information on May 16, 2019

[v.4.25.2019.p.4|5]

Substitute

	Duties	From	To	Hourly Rate
Ramirez, Irene SBVC Child Development Center <i>Extension: on call/sick/vacation coverage</i>	Child Development Teacher	5/2/19	6/30/19	\$22.87
Reynolds, Rebecca SBVC Child Development Center <i>Extension: on call/sick/vacation coverage</i>	Child Development Teacher	5/2/19	6/30/19	\$22.87
Tamayo, Matty SBVC Child Development Center <i>Extension: on call/sick/vacation coverage</i>	Child Development Teacher	5/2/19	6/30/19	\$22.87
Bernasconi, Anna SBVC Custodial <i>Extension: on call/sick/vacation coverage/vacancies in recruitment</i>	Custodian I	3/1/19	4/29/19	\$18.90
Bernasconi, Anna SBVC Custodial <i>Extension: on call/sick/vacation coverage/vacancies in recruitment</i>	Custodian I	4/30/19	6/28/19	\$18.90
Bravo, Donna SBVC Custodial <i>Extension: vacancy in recruitment; on call/sick/vacation coverage</i>	Custodian I	4/30/19	6/28/19	\$18.90
Huerta, Maria SBVC Custodial <i>Extension: on call/sick/vacation coverage/vacancies in recruitment</i>	Custodian I	4/30/19	6/28/19	\$18.90
Rocha Garcia, Cindi SBVC Custodial <i>Extension: on call/sick/vacation coverage/vacancies in recruitment</i>	Custodian I	4/30/19	6/28/19	\$18.90
Gutierrez, Luis SBVC Custodial <i>Extension: on call/sick/vacation coverage/vacancies in recruitment</i>	Custodian I	4/30/19	6/28/19	\$18.90
Hernandez, Gloria SBVC Food Services <i>Extension: on call/sick/vacation coverage</i>	Food Service Worker I	4/1/19	6/1/19	\$15.14



Professional Expert, Short-Term & Substitute Employees

Presented for Information on May 16, 2019

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Substitute

	Duties	From	To	Hourly Rate
Hautreux, Luis SBVC Grounds <i>Extension: on call/sick/vacation coverage</i>	Grounds Caretaker	4/30/19	6/28/19	\$18.90
Bateman, Jeffrey SBVC Maintenance <i>Extension: vacancy in recruitment</i>	Maintenance Technician	5/15/19	6/30/19	\$24.19

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Steven J. Sutorus, Business Manager
DATE: May 16, 2019
SUBJECT: Purchase Orders

RECOMMENDATION

This item is being presented for information only. No further action is necessary.

OVERVIEW

In accordance with SBCCD Board Policy 6100, Delegation of Authority, The Board of Trustees delegates authority to the Chancellor to supervise the general business procedures of the District to assure the proper administration of property and contracts.

Education Code 81656 provides that all transactions entered into by an authorized officer shall be reviewed by the Board every 60 days.

ANALYSIS

Purchase orders issued between the dates of 3/20/19 – 4/23/19 are attached, except those approved through other agenda items. All purchase orders have been issued in accordance with the District's policies and procedures by an authorized officer of the District.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The attached purchase orders are included in the appropriate budgets.

Purchase Order Report
May 16, 2019

PO#	Vendor Name	Amount
1904787	SAN BERNARDINO CCD	\$350.00
1904788	BEST BUY	\$430.96
1904792	US BANK CORPORATE PMT SYSTEMS	\$226.36
1904793	US BANK CORPORATE PMT SYSTEMS	\$425.06
1904794	US BANK CORPORATE PMT SYSTEMS	\$201.00
1904795	PANERA BREAD LLC	\$258.60
1904796	US BANK CORPORATE PMT SYSTEMS	\$1,692.80
1904800	QUADMED INC	\$1,499.68
1904801	RENAISSANCE INDIAN WELLS RESORT & SPA	\$2,524.10
1904802	US BANK CORPORATE PMT SYSTEMS	\$1,213.00
1904804	STAPLES BUSINESS ADVANTAGE	\$1,158.13
1904807	STATER BROS MARKETS	\$150.00
1904813	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGE	\$200.00
1904815	STAPLES BUSINESS ADVANTAGE	\$80.62
1904816	STAPLES BUSINESS ADVANTAGE	\$83.22
1904817	AUDIO VISUAL INNOVATIONS, INC	\$494.38
1904818	GALLS INC	\$18,317.07
1904819	SCANNING PENS INC	\$7,723.52
1904821	STAPLES BUSINESS ADVANTAGE	\$386.88
1904822	STAPLES BUSINESS ADVANTAGE	\$432.72
1904826	VELASQUEZ, CINDY	\$600.00
1904827	RIZO, JENNIFER	\$300.00
1904828	RIZO, DIEGO	\$300.00
1904829	MENA, ANGELICA	\$300.00
1904830	HINKLE, JOSHUA	\$600.00
1904831	HICKMAN, JACOB	\$300.00
1904832	HERNANDEZ, CRISTIAN	\$600.00
1904833	GONZALEZ, BIANCA	\$300.00
1904834	GOMEZ, ALEXANDER	\$600.00
1904835	FUENTES, SAMANTHA	\$300.00
1904836	COLLINS, YATZIL	\$300.00
1904839	US BANK CORPORATE PMT SYSTEMS	\$208.47
1904840	ACADEMY FOR GRASSROOTS ORGANIZATIONS	\$160.00
1904842	US BANK CORPORATE PMT SYSTEMS	\$136.84
1904843	STAPLES BUSINESS ADVANTAGE	\$289.61
1904844	STAPLES BUSINESS ADVANTAGE	\$67.56
1904845	STAPLES BUSINESS ADVANTAGE	\$260.28
1904849	MORENO, MARIANA	\$150.15
1904850	I.B. MUSIC CENTER	\$997.69
1904851	J.W. PEPPER & SON INC	\$1,701.90
1904852	JERRY'S ARTARAMA	\$1,034.62
1904853	PAPA, ANTHONY	\$85.65
1904854	SOUTH COAST AQMD	\$300.00
1904856	PUBLIC BROADCASTING SERVICE	\$775.00
1904857	US BANK CORPORATE PMT SYSTEMS	\$13.25

Purchase Order Report
May 16, 2019

PO#	Vendor Name	Amount
1904858	US BANK CORPORATE PMT SYSTEMS	\$202.39
1904859	US BANK CORPORATE PMT SYSTEMS	\$65.74
1904860	US BANK CORPORATE PMT SYSTEMS	\$137.34
1904865	STAPLES BUSINESS ADVANTAGE	\$323.24
1904866	SOUTH COAST AQMD	\$65.25
1904867	US BANK CORPORATE PMT SYSTEMS	\$1,993.22
1904868	SBVC FOOD SERVICES	\$377.20
1904869	DOLLAMUR SPORT SURFACES	\$10,897.94
1904871	GREATER PUBLIC	\$749.00
1904876	FLORES, JULIET	\$300.00
1904877	INTEGRATED COMFORT INC	\$13,375.00
1904881	US BANK CORPORATE PMT SYSTEMS	\$10.00
1904882	WEIGHTVEST.COM INC	\$301.69
1904884	RIVERA, JASMINE	\$66.00
1904885	GAITAN, CASSANDRA	\$229.00
1904886	RIVERA, VALERIE	\$163.00
1904887	VARGAS, LYDIA	\$225.00
1904888	MEJIA, LAURA	\$238.00
1904889	MCELHANEY, ASHLEY	\$75.00
1904890	HART, ASHLEY	\$295.00
1904891	PHENIX TECHNOLOGIES INC	\$1,195.53
1904892	BELTRAN, ANYSSA	\$225.00
1904893	US BANK CORPORATE PMT SYSTEMS	\$2,913.00
1904896	US BANK CORPORATE PMT SYSTEMS	\$1,506.29
1904900	STAPLES BUSINESS ADVANTAGE	\$130.73
1904901	STAPLES BUSINESS ADVANTAGE	\$315.63
1904904	SAFE-ENTRY TECHNICAL INC	\$3,443.89
1904905	NASCO	\$3,112.52
1904906	ARROW INTERNATIONAL INC	\$446.09
1904919	FLINN SCIENTIFIC INC	\$164.86
1904920	STAPLES BUSINESS ADVANTAGE	\$262.09
1904921	STAPLES BUSINESS ADVANTAGE	\$326.47
1904922	STAPLES BUSINESS ADVANTAGE	\$467.37
1904923	STAPLES BUSINESS ADVANTAGE	\$57.22
1904925	QUADMED INC	\$2,302.46
1904926	RELIABLE SOURCE INC	\$7,826.58
1904931	CDW LLC	\$1,282.56
1904932	CDW LLC	\$81.76
1904939	STAPLES BUSINESS ADVANTAGE	\$1,074.26
1904940	STAPLES BUSINESS ADVANTAGE	\$356.71
1904942	US BANK CORPORATE PMT SYSTEMS	\$50.00
1904944	PROPHET CORPORATION, THE	\$10,865.76
1904946	B&H PHOTO VIDEO	\$5,280.81
1904947	US BANK CORPORATE PMT SYSTEMS	\$523.00
1904961	US BANK CORPORATE PMT SYSTEMS	\$640.00

Purchase Order Report
May 16, 2019

PO#	Vendor Name	Amount
1904963	US BANK CORPORATE PMT SYSTEMS	\$400.00
1904964	US BANK CORPORATE PMT SYSTEMS	\$1,449.36
1904967	STAPLES BUSINESS ADVANTAGE	\$83.98
1904968	SKILLSUSA INC	\$640.00
1904969	SKILLSUSA INC	\$320.00
1904970	MYPILOTSTORE.COM	\$1,724.75
1904975	VALLEY POWER SYSTEMS INC	\$1,424.29
1904976	VALLEY POWER SYSTEMS INC	\$931.05
1904978	AUTO Matic KINGS INC	\$1,616.25
1904979	UNITED STATES PLASTIC CORP	\$414.33
1904980	US BANK CORPORATE PMT SYSTEMS	\$650.00
1904982	LINCOLN ELECTRIC COMPANY, THE	\$17,511.00
1904983	FLINN SCIENTIFIC INC	\$1,032.27
1904984	CDW LLC	\$6,582.07
1904985	SAN BERNARDINO CCD	\$824.29
1904986	CARD INTEGRATORS CORP	\$467.55
1904987	NASCO	\$224.12
1904990	ELECTRONIX EXPRESS	\$3,980.76
1904992	STAPLES BUSINESS ADVANTAGE	\$283.77
1904995	MONOPRICE INC	\$860.01
1904996	B&H PHOTO VIDEO	\$7,858.07
1904997	SBVC FOOD SERVICES	\$121.64
1905000	SBVC FOOD SERVICES	\$121.64
1905001	SBVC FOOD SERVICES	\$121.64
1905002	SBVC FOOD SERVICES	\$121.64
1905003	SAN BERNARDINO COUNTY	\$225.00
1905004	VEGA, ERIC	\$40.00
1905005	US BANK CORPORATE PMT SYSTEMS	\$100.00
1905006	US BANK CORPORATE PMT SYSTEMS	\$565.00
1905007	STATER BROS MARKETS	\$200.00
1905009	ROYBAL, ELIJAH	\$40.00
1905010	ROMERO, MICHAEL	\$40.00
1905011	RODRIGUEZ, NOAH	\$40.00
1905012	ROCHAT, VICTORIA	\$40.00
1905013	RICHARDSON, LOGAN	\$40.00
1905014	POKPHAN, DEREK	\$40.00
1905015	PODRASKY, CAMERON	\$40.00
1905016	PIXLEY, ROBERT	\$40.00
1905017	MORGAN, BRYAN	\$40.00
1905018	MARTINEZ, JULIO	\$40.00
1905019	LAMPASI, ALEX	\$40.00
1905020	HYUN, HARRISON	\$40.00
1905021	HERNANDEZ, SERGIO	\$40.00
1905022	GALVAN, JUSTINE	\$40.00
1905023	GALINDO, LUIS	\$40.00

Purchase Order Report
May 16, 2019

PO#	Vendor Name	Amount
1905024	FAJARDO, JOSHUA	\$40.00
1905025	CORNWELL, BRENDON	\$40.00
1905026	CICCHINI, JULIETTE	\$40.00
1905027	CIBELLI, MAX	\$40.00
1905028	BONET, RYAN	\$40.00
1905029	BOCANEGRA, MATTHEW	\$40.00
1905030	ACOSTA, JUSTIN	\$40.00
1905033	CALIFORNIA ASSOC OF COMM COLLEGE REGISTRATERS & ADMISSION OFFICERS	\$295.00
1905034	CDW LLC	\$2,467.41
1905035	SOUTHERN CALIFORNIA INTERSEGMENTAL ARTICULATION COUNCIL	\$100.00
1905036	FORESTRY SUPPLIERS INC	\$544.42
1905037	B&H PHOTO VIDEO	\$183.13
1905038	MARTINEZ, SAUL	\$12,500.00
1905040	CAROLINA BIOLOGICAL SUPPLY CO	\$1,340.63
1905041	BIO QUIP PRODUCTS	\$188.03
1905042	VWR INTERNATIONAL LLC	\$79.76
1905044	POCKET NURSE ENTERPRISES INC	\$5,011.99
1905046	LAKESHORE LEARNING MATERIALS	\$7,723.51
1905047	POCKET NURSE ENTERPRISES INC	\$2,133.42
1905048	US BANK CORPORATE PMT SYSTEMS	\$95.00
1905056	ALI, PETER	\$92.00
1905057	CDW LLC	\$32,373.23
1905058	YALE/CHASE MATERIAL HANDLING	\$29,124.25
1905059	US BANK CORPORATE PMT SYSTEMS	\$150.00
1905060	ATTORNEY GENERAL REGISTRY OF CHARITABLE TRUSTS	\$300.00
1905062	FRANCHISE TAX BOARD	\$25.00
1905065	STAPLES BUSINESS ADVANTAGE	\$262.44
1905066	ISEC INC	\$8,129.12
1905068	US BANK CORPORATE PMT SYSTEMS	\$296.24
1905074	US BANK CORPORATE PMT SYSTEMS	\$4,700.00
1905076	VERNIER SOFTWARE & TECHNOLOGY	\$6,461.77
1905077	CAROLINA BIOLOGICAL SUPPLY CO	\$6,406.97
1905079	GENUINE AUTO PARTS	\$1,885.57
1905081	FISHER SCIENCE EDUCATION	\$5,644.89
1905084	SBVC FOOD SERVICES	\$250.00
1905085	US BANK CORPORATE PMT SYSTEMS	\$143.18
1905086	GOLF CARS OF RIVERSIDE	\$32,367.84
1905087	COLOR CONSULTANTS INC	\$1,196.03
1905088	SBVC FOOD SERVICES	\$158.09
1905089	PACIFIC ARTGLASS CORP	\$646.50
1905092	STAPLES BUSINESS ADVANTAGE	\$243.43
1905093	STAPLES BUSINESS ADVANTAGE	\$138.15
1905094	STAPLES BUSINESS ADVANTAGE	\$134.44
1905095	STAPLES BUSINESS ADVANTAGE	\$128.72
1905096	STAPLES BUSINESS ADVANTAGE	\$410.57

Purchase Order Report
May 16, 2019

PO#	Vendor Name	Amount
1905097	STAPLES BUSINESS ADVANTAGE	\$85.41
1905100	FIRE ETC	\$1,810.20
1905101	ROBLES, ROGER	\$84.07
1905102	DESIGN-BUILD INSTITUTE OF AMERICA	\$1,500.00
1905104	STAPLES BUSINESS ADVANTAGE	\$629.84
1905105	STAPLES BUSINESS ADVANTAGE	\$1,103.78
1905108	STAPLES BUSINESS ADVANTAGE	\$66.70
1905109	ULINE	\$369.91
1905111	RECREATIONAL EQUIPMENT INC	\$579.16
1905112	SBVC FOOD SERVICES	\$494.59
1905113	SBVC FOOD SERVICES	\$494.59
1905114	SBVC FOOD SERVICES	\$494.59
1905115	SBVC FOOD SERVICES	\$494.59
1905116	SBVC FOOD SERVICES	\$196.58
1905117	SBVC FOOD SERVICES	\$196.58
1905119	SBVC FOOD SERVICES	\$196.58
1905120	SBVC FOOD SERVICES	\$196.58
1905121	GIL, AIDA	\$100.00
1905122	EL-SHERIF, TAHIRAH M	\$62.57
1905123	BANUELOS, ELIZABETH	\$62.57
1905124	GIL, AIDA	\$62.57
1905125	SAN BERNARDINO CCD	\$500.50
1905126	B&H PHOTO VIDEO	\$2,093.56
1905127	LOPEZ, NICOLE	\$600.00
1905128	CARRION, OMAR	\$300.00
1905129	VARIDESK LLC	\$533.36
1905130	B&H PHOTO VIDEO	\$329.42
1905131	CALIFORNIA COUNCIL FOR ADULT EDUCATION	\$200.00
1905132	DURAN, MARIA ELENA	\$750.00
1905134	STAPLES BUSINESS ADVANTAGE	\$513.82
1905136	CDW LLC	\$427.52
1905137	SAN BERNARDINO CCD	\$54.25
1905138	SUHERMAN-SILITONGA, MEYER	\$261.00
1905139	VIDALES, CORINA	\$261.00
1905140	SAN MIGUEL, ROXANNE	\$261.00
1905141	PHILLIPS, LYNN	\$261.00
1905145	STAPLES BUSINESS ADVANTAGE	\$2,031.48
1905146	STAPLES BUSINESS ADVANTAGE	\$728.56
1905147	STAPLES BUSINESS ADVANTAGE	\$153.79
1905148	STAPLES BUSINESS ADVANTAGE	\$258.57
1905149	STAPLES BUSINESS ADVANTAGE	\$210.22
1905150	VALLEY POWER SYSTEMS INC	\$10,074.63
1905152	SAN BERNARDINO COUNTY	\$49,351.14
1905153	SAN BERNARDINO COUNTY	\$74,163.01
1905154	SAN BERNARDINO CCD	\$12,000.00

Purchase Order Report
May 16, 2019

PO#	Vendor Name	Amount
1905156	SBVC FOOD SERVICES	\$415.00
1905157	MUSSON THEATRICAL	\$379.67
1905158	DELL COMPUTER COMPANY	\$15,997.46
1905159	DELL COMPUTER COMPANY	\$34,111.45
1905168	CDW LLC	\$845.41
1905171	SAN BERNARDINO CCD	\$1,366.20
1905174	SAN BERNARDINO CCD	\$808.13
1905175	STAPLES BUSINESS ADVANTAGE	\$669.36
1905176	STAPLES BUSINESS ADVANTAGE	\$1,360.73
1905177	SBVC FOOD SERVICES	\$1,193.64
1905178	SBVC FOOD SERVICES	\$599.68
1905180	MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS INC	\$1,000.00
1905182	BURGESS MOVING & STORAGE	\$3,915.00
1905183	CYNMAR CORPORATION	\$292.11
1905184	BSN SPORTS INC	\$566.13
1905185	STAPLES BUSINESS ADVANTAGE	\$71.35
1905186	ALLSTAR FIRE EQUIPMENT	\$2,253.59
1905187	OLMA, TAYTE	\$34.58
1905188	DELL COMPUTER COMPANY	\$1,068.86
1905191	QUEEN BEAN CAFFE	\$1,500.00
1905192	SBVC FOOD SERVICES	\$479.80
1905193	STAPLES BUSINESS ADVANTAGE	\$266.51
1905195	STAPLES BUSINESS ADVANTAGE	\$113.93
1905196	STAPLES BUSINESS ADVANTAGE	\$62.46
1905200	US BANK CORPORATE PMT SYSTEMS	\$400.00
1905201	CDW LLC	\$2,978.83
1905203	STUDENT SENATE FOR CALIFORNIA COMMUNITY COLLEGES	\$1,690.00
1905204	ASSOCIATION OF ACADEMIC MUSEUMS & GALLERIES	\$175.00
1905205	US BANK CORPORATE PMT SYSTEMS	\$300.00
1905206	CALIFORNIA ASSOCIATION FOR ALCOHOL/ DRUG EDUCATORS	\$1,280.00
1905207	SAN BERNARDINO CCD	\$500.00
1905209	FASTENAL COMPANY	\$1,705.50
1905210	LANE SCIENCE EQUIPMENT	\$5,990.90
1905211	MASSAD, SANA	\$138.01
1905212	US BANK CORPORATE PMT SYSTEMS	\$200.00
1905213	MAGNASYNC-MOVIOLA CORP	\$1,206.87
1905215	STAPLES BUSINESS ADVANTAGE	\$579.33
1905216	ONTARIO GATEWAY HOTEL	\$2,068.14
1905217	JACO, HERBERTH	\$500.00
1905218	JACO, HERBERTH	\$410.00
1905219	US BANK CORPORATE PMT SYSTEMS	\$11.31
1905220	U SAV-MOR STORES INC	\$600.00
1905221	PANERA BREAD LLC	\$270.00
1905222	MATCO TOOLS	\$80.06
1905223	LAERDAL MEDICAL CORPORATION	\$146.69

Purchase Order Report

May 16, 2019

PO#	Vendor Name	Amount
1905224	J & J AUTO FABRICS INC	\$402.45
1905225	ACADEMY FOR GRASSROOTS ORGANIZATIONS	\$600.00
1905226	ACADEMY FOR GRASSROOTS ORGANIZATIONS	\$600.00
1905227	STATER BROS MARKETS	\$100.00
1905230	STATER BROS MARKETS	\$107.75
1905231	US BANK CORPORATE PMT SYSTEMS	\$815.11
1905236	STAPLES BUSINESS ADVANTAGE	\$191.54
1905237	STAPLES BUSINESS ADVANTAGE	\$1,410.64
1905238	STAPLES BUSINESS ADVANTAGE	\$489.68
1905239	STAPLES BUSINESS ADVANTAGE	\$488.46
1905240	STAPLES BUSINESS ADVANTAGE	\$103.33
1905241	STAPLES BUSINESS ADVANTAGE	\$129.41
1905243	SAN BERNARDINO CCD	\$95.00
1905244	US BANK CORPORATE PMT SYSTEMS	\$340.50
1905246	SBVC FOOD SERVICES	\$498.55
1905247	HOLLAND, GINA	\$1,326.60
1905250	VWR INTERNATIONAL LLC	\$6,041.57
1905253	SBVC FOOD SERVICES	\$996.58
1905255	US BANK CORPORATE PMT SYSTEMS	\$114.62
1905256	MFI MEDICAL EQUIPMENT INC	\$370.22
1905257	US BANK CORPORATE PMT SYSTEMS	\$1,226.48
1905258	INSTRUQ LLC	\$40.00
1905259	US BANK CORPORATE PMT SYSTEMS	\$538.75
1905260	DELL COMPUTER COMPANY	\$4,667.92
1905261	VARIDESK LLC	\$1,616.25
1905262	OFFICE & ERGONOMICS SOLUTIONS INC	\$2,931.67
1905264	HARLOW'S KITCHEN CONCEPTS	\$1,948.12
1905265	GLOBAL EQUIPMENT COMPANY INC	\$7,509.50
1905266	US BANK CORPORATE PMT SYSTEMS	\$2,800.00
1905267	METALPHOTO OF CINCINNATI	\$1,514.54
1905269	HAUGE, KRISTIN	\$308.73
1905271	SBVC FOOD SERVICES	\$2,752.79
1905273	SBVC FOOD SERVICES	\$259.75
1905275	SBVC FOOD SERVICES	\$469.00
1905276	SBVC FOOD SERVICES	\$323.20
1905277	SBVC FOOD SERVICES	\$244.90
1905278	SBVC FOOD SERVICES	\$469.00
1905279	SVM LP	\$20,825.00
1905282	STAPLES BUSINESS ADVANTAGE	\$1,982.60
1905283	BARON, BRUCE	\$450.00
1905285	CYNMAR CORPORATION	\$941.97
1905286	US POSTAL SERVICE	\$11,000.00
1905288	US BANK CORPORATE PMT SYSTEMS	\$64.65
1905289	HONORS TRANSFER COUNCIL OF CA, THE	\$640.00
1905291	MEZA, SERGIO	\$2,000.00

Purchase Order Report
May 16, 2019

PO#	Vendor Name	Amount
1905292	STAPLES BUSINESS ADVANTAGE	\$2,978.67
1905293	STAPLES BUSINESS ADVANTAGE	\$249.25
1905294	STAPLES BUSINESS ADVANTAGE	\$363.35
1905295	STAPLES BUSINESS ADVANTAGE	\$208.19
1905296	US BANK CORPORATE PMT SYSTEMS	\$99.68
1905297	US BANK CORPORATE PMT SYSTEMS	\$809.92
1905300	QUEEN BEAN CAFFE	\$7,125.00
1905301	US BANK CORPORATE PMT SYSTEMS	\$544.45
1905303	SAN BERNARDINO CCD	\$424.00
1905304	CDW LLC	\$1,174.67
1905305	AXON ENTERPRISE INC	\$5,873.45
1905307	DICK BLICK HOLDINGS INC	\$1,706.49
1905308	STAPLES BUSINESS ADVANTAGE	\$130.98
1905309	MIKE HOLT ENTERPRISES OF LEESBURG INC	\$1,831.75
1905310	US BANK CORPORATE PMT SYSTEMS	\$360.00
1905315	WAXIE SANITARY SUPPLY	\$20,644.28
1905316	SCHOOL OUTFITTERS	\$11,065.12
1905318	CDW LLC	\$464.29
1905319	B&H PHOTO VIDEO	\$4,578.19
1905321	ALBERONI SEWING MACHING	\$1,156.21
1905325	CDW LLC	\$447.16
1905327	STAPLES BUSINESS ADVANTAGE	\$243.72
1905331	US BANK CORPORATE PMT SYSTEMS	\$486.00
1905333	FIREFIGHTER'S BOOKSTORE	\$502.65
1905334	L N CURTIS & SONS	\$1,508.09
1905336	US BANK CORPORATE PMT SYSTEMS	\$1,155.00
1905337	STATER BROS MARKETS	\$1,000.00
1905339	COMMUNITY PLAYTHINGS	\$20,655.68
1905340	COSTCO	\$400.00
1905341	COSTCO	\$300.00
1905342	DICK BLICK HOLDINGS INC	\$1,458.04
1905344	DELL COMPUTER COMPANY	\$30,206.59
1905346	STAPLES BUSINESS ADVANTAGE	\$227.33
1905348	BOMAN FORKLIFT	\$3,716.30
1905349	US BANK CORPORATE PMT SYSTEMS	\$643.91
1905350	COVINGTON ENGINEERING CORP	\$886.72
1905354	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGE	\$115.00
1905355	JOSE'S MEXICAN FOOD INC	\$390.55
1905356	LAKESHORE LEARNING MATERIALS	\$5,893.91
1905357	STAPLES BUSINESS ADVANTAGE	\$610.83
1905358	STAPLES BUSINESS ADVANTAGE	\$317.71
1905359	STAPLES BUSINESS ADVANTAGE	\$379.69
1905360	STAPLES BUSINESS ADVANTAGE	\$335.32
1905361	STAPLES BUSINESS ADVANTAGE	\$57.97
1905362	SBVC FOOD SERVICES	\$339.40

Purchase Order Report
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PO#	Vendor Name	Amount
1905363	SBVC FOOD SERVICES	\$439.30
1905364	JUGS SPORTS	\$2,710.45
1905367	MUSICIAN'S FRIEND	\$2,927.27
1905368	US BANK CORPORATE PMT SYSTEMS	\$120.00
1905369	TELIOS TRAINING SOLUTIONS	\$1,616.25
1905370	US BANK CORPORATE PMT SYSTEMS	\$400.00
1905372	NATIONAL FOSTER PARENT ASSOCIATION	\$185.00
1905376	MFI MEDICAL EQUIPMENT INC	\$225.14
1905377	SBVC FOOD SERVICES	\$150.00
1905378	US BANK CORPORATE PMT SYSTEMS	\$105.65
1905379	KAPLAN SCHOOL SUPPLY CORP	\$6,515.87
1905384	DIAZ, EMMA	\$27.42
1905385	US BANK CORPORATE PMT SYSTEMS	\$285.00
1905387	JUAN POLLO INC	\$269.38
1905388	HONORS TRANSFER COUNCIL OF CA, THE	\$850.00
1905389	US BANK CORPORATE PMT SYSTEMS	\$1,939.50
1905391	STAPLES BUSINESS ADVANTAGE	\$221.16
1905393	US BANK CORPORATE PMT SYSTEMS	\$1,307.76
1905395	WEAVING CULTURES MEDIA	\$600.00
1905397	US BANK CORPORATE PMT SYSTEMS	\$458.96
1905398	CALIFORNIA FACILITY SPECIALTIES INC	\$6,299.07
1905402	AMERICAN LIBRARY ASSOCIATION	\$108.83
1905404	US BANK CORPORATE PMT SYSTEMS	\$36.57
1905406	US BANK CORPORATE PMT SYSTEMS	\$452.92
1905410	MOORE, CHRISTIN	\$30.00
1905411	STAPLES BUSINESS ADVANTAGE	\$80.13
1905412	LEHMAN, VERONICA	\$275.00
1905413	ELSEVIER INC	\$1,901.00
1905414	VWR INTERNATIONAL LLC	\$872.52
1905415	MUSKAVITCH, JOHN	\$895.00
1905416	CALIFORNIA BANK & TRUST	\$654.36
1905417	US BANK CORPORATE PMT SYSTEMS	\$1,365.00
1905422	STAPLES BUSINESS ADVANTAGE	\$211.18
1905424	FOLLETT HIGHER EDUCATION GROUP INC	\$500.00
1905425	P&P UNIFORMS RIV	\$107.62
1905427	APPLE COMPUTER INC	\$2,452.39
1905428	HARLOW'S KITCHEN CONCEPTS	\$5,675.30
1905429	ASSOCIATION FOR THE ADVANCEMENT OF SUSTAINABILITY IN HIGHER ED	\$295.00
1905431	STAPLES BUSINESS ADVANTAGE	\$174.66
1905432	STAPLES BUSINESS ADVANTAGE	\$875.54
1905433	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$19,675.74
1905434	ALLIED REFRIGERATION INC	\$286.53
1905435	JOHNSTONE SUPPLY	\$3,001.85
1905436	ADVANCED EXERCISE EQUIPMENT INC	\$3,111.96
1905437	ADVANCED EXERCISE EQUIPMENT INC	\$565.80

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PO#	Vendor Name	Amount
1905438	EASTBAY INC	\$696.80
1905441	STAPLES BUSINESS ADVANTAGE	\$747.28
1905442	STAPLES BUSINESS ADVANTAGE	\$1,212.54
1905443	STAPLES BUSINESS ADVANTAGE	\$70.34
1905444	STAPLES BUSINESS ADVANTAGE	\$66.89
1905445	STAPLES BUSINESS ADVANTAGE	\$503.68
1905446	KNOWLAND INC	\$37,549.00
1905447	DELL COMPUTER COMPANY	\$2,150.00
1905448	SKILLPATH SEMINARS	\$268.00
1905449	US BANK CORPORATE PMT SYSTEMS	\$1,000.00
1905451	NEWEGG BUSINESS	\$969.72
1905452	US BANK CORPORATE PMT SYSTEMS	\$19.98
1905454	B&H PHOTO VIDEO	\$9,601.62
1905455	US BANK CORPORATE PMT SYSTEMS	\$159.03
1905456	MELLARD, AMANDA	\$20.00
1905457	DICK BLICK HOLDINGS INC	\$2,764.88
1905458	US POSTAL SERVICE	\$10,000.00
1905459	REACTIVE DIGITAL SYSTEMS LLC	\$7,747.23
1905460	US BANK CORPORATE PMT SYSTEMS	\$173.76
1905461	SBVC FOOD SERVICES	\$374.45
1905462	US BANK CORPORATE PMT SYSTEMS	\$3,200.00
1905464	STAPLES BUSINESS ADVANTAGE	\$268.65
1905465	STAPLES BUSINESS ADVANTAGE	\$1,069.74
1905466	STAPLES BUSINESS ADVANTAGE	\$1,170.75
1905469	STAPLES BUSINESS ADVANTAGE	\$57.51
1905470	ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES	\$7,445.00
1905472	STAPLES BUSINESS ADVANTAGE	\$523.18
1905476	STAPLES BUSINESS ADVANTAGE	\$108.31
1905477	US BANK CORPORATE PMT SYSTEMS	\$54.40
1905478	CDW LLC	\$451,734.35
1905479	OFFICE & ERGONOMICS SOLUTIONS INC	\$19,831.39
1905480	CHC FOUNDATION	\$4,000.00
1905482	SBVC FOOD SERVICES	\$499.24
1905483	ZARC INTERNATIONAL INC	\$215.50
1905484	SAN BERNARDINO CCD	\$250.00
1905485	US BANK CORPORATE PMT SYSTEMS	\$412.02
1905492	US BANK CORPORATE PMT SYSTEMS	\$225.00
1905495	US BANK CORPORATE PMT SYSTEMS	\$2,400.00
1905498	SBVC FOOD SERVICES	\$499.75
1905500	VARIDESK LLC	\$425.61
1905501	US BANK CORPORATE PMT SYSTEMS	\$2,625.00
1905502	STAPLES BUSINESS ADVANTAGE	\$6,446.04
1905503	CALIFORNIA TOOL & WELDING SUPPLY LLC	\$1,448.92
1905505	SAN BERNARDINO CCD	\$137.50
1905506	SAN BERNARDINO CCD	\$250.00

Purchase Order Report

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PO#	Vendor Name	Amount
1905507	DELL COMPUTER COMPANY	\$5,882.03
1905508	CDW LLC	\$17,637.26
1905510	STAPLES BUSINESS ADVANTAGE	\$64.87
1905511	US BANK CORPORATE PMT SYSTEMS	\$500.00
1905512	STAPLES BUSINESS ADVANTAGE	\$161.99
1905513	STAPLES BUSINESS ADVANTAGE	\$144.37
1905514	STAPLES BUSINESS ADVANTAGE	\$351.04
1905515	STAPLES BUSINESS ADVANTAGE	\$92.30
1905516	JOSE'S MEXICAN FOOD INC	\$4,576.14
1905517	US BANK CORPORATE PMT SYSTEMS	\$1,639.00
1905520	US BANK CORPORATE PMT SYSTEMS	\$132.00
1905521	US BANK CORPORATE PMT SYSTEMS	\$694.51
1905522	SBVC FOOD SERVICES	\$436.59
1905523	DELL COMPUTER COMPANY	\$16,355.00
1905526	CALIFORNIA ASSOCIATION FOR POSTSECONDARY EDUCATION AND DISABILITY	\$60.00
1905527	US BANK CORPORATE PMT SYSTEMS	\$129.28
1905528	US BANK CORPORATE PMT SYSTEMS	\$167.98
1905529	BEST BUY	\$808.13
1905530	VASQUEZ-WISEGARVER, LILLIAN	\$300.00
1905531	AMERICAN RED CROSS	\$300.00
1905534	VARIDESK LLC	\$210.11
1905535	ARBOR SCIENTIFIC	\$273.63
1905536	ARBOR SCIENTIFIC	\$499.96
1905537	FLINN SCIENTIFIC INC	\$259.73
1905538	SAN BERNARDINO CCD	\$25.86
1905540	US BANK CORPORATE PMT SYSTEMS	\$214.40
1905541	AMERICAN PUBLIC TELEVISION	\$2,400.00
1905543	BLANQUET, FRANCISCO	\$450.00
1905544	GRIZZLY INDUSTRIAL INC	\$14,578.03
1905547	SAN BERNARDINO CCD	\$1,853.88
1905548	ORIGINAL TACO GIRLS, THE	\$1,720.00
1905551	US BANK CORPORATE PMT SYSTEMS	\$140.08
1905552	MATTERHACKERS INC	\$1,327.53
1905554	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGE	\$115.00
1905556	CDW LLC	\$43,365.09
1905561	US BANK CORPORATE PMT SYSTEMS	\$107.75
1905562	STAPLES BUSINESS ADVANTAGE	\$1,302.73
1905563	VARIDESK LLC	\$533.36
1905564	WILBUR'S POWER EQUIPMENT	\$2,456.70
1905565	CDW LLC	\$207.63
1905568	STAPLES BUSINESS ADVANTAGE	\$333.31
1905569	STAPLES BUSINESS ADVANTAGE	\$162.15
1905570	CONVERGEONE INC	\$43,631.21
1905573	SAN BERNARDINO CCD	\$15.00
1905574	GALPIN MOTORS INC	\$27,294.71

Purchase Order Report
May 16, 2019

PO#	Vendor Name	Amount
1905576	GRAINGER INC	\$81.24
1905577	CHJ CONSULTANTS INC	\$37,549.00
1905578	SBVC FOOD SERVICES	\$499.99
1905579	SBVC FOOD SERVICES	\$331.30
1905580	SBVC FOOD SERVICES	\$499.99
1905581	SBVC FOOD SERVICES	\$499.99
1905582	SAN BERNARDINO CCD	\$127.43
1905583	SBVC FOOD SERVICES	\$491.57
1905584	SAN BERNARDINO CCD	\$97.20
1905585	STAPLES BUSINESS ADVANTAGE	\$1,164.17
1905586	B&H PHOTO VIDEO	\$64.64
1905588	SAN BERNARDINO CCD	\$107.75
1905589	STAPLES BUSINESS ADVANTAGE	\$187.97
1905590	US BANK CORPORATE PMT SYSTEMS	\$100.00
1905591	US BANK CORPORATE PMT SYSTEMS	\$250.00
1905592	FOLLETT HIGHER EDUCATION GROUP INC	\$400.00
1905593	MCMASTER-CARR SUPPLY CO	\$687.80
1905594	DMV RENEWAL	\$10.00
1905595	FOLLETT HIGHER EDUCATION GROUP INC	\$2,747.63
1905596	FOLLETT HIGHER EDUCATION GROUP INC	\$4,094.50
1905597	CALIFORNIA SOCIETY RESPIRATORY CARE	\$3,400.00
1905598	PALOMAR COLLEGE-CCC TECHCONNET	\$371.00
1905599	US BANK CORPORATE PMT SYSTEMS	\$140.08
1905601	CAROLINA BIOLOGICAL SUPPLY CO	\$3,599.07
1905605	PALOMAR COLLEGE-CCC TECHCONNET	\$3,250.00
1905606	SBVC FOOD SERVICES	\$3,298.14

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Lawrence P. Strong, Director of Fiscal Services
DATE: May 16, 2019
SUBJECT: Quarterly Investment Report

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

This report is submitted to the Board of Trustees pursuant to Government Code section 53646(b)(1) which states in part: "The treasurer or chief fiscal officer shall render a quarterly report to the chief executive officer, and/or the internal auditor and/or the legislative body of the local agency."

ANALYSIS

The report does not include funds deposited with the County of San Bernardino. Funds deposited with the County are subject to the County of San Bernardino Treasurer's Statement of Investment Policy and are available for review in the San Bernardino Community College District Fiscal Services office.

This report also does not include the General Fund, which is submitted to the Board of Trustees on a monthly basis in the information item, General Fund Cash Flow Analysis.

All other funds are managed in accordance with the District Investment Policy. Sufficient funds and projected incomes are available to meet the cash flow and expenditure needs of the District for the next six months.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.



Quarterly Investment & Deposit Report

Quarter Ending March 31, 2019

[v.4.24.2019,p.1][1]

Account	Amount	Interest	Type	Institution
General Fund				
Clearing Account	\$ 269,555.16		Checking	Citizens Business Bank, San Bernardino CA
Revolving Cash/Flex Fund	\$ 217,095.92		Checking	Citizens Business Bank, San Bernardino CA
	<u>\$ 486,651.08</u>			
Bond Fund (#256245)	\$ 35,575,489.49		Investment	Bank of New York Mellon, Los Angeles CA
PERS/STRS Investment	\$ 77,947,764.65		Investment	Public Agency Retirement Services, Newport Beach, CA
OPEB Investment Trust	\$ 8,536,329.62		Investment	Benefit Trust Company
	<u>\$ 122,059,583.76</u>			
Enterprise Funds				
Cafeteria	\$ 301,792.94		Checking	Citizens Business Bank, San Bernardino CA
Cafeteria	\$ 20,491.30		Checking	Bank of America, Colton CA
	<u>\$ 322,284.24</u>			
Internal Service Funds				
Workers Comp	\$ 120,000.00	0.05%	Checking	Union Bank, Los Angeles CA
Property & Liability	\$ 25,000.00		Checking	Bank of America, Concord CA
	<u>\$ 145,000.00</u>			
Trust Funds				
Financial Aid	\$ 41,222.23	0.05%	Checking	Citizens Business Bank, San Bernardino CA
Cal Grant Financial Aid	\$ 1,007,726.02	0.05%	Checking	Citizens Business Bank, San Bernardino CA
NDSL/Perkins	\$ 12,045.60		Checking	Citizens Business Bank, San Bernardino CA
Scholarships	\$ 96,959.44		Checking	Citizens Business Bank, San Bernardino CA
Emergency Loan	\$ 18,312.03		Checking	Citizens Business Bank, San Bernardino CA
ASB, Student Rep. Fee & Clubs/Trusts	\$ 880,055.33		Checking	Citizens Business Bank, San Bernardino CA
CHC Clubs/Trust & ASB	\$ 10,600.88		Checking	Bank of America/Citizens Business Bank, San Bernardino CA
	<u>\$ 2,066,921.53</u>			
Total Checking, Savings & Investments	\$ 125,080,440.61			

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: May 16, 2019
SUBJECT: Resignations & Retirements

RECOMMENDATION

This item is for information only.

OVERVIEW

In accordance with Board Policies 2430 and 7350 the Chancellor or designee is authorized by the Board of Trustees to accept the retirement or resignation of any employee.

ANALYSIS

The employees on the attached list have submitted in writing their intention to either retire or resign.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.



Resignations & Retirements

Presented for Information May 16, 2019

[v.4.26.2019.p.1|1]

Resignations	Years of Service	Last Date of Employment
McGee, Stephanie Child Development Teacher CHC Child Development Center	9	3/22/19
Myers, Katherine Accounting Supervisor DSS Fiscal Services	5	4/19/19

Retirements	Years of Service	Last Date of Employment
Lynne, Lowe Instructor, Reading CHC Letters, Arts & Mathematics	33	5/31/19
Wilson, Donald Instructor, Automotive SBVC Applied Technology	20.5	5/31/19
Mestas, Marie Librarian SBVC Library	28	6/30/19
Warren-Marlatt, Rebecca Vice President Student Services CHC Student Services	24.5	6/30/19

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Farrah Farzaneh, Sustainability & Energy Manager
DATE: May 16, 2019
SUBJECT: Small Scale Construction Contracts

RECOMMENDATION

This item is being submitted for information only. No action is necessary.

OVERVIEW

In accordance with SBCCD Board Policy 6100, Delegation of Authority, The Board of Trustees delegates authority to the Chancellor to supervise the general business procedures of the District to assure the proper administration of property and contracts.

In line with Public Contract Code Section 17605 and Section 22034(c), the Board of Trustees delegates purchasing and contracting authority to the named agents on the authorized signature list. These designated District Officers have authority to approve purchase requests; award, sign, and execute contracts; and authorize payment under the formal bid limits set by Public Contract Code.

ANALYSIS

Per Public Contract Code 22032(a), public projects of \$60,000 or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order. Informal proposals were solicited as necessary and an analysis of those received indicates that the contracts selected best suit the needs of SBCCD for the particular projects.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The cost of these projects is included in the appropriate budgets.



Small Scale Construction Projects

Presented for Information on May 16, 2019

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Project	Contractor	Amount	Funding
02-1819-01 Solar Generation Data Transmission Device at CHC	Rosendin Electric of Anaheim CA	\$24,500.00	Measure M Bond
03-1819-14 HVAC Upgrade Controls at ATTC	Sunbelt Controls of Azusa CA	\$15,945.31	Prop 39 ZNE