
**PALOMAR COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRACT 2016-2018**

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this 11th day of October by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Deanna Shoop** (hereinafter referred to as the "Employee").

WHEREAS it is the desire of the Board to employ Employee in the Position of **Manager, Outreach Services** (hereinafter referred to as "Position").

NOW, THEREFORE, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is classified administrator as defined by Education Code section 87002(a) and (c), and a management employee as defined by Government Code section 3540.1(g). Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code section 72411(a). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will automatically renew upon its expiration by mutual agreement, and Employee will automatically be reemployed for one (1) additional year upon the expiration of this Agreement, unless the Governing Board provides written notice to Employee on or before March 15, 2017, of its intention not to reemploy Employee in Position for one additional academic year. If the Governing Board provides such written notice to Employee, Employee's employment in Position and this Agreement will terminate effective October 23, 2018, without further action by the Board. If the Governing Board provides notice to Employee of non-renewal of this Agreement, and Employee has seniority in another non-administrative classified position in the District, such Employee has the right to return to such position upon the expiration of this Agreement, provided that Employee is not terminated for cause.
3. **TERM.** The term of this Agreement shall begin on **October 24, 2016**, and continue through and including **October 23, 2018** or unless extended pursuant to paragraph 2. Employee shall be required to render full time and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension of this Agreement for a term of more than twenty-four (24) months. It is expressly

understood, however, that if the position referred to in this Agreement is funded by a grant, categorical program or other monies not in the District's unrestricted general fund, and if funding is discontinued, this Agreement will terminate on June 30 of the fiscal year in which the funding was discontinued, provided further that the District has given Employee written notice before May 15 of the year in which the funding is not received.

4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at Salary Grade **52/3** from October 24, 2016 through June 30, 2017, at salary grade **52/4** from July 1, 2017 through June 30, 2018, and at salary grade **52/5** from July 1, 2017 through October 23, 2018. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Team Handbook as adopted by the Board.
8. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular educational administrators for which they are eligible under the terms of the Administrative Team Handbook.
9. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.

10. TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE. The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination. Disciplinary actions, up to and including discharge from employment, shall be carried out in compliance with the disciplinary provisions applicable to administrative employees as set forth in the Administrative Team Handbook as adopted by the Board.

11. PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.

- (a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.
- (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.
- (c) In the event that the District provides a cash settlement related to the termination of Employee as defined in the terms of this Agreement and Employee subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.
- (d) "Abuse of office or position" is defined in Government Code section 53243.4 to mean either of the following:
 - (i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
 - (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

12. MODIFICATION OF CONTRACT. This Agreement may be modified by mutual consent of the parties provided, however, that the party seeking such change shall give not less

than 45 (forty-five) calendar days, written notice to the other party of the requested modification.

13. **RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Board or upon a shorter period of time if approved by the Board.
14. **SAVINGS CLAUSE.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.
15. **ENTIRE AGREEMENT.** This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.
16. **NO CONTINUING WAIVER.** No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.
17. **GOVERNING LAW.** This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.
18. **MISCELLANEOUS PROVISIONS.** This Agreement and applicable provisions of the Administrative Team Handbook contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRACT**

I have reviewed this Classified Administrator Employment Contract, and I accept this Agreement and the terms and conditions of employment it contains. I have not agreed to employment and/or contracted for employment with the governing board of any other school, university, college, or community college district which will in any way conflict with the satisfactory performance of all of the duties of the Position for which employed.

Please return signed contract to Human Resource Services as soon as possible.

Date: _____

Employee Signature

Approved by the Governing Board of Palomar Community College District in open session at regular Board meeting.

Date: _____

Dr. Joi Lin Blake, Superintendent/President
Secretary to the Governing Board

Copy: Employee

**PALOMAR COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRACT 2016-2018**

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this twelfth day of October, 2016 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Michael J. Dimmick** (hereinafter referred to as the "Employee").

WHEREAS it is the desire of the Board to employ Employee in the Position of **Information Services Manager, Network and Technical Services** (hereinafter referred to as "Position").

NOW, THEREFORE, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is classified administrator as defined by Education Code section 87002(a) and (c), and a management employee as defined by Government Code section 3540.1(g). Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code sections 72411(a) and 72411(b). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will automatically renew upon its expiration by mutual agreement, and Employee will automatically be reemployed for one (1) additional year upon the expiration of this Agreement, unless the Governing Board provides written notice to Employee on or before March 15, 2017, of its intention not to reemploy Employee in Position for one additional academic year. If the Governing Board provides such written notice to Employee, Employee's employment in Position and this Agreement will terminate effective July 1, 2018, without further action by the Board. If the Governing Board provides notice to Employee of non-renewal of this Agreement, and Employee has seniority in another non-administrative classified position in the District, such Employee has the right to return to such position upon the expiration of this Agreement, provided that Employee is not terminated for cause.
3. **TERM.** The term of this Agreement shall begin on **October 12, 2016**, and continue through and including **June 30, 2018** or unless extended pursuant to paragraph 2. Employee shall be required to render full time and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension

of this Agreement for a term of more than twenty-four (24) months. It is expressly understood, however, that if the position referred to in this Agreement is funded by a grant, categorical program or other monies not in the District's unrestricted general fund, and if funding is discontinued, this Agreement will terminate on June 30 of the fiscal year in which the funding was discontinued, provided further that the District has given Employee written notice before May 15 of the year in which the funding is not received.

4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at salary grade **69/19** from October 12, 2016 through June 30, 2017 and at salary grade **69/20** from July 1, 2017 through June 30, 2018, **plus a \$50.00 monthly administrative cell phone stipend.** The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Team Handbook as adopted by the Board.
8. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular classified administrators for which they are eligible under the terms of the Administrative Team Handbook.
9. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules,

regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.

10. **TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE.** The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination. Disciplinary actions, up to and including discharge from employment, shall be carried out in compliance with the disciplinary provisions applicable to administrative employees as set forth in the Administrative Team Handbook as adopted by the Board.
11. **TRAVEL.** Necessary transportation and travel expenses will be provided in accordance with policies duly adopted by the Board.
12. **SERVICE CLUBS AND COMMUNITY ORGANIZATIONS.** The Board authorizes payment of dues and meals for meetings of one service or community organization. Funds shall be allocated to the appropriate expense accounts in the annual budget approved by the Governing Board.
13. **PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.**
 - (a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.
 - (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.
 - (c) In the event that the District provides a cash settlement related to the termination of Employee as defined in the terms of this Agreement and Employee subsequently is convicted of a crime involving abuse of office or position covered

by Government Code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.

- (d) "Abuse of office or position" is defined in Government Code section 53243.4 to mean either of the following:
 - (i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
 - (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

- 14. MAXIMUM CASH SETTLEMENT UPON TERMINATION OF THIS AGREEMENT WITHOUT CAUSE.** Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, without cause. In such an event, the maximum cash settlement that the Employee shall receive will be an amount equal to the monthly base salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement, or eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

The District agrees to pay Employee the lump sum cash payment ("Severance Pay"), less legally required for authorized deductions except contributions to CalPERS, within fifteen (15) days of the effective date of termination.

In exchange for and as a condition to receipt of the Severance Pay, Employee shall execute a release and waiver, in a form acceptable to the legal counsel for the District, releasing the District, and all of its elected officers, employees, agents, representations, and attorneys, from any claim associated with the termination.

- 15. MODIFICATION OF CONTRACT.** This Agreement may be modified by mutual consent of the parties provided, however, that the party seeking such change shall give not less than 45 (forty-five) calendar days, written notice to the other party of the requested modification.

16. **RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Board or upon a shorter period of time if approved by the Board.
17. **SAVINGS CLAUSE.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.
18. **ENTIRE AGREEMENT.** This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.
19. **NO CONTINUING WAIVER.** No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.
20. **GOVERNING LAW.** This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.
21. **MISCELLANEOUS PROVISIONS.** This Agreement and applicable provisions of the Administrative Team Handbook contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRCACT**

I have reviewed this Classified Administrator Employment Contract, and I accept this Agreement and the terms and conditions of employment it contains. I have not agreed to employment and/or contracted for employment with the governing board of any other school, university, college, or community college district which will in any way conflict with the satisfactory performance of all of the duties of the Position for which employed.

Please return signed contract to Human Resource Services as soon as possible.

Date: _____

Employee Signature

Approved by the Governing Board of Palomar Community College District in open session at regular Board meeting.

Date: _____

Joi Blake, Ed.D., Secretary to the Governing Board

Copy: Employee

**PALOMAR COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRACT 2016-2018**

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this twelfth day of October, 2016 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Jose I. Vargas** (hereinafter referred to as the "Employee").

WHEREAS it is the desire of the Board to employ Employee in the Position of **Information Services Manager, Network and Technical Services** (hereinafter referred to as "Position").

NOW, THEREFORE, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is classified administrator as defined by Education Code section 87002(a) and (c), and a management employee as defined by Government Code section 3540.1(g). Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code sections 72411(a) and 72411(b). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will automatically renew upon its expiration by mutual agreement, and Employee will automatically be reemployed for one (1) additional year upon the expiration of this Agreement, unless the Governing Board provides written notice to Employee on or before March 15, 2017, of its intention not to reemploy Employee in Position for one additional academic year. If the Governing Board provides such written notice to Employee, Employee's employment in Position and this Agreement will terminate effective July 1, 2018, without further action by the Board. If the Governing Board provides notice to Employee of non-renewal of this Agreement, and Employee has seniority in another non-administrative classified position in the District, such Employee has the right to return to such position upon the expiration of this Agreement, provided that Employee is not terminated for cause.
3. **TERM.** The term of this Agreement shall begin on **October 12, 2016**, and continue through and including **June 30, 2018** or unless extended pursuant to paragraph 2. Employee shall be required to render full time and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension

of this Agreement for a term of more than twenty-four (24) months. It is expressly understood, however, that if the position referred to in this Agreement is funded by a grant, categorical program or other monies not in the District's unrestricted general fund, and if funding is discontinued, this Agreement will terminate on June 30 of the fiscal year in which the funding was discontinued, provided further that the District has given Employee written notice before May 15 of the year in which the funding is not received.

4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at Salary grade **69/17** from October 12, 2016 through June 30, 2017 and at Salary grade **69/18** from July 1, 2017 through June 30, 2018. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Team Handbook as adopted by the Board.
8. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular classified administrators for which they are eligible under the terms of the Administrative Team Handbook.
9. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and

conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.

- 10. TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE.** The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term “cause” is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District’s mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination. Disciplinary actions, up to and including discharge from employment, shall be carried out in compliance with the disciplinary provisions applicable to administrative employees as set forth in the Administrative Team Handbook as adopted by the Board.
- 11. TRAVEL.** Necessary transportation and travel expenses will be provided in accordance with policies duly adopted by the Board.
- 12. SERVICE CLUBS AND COMMUNITY ORGANIZATIONS.** The Board authorizes payment of dues and meals for meetings of one service or community organization. Funds shall be allocated to the appropriate expense accounts in the annual budget approved by the Governing Board.
- 13. PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.**

 - (a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.
 - (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.
 - (c) In the event that the District provides a cash settlement related to the termination of Employee as defined in the terms of this Agreement and Employee subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.

- (d) "Abuse of office or position" is defined in Government Code section 53243.4 to mean either of the following:
 - (i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
 - (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

- 14. MAXIMUM CASH SETTLEMENT UPON TERMINATION OF THIS AGREEMENT WITHOUT CAUSE.** Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, without cause. In such an event, the maximum cash settlement that the Employee shall receive will be an amount equal to the monthly base salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement, or eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

The District agrees to pay Employee the lump sum cash payment ("Severance Pay"), less legally required for authorized deductions except contributions to CalPERS, within fifteen (15) days of the effective date of termination.

In exchange for and as a condition to receipt of the Severance Pay, Employee shall execute a release and waiver, in a form acceptable to the legal counsel for the District, releasing the District, and all of its elected officers, employees, agents, representations, and attorneys, from any claim associated with the termination.

- 15. MODIFICATION OF CONTRACT.** This Agreement may be modified by mutual consent of the parties provided, however, that the party seeking such change shall give not less than 45 (forty-five) calendar days, written notice to the other party of the requested modification.
- 16. RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Board or upon a shorter period of time if approved by the Board.

17. **SAVINGS CLAUSE.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.
18. **ENTIRE AGREEMENT.** This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.
19. **NO CONTINUING WAIVER.** No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.
20. **GOVERNING LAW.** This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.
21. **MISCELLANEOUS PROVISIONS.** This Agreement and applicable provisions of the Administrative Team Handbook contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRCACT**

I have reviewed this Classified Administrator Employment Contract, and I accept this Agreement and the terms and conditions of employment it contains. I have not agreed to employment and/or contracted for employment with the governing board of any other school, university, college, or community college district which will in any way conflict with the satisfactory performance of all of the duties of the Position for which employed.

Please return signed contract to Human Resource Services as soon as possible.

Date: _____

Employee Signature

Approved by the Governing Board of Palomar Community College District in open session at regular Board meeting.

Date: _____

Joi Blake, Ed.D., Secretary to the Governing Board

Copy: Employee

MONTHLY BOARD REPORT: October 11, 2016

SHORT-TERM PERSONNEL ACTION REQUEST

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Art					
	Peterson, Jamie	09/13/16	12/16/16	Technical/Paraprofessional	\$12.00	Assistant II
Department	Athletics					
	Joseph, Michael	09/08/16	12/16/16	Technical/Paraprofessional	\$1,500.00	Seasonal Assistant Coach
					Total stipend amount	
Department	Boehm Gallery					
	Bulis, Ryan	09/20/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
Department	Counseling Department					
	Dumbrique, Miguel	09/22/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
Department	Disability Resource Center					
	Pickering, Julie	09/06/16	06/30/17	Technical/Paraprofessional	\$38.00	Assistant (professional)
Department	Early Childhood Education Lab School					
	McCrary, Ryan	09/19/16	06/30/17	Technical/Paraprofessional	\$10.00	Assistant I
	Morales, Misael	09/20/16	06/30/17	Technical/Paraprofessional	\$10.00	Assistant I
Department	English					
	Barnes, Patricia	09/16/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
	Buck, Jonathan	09/20/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Enrollment Services					
	Lewis, John Patrick	08/31/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
Department	Environmental Health and Safety					
	Gropen, Sadie	08/25/16	06/30/17	Technical/Paraprofessional	\$20.00	Assistant (professional)
Department	Grant Funded Student Programs					
	Avila, Hector	07/25/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Contreras, Nathan	09/14/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
	Correa, Janet	09/15/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
	Echeverria, Mariana	09/12/16	06/30/17	Technical/Paraprofessional	\$12.00	Assistant II
	Lam, Jenny	09/22/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Mendieta Lobato, Selena	09/15/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Munoz, Denise	08/29/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Reyes, Ulises	09/13/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
	Saleh, Samer	08/24/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Sanchez, Omar	09/19/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
Department	Human Resource Services					
	Decker, Joan	09/20/16	06/30/17	Technical/Paraprofessional	\$16.00	Assistant (professional)
	Jones, Sashelle	09/26/16	06/30/17	Technical/Paraprofessional	\$10.00	Assistant I
Department	Media Studies					
	Brown, Jason	09/16/16	12/17/16	Technical/Paraprofessional	\$12.00	Assistant II
Department	Performing Arts					
	King, Joshua	08/29/16	06/30/17	Technical/Paraprofessional	\$10.00	Assistant I
Department	Public Safety Programs					
	Lahera, Lazaro	09/20/16	06/30/17	Technical/Paraprofessional	\$22.53	Assistant (professional)

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Trade and Industry					
	Nelson, Jeffrey	09/11/16	06/30/17	Technical/Paraprofessional	\$14.00	Assistant III
Department	Tutorial Services					
	Bowyer, Jaden	09/20/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Felipe, Jose Samuel	09/13/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Huerta, Meagan	09/15/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Salazar, Ingrid	08/29/16	06/30/17	Technical/Paraprofessional	\$10.00	Peer Tutor
	Sutton, Janice	09/01/16	06/30/17	Technical/Paraprofessional	\$12.00	Intern Tutor
	Waid, Kara	09/01/16	06/30/17	Technical/Paraprofessional	\$12.00	Intern Tutor

Department WELLNESS Wellness/Fitness Center
SETID - PALMR

PeopleSoft
PAL PERSONNEL ACTIONS HISTORY

Page No. 2
Run Date 09/29/2016
Run Time 14:06:01

Report ID: PAL015ST
Personnel Action: HIR--
For the period 09/01/2016 through 09/30/2016

Effective Date	Action Reason	Employee Name	Employee ID	Hire Date	Emp Typ	Reg/ Tmp	Full/ Part	Job Code	Job Title	Salary Grade	Comp Rate	Supervisor
09/19/2016		Rivas,Elizabeth Lidia		09/19/2016	0.0	H	T	P	900STU Student EE	STU/ASTU	12.000000	H

PeopleSoft
PAL PESONNEL ACTIONS HISTORY

Page No. 3
Run Date 09/29/2016
Run Time 14:06:02

Report ID: PAL015ST
Personnel Action: REH--
For the period 09/01/2016 through 09/30/2016

Effective Date	Action Reason	Employee Name	Employee ID	Hire Date	Emp Typ	Reg/ Tmp	Full/ Part	Job Code	Job Title	Salary Grade	Comp Rate	Supervisor
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Department AMINDIAN American Indian Studies Dept
SETID - PALMR

09/26/2016		Cerda,Pearl Vennesa		08/28/2014	2.0	H	T	P	900STU Student	EE STU/ASTU	12.000000	H
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Department ATHLETICS Athletics Department
SETID - PALMR

09/13/2016		Ditmar,Jason Louis		01/22/2015	1.6	H	T	P	900STU Student	EE STU/ASTU	10.000000	H
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Department BEHAVSCI Behavioral Sciences Department
SETID - PALMR

09/10/2016		Quinn,Nicole D		09/03/2015	1.0	H	T	P	900STU Student	EE STU/ASTU	10.000000	H
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End of Report

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2016-2017**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Palomar Community College District ("COLLEGE"), 1140 West Mission Avenue, San Marcos, CA 92069, and Bonsall 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 the Palomar College Community College District; 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 North San Diego County and within the regional service area of the COLLEGE unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, the COLLEGE 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" 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 and COLLEGE;

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for one year beginning on July 1, 2016 and ending on June 30, 2017, and requires annual renewal each year by July 1st, 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

Note: All referenced Sections from AB 288 (Education Code § 76004)

1 | Page

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 and school district partner. 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 with the department [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 the COLLEGE 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 the COLLEGE 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 the COLLEGE 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 that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. 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. 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, 76140, 76223, 76300, 76350, and 79121.
- 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 prerequisite requirements of the COLLEGE 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.

Note: All referenced Sections from AB 288 (Education Code § 76004)

- 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 DISTRICT 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 COLLEGE 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 educational 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 the 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 COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE 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 the COLLEGE 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 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 the COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 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 faculty 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 the COLLEGE.

- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 COLLEGE and SCHOOL DISTRICT certify 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 a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)
- 7.6 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.
- 7.7 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.8 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field.

- 7.9 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of the COLLEGE.
- 7.10 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of the COLLEGE specifically with regard to their duties as instructors.
- 7.11 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by the COLLEGE.
- 7.12 The COLLEGE will pay the SCHOOL DISTRICT \$500 per unit/per class taught by one of their approved instructors. The first \$500 will be paid to the teacher for following the agreement to teach the COLLEGE course. The rest of the per-unit funds are disbursed at the discretion of the high school principal. Sometimes, special arrangements may be made for textbooks, other materials, or if your enrollments are below 20 students. If enrollments are low, the COLLEGE will prorate their payment to the SCHOOL DISTRICT based on the number of students who are enrolled in the course.

No stipend is paid if the teacher is a faculty member of the COLLEGE being paid by the COLLEGE. Arrangements should be made to have the faculty member only teach their required number of hours or SCHOOL DISTRICT may pay the instructor their hourly rate to cover the extra hours.

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.

Note: All referenced Sections from AB 288 (Education Code § 76004)

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 the COLLEGE 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 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 the COLLEGE 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)

Note: All referenced Sections from AB 288 (Education Code § 76004)

9 | Page

- 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 The COLLEGE 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 COLLEGE 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)

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 The COLLEGE 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 the COLLEGE 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

Note: All referenced Sections from AB 288 (Education Code § 76004)

Page

10 |

termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)

11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)

11.7 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 of 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)

11.8 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 teacher or 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.

Note: All referenced Sections from AB 288 (Education Code § 76004)

Page

11 |

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

- 15.1 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 the COLLEGE or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants 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 the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands 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 agrees to and shall indemnify, save and hold harmless the COLLEGE 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 COLLEGE 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 COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

Note: All referenced Sections from AB 288 (Education Code § 76004)

Page

12 |

17. INSURANCE

- 17.1 The SCHOOL DISTRICT, in order to protect the COLLEGE, 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, 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.
- 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 agrees to hold harmless, indemnify, and defend COLLEGE, 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 is 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 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
Palomar Community College District
1140 W. Mission Road
San Marcos, CA 92069
Attn: Dan Sourbeer – Vice President for Instruction

SCHOOL DISTRICT
Bonsall Unified School District
31505 Old River Rd
Bonsall, CA 92003
Attn: Justin Cunningham, Ed.D. - Superintendent

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, 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 _____ 2016

By: _____
SCHOOL DISTRICT

By: _____
COLLEGE

By: _____
PALOMAR COMMUNITY COLLEGE DISTRICT

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 Palomar Community College District (“COLLEGE”), 1140 West Mission Road, San Marcos, CA 92069, and Bonsall Unified School District (SCHOOL DISTRICT.”), 31505 Old River Rd., Bonsall, CA 92003.

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, 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 July 1st and follow the protocols set forth in (a) and (b) of this section.
- d. COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2)

Note: All referenced Sections from AB 288 (Education Code § 76004)

16 |

P a g e

LOCATION	NAME	TELEPHONE	EMAIL
College:	Dan Sourbeer, Interim VP for Instruction	760-744-1150 x3758	dsourbeer@palomar.edu
School District:	Justin Cunningham, Ed.D., Superintendent	(760) 631- 5200 x1001	gina.mcinerny@bonsallusd.com Executive Assistant

2. STUDENT SELECTION

- a. 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. 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.

Note: All referenced Sections from AB 288 (Education Code § 76004)

Page

17 |

4. **CCAP AGREEMENT PROGRAM YEAR FALL 2016** - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2016-2017 COLLEGE: Palomar Community College District

EDUCATIONAL PROGRAM: College and Career Readiness and CTE Pathway

SCHOOL DISTRICT: Bonsall Unified School District

HIGH SCHOOL: Bonsall High School

TOTAL NUMBER OF STUDENTS TO BE SERVED: 56				TOTAL PROJECTED FTES: 11.52			
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
1. Photoshop I	GCIP 140	Fall 2016 2167	8:45-11:40	M/W	Wade Rollins	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
2. Multimedia for Social Networking	GCMW 106	Spring 2017 2173	8:45-11:40	M/W	Wade Rollins	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
3.							
4.							

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

Students are being prepared to be college ready.
Students are in a CTE Pathway.

Note: All referenced Sections from AB 288 (Education Code 76004)

5. **BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1.				
2.				
3.				

6. 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 4/14/17 and shall be reported annually in compliance with all applicable state and federal privacy laws. The COLLEGE 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.

7. 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.

8. 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.

9. 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: TBD

BUILDING	CLASSROOM	DAYS	HOURS

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2016-2017**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Palomar Community College District ("COLLEGE"), 1140 West Mission Avenue, San Marcos, CA 92069, and San Marcos 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 the Palomar College Community College District; 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 North San Diego County and within the regional service area of the COLLEGE unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, the COLLEGE 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 helping 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)

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 and COLLEGE;

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for one year beginning on July 1, 2016 and ending on June 30, 2017, and requires annual renewal each year by July 1st, 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

Note: All referenced Sections from AB 288 (Education Code § 76004)

1 | Page

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 and school district partner. 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 with the department [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 the COLLEGE 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 the COLLEGE 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 the COLLEGE 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 that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. 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. 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, 76140, 76223, 76300, 76350, and 79121.
- 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 prerequisite requirements of the COLLEGE 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.

Note: All referenced Sections from AB 288 (Education Code § 76004)

- 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 DISTRICT 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 COLLEGE 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 educational 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 the 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 COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE 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 the COLLEGE 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 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 the COLLEGE guidelines, policies, pertinent statutes, and regulations.
- 6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 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 faculty 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 the COLLEGE.

Note: All referenced Sections from AB 288 (Education Code § 76004)

- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5 COLLEGE and SCHOOL DISTRICT certify 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 a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)
- 7.6 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.
- 7.7 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.8 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field.

- 7.9 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of the COLLEGE.
- 7.10 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of the COLLEGE specifically with regard to their duties as instructors.
- 7.11 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by the COLLEGE.
- 7.12 The COLLEGE will pay the SCHOOL DISTRICT \$500 per unit/per class taught by one of their approved instructors. The first \$500 will be paid to the teacher for following the agreement to teach the COLLEGE course. The rest of the per-unit funds are disbursed at the discretion of the high school principal. Sometimes, special arrangements may be made for textbooks, other materials, or if your enrollments are below 20 students. If enrollments are low, the COLLEGE will prorate their payment to the SCHOOL DISTRICT based on the number of students who are enrolled in the course.

No stipend is paid if the teacher is a faculty member of the COLLEGE being paid by the COLLEGE. Arrangements should be made to have the faculty member only teach their required number of hours or SCHOOL DISTRICT may pay the instructor their hourly rate to cover the extra hours.

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.

Note: All referenced Sections from AB 288 (Education Code § 76004)

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 the COLLEGE 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 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 the COLLEGE 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)

Note: All referenced Sections from AB 288 (Education Code § 76004)

- 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 The COLLEGE 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 COLLEGE 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)

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 The COLLEGE 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 the COLLEGE 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

Note: All referenced Sections from AB 288 (Education Code § 76004)

10 |

Page

termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)

11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)

11.7 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 of 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)

11.8 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 teacher or 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

- 15.1 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 the COLLEGE or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants 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 the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands 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 agrees to and shall indemnify, save and hold harmless the COLLEGE 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 COLLEGE 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 COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

Note: All referenced Sections from AB 288 (Education Code § 76004)

Page

12 |

17. INSURANCE

- 17.1 The SCHOOL DISTRICT, in order to protect the COLLEGE, 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, 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.
- 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 agrees to hold harmless, indemnify, and defend COLLEGE, 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 is 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 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
Palomar Community College District
1140 W. Mission Road
San Marcos, CA 92069
Attn: Dan Sourbeer – Vice President for Instruction

SCHOOL DISTRICT
San Marcos Unified School District
255 Pico Avenue, Suite 250
San Marcos, CA 92069
Attn: Kevin Holt, Ed.D. - Superintendent

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, 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 _____ 2016

By: _____
SAN MARCOS SCHOOL DISTRICT

By: _____
PALOMAR COMMUNITY COLLEGE DISTRICT

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 Palomar Community College District (“COLLEGE”), 1140 West Mission Road, San Marcos, CA 92069, and San Marcos Unified School District (SCHOOL DISTRICT.”), 255 Pico Avenue, Suite 250, San Marcos, CA 92069.

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, 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 July 1st and follow the protocols set forth in (a) and (b) of this section.
- d. COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2)

Note: All referenced Sections from AB 288 (Education Code § 76004)

Page

16 |

LOCATION	NAME	TELEPHONE	EMAIL
College:	Dan Sourbeer, Interim VP for Instruction	760-744-1150 x3758	dsourbeer@palomar.edu
School District:	Kevin Holt, Ed.D, Superintendent	760-752-1299	Kevin.holt@smusd.org

2. STUDENT SELECTION

- a. 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. 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 FALL 2016** - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2016-2017 COLLEGE: Palomar Community College District

EDUCATIONAL PROGRAM: College and Career Readiness and CTE Pathway

SCHOOL DISTRICT: San Marcos Unified School District

HIGH SCHOOL: Mission Hills High School and San Marcos High School

TOTAL NUMBER OF STUDENTS TO BE SERVED: 264				TOTAL PROJECTED FTES: 37			
COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
1. CompTia A+	CSNT 110	Fall 2016 2167	3:00-4:30pm 2 hours a week online	T/TH	Rand Green	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
2. CompTia Network +	CSNT 111	Spring 2017 2173	3:00-4:30pm 2 hours a week online	T/TH	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
3. Career/Life Planning	COUN 115	Fall 2016 2167	3:00-4:30pm	T/TH Sep. 6-Dec. 15	Sara Montooth (MHHS)	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
4. College Success Skills	COUN 110	Spring 2017 2173	3:00-4:30pm	T/TH	Susan Martinez Alejandro (MHHS)	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
5. CompTia A+	CSNT 110	Fall 2016 2167	1:57-2:54 2:03-2:54 No class 12:54-2:54 1:57-2:54	Monday Tuesday Wednesday Thursday Friday	Steve Holt	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

Note: All referenced Sections from AB 288 (Education Code 76004)

6. CompTia Network +	CSNT 111	Spring 2017 2173	1:57-2:54 2:03-2:54 No class 12:54-2:54 1:57-2:54	Monday Tuesday Wednesday Thursday Friday	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
7. Career/Life Planning	COUN 115	Fall 2016 2167	3:00- 4:30pm	T/TH Sep. 6-Dec. 15	Lisa Stout (SMHS)	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
8. College Success Skills	COUN 110	Spring 2017 2173	3:00- 4:30pm	T/TH	Kristi Harlig (SMHS)	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

Students are being prepared to be college ready.
Students in a CTE Pathway.

5. **BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1.				
2.				
3.				

Note: All referenced Sections from AB 288 (Education Code 76004)

19 | Page

6. 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 4/14/17 and shall be reported annually in compliance with all applicable state and federal privacy laws. The COLLEGE 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.

7. 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.

8. 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,

Note: All referenced Sections from AB 288 (Education Code 76004)

20 | Page

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.

9. 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: TBD

BUILDING	CLASSROOM	DAYS	HOURS

BOARD AGENDA ITEM**SUBJECT:**

Child Development Training Consortium Instructional and Campus Coordinator Agreement for 2016-17

OVERVIEW:

The Child Development Training Consortium provides reimbursement to students who are enrolled in child development or general education courses, and currently working in the childcare field. Palomar College receives funding for the Child Development Training Consortium Program. The Child Development Department administers this grant, and the Department determines the Coordinator for this program. Diane Studinka has been the Coordinator for the past sixteen years. The Instructional and Campus Coordinator Agreement continues the contractual relationship that the Yosemite Community College District and Palomar College District for 2016-17. The program has contracted with the college since the early 1990's.

DISCUSSION:

The Instructional Agreement is between Palomar College and Yosemite Community College District. Yosemite Community College District agrees to pay the contractor, Palomar College, 800 units for \$20,000 for 2016-17. This is the same amount as last year. The contract is valid September 1, 2016 to June 30, 2017.

This Coordinator Agreement is between Palomar College and Yosemite Community College District. Yosemite Community College District agrees to pay the contractor, Palomar College, \$7,200 for the coordinator duties and responsibilities. This is the same amount as last year. The performance of the coordinator will be completed in a satisfactory manner. Please see attached agreement for responsibilities and duties required of the coordinator. This contract is valid from September 1, 2016 to June 30, 2017.

BUDGET IMPLICATIONS:

Total funds for the 2016-17 year are \$27,200. Instructional Agreement is for \$20,000 and the Coordinator Agreement is for \$7,200. All funds will be expended through student stipends, coordinator stipend, and for costs incurred by the program (i.e. copies, postage, text books, office supplies...) on or before June 30, 2017 in order to comply with the agreement.

RECOMMENDATION

Please approve for 2016-17 the Instructional and Campus Coordinator Agreement for the Child Development Training Consortium between Palomar College and Yosemite Community College District. Diane Studinka will continue to serve as the Campus Coordinator at Palomar College for this program. Please sign attached Instructional and Coordinator Agreements (2) and return to the address listed on the cover page.

**CHILD DEVELOPMENT TRAINING CONSORTIUM
2016-2017 INSTRUCTIONAL & CAMPUS COORDINATOR AGREEMENT
AGREEMENT NUMBER 16-17- 4489**

This Agreement is made and entered into this 1st day of September, 2016, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the YCCD/CDTC, and **Palomar Community College District for Palomar College**, hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

I. STATEMENT OF WORK

- A. The CONTRACTOR will designate a Campus Coordinator to implement the Child Development Training Consortium (CDTC) program at the local level. The scope of work in this contract is supplementary to the typical duties of faculty or other positions that provide career and education guidance to child development students. The Campus Coordinator will be responsible to prepare and submit all required reports; coordinate all Consortium activities; attend one (1) mandatory YCCD/CDTC sponsored meeting and one (1) mandatory YCCD/CDTC webinar; and inform child development/early childhood education department of program requirements and components specific to campus Child Development Training Consortium.

The designated Campus Coordinator is preferably faculty, either full-time or adjunct faculty, department chair, or director of the campus child development lab center/children's center. If the current Campus Coordinator does not meet these recommendations, they are permitted to continue in the position and new requirements will be applicable upon designation of a new Campus Coordinator. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The Campus Coordinator must be located on campus with regularly scheduled office hours; thereby being accessible to students enrolled in the program. The Campus Coordinator must attend campus child development/early childhood education (ECE) department meetings and be knowledgeable of all aspects of the ECE profession. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinator status.

The Campus Coordinator, even in the role as Co-Coordinator, must reside within California and be employed by the college. CDTC will subcontract directly with college and then contracts/agreements will be administered by employed by the college.

The Campus Coordinator will act as a liaison between the Child Development Training Consortium and California Department of Education/Early Education and Support Division (CDE/EESD) to disseminate information to campus faculty regarding state initiatives and trends in ECE.

- B. The CONTRACTOR will generate up to **800** units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2016, and June 30, 2017. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- D. The CONTRACTOR will provide appropriate community college courses, which:
 - 1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as *Appendix A*) and/or child care licensing regulations.
 - 2. Are degree or certificate applicable.
 - 3. Are offered for credit with the possible exception of remedial courses.
 - 4. Are transferable whenever possible.
 - 5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
 - 6. Are responsive to local community needs.
- E. The CONTRACTOR will orient all child development/early childhood education instructors about the Child Development Training Consortium program including eligibility criteria, enrollment priorities and procedures, and reporting requirements.
- F. The CONTRACTOR will facilitate in designing, monitoring, and evaluating appropriate course offerings.
 - 1. The CONTRACTOR will provide clarity regarding the purpose and focus of courses and programs offered.
 - 2. The CONTRACTOR will schedule courses, which meet the needs of child care agencies, their staff, and family child care providers in the college's service area.
 - 3. The CONTRACTOR will ensure provision of lower division units.
 - 4. The CONTRACTOR will solicit input on courses to be offered from a local Advisory Committee.
- G. In addition, the CONTRACTOR will fulfill the following responsibilities:
 - 1. Authorize the designated Campus Coordinator to attend one (1) mandatory YCCD/CDTC sponsored meeting and one (1) mandatory YCCD/CDTC webinar.

2. Share ideas, materials, and resources with other Campus Coordinators.
 3. The CONTRACTOR will develop students' awareness of transfer options and access to other services.
- H. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Student Profile.
1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
 2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program. Employment in a transitional kindergarten or kindergarten classroom is also acceptable, **AND**
 3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, **AND**
 4. Student must work in the state of California.
 5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home child care providers are not eligible.
- I. The CONTRACTOR will enroll eligible students according to the following three priorities:
- California Department of Education, Early Education and Support Division (CDE/EESD) Priorities for Enrollment:*
- Priority 1 Employees of all direct-funded CDE/EESD programs including center based programs and family child care network programs or center based programs with satellite family child care providers. This also includes co-located Head Start Programs.
- Priority 2 Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.
- Priority 3 Employees of all other programs including center-based and licensed family child care homes.

Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.

Local Priorities for Enrollment

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/EESD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/EESD priorities.

- J. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.
 - 1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one family child care provider; one representative of a child care program funded by the California Department of Education, Early Education and Support Division (CDE/EESD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local QRIS/IMPACT and/or AB212 programs.
 - 2. The Advisory Committee will meet one time annually.
 - 3. The meeting must be properly documented with agendas and minutes, which must be submitted with the Year End Program and Final Expenditure Narrative.
- K. The CONTRACTOR will provide student grade documentation, demonstrating a grade of "C" or better, to YCCD/CDTC upon request for audit purposes.
- L. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B – 2016-2017 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, PO Box 3603, Modesto, CA 95352.
- M. The CONTRACTOR will ensure that no full-time equivalent (FTE) fees will be collected for courses that are funded with YCCD/CDTC funds, or portion thereof.
- N. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator. This collaboration will include sharing program services and promote integration of services for student success.

I. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2016, to and including June 30, 2017. Enrolled units must be completed between July 1, 2016, and June 30, 2017. All allowable expenditures must be encumbered and/or the services rendered prior to June 30, 2017.

II. BUDGET AND ALLOWABLE EXPENSES

- A. By October 14, 2016, a 2016-2017 budget based on the funding authorized in this Agreement for Instructional services specified in Section IV A, must be posted online with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:
 - 1. When planned expenditures in any of the **major expense categories** (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
 - 2. And when planned expenditures in any of the **line items** exceed the approved budget by more than twenty-five (25)%.
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.
- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
- E. The CONTRACTOR will not expend YCCD/CDTC funds on foods, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.
- F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

III. PAYMENT FOR INSTRUCTIONAL SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed **\$20,000.00**. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2017. Checks should be made payable to YCCD.

- B. The CONTRACTOR will be paid \$25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph IB. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including a 2016-2017 Student Profile for each enrolled student for each semester/term.
- D. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- E. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The online final expenditure report is due no later than June 30, 2017.

IV. PAYMENT FOR CAMPUS COORDINATOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount up to **\$7,200.00.** 2016-2017 CDTC reports must be submitted by June 30, 2017, or CDTC will withhold 25% of the coordinator stipend and campus will be placed on probationary status.

Note: Campus Coordinator stipend funds are not included on the online budget form.

- B. CONTRACTOR will be paid in installments upon receipt of invoices. CONTRACTOR invoices received after June 30, 2017, may result in loss of CONTRACTOR stipend, and/or campus being placed on probationary status.
- C. To obtain payment, CONTRACTOR will submit a YCCD/CDTC supplied invoice to:
Child Development Training Consortium
PO Box 3603
Modesto, CA 95352

V. RETENTION OF RECORDS AND AUDITS

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Early Education and Support Division.

VII. 30 DAY TERMINATION NOTICE

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

VIII. FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Early Education and Support Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

IX. CONFIDENTIALITY

- A. All data and information developed by CONTRACTOR and deemed confidential by YCCD/CDTC shall be properly safeguarded and protected by CONTRACTOR from unauthorized use and disclosure. At a minimum, during non-working hours, CDTC paper and/or electronic documents, reference materials, or any materials related thereof shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.
- B. CONTRACTOR is hereby considered an agent of the State of California/ Yosemite Community College District only for confidential data purposes and will be personally liable under the state and federal statutes for unauthorized disclosures.
- C. CONTRACTOR shall as soon as practicable notify YCCD/CDTC of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Subject to paragraph B above, unless YCCD/CDTC authorizes the disclosure of the information in writing, CONTRACTOR shall use every means, to the maximum extent permitted by law and at no cost to the YCCD/CDTC, to protect the information from disclosure.
- D. CONTRACTOR shall require its Campus Coordinator to agree to the conditions and stipulations of the YCCD/CDTC Confidentiality Agreement, Attachment C, in consideration of interactions with participants of the CDTC program and confidential information entered into the online student profile system.

X. NONDISCRIMINATION CLAUSE

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.

- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated there under.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability.

XI. INDEPENDENT CONTRACTORS

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

XII. HOLD HARMLESS CLAUSE

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, its officers, employees, boards, volunteers, and agents from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of such party, its boards, officers, agents, employees, or volunteers pursuant to this Agreement. However, the provisions of this indemnity agreement do not apply to any damages or losses caused by the negligence or willful misconduct of the party being indemnified or its officers, employees, boards, volunteers, or agents.

XIII. ACKNOWLEDGMENT

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and Development Quality Improvement funds received from the California Department of Education, Early Education and Support Division.

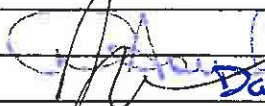
XIV. DRUG-FREE WORKPLACE

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

XV. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL & CAMPUS COORDINATOR AGREEMENT

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instruction Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

AGREED TO BY:

CONTRACTOR Authorizing Signature:	
Printed Name of Person Signing:	Dan Saurber
Title of Person Signing:	VP Instruction (Interim)
Date:	09/22/16

Yosemite Community College District

Authorizing Signature:	
Printed Name of Person Signing:	Teresa Scott
Title of Person Signing:	Executive Vice Chancellor/Fiscal Services, YCCD
Date:	
Attachments for reference: Appendix A - Child Development Permit Matrix Appendix B – 2016-2017 Required Reports and Time Lines Appendix C – Confidentiality Agreement	
Return <u>two</u> Instructional & Campus Coordinator Agreements with <u>original</u> signatures and Confidentiality Agreement to: Child Development Training Consortium PO Box 3603 Modesto, CA 95352	
For CDTC Use Only: Date Rcvd: _____ To D.O.: _____ From D.O.: _____ To CONTRACTOR: _____	

Child Development Permit Matrix - with Alternative Qualification Options Indicated

Permit Title	Education Requirement (Option 1 for all permits)	Experience Requirement (Applies to Option 1 Only)	Alternative Qualifications (with option numbers indicated)	Authorization	Five Year Renewal
Assistant (Optional)	<i>Option 1:</i> 6 units of Early Childhood Education (ECE) or Child Development (CD)	None	<i>Option 2:</i> Accredited HERO program (including ROP)	Authorizes the holder to care for and assist in the development and instruction of children in a child care and development program under the supervision of an Associate Teacher, Teacher, Master Teacher, Site Supervisor or Program Director.	105 hours of professional growth*****
Associate Teacher	<i>Option 1:</i> 12 units ECE/CD including core courses**	50 days of 3+ hours per day within 2 years	<i>Option 2:</i> Child Development Associate (CDA) Credential.	Authorizes the holder to provide service in the care, development, and instruction of children in a child care and development program, and supervise an Assistant and an aide.	Must complete 15 additional units toward a Teacher Permit. Must meet Teacher requirements within 10 years.
Teacher	<i>Option 1:</i> 24 units ECE/CD including core courses** plus 16 General Education (GE) units*	175 days of 3+ hours per day within 4 years	<i>Option 2:</i> AA or higher in ECE/CD or related field with 3 units supervised field experience in ECE/CD setting	Authorizes the holder to provide service in the care, development and instruction of children in a child care and development program, and supervise an Associate Teacher, Assistant and an aide.	105 hours of professional growth*****
Master Teacher	<i>Option 1:</i> 24 units ECE/CD including core courses** plus 16 GE units* plus 6 specialization units plus 2 adult supervision units	350 days of 3+ hours per day within 4 years	<i>Option 2:</i> BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	Authorizes the holder to provide service in the care, development and instruction of children in a child care and development program, and supervise a Teacher, Associate Teacher, Assistant and an aide. The permit also authorizes the holder to serve as a coordinator of curriculum and staff development.	105 hours of professional growth*****
Site Supervisor	<i>Option 1:</i> AA (or 60 units) which includes: • 24 ECE/CD units with core courses** plus 6 administration units plus 2 adult supervision units	350 days of 3+ hours per day within 4 years including at least 100 days of supervising adults	<i>Option 2:</i> BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or <i>Option 3:</i> Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or <i>Option 4:</i> Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	Authorizes the holder to supervise a child care and development program operating at a single site; provide service in the care, development, and instruction of children in a child care and development program; and serve as a coordinator of curriculum and staff development.	105 hours of professional growth*****
Program Director	<i>Option 1:</i> BA or higher (does not have to be in ECE/CD) including: • 24 ECE/CD units with core courses** plus 6 administration units plus 2 adult supervision units	One year of Site Supervisor experience	<i>Option 2:</i> Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; or <i>Option 3:</i> Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting, plus 6 units administration; or <i>Option 4:</i> Master's Degree in ECE/CD or Child/Human Development	Authorizes the holder to supervise a child care and development program operating in a single site or multiple sites; provide service in the care, development, and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development.	105 hours of professional growth*****

Appendix A

NOTE: All unit requirements listed above are semester units. All course work must be completed with a grade of C or better from a regionally accredited college. Spanish translation is available.

*One course in each of four general education categories, which are degree applicable: English/Language Arts; Math or Science; Social Sciences; Humanities and/or Fine Arts.

**Core courses include child/human growth & development; child/family/community or child and family relations; and programs/curriculum. You must have a minimum of three semester units or four quarter units in each of the core areas.

***Holders of the Administrative Services Credential may serve as a Site Supervisor or Program Director.

****A valid Multiple Subject or a Single Subject in Home Economics.

*****Professional growth hours must be completed under the guidance of a Professional Growth Advisor. Call (209) 572-6080 for assistance in locating an advisor.

7/10

This matrix was prepared by the Child Development Training Consortium. To obtain a permit application visit our website at www.childdevelopment.org or call (209) 572-6080.

Appendix B

Child Development Training Consortium 2016-2017 Required Reports and Time Lines

Report/Documentation	Due Date
Instructional Agreement	As soon as possible
Online Student Profiles and Transmittal Summary and Detail Sheets AND Professional Development Profile (if submitted hard copy)	Summer/Fall '16: October 14, 2016 Winter/Spring '17: March 10, 2017
Student Evaluations (Composite generated online)	Summer/Fall '16: February 10, 2017 Winter/Spring '17: June 30, 2017
2016-2017 Program Budget (SUBMIT ONLINE)	October 14, 2016
Student Eligibility and Payment Policies	December 9, 2016
Coordinator Invoice	Summer/Fall '16: February 10, 2017 Winter/Spring '17: June 2, 2017
Child Development Instructional Staff Profiles and Master List (UPDATE ONLINE)	March 10, 2017
Course Offering Matrix of Child Development and CDTC Funded Courses (UPDATE ONLINE)	Submit prior to each semester after course schedule is established at campus (Ex. Enter Spring '17 courses in September/October '16; Enter Fall '17 courses in April/May '17)
2017-2018 Designation of Campus Coordinator and Agreement Specifications	June 2, 2017
Year-End Program and Final Expenditure Narrative (Survey Monkey)	June 30, 2017
Final Expenditure Report (SUBMIT ONLINE)	June 30, 2017
Advisory Committee Meeting Documents	June 30, 2017



August 31, 2016

Diane Studinka
Palomar Community College District for Palomar College
1140 West Mission Road
San Marcos, CA 92069

Dear Diane:

Please find attached the 2016-2017 Instructional & Campus Coordinator Agreement between the Yosemite Community College District, Child Development Training Consortium (CDTC) and **Palomar Community College District for Palomar College**. This contract is a continuum of the 2015-2016 Agreement with your institution with the exception of the few changes as highlighted below. Refer to the 2015-2016 Instructional & Campus Coordinator Agreement for comparison of the changes being implemented for the upcoming 2016-2017 year.

Please print two (2) copies and obtain the appropriate signatures. **RETURN BOTH Agreements**, with original signatures, to the CDTC at the following address:

Child Development Training Consortium
PO Box 3603
Modesto, CA 95352

Upon obtaining the required signature of the Vice Chancellor at Yosemite Community College District, a fully executed copy will be returned for your records.

If you have any questions or need additional information, please contact Elizabeth Morris at (209) 548-5720, and know that your prompt response will be greatly appreciated.

Changes:

Page 1

I. STATEMENT OF WORK

A. The CONTRACTOR will designate a Campus Coordinator to implement the Child Development Training Consortium (CDTC) program at the local level. The scope of work in this contract is supplementary to the typical duties of faculty or other positions that provide career and education guidance to child development students. The Campus Coordinator will be responsible to prepare and submit all required reports; coordinate all Consortium activities; attend one(1) mandatory YCCD/CDTC sponsored meeting ~~at CDTC expense~~ and one (1) mandatory YCCD/CDTC webinar; and inform child development/early childhood education department of program requirements and components specific to campus Child Development Training Consortium.

Child Development Training Consortium • P.O. Box 3603, Modesto, CA, 95352
(209) 572-6080 • Fax (209) 548-5746 • www.childdevelopment.org

Page 4

J. 2. The Advisory Committee will meet one time annually.

Page 4

K. The CONTRACTOR will provide student grade documentation, demonstrating a grade of "C" or better, to YCCD/CDTC upon request for audit purposes.

Page 6

IV PAYMENT FOR CAMPUS COORDINATOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount up to **\$00.00. 2016-2017 CDTC reports must be submitted by June 30, 2017, or CDTC will withhold 25% of the coordinator stipend and campus will be placed on probationary status.**

Thank you for your continued participation in CDTC and we look forward to seeing you at the Fall Meeting.

Sincerely,



Stephanie Aguilar, Director
Child Development Training Consortium

SA:em

Enclosures

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

AGREEMENTCALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

This Agreement, dated for reference purposes only, August 1, 2016, is entered into by and between: the Chabot-Las Positas Community College District (CLPCCD), hereinafter known as the "District," on behalf of its California Early Childhood Mentor Program, hereinafter known as the "Mentor Program," and Palomar College/Palomar Community College District, hereinafter known as "Contractor."

This agreement is entered into pursuant to Chabot-Las Positas Community College District Board of Trustees Resolution No. 06-1516.

Appropriation or Grant Number CN160169

RECITALS:

Whereas, the Chabot-Las Positas Community College District has applied for and has received a grant from the California State Department of Education (Resolution 06-1516) for the purposes of operating a Mentor Program; and

Whereas, the CLPCCD has received authorization from its Board of Trustees to enter into agreements with California community colleges to provide such services as: coordinating and offering an adult supervision course and seminars for mentors and directors; coordinating and developing mentoring programs; offering honoraria for faculty working with the college mentoring program; providing books and other instructional materials for mentors; and printing and copying mentor materials.

Now, therefore, the parties agree as follows:

1. **TERM:** The term of this Agreement shall commence on August 1, 2016 and terminate July 31, 2017 except as otherwise set forth in this agreement.
2. **SERVICES TO BE RENDERED BY CONTRACTOR:** The services to be rendered are incorporated by reference as in attachment A. If any terms of the attachment and this Agreement are in conflict, this Agreement shall prevail.
3. **PAYMENT:** Invoice to be submitted and payment as a stipend to be made by District to Contractor shall be as set forth in Attachment A.
4. **INDEPENDENT CONTRACTOR:** The parties agree that with regard to this Agreement, Contractor is an independent contractor and not an employee of the District.

Any terms in this Agreement or its attachments referring to direction from the District shall be construed as providing for direction as to policy and the result of work only, and not as to the means by which such a result is obtained.

5. **EXPENSES FOR EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** Contractor shall supply, at no cost or charge to District, all equipment, tools, materials, and/or supplies to accomplish the services agreed to be performed unless otherwise provided in this agreement; District shall not be liable to Contractor for any expenses paid or incurred by Contractor not provided for in this agreement unless otherwise agreed to in advance in writing.

6. **ASSIGNMENT:** Contractor shall not assign this Agreement nor the consideration payable under this Agreement without the written consent of the District.

7. **TERMINATION**: District may terminate this Agreement for District's convenience and without cause at any time by giving the other parties written notice of such termination. The notice shall specify the date upon which the termination becomes effective. In the event of such termination, Contractor shall be paid for his/her services that have been performed to the satisfaction of the District under this Agreement, up to the date of termination. Any payment by District shall be conditioned on Contractor providing to the District any and all materials required by District related to the services rendered.

8. **WRITTEN NOTICE**: All notices required or permitted to be given by this Agreement shall be deemed given when personally delivered to the recipient thereof or two (2) days after it has been mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties.

Any party by a written notice to the other parties may change the address of notice or the names of the persons or parties to receive written notice.

9. **GOVERNING LAW**: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of the Agreement shall be in Dublin, California.

10. **SEVERABILITY**: If any term, provision, covenant, or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

11. **NON-WAIVER**: The failure of any party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

12. **NO AUTHORITY TO BIND DISTRICT**: Contractor has no authority to enter into contracts or agreements on behalf of District. This Agreement does not create the relationship of agent, servant, employee, partnership or joint venture with the District.

13. **AMENDMENTS**: No amendment to this Agreement shall be effective unless it is in writing and signed by all parties.

14. **CONFLICT OF INTEREST**: Contractor states that it is familiar with provisions of Section 87100 et seq. of the Government Code and certifies that it does not know of any facts which constitute a violation of said provisions. In the event contractor receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Contractor agrees it shall notify District of such information.

15. **DAMAGES**: Contractor shall be responsible for any and all damages resulting in whole or in part from Contractor's acts or omissions.

16. **INDEMNIFICATION**: District agrees to defend and indemnify and hold harmless Contractor, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of District, its Board of Trustees, officers, agents, and employees.

Contractor agrees to defend and indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Contractor, its Board of Trustees, officers, agents, and employees.

Contractor's obligations under this section 16 shall survive the termination of this Agreement.

17. **COMPLIANCE WITH LAWS AND REGULATIONS**: Contractor shall keep informed of all laws and governmental regulations that may affect its obligations. It shall observe and comply with, and shall cause all its agents, employees, consultants, and subcontractors to observe and comply with all said laws and regulations, including obtaining business permits and licenses that may be required to carry out the work to

be performed under this Agreement, including all applicable provisions for subrecipient monitoring of federal funding awards.

18. **LIABILITY OF DISTRICT:** District's obligations under this Agreement shall be limited to the payment of the compensation as provided for in Section 3 of this Agreement but shall also include activities as provided for in Attachment A. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

19. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, District and Contractor shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. District and Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. District and Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as it set forth in full. District and Contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

20. **BUDGET CONTINGENCY:** This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the Fiscal Year(s) covered by this Agreement for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

21. **ENTIRE AGREEMENT/MODIFICATION:** This writing sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only by a written document executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified immediately adjacent to their signatures below.

"District"

By:

Signature of CLPCCD person authorized to execute agreement

Print Name: Lorenzo Legaspi

Title: Vice Chancellor of Business Services

Date: August 1, 2016

"Contractor"

By:

Signature

Print Name: Dan Sarkis

Title: Interim VPI

Address: 1140 W. Main Rd

San Marcos, CA 92669

Date: 08/22/16

Recommended By:

Signature:

Print Name: Linda Olivenbaum

Title: Director, California Early Childhood Mentor Program

Address: 25555 Hesperian Blvd.

Hayward, CA 94545

Date: August 1, 2016



Attachment A

Palomar College/Palomar Community College District August 1, 2016 – July 31, 2017

- A. Chabot-Las Positas Community College District on behalf of the California Early Childhood Mentor Program shall provide the following resources for implementation of the Contractor's program, subject to the District's approval:
1. Updated materials and assistance to facilitate implementation of the program including a *Program Manual*, an In-Service Training Resource Guide, reporting forms and one-on-one technical assistance.
 2. Travel expenses for the Contractor's Local Coordinator to attend statewide meetings to discuss program elements, the status of implementation and materials. Travel expenses must be within state guidelines and limits as specified in the *Program Manual* and as may reasonably be revised by the District.
 3. \$3168 for instructional costs related to the offering of a Mentor Seminar and a Director Seminar, as described in the *Program Manual*. The Coordinator may make a written request to the District for an additional \$1,584 maximum to offer the Mentor Teacher/Adult Supervision Course in the 2016-2017 contract year.
 4. \$3350 for the Contractor's Local Coordinator to implement and develop the program, arrange for the course offering, recruit prospective Mentors, appoint a Selection Committee, coordinate the selection process, place student teachers with Mentors and approve Post-Practicum, Individual Student Mentoring, Mentoring Record, Birth to Three/FCCH Mentoring Record, Director Mentor, Director Mentoring Record, and Birth to Three/FCCH Director Mentoring Record placements. The Contractor's Coordinator may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District. The District reserves the right to withhold and/or reduce the Coordinator payment if responsibilities listed in Section B are not fulfilled in a timely manner.
 5. Up to \$2,500 for a \$250 honorarium per person for up to 10 Selection Committee Members to meet to review applications, visit and evaluate applicants' teaching practices and classroom environment with the appropriate Harms and Clifford scale, visit and evaluate Director Mentor applicants' leadership and management skills with the *Program Administration Scale* (PAS) or the *Business Administration Scale* (BAS), check references and make final decisions on qualified classroom Mentors and Director Mentors. Committee Members may be paid directly by the Chabot-Las Positas Community College District in the sole discretion of the District.
 6. \$7845 in stipend support for 6 Mentors and all selected Director Mentors. **Selecting Director Mentors and supporting their placements with protégés is a requirement of the Mentor Program.** All stipends will be paid directly by the Chabot-Las Positas Community College District and calculated according to the formula and procedures currently described in the *Program Manual* and as may reasonably be revised by the District. Stipends are for the following purposes:
 - Practicum placement(s) for mentoring practicum students placed with Mentors
 - Post-Practicum Stipend(s) to support Mentors for continued mentoring of protégés who were former practicum students placed with Mentors

- Individual Student Mentoring Contract(s) to support pairing a Mentor with an Early Childhood Education student for non-course based contact time
 - Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services
 - Birth to Three/FCCH Mentoring Record Hour(s) to support Mentors as they offer hourly mentoring services for Infant/Toddler and Family Child Care teachers and providers
 - In-Service Training stipends for Mentors for fulfilling the In-Service training requirements as set forth in the *Program Manual*
 - Director Mentor Placement(s) to support Director Mentors for mentoring of protégé directors
 - Director Mentoring Record Hour(s) to support Director Mentors as they meet protégé directors' and Director Mentor applicants' needs for short-term, hourly mentoring
 - Birth to Three/FCCH Director Mentoring Record Hour(s) to support Director Mentors as they offer hourly mentoring services for Infant/Toddler directors and Large Family Child Care providers
7. \$150 for materials for Mentors and Director Mentors (books, Environment Rating Scales, instructional materials, etc.) and/or printing and copying costs for program implementation or Mentor materials. Coordinators may be reimbursed directly by the Chabot-Las Positas Community College District in the sole discretion of the District, or through their local college.

B. Contractor as a college agrees to designate a Local Coordinator. The Coordinator shall be responsible for the following activities:

Selection and Re-Certification

1. Promoting the program on campus and in the community.
2. Enrolling teachers and providers in the Mentor Teacher/Adult Supervision Course, based on the syllabus provided in the *Program Manual* and as may reasonably be revised by the District. The Contractor as a college agrees to enroll students and to issue credit. The Contractor also agrees that it will accrue no ADA when instructional costs are reimbursed. Students pay tuition if they are receiving credit.
3. Recruiting qualified child care providers and directors from the community who may be interested in becoming Mentors.
4. Modifying and distributing Mentor and Director Mentor applications and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
5. Assuring compliance with selection criteria for Mentor Teachers and Director Mentors as set forth in Sections D and E below.
6. Adhering to the Policy on the Mentor Option in Campus Labs as currently described in the *Program Manual* and as may reasonably be revised by the District.
7. Modifying and distributing Mentor and Director Mentor Re-Certification applications, and establishing appropriate application deadlines as currently described in the *Program Manual* and as may reasonably be revised by the District.
8. Appointing a Selection Committee of up to 10 members. The Selection Committee shall include community college instructors, center directors, teachers and other child care practitioners who represent all sectors of the regional child development community (e.g.,

Head Start, preschool, subsidized, non-profit). The Selection Committee should reflect the diversity of program types, ethnicities and language capacities in the community.

9. Training Selection Committee Members in the use of the Harms and Clifford Scales: the *Early Childhood Environment Rating Scale-Revised* (ECERS-R), the *Infant/Toddler Environment Rating Scale-Revised* (ITERS-R), the *School-Age Care Environment Rating Scale* (SACERS), and *Family Child Care Environment Rating Scale-Revised* (FCCERS-R). Training Selection Committee Members in the use of the *Program Administration Scale* (PAS) and the *Business Administration Scale* (BAS).
10. Serving as a Selection Committee Member as currently described in the *Program Manual* and as may reasonably be revised by the District. Such service is *optional* for local college or Regional Coordinators but **mandatory** for college Coordinators in a Region.
11. Scheduling meetings for the Selection Committee to review Mentor and Director Mentor applications, evaluate applicants' centers or classroom sites, and to make final selections by **June 1st of each contract year**.
12. Notifying all new and Re-Certification applicants to inform them of final decisions as soon as possible after the final Selection Committee meeting.
13. Petitioning the District in writing that Mentor pool size be increased in an academic year. In such cases, determination will be made by Mentor Program staff based on current statewide allocations and student placement rates at the local college.
14. Maintaining eligibility requirements for Mentor Teachers in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.
15. Maintaining eligibility requirements for Director Mentors in accordance with program policy as currently described in the *Program Manual* and as may reasonably be revised by the District.

Professional Growth

16. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar for Mentors to combine informal discussion of issues they confront in supervising student teachers with further study of supervision issues, leadership and mentoring skills.
17. Facilitating or arranging for facilitation of a 1-2 unit credit-optional monthly Seminar or continuing course for directors to study administrative issues, quality improvement strategies, leadership development and mentoring issues.
18. Providing Mentor and Director Seminar Instructors with the *Growing Leaders In-Service Training Resource Guide* and other necessary instructional materials as supplied by the District.
19. Ensuring that instructors for the Mentor and Director Seminars are regularly evaluated in accordance with college policies.
20. Supporting Mentor In-Service Training activities with Mentor materials and other appropriate funding where available.

Placements and Stipend Activities

21. Working within the college's administrative procedures to institutionalize the Mentor Program. This includes seeking curriculum committee approval for courses, including program information in the college catalog and course schedule, and establishing load credit for practicum instructors who support placements with Mentors.

22. Providing the District with official course outlines for all courses in which students may be placed with Mentors.
23. Placing students with Mentors, acting as intermediary between the student and Mentor, and monitoring the Mentors' work. The college agrees to offer the placement with a Mentor as an alternative to the existing practicum course(s).
24. Overseeing student placements with Mentors to ensure only one student will be in the Mentor's classroom at a time.
25. Approving the following as currently described in the *Program Manual* and as may reasonably be revised by the District:
 - Mentor-protégé contracts for Post-Practicum placements;
 - Mentor-student contracts for Individual Student Mentoring;
 - Hourly Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Mentoring Record stipends for short-term mentoring services for Infant/Toddler and Family Child Care teachers and providers;
 - Director Mentor-protégé director contracts for Director placements;
 - Hourly Director Mentoring Record stipends for short-term mentoring services;
 - Hourly Birth to Three/FCCH Director Mentoring Record stipends for short-term mentoring services for Infant/Toddler directors and Large Family Child Care providers
26. Serving, if requested and willing, as a Field Trainer as currently described in the *Program Manual* and as may reasonably be revised by the District.

Payments

27. Submitting the signed **Designation of Coordinator form** and this signed **Letter of Agreement** to the District no later than **December 1st of each contract year**. Acknowledging that the Coordinator's stipend and any reimbursements due to the college will be withheld until these signed documents are received by the Mentor Program Office at Chabot College.
28. Maintaining records of all costs and disbursements and reporting these monthly to the District in a timely and accurate manner.
29. Submitting authorizations to pay all stipends within 30 days following the end of the placement.
30. Submitting all fiscal reporting and requests for reimbursement to the District no later than **June 15th of each contract year**.
31. Acknowledging that the Coordinator's payment may be withheld and/or reduced if reporting is not accomplished in a timely or accurate manner.
32. Applying for and utilizing Additional Funding to Support Instructional Costs for an Adult Supervision Course if appropriate.
33. Applying for and utilizing Supplemental Support Funding for Large Area Programs if appropriate.
34. Applying for and utilizing Supplemental Support Funding for the Director Mentor Component if appropriate.
35. Providing full reporting on the use of any Supplemental Support Funding as currently described in the *Program Manual* and as may reasonably be revised by the District.

Evaluations

36. Facilitating program evaluation.
37. Requiring completion of Student Evaluation of Mentor Teacher, Director Mentor Contract Self-Evaluation, Director Mentor Contract Evaluation: Protégé, Birth to Three/FCCH Mentoring Record Protégé Evaluation, Birth to Three/FCCH Director Mentoring Record Protégé Evaluation, and Director Seminar Evaluation Forms by program participants.

Agreements and Reports

38. Completing and submitting to the District Quarterly Reports as follows:
 - First Quarter: August 1 to October 31, due **October 31st of each contract year**
 - Second Quarter: November 1 to January 31, due **January 31st of each contract year**
 - Third Quarter: February 1, to April 30, due **April 30th of each contract year**
39. Completing and submitting to the District all Annual Reporting materials on or before **June 15th of each contract year**.

Mentor Program Meetings

40. Attending all required Coordinator meetings and/or being responsible for acquiring and understanding the information and materials presented at these meetings.
41. Facilitating the selection of eligible participants for the annual Mentor Institute.

Maintaining Records

42. Keeping records on each Mentor's placement history, student evaluations of the Mentor, the Mentor's application and re-certification, and stipend amounts. Keeping comparable records for each Director Mentor.
 43. Maintaining program data and records in archives for five years.
- C. Contractor will designate an instructor who will be responsible for teaching the Mentor Teacher/Adult Supervision Course, a 2-unit course on adult supervision skills for Mentor candidates, based on a course syllabus included in the *Program Manual* and as may be reasonably revised by the District.
- D. Contractor shall insure that Classroom Mentor applicants shall complete the following requirements in order to be considered for selection:
1. A college level Early Childhood training program that included an Early Childhood practicum supervised by a college instructor for credit. Candidates must submit a transcript proving completion of this requirement.
 2. The two-unit Mentor Teacher/Adult Supervision Course, as described in Sections B.2 and C in this Attachment.
 3. Two years of experience as a classroom teacher or family child care provider.
 4. Eligibility for the Master Teacher Level, or higher, of the California Child Development Permit.
 5. The Mentor Application (see *Program Manual*) which includes information on the applicant's educational background and experience, a personal statement, a transcript proving completion of the practicum as part of her/his Early Childhood education, a QRIS Tier Rating (where applicable), and the Harms and Clifford rating sheet from her/his self-review. The Application also includes a "supervisor's agreement" to support the candidate's application and participation as a Mentor. As public elementary school teachers have their own

mentoring program, they are not eligible to participate in the California Early Childhood Mentor Program.

6. A site review of the center's National Association for the Education of Young Children (NAEYC) accreditation status by members of the Mentor Selection Committee and direct observation of teaching practices, or completion of a site review and self study using the appropriate Harms and Clifford Scale (ECERS-R, ITERS-R, SACERS or FCCERS-R).

E. Contractor shall ensure that Director Mentor applicants shall complete the following requirements in order to be considered for selection:

1. Three years of experience as a director or site supervisor in a child development program (current or prior).
2. Successful completion of a Director Mentor Information Session Webinar and a Director Mentor Institute as currently described in the *Program Manual* and as may be reasonably revised by the District.
3. The Director Mentor Application (see *Program Manual*) which includes information on the applicant's educational background, experience, statement of program philosophy, selection of items for *Program Administration Scale* (PAS) or *Business Administration Scale* (BAS) review, a QRIS Tier Rating (where applicable), and references.
4. Completion of a *Program Administration Scale* (PAS) or *Business Administration Scale* (BAS) interview by members of the Mentor Selection Committee. A site review of the applicant's worksite (if applicable).

F. Contractor agrees to provide the following resources for implementation of the program:

1. Facilities for the Mentor Teacher/Adult Supervision Course, Selection Committee training and meetings, the Mentor Seminar and the Director Seminar as currently described in the *Program Manual* and as may be reasonably revised by the District.
2. Funds for program costs in excess of amounts provided in Section A of this agreement.

G. Contractor agrees that in cases where active Mentors or Director Mentors from other Regional or Local Mentor Programs wish to apply to this college's program, acceptance and selection will be at the discretion of this college's Selection Committee based on space availability and other selection criteria.

H. District reserves the right to withdraw the resources listed in Section A for non-performance of activities and requirements listed in Sections B through G. Written notice of such withdrawal—and a procedure and timeline to appeal such a decision—will be provided to Contractor.

MEMORANDUM OF AGREEMENT FOR PARTICIPATION EDUCATION TO CAREER NETWORK (ETCN)

This MEMORANDUM OF AGREEMENT for the implementation of the Adult Education Block Grant (AEBG), appropriated as part of California Assembly Bill 104 and defined by Education Codes 84900-84920, is entered into this 11th day of October, 2016, by and among the member districts of the **EDUCATION TO CAREER NETWORK (ETCN)**, hereinafter called **ETCN**, represented by its fiscal agent, Vista Unified School District, and the Palomar Community College District, hereinafter called the **DISTRICT**, for a term of July 1, 2016 to June 30, 2017.

RECITAL

- A. Pursuant to AB86, which established regional adult education consortia based on California Community College District Boundaries, and the AB104 Adult Education Block Grant, which provided funding to regional consortia to implement their consortia plans and base funding to member K-12 school districts to continue to provide adult education services;
- B. The member districts forming the ETCN, with Vista Unified School District acting as its fiscal agent, pursuant to the ETCN's Regional Plan dated March 2015, hereinafter called the PLAN, wish to contract with the DISTRICT for the operation and management of certain Adult Education activities and services as required by the California Community College Chancellor's Office and the California Department of Education; and
- C. Whereas, the DISTRICT wishes to participate in and cooperate with the ETCN in the implementation of the Adult Education Block Grant; NOW THEREFORE, the parties agree as follows:

AGREEMENT

- A. For the purposes of this agreement, Addendum A is defined as the list of annual activities the DISTRICT will provide to the ETCN. Addendum B is the related fund distribution schedule. Addendum C is the 2016-17 program assurances as required by AB104.
- B. The DISTRICT shall:
 - 1. In accordance with the EDUCATION TO CAREER NETWORK (ETCN) Governance Charter, designate a primary representative and an alternate to serve on the Leadership Council, and ensure that the designated representative or alternate attends Leadership Council formal and informal meetings.
 - a. The Leadership Council is responsible for approving the use of the Adult Education Block Grant funds awarded by the state to the region served by Palomar College. Leadership Council representatives should:
 - i. Have a comprehensive understanding of the strategic implications and outcomes of the Plan and the *annual activities*;
 - ii. Appreciate the significance of the project for some or all major stakeholders and represent their interests;
 - iii. Act as an advocate for broad regional support for the outcomes of the Plan;
 - iv. Have a deep understanding of the region and its adult education, immigrant integration, and workforce development needs; and
 - v. Have the authority to make programmatic decisions involving adult education on behalf of their district.
 - b. In practice, this means that Leadership Council representatives will:

MEMORANDUM OF AGREEMENT FOR PARTICIPATION
EDUCATION TO CAREER NETWORK (ETCN)

- i. Ensure regular attendance and participation in both the formal and informal Leadership Council meetings;
 - ii. Take appropriate effort regularly to review the status of the *annual activities*;
 - iii. Represent their member district's interests, but act so that the region's need for comprehensive adult education services takes priority;
 - iv. Ensure the *annual activities* meet the requirements of the state, the ETCN Plan, and key stakeholders;
 - v. Help balance conflicting priorities and resources;
 - vi. Provide guidance to the ETCN Leadership Chair;
 - vii. Solicit and consider ideas and issues raised by community partners, faculty, students and other stakeholders;
 - viii. Check adherence of *annual activities* to standards of best practice both within their member districts and in a wider context;
 - ix. Foster positive communication outside of the Leadership Council regarding the *annual activities* and the Plan's progress and outcomes;
 - x. Report and evaluate member services whose outcomes may help achieve the Plan's objectives. Such service may include, but not be limited to, funding from WIOA Title II, Carl Perkins, CalWORKs, non-credit adult education and other grants.
- c. In accordance with the PLAN, the Governance Charter, and the Funding Philosophy, the Leadership Council will assure that funded activities align with the PLAN's objectives and will:
 - i. Prioritize activity objectives and outcomes as identified in the PLAN, and required by the state;
 - ii. Develop and approve an annual fund distribution schedule determining funding amounts and reporting responsibilities for each member for annual activities;
 - iii. Receive and certify deliverables as identified in the annual activities and the Plan, and as required by the state;
 - iv. Determine the need to amend either the annual activities or the Plan itself and approving such amendments.
- 2. In accordance with the PLAN, administer, supervise and conduct the courses and/or services as specified in Addendum A and comply with the seven Adult Education Program Areas identified by AEBG.
 - a. Programs in elementary and secondary skills, including those leading to a high school diploma or equivalency certificate.
 - b. Programs for immigrants in citizenship, ESL and workforce preparation.
 - c. Programs for adults, including, but not limited to, older adults that are primarily related to entry or reentry into the workforce.
 - d. Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically in school.
 - e. Programs for adults with disabilities.
 - f. Programs in career technical education that are short term in nature with high employment potential.

MEMORANDUM OF AGREEMENT FOR PARTICIPATION
EDUCATION TO CAREER NETWORK (ETCN)

- g. Programs offering pre-apprenticeship training conducted in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards.
 - 3. Ensure that all expenditures are in accordance with Addenda A and B and comply with the AEBG allowable expenditure provisions.
 - 4. Provide properly credentialed and qualified employees with payment for services to be based on the DISTRICT's established salary and benefit schedule.
 - 5. Work with higher education, workforce development entities, and industry partners to develop seamless transitions for adult education students in to post-secondary education, employment, and/or training.
 - 6. Provide necessary equipment, instructional supplies, and services – including purchasing, utilities, custodial and maintenance for each course and/or service at no cost to the ETCN unless provided for in Addendum A.
 - 7. Submit reports and data as requested by the ETCN, its fiscal agent, the California Community College Chancellor's Office, and the State Department of Education.
 - 8. Provide liability insurance or self-insurance coverage for all Adult Education courses and/or services as specified in Addendum A.
 - 9. Provide workers' compensation insurance or self-insurance coverage for DISTRICT employees supporting Adult Education courses and services as specified in Addendum A.
 - 10. Provide to the ETCN certificates of insurance and/or self-insurance covering liability and workers' compensation upon request.
 - 11. Comply with the provisions of Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity hereunder.
 - 12. Comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act which provides that no otherwise qualified disabled individual in the United States shall, solely by reason of the disability, be excluded from participation in, be denied the benefit of, denied access to, or be subjected to discrimination for any programs, activity receiving federal financial assistance.
 - 13. Provide assurance that facilities provided hereunder are accessible by disabled persons or provide access to a similar alternative program.
- C. The ETCN, through its fiscal agent, shall:
- 1. Receive and administer the grant funds and submit the required reports to account for the use of the grant funds.
 - 2. Pay the DISTRICT an amount equal to the percentage of AEBG funds received from the state in proportion to the DISTRICT's budgeted share of the funds as delineated in Addendum B.
 - 3. In conjunction with the Leadership Council, be responsible for the performance of any services provided through funds awarded under this grant by the partners, consultants, or other organizations.
- D. General Provisions
- 1. The DISTRICT shall account for all program costs incurred by the DISTRICT in providing courses and services and shall submit quarterly expenditure reports to the ETCN.
 - 2. The District shall furnish by September 1 of 2016 for the previous fiscal year any documents required for audit purposes.

**MEMORANDUM OF AGREEMENT FOR PARTICIPATION
EDUCATION TO CAREER NETWORK (ETCN)**

3. Notwithstanding any of the foregoing provisions of the agreement, if at any time during the term of this agreement the State of California fails to appropriate or allocate anticipated funds to the ETCN for the AEBG, the ETCN reserves the right to change the budget amounts in proportion to the district's share of the AEBG award as outlined in Addendum B with 30 days' notice to the DISTRICT.
4. If the DISTRICT is unable to continue current course offerings or to maintain program support levels because of this reduced funding, the DISTRICT, in its sole discretion, may terminate in all or in part course offerings and/or support services necessary to accommodate the reduced funding level.
5. The ETCN, through its fiscal agent, shall defend, indemnify, and hold the DISTRICT harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the ETCN, its officers, agents or employees. The DISTRICT shall defend, indemnify, and hold the ETCN harmless from and against any and all liability, loss, expense, reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, agents or employees.
6. All ETCN members as a condition of receiving funds must acknowledge the Adult Education Block Grant (AEBG) Program Assurances which are attached as Addendum C to this MOU.

For the DISTRICT:

For the ETCN:

Palomar Community College

Vista Unified School District (fiscal agent)

By: _____

Print Name: _____

Donna Caperton

Title: _____

Assistant Superintendent, Business Services

Authorized by Governing Board on:

PALOMAR COLLEGE

SUBJECT: Administrative Procedures

DESCRIPTION: Throughout the academic year the Policies and Procedures Committee monitors, reviews, and amends District Policies and Procedures. Following Committee approval they are submitted to the Strategic Planning Council for additional review and approval.

The following Administrative Procedures have undergone review through the Shared Governance Process and are presented to the Board as **information items**:

Procedure Number	Title	Comments
AP 3720	Computer and Network Use	SPC approved 10/4/16
AP 5011	Admission and concurrent enrollment of H.S. and other young students	SPC approved 9/20/16
AP 5500	Standards of Conduct	SPC approved 9/20/16
AP 5520 5530	Student Discipline Procedures Complaints & Grievances	SPC approved 9/20/16

GENERAL INSTITUTION

AP 3720 COMPUTER AND NETWORK USE

References:

California Education Code Title 5, Division 6, Sections 55184 and 58050;
Education Employment Relations Act 3543.1 (b) (PERB Laws Ch. 10, as of
01/01/2013 replaces Government Code 3543.1(b)) Government Code Section
3543.1(b);
~~California Government Code Section 3543.1(b);~~
Penal Code Section 502;
17 U.S.C. Sections 101 et seq. (federal copyright law);
California Const., Art. 1 Section 1;
Federal Rules of Civil Procedure, Rules 16, 26, 33, 34, 37, 45 and 56
Reference contracts/labor agreements

The District Computer and Network systems are the sole property of the District. They may not be used by any person without the proper authorization of the District. The Computer and Network systems are primarily for District instructional and work related purposes. ~~only, although incidental personal use is permitted as described below.~~

This procedure applies to all District students, faculty and staff and to others granted use of District information resources. This procedure refers to all District information resources whether individually controlled or shared, stand-alone or networked. It applies to all computer and computer communication facilities owned, leased, operated, or contracted by the District. ~~This includes personal computers, workstations, mainframes, minicomputers, laptops, tablets, smartphones, and associated peripherals, software and information resources,~~ regardless of whether used for administration, research, teaching or other purposes.

Conditions of Use

~~Individual units~~ Departments and Divisions within the District may define additional conditions of use for information resources under their control. These statements must be in writing and consistent with this overall procedure but may provide additional detail, guidelines and/or restrictions.

Legal Process

This procedure exists within the framework of the District Board Policy and state and federal laws. A user of District information resources who is found to have violated any of these policies may be subject to disciplinary action up to and including but not limited to loss of information resources privileges; disciplinary suspension or termination from

Language in yellow suggested by CCLC. Language in orange suggested by Administrative Services.

Date Approved: 10/21/2014; Revised:

(Replaces current Palomar College Procedures 512.1 and 512.2)

employment or expulsion; and/or civil or criminal legal action. Any disciplinary action will be in accordance with Board policy, negotiated labor agreements, the California Education Code, and/or Student Code of Conduct.

Copyrights and Licenses

Computer users must respect copyrights and licenses to software and other on-line information. (For copyright matters not related to software see BP/AP 3710)

- **Copying** - Software protected by copyright may shall not be copied except as expressly permitted by the owner of the copyright or otherwise permitted by copyright law. Protected software may shall not be copied into, from, or by any District facility or system, except pursuant to a valid license or as otherwise permitted by copyright law.
- **Number of Simultaneous Users** - The number and distribution of copies must be handled in such a way that does not violate the licensing rules of the product.
- ~~**Copyrights** - In addition to software, all other copyrighted information (text, images, icons, programs, etc.) retrieved from computer or network resources must be used in conformance with applicable copyright and other law. Copied material must be properly attributed. Plagiarism of computer information is prohibited in the same way that plagiarism of any other protected work is prohibited.~~

Integrity of Information Resources

Computer users must respect the integrity of computer-based information resources.

- **Modification or Removal of Equipment** - Computer users must not attempt to modify or remove computer equipment, software, or peripherals that are owned by others without proper authorization.
- **Unauthorized Use** – Computer users must not interfere with other's access and use of the District computers. This includes but is not limited to: the sending of chain letters or excessive messages, either locally or off-campus; printing excess copies of documents, files, data, or programs, running grossly inefficient programs when efficient alternatives are known by the user to be available; unauthorized modification of system facilities, operating systems, or disk partitions; attempting to crash or tie up a District computer or network; and damaging or vandalizing District computing facilities, equipment, software or computer files.
- **Unauthorized Programs** - Computer users must not intentionally:

Language in yellow suggested by CCLC. Language in orange suggested by Administrative Services.

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(Replaces current Palomar College Procedures 512.1 and 512.2)

- develop or use programs **or utilities** which disrupt other computer users or which
- access private or restricted portions of the system, ~~or which~~
- **damage the software or hardware components of the system. Computer users must ensure that they do not**
- use programs or utilities that interfere with other computer users or that modify normally protected or restricted portions of the system or user accounts.

The use of any unauthorized or destructive program will result in disciplinary action as provided in this procedure, and may further lead to civil or criminal legal proceedings.

Unauthorized Access and Usage

Computer users must not seek to gain unauthorized access to information resources and must not assist any other persons to gain unauthorized access.

- **Abuse of Computing Privileges** - Users of District information resources must not access computers, computer software, computer data or information, or networks without proper authorization, or intentionally enable others to do so, regardless of whether the computer, software, data, information, or network in question is owned by the District. For example, abuse of the networks to which the District belongs or the computers at other sites connected to those networks will be treated as an abuse of District computing privileges.
- **Reporting Problems** - Any defects discovered in system accounting or system security must be reported promptly to **Information Services the appropriate system administrator** so that steps can be taken to investigate and solve the problem.
- **Password Protection** - A computer user who has been authorized to use a password-protected account must keep their username and password secure and confidential. **Computer Users sharing shall not share** their username and password with others or **using** another person's username and password **either with or without their knowledge may be subject to disciplinary actions.**

Usage

Computer users must respect the rights of other computer users. Attempts to circumvent these mechanisms in order to gain unauthorized access to the system or to another person's information are a violation of District procedure and may violate applicable law.

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(Replaces current Palomar College Procedures 512.1 and 512.2)

- 128 • **Unlawful Messages** - Users **may not** use District information resources
129 electronic communication facilities to send defamatory, fraudulent, harassing,
130 obscene, threatening, or other messages that violate applicable federal, state or
131 other law or District policy, or which constitute the unauthorized release of
132 confidential information.
133
- 134 • **Commercial Usage** - Electronic communication facilities District information
135 resources **may not** be used to transmit commercial or personal advertisements,
136 solicitations or promotions (see Commercial Use, below). It is permissible for
137 students to post items for sale and for the local community to post room rental
138 notices on space provided on the Office of Student Affairs' website.
139
- 140 • **Information Belonging to Others** - Users must not intentionally seek or provide
141 information on, obtain copies of, or modify data files, programs, or passwords
142 belonging to other users, without the permission of those other users.
143
- 144 • **Rights of Individuals** - Users must not release any individual's (student, faculty,
145 and staff) personal information stored in District information resources to anyone
146 without proper authorization.
147
- 148 • **User identification** - Users shall not send communications or messages
149 anonymously or without accurately identifying the originating account or station.
150
- 151 • **Political, Personal and Commercial Use Limitations** - The District is a non-
152 profit, tax exempt organization and, as such, is subject to specific federal, state
153 and local laws regarding sources of income, political activities, use of property
154 and similar matters.
155
 - 156 1. **Political Use** - District information resources must not be used for partisan
157 political activities where prohibited by state, federal, or other applicable
158 laws.
159
 - 160 2. **Personal Use** - ~~District information resources should not be used for~~
161 ~~personal activities not related to appropriate District functions.~~ The
162 Computer and Network systems are primarily for District instructional and
163 work related purposes. During work hours incidental uses may be
164 allowed and may include checking non-district email accounts, the
165 weather, traffic, news, etc. for a brief period of time. Outside work hours,
166 district information resources may be used for personal activities in
167 compliance with board policies and procedures and state and federal laws.
168 Certain computers may be designated for "public use." ~~and non-District~~
169 ~~functions are allowed.~~ Examples of public use areas include designated
170 workstations in labs or the library.

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- 171
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175
176
3. **Commercial Use** - District information resources should not be used for commercial purposes. Users also are reminded that the “.edu” domain on the Internet has rules restricting or prohibiting commercial use, and users **may not** conduct activities not appropriate within that domain.

177 **Nondiscrimination**

178 All users have the right to be free from any conduct connected with the use of the
179 District’s network and computer resources which discriminates against any person on
180 the basis of the categories listed in Board Policy 3410 titled Nondiscrimination. No user
181 shall use the District network and computer resources to transmit any message, create
182 any communication of any kind, or store information which violates any District **policy or**
183 **procedure regarding discrimination or harassment.** ~~or which is defamatory or obscene,~~
184 ~~or which constitutes the unauthorized release of confidential information.~~
185

186 **Disclosure**

- 187
- 188 • **No Expectation of Privacy** – **Except as outlined in the collective bargaining**
189 **agreements with the Palomar Faculty Federation and Council of Classified of**
190 **Employees, the** District will exercise the right to access all uses of the District
191 network and computers only for legitimate District purposes, including, but not
192 limited to, ensuring compliance with this procedure; or integrity and security of the
193 system; to address system performance issues; or to access District information
194 when an employee is out sick or otherwise not on duty; or in response to a
195 subpoena or court order; or when specific written permission has been granted
196 by the Superintendent/ President. **Access to faculty members’ District issued**
197 **computers shall only be in accordance with Article 20.8.1 of the collective**
198 **bargaining agreement with the Palomar Faculty Federation.** In addition, users
199 should also be aware that Information Services, contractor or external agency
200 personnel may have incidental access to data contained in or transported by
201 network e-mail, voice mail, telephone and other systems in the course of routine
202 system operation, problem resolution and support. Employees and students have
203 no expectation of complete privacy in the use of the District network and
204 computers.
205
 - 206 • **Possibility of Disclosure** - Users must be aware of the possibility of unintended
207 disclosure of communications.
208
 - 209 • **Retrieval** - It is possible for information entered on or transmitted via computer
210 and communications systems to be retrieved, even if a user has deleted such
211 information.
212

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- **Public Records** - The California Public Records Act (Government Code Sections 6250 et seq.) includes computer transmissions in the definition of “public record” and nonexempt communications made on the District network and computer must be disclosed if requested by a member of the public.
- **Litigation** - Computer transmissions and electronically stored information may be discoverable in litigation.

Dissemination and User Acknowledgment

All users shall be provided access to copies of these procedures and be directed to familiarize themselves with them.

~~Users shall sign and date an acknowledgment and waiver, in a form prescribed by the Superintendent/President, stating that they have read and understand this procedure, and will comply with it.~~

Office of Primary Responsibility: Finance and Administrative Services

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STUDENT SERVICES

AP 5011 ADMISSION AND CONCURRENT ENROLLMENT OF HIGH SCHOOL AND OTHER YOUNG STUDENTS**References:**

Education Code Section 76000, 76001, 76002, 76003, 76004, 76038, 76140, and other cited sections;

To be considered for admission, minors under 18 years of age must have completed the eighth grade or reached the age of 16 15 and have permission of the local accredited school district. Home-schooled minors may enroll with permission of the local accredited school district or provide the Private School Affidavit from the County Office of Education. Minors under 16 years of age, with permission from an accredited public or private school and the Palomar faculty member(s), may enroll only in courses specified by the local school district or private school. Admission to the District does not guarantee enrollment in a class. The final decision as to whether a minor under the age of sixteen (16) may be enrolled in a class rests with the instructor. (California Education Code Sections 76000-76002).

To be considered for admittance as a special part-time student, the student must meet the eligibility standards as established in Education Code Sections 48800 and 76001.

Admission is subject to seat availability. The student must submit:

- the application for admission
- written and signed parental or guardian consent on the K-12 Minor Form
- written and signed approval of the principal or designee on the K-12 Minor Form and (**Note:** A parent or guardian of a pupil who is not enrolled in a public or private school may petition directly without the signature of a principal.) Parents of homeschooled students should provide a copy of the Private School Affidavit from the County Office of Education and sign their name as the administrator (principal) on the K-12 Minor Form.
- demonstration that the student is capable of profiting from instruction. Palomar College limits enrollment to 7 units for Fall and Spring Semester and to 5 units for the Summer Session. Students who have demonstrated academic success may petition using the K-12 Minor Unit Petition Form to take more units. Enrollment Services has the authority to make the final decision whether a student can benefit from instruction and whether a student can take more units than the established limits.)
- ~~the enrollment fee for special part-time students is waived. (0.5 units to 11.5 units)~~

To be considered for admission as a special fulltime student (~~over~~ 12 or more units), the student must meet the eligibility standards as established in Education Code Section 48800.05 and complete the K-12 Minor Form with the written and signed approval of the principal or designee, in addition, the principal or designee must sign the additional approval line authorizing fulltime attendance. K-12 students wishing to study full-time, must have demonstrated academic success and will also need to submit the K-12 Minor Unit Petition form.

~~The enrollment fee for special full-time students is not waived. Students will be responsible for all of the enrollment fees assessed.~~

Enrollment fees for special part-time students will be waived for fewer than 12 units. Special full-time students (12 or more units) will be responsible for the enrollment fee.

Non-resident fees for special part-time students will be waived based on the following criteria (Education Code section 76140):

- The student must be residing in California.
- The student must be attending a high school (public or private) in California.
- The student must be enrolled as a special part-time student in fewer than 12 units each semester or fewer than 15 units if participating in a CCAP as defined in this administrative procedure.
- The student must be recommended by the principal of the pupil's school and have parental permission to attend a community college.
- The exemption does not apply to special full-time students.
- This exemption does not apply to nonimmigrants ~~aliens~~ other than "T" and "U" nonimmigrant visa.
- Students receiving this nonresident tuition exemption do not receive resident status.

Students participating in a "College and Career Access Pathways" partnership (CCAP) will be considered a special part-time student for up to 15 units per term if all of the following circumstances are satisfied (Education Code section 76004(p)):

- The units constitute no more than four community college courses per term.
- The units are part of an academic program that is part of a CCAP partnership agreement.
- The units are part of an academic program that is designed to award both a high school diploma and an associate degree or a certificate or credential.

Furthermore, if the special part-time student who is participating in a CCAP Partnership meets all three of the aforementioned requirements, the college district must exempt the following community college fees pursuant to Education Code section 76004(q);

- Student representation fee. (Section 76060.5)

- Nonresident tuition fee and corresponding permissible “capital outlay” fee. (sections 76140, 76141, and 76142)
- Transcript fees. (Section 76223)
- Course enrollment fees. (Section 76300)
- Apprenticeship course fees. (Section 76350)
- Early Childhood Education Lab School fees: ~~Child Development Center~~ (Section 79121)

To be considered for admission as a special summer session student, the student must meet the eligibility standards as established in Education Code Section 76001. The student must submit:

- written and signed parental or guardian consent on the K-12 Minor Form
- written and signed approval of the principal or designee that the student has availed himself or herself of all opportunities to enroll in an equivalent course at the school of attendance and
- demonstration that the student has adequate preparation in the disciplines to be studied

All required documents must be submitted to the Office of Enrollment Services.

High School Students: For students attending high school, the guidance counselor will review the materials and will determine if the student has the abilities and sufficient preparation to benefit from instruction at a community college. The decision of the guidance counselor shall be final. This determination may be done by one or more of the following options:

- a review of the materials submitted by the student
- meeting with the student and the parent or guardian
- consultation with the Director of Enrollment Services or designate
- consideration of the welfare and safety of the student and others and/or
- consideration of local, state and/or federal laws

Students will not be admitted unless they have availed themselves of all opportunities to enroll in equivalent courses at their schools of attendance. Courses in which high school and other young students are permitted to enroll will be open to the entire District population and will be taught with the rigor appropriate to college-level courses in accordance with the approved course outline.

If a request for special part-time or fulltime enrollment is denied for a pupil who has been identified as highly gifted, the Governing Board shall provide written findings and reasons for the denial within 60 days. A recommendation regarding the request for admission and the denial shall be submitted to the Governing Board at a regularly

113 scheduled meeting that falls at least 30 days after the request for admission has been
114 submitted.

115 Office of Primary Responsibility: Enrollment Services

STUDENT SERVICES
REV5/13/16

AP 5500 STANDARDS OF STUDENT CONDUCT

References:

Education Code Sections 66300 and 66301;
ACCJC Accreditation Standards I.C.8 and 10 (*formerly II.A.7.b*)

The following student conduct shall constitute good cause for discipline (academic, administrative or both) including but not limited to the removal, suspension or expulsion of a student, and applies to all students.

1. Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty as defined by the Faculty Senate. Academic sanctions are the sole responsibility of the faculty member involved, further disciplinary sanctions are the prevue of the Office of Student Affairs.
2. Causing, attempting to cause, or threatening to cause physical injury to another person including but not limited to sexual assault or physical abuse as listed in AP 3540 Sexual Assaults on Campus.
3. 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 Police Chief. See AP 3530 Weapons on Campus for further details.
4. 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.
5. Committing or attempting to commit robbery, burglary or extortion.
6. Causing or attempting to cause damage to District property or to private property on campus including but not limited to arson and vandalism.
7. Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.

- 45 8. Willful or persistent smoking or vaping in any area where these have been prohibited
46 by law or by regulation of the college or the District. (Refer to AP 3570 Smoking
47 and/or Other Tobacco Use.)
48
- 49 9. Committing sexual harassment as defined by law or by District policies and
50 procedures. (Refer to AP 3540 Sexual Assaults on Campus.)
51
- 52 10. Engaging in harassing or discriminatory behavior based on disability, gender, gender
53 identity, gender expression, nationality, race or ethnicity, religion, sexual orientation,
54 or any other status protected by law. See AP 3430 Prohibition of Harassment and
55 BP 3410 Nondiscrimination for further details.
56
- 57 11. Engaging in intimidating conduct or bullying on District-owned or controlled property,
58 or at District sponsored or supervised functions through words or actions, including
59 direct physical contact; verbal assaults, such as teasing or name-calling; social
60 isolation or manipulation; and cyberbullying. See AP 3430 Prohibition of Harassment
61 and BP 3410 Nondiscrimination for further details.
62
- 63 12. Willful misconduct that results in injury or death or which results in cutting, defacing,
64 or other injury to any real or personal property owned by the District or on campus.
65
- 66 13. Disruptive behavior, willful disobedience, habitual profanity or vulgarity, or the open
67 and persistent defiance of the authority of, or persistent abuse of, college personnel.
68
- 69 14. Dishonesty; forgery; alteration or misuse of District documents, records or
70 identification; or knowingly furnishing false information to the District.
71
- 72 15. Failure to comply with directions of staff members of the District who are acting
73 within the scope of their employment.
74
- 75 16. Engaging in physical or verbal disruption of administrative procedures, public service
76 functions, authorized curricular, co-curricular, and extra-curricular activities or
77 preventing authorized guests from carrying out the purpose for which they are on
78 District property.
79
- 80 17. Unauthorized entry upon or use of District facilities.
81
- 82 18. Lewd, indecent or obscene conduct or expression on District-owned or controlled
83 property, or at District sponsored or supervised functions.
84
- 85 19. Engaging in expression which is obscene, libelous or slanderous, or which so incites
86 students as to create a clear and present danger of the commission of unlawful acts
87 on District premises, or the violation of lawful District regulations, or the substantial
88 disruption of the orderly operation of the District.
89

90 20. Persistent, serious misconduct where other means of correction have failed to bring
91 about proper conduct.

92
93 21. Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any
94 commercial purpose, of any contemporaneous recording of an academic
95 presentation in a classroom or equivalent site of instruction, including but not limited
96 to handwritten or typewritten class notes, except as permitted by any District policy
97 or administrative.

98
99 22. Violations of District policies and regulations, including, but not limited to, regulations
100 and policies related to smoking/vaping on campus, parking or driving on campus,
101 district computers, telecommunications, campus vehicles, and any and all other
102 District equipment and policies and regulations related to student organizations and
103 student and visitor symbolic expression.

104 105 **Discipline**

106 Students who engage in any of the above are subject to the procedures outlined in
107 AP 5520 titled Student Discipline Procedures. Students should contact the Office of
108 Student Affairs for additional information.

109 110 **Hearings/Holds**

111 Students failing to meet with the chief administrative officer or designee for a due
112 process hearing will have an administrative disciplinary hold placed on their record until
113 such hearing is conducted.

114 115 **Loss of Financial Aid**

116 In accordance with Education Code section 69810 a student who disrupts the peaceful
117 conduct of the activities of the campus including but not limited to those listed above
118 may become ineligible for state I financial aid if found to be in violation of Standards of
119 Student Conduct.

120
121 Students may contact the Office of Student Affairs or Governing Board Office if they
122 wish to obtain a copy of specific Education Code sections.

123 Office of Primary Responsibility: Student Services

STUDENT SERVICES
REV 5-13-16

AP 5530 STUDENT COMPLAINTS RIGHTS AND GRIEVANCES

References:

Education Code Section 76224(a);
Title IX Education Amendments of 1972
ACCJC Accreditation Eligibility Requirement 20:
ACCJC Accreditation Standard IV.D

The purpose of this procedure, through due process, is to provide a prompt and equitable resolving of student complaints and grievances. It is the responsibility of the student to provide proof of the alleged unjust action.

Definition of Terms

Complaint: A statement of dissatisfaction with an alleged unjust action that affects the status, rights, and/or privileges of a student. Complaints are excluded from the grievance process as they *do not* violate District policies or procedures, or local, state, or federal law. ~~Each student who has a complaint shall make a reasonable effort to resolve the matter following the complaint resolution process, with the person with whom the student has the complaint, then that person's immediate supervisor, and then, if needed, the college administration.~~

~~**Grievance:** A claim that a student has been the subject~~ statement of an alleged unjust action that affects the status, rights, and/or privileges of a student due to a violation of District policies or procedures, or local, state, or federal law. ~~or has been denied his/her rights by an employee of the District or another student. Excluded from the grievance process are any matters for which a specified method of complaint resolution is provided by law or by District policy (such as the Americans with Disabilities Act Complaint Procedure, the Sexual Harassment Complaint Procedure, Employee Discipline and Student Final Grade Appeal Procedure). The grievance process may not be used to change a District policy.~~

~~**Complaint:** A statement of dissatisfaction with a procedure, policy, application of a policy, or actions of an individual through which a student's rights were not violated or denied. Complaints are excluded from the grievance process and should be resolved with the individuals involved and the next level of supervision.~~

Appeal: An action taken to request a review of and possible change to the recommended resolution of the grievance.

Day: A day is a school day when classes are offered or exams scheduled, excluding Saturday.

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Ombudsperson: A person capable of mediating in a dispute without taking sides but with an interest in resolving an issue.

Informal Grievance Complaint Resolution Procedures Process

First, before initiating ~~formal grievance~~ complaint procedures, the student shall attempt to resolve the dispute with the district employee or other student, informally with the appropriate staff member and supervisor at the point of initial decision. The student should use the Informal Grievance Resolution Chart to ~~informally resolve his/her grievance.~~

If the dispute is not satisfactorily resolved with the district employee or other student, the student with the complaint should, as the second step in the process, arrange to speak with the employee's immediate supervisor (if the complaint is against an employee) or the Director of Student Affairs (if the complaint is against another student.)

If the complaint is not satisfactorily resolved with the immediate supervisor, it moves through the administrative chain, with a final decision rendered by the appropriate Vice-President.

- ~~1. The initial request must be made to the person in the area in which the dispute arose. This individual is identified in the First Level of the Informal Grievance Resolution Chart.~~
- ~~2. If the student still has not resolved his/her dispute at the First Level s/he should present his/her grievance to the administrator or administrative committee indicated in the Second Level on the Informal Grievance Resolution Chart.~~
- ~~3. The designated administrator or committee chairperson shall review and investigate the request and provide the student with a verbal or written notice of the decision within ten days of receipt of the request.~~

Formal Grievance Resolution Process

- ~~1. If a dispute is not satisfactorily resolved through the informal resolution process, the student may submit a formal grievance to the Director of Student Affairs. The formal~~ A student may initiate a grievance must be submitted to with the Director of Student Affairs within one semester ~~ninety (90) days~~ of the alleged violation. ~~student becoming aware of the dispute.~~ The student should prepare a document that obtain a Student Grievance form from the Student Affairs Office. The formal grievance submitted to the Director of Student Affairs must include the following:
 - a. A clear and concise statement of the grievance demonstrating violation of District policies or procedures, or local, state or federal law

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- 90 b. The name/s of the individual/s against whom the grievance is being filed and
91 factual data including dates, times, records, etc.
- 92 c. ~~Identification of the~~ The proposed resolution, corrective action, or remedy
93 being sought (exclusive of the grievance process as identified under
94 Definition of Terms: Grievance.)
- 95 d. A summary of actions already taken to resolve the issue
- 96 2. Following review of the formal grievance, the Director of Student Affairs shall
97 make a determination as to the appropriateness of allowing the grievance to go
98 forward. The following criteria should be taken into consideration when making
99 this determination:
- 100
- 101 a. Does the grievance involve matters for which a specified method of
102 complaint resolution is provided by law or by District policy (such as the
103 Americans with Disabilities Act Complaint Procedure, the Sexual
104 Harassment Complaint Procedure, Employee Discipline and Student Final
105 Grade Appeal Procedure)?
- 106 b. Is the resolution sought by the student reasonable given the circumstances
107 of the grievance articulated by the student?
- 108 c. Can the grievance be resolved through established process?
- 109 ~~d. That is, will a~~ Does the grievance committee have the authority jurisdiction to
110 ~~remedy the injustice or~~ restore the rights of the student and/or provide
111 resolution in line with the remedy being sought by the student?
- 112 e. Is the grievance timely? That is, has the student initiated the process within
113 legally mandated timelines [typically one (1) semester?] ~~ninety (90) days of~~
114 ~~becoming aware of the injustice?~~
- 115
- 116 3. If any of the above criteria are answered in the negative, the Director of Student
117 Affairs shall notify the student that the process cannot appropriately address their
118 grievance. This notice shall be delivered to the student either in person or by
119 U.S. mail within fourteen (14) days of receipt of the grievance by the Director of
120 Student Affairs. ~~The student shall be allowed to revise and resubmit the formal~~
121 ~~grievance for reconsideration.~~
- 122
- 123 4. Should the student desire to appeal the decision of the Director of Student
124 Affairs, he/she may should write a letter to the Assistant Superintendent/Vice
125 President for Student Services requesting examination of the case and reversal
126 of the Director's decision. This appeal letter must be received by the Assistant
127 Superintendent /Vice President for Student Services within twenty-one (21) days
128 of the date of the notice sent by the Director of Student Affairs.
- 129
- 130 5. The Assistant Superintendent Vice President for Student Services shall decide
131 within fourteen (14) days of receipt of the student's appeal whether to allow the

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grievance to go forward. The student shall be notified either in person or by U.S. mail of the decision of the Vice President. The Director of Student Affairs will be notified to allow the grievance to move forward if that is the decision of the Assistant Superintendent/Vice President.

6. The ~~Director of Student Affairs will appoint an ombudsperson. If the grievance is against the Director of Student Affairs, the~~ Assistant Superintendent /Assistant President for Student Services will appoint an ombudsperson acceptable to both sides involved in the grievance the student and the Director. If the grievance is against the Assistant Superintendent/Assistant Superintendent/Vice President for Student Services, the Assistant Superintendent/Vice President for Instruction will assume responsibility for resolution.
7. Within ten days after receipt of the Formal Grievance, the Ombudsperson will meet with the parties involved in the grievance prior to convening a conciliation conference. The Ombudsperson will attempt to reach resolution with the parties prior to or during the conciliation conference. If agreement is reached between the parties, a written statement signed by both parties shall be filed with the Vice President handling the grievance.
8. If no agreement is reached, a written request for a formal hearing ~~may~~ must be filed with the Director of Student Affairs. If ~~neither party the student~~ fails to submit a request for formal hearing within ten days after the conciliation conference, the matter will be considered closed. The Director of Student Affairs will notify each party in writing of closure.

Formal Hearing

1. Within ten days of receiving a written request for a formal hearing, the Director of Student Affairs will coordinate convening a ~~Student~~ Grievance Committee to conduct the hearing. The five member committee shall be composed as follows:
 - a. Two students appointed by the ASG President.
 - b. Two members from the constituency group of the person who the grievance is being filed against.
 - c. One District Vice President or designee who shall serve as committee chair
 - d. ~~Two faculty members appointed by the Faculty Senate President.~~
 - e. ~~One educational or classified administrator appointed by the Administrative Association President.~~
 - f. ~~If the grievance is against a classified employee, two classified employees will be appointed by the Grievance Officer for the CCE/AFT in lieu of two faculty members.~~

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~~g. The committee will select a chairperson.~~

Each party will be permitted two challenges to committee members for cause and one peremptory challenge. In the establishment of the Committee, the Director of Student Affairs will serve to coordinate the formation of the Committee and provide information needed to assist parties. ~~to the dispute in challenges to membership on the Committee and, if necessary, rule on challenges for cause.~~

2. The Student Grievance Committee shall:

- a. Receive a signed written statement from each party involved in the grievance specifying all relevant facts
- b. Hear testimony, examine witnesses, and receive all evidence pertaining to the case
- c. Wait for 15 minutes past the appointed time for the parties to the grievance to arrive at the hearing. If both have not appeared by the extended time frame, the Grievance Committee will determine how to proceed.
- d. Allow each party the right to be represented at the hearing by a student or staff member of the District ~~and to~~
- e. ~~q~~Question witnesses and testimony
- f. Evaluate the relevance and weight of testimony evidence; limit its investigation to matters identified in the formal grievance
- g. Make recommendations for disposition of the case in accordance with the proposed resolution, corrective action, or remedy being sought as identified in the grievance statement.
- ~~h. Provide Keep a transcript confidential audio recording of the proceeding which shall be kept in a confidential file for six months and which shall be made available to the parties to the grievance upon request. and shall be available at all times to the parties to the grievance~~
- i. Submit its findings of fact and recommended action to each party and the ~~Director of Student Affairs~~ appropriate Vice President within ten days of the formal hearing.

3. The formal hearing shall be closed to the public unless mutually agreed upon by the parties to the grievance.

Initial Appeal

1. Upon receipt of the Student Grievance Committee's decision, ~~either party~~, within five days, the student may submit a written appeal of the decision to the appropriate Assistant Superintendent/Vice President. The appeal must contain a clear and concise statement of the reason(s) for the appeal and include copies of

Text in yellow **highlight** on first page added as part of CCLC Update #26

Date Approved: SPC 04/08/2008

(Replaces current Palomar College Procedures 426, 430.3, 430.311, 430.312, 430.313, and 430.314)

the original grievance and all proposed resolutions and recommended decisions.
The Assistant Superintendent/Vice President may:

- a. Affirm the recommendation of the Student Grievance Committee.
- b. Modify the recommended decision.

Second Level Appeal Final Action

1. Upon receipt of the recommendation of the appropriate Assistant Superintendent/Vice-President, the parties to the grievance have five days to appeal the decision of the Vice President to the Superintendent/President.
2. If neither party submits a request for appeal within five days, the matter will be considered closed. The documentation will be kept by the Director of Student Affairs.
3. If an appeal is submitted to the Superintendent/President, it must contain clear, concise reason(s) for the appeal and include copies of the original grievance and all proposed resolutions and recommended decisions.
4. Within thirty days of receipt of the request for appeal, the Superintendent/President will review the written record and issue a written decision. The Superintendent/ President may:
 - a. Affirm the recommendation of the Student Grievance Committee
 - b. Affirm the recommendation of the appropriate Assistant Superintendent/Vice President
 - c. Modify the recommended action

Governing Board Appeal

1. If either party wishes to appeal the decision of the Superintendent/President, she/he must submit a request for an appeal to the Governing Board within ten days of receipt of the Superintendent/President's decision. The Governing Board reviews all written records and shall render a final decision within sixty days.
2. Requests for appeal must contain the following:
 - a. A clear and concise statement of the reason(s) for the appeal.
 - b. A file containing copies of the original grievance and all proposed resolutions and recommended decisions.
3. The decision of the Governing Board is final.
4. Documentation of the appeal will be kept by the Director of Student Affairs.

Time lines may be extended ~~TIME LINES MAY BE EXTENDED~~ BY MUTUAL AGREEMENT OF PARTIES TO THE GRIEVANCE AND DURING INTERSESSIONS

Text in yellow **highlight** on first page added as part of CCLC Update #26

Date Approved: SPC 04/08/2008

(Replaces current Palomar College Procedures 426, 430.3, 430.311, 430.312, 430.313, and 430.314)

~~AND THE SUMMER SESSION~~ when instructors and students ~~WHEN INSTRUCTORS~~
~~AND STUDENTS MIGHT NOT BE~~ are not available, such as intersession or summer
session. ~~ARE NOT AVAILABLE, SUCH AS INTERSESSION OR SUMMER SESSION.~~

~~Additional informal grievance resolution information is available in the Office of Student
Affairs.~~

A grievance may be withdrawn by the student at any time. However, the same
grievance shall not be filed again by the same student.

Students who make false or malicious charges against an employee of the District are
subject to disciplinary action as outlined in BP 5500 Standards of Conduct and AP 5520
Student Discipline Procedures.

Office of Primary Responsibility: Student Affairs

Text in yellow highlight on first page added as part of CCLC Update #26

Date Approved: SPC 04/08/2008

(Replaces current Palomar College Procedures 426, 430.3, 430.311, 430.312, 430.313, and 430.314)



Purchase Orders - Board Report

Page No. 1
Run Time 1:24:59 PM
Run Date September/29/2016

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
Equipment and Supplies					
0000012212	07/12/16	WAXIE INC	REPAIR/MAINT NONINSTR EQUIP	CUSTODIAL SERVICES	158.43
0000012213	07/12/16	WAXIE INC	NONINSTR SUPPLIES/MATERIALS	CUSTODIAL SERVICES	50,000.00
0000012562	08/24/16	SNAP-ON INDUSTRIAL	INSTR SUPPL/MATERIALS	TRADE & INDUSTRY DEPARTM	19.43
0000012562	08/24/16	SNAP-ON INDUSTRIAL	INSTR SUPPL/MATERIALS	DRAFTING TECHNOLOGY	518.07
0000012563	08/24/16	SNAP-ON INDUSTRIAL	INSTR SUPPL/MATERIALS	TRADE & INDUSTRY DEPARTM	19.43
0000012563	08/24/16	SNAP-ON INDUSTRIAL	INSTR SUPPL/MATERIALS	DRAFTING TECHNOLOGY	518.07
0000012567	08/24/16	B & H PHOTO-VIDEO INC	EQUIP INSTR, 5K OR MORE	OFFICE OFTHE VP INSTRUCT	5,000.52
0000012567	08/24/16	B & H PHOTO-VIDEO INC	EQUIP INSTR, 5K OR MORE	MEDIA STUDIES DEPARTMENT	22,523.28
0000012624	09/02/16	HP INC	EQ NONIN ADD 1K-4999; GUNS;CPU	AMBCS DIVISION DEAN	1,135.14
0000012625	09/02/16	HP INC	EQUIP TECH INSTR < 4900	BUSINESS ADMINISTRATION	339.56
0000012625	09/02/16	HP INC	EQUIP TECH INSTR < 4900	BUSINESS ADMINISTRATION	630.63
0000012626	09/06/16	PACIFIC COLLISION EQUIPMENT COMPANY	EQUIP TECH INSTR 5K OR MORE	AUTOMOTIVE TECHNOLOGY T&	32,453.47
0000012627	09/06/16	RAYMOND ALLYN BUSINESS SUPPLY	SUPPLIES, INSTITUTIONAL	OFFICE OFTHE VP INSTRUCT	1,271.48
0000012628	09/06/16	RAYMOND ALLYN BUSINESS SUPPLY	EQUIP NONINSTR, REPL 1K-4999	COUNSELING	2,175.12
0000012629	09/06/16	RAYMOND ALLYN BUSINESS SUPPLY	SUPPLIES, INSTITUTIONAL	OFFICE OFTHE VP INSTRUCT	4,016.90
0000012630	09/06/16	RAYMOND ALLYN BUSINESS SUPPLY	SUPPLIES, INSTITUTIONAL	OFFICE OFTHE VP INSTRUCT	1,043.15
0000012631	09/06/16	RAYMOND ALLYN BUSINESS SUPPLY	SUPPLIES, INSTITUTIONAL	OFFICE OFTHE VP INSTRUCT	2,765.57
0000012632	09/06/16	RAYMOND ALLYN BUSINESS SUPPLY	SUPPLIES, INSTITUTIONAL	OFFICE OFTHE VP INSTRUCT	6,696.32
0000012634	09/06/16	CREATION ENGINE INC	HARDWARE/SOFTWARE	GRAPHIC COMMUNICATION	34.00
0000012639	09/07/16	FASTENAL CO	INSTR SUPPL/MATERIALS	DIESEL MECHANIC TECH T&I	5,000.00
0000012641	09/07/16	4POINT	SOFTWARE UNDER \$5,000.00	PUBLIC AFFAIRS OFFICE	299.00
0000012642	09/07/16	DELL COMPUTER CORPORATION	EQ NONIN ADD 1K-4999; GUNS;CPU	TTIP SOUTH	3,150.87
0000012643	09/07/16	DELL COMPUTER CORPORATION	EQ INSTR ADD 1K-4999; GUNS;CPU	EMERGENCY MEDICAL ED	5,134.29



Purchase Orders - Board Report

Page No. 2
Run Time 1:24:59 PM
Run Date September/29/2016

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000012644	09/07/16	DELL COMPUTER CORPORATION	EQ INSTR ADD 1K-4999; GUNS;CPU	OFFICE OF THE VP INSTRUCT	4,754.87
0000012645	09/07/16	SNAP-ON INDUSTRIAL	EQUIP INSTR, 5K OR MORE	DIESEL MECHANIC TECH T&I	5,664.72
0000012645	09/07/16	SNAP-ON INDUSTRIAL	EQUIP INSTR, 5K OR MORE	DIESEL MECHANIC TECH T&I	7,956.24
0000012645	09/07/16	SNAP-ON INDUSTRIAL	EQUIP INSTR, 5K OR MORE	DRAFTING TECHNOLOGY	20,941.25
0000012646	09/08/16	STRATEGIC OPERATIONS INC	EQUIP INSTR, 5K OR MORE	EMERGENCY MEDICAL ED	36,000.00
0000012649	09/08/16	B & H PHOTO-VIDEO INC	EQUIP INSTR, REPL 1K - 4999	MEDIA STUDIES DEPARTMENT	8,408.64
0000012650	09/09/16	PHILIPS ELECTRONICS NORTH AMERICA CORP	EQUIP INSTR, 5K OR MORE	EMERGENCY MEDICAL ED	6,028.45
0000012650	09/09/16	PHILIPS ELECTRONICS NORTH AMERICA CORP	EQUIP INSTR, 5K OR MORE	EMERGENCY MEDICAL ED	31,649.51
0000012652	09/09/16	PARAMEDIC RESOURCES INC	INSTR SUPPL/MATERIALS	EMERGENCY MEDICAL ED	3,731.94
0000012654	09/09/16	COMPUTERLAND OF SILICON VALLEY	EQUIP TECH NONINSTR < 5000	VATEA	2,767.08
0000012655	09/09/16	CASAS-COMPREHENSIVE ADULT STUDENT ASSESS	SOFTWARE LICENSING FEES	ADULT ED BLOCK GRANT DEP	2,010.00
0000012658	09/09/16	NEW TECHNICAL SOLUTIONS INC	NONINSTR SUPPLIES/MATERIALS	CABINET & FURNITURE TECH	284.20
0000012661	09/12/16	ALL STAR SIGNS INC	OTHER PERSONAL/CONSULT SVCS	PUBLIC AFFAIRS OFFICE	60,000.00
0000012662	09/12/16	ARAMARK SERVICES	STUDENT OTHER SERVICES	EOPS	12,500.00
0000012663	09/12/16	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	2,685.27
0000012665	09/12/16	CCS PRESENTATION SYSTEMS INC	EQUIP INSTR, 5K OR MORE	DIESEL MECHANIC TECH T&I	5,761.12
0000012666	09/12/16	AIRGAS WEST	INSTR SUPPL/MATERIALS	WELDING	2,739.54
0000012667	09/12/16	AIRGAS WEST	INSTR SUPPL/MATERIALS	WELDING	1,273.97
0000012668	09/13/16	KONICA MINOLTA BUSINESS SOLUTIONS USA	LEASE/PURCHASE EQUIPMENT	OFFICE, VP HUMAN RESRCSVC	7,291.08
0000012669	09/13/16	BRILLIANT MARKETING IDEAS INC	ADVERTISE NOT REQ BY LAW	EOPS	865.41
0000012673	09/13/16	APPLE COMPUTER INC	EQUIP TECH INSTR < 4900	ECONOMICS	835.32
0000012676	09/14/16	B & H PHOTO-VIDEO INC	INSTR SUPPL/MATERIALS	MEDIA STUDIES DEPARTMENT	1,984.60
0000012676	09/14/16	B & H PHOTO-VIDEO INC	EQUIP INSTR, REPL 1K - 4999	MEDIA STUDIES DEPARTMENT	3,798.03



Purchase Orders - Board Report

Page No. 3
Run Time 1:24:59 PM
Run Date September/29/2016

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000012677	09/14/16	VWR SCIENTIFIC PRODUCTS	INSTR SUPPL/MATERIALS	CHEMISTRY	10,831.24
0000012680	09/14/16	TROXELL COMMUNICATIONS INC	EQ INSTR ADD 1K-4999; GUNS;CPU	ECONOMICS,HIST,POLSCI DE	8,370.00
0000012681	09/14/16	FLUID POWER TRAINING INSTITUTE	EQUIP INSTR, 5K OR MORE	DIESEL MECHANIC TECH T&I	11,857.73
0000012681	09/14/16	FLUID POWER TRAINING INSTITUTE	EQUIP INSTR, 5K OR MORE	DIESEL MECHANIC TECH T&I	35,573.17
0000012682	09/14/16	RAYMOND ALLYN BUSINESS SUPPLY	SUPPLIES, INSTITUTIONAL	HEA TRIO	1,674.00
0000012683	09/14/16	SCANTRON	EQ NONIN ADD 1K-4999; GUNS;CPU	ADULT ED BLOCK GRANT DEP	3,450.60
0000012685	09/14/16	CENGAGE LEARNING	SOFTWARE LICENSING FEES	AUTOMOTIVE TECHNOLOGY T&	3,202.50
0000012686	09/15/16	DELL COMPUTER CORPORATION	EQ INSTR ADD 1K-4999; GUNS;CPU	ADULT ED BLOCK GRANT DEP	2,368.78
0000012687	09/15/16	CCS PRESENTATION SYSTEMS INC	EQUIP INSTR, 5K OR MORE	DIESEL MECHANIC TECH T&I	6,726.24
0000012701	09/19/16	SIGMA ALDRICH INC	INSTR SUPPL/MATERIALS	CHEMISTRY	346.77
0000012704	09/19/16	DELL COMPUTER CORPORATION	EQ INSTR ADD 1K-4999; GUNS;CPU	OFFICE OF THE VP INSTRUCT	10,115.80
0000012708	09/20/16	ENTERPRISE INDUSTRIAL SUPPLY INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	2,716.20
0000012712	09/21/16	PACIFIC PLUMBING SPECIALTIES INC	REPAIR/MAINT BLDGS	PLUMBING	7,000.00
0000012714	09/21/16	RAYMOND ALLYN BUSINESS SUPPLY	NONINSTR SUPPLIES/MATERIALS	BUSINESS ADMINISTRATION	293.33
0000012714	09/21/16	RAYMOND ALLYN BUSINESS SUPPLY	NONINSTR SUPPLIES/MATERIALS	BUSINESS ADMINISTRATION	2,987.71
0000012716	09/21/16	PALOMAR COLLEGE BOOKSTORE/FOLLETT	BOOKSTORE TEXTBOOKS	OFFICE OF VP STUDENT SVC	40,000.00
0000012718	09/21/16	APPLE COMPUTER INC	EQUIP INSTRUCT ADDTNL > \$1,000	GRAPHIC COMMUNICATION	6,389.40
0000012719	09/21/16	APPLE COMPUTER INC	EQUIP TECH INSTR 5K OR MORE	MEDIA STUDIES DEPARTMENT	21,509.76
0000012724	09/22/16	APPLE COMPUTER INC	EQUIP TECH INSTR < 4900	ECONOMICS	1,051.32
0000012726	09/22/16	NEXTEL OF CALIFORNIA INC	TELEPHONE	INFORMATION SYSTMS & SVC	2,500.00
0000012731	09/23/16	DELL COMPUTER CORPORATION	SUPPLIES, INSTITUTIONAL	TUTORING SERVICES	64.80
0000012733	09/26/16	ULINE INC	NONINSTR SUPPLIES/MATERIALS	EMERGENCY MEDICAL ED	1,997.62
0000012736	09/26/16	ARAMARK SERVICES	STUDENT OTHER SERVICES	EOPS	3,750.00
0000012739	09/26/16	MATTER HACKERS INC	EQUIP INSTR, 5K OR MORE	GRAPHIC COMMUNICATION	9,920.39
0000012743	09/26/16	IHA PARTNERSHIP	REPAIR/MAINT BLDGS	TTIP SOUTH	14,000.00



Purchase Orders - Board Report

Page No. 4
Run Time 1:24:59 PM
Run Date September/29/2016

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000012752	09/28/16	BEST BUY GOV LLC	INSTR SUPPL/MATERIALS	OFFICE OF THE VP INSTRUCT	2,050.18
0000012753	09/28/16	SOUTH COAST COPY SYSTEMS	EQ NONIN ADD 1K-4999; GUNS; CPU	INTERNATIONAL STUDENT SV	1,486.28
0000012754	09/28/16	HP INC	HARDWARE/SOFTWARE	PUBLIC AFFAIRS OFFICE	767.96
0000012756	09/28/16	HP INC	EQUIP NONINSTR, REPL 1K-4999	COUNSELING	738.92
0000012759	09/28/16	COMPUTERLAND OF SILICON VALLEY	EQUIP INSTR, 5K OR MORE	NURSING EDUCATION	5,177.76
0000012763	09/29/16	B & H PHOTO-VIDEO INC	INSTR SUPPL/MATERIALS	MEDIA STUDIES DEPARTMENT	9,576.36
0000012765	09/29/16	NEW TECHNICAL SOLUTIONS INC	NONINSTR SUPPLIES/MATERIALS	OFFICE, VP HUMAN RESRCSVC	304.32
<i>Subtotal for Equipment and Supplies</i>					603,633.11
Advertising/Increases					
0000012623	09/02/16	JSJD MEDIA LLC	ADVERTISE NOT REQ BY LAW	PUBLIC AFFAIRS OFFICE	5,000.00
0000012672	09/13/16	ESCONDIDO CHAMBER OF COMMERCE	ADVERTISE NOT REQ BY LAW	PUBLIC AFFAIRS OFFICE	130.00
0000012675	09/14/16	SAN MARCOS CHAMBER OF COMMERCE	ADVERTISE NOT REQ BY LAW	PUBLIC AFFAIRS OFFICE	75.00
<i>Subtotal for Advertising/Increases</i>					5,205.00
Agreements/Services					
0000012293	07/19/16	SIMPLEXGRINNELL LP	REPAIR/MAINT BLDGS	FACILITIES DEPARTMENT	5,347.78
0000012362	07/26/16	ASBURY ENVIRONMENTAL SERVICES	WASTE DISPOSAL, HAZARDOUS	INSTL OBLIGATIONS FACILI	5,000.00
0000012427	08/03/16	CALIFORNIA TREE SERVICE INC	REPAIR/MAINT NONINSTR EQUIP	FACILITIES DEPARTMENT	3,000.00
0000012517	08/17/16	CHURCHILL GRAPHICS	PRINTING	PUBLIC AFFAIRS OFFICE	10,000.00
0000012595	08/29/16	WORKPLACE SERVICES INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	3,338.00
0000012607	08/31/16	GEARY, FRANK J	REPAIR/MAINT NONINSTR EQUIP	INSTL OBLIGATIONS FACILI	5,950.00
0000012621	09/01/16	ELECTRICAL SALES INC	EQUIP TECH NONINSTR < 5000	INFORMATION SYSTMS & SVC	2,559.99
0000012622	09/01/16	UNICON INC	OTHER PERSONAL/CONSULT SVCS	INSTL OBLIGATIONS INFO S	8,750.00
0000012635	09/06/16	NETWORK INDUSTRIES INC	REPAIR/MAINT NONINSTR EQUIP	BUSINESS SERVICES DEPART	1,000.00
0000012638	09/07/16	NETWORK KINECTION LLC	OTHER PERSONAL/CONSULT SVCS	VATEA	1,600.00
0000012647	09/08/16	TUTELA INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	2,138.08
0000012656	09/09/16	TABLEAU SOFTWARE INC	SOFTWARE LICENSING FEES	OFFICE OF VP STUDENT SVC	4,500.00



Purchase Orders - Board Report

Page No. 5
Run Time 1:24:59 PM
Run Date September/29/2016

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000012659	09/09/16	FORD, JENNIFER A	INDEPENDENT CONTRACTOR	TTIP SOUTH	15,000.00
0000012660	09/12/16	CCIE	MEMBERSHIP, DISTRICT	GOVERNING BOARD	450.00
0000012664	09/12/16	CALIFORNIA COMMUNITY COLLEGES	PUBLISHING EXPENSE	INSTITNL RESRCH&PLANG DE	3,900.00
0000012670	09/13/16	CI INC	FINGERPRINTING	GEAR UP	4,900.00
0000012674	09/13/16	NEAL ELECTRIC CORP	REPAIR/MAINT BLDGS	BUILDING SERVICES	2,000.00
0000012678	09/14/16	HEIBERG CONSULTING INC	MAINT AGR, SOFTWARE	TRIO-UPWARD BOUND	1,499.00
0000012679	09/14/16	HEIBERG CONSULTING INC	MAINT AGR, SOFTWARE	TRIO-UPWARD BOUND	1,499.00
0000012688	09/15/16	SOLAR CARE INC	REPAIR/MAINT BLDGS	EARLY CHLDHOOD ED LAB SC	3,470.00
0000012689	09/15/16	SD REMODELING	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	49,350.00
0000012690	09/15/16	ACCURATE SECURITY PROS INC	BUILDING BUILT IN FIXTURES	STUDENT HEALTH SERVICES	2,550.60
0000012691	09/15/16	SIERRA-CEDAR INC	INDEPENDENT CONTRACTOR	FISCAL SERVICES DEPARTMN	117,035.44
0000012702	09/19/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	TRIO-UPWARD BOUND	96.20
0000012702	09/19/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	TRIO-UPWARD BOUND	96.20
0000012702	09/19/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	GEAR UP	192.40
0000012703	09/19/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	TRIO-UPWARD BOUND	96.20
0000012703	09/19/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	TRIO-UPWARD BOUND	96.20
0000012703	09/19/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	GEAR UP	192.40
0000012705	09/19/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	TRIO-UPWARD BOUND	96.20
0000012705	09/19/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	TRIO-UPWARD BOUND	96.20
0000012705	09/19/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	GEAR UP	192.40
0000012706	09/19/16	TRIED & TRUE TUTORING LLC	OTHER PERSONAL/CONSULT SVCS	TRIO-UPWARD BOUND	1,875.00
0000012706	09/19/16	TRIED & TRUE TUTORING LLC	OTHER PERSONAL/CONSULT SVCS	TRIO-UPWARD BOUND	1,875.00
0000012710	09/21/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	TRIO-UPWARD BOUND	96.20
0000012710	09/21/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	TRIO-UPWARD BOUND	96.20
0000012710	09/21/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	GEAR UP	192.40



Purchase Orders - Board Report

Page No. 6
Run Time 1:24:59 PM
Run Date September/29/2016

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000012715	09/21/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	TRIO-UPWARD BOUND	96.20
0000012715	09/21/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	TRIO-UPWARD BOUND	96.20
0000012715	09/21/16	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	GEAR UP	192.40
0000012717	09/21/16	DRAMATISTS PLAY SERVICE	LICENSING FEE	THEATRE ARTS	600.00
0000012720	09/22/16	APPLIED MECHANICAL SOLUTIONS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	8,986.00
0000012721	09/22/16	BLACKBOARD CONNECT INC	LICENSING FEE	GENERAL LEDGER CONTROL	1,249.98
0000012721	09/22/16	BLACKBOARD CONNECT INC	LICENSING FEE	INSTL OBLIGATIONS INFO S	3,750.02
0000012723	09/22/16	CHRISTOPHER WILLIAM BRACAMONTE	FOOD FOR MEETINGS	OFFICE OF VP STUDENT SVC	2,646.00
0000012725	09/22/16	REGIONAL COMMUNICATIONS SYSTEM	MAINT AGR, EQUIP	CAMPUS POLICE	12,210.00
0000012727	09/22/16	ORACLE AMERICA INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	51,407.14
0000012728	09/23/16	KAREN PETERMAN CONSULTING CO	OTHER PERSONAL/CONSULT SVCS	TRIO-UPWARD BOUND	1,286.00
0000012728	09/23/16	KAREN PETERMAN CONSULTING CO	OTHER PERSONAL/CONSULT SVCS	TRIO-UPWARD BOUND	1,286.00
0000012729	09/23/16	MITCHELL1	SOFTWARE LICENSING FEES	DIESEL MECHANIC TECH T&I	2,470.80
0000012730	09/23/16	EXELIS VISUAL INFORMATION SOLUTIONS INC	SOFTWARE LICENSING FEES	OFFICE OF THE VP INSTRUCT	699.00
0000012732	09/23/16	NETWORK KINECTION LLC	OTHER PERSONAL/CONSULT SVCS	VATEA	3,200.00
0000012734	09/26/16	SAN DIEGO ELECTRICAL TRAINING TRUST	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	120,492.99
0000012735	09/26/16	AACC AMERICAN ASSOCIATION OF COMMUNITY C	MEMBERSHIP, DISTRICT	GOVERNING BOARD	9,031.50
0000012735	09/26/16	AACC AMERICAN ASSOCIATION OF COMMUNITY C	MEMBERSHIP, DISTRICT	GENERAL LEDGER CONTROL	9,031.50
0000012738	09/26/16	ACADEMIC SENATE	MEMBERSHIP, DISTRICT	GOVERNING BOARD	6,235.96
0000012742	09/26/16	DIAMOND ENVIRONMENTAL SERVICES LLC	REPAIR/MAINT BLDGS	BUILDING SERVICES	2,053.92
0000012744	09/26/16	SDICCCA	MEMBERSHIP, DISTRICT	GOVERNING BOARD	1,000.00
0000012745	09/26/16	ACADEMICWORKS, INC	MAINT AGR, SOFTWARE	FINANCIAL AID & SCHOLARS	4,134.37
0000012745	09/26/16	ACADEMICWORKS, INC	MAINT AGR, SOFTWARE	FINANCIAL AID & SCHOLARS	4,134.38



Purchase Orders - Board Report

Page No. 7
Run Time 1:24:59 PM
Run Date September/29/2016

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000012746	09/26/16	CUTTING EDGE AUDIO GROUP LLC	MAINT AGR, EQUIP	GENERAL LEDGER CONTROL	1,264.65
0000012746	09/26/16	CUTTING EDGE AUDIO GROUP LLC	MAINT AGR, EQUIP	EDUCATIONAL TELEVISION	2,529.30
0000012750	09/28/16	A O REED & CO	REPAIR/MAINT BLDGS	OFFICE,VP ADMINISTRATIV	1,000.00
0000012751	09/28/16	MW MECHANICAL INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	8,954.00
0000012755	09/28/16	YOUSCIENCE, LLC	INDEPENDENT CONTRACTOR	VATEA	12,500.00
0000012757	09/28/16	VORTEX INC	REPAIR/MAINT BLDGS	BUILDING SERVICES	1,173.80
0000012758	09/28/16	ADAMS,MARK	INDEPENDENT CONTRACTOR	THEATRE ARTS	600.00
0000012760	09/28/16	ACCURATE SECURITY PROS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	14,145.47
0000012764	09/29/16	DAIKIN APPLIED AMERICAS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	37,965.00
<i>Subtotal for Agreements/Services</i>					586,549.67
Repairs					
0000012640	09/07/16	DAIKIN APPLIED AMERICAS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	652.00
<i>Subtotal for Repairs</i>					652.00
Annual Maintenance/Service Agreements					
0000012111	06/29/16	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	ESCONDIDO CENTER	296.40
0000012113	06/29/16	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	ESCONDIDO CENTER	296.40
0000012115	06/29/16	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	MT. CARMEL CENTER	311.22
0000012118	06/29/16	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	BOEHM GALLERY	296.40
0000012120	06/29/16	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	COMPUTER SCI & INFO TECH	949.08
0000012151	07/05/16	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	STUDENT HEALTH SERVICES	467.40
0000012175	07/11/16	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	ART	325.00
0000012608	08/31/16	KONECRANES INC	REPAIR/MAINT NONINSTR EQUIP	TRADE & INDUSTRY DEPARTM	2,400.00
0000012653	09/09/16	DS WATERS OF AMERICA	MAINT AGR, EQUIP	CAMP PENDLETON CNTR	24.00
0000012671	09/13/16	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	CAMP PENDLETON CNTR	296.40
0000012693	09/15/16	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	MEDIA STUDIES DEPARTMENT	296.40
0000012694	09/15/16	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	MEDIA STUDIES DEPARTMENT	296.40



Purchase Orders - Board Report

Page No. 8
Run Time 1:24:59 PM
Run Date September/29/2016

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000012695	09/15/16	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	MEDIA STUDIES DEPARTMENT	296.40
0000012696	09/15/16	KNIGHT SECURITY & FIRE SYSTEMS	SECURITY GUARD SERVICES	FASHION	330.00
0000012697	09/15/16	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	PERFORMING ARTS DEPARTME	296.40
0000012699	09/15/16	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	WELLNESS CENTER	296.40
0000012700	09/15/16	KNIGHT SECURITY & FIRE SYSTEMS	INDEPENDENT CONTRACTOR	LANG & LIT DIV DEAN	924.00
0000012737	09/26/16	KONICA MINOLTA BUSINESS SOLUTIONS USA	MAINT AGR, EQUIP	PUBLIC AFFAIRS OFFICE	858.60
<i>Subtotal for Annual Maintenance/Service Agreements</i>					9,256.90
Prop M - Bond Money					
0000012612	08/31/16	KRC ROCK	BUILDING CONSTRUCTIONS	PROP M BOND	1,983.96
0000012633	09/06/16	G/M BUSINESS INTERIORS OF SAN DIEGO LLC	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	805.44
0000012636	09/06/16	TUTELA INC	BUILDING CONSTRUCTIONS	PROP M BOND	2,471.73
0000012637	09/06/16	FRONTIER FENCE COMPANY INC	BUILDING CONSTRUCTIONS	PROP M BOND	2,866.00
0000012648	09/08/16	CONSULTING & INSPECTION SERVICES, LLC	BLUEPRINT/INSPECTION SVCS	PROP M BOND	490,753.04
0000012651	09/09/16	HELIX ENVIRONMENTAL PLANNING INC	OTHER PERSONAL/CONSULT SVCS	PROP M BOND	32,100.00
0000012657	09/09/16	UNISOURCE SOLUTIONS INC	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	10,820.25
0000012709	09/20/16	WW GRAINGER INC	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	2,204.17
0000012713	09/21/16	RAYMOND ALLYN BUSINESS SUPPLY	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	3,343.04
0000012722	09/22/16	UNISOURCE SOLUTIONS INC	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	46,614.18
<i>Subtotal for Prop M - Bond Money</i>					593,961.81

<i>Total PO Count:</i>	153
<i>Total PO Amount:</i>	\$1,799,258.49



**Purchase Orders \$50,000 or More
Governing Board Report**

Page No. 1
Run Time 1:59:03 PM
Run Date Sep/29/2016

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000012213	07/12/16	WAXIE INC	NONINSTR SUPPLIES/MATERIALS	CUSTODIAL SERVICES	50,000.00
0000012648	09/08/16	CONSULTING & INSPECTION SERVICES, LLC	BLUEPRINT/INSPECTION SVCS	PROP M BOND	490,753.04
0000012661	09/12/16	ALL STAR SIGNS INC	OTHER PERSONAL/CONSULT SVCS	PUBLIC AFFAIRS OFFICE	60,000.00
0000012691	09/15/16	SIERRA-CEDAR INC	INDEPENDENT CONTRACTOR	FISCAL SERVICES DEPARTMN	117,035.44
0000012727	09/22/16	ORACLE AMERICA INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	51,407.14
0000012734	09/26/16	SAN DIEGO ELECTRICAL TRAINING TRUST	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	120,492.99



**US Department of Education
Washington, D.C. 20202
GRANT AWARD NOTIFICATION**

1	RECIPIENT NAME Palomar Community College District Instructional Services 1140 W Mission Rd San Marcos, CA 92069 - 1487	2	AWARD INFORMATION <table style="width:100%;"> <tr> <td style="width:60%;">PR/AWARD NUMBER</td> <td>P031S160113</td> </tr> <tr> <td>ACTION NUMBER</td> <td>1</td> </tr> <tr> <td>ACTION TYPE</td> <td>New</td> </tr> <tr> <td>AWARD TYPE</td> <td>Discretionary (Research and Development)</td> </tr> </table>	PR/AWARD NUMBER	P031S160113	ACTION NUMBER	1	ACTION TYPE	New	AWARD TYPE	Discretionary (Research and Development)											
PR/AWARD NUMBER	P031S160113																					
ACTION NUMBER	1																					
ACTION TYPE	New																					
AWARD TYPE	Discretionary (Research and Development)																					
3	PROJECT STAFF RECIPIENT PROJECT DIRECTOR Dan Sourbeer (760) 744-1150 dsourbeer@palomar.edu EDUCATION PROGRAM CONTACT Terrance Hilton (202) 453-6155 terrance.hilton@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE 888-336-8930 HELPDESK edcaps.user@ed.gov	4	PROJECT TITLE 84.031S Increasing HLI Student Participation, Persistence, and Completion in STEM Education																			
5	KEY PERSONNEL <table style="width:100%;"> <thead> <tr> <th style="text-align: left;"><u>NAME</u></th> <th style="text-align: left;"><u>TITLE</u></th> <th style="text-align: left;"><u>LEVEL OF EFFORT</u></th> </tr> </thead> <tbody> <tr> <td>Dan Sourbeer</td> <td>Project Director</td> <td>0 %</td> </tr> </tbody> </table>			<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Dan Sourbeer	Project Director	0 %													
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Dan Sourbeer	Project Director	0 %																				
6	AWARD PERIODS <table style="width:100%;"> <tr> <td style="width:30%;">BUDGET PERIOD</td> <td>10/01/2016 - 09/30/2017</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td>10/01/2016 - 09/30/2021</td> </tr> </table> FUTURE BUDGET PERIODS <table style="width:100%;"> <thead> <tr> <th style="text-align: left;"><u>BUDGET PERIOD</u></th> <th style="text-align: left;"><u>DATE</u></th> <th style="text-align: left;"><u>AMOUNT</u></th> </tr> </thead> <tbody> <tr> <td>2</td> <td>10/01/2017 - 09/30/2018</td> <td>\$647,195.00</td> </tr> <tr> <td>3</td> <td>10/01/2018 - 09/30/2019</td> <td>\$649,318.00</td> </tr> <tr> <td>4</td> <td>10/01/2019 - 09/30/2020</td> <td>\$648,358.00</td> </tr> <tr> <td>5</td> <td>10/01/2020 - 09/30/2021</td> <td>\$648,137.00</td> </tr> </tbody> </table>			BUDGET PERIOD	10/01/2016 - 09/30/2017	PERFORMANCE PERIOD	10/01/2016 - 09/30/2021	<u>BUDGET PERIOD</u>	<u>DATE</u>	<u>AMOUNT</u>	2	10/01/2017 - 09/30/2018	\$647,195.00	3	10/01/2018 - 09/30/2019	\$649,318.00	4	10/01/2019 - 09/30/2020	\$648,358.00	5	10/01/2020 - 09/30/2021	\$648,137.00
BUDGET PERIOD	10/01/2016 - 09/30/2017																					
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7	AUTHORIZED FUNDING <table style="width:100%;"> <tr> <td style="width:40%;">THIS ACTION</td> <td>\$649,806.00</td> </tr> <tr> <td>BUDGET PERIOD</td> <td>\$649,806.00</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td>\$649,806.00</td> </tr> </table>			THIS ACTION	\$649,806.00	BUDGET PERIOD	\$649,806.00	PERFORMANCE PERIOD	\$649,806.00													
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8	ADMINISTRATIVE INFORMATION <table style="width:100%;"> <tr> <td style="width:20%;">DUNS/SSN</td> <td>078750478</td> </tr> <tr> <td>REGULATIONS</td> <td>CFR PART 74, 75, 77, 79, 82, 84, 85, 86, 97, 98, and 99 EDGAR AS APPLICABLE 2 CFR AS APPLICABLE</td> </tr> <tr> <td>ATTACHMENTS</td> <td>1, 2, 3, 6, 8, 9, 11, 12, 13, 14, B OPE-2, E-3, E1, E2, E4, E5</td> </tr> </table>			DUNS/SSN	078750478	REGULATIONS	CFR PART 74, 75, 77, 79, 82, 84, 85, 86, 97, 98, and 99 EDGAR AS APPLICABLE 2 CFR AS APPLICABLE	ATTACHMENTS	1, 2, 3, 6, 8, 9, 11, 12, 13, 14, B OPE-2, E-3, E1, E2, E4, E5													
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9	LEGISLATIVE AND FISCAL DATA <table style="width:100%;"> <tr> <td style="width:30%;">AUTHORITY:</td> <td>PL 110-315 TITLE V HIGHER EDUCATION ACT, AS AMENDED</td> </tr> <tr> <td>PROGRAM TITLE:</td> <td>HIGHER EDUCATION - INSTITUTIONAL AID</td> </tr> </table>			AUTHORITY:	PL 110-315 TITLE V HIGHER EDUCATION ACT, AS AMENDED	PROGRAM TITLE:	HIGHER EDUCATION - INSTITUTIONAL AID															
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US Department of Education
Washington, D.C. 20202

P031S160113

GRANT AWARD NOTIFICATION

CFDA/SUBPROGRAM NO: 84.031S

FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
0201A	2016	2016	EP000000	B	J29	000	031	4101C	\$649,806.00

10

PR/AWARD NUMBER: P031S160113
RECIPIENT NAME: Palomar Community College District
Instructional Services
GRANTEE NAME: PALOMAR COMMUNITY COLLEGE DISTRICT FINANCING CORPORATION
1140 W MISSION RD,
SAN MARCOS, CA 92069 - 1415
PROGRAM INDIRECT COST TYPE: No Indirect cost allowed
PROJECT INDIRECT COST RATE: NA

TERMS AND CONDITIONS

- (1) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN.

If you subaward under this grant, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:

1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- (2) Unless this grant solely funds research, you must comply with new regulations regarding awards to faith-based organizations (FBOs) that provide beneficiary services under this grant or under a contract you award to provide beneficiary services under this grant. These new regulations clarify the rights of FBOs and impose certain duties on FBOs regarding the referral of beneficiaries they serve. See 34 CFR 75.52, 75.712-75.714, appendix A to part 75, and 2 CFR 3474.15. The Department has established a web page that provides guidance on the new regulations, including FAQs and other implementation tools, which is available at <http://www2.ed.gov/policy/fund/reg/fbci-reg.html>. If you have any questions about these regulations, please contact the Education Program Contact identified in Block 3 of this GAN.
- (3) Reimbursement of indirect costs is subject to the availability of funds and statutory and regulatory restrictions. The negotiated indirect cost rate agreement authorizes a non-Federal entity to draw down indirect costs from the grant awards. The following conditions apply to the below entities.

A. All entities (other than institutions of higher education (IHE))

The GAN for this grant award shows the indirect cost rate that applies on the date of the initial grant for this project. However, after the initial grant date, when a new indirect cost rate agreement is negotiated, the newly approved indirect cost rate supersedes the indirect cost rate shown on the GAN for the initial grant. This new indirect cost rate should be applied according to the period specified in the indirect cost rate agreement, unless expressly limited under EDGAR or program regulations. Any grant award with an approved budget can amend the budget to account for a change in the indirect cost rate. However, for a discretionary grant award any material changes to the budget which may impact the scope or objectives of the grant must be discussed with the program officer at the Department. See 34 CFR 75.560 (d)(3) (ii) (part 75 of EDGAR).



**US Department of Education
Washington, D.C. 20202**

P031S160113

GRANT AWARD NOTIFICATION

B. Institutions of higher education (IHE)

Under 2 CFR part 200, Appendix III, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), the Department must apply the negotiated indirect cost rate in effect on the date of the initial grant award to every budget period of the project, including all continuation grants made for this project. See 2 CFR Part 200, Appendix III, paragraph C.7. Therefore, the GAN for each continuation grant will show the original indirect cost rate and it applies to the entire period of performance of this project. If the indirect cost rate agreement that is applicable to this grant does not extend to the end of the grant's project period, the indirect cost rate set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.

Validity unknown

Digitally signed by Njeri Clark

Date: Mon Aug 22 17:33:32 EDT 2016



AUTHORIZING OFFICIAL

DATE

Board Agenda Item: Approval of Palomar Community College's Five Year Construction Plan

Proposed By: Dennis Astl, Manager, Construction & Facilities Planning

Overview: Each Community College District is required to submit a Five Year Construction Plan. The Plans outline and quantify the Capital needs of the District.

Discussion: The Five Year Construction Plan is consistent with the approved Facilities Master Plan. The Projects listed include:

- Library/LRC
- South Education Center
- Parking Structure & College Police
- M&O/Warehouse Building
- Student Services One Stop Shop
- Athletics/Kinesiology Complex
- North Education Center
- SSC Renovation
- Multidisciplinary Building II
- Arts & Music Building

The Plan identifies each project in terms of assignable square feet (ASF); space types (lab, lecture, office), programs and capacity loads (the amount of WSCH will be generated from each project).

Budget Implications: Failure to submit an approved Five Year Plan will negatively impact the ability of the District to compete successfully in Capital Outlay Funds

Recommendation: It is recommended the Governing Board approve the Five Year Construction Plan.

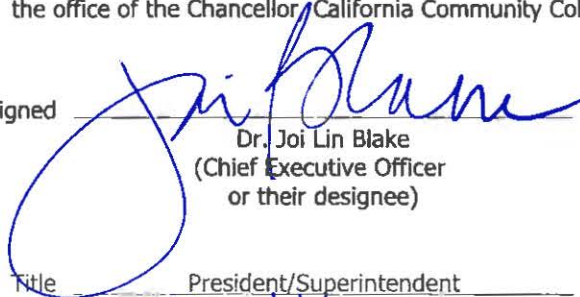
2018-22 FIVE YEAR CAPITAL OUTLAY PLAN
(2018-19 FIRST FUNDING YEAR)

Palomar CCD

Prepared in reference to the Community College Construction Act of 1980
and

approved on behalf of the local governing board for submission to
the office of the Chancellor, California Community Colleges

Signed



Dr. Joi Lin Blake
(Chief Executive Officer
or their designee)

Title

President/Superintendent

Date

9/1/16

Contact Person Chris Miller

Telephone (760) 744-1150

Date Received at
Chancellor's Office

Chancellor's Office
reviewed by

Notice of Approval

Inventory of Land

Palomar CCD

Page 3

List the address and acreage of every land unit owned by the district (Education Code 81821(e)). Please identify all locations, both on-campus and off-campus, grouped according to their "parent" institution. In the event the list is long or complicated, please substitute copies of college bulletins or other notices to the public which display similar information. The list should be current as of October the prior year

Address	Acreage
Escondido Center 1951 East Valley Parkway Escondido, CA 92027	8.0
Palomar College 1140 West Mission Rd San Marcos, CA 92069	200.0
North Education Center 35090 Horse Ranch Creek Rd. Fallbrook, CA 92028	80.0

Legislative Districts

Campus	Assembly	Senate	House
Palomar College	75	38	50
Escondido Center	75	38	50
Palomar North Ed Center			

Instructional Delivery Locations

Palomar CCD

Page 4

Address

Palomar College- Camp Pendleton
Bldg. 1331
Camp Pendleton, CA 92055

Fallbrook Education Center, Fallbrook High School
2400 S. Stage Coach Ln, Rm 117
Fallbrook, CA 92028

Ramona Education Center, Ramona High School
1401 Hanson Lane
Ramona, CA 92065

Riverside/ San Bernardino JATC
1655 E. Riverview Dr
San Bernardino, CA

San Diego Sheet Metal Joint Apprenticeship & Train
4596 Mission Gorge Place
San Diego, CA

Escondido Center
1951 East Valley Parkway
Escondido, CA 92027

Palomar College
1140 West Mission Rd
San Marcos, CA 92069

Cobblestone Village Apartments
360 East Washington
Escondido, CA 92027

Felicita Elementary School
737 W 13th Avenue
Escondido, CA

Mission Middle School
939 E Mission Ave
Escondido, CA

Pala Mission
3015 Pala Mission Road
Pala, CA

Paseo del Oro Apartments
432 W Mission Road
San Marcos, CA 92069

Public Safety Training Center
184 Santar Place
San Marcos, CA 92069

Instructional Delivery Locations

Palomar CCD

Page 5

Address

Sierra Vista Apartment Complex
422 Los Vallecitos Drive
San Marcos, CA 92069

City of Encinitas Fire Department
505 S Vulcan Avenue
Encinitas, CA

City of Escondido Fire Department
201 N Broadway
Escondido, CA

N. County Fire Protection District
315 E Ivy Street
Fallbrook, CA

Rancho SantaFe Fire Protection
16936 El Fuego
Rancho Santa Fe

SD Electrical Training Trust
4675 Viewridge Ave, Ste D
San Diego, CA

SD Electrical Training, Imperial Valley
2420 Imperial Business Park Dr
Imperial, CA

San Diego Training Center
8595 Miralani Drive
San Diego, CA

City of San Marcos Fire Department
1 Civic Center Drive
San Marcos, CA

City of Solana Beach Fire Department
500 Lomas Santa Fe
Solana Beach, CA

North Education Center
35090 Horse Ranch Creek Rd.
Fallbrook, CA 92028

City of Oceanside Fire Department
300 N. Coast Hwy.
Oceanside, CA 92054

San Marcos High School
1615 San Marcos Blvd.
San Marcos, CA 92069

Instructional Delivery Locations

Palomar CCD

Page 6

Address

St. Francis Catholic Church
525 West Vista Way
Vista, CA 92083

Mt. Carmel High School
9550 Carmel Mountain Rd.
San Diego, CA

Mission Hills High School
770 E. Mission Rd.
San Marcos, CA

Twin Oaks Golf Course
1425 N. Twin Oaks Valley Rd.
San Marcos, CA

Bonsall High School
7350 West Lilac Road
Bonsall, CA

Julian Branch Library
1850 Highway 78
Julian, CA

MAAC Project Head Start
800 Los Vallecitos
San Marcos, CA

Pioneer Elementary School
980 N. Ash
Escondido

Ramona Community Campus
1010 Ramona Street
Ramona, CA

Rancho Penasquitos Library
13330 Salmon River Road
San Diego, CA

St. John's Episcopal Church
434 N. Iowa Street
Fallbrook, CA

Valley Center Fire Protection
28234 Lilac Road
Valley Center, CA

San Pasqual High School
3300 Bear Valley Parkway
Escondido, CA

Instructional Delivery Locations

Palomar CCD

Page 7

Address

Vista High School
One Panther Way
Vista, CA

District Projects Priority Order

Palomar CCD

No.	Project	Occupancy	Source	Schedule of Funds						
				2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
1	Library/LRC 31,328	2017/2018 \$60,807,000	NonState	Palomar College						
2	Southern Education Center 85,800	2017/2018 \$74,250,000	NonState	Palomar College (C)(E)						
3	Parking Structure 12 & College Police 5,027	2017/2018 \$32,200,000	NonState	Palomar College (E)						
4	M&O/Warehouse Building -8,290	2017/2018 \$15,500,000	NonState	Palomar College (C)(E)						
5	Student Services One-Stop-Shop	2019/2020 \$26,844,000	NonState	Palomar College (P)(W)	(C)	(E)				
6	Athletics/Kinesiology Complex 23,000	2019/2020 \$62,500,000	NonState	Palomar College (P)(W)	(C)	(E)				
7	North Education Center 19,000	2020/2021 \$84,000,000	NonState	Palomar North Ed Center (P)	(W)	(C)	(E)			
8	SSC Renovation	2021/2022 \$26,800,000	NonState	Palomar College (P)(W)		(C)	(E)			
9	Multidisciplinary Building II 1,872	2021/2022 \$13,829,000	NonState	Palomar College		(P)(W)	(C)(E)			
10	Arts & Music Building 8,160	2021/2022 \$39,154,000	NonState	Palomar College		(P)(W)	(C)		(E)	

District Lecture Capacity/Load Ratios

Palomar CCD

No.	Project										
	Lect	ASF	WSCH	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
1	Library/LRC										
	3,250	7,576		2017/2018	269,051						
	Palomar College				139%						
2	Southern Education Center										
	37,000	86,247		2017/2018	355,298						
	Palomar College				183%						
7	North Education Center										
	7,000	16,317		2020/2021				371,615			
	Palomar North Ed Center							180%			
10	Arts & Music Building										
	1,537	3,583		2021/2022					375,198		
	Palomar College								178%		

			2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Lecture	Actual*/Projected WSCH		193,729	198,969	202,347	206,625	211,277	215,910	220,801
112,173	Cumulative Capacity		261,476	355,298	355,298	355,298	371,615	375,198	375,198
	Capacity/Load Ratio		135%	179%	176%	172%	176%	174%	170%

Five Year Construction Plan
District Laboratory Capacity/Load Ratios
 Palomar CCD

No.	Project									
	Lab ASF	WSCH	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
1	Library/LRC									
	5,000	3,333	2017/2018	88,199						
	Palomar College			149%						
2	Southern Education Center									
	1,000	585	2017/2018	88,784						
	Palomar College			150%						
6	Athletics/Kinesiology Complex									
	23,000	7,165	2019/2020			95,949				
	Palomar College					154%				
7	North Education Center									
	6,000	2,335	2020/2021				98,283			
	Palomar North Ed Center						153%			
9	Multidisciplinary Building II									
	-677	-74	2021/2022					98,209		
	Palomar College							149%		
10	Arts & Music Building									
	3,700	1,552	2021/2022					99,761		
	Palomar College							152%		

			2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Laboratory	Actual*/Projected WSCH		59,170	61,369	62,300	64,278	65,787	67,471	69,029
205,163	Cumulative Capacity		84,866	88,784	88,784	95,949	98,283	99,761	99,761
	Capacity/Load Ratio		143%	145%	143%	149%	149%	148%	145%

No.	Project								
	Off ASF	FTE	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023
1	Library/LRC 6,833 Palomar College	49	2017/2018	800 106%					
2	Southern Education Center 13,000 Palomar College	93	2017/2018	893 118%					
3	Parking Structure 12 & College Police 2,194 Palomar College	16	2017/2018	909 120%					
4	M&O/Warehouse Building 1,620 Palomar College	12	2017/2018	920 122%					
5	Student Services One-Stop-Shop 0 Palomar College	0	2019/2020			920 116%			
7	North Education Center 3,000 Palomar North Ed Center	21	2020/2021				942 115%		
8	SSC Renovation 0 Palomar College	0	2021/2022					942 113%	
9	Multidisciplinary Building II 1,749 Palomar College	12	2021/2022					954 115%	
10	Arts & Music Building 1,601 Palomar College	11	2021/2022					965 116%	

		2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Office	Actual*/Projected FTE	757	780	795	816	832	849	864
105,165	Cumulative Capacity	751	920	920	920	942	965	965
	Capacity/Load Ratio	99%	118%	116%	113%	113%	114%	112%

No.	Project	Lib ASF	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
1	Library/LRC	7,013	2017/2018	57,592						
	Palomar College			76%						
2	Southern Education Center	14,800	2017/2018	72,392						
	Palomar College			95%						
5	Student Services One-Stop-Shop	0	2019/2020			72,392				
	Palomar College					90%				
9	Multidisciplinary Building II	800	2021/2022					73,192		
	Palomar College							87%		
10	Arts & Music Building	300	2021/2022					73,492		
	Palomar College							87%		

		2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Library	Actual*/Projected ASF	75,893	79,159	80,468	82,967	84,560	86,486	88,262
50,579	Cumulative Capacity	50,579	72,392	72,392	72,392	72,392	73,492	73,492
	Capacity/Load Ratio	67%	91%	90%	87%	86%	85%	83%

No.	Project			2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
		AVTV ASF	Occupancy							
1	Library/LRC									
		-1,018	2017/2018	833						
	Palomar College			4%						

				2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
AV/TV	Actual*/Projected ASF			22,279	22,557	22,668	22,880	23,016	23,180	23,331
1,851	Cumulative Capacity			1,851	833	833	833	833	833	833
	Capacity/Load Ratio			8%	4%	4%	4%	4%	4%	4%

Load Distribution and Staff Forecast

Palomar CCD

Page 14

District Load Distribution

Reference: Chancellor's Office Forecast

	Instructional Staff FTE	Total Campus WSCH	Off-Campus WSCH	On-Campus WSCH	P.E. Laboratory WSCH	On-Campus Lecture WSCH	On-Campus Laboratory WSCH
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Actual Fall

2014	763	261,133	21,044	240,089	2,728	180,972	56,367
2015	659	266,903	20,963	245,940	3,998	185,332	56,610

Forecast

2016	742	272,802	21,288	251,514	4,088	189,536	57,890
2017	757	278,829	21,751	257,078	4,179	193,729	59,170
2018	780	284,986	20,436	264,550	4,212	198,969	61,369
2019	795	291,272	22,146	269,126	4,478	202,347	62,300
2020	816	297,701	22,211	275,490	4,587	206,625	64,278
2021	832	304,271	22,523	281,748	4,683	211,277	65,787
2022	849	310,176	22,026	288,150	4,769	215,910	67,471

Instructional Load by Campus or Location

Reference: Chancellor's Office Forecast

WSCH Distributed to Campuses or Other Locations

Campus	Actual			Projected						
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Palomar College	238,542	234,393	239,758	244,794	249,970	257,057	263,019	266,323	272,018	276,367
Escondido Center	21,808	21,822	21,311	21,824	22,306	19,949	19,806	16,374	16,431	15,509
Palomar North Ed Center	5,112	4,917	5,834	6,184	6,552	7,980	8,447	15,004	15,822	18,300
Total	<u>265,462</u>	<u>261,133</u>	<u>266,903</u>	<u>272,802</u>	<u>278,829</u>	<u>284,986</u>	<u>291,272</u>	<u>297,701</u>	<u>304,271</u>	<u>310,176</u>

Total District Library Load

Reference: Chancellor's Office Forecast of Day-Graded Enrollment

(a)	Total Day-Graded (b)	Number of Campuses (c)	Initial ASF (3,795/Camp) (d)	First 3,000 Day Graded (3.83/DG) (e)	Between 3k - 9k (3.39/DG) (f)	Above 9,000 (2.94/DG) (g)	Total ASF (d+e+f+g)
2016/2017	19,681	3	11,385	11,490	20,340	31,402	74,617
2017/2018	20,115	3	11,385	11,490	20,340	32,678	75,893
2018/2019	21,226	3	11,385	11,490	20,340	35,944	79,159
2019/2020	21,671	3	11,385	11,490	20,340	37,253	80,468
2020/2021	22,521	3	11,385	11,490	20,340	39,752	82,967
2021/2022	23,063	3	11,385	11,490	20,340	41,345	84,560
2022/2023	23,718	3	11,385	11,490	20,340	43,271	86,486

Library Load by Campus or Location

Reference: Chancellor's Office Forecast of Day-Graded Enrollment

Campus	2016	2017	2018	2019	2020	2021	2022
Palomar College	66,021 (88%)	67,977 (90%)	70,792 (89%)	71,962 (89%)	70,845 (85%)	72,020 (85%)	71,835 (83%)
Escondido Center	8,596 (12%)	7,916 (10%)	8,367 (11%)	8,505 (11%)	7,434 (9%)	7,585 (9%)	5,993 (7%)
Palomar North Ed Center	(0%)	(0%)	(0%)	(0%)	4,688 (6%)	4,955 (6%)	8,657 (10%)
Total	<u>74,617</u>	<u>75,893</u>	<u>79,159</u>	<u>80,468</u>	<u>82,967</u>	<u>84,560</u>	<u>86,486</u>

Total District AV, Radio, TV Load

Reference: Chancellor's Office Forecast of Day-Graded Enrollment

(a)	Total Day-Graded (b)	Number of Campuses (c)	Initial ASF (3,500/Camp) (d)	First 3,000 Day Graded (1.50/DG) (e)	Between 3k - 9k (0.75/DG) (f)	Above 9,000 (0.25/DG) (g)	Total ASF (d+e+f+g)
2016/2017	19,681	3	10,500	4,500	4,500	2,670	22,170
2017/2018	20,115	3	10,500	4,500	4,500	2,779	22,279
2018/2019	21,226	3	10,500	4,500	4,500	3,057	22,557
2019/2020	21,671	3	10,500	4,500	4,500	3,168	22,668
2020/2021	22,521	3	10,500	4,500	4,500	3,380	22,880
2021/2022	23,063	3	10,500	4,500	4,500	3,516	23,016
2022/2023	23,718	3	10,500	4,500	4,500	3,680	23,180

Load Distribution and Staff Forecast

Palomar CCD

Page 19

AV, Radio, TV Load by Campus or Location

Reference: Chancellor's Office Forecast of Day-Graded Enrollment

Campus	2016	2017	2018	2019	2020	2021	2022
Palomar College	19,616 (88%)	19,955 (90%)	20,172 (89%)	20,272 (89%)	19,537 (85%)	19,603 (85%)	19,253 (83%)
Escondido Center	2,554 (12%)	2,324 (10%)	2,384 (11%)	2,396 (11%)	2,050 (9%)	2,065 (9%)	1,606 (7%)
Palomar North Ed Center	(0%)	(0%)	(0%)	(0%)	1,293 (6%)	1,349 (6%)	2,320 (10%)
Total	<u>22,170</u>	<u>22,279</u>	<u>22,557</u>	<u>22,668</u>	<u>22,880</u>	<u>23,016</u>	<u>23,180</u>

**Palomar CCD
Report 17 Certification**

Certification of Inventory for Fiscal Year: 2015-16

Campus Name: **Palomar College**
Certified ASF: **584,135**
Certified OGSF: **847,439**

District Approval

<hr/>	<u> </u> / <u> </u> / <u> </u>
Authorized Signature	Date
 <hr/>	
Printed Name	

State Approval

 <hr/>	<u>11/4/15</u> <hr/>
Authorized Signature	Date

Included:

(2) Signed Copies of Report 17 Certification Sheet if the submission was not certified and submitted electronically by the CBO.

No.	Project									
	Lect ASF	WSCH	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
1	Library/LRC									
	3,250	7,576	2017/2018	206,737						
	Palomar College			119%						
2	Southern Education Center									
	37,000	86,247	2017/2018	292,984						
	Palomar College			168%						
10	Arts & Music Building									
	1,537	3,583	2021/2022					296,566		
	Palomar College							160%		

			2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Lecture	Actual*/Projected WSCH		174,271	175,644	178,800	181,204	185,200	188,797	192,458
85,440	Cumulative Capacity		199,161	292,984	292,984	292,984	292,984	296,566	296,566
	Capacity/Load Ratio		114%	167%	164%	162%	158%	157%	154%

Campus Laboratory Capacity/Load Ratios

Palomar College

No.	Project									
	Lab ASF	WSCH	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
1	Library/LRC									
	5,000	3,333	2017/2018	83,877						
	Palomar College			149%						
2	Southern Education Center									
	1,000	585	2017/2018	84,462						
	Palomar College			150%						
6	Athletics/Kinesiology Complex									
	23,000	7,165	2019/2020			91,627				
	Palomar College					159%				
9	Multidisciplinary Building II									
	-677	-74	2021/2022					91,553		
	Palomar College							153%		
10	Arts & Music Building									
	3,700	1,552	2021/2022					93,105		
	Palomar College							156%		

			2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Laboratory	Actual*/Projected WSCH		56,322	56,765	57,785	58,562	59,854	61,016	62,199
195,687	Cumulative Capacity		80,544	84,462	84,462	91,627	91,627	93,105	93,105
	Capacity/Load Ratio		143%	149%	146%	156%	153%	153%	150%

No.	Project									
	Off ASF	FTE	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
1	Library/LRC 6,833 Palomar College	49	2017/2018	747 103%						
2	Southern Education Center 13,000 Palomar College	93	2017/2018	840 115%						
3	Parking Structure 12 & College Police 2,194 Palomar College	16	2017/2018	856 117%						
4	M&O/Warehouse Building 1,620 Palomar College	12	2017/2018	868 119%						
5	Student Services One-Stop-Shop 0 Palomar College	0	2019/2020			868 114%				
8	SSC Renovation 0 Palomar College	0	2021/2022					868 110%		
9	Multidisciplinary Building II 1,749 Palomar College	12	2021/2022					880 112%		
10	Arts & Music Building 1,601 Palomar College	11	2021/2022					891 113%		

			2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Office	Actual*/Projected FTE		729	748	764	774	789	800	812
97,803	Cumulative Capacity		699	868	868	868	868	891	891
	Capacity/Load Ratio		96%	116%	114%	112%	110%	111%	110%

No.	Project	Lib ASF	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
1	Library/LRC	7,013	2017/2018	52,363						
	Palomar College			77%						
2	Southern Education Center	14,800	2017/2018	67,163						
	Palomar College			99%						
5	Student Services One-Stop-Shop	0	2019/2020			67,163				
	Palomar College					93%				
9	Multidisciplinary Building II	800	2021/2022					67,963		
	Palomar College							94%		
10	Arts & Music Building	300	2021/2022					68,263		
	Palomar College							95%		

		2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Library	Actual*/Projected ASF	67,977	70,792	71,962	70,845	72,020	71,835	73,169
45,350	Cumulative Capacity	45,350	67,163	67,163	67,163	67,163	68,263	68,263
	Capacity/Load Ratio	67%	95%	93%	95%	93%	95%	93%

No.	Project	AVTV ASF	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
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1 Library/LRC

-1,018

2017/2018

633

Palomar College

3%

		2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
AV/TV	Actual*/Projected ASF	19,955	20,172	20,272	19,537	19,603	19,253	19,341
1,651	Cumulative Capacity	1,651	633	633	633	633	633	633
	Capacity/Load Ratio	8%	3%	3%	3%	3%	3%	3%

Load Distribution and Staff Forecast

Palomar College

Campus Load Distribution

Reference: Chancellor's Office Forecast

	Instructional Staff FTE	Total Campus WSCH	Off-Campus WSCH	On-Campus WSCH	P.E. Laboratory WSCH	On-Campus Lecture WSCH	On-Campus Laboratory WSCH
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Actual Fall

2014	747	234,393	16,126	218,267	2,728	162,369	53,148
2015	633	239,758	15,129	224,629	3,998	166,742	53,889

Forecast

2016	715	244,794	15,104	229,690	4,088	170,499	55,103
2017	729	249,970	15,198	234,772	4,179	174,271	56,322
2018	748	257,057	20,436	236,621	4,212	175,644	56,765
2019	764	263,019	22,146	240,872	4,288	178,800	57,785
2020	774	266,323	22,211	244,112	4,345	181,204	58,562
2021	789	272,018	22,523	249,495	4,441	185,200	59,854
2022	800	276,367	22,026	254,340	4,527	188,797	61,016

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	638.3		638.3
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	32.0		32.0
Department Administrators	45.0		45.0
Librarians			
Include certificated director of audio/visual, et. al.	8.0	8.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	5.0	5.0	
Fall 2016 Totals	728.3	13.0	715.3

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	651.8		651.8
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	33.0		33.0
Department Administrators	45.0		45.0
Librarians			
Include certificated director of audio/visual, et. al.	9.0	9.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	5.0	5.0	
Fall 2017 Totals	743.8	14.0	729.8

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	670.3		670.3
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	33.0		33.0
Department Administrators	45.0		45.0
Librarians			
Include certificated director of audio/visual, et. al.	9.0	9.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	5.0	5.0	
Fall 2018 Totals	762.3	14.0	748.3

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	685.8		685.8
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	34.0		34.0
Department Administrators	45.0		45.0
Librarians			
Include certificated director of audio/visual, et. al.	9.0	9.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	5.0	5.0	
Fall 2019 Totals	778.8	14.0	764.8

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	694.4		694.4
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	34.0		34.0
Department Administrators	46.0		46.0
Librarians			
Include certificated director of audio/visual, et. al.	9.0	9.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	5.0	5.0	
Fall 2020 Totals	788.4	14.0	774.4

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Load Distribution and Staff Forecast

Palomar College

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	709.3		709.3
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	34.0		34.0
Department Administrators	46.0		46.0
Librarians			
Include certificated director of audio/visual, et. al.	9.0	9.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	5.0	5.0	
Fall 2021 Totals	803.3	14.0	789.3

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	720.6		720.6
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	34.0		34.0
Department Administrators	46.0		46.0
Librarians			
Include certificated director of audio/visual, et. al.	9.0	9.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	5.0	5.0	
Fall 2022 Totals	814.6	14.0	800.6

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Cum Sum of Existing and Proposed Space, 2017 - 2023

Palomar College

Page 34

Cumulative Summary of Existing and Proposed Areas, 2017-2023

Priority and Year of Occupancy (a)	Classroom 100's (b)	Laboratory 200's (c)	Office 300's (d)	Library 400's (e)	AV Radio TV 530 - 535 (f)	P.E. 520 - 525 (g)	Assembly 610 - 625 (h)	Inactive 050 - 070 (i)	All Other Areas (j)	Total ASF (k)
Total ASF	85,440	195,687	97,803	45,350	1,651	41,602	19,032	429	97,141	584,135
1 2017/2018 Library/LRC	3,250 88,690	5,000 200,687	6,833 104,636	7,013 52,363	-1,018 633				10,250 107,391	31,328 615,463
2 2017/2018 Southern Education Center	37,000 125,690	1,000 201,687	13,000 117,636	14,800 67,163					20,000 127,391	85,800 701,263
3 2017/2018 Parking Structure 12 & College Police			2,194 119,830						2,833 130,224	5,027 706,290
4 2017/2018 M&O/Warehouse Building			1,620 121,450						-9,910 120,314	-8,290 698,000
5 2019/2020 Student Services One-Stop-Shop										
6 2019/2020 Athletics/Kinesiology Complex		23,000 224,687								23,000 721,000
8 2021/2022 SSC Renovation										
9 2021/2022 Multidisciplinary Building II		-677 224,010	1,749 123,199	800 67,963						1,872 722,872
10 2021/2022 Arts & Music Building	1,537 127,227	3,700 227,710	1,601 124,800	300 68,263					1,022 121,336	8,160 731,032
Total Existing and Proposed Space										
	127,227	227,710	124,800	68,263	633	41,602	19,032	429	121,336	731,032

Capacity of Net Existing On-Campus ASF

Palomar College

Classrooms, Classroom Service (Room Type 100's)

	Net ASF	ASF/100 WSCH	Capacity WSCH
Totals	85,440	42.9	199,161

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
0100 Agriculture and Natural Resources		492		0956 Manufacturing and Industrial Technology	37,944	385	9,856
0116 Agricultural Power Equipment Technology		856		1000 Fine and Applied Arts	53,278	257	20,731
0200 Architecture and Related Technologies		257		1100 Foreign Language		150	
0300 Environmental Sciences and Technologies		235		1200 Health	9,319	214	4,355
0400 Biological Sciences	16,277	235	6,926	1300 Family and Consumer Sciences	1,348	257	525
0500 Business and Management	4,645	128	3,629	1400 Law		150	
0600 Media and Communications	9,273	214	4,333	1500 Humanities (Letters)	10,672	150	7,115
0700 Information Technology	8,427	171	4,928	1600 Library Science	29	150	19
0800 Education	2,313	321	721	1700 Mathematics		150	
0900 Engineering & Industrial Technologies	9,041	321	2,817	1800 Military Studies		214	
0945 Industrial Systems Technology and Maintenance		556		1900 Physical Sciences	21,947	257	8,540
0946 Environmental Control Technology (HVAC)		556		2000 Psychology	1,566	150	1,044
0947 Diesel Technology		856		2100 Public and Protective Services		214	
0948 Automotive Technology		856		2200 Social Sciences	4,570	150	3,047
0949 Automotive Collision Repair		856		3000 Commercial Services		214	
0950 Aeronautical and Aviation Technology		749		4900 Interdisciplinary Studies	5,038	257	1,960
0952 Construction Crafts Technology		749					
				Totals	195,687		80,544
				Campus Avg Lab ASF/100 WSCH		243	

Office and Office Service Areas (Room Type 300's)

	Net ASF	ASF per FTE	Capacity FTE
Totals	97,803	140	699

Project Intent And Scope

Palomar College

District Priority : **1 Library/LRC**Project Type : ☐ Site Acquisition☐ New Construction☐ Reconstruction☐ Replacement☐ Infrastructure☐ Equipment

Total Estimated Costs : \$60,807,000

Anticipated Source(s) of Funds : Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2013/2014	2013/2014	2014/2015	2015/2016	2017/2018
Estimated Cost		\$1,478,000	\$2,006,000	\$55,073,000	\$2,250,000	

Explain why this project is needed:

This project will construct a new library/learning resource center at the heart of the San Marcos Campus. The proposed project addresses a critical shortage of library and AV/TV space by providing a facility that fully supports both digital technology and traditional print media. This project will result in a sustainable, energy efficient, and student friendly 77,000 ASF Library/Learning Resource Center. This proposal is an essential instructional support facility that will enhance student learning, foster collaborative projects and provide faculty support for innovation.

Project Intent And Scope

Palomar College

District Priority No.: **1 Library/LRC****Outline of Project Space - Buildings and Remodelings**

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary	3,250	5,000	10,250	43,000	900	10,250	72,650
Project Secondary			-3,417	-35,987	-1,918		-41,322
Project Net ASF	3,250	5,000	6,833	7,013	-1,018	10,250	31,328

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	3,250	42.9	7,576

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

Primary Effect				Secondary Effect			
TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
1600 Library Science	5,000	150	3,333				
Laboratory Totals	5,000		3,333				

	Net ASF	ASF per FTE	Capacity FTE
Office and Office Service Areas (Room Type 300's)			
Office Totals	6,833	140	48.81

Project Intent And Scope

Palomar College

Page 38

District Priority : **2 Southern Education Center**Project Type : ☐ Site Acquisition☐ New Construction☐ Reconstruction☐ Replacement☐ Infrastructure☐ Equipment

Total Estimated Costs : \$74,250,000

Anticipated Source(s) of Funds : Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2013/2014	2013/2014	2016/2017	2016/2017	2017/2018
Estimated Cost		\$1,300,000	\$1,950,000	\$38,000,000	\$3,000,000	

Explain why this project is needed:

The District Educational Master Plan and the Chancellor's Office Long Range Capital Outlay Plan have identified a need for the District to establish an Educational Center in the Southern portion of the Palomar Community College District. This will replace three existing, staffed, outreach centers located at Mt. Carmel High School, Poway High School, and Ramona High School. The services we can offer are severely limited by the amount of space the high schools can lease to us in their off hours. The establishment of a center will allow us to more fully serve the needs of those within our district by additional course offerings and daytime offerings by constructing an initial building of 20,000 ASF.

Project Intent And Scope

Palomar College

District Priority No.: **2 Southern Education Center****Outline of Project Space - Buildings and Remodelings**

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary	37,000	1,000	13,000	14,800		20,000	85,800
Project Secondary							
Project Net ASF	37,000	1,000	13,000	14,800		20,000	85,800

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	37,000	42.9	86,247

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

Primary Effect				Secondary Effect			
TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
0700 Information Technology	1,000	171	585				
Laboratory Totals	1,000		585				

	Net ASF	ASF per FTE	Capacity FTE
Office and Office Service Areas (Room Type 300's)			
Office Totals	13,000	140	92.86

Project Intent And Scope

Palomar College

Page 40

District Priority : **3 Parking Structure 12 & College Police**

Project Type : ☐ Site Acquisition ☒ New Construction ☐ Reconstruction
☐ Replacement ☐ Infrastructure ☐ Equipment

Total Estimated Costs : \$32,200,000

Anticipated Source(s) of Funds : Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2014/2015	2014/2015	2015/2016	2016/2017	2017/2018
Estimated Cost		\$1,000,000	\$2,000,000	\$28,700,000	\$500,000	

Explain why this project is needed:

The purpose of this project is to increase student parking capacity by 1,200 spaces and redirect the existing loop road to access the new parking area. This project will be constructed in the location of the existing Child Development Center. A new Child Development Center will be constructed and opened in 2014/2015 allowing the District to construct this project. The additional parking spaces built with this project will also allow the District to construct future facilities for Athletics on existing parking lots.

Project Intent And Scope

Palomar College

District Priority No.: **3 Parking Structure 12 & College Police****Outline of Project Space - Buildings and Remodelings**

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary			3,650			4,000	7,650
Project Secondary			-1,456			-1,167	-2,623
Project Net ASF			2,194			2,833	5,027

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

Primary Effect				Secondary Effect			
TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
Laboratory Totals	0						0

	Net ASF	ASF per FTE	Capacity FTE
Office and Office Service Areas (Room Type 300's)			
Office Totals	2,194	140	15.67

Project Intent And Scope

Palomar College

Page 42

District Priority : **4 M&O/Warehouse Building**Project Type : ☐ Site Acquisition☒ New Construction☐ Reconstruction☒ Replacement☐ Infrastructure☐ Equipment

Total Estimated Costs : \$15,500,000

Anticipated Source(s) of Funds : Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2015/2016	2015/2016	2016/2017	2016/2017	2017/2018
Estimated Cost		\$1,000,000	\$2,000,000	\$12,000,000	\$500,000	

Explain why this project is needed:

The purpose of this project is to relocate the Warehouse and Maintenance & Operations areas to a newly acquired property to the south west corner of the campus. The land currently occupied by these functions is needed for the relocation of Athletic Fields in the Athletics/Kinesiology Complex project.

District Priority No.: **4 M&O/Warehouse Building****Outline of Project Space - Buildings and Remodelings**

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary			6,400			19,500	25,900
Project Secondary			-4,780			-29,410	-34,190
Project Net ASF			1,620			-9,910	-8,290

Project Net Capacity

Classrooms, Classroom Service (Room Type 100's)	Net ASF	ASF/100 WSCH	Capacity WSCH
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

Primary Effect				Secondary Effect			
TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
Laboratory Totals	0				0		0

Office and Office Service Areas (Room Type 300's)	Net ASF	ASF per FTE	Capacity FTE
Office Totals	1,620	140	11.57

Project Intent And Scope

Palomar College

Page 44

District Priority : **5 Student Services One-Stop-Shop**Project Type : ☐ Site Acquisition☐ New Construction☒ Reconstruction☐ Replacement☐ Infrastructure☐ Equipment

Total Estimated Costs : \$26,844,000

Anticipated Source(s) of Funds : Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2016/2017	2016/2017	2017/2018	2018/2019	2019/2020
Estimated Cost		\$1,154,000	\$1,690,000	\$22,500,000	\$1,500,000	

Explain why this project is needed:

The purpose of the project is to improve student access to Student Services by consolidating functions in a convenient, easy-to-find, one-stop shop on the campus of Palomar College. The project will renovate and expand the existing Library LL Building #54.

Project Intent And Scope

Palomar College

District Priority No.: **5 Student Services One-Stop-Shop****Outline of Project Space - Buildings and Remodelings**

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary			18,974	2,480		2,485	23,939
Project Secondary			-18,974	-2,480		-2,485	-23,939
Project Net ASF							0

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

Primary Effect				Secondary Effect			
TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
Laboratory Totals	0				0		0

	Net ASF	ASF per FTE	Capacity FTE
Office and Office Service Areas (Room Type 300's)			
Office Totals	0	140	0.00

Project Intent And Scope

Palomar College

Page 46

District Priority : **6 Athletics/Kinesiology Complex**Project Type : ☐ Site Acquisition☒ New Construction☐ Reconstruction☒ Replacement☐ Infrastructure☐ Equipment

Total Estimated Costs : \$62,500,000

Anticipated Source(s) of Funds : Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2016/2017	2016/2017	2017/2018	2018/2019	2019/2020
Estimated Cost		\$2,000,000	\$5,000,000	\$51,500,000	\$4,000,000	

Explain why this project is needed:

The purpose of this project is to relocate all remaining Athletics facilities to the north end of campus in accordance with the Facilities Master Plan. Both the Baseball and Soccer Field projects have been treated as separate projects due to funding and phasing requirements. This new project includes: Gymnasium, offices, football stadium, softball field, tennis courts, sand volleyball courts, aquatics complex, ancillary support buildings and parking areas.

Project Intent And Scope

Palomar College

District Priority No.: **6 Athletics/Kinesiology Complex****Outline of Project Space - Buildings and Remodelings**

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary		72,000					72,000
Project Secondary		-49,000					-49,000
Project Net ASF		23,000					23,000

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

Primary Effect				Secondary Effect			
TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
0800 Physical Education	72,000	321	22,430	0800 Physical Education	-49,000	321	-15,265
Laboratory Totals				23,000			7,165

	Net ASF	ASF per FTE	Capacity FTE
Office and Office Service Areas (Room Type 300's)			
Office Totals	0	140	0.00

Project Intent And Scope

Palomar College

Page 48

District Priority : **8 SSC Renovation**Project Type : ☐ Site Acquisition☐ New Construction☐ Reconstruction☐ Replacement☐ Infrastructure☐ Equipment

Total Estimated Costs : \$26,800,000

Anticipated Source(s) of Funds : Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2017/2018	2017/2018	2019/2020	2020/2021	2021/2022
Estimated Cost		\$500,000	\$2,500,000	\$21,300,000	\$2,500,000	

Explain why this project is needed:

The purpose of the project is to address the secondary effects from the LL Renovation project. The LL Renovation project will improve student access to Student Services by consolidating functions in one convenient, easy-to-find, one-stop shop on the campus of Palomar College. That project will renovate and expand the existing Library LL Building #54.

Student Services functions at Palomar College are currently located in 4 permanent buildings and 4 temporary facilities that are located at opposite ends of the campus. The LL Renovation project construction should be completed, with the building available for occupancy in 2018/2019.

Once all the Student Services functions are relocated into the newly remodeled space, 8 different facilities will be vacated. This will necessitate the removal of 4 temporary modular buildings, and the renovation of the 4 permanent spaces for re-use.

Project Intent And Scope

Palomar College

District Priority No.: **8 SSC Renovation****Outline of Project Space - Buildings and Remodelings**

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary			9,200			2,000	11,200
Project Secondary			-9,200			-2,000	-11,200
Project Net ASF							0

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

Primary Effect				Secondary Effect			
TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
Laboratory Totals	0						0

	Net ASF	ASF per FTE	Capacity FTE
Office and Office Service Areas (Room Type 300's)			
Office Totals	0	140	0.00

Project Intent And Scope

Palomar College

Page 50

District Priority : **9 Multidisciplinary Building II**

Project Type : ☐ Site Acquisition ☒ New Construction ☐ Reconstruction
☐ Replacement ☐ Infrastructure ☐ Equipment

Total Estimated Costs : \$13,829,000

Anticipated Source(s) of Funds : Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2018/2019	2018/2019	2019/2020	2019/2020	2021/2022
Estimated Cost		\$538,000	\$649,000	\$12,499,000	\$143,000	

Explain why this project is needed:

This project will build an additional instructional building at the north end of the main campus in the former location of the old IT & N Buildings (previously demolished as part of the LRC project). The facility will house the Computer Drafting, Interior Design, Family and Consumer Science, Fashion and Manufacturing Technology departments. The facility will include labs, study center, lecture space, faculty offices as well as space for the Dean of Career, Technical and Extended Education Division. These programs are now primarily housed in 30+ year old mobile modular classrooms. The new facility will provide state of the art space and infrastructure critical to the long term adaptability of the programs.

The project includes the demolition of the mobile modular classroom buildings DA, DR, FD, MC and NA Buildings.

Project Intent And Scope

Palomar College

District Priority No.: **9 Multidisciplinary Building II****Outline of Project Space - Buildings and Remodelings**

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary		12,900	2,850	3,200			18,950
Project Secondary		-13,577	-1,101	-2,400			-17,078
Project Net ASF		-677	1,749	800			1,872

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

Primary Effect				Secondary Effect			
TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
0200 Architecture and Related Technologies	800	257	311	0200 Architecture and Related Technologies	-177	257	-69
0900 Drafting Technology	4,200	321	1,308	0900 Drafting Technology	-4,049	321	-1,261
0956 Manufacturing and Industrial Technolo	4,200	385	1,091	0956 Manufacturing and Industrial Technolo	-5,751	385	-1,494
1300 Fashion	3,700	257	1,440	1300 Fashion	-3,600	257	-1,401
Laboratory Totals	-677						-74

	Net ASF	ASF per FTE	Capacity FTE
Office and Office Service Areas (Room Type 300's)			
Office Totals	1,749	140	12.49

Project Intent And Scope

Palomar College

District Priority : **10 Arts & Music Building**Project Type : ☐ Site Acquisition☒ New Construction☐ Reconstruction☒ Replacement☐ Infrastructure☐ Equipment

Total Estimated Costs : \$39,154,000

Anticipated Source(s) of Funds : Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2018/2019	2018/2019	2019/2020	2021/2022	2021/2022
Estimated Cost		\$1,612,000	\$1,851,000	\$35,373,000	\$318,000	

Explain why this project is needed:

This project will construct a new Art & Music building at the southern side of the San Marcos campus replacing existing facilities which are over 50 years old. The building will provide new lab/studio space for Music, painting, ceramics, sculpture, drawing, photography, digital media arts as well as new space for the KKSM radio station. Also included is new exhibition space for student art work. The new facility will provide dramatically upgraded state of the art technology and AV services for these programs allowing for flexibility and adaptability in the future. This project will result in an energy efficient, sustainable and inviting space for students and staff.

Project Intent And Scope

Palomar College

District Priority No.: **10 Arts & Music Building****Outline of Project Space - Buildings and Remodelings**

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary	2,200	44,140	5,400	300		4,400	56,440
Project Secondary	-663	-40,440	-3,799			-3,378	-48,280
Project Net ASF	1,537	3,700	1,601	300		1,022	8,160

Project Net Capacity

Classrooms, Classroom Service (Room Type 100's)	Net ASF	ASF/100 WSCH	Capacity WSCH
Classroom Totals	1,537	42.9	3,583

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

Primary Effect				Secondary Effect			
TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
0600 Digital Media	2,000	214	935	0600 Digital Media	-1,388	214	-649
0600 Radio and Television	2,000	214	935	0600 Radio and Television	-1,171	214	-547
1000 Art (Painting, Drawing and Sculpture)	24,300	257	9,455	1000 Art (Painting, Drawing and Sculpture)	-22,077	257	-8,590
1000 Music	11,440	257	4,451	1000 Music	-12,184	257	-4,741
1000 Photography	4,400	257	1,712	1000 Photography	-3,620	257	-1,409
				Laboratory Totals	3,700		1,552

Office and Office Service Areas (Room Type 300's)	Net ASF	ASF per FTE	Capacity FTE
Office Totals	1,601	140	11.44

**Palomar CCD
Report 17 Certification**

Certification of Inventory for Fiscal Year: 2015-16

Campus Name: **Escondido Center**
Certified ASF: **55,741**
Certified OGSF: **84,925**

District Approval

Authorized Signature

Date

Printed Name

State Approval



Authorized Signature



Date

Included:

(2) Signed Copies of Report 17 Certification Sheet If the submission was not certified and submitted electronically by the CBO.

No.	Project									
	Lect ASF	WSCH	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024

			2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Lecture	Actual*/Projected	WSCH	19,458	17,402	17,277	14,283	14,332	13,528	13,791
26,733	Cumulative Capacity		56,518	56,518	56,518	56,518	56,518	56,518	56,518
	Capacity/Load Ratio		290%	325%	327%	396%	394%	418%	410%

Campus Laboratory Capacity/Load Ratios

Escondido Center

No.	Project									
	Lab ASF	WSCH	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024

			2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Laboratory	Actual*/Projected	WSCH	2,849	2,547	2,529	2,091	2,098	1,980	2,019
9,476	Cumulative Capacity		4,322	4,322	4,322	4,322	4,322	4,322	4,322
	Capacity/Load Ratio		152%	170%	171%	207%	206%	218%	214%

Campus Office Capacity/Load Ratios

Escondido Center

No.	Project									
	Off ASF	FTE	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024

		2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Office	Actual*/Projected FTE	16	15	13	11	11	11	11
7,362	Cumulative Capacity	46	46	46	46	46	46	46
	Capacity/Load Ratio	288%	307%	354%	418%	418%	418%	418%

No.	Project									
		Lib ASF	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024

		2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Library	Actual*/Projected ASF	7,916	8,367	8,505	7,434	7,585	5,993	5,993
5,229	Cumulative Capacity	5,229	5,229	5,229	5,229	5,229	5,229	5,229
	Capacity/Load Ratio	66%	62%	61%	70%	69%	87%	87%

No.	Project									
		AVTV ASF	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024

			2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
AV/TV	Actual*/Projected ASF		2,324	2,384	2,396	2,050	2,065	1,606	1,584
200	Cumulative Capacity		200	200	200	200	200	200	200
	Capacity/Load Ratio		9%	8%	8%	10%	10%	12%	13%

Campus Load Distribution

Reference: Chancellor's Office Forecast

	Instructional Staff FTE	Total Campus WSCH	Off-Campus WSCH	On-Campus WSCH	P.E. Laboratory WSCH	On-Campus Lecture WSCH	On-Campus Laboratory WSCH
Actual Fall							
2014	16	21,822	0	21,822	0	18,603	3,219
2015	15	21,311	0	21,311	0	18,590	2,721
Forecast							
2016	16	21,824	0	21,824	0	19,037	2,787
2017	16	22,306	0	22,306	0	19,458	2,849
2018	15	19,949	0	19,949	0	17,402	2,547
2019	13	19,806	0	19,806	0	17,277	2,529
2020	11	16,374	0	16,374	0	14,283	2,091
2021	11	16,431	0	16,431	0	14,332	2,098
2022	11	15,509	0	15,509	0	13,528	1,980

Load Distribution and Staff Forecast

Escondido Center

Page 61

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	13.1		13.1
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	2.0		2.0
Department Administrators	1.0		1.0
Librarians			
Include certificated director of audio/visual, et. al.	2.0	2.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.			
Fall 2016 Totals	18.1	2.0	16.1

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	13.4		13.4
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	2.0		2.0
Department Administrators	1.0		1.0
Librarians			
Include certificated director of audio/visual, et. al.	2.0	2.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.			
Fall 2017 Totals	18.4	2.0	16.4

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	12.0		12.0
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	2.0		2.0
Department Administrators	1.0		1.0
Librarians			
Include certificated director of audio/visual, et. al.	2.0	2.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.			
Fall 2018 Totals	17.0	2.0	15.0

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	11.9		11.9
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	2.0		2.0
Department Administrators			
Librarians			
Include certificated director of audio/visual, et. al.	2.0	2.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.			
Fall 2019 Totals	15.9	2.0	13.9

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Load Distribution and Staff Forecast

Escondido Center

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	9.8		9.8
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	2.0		2.0
Department Administrators			
Librarians			
Include certificated director of audio/visual, et. al.	2.0	2.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.			
Fall 2020 Totals	13.8	2.0	11.8

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	9.9		9.9
Counselors Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	2.0		2.0
Department Administrators			
Librarians Include certificated director of audio/visual, et. al.	2.0	2.0	
Institutional Administrators Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.			
Fall 2021 Totals	13.9	2.0	11.9

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	9.3		9.3
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	2.0		2.0
Department Administrators			
Librarians			
Include certificated director of audio/visual, et. al.	2.0	2.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.			
Fall 2022 Totals	13.3	2.0	11.3

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Cum Sum of Existing and Proposed Space, 2017 - 2023

Escondido Center

Cumulative Summary of Existing and Proposed Areas, 2017-2023

Priority and Year of Occupancy (a)	Classroom 100's (b)	Laboratory 200's (c)	Office 300's (d)	Library 400's (e)	AV Radio TV 530 - 535 (f)	P.E. 520 - 525 (g)	Assembly 610 - 625 (h)	Inactive 050 - 070 (i)	All Other Areas (j)	Total ASF (k)
Total ASF	26,733	9,476	7,362	5,229	200				6,741	55,741

Classrooms, Classroom Service (Room Type 100's)

	Net ASF	ASF/100 WSCH	Capacity WSCH
Totals	26,733	47.3	56,518

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
0100 Agriculture and Natural Resources		492		0956 Manufacturing and Industrial Technology		385	
0116 Agricultural Power Equipment Technology		856		1000 Fine and Applied Arts	3,089	257	1,202
0200 Architecture and Related Technologies		257		1100 Foreign Language		150	
0300 Environmental Sciences and Technologies		235		1200 Health	1,914	214	894
0400 Biological Sciences	1,736	235	739	1300 Family and Consumer Sciences		257	
0500 Business and Management		128		1400 Law		150	
0600 Media and Communications		214		1500 Humanities (Letters)		150	
0700 Information Technology	2,155	171	1,260	1600 Library Science		150	
0800 Education		321		1700 Mathematics		150	
0900 Engineering & Industrial Technologies		321		1800 Military Studies		214	
0945 Industrial Systems Technology and Maintenance		556		1900 Physical Sciences		257	
0946 Environmental Control Technology (HVAC)		556		2000 Psychology		150	
0947 Diesel Technology		856		2100 Public and Protective Services		214	
0948 Automotive Technology		856		2200 Social Sciences		150	
0949 Automotive Collision Repair		856		3000 Commercial Services		214	
0950 Aeronautical and Aviation Technology		749		4900 Interdisciplinary Studies	582	257	226
0952 Construction Crafts Technology		749					
				Totals	9,476		4,322
				Campus Avg Lab ASF/100 WSCH		219	

Office and Office Service Areas (Room Type 300's)

	Net ASF	ASF per FTE	Capacity FTE
Totals	7,362	160	46

**Palomar CCD
Report 17 Certification**

Certification of Inventory for Fiscal Year: 2015-16

Campus Name: **Palomar North Ed Center**



Certified ASF:

Certified OGSF:

District Approval

_____ Authorized Signature	_____ Date
_____ Printed Name	

State Approval

 _____ Authorized Signature	 _____ Date
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Included:

(2) Signed Copies of Report 17 Certification Sheet if the submission was not certified and submitted electronically by the CBO.

No.	Project									
	Lect ASF	WSCH	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024

7 North Education Center

7,000 14,799 2020/2021

Palomar North Ed Center

14,799

133%

		2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Lecture	Actual*/Projected WSCH	0	5,923	6,270	11,138	11,745	13,584	14,552
0	Cumulative Capacity	0	0	0	0	14,799	14,799	14,799
	Capacity/Load Ratio		0%	0%	0%	126%	109%	102%

No.	Project									
	Lab ASF	WSCH	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
7	North Education Center									
	6,000	2,335	2020/2021				2,335			
	Palomar North Ed Center						64%			

		2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Laboratory	Actual*/Projected WSCH	0	2,056	1,986	3,625	3,835	4,474	4,811
0	Cumulative Capacity	0	0	0	0	2,335	2,335	2,335
	Capacity/Load Ratio		0%	0%	0%	61%	52%	49%

No.	Project									
	Off ASF	FTE	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024

7 North Education Center

3,000 19 2020/2021

Palomar North Ed Center

19
60%

		2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Office	Actual*/Projected FTE	12	17	18	31	32	38	41
0	Cumulative Capacity	0	0	0	0	19	19	19
	Capacity/Load Ratio	0%	0%	0%	0%	59%	49%	46%

No.	Project									
		Lib ASF	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024

		2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
Library	Actual*/Projected ASF	0	0	0	4,688	4,955	8,657	9,100
0	Cumulative Capacity	0	0	0	0	0	0	0
	Capacity/Load Ratio				0%	0%	0%	0%

No.	Project									
		AVTV ASF	Occupancy	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024

		2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024
AV/TV	Actual*/Projected ASF	0	0	0	1,293	1,349	2,320	2,405
0	Cumulative Capacity	0	0	0	0	0	0	0
	Capacity/Load Ratio				0%	0%	0%	0%

Load Distribution and Staff Forecast

Palomar North Ed Center

Page 76

Campus Load Distribution

Reference: Chancellor's Office Forecast

	Instructional Staff FTE	Total Campus WSCH	Off-Campus WSCH	On-Campus WSCH	P.E. Laboratory WSCH	On-Campus Lecture WSCH	On-Campus Laboratory WSCH
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Actual Fall

2014	0	4,917	4,917	0	0	0	0
2015	11	5,834	5,834	0	0	0	0

Forecast

2016	11	6,184	6,184	0	0	0	0
2017	12	6,552	6,552	0	0	0	0
2018	17	7,980	0	7,980	0	5,923	2,056
2019	18	8,447	0	8,447	191	6,270	1,986
2020	31	15,004	0	15,004	242	11,138	3,625
2021	32	15,822	0	15,822	242	11,745	3,835
2022	38	18,300	0	18,300	242	13,584	4,474

Load Distribution and Staff Forecast

Palomar North Ed Center

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	11.7		11.7
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.			
Department Administrators			
Librarians			
Include certificated director of audio/visual, et. al.			
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.			
Fall 2016 Totals	11.7	0.0	11.7

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Load Distribution and Staff Forecast

Palomar North Ed Center

Page 78

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
(a)			
Instructors	12.4		12.4
Counselors Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.			
Department Administrators			
Librarians Include certificated director of audio/visual, et. al.			
Institutional Administrators Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.			
Fall 2017 Totals	12.4	0.0	12.4

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	15.1		15.1
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	1.0		1.0
Department Administrators	1.0		1.0
Librarians			
Include certificated director of audio/visual, et. al.	2.0	2.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	1.0	1.0	
Fall 2018 Totals	20.1	3.0	17.1

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Load Distribution and Staff Forecast

Palomar North Ed Center

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	15.9		15.9
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	2.0		2.0
Department Administrators	1.0		1.0
Librarians			
Include certificated director of audio/visual, et. al.	2.0	2.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	1.0	1.0	
Fall 2019 Totals	21.9	3.0	18.9

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	28.3		28.3
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	2.0		2.0
Department Administrators	1.0		1.0
Librarians			
Include certificated director of audio/visual, et. al.	2.0	2.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	1.0	1.0	
Fall 2020 Totals	34.3	3.0	31.3

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Load Distribution and Staff Forecast

Palomar North Ed Center

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	29.8		29.8
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	2.0		2.0
Department Administrators	1.0		1.0
Librarians			
Include certificated director of audio/visual, et. al.	2.0	2.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	1.0	1.0	
Fall 2021 Totals	35.8	3.0	32.8

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	34.5		34.5
Counselors			
Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	2.0		2.0
Department Administrators	2.0		2.0
Librarians			
Include certificated director of audio/visual, et. al.	2.0	2.0	
Institutional Administrators			
Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	1.0	1.0	
Fall 2022 Totals	41.5	3.0	38.5

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.

Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Cum Sum of Existing and Proposed Space, 2017 - 2023

Palomar North Ed Center

Cumulative Summary of Existing and Proposed Areas, 2017-2023

Priority and Year of Occupancy (a)	Classroom 100's (b)	Laboratory 200's (c)	Office 300's (d)	Library 400's (e)	AV Radio TV 530 - 535 (f)	P.E. 520 - 525 (g)	Assembly 610 - 625 (h)	Inactive 050 - 070 (i)	All Other Areas (j)	Total ASF (k)
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Total ASF

7	2020/2021	North Education Center								
			7,000	6,000	3,000				3,000	19,000
			7,000	6,000	3,000				3,000	19,000

Total Existing and Proposed Space

			7,000	6,000	3,000				3,000	19,000
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Capacity of Net Existing On-Campus ASF

Palomar North Ed Center

Classrooms, Classroom Service (Room Type 100's)

	Net ASF	ASF/100 WSCH	Capacity WSCH
Totals	0	47.3	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
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Office and Office Service Areas (Room Type 300's)

	Net ASF	ASF per FTE	Capacity FTE
Totals	0	160	0

Project Intent And Scope

Palomar North Ed Center

Page 86

District Priority : **7 North Education Center**Project Type : ☐ Site Acquisition☐ New Construction☐ Reconstruction☐ Replacement☐ Infrastructure☐ Equipment

Total Estimated Costs : \$84,000,000

Anticipated Source(s) of Funds : Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2017/2018	2018/2019	2019/2020	2020/2021	2020/2021
Estimated Cost		\$1,300,000	\$1,950,000	\$25,750,000	\$3,000,000	

Explain why this project is needed:

The District Educational Master Plan and the Chancellor's Office Long Range Capital Outlay Plan have identified a need for the District to add another educational center in the northern portion of the District, near the city of Fallbrook. Growth patterns indicate this site will need to be developed and ready for occupancy in ten years. The District purchased land located in the general area of I-15 and Hwy 76 in June 2007. The District's request for center status is scheduled on the Board of Governor's agenda for their July 2008 meeting.

Project Intent And Scope

Palomar North Ed Center

District Priority No.: **7 North Education Center****Outline of Project Space - Buildings and Remodelings**

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary	7,000	6,000	3,000			3,000	19,000
Project Secondary							
Project Net ASF	7,000	6,000	3,000			3,000	19,000

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	7,000	47.3	14,799

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

Primary Effect				Secondary Effect			
TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
4900 Interdisciplinary Studies	6,000	257	2,335				
Laboratory Totals	6,000		2,335				

	Net ASF	ASF per FTE	Capacity FTE
Office and Office Service Areas (Room Type 300's)			
Office Totals	3,000	160	19

PALOMAR COMMUNITY COLLEGE DISTRICT

TOPIC:

Naming of the Palomar College Radio Station KKSM main broadcast studio-
Jonathan Downey Memorial Studio

OVERVIEW:

In May of 2013 the Palomar Community College District Governing Board approved AP 3830 Naming of Facilities. Approval of AP 3830 provided the Palomar College Foundation guidance to engage prospective donors in discussion regarding naming opportunities.

In February 2016 the Palomar College Foundation was engaged by the Downey Family in discussion regarding the naming of the Palomar College Radio Station KKSM's main broadcast studio. As per attached agreement, Paul and Mary Downey offered to create a \$20,000 endowed scholarship in the name of their late son Jonathan Downey, who was a Palomar College graduate who passed away unexpectedly in 2012. This scholarship endowment will generate in perpetuity a \$1,000 per year scholarship for a Palomar College student who is pursuing a degree in Media. The awardee will be selected by the Communications Department faculty and staff after a review process.

In 2015 and 2016, the Downey Family held several fundraisers to support the Jonathan Downey Memorial Scholarship. \$10,000 was raised towards the goal of \$20,000 and is currently managed by the Palomar College Foundation. Upon acceptance of the Agreement, the Downey Family will deposit another \$10,000 to create the full endowment.

The Downey Family has requested that the Palomar College Radio Station KKSM's main broadcast studio be named the "Jonathan Downey Memorial Studio" at its current location or any future locations.

The naming right opportunity has moved through the Facilities Review Committee which recommended approval and consideration by the Finance and Administrative Services Planning Council. FASPC approved the proposed naming and made a recommendation to the Strategic Planning Council. SPC has approved the naming of the main broadcast studio and now it is before the Governing Board for final approval.

Gift Agreement – Jonathan Downey Memorial Scholarship Fund

Paul Downey and Mary Curran-Downey (donors) agree to make a one-time \$10,000 donation to the Jonathan Downey Memorial Scholarship Fund administered by the Palomar College Foundation with the following restrictions:

- Scholarships of 5% of the total balance in the Jonathan Downey Scholarship Fund will be awarded annually so long as the balance does not drop below \$20,000.
- If the balance drops below \$20,000 for any reason, no scholarships will be awarded until the balance is greater than \$20,000. The intent of the donors is that the Jonathan Downey Memorial Scholarship Fund balance of at least \$20,000 be maintained in perpetuity.
- The Jonathan Downey Memorial Fund is to be invested per the investment policy established by the Palomar College Foundation.
- Scholarships are to be awarded to second-year Communications students who have demonstrated significant academic improvement and financial need.
- Interested students will submit an application. Communications Department faculty and staff will review and select scholarship recipients on an annual basis. The number of scholarships will be determined by Communications faculty and staff based on available funds meeting the award criteria outlined above.
- Donor intent is that the scholarships cover tuition and books for the scholarship recipients.
- The main broadcast studio at radio station KKMS, at its current location or any future locations, will be named the “Jonathan Downey Memorial Studio”. Donors are to receive a report annually detailing scholarship recipients that includes background on the students and the reasons for selection. If the scholarship award is made publically, donors are to be invited to the event.

Agreed to:

Paul Downey (Donor)
Date:_____

Richard Talmo
Executive Director
Palomar College Foundation
Date:_____

Mary Curran-Downey (Donor)
Date:_____

Kim Hartwell
Development Officer
Palomar College Foundation
Date:_____

GENERAL INSTITUTION**AP 3830 NAMING OF FACILITIES**

References:

No references

Requests for Naming of District Facilities

Requests for the naming of District buildings, facilities and areas, and requests for erecting memorials or publically-displayed donations on District property shall be submitted to the Superintendent/President. The Superintendent/President shall submit these requests through the District's governance process to make a recommendation on the request. Specifically, the Facilities Review Committee shall make a recommendation to the Finance and Administrative Services Planning Council which shall make a recommendation to the Strategic Planning Council regarding the proposed naming of buildings, facilities or areas.

The Superintendent/President shall forward the requests and recommendations to the Governing Board for final review and decision.

Requests for naming facilities buildings and areas shall be in writing and shall include:

- A brief description of the facility being named and the proposed name
- A complete biographical summary of the individual whose name has been forwarded, or in cases in which a name is proposed for an entity other than an individual, a complete profile of the organization, business or entity
- A statement of rationale articulating the distinctive contributions the individual, corporation, foundation or other entity has made to the District that merits the naming opportunity

The following criteria shall be used in evaluating the request:

- When no gift is involved, recognition by the naming of a building, facility or area may be recommended to honor any person who has:
 1. Served the District in an academic capacity and earned a national or international reputation in the individual's field(s) of specialization and also has rendered a minimum of five years' service to the District
 2. Served in an administrative capacity, and rendered a minimum of five years' distinguished services to the District warranting recognition of the individual's exceptional contributions to the welfare of the District
 3. Contributed in truly exceptional ways to the welfare of the institution or achieving such unique distinction as to warrant recognition

- When a gift is involved, the District will consider the significance and amount of the gift as it relates to the building, facility or area. While each gift may be judged on its own merits, the expectation is that the gift amount for naming a building, facility or area will adhere to the following guidelines:

<u>Gift Amount</u>	<u>Naming Opportunity</u>
\$1,000,000 or more	Existing or new buildings may be named for the donor.
\$100,000 - \$999,999	Part of a building (e.g., laboratory, classroom, lecture hall, courtyard, hallway, etc.) may be named for the donor (negotiated upon the size and visibility of space).
\$10,001 - \$99,999	Recognition plaques may be placed in appropriate locations (e.g., in a classroom, division office, etc.) in honor of the donor.
\$10,000 or less	Given for a named endowment account, donor name may be listed on a plaque (or included in a group plaque) in a prominent location on campus.

When an area or building is proposed to be named for individuals associated with the District, a period of not less than five years shall lapse between the end of the individual's service to the District and consideration by the Governing Board.

Gifts donated for the naming of District buildings, facilities and areas shall be placed in an endowment account with the Palomar College Foundation. The endowment account shall be used to fund District activities based upon the wishes of the donor and/or the needs of the District, consistent with the mission of the California Community Colleges and the District's mission, vision, and values. District needs include, but are not limited to, programmatic and facilities maintenance and replacement needs. Use of designated endowment funds shall be recommended by the Superintendent/President and approved by the Governing Board.

District buildings, facilities and areas shall be named after individuals and organizations that exemplify integrity, civic leadership and maintain a good standing in the community. Should an individual or organization for whom a District building, facility or area has been named violate these standards, the Governing Board may elect to remove the donor's name from the building, facility or area.

Signage

All buildings named should bear the name of the individual or organization and the building name in a typeface and style consistent with District signage and with standards developed by the Facilities Review Committee. For example: Paul Hayden Memorial Library, Vaniman Physical Science Building, Cynthia Jones Building.

Buildings may also bear a bronze plaque permanently affixed to the outside of the wall nearest to the main entrance of the building. The plaque should list the name of the individual or organization for whom the building is named and, if the building is newly constructed, the builder, the architect, the Governing Board, the Superintendent/President, and the date the building was dedicated. Relevant information about the donor shall be prominently displayed.

Lecture halls, classrooms, and labs to be named should also be identified with a bronze plaque mounted on the wall directly outside the main entrance to the facility.

All areas where students, staff, and the public gather, including walkways, benches, and gardens should be identified with a bronze plaque or appropriate acknowledgment. The plaque or acknowledgment shall be consistent with District signage and with the standards developed by the Facilities Review Committee.

Office of Primary Responsibility: Finance and Administrative Services

**PALOMAR COMMUNITY COLLEGE DISTRICT
INTERIM DIRECTOR, OCCUPATIONAL AND NONCREDIT PROGRAMS
PROFESSIONAL SERVICES EMPLOYMENT CONTRACT**

This employment contract (hereinafter referred to as the "Agreement") is made and entered into and effective this fifteenth day of August, 2016 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Barbara Blanchard** (hereinafter referred to as the "Employee").

WHEREAS it is the desire of the Board to employ Employee in the Position of **Interim Director, Occupational and Noncredit Programs** (hereinafter referred to as "Position").

NOW, THEREFORE, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is an academic employee as defined by Education Code section 87001(a), an educational administrator as defined in Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g). Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a special meeting of the Board.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code sections 72411(a) and 72411(b). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will only be renewed upon its expiration by mutual agreement.
3. **TERM.** The term of this Agreement shall begin on **August 15, 2016**, and continue through and including **March 31, 2017**, unless earlier terminated pursuant to the early termination and resignation provisions of sections 13 and 14 of agreement. This Agreement shall be renewable or extended only by mutual, written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension of this Agreement for an additional term of more than one (1) year pursuant to Title 5, California Code of Regulations section 53021(c)(7).
4. **SALARY.** Employee shall be compensated at the rate of \$10,619.24 per month, which is based on placement at step 8 of salary grade 68 on the Administrative Salary Schedule and a \$114.23 monthly doctoral stipend for earned doctorate, prorated to reflect a start date of August 15, 2016, which shall be subject to the mandatory Employee and District contributions to CalSTRS. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional

duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.

6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **PAID LEAVE FOR DISTRICT CELEBRATED HOLIDAYS AND 3 DAYS OF SICK LEAVE.** Employee is entitled to paid leave for holidays granted to regular administrative employees of the District. Employee is entitled to accrue three (3) days of paid sick leave for illness or injury as required by law. Employee is not eligible for any other paid leaves provided in the Administrative Association Handbook as adopted by the Board FRINGE BENEFITS. Employee shall not be entitled to fringe benefits.
8. **FRINGE BENEFITS.** Employee shall receive the standard coverage under the District's provided Health Care Plans and the District's Term Life insurance policy consistent with other District benefit eligible employees.

Employee shall also be reimbursed for reasonable and necessary business expenses in accordance with District Policy.

Employee shall not be eligible to receive any other fringe benefit as a result of her employment with the District.

9. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.
10. **TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE.** The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination.
11. **PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.**
 - (a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by

Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.

- (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.
 - (c) In the event that the District provides a cash settlement related to the termination of Employee as defined in the terms of this Agreement and Employee subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.
 - (d) "Abuse of office or position" is defined in Government Code section 53243.4 to mean either of the following:
 - (i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
 - (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
12. **MODIFICATION OF CONTRACT.** This Agreement may be modified by mutual consent of the parties provided, however, that the party seeking such change shall give not less than 45 (forty-five) calendar days, written notice to the other party of the requested modification.
13. **EARLY TERMINATION.** This Agreement may be terminated at the discretion of the Superintendent/President with or without cause upon thirty (30) days prior written notice to the Board and the Employee or upon a shorter period of time if approved by the Board.
14. **RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon thirty (30) days prior written notice to the Board or upon a shorter period of time if approved by the Board.
15. **SAVINGS CLAUSE.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

16. **ENTIRE AGREEMENT.** This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.
17. **NO CONTINUING WAIVER.** No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.
18. **GOVERNING LAW.** This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.
19. **MISCELLANEOUS PROVISIONS.** This Agreement and applicable provisions of the Administrative Team Handbook contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

**ACCEPTANCE OF INTERIM DIRECTOR, OCCUPATIONAL AND NONCREDIT PROGRAMS
PROFESSIONAL SERVICES EMPLOYMENT CONTRACT**

I have reviewed this Interim Director, Occupational and Noncredit Programs, and I accept this Agreement and the terms and conditions of employment it contains. I have not agreed to employment and/or contracted for employment with the governing board of any other school, university, college, or community college district which will in any way conflict with the satisfactory performance of all of the duties of the Position for which employed.

Please return signed contract to Human Resource Services as soon as possible.

Date: 8/13/15

Barbara Hancock
Employee Signature

Approved by the Governing Board of Palomar Community College District in open session at special Board meeting.

Date: 8/17/16

Joi L. Blake
Dr. Joi L. Blake, Secretary to the Governing Board

Copy: Employee