# PALOMAR COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT CONTRACT

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this 15<sup>th</sup> day of May by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") **Shauna Moriarty** (hereinafter referred to as the "Employee").

**WHEREAS** it is the desire of the Board to employ Employee in the Position of **Director**, **Disability Resources** (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 a member of the Administrative Team as described in the Administrative Team Handbook adopted by the Board, 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). The 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, 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, 2018, 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 May 14, 2019, without further action by the Board, subject to the provisions of paragraph 3.
- 3. **RETREAT/RETURN RIGHTS.** If the Governing Board provides notice to Employee of non-renewal of this Agreement, and Employee has seniority in another administrator or non-administrator education position in the District, such Employee may have the right to return to such position upon the expiration of this Agreement provided that Employee is not terminated for cause.
- 4. **TERM**. The term of this Agreement shall begin on **May 15, 2017** and continue through and including **May 14, 2019** 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 the renewal or extension of this Agreement for a term of more than twenty-nine (29) 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, the 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.

- 5. 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 64/1 from May 15, 2017 through June 30, 2018 and at salary grade 64/2 from July 1, 2018 through May 14, 2019. 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 or extension of this Agreement for employment or a renewal or extension of this Agreement for employment or a renewal or extension of this Agreement for employment or a renewal or extension of this Agreement for employment or a renewal or extension of this Agreement for employment or a renewal or extension of this Agreement for employment or a renewal or extension of this Agreement.
- 6. **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. The Board reserves the right to reassign the Employee at any time during the term of this Agreement to another educational or student services administrative Position within the District. Reassignment during the term of this Agreement solely for discretionary reasons will not result in a reduction of the Employee's compensation during the term of this Agreement. Reassignment will be made in compliance with the California Education Code and the Administrative Handbook.
- 7. **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.
- 8. 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 Association Handbook as adopted by the Board

- **9. FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular educational and student services administrators for which they are eligible under the terms of the Administrative Team Handbook.
- **10. TRAVEL.** Necessary transportation and travel expenses will be provided in accordance with policies duly adopted by the Board.
- 11. 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.
- 12. 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.
- 13. MAXIMUM CASH SETTLEMENT UPON TERMINATION OF THIS AGREEMENT. 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. 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 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 CalSTRS, 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.

14. 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. In the event of a termination of Agreement for cause, the provisions of Section 13 of Agreement shall not apply.

# 15. 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.

- 16. **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.
- 17. **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.
- 18. 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.
- **19. 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.
- **20. 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.
- 21. 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.
- 22. 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 EDUCATIONAL ADMINISTATOR EMPLOYMENT CONTRACT

I have reviewed this Educational 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 a regular Board meeting.

Date:\_\_\_\_\_

Dr. Joi Lin Blake, Secretary to the Governing Board

Copy: Employee

EXHIBIT J-12

10=05

# April 25, 2017

# Memorandum of Understanding Between Council of Classified Employees CCE/AFT Local 4522 And Palomar Community College District

This Memorandum of Understanding (MOU) between the Council of Classified Employees, AFT Local 4522 ("CCE") and the Palomar Community College District ("District") (hereinafter collectively referred to as "Parties") is entered into between the Parties hereto with respect to the **Final Resolution** of the reevaluated positions in the Classified Unit Classification Study as presented to the Governing Board on March 14, 2017 and April 11, 2017.

NOW, THEREFORE, the Parties agree as follows:

- This MOU amends the August 24, 2016 MOU (attached hereto is Exhibit 1) between the Parties regarding the RSG Reclassification Study.
- 2. The Parties agree to extend the deadline from April 21, 2017 to May 5, 2017 for any of the 34 positions identified in the March 14, 2017 Board agenda item so that any of the affected persons or the Supervisor of an affected position may submit their initial reclassification request pursuant to CCE Article 10, Section 10.5.1.
- 3. If any position is reclassified resulting in an increase in compensation as a result of this MOU, the affected person shall be subject to the same retroactive pay and one-time off-schedule payment provisions of the Parties' August 24, 2016 MOU.
- 4. The 34 positions which are covered by this MOU are identified in Exhibits 2 and 3, which are attached hereto and incorporated herein by reference.

Dated:  $\frac{4}{25}$   $\frac{2017}{2017}$ Dated:  $\frac{1}{25}$   $\frac{1}{2017}$ Dated:

on Non Verez Ron Perez

Assistant Superintendent/Vice President **Finance and Administrative Services** Human Resource Services

NN. Bill Shaeffer

Rutan & Tucker, LLP **District Lead Negotiator** 

Dated: <u>4-25-17</u>

Frank Oppedisano **California Federation of Teachers** Lead Negotiator, CCE

07. 1 Dan Dryden

Sr. Administrative Secretary, DRC President, CCE

Dated: 4-25-17

# **EXHIBIT 1**

# August 24, 2016

# Memorandum of Understanding Between Council of Classified Employees CCE/AFT Local 4522 And Palomar Community College District

This Memorandum of Understanding (MOU) between the Council of Classified Employees, AFT Local 4522 ("CCE") and the Palomar Community College District ("District") is entered into between the parties hereto with respect to the Classification Study.

NOW, THEREFORE, the parties agree as follows:

158 Classifications from RSG Study

RSG Lang. Clean Up (Formerly B's)

158 Classifications. District will continue to clean up language on all classifications per agreement below rather than wait for the positions to be identified for Re-Evaluation.

Language clean-up will be implemented as agreed upon by the parties. Examples of clean-up may include but are not limited to: legal requirements, grammar, titles and position names.

Timeline: Ongoing. To be completed by the District with District submitting completed classifications to CCE periodically in blocks. The District sent the last block to the CCE on 8/4/2016 and is awaiting CCE response. CCE shall respond by September 7, 2016.

<u>Re-evaluation Issues (Formerly C's (position grade, or position placement incorrect))</u> The parties agree to limit the number to 20 positions per party for re-evaluation.

The District will be responsible for the re-evaluation process.

For purposes of those positions which the parties agree will be reclassified:

If grade goes up, move to new grade at current step.

Salary will increase effective September 1, 2016 and will be applied to the September 30, 2016 paycheck.

If grade goes down, employee is Y-rated. Keep transfer rights at grade prior to RSG study implementation.

A one time, off schedule, payment shall be made to all bargaining unit members whose grades went up on October 31<sup>s</sup>, 2016

The one-time payment shall be calculated by taking the employees actual pay (base pay plus overtime plus any out-of-class pay) between September 1st, 2014 and August 31<sup>st</sup>, 2016 and multiplying it by the percent increase given by the RSG study to that employee. In calculating actual pay, any out-of-class carnings will be deducted from the amount. (See Whiteboard Photo from Negotiations Session on July 21<sup>st</sup>, 2016 when the District made their Proposal #5)

Both parties acknowledge that the District is not responsible for payment of PERS contributions for the employee, or District, on this one time off schedule payment.

CCE's proposed positions will be emailed by August 31<sup>s</sup>, 2016 to the District's Negotiations team.

Timeline: To be completed by December 15, 2016

Salary

For purposes of those positions which the parties agree will be reclassified:

If grade goes up, move to new grade at current step.

The District agrees that if grade goes down, employee is Y-rated. Keep transfer rights at grade prior to RSG study implementation date.

Salary increases shall be effective September 1, 2016 and will be applied to the September 30, 2016 paycheck.

A one-time, off schedule, payment shall be made to all bargaining unit members whose grades went up on October 31<sup>e</sup>, 2016

The one-time payment shall be calculated by taking the employees actual pay (base pay plus overtime plus any out-of-class pay) between September 1st, 2014 and August 31<sup>st</sup>, 2016 and multiplying it by the percent increase given by the RSG study to that employee. In calculating actual pay, any out-of-class earnings will be deducted from the amount. (See Whiteboard Photo from Negotiations Session on July 21<sup>st</sup>, 2016 when the District made their Proposal #5)

Both parties acknowledge that the District is not responsible for payment of PERS contributions for the employee, or District, on this one time off schedule payment.

Timeline: September 1, 2016 effective date for ongoing salary changes and applied to the September 30, 2016 paychecks. October 31, 2016 pay date for one time, off schedule payments.

Article 10 Reclass Timeline: Article 10 is effective upon implementation of study. NOTE: When the parties discuss a successor agreement, then Article 10 is one of the subjects that the District has sunshined.

#### Remainder of .72%

Distribute those monies equally to all current classified bargaining unit members employed on or before July 1, 2013. Current remaining balance: \$42,670.

Timeline: Distributed with September 30, 2016 paycheck

#### Wrapping up "Classification Study and 'Me too' Funds" MOU

The parties agree to create a Classification Specification Committee ("CSC") to be cochaired by a CCE/AFT appointed bargaining unit member and a District appointed administrator. The CSC shall be responsible for reviewing 20% of the job descriptions annually on a rotating basis. The job descriptions selected for each year shall be jointly agreed to by District and CCE/AFT. The CSC process shall not affect Article 10 - Reclassification.

Upon agreement of the parties to the undersigned, to implement the above, this new agreement supersedes the August 1, 2013 Classification Study and "Me Too" Funds MOU, which no longer has any legal effect.

## Handling Classifications That Were Excluded in the Study and Not Part of the Re-evaluation Section of this MOU

42 positions (comprising 28 classifications) were excluded from the study for various reasons.

The District will place those positions into classifications using the following parameters

If a position's current classification went to a single classification in the RSG study, the position's new classification will be the classification proposed by RSG for all other positions in that classification.

If a position's current classification went to multiple classifications in the RSG study, the position's new classification will be one of the classifications proposed by RSG for all other positions in that classification. The determination will be based on which RSG classification is most representative of the work performed.

Dated: \_\_\_\_\_9/1/2016

Mike Popielski Interim Asst. Sup/VP, Human **Resource Services** Lead Negotiator, District

2623/024719-0003 9922144.2 a08/31/16

Dated: 96 2016

Dated: 9-6-16

Dated: 9-6-16

Bill Shaeffer // Rutan & Tucker, LLP District

Frank Oppedisano California Federation of Teachers Lead Negotiator, CCE

Dan Dryden Sr. Administrative Secretary, DRC President, CCE

The parties understand this MOU is effective upon approval by the District's Governing Board.

2623.024719-0093 9922144.2 ±08/31/16

# **EXHIBIT 2**

#### Classified Unit Classification Study: Final Allocation of Reevaluated Positions March 2017

Armenta,Cristina Battaglia,Cynthia K Birmingham,Katherine M.	Current Classification Title Financial Analyst Admissions/Financial Aid Specialist II Payroll Technician Media/Broadcast Assistant	New Classification Title Senior Grants Administrative Specialist Admissions/Financial Aid Specialist II	Department Telecommunications/Grants Enrollment Services	Pos. # 6056	ETE 1	Grade G24	Grade
Armenta,Cristina Battaglia,Cynthia K Birmingham,Katherine M.	Admissions/Financial Aid Specialist II Payroll Technician	Admissions/Financial Aid Specialist II		6056	1	C 74	
Battaglia,Cynthia K Birmingham,Katherine M.	Payroll Technician				<u> </u>		G30
Birmingham,Katherine M.				5825	1	G22	G22
	iviedia/Broadcast Assistant	Payroll Technician	Payrol	5599	1	G22	G24
		Educational Television Broadcast Assistant	Educational Television	6176	0.45	G23	G23
Bisagna,Luke	Media/Broadcast Specialist	Educational Television Broadcast Specialist	Educational Television	5066	1	G25	G25
	Admissions/Financial Aid Specialist I	Admissions/Financial Aid Specialist II	Enrollment Services	6022	1	G19	G22
Brown,Christopher J.	Media Producer	Media Producer	Telecommunications/Grants	6049	1	G25	G31
Cruz,Carmelino	ESL Matriculation Coordinator	ESL Matriculation Coordinator	English as a Second Language	6296	1	G23	G23
	Marketing Communications Coordinator	Marketing Communications Coordinator	Communications/Marketing	5849	1	G27	G27
	Education Center Coordinator	Senior Education Center Coordinator	Escondido Center	5323	1	G23	G26
	Administrative Specialist II	Administrative Specialist II	Palomar College Police Department	5683	1	G23	G23
Finn, Melinda	Communications Specialist/Photographer	Communications Specialist/Photographer	Communications/Marketing	5848	1	G26	G26
	Accounting Technician	Accounting Technician	Accounts Payable	5595	1	G20	G20
Garland,Susan Dawn	Grants Administrative Specialist	Senior Grants Administrative Specialist	Career, Technical and Extended Education	6234	1	G24	G30
Gustafson, Donna M	Media/Helpdesk Specialist	Senior Media/Helpdesk Specialist	Telecommunications/Grants	6221	1	G23	G26
Haynes, Victoria Lauren	Education Center Coordinator	Camp Pendleton Site Coordinator	Camp Pendleton Center	5315	1	G23	G25
James Boatner, Patricia A.	Media/Broadcast Assistant	Senior Media/Helpdesk Specialist	Telecommunications/Grants	6229	1	G23	G26
Llamas,Barbara A.	Education Center Specialist	Education Center Specialist	Educational Centers	5317	0.45	G19	G19
Macabitas, Catherine D.	Payroll Technician	Payroll Technician	Payroll	5751	1	G22	G24
Martinez,Coral A	Senior Accounting Technician	Senior Accounting Technician	Fiscal Accounting	6360	1	G24	G24
Martinez,Yvette A	Administrative Specialist II	Student Health Administrative Assistant	Health Services	6065	1	G23	G27
McCann,Shawn M	Accounting Technician	Accounting Technician	Accounts Payable	5594	1	G20	G20
Miller,Lisa M	Senior Accounting Technician	Senior Accounting Technician	Fiscal Accounting	5593	1	G24	G24
Nava, Ulises	Admissions/Financial Aid Specialist I	Admissions/Financial Aid Specialist II	Enrollment Services	5483	1	G19	G22
Pell,Leann S	Admissions/Financial Aid Specialist I	Admissions/Financial Aid Specialist II	Enrollment Services	5840	1	G19	G22
Pina-Bayaca, Jeanna Marie	Teaching and Learning Center Assistant	Teaching and Learning Center Assistant	Languages and Literature	6472	0.45	G20	G22
Purcell,R Harrison	Admissions/Financial Aid Specialist II	Admissions/Financial Aid Specialist II	Financial Aid, Veterans and Scholarship Services	5484	1	G20	G20
Schmidt,Heather C	Senior Media/Helpdesk Specialist	Senior Media/Helpdesk Specialist	Telecommunications/Grants	6388	1	G26	G22
Seckendorf,Edward J	Carpenter	Carpenter	Building Services	5761	<u>,</u>	G26 G24	G26
Stanley,Angela K.	Student Support Specialist I	Student Support Specialist II	EOP&S/CARE/CalWORKs	6206	1	G24 G18	G25
	HVAC Technician	Senior HVAC Technician	Building Services	6183	1	G28	G20
	Media/Helpdesk Specialist	Senior Media/Helpdesk Specialist	Telecommunications/Grants	6271	1	G28	G29 G26
	Budget Technician	Budget Technician	Budgeting	5591		G23	
	Payroll Technician	Payroll Technician	Payroll	5591	1	G22 G22	G24 G24

EXHIBIT J-

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# **EXHIBIT 3**

# Classified Unit Classification Study: Final Allocation of Reevaluated Positions April 2017

Employee Name	Current Classification Title	New Classification Title	Department	Pos. #	ETF	Current Grade	New Grade*
Gustafson,Donna M	Media/Helpdesk Specialist	Senior Media/Helpdesk Specialist	Telecommunications/Grants	6221	1	G26	G28
James Boatner,Patricia A.	Media/Broadcast Assistant	Senior Media/Helpdesk Specialist	Telecommunications/Grants	6229	1	G26	G28
Torrisi,Dellas E	Media/Helpdesk Specialist	Senior Media/Helpdesk Specialist	Telecommunications/Grants	6271	1	G26	G28

\*Grade formerly listed as G26; correct grade is G28.

**EXHIBIT J-7** 

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# MONTHLY BOARD REPORT: May 9, 2017

#### SHORT-TERM PERSONNEL ACTION REQUEST

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Early Childhood Education Lab Scho	ol				
	Fernandez, Jordan	04/13/17	06/30/17	Technical/Paraprofessional	\$11.00	Assistant I
Department	Emergency Medical Education					
	Basinski, Joseph Gibaldi, Matthew Neuhauser, Samuel	04/14/17 03/30/17 04/24/17	06/30/17 06/30/17 06/30/17	Technical/Paraprofessional Technical/Paraprofessional Technical/Paraprofessional	\$22.53 \$22.53 \$15.00	Assistant (professional) Assistant (professional) Assistant III
Department	Financial Aid, Veterans and Scholars	hip Services				
	Healey, Jennifer Matlock, Sidney O'Leary, Justin	04/03/17 04/04/17 04/07/17	06/30/17 06/30/17 06/30/17	Technical/Paraprofessional Technical/Paraprofessional Technical/Paraprofessional	\$15.00 \$15.00 \$15.00	Assistant III Assistant III Assistant III
Department	Grant Funded Student Support Prog	rams				
	Dunlap, Taylor Meyer, Madeleine	04/24/17 04/03/17	06/30/17 06/30/17	Technical/Paraprofessional Technical/Paraprofessional	\$13.00 \$11.00	Assistant II Peer Tutor
Department	Health-Kinesiology-Recr Mngmnt					
	Hernandez, Andrew	04/16/17	06/30/17	Technical/Paraprofessional	\$13.00	Assistant II
Department	Instruction Office					
	Schneider, Michelle	03/17/17	06/30/17	Technical/Paraprofessional	\$20.00	Assistant (professional)
Department	Mathematics Learning Center					
	Solorzano Jr., Oscar	03/30/17	06/30/17	Technical/Paraprofessional	\$13.00	Intern Tutor I
Department	Palomar College Police Department					
	Jones, Evan Reyes, Andrea	04/17/17 04/07/17	06/30/17 06/30/17	Technical/Paraprofessional Technical/Paraprofessional	\$11.00 \$15.00	Assistant I Assistant III

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Public Safety Programs					
	Basinski, Joseph Basinski, Joseph Chapin, Nick Farnham, Michael Vagelatos, Ross Vagelatos, Ross	04/14/17 04/14/17 05/01/17 04/04/17 04/06/17 04/06/17	06/30/17 06/30/17 06/30/17 06/30/17 06/30/17 06/30/17	Technical/Paraprofessional Technical/Paraprofessional Technical/Paraprofessional Technical/Paraprofessional Technical/Paraprofessional Technical/Paraprofessional	\$17.64 \$22.53 \$22.53 \$22.53 \$17.64 \$22.53	Assistant (professional) Assistant (professional) Assistant (professional) Assistant (professional) Assistant (professional) Assistant (professional)
Department	Student Services					
Department	Gibson, Riley Tutoring Services	03/28/17	06/30/17	Technical/Paraprofessional	\$13.00	Assistant II
-	Vergara, Elizabeth	04/13/17	06/30/17	Technical/Paraprofessional	\$11.00	Assistant I

PeopleSoft												
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Effective A			_	Hire			/ Full/			Salary		
Date R	leason	Employee Name	Employee ID	Date	Т	yp Tmp	Part	Code	Job Title	Grade	Comp Rate	Supervisor
Department M SETID - PALM		Media Studies										
04/18/2017		Graham,Christopher Steven		04/18/2017	0.0 н	Т	P	900stu	J Student EE	STU/ASTU	13.000000	Н
Department T SETID - PALM		Trade & Industry Department										
04/17/2017		Montoya Zarate,Carlos		04/17/2017	0.0 н	Т	P	900STU	J Student EE	STU/ASTU	13.000000	Н
Department W SETID - PALM		World Languages Dept										
04/11/2017		Chu Li,Enrique		04/11/2017	0.0 н	Т	P	900stu	J Student EE	STU/ASTU	13.000000	Н
04/05/2017		Kilic,Yasemin Canan		04/05/2017	0.0 H	Т	P	900STU	J Student EE	STU/ASTU	13.000000	H

# PALOMAR COLLEGE CURRICULUM

## SUBJECT:

Governing Board approval of curriculum changes effective and Fall 2017

## SUMMARY:

California Community Colleges are required to maintain evidence documenting that district governing board approval and college consensus has been secured for each curriculum proposal (new, substantial change, non-substantial change, and active/inactive status).

New course and program proposals, as well as substantial and non-substantial changes, recommended by the Curriculum Committee and the Faculty Senate to be included in the Palomar College Curriculum Inventory effective Fall 2017 are outlined in the attached "CURRICULUM ACTION ITEMS" documents dated: April 5 and April 19, 2017.

Substantial course changes typically include: TOP code, Course Credit Status, Maximum Units, Minimum Units, Course Basic Skills Status, Course SAM priority code, Course Prior to College Level, and Course Noncredit Category.

Non-substantial course changes typically include: Subject/Catalog Number, Course Title, Transfer Status, Cooperative Work Experience Education Status, Course Classification Status, Repeatability, Special Status, CAN Code, CAN Sequence Code, Funding Agency Category, Course Program Status.

Substantial program changes typically include: new certificate under same TOP code, new degree under same TOP code, new major/area of emphasis under same TOP code, TOP code change to a different TOP code discipline.

Non-substantial program changes typically include: title change, TOP code change within the same TOP code discipline, total unit change, addition/removal of courses.

#### DETAILS:

See the attached summary "CURRICULUM ACTION ITEMS" documents for detailed information regarding curriculum changes.

#### Palomar College Curriculum Committee Meeting Actions Wednesday April 5, 2017

## I. ACTION

- A. SLOs and Curriculum Moving SLOs into CurricUNET
- B. Change the name of Earth, Space and Aviation Sciences to Earth, Space and Environmental Sciences

#### II. ACTION - SECOND READING

The following curriculum changes, pending appropriate approvals, will be effective Fall 2017:

#### A. Credit Course/Program Packages

Package Title: Aviation - Deactivation of Courses and programs Discipline: Aviation Sciences (AVIA) Description: Deactivation of AVIA courses and programs at department's request due to decline in enrollment. Aviation curriculum being re-evaluated and restructured for possible future offerings. *Catherine Jain* 

#### 1. Credit Course Deactivations - Aviation

- a. Course Number and Title: AVIA 100 Introduction To Aviation Sciences Short Title: Intro To Aviation Sciences
   Discipline: Aviation Sciences (AVIA) Transfer Acceptability: CSU
   Reason for deactivation: Decline in enrollment. Catherine Jain
- b. Course Number and Title: AVIA 105 Basic Pilot Ground School Discipline: Aviation Sciences (AVIA) Transfer Acceptability: CSU Reason for deactivation: Decline in enrollment. *Catherine Jain*
- c. Course Number and Title: AVIA 105 Basic Pilot Ground School Discipline: Aviation Sciences (AVIA) Transfer Acceptability: CSU Reason for deactivation: Decline in enrollment. *Catherine Jain*
- d. Course Number and Title: AVIA 106 Commercial Pilot Ground School Discipline: Aviation Sciences (AVIA) Prerequisites: Private Pilot Certificate, or AVIA 105 Transfer Acceptability: CSU Reason for deactivation: Decline in enrollment. Catherine Jain
- e. Course Number and Title: AVIA 107 Instrument Pilot Ground School Discipline: Aviation Sciences (AVIA) Prerequisites: Private Pilot Certificate, or AVIA 105 Transfer Acceptability: CSU Reason for deactivation: Decline in enrollment. Catherine Jain
- f. Course Number and Title: AVIA 120 Aviation Weather Discipline: Aviation Sciences (AVIA) Transfer Acceptability: CSU

Reason for deactivation: Decline in enrollment. *Catherine Jain* 

- g. Course Number and Title: AVIA 145 Glass Cockpits and GPS Navigation Short Title: Glass Cockpits/GPS Navigation Discipline: Aviation Sciences (AVIA) Prerequisites: AVIA 105, or Private Pilot Certificate Transfer Acceptability: CSU Reason for deactivation: Decline in enrollment. *Catherine Jain*
- h. Course Number and Title: AVIA 75 Private Pilot Certification Discipline: Aviation Sciences (AVIA) Grading Basis: Pass/No Pass Only Reason for deactivation: Decline in enrollment. *Catherine Jain*
- Course Number and Title: AVIA 80 Instrument Rating Certification Short Title: Instrument Rating Cert Discipline: Aviation Sciences (AVIA) Grading Basis: Pass/No Pass Only Reason for deactivation: Decline in enrollment. Catherine Jain
- j. Course Number and Title: AVIA 85 Commercial Pilot Certification Discipline: Aviation Sciences (AVIA) Grading Basis: Pass/No Pass Only Reason for deactivation: Decline in enrollment. *Catherine Jain*

## 2. <u>Credit Program Deactivations - Aviation</u>

- a. Program Title: Aircraft Commercial Pilot Discipline: Aviation Sciences (AVIA) Award Type: A.S. Degree Major/Cert. Achievement 18 units/more Total Units: 23 Reason for deactivation: Decline in enrollment. Catherine Jain
- b. Program Title: Aviation Operations and Management Discipline: Aviation Sciences (AVIA) Award Type: A.S. Degree Major/Cert. Achievement 18 units/more Total Units: 33 Reason for deactivation: Decline in enrollment. *Catherine Jain*

## B. Credit Course/Program Packages

Package Title: Upholstery - Deactivation of Courses and programs Discipline: Aviation Sciences (UP) Description: Deactivation of UP courses and programs at department's request due to decline in enrollment. Upholstery curriculum no longer offered at Palomar College. Solange Wasef

- 1. Credit Course Deactivations Upholstery
  - a. Course Number and Title: UP 85 Basic Upholstery Discipline: Upholstery (UP)

Reason for deactivation: Decline in enrollment. *Solange Wasef* 

- b. Course Number and Title: UP 86 Advanced Upholstery Discipline: Upholstery (UP) Recommended Prep: UP 85 Reason for deactivation: Decline in enrollment. Solange Wasef
- c. Course Number and Title: UP 88 Antique Furniture Restoration Discipline: Upholstery (UP) Recommended Prep: UP 85 Reason for deactivation: Decline in enrollment. Solange Wasef
- d. Course Number and Title: UP 90 Automotive Upholstery Discipline: Upholstery (UP) Reason for deactivation: Decline in enrollment. Solange Wasef
- e. Course Number and Title: UP 95 Window Treatments Discipline: Upholstery (UP) Reason for deactivation: Decline in enrollment. Solange Wasef
- f. Course Number and Title: UP 96 Decorator Accessories Discipline: Upholstery (UP) Reason for deactivation: Decline in enrollment. Solange Wasef
- g. Course Number and Title: UP 97 Upholstery Topics Discipline: Upholstery (UP)
   Reason for deactivation: Decline in enrollment.
   Solange Wasef

## C. <u>Credit Program Changes</u>

Program Title: Child and Family Services
 Discipline: Child Development (CHDV)
 Award Type: A.S. Degree Major/Cert. Achievement
 Total Units: 37.50
 Updated description and courses, reorganized program, removed curriculum electives category and child development electives category.
 Laurel Anderson

## D. New Non Credit Courses

- Course Number and Title: N PHOT 920 Getting to Know Lightroom for Older Adults Discipline: Noncredit Photography (N PHOT) Justification: This class is an investigation into the technology and aesthetics of digital photography, with instruction in digital image processing using Adobe Lightroom. *Amy Caterina*
- Course Number and Title: N PHOT 950 Getting to Know your Digital Camera for Older Adults Discipline: Noncredit Photography (N PHOT) Justification: This will be part of the new 50 Plus Community Ed program. This course is similar to our Intro to Digital Camera, Photo 50. We believe it will be a perfect class to try as a

Community Ed non-credit class. Donna Cosentino

### Palomar College Curriculum Committee Meeting Actions Wednesday April 19, 2017

## I. ACTION

A. Include the Open Education Resources (OER) Articulation Statement as a curriculum resource for the Comets Affordable Learning Materials (CALM) Taskforce

#### II. ACTION - SECOND READING

The following curriculum changes, pending appropriate approvals, will be effective Fall 2017:

#### A. New Credit Programs

Program Title: Child and Adolescent Development
 Discipline: Child Development (CHDV)
 Award Type: AA-T Transfer Major
 Total Units: 20.00
 Justification: To prepare students for transfer into the Child and Adolescent Development (CHAD)
 program at CSUSM.
 Jenny Fererro

#### B. Credit Program Reactivation

 Program Title: Commercial Photography Discipline: Photography (PHOT) Award Type: Certificate of Proficiency Total Units: 15 Justification: Provides program career and technical pathways. Donna Cosentino

# C. Credit Course Changes

 Course Number and Title: FASH 175 Analysis, Evaluation, and Comparison of Ready-to-Wear Short Title: Evaluation of Ready-to-Wear Discipline: Fashion (FASH) Transfer Acceptability: CSU Distance Learning Offering(s): Computer Assisted, Video Two Way, Video One Way, Telecourse, Online Updated methods of instruction, outline, textbooks, outside assignments, required writing, critical thinking, and methods of assessment, added Distance Ed; Computer Assisted, Video Two Way, Video One Way, Telecourse, Online *Rita Campo Griggs*

## D. Distance Learning

The following courses may be offered as distance learning and meet Title 5 Regulations 55200-55210, effective Fall 2017.

Catalog/Subject Number	Learning Offerings
FASH 175	Computer Assisted, Video Two Way, Video One Way, Telecourse, Online

#### III. INFORMATION

#### A. Course Outline Reviews

The following courses have completed the course outline review process between February 24, 2017 and April 14, 2017 and are effective Fall 2017.

CHEM 220 Organic Chemistry

# EXHIBIT J-17

BOAR	D DATE: May 9, 2017			REPORTIN	G PERIOD: 3/1/17-4/3	80/17
#.	REQUESTED BY	VENDOR	DESCRIPTION	TERM	AMOUNT	PROP "M"
175.	C. One Deer Gavin FYRST Program	Foundation for California Community Colleges	Grant agreement for youth empowerment strategies for success – independent living program to provide additional services and activities to current and transitional foster youth.	11/15/2016 – 6/30/2017	\$22,500.00	
176.	K. Kailikole Mathematics & Natural Health Science	Cal State University San Marcos	Amendment #5 to subaward agreement with vendor to increase grant amount and change termination date for Peer-Led Study in Physics and Chemistry and Tutoring in Physics & Engineering.	Spring 2017 Expires 8/31/2017	Paid to District \$10,000.00	
177.	P. Ordille EME	The Regents of the University of California, San Diego Health	Renewal of affiliation agreement for clinical learning for our EMT-Paramedic students.	3/9/2017 – 10/31/2021	N/C	
178.	D. Astl Construction & Facilities Planning	Helix Environmental Planning	Amendment #5 to master agreement to provide habitat restoration services as related to the development of the North Education Center – wetland mitigation project.	Effective: 3/9/2017	\$452,800.00	X
179.	J. Odom ETV	KRCB North Bay Public Media	Broadcast license agreement for the broadcast rights for ETV's program "Breaking Point".	4/1/2017 – 4/30/2018	N/C	
180.	J. Smiley Performing Arts Department	Donna Howe	Professional services agreement for consultant to provide services in marketing and program coordination for concert hours and seasonal programs.	2/1/2017 – 6/30/2017	Not to Exceed \$10,000.00	
181.	R. Bianchi TTIP South	Foothill-DeAnza Community College District	Letter of understanding for vendor to provide training to the TTIP CCC TechConnect RFA grant contingent upon awarding of grant from the Chancellor's office.	7/1/2017 – 6/30/2018	\$650,000.00	
182.	ű	Pro Audio Video Event Services	Agreement for vendor to provide audio visual needs in multiple conference rooms for the TTIP South hosted 2017 Online Teaching Conference at the Hilton Anaheim.	6/18/2017 – 6/21/2017	\$82,812.29	
183.	K. Donovan Nursing	Grand Canyon University	Educational alliance participant agreement to provide scholarships to employees, faculty and graduates to online or evening cohort Bachelor's, Master's or Doctoral degree programs.	3/13/2017 – 3/12/2020	N/C	
184.	N. Rose Alcohol & Other Drug Studies	Soap Mat, LLC	Service-Learning memorandum of understanding to provide student-focused learning experience.	2/24/2017 – 2/23/2018	N/C	
185.	ti	ASI Community Center	Service-Learning memorandum of understanding to provide student-focused learning experience.	2/8/2017 – 5/15/2017	N/C	
186.	"	Hospice of the South Coast	Service-Learning memorandum of understanding to provide student-focused learning experience.	2/13/2017 – 5/31/2017	N/C	
187.	"	CARD	Service-Learning memorandum of understanding to provide student-focused learning experience.	2/12/2017 – 2/12/2018	N/C	
188.	"	MFI Recovery Center, Murrieta IOP	Service-Learning memorandum of understanding to provide student-focused learning experience.	2/8/2017 – 4/2/2017	N/C	
189	S. Sivert Language & Literature	Grossmont-Cuyamaca Community College District Auxiliary	Subcontract agreement for Regional Basic Skills Partnership Pilot Program to provide personnel, services, equipment and facilities to strengthen student support services, create relationships with high schools and Cal State University San Marcos and facilitate exchange of faculty lessons at all three levels of education around Basic Skills and student success.	1/2/2017 – 5/31/2018	Paid to District: Not to Exceed \$140,000.00	
190.	J. Odom KKSM	Rooted Supply	Underwriting agreement for underwriting funds paid by vendor to KKSM radio.	07/15/16 — 07/14/17	Paid to KKSM: \$100.00	

BOAF	RD DATE: May 9, 2017				ING PERIOD: 3/1/17- 4/3	
#.	REQUESTED BY	VENDOR	DESCRIPTION	TERM	AMOUNT	PROP "M"
191.	C. One Deer Gavin GFSP/ETS	Escondido Union High School District	Memorandum of understanding for GFSP to work with Del Lago, Escondido, Orange Glen, and San Pasqual high schools for the TRiO Educational Talent Search program to prepare students for education beyond high school.	9/1/2016 – 08/31/2021	N/C	
192.	и	Escondido Union School District	Memorandum of understanding for GFSP to work with Del Dios, Hidden Valley, and Mission middle schools for the TRiO Educational Talent Search program to prepare students for education beyond high school.	ű	"	
193.	и	Vista Unified School District	Memorandum of understanding for GFSP to work with Rancho Buena Vista and Vista high schools, Rancho Minerva middle school, and Vista Innovation and Design Academy for the TRiO Educational Talent Search program to prepare students for education beyond high school.	u	"	
194.	J. Harris Student Health Services	Point and Click Solutions, Inc.	Software hosting agreement that consists of a hosted Practice Management System and Electronic Health Record System.	Effective: 1/1/2017	Set-up Fee: \$4,000.00 Prorate Annual Fee: \$3,034.00 Year 2 Annual Fees \$16,806.00	
195.	N. Rose Alcohol and Other Drug Studies	Community Health Systems, Inc.	Service-Learning memorandum of understanding to provide student-focused learning experience.	3/1/2017 – 3/1/2018	N/C	
196.	D. Sourbeer Instruction	Dr. Phyllis Sensenig Program Development Services	Independent contractor agreement for contractor to write and submit a Title V Developing Hispanic Serving Institutions proposal to the U.S. Department of Education.	3/15/2017 – 4/24/2017	\$180/hour Not to Exceed: \$20,000.00	
197.	C. One Deer Gavin GFSP-GEAR UP	Valley Center-Pauma Unified School District	Memorandum of understanding for GFSP GEAR UP to provide early intervention with sixth-grade through twelfth-grade students at Pauma and Valley Center High schools to prepare them for education beyond high school.	2/1/2017 – 10/1/2023	Paid to Vendor: \$45,000.00/school year	
198.	и	Vista Unified School District	Memorandum of understanding for GFSP GEAR UP to provide early intervention with sixth-grade through twelfth-grade students at Rancho Minerva Middle, Vista Innovation and Design Academy, Rancho Buena Vista High and Vista High schools to prepare them for education beyond high school.	2/1/2017 – 10/1/2023	Paid to Vendor: \$45,000.00/school year	
199.		Fallbrook Union Elementary School District	Memorandum of understanding for GFSP GEAR UP to provide early intervention with sixth-grade through Eighth-grade students at Fallbrook Street, La Paloma, Live Oak, Maie Ellis, William H. Frazier elementary schools and Potter Junior High schools to prepare them for education beyond high school.	2/1/2017 – 10/1/2019	Paid to Vendor: \$45,000.00/school year	
200.	R. Ballesteros-Perez Human Resource Services	Reward Strategy Group (RSG)	Letter of agreement for consultant services to perform the consulting analyses necessary to provide District with recommendations for actions on reclassifications.	Effective: 3/20/2017	\$29,400.00	

BOAR	RD DATE: May 9, 2017				NG PERIOD: 3/1/17-4/3	
#.	REQUESTED BY	VENDOR	DESCRIPTION	TERM	AMOUNT	PROP "M"
201.	C. One Deer Gavin GFSP Upward Bound	QLN Conference Center	Facilities usage agreement for use of Exhibit Hall for end of the year student participant graduation, promotion and new student participant induction for the Upward Bound program.	06/01/2017	\$2,000/00	
202.	K, Donovan Nursing Education	Vista Community Clinic	New affiliation agreement to provide clinical learning experiences to District nursing program students.	03/16/2017 – 03/15/2022	N/C	
203.	K. Kailikole Mathematics & The Natural Heath Sciences	California State University San Marcos	Subaward agreement to Title V HIS STEM Grant for vendor to provide personnel, purchase appropriate supplies, and travel to facilitate work and subaward activities as identified in the Department of Education grant.	10/1/2016 – 9/30/2017	Paid to CSUSM: \$156,116.00	
204.	J. Odom ETV	City of San Marcos	Renewal of memorandum of understanding to continue partnership to enhance and expand Educational TV (ETV) programming in San Marcos for residents, students and other interested parties.	03/28/2017 - 06/30/2018	N/C	
205.	R. Williams Camp Pendleton Education Center	Marine Wing Support Squadron 372 of Camp Pendleton	Use of facilities agreement to hold classes in the classroom in Building 25265 for Spring 2017.	04/03/2017 – 05/25/2017	N/C	
206.	"	Assault Craft Unit 5 of Camp Pendleton	Use of facilities agreement to hold classes in the classrooms 101/102 in ACU-5 for Spring 2017 (Fast Track 2).	04/03/2017 – 05/25/2017	N/C	
207.	R. Bianchi TTIP South	Shari Baurle Green	Agreement with independent contractor to provide grant writing services for RFA#17-056 TTIP CCC TechConnect grant (formerly TTIP South Project).	2/6/2017 - 3/11/2017	\$3,500.00	
208.	P. Ordille EME	UC San Diego School of Medicine	Anatomical material request application and anatomical material use agreement for two long-neck and short-neck whole cadavers.	Effective: 4/11/2017	N/C	
209.	O. Diaz Counseling Student Success & Equity	Maverick Solutions	One year subscription for PeopleSoft Campus Solutions On Demand training plan for up to 20 users.	4/28/2017 – 4/27/2018	\$\$37,999.00	
210.	C. Moise Information Services	Governet	Curricunet annual hosting maintenance and support extension agreement for ongoing system hosting, user support, system maintenance and periodic future upgrades.	7/1/2016 – 6/30/2019	\$13,500.00/Annually	
211.	H. Murray Performing Arts	Matthew Novotny	Agreement with independent contractor to perform the services of lighting designer for the Spring 2017 dance production of "Faculty Dance".	5/1/2017 – 5/21/2017	\$1,000.00	
212.	K. Donovan Nursing Education	California State University Dominguez Hills	Clinical Affiliation Agreement with California State University Dominguez Hill for the University's BSN, MSN and Nurse Practitioner program students to obtain their clinical experience at Palomar College.	08/15/2017 – 08/14/2022	N/C	
213.	H. Murray Performing Arts	Tim luey	Agreement with independent contractor to be guest performer for Jazz Ensemble concert, "Pop Goes the Jazz Band", on April 15, 2017.	04/15/2017	\$1,000.00	
214.	"	Ching-Ming Cheng	Agreement with independent contractor to perform as Piano Concerto soloist for Palomar Symphony Orchestra – "Great Beginnings", on May 13, 2017.	05/13/2017	\$1,000.00	

BOAR	D DATE: May 9, 2017		REPORTIN	G PERIOD: 3/1/17-4/	30/17	
#.	REQUESTED BY	VENDOR	DESCRIPTION	TERM	AMOUNT	PROP "M"
215,	A. Lee Financial Aid	Jerry Dean Perez – Acumen Enterprises, Inc.	Agreement with independent contractor to analyze, troubleshoot and make recommendation to resolve current deficiencies in Financial Aid set up 17/18 Budgets, Packing and Disbursements.	4/24/2017 – 6/30/2017	\$14,000.00	

# Quarterly Report of Chief Financial Officer Regarding Disclosure of District Investments

Pursuant to Government Code Section 53646, you are hereby notified that as of the quarter ending on March 31, 2017 the funds of the Palomar Community College District were invested as provided below and shown in detail on the attached exhibits. This portfolio complies with the current investment policy.

Exhibit A FDIC-Insured Accounts in Banks and in Savings and Loan Associations	\$ 2,359,737.13	
Exhibit B San Diego County Treasury Investment Pool	\$ 264,437,699.48	
<b>Exhibit C</b> Securities, Investments and Funds (Other than those shown in Exhibit A)	\$134,335,188.59	

TOTAL

\$ 401,132,625.20

#### EXHIBIT A

#### Investments of the Palomar Community College District Quarter Ending March 31, 2017 Government Code Section 53646(e)

#### Federal Deposit Insurance Corporation-Insured Accounts As of March 31, 2017 the funds of the Palomar Community College Dist

Wells Fargo 550 California St San Francisco, CA 94104

Palomar College Transfer Account	500,000.00
Palomar College Associated Students Checking	127,928.83
Palomar College Financial Aid Federal Account	1,241,125.33
Palomar College Payroll - DDP	6,941.50
Palomar College Payroll - Federal Taxes	0.00
Palomar College Payroll - State Taxes	0.00
Palomar College Revolving Cash Fund	20,965.07
Palomar College State of CA Cal Grant Account	462,776.40
Total Wells Fargo	2.359.737.13
	2,009,707.10
Bank Total	\$ 2,359,737.13

#### EXHIBIT B

#### Investments of the Palomar Community College District Quarter Ending March 31, 2017 Government Code Section 53646(e)

#### San Diego County Treasury Investment Pool

The County Treasurer reports that the market value of the Pool as of March 31, 2017 was 99.644%, which is an increase of .016 basis pts from the final 99.628% for the previous guarter.

All investments made during the quarter were in compliance with the County Investment Policy for Pooled Money, dated January 2005

On March 31, 2017, the Cash in County balances of the Palomar Community College District are:

General Fund	22,450,094.17
Capital Outlay Fund	23,931,060.86
Child Center Fund	370,717.77
Energy Conservation Project Fund	1,490,843.37
Trust Fund	1,672,794.20
Post Retirement Benefits Fund	994,040.91
Prop M Series A Debt Service Fund	7,518,271.79
Prop M Series B Debt Service Fund	2,613,929.14
Prop M Series C Debt Service Fund	11,314,291.17
Prop M Building Fund	192,081,656.10
Total Cash in County Treasury	\$ 264,437,699.48

Market value in County Treasury (at March 31, 2017 average rate)

99.628% \$263,453,991.24

#### EXHIBIT C

#### Investments of the Palomar Community College District Quarter Ending March 31, 2017 Government Code Section 53646(b) (1)

#### Securities, Investments and Funds (Other than those listed in Exhibit A)

California Community College Financing Authority Lease Revenue Bonds, Series 2010B (Refinance of 1994 Certificates of Participation - Escondido Center)			
Trustee of funds: Bank of New York Mellon 400 South Hope Street, Suite 400 Los Angeles, CA 90017			
Investment balances at Market Value as of March 31, 2017 Palomar Interest Fund-Federated Money Market Palomar Principal Fund-Federated Money Market		0.00	
Palomar Reserve Fund-Federated Money Market Palomar Debt Service Sub Account-Federated Money Market Palomar 2015 Escrow GO Bonds Cost of Issuance		392,081.27	
Palomar 2015 Escrow Escondido FD 06A GO Bonds Cost of Issuance Palomar 2015 GO Bonds Cost of Issuance	1:	29,221,826.93	
Palomar Funds Totals	\$ 12	29,613,908.20	
California Community College Financing Authority Lease Revenue Bonds, Series 2001A (Student Union Center Project)			
Trustee of funds: U. S. Bank Trust National Association 633 West Fifth Street, 24th Floor Los Angeles, CA 90071			
Investment balances at Market Value as of March 31, 2017 Palomar Reserve-Bayerische Landesbank Investment Agmt Palomar Reserve-First American Treasury Obligations CI D Palomar Principal-First American Treasury Obligations CI D		5,607.22 193,956.13	
Palomar Interest-First American Treasury Obligations CI D		149,800.00	
Palomar Lease Revenue Bonds Total	\$	349,363.35	
Retiree Health Benefits Funding Program Joint Powers Agency (Fund 69-Retiree Health Benefits)			
Trustee of funds: U. S. Bank Institutional Trust & Custody 3121 Michelson, Suite 300 Irvine, CA 92612			
Investment balances at Market Value as of March 31, 2017 Palomar Community College District Bonds Plus Portfolio	:	\$4,371,917.04	

#### EXHIBIT D ANNUAL STATEMENT OF INVESTMENT POLICY

The Governing Board of Palomar Community College District is concerned about the preservation of principal balances of all funds. The Board intends to follow a conservative investment strategy.

#### Investment Objectives

The Governing Board has established the priority of investment objectives in the following order:

Preservation of principal Cash flow and liquidity Generation of returns on investments.

#### Management Responsibility

The Governing Board of Palomar Community College District delegates the management responsibility for District investments to the Superintendent/President. The Superintendent/President may designate the authority to establish written procedures for investments to the Assistant Superintendent/Vice President for Finance and Administrative Services.

The Superintendent/President or designee, shall use the San Diego County Treasury for deposits of moneys received in the following funds:

General Fund Child Center Fund Capital Outlay Fund Energy Conservation Fund Trust Fund

The Superintendent/President or designee, will establish separate bank accounts for functions or revenue-producing activities or operations not directly associated with but complementary to the regular instructional and noninstructional functions of the District. Moneys will be deposited only in banks having extended coverage of deposits in excess of \$100,000 insured by the Federal Deposit Insurance Corporation (FDIC). Permissible operations include:

Cafeteria Bookstore Electronic Transfer Accounts Clearing Accounts (Transfer Account) Student Financial Aid Scholarship and Loan Activities Associated Student Body Revolving Cash Fund Enterprise Accounts

The Superintendent/President or designee, may invest, as permitted by law and this policy, all or part of the surplus moneys of the District not required for immediate District use. Investment of District funds shall be limited to the following specific investments:

The San Diego County Investment Pool/County Treasurer The Local Agency Investment Fund United States Treasury Bills Prime Commercial Paper having an "AA" rating or better Certificates of Deposit Guaranteed Investment Contracts

During the execution of duties, the Superintendent/President or designee shall exercise and operate under the standards of a prudent investor.

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WELLS FARGO BA P.O. BOX 63020							
SAN FRANCISCO,				Page 1 of 2			
	PALOMAR COMMUNITY COLLEGE DI	STRICT		Account Number - DDA			
	ATTN: FISCAL 1140 W MISSION RD			4121334320			
	SAN MARCOS CA 92069-1415						
	THIS STATEMENT COVERS 12/01/2	A3.6 (000.010.00)					
	THIS STATEMENT COVERS 12/01/2	VIS TRRUUGS I	2/31/2015				
	PLEASE CALL YOUR CUSTOMER SERVICE						
MANAGEMENT CLI	ENT SERVICES AT 1-800-AT-WELLS (1-8	00-289-3557), 0	PTION 2.				
WELLS FARGO TH	EASURY PLUS						
FUND SUMMARY			Beginning Balance Shares Purchased	5,270,889.87 2,300,245.34 +			
	10000	0280	Shares Rednemed	6,355,753.09 -			
Dividends Karn Pederal Withho	Iding YTD	37.49	Ending Balance	1,215,382.12			
7-Day Simple Y Pedaral Withbo		.00	Prior Month Dividends Paid to Checking Dividends Barned in Current Month	17.40 26.62			
			Funds Pending Investment	176,312.16			
Transaction De	tail						
12-01-2015	Beginning Balance		5,270,889.87				
12-01-2015	Next Day Sweep Purchase		1,621.95				
12-02-2015 12-03-2015	Next Day Sweep Furchase Next Day Sweep Furchase		9,840.70 68,667.67				
12-04-2015	Next Day Sweep Purchase		506,158,20				
12-07-2015	Next Day Sweep Furchase		19,275,50				
12-08-2015	Next Day Sweep Purchase		5,192.48				
12-09-2015	Next Day Sweep Furchase		13,250.25				
12-10-2015	Sweep Funds Return To DDA		3,805,440.00				22
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						1	/12/2016

EXHIBIT J-19

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE		
Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA District: (060) PALOMAR		CHANGE THE PERIOD       Y         Fiscal Year:       2016-2017         Quarter Ended:       (Q3) Mar 31, 2017
Your Quarterly Data is ready for certification.	to al faculta a	
Please complete the fields below and click on the 'Certify This Quar		
Chief Business Officer	District Con	tact Person
CBO Name: Ron Ballesteros-Perez	Name:	Carmen M. Coniglio
CBO Phone: Use format 9995555-1212 7803744-1190	Title:	Director, Fiscal Services
CBO Signature:		Use format 999-555-1212
Date Signed: 4/2 8/1:7	Telephone:	760-744-1150
	-	Use format 999-555-1212
Chief Executive Officer Name: Voi Lin Blake, Ed.D.	Fax:	760-761-3586
CEO Signature:	E-Mail:	CConiglio@palomar.edu
Date Signed:	L-Hall.	Coolingilo@paio/nai.edu
Electronic Cert Date:		
Certify This Quarter		
California Community College Fiscal Service 1102 Q Street, St Sacramento, Califo	ite 4550	e

Send questions to: Christine Atalig (916)327-5772 <u>sataliq@scccco.edu</u> or Tracy Britten (916)324-9794 <u>tbritten@scccco.edu</u> © 2007 State of California. All Rights Reserved.

## CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

VIEW	QUARTERLY DATA			CHANGE THE Fiscal Yea	PERIOD Y
District:	(060) PALOMAR		Quarter	Ended: (Q3)	Mar 31, 2017
Line	Description		June 30 for the fi		
Line	Description	Actual 2013-14	Actual 2014-15	Actual 2015-16	Projected 2016-2017
Unrestric	ted General Fund Revenue, Expenditure and Fund Balance:				
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	102,198,939	106,669,421	118,065,699	108,727,423
A.2	Other Financing Sources (Object 8900)	737,927	1,248,415	763,000	954,900
A.3	Total Unrestricted Revenue (A.1 + A.2)	102,936,866	107,917,836	118,828,699	109,682,323
B	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	101,184,309	102,928,444	104,961,269	111,227,826
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	4,851,699	5,455,603	5,420,650	5,908,755
B.3	Total Unrestricted Expenditures (B.1 + B.2)	106,036,008	108,384,047	110,381,919	117,136,581
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-3,099,142	-466,211	8,446,780	-7,454,258
D.	Fund Balance, Beginning	13,647,556	10,548,414	10,082,203	21,852,544
D.1	Prior Year Adjustments + (-)	0	0	3,323,561	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	13,647,556	10,548,414	13,405,764	21,852,544
Ε.	Fund Balance, Ending (C. + D.2)	10,548,414	10,082,203	21,852,544	14,398,286
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	9.9%	9.3%	19.8%	12.3%

G.1 Annualized FTES (excluding apprentice and non-resident) 18,802 19,323 16,603 18,111

		As of the sp	ecified quarter e	nded for each fis	scal year
II. Total C	General Fund Cash Balance (Unrestricted and Restricted)	2013-14	2014-15	2015-16	2016-2017
H 1	Cash, excluding borrowed funds		24,763,171	23,758,497	22,978,001
H 2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	20,468,345	24,763,171	23,758,497	22,978,001

#### IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Y∉ar-te-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
1.	Revenues:				
1.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	106,876,950	108,727,423	73,891,552	68%
1.2	Other Financing Sources (Object 8900)	728,000	954,900	868,000	90.9%
1.3	Total Unrestricted Revenue (I.1 + I.2)	107,604,950	109,682,323	74,759,552	68.2%
J	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	105,961,179	111,227,826	83,308,258	74.9%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	5,627,106	5,908,755	5,546,413	93.9%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	111,588,285	117,136,581	88,854,671	75.9%
К.	Revenues Over(Under) Expenditures (I.3 - J.3)	-3,983,335	-7,454,258	-14,095,119	
L	Adjusted Fund Balance, Beginning	21,852,544	21,852,544	21,852,544	
L.1	Fund Balance, Ending (C. + L.2)	17,869,209	14,398,286	7,757,425	
м	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	16%	12.3%		

#### V. Has the district settled any employee contracts during this quarter?

YES

If yes, complete the following	: (If multi-year settlement,	provide information for all	years covered.)	
Contract Period Settled	Management	Acad	emic	Classified
(Specify)		Permanent	Temporary	

YYY	'Y-YY	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% =	Total Cost Increase	oy •
a. SALARIES:									
	Year 1: 2017	217,664	3%					487,518	3%
	Year 2:								
	Year 3:								
b. BENEFITS:									
	Year 1: 2017	45,714	3%					115,974	3%
	Year 2:								
	Year 3:								

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code. The 3% raise for all administrators and classified employees were funded from District reserves.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANs), issuance of COPs, etc.)?	NO
If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)	

VII.Does the district have significant fiscal problems that must be addressed?	This year?	NC
	Next year?	NC

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

1

FY 06-07 UNR BGDT, GOV BRD, 5.92% COLA, POS AUTH.	FY-2006-2007	3	494
FY 07-08 UNR BGDT, GOV BRD, BGDT DEV, CCE SAL INCR.	FY-2007-2008	3	495
FY 07-08 Payroll June - April	FY-2007-2008	3	496
FY 07-08 Payroll May - June	FY-2007-2008	3	497
FY 08-09 BGDT Development Files	FY-2008-2009	3	498
PO VOUCHERS	FY-2008-2009	3	535
FY 2008-2009 PAYROLL JOURNALS JUL 08-MAY 09	FY 2008-2009	3	557
FY 2008-2009 PAYROLL JOURNALS JUN 09	FY 2008-2009	3	558
FY09-10 BGDT DEV. & FY08-09, 09-10 GOV BRD AGD , BOX 2 OF 2	FY 2009-2010	3	571
FY10-11 BGDT DEV. BX 1 OF 1	FY 2009-2010	3	572
FY08-09 & 09-10 BGDT ADJ. BOX 1 OF 1	FY 2009-2010	3	573
Transfer Acct. Bk Rec-FY'02-'03;FY'03-'04;FY'04-'05;RCF FY'97-98;FY'98-99;FY'99-'00;FY'01-'02;FY'02-'03;FY'03- '04;FY'05-'06;AX Activity Rpt FY'06-'07;DS Merch Stmnt FY'04-'05;'05-06;'06-'07	Various	3	577
Merchant StmntFY'08-'09; Merchant Daily Stmnt FY'07-'08;FY'08-'09;FY'09-'10;VI/MC & DS Merchant Stmnt FY'08- '09; FY'09-'10; AX Activity Rpt FY'07-'08;'08-'09;'09-'10	Various	3	578
FY 08-09 Trial Payment and Commercial Warrant Registers	FY 08-09	3	590
FY 09-10 Trial Payment and Commercial Warrant Registers	FY 09-10	3	591
FY 10-11 Trial Payment and Commercial Warrant Registers	FY 10-11	3	592
FY 09-10 Department Deposits	FY 09-10	3	593
Payroll FY 09-10 and FY 06-07 Budget Adjustments	FY 09-10/06-07	3	596
FY 03/04 thru 06/07 Budget Adjustments 1112900 thru 1633400	FY 06-07	3	597
Payroll FY 09-10	FY 09-10	3	598
FY09-10 AP VOUCHERS BOX 1 OF 16 (A-ARAMARK SRVCS)	FY 2009-2010	3	599
FY09-10 AP VOUCHERS BOX 2 OF 16 (ARAMARK UNIF-ATHLETIC TRVL)	FY 2009-2010	3	600
FY09-10 AP VOUCHERS BOX 3 OF 16 (ATT-BAKER ELECT)	FY 2009-2010	3	601
FY09-10 AP VOUCHERS BOX 4 OF 16 (BANC OF AMER-COMPUTERLAND)	FY 2009-2010	3	602
FY09-10 AP VOUCHERS BOX 5 OF 16 (CONSTELLATION-EPIC MEDICS)	FY 2009-2010	3	603
FY09-10 AP VOUCHERS BOX 6 OF 16 (ERES ENTR-INTL PAPER)	FY 2009-2010	3	604

FY09-10 AP VOUCHERS BOX 7 OF 16 (J-LW BLACKINTON)	FY 2009-2010	3	605
FY09-10 AP VOUCHERS BOX 8 OF 16 (M-NINYO & MOORE)	FY 2009-2010	3	606
FY09-10 AP VOUCHERS BOX 9 OF 16 (NINYO & MOORE-ORDWAY)	FY 2009-2010	3	607
FY09-10 AP VOUCHERS BOX 10 OF 16 (P-R)	FY 2009-2010	3	608
FY09-10 AP VOUCHERS BOX 11 OF 16 (S-SERVICE ELECT)	FY 2009-2010	3	609
FY09-10 AP VOUCHERS BOX 12 OF 16 (SHADDOW, M-TRUMPCARD)	FY 2009-2010	3	610
FY09-10 AP VOUCHERS BOX 13 OF 16 (U-Z)	FY 2009-2010	3	611
FY09-10 AP VOUCHERS BOX 14 OF 16 (EMPL REIMB, PAYROLL, TRAVEL A-AZ)	FY 2009-2010	3	612
FY09-10 AP VOUCHERS BOX 15 OF 16 (TRAVEL B-LZ)	FY 2009-2010	3	613
FY09-10 AP VOUCHERS BOX 16 OF 16 (TRAVEL MA-Z)	FY 2009-2010	3	614
FY09-10 AP CAL CARDS BOX 1 OF 2 (JUL-DEC 2009)	FY 2009-2010	3	616
FY09-10 AP CAL CARDS BOX 2 OF 2 (JAN-JUN 2010)	FY 2009-2010	3	617
FY07-08-PURCHASE ORDERS 0800000-0840440	FY 2007-2008	3	621
FY07-08-PURCHASE ORDERS 0840441-0870203	FY 2007-2008	3	622
FY07-08-PURCHASE ORDERS 0870200-0870854	FY 2007-2008	3	623
FY 07-08-PURCHASE ORDERS 0870855-0840228	FY 2007-2008	3	624
FY99-06-MISC FILES, FY00-05-FOUNDATIONS, FY00-08-REHABILITATION, FY01-05 FIRE TECH, EME, PUBLIC SAFETY	FY 99-06, FY 00-05, FY 00- 08, FY 01-05	3	626
FY96 -08 MARINES FILES, FY 97-05 NAVY FILES, FY 06-08 NAVY, ARMY &COAST GUARD FILES.	FY96-08, FY 97-05, FY 06- 08	3	627
FY SUMMER07- FALL 08 3RD PARTY BILLING, ARMY EDD, DOR, VET, NAVY, UAW, 529 TX, HORIZONS	FY SUMMER07- FALL 08	3	628
FY SPRING 08 - FALL 08 3RD PARTY BILLING, ARMY EDD, DOR, VET, NAVY, UAW, 529 TX, HORIZONS	SPRING 08 - FALL 08	3	629
Fiscal Various Files	FY 06-10	3	637
JOURNAL ENTRIES FY07-08	FY 07-08	3	643
		3	648
FY 10-11 Credit Card Receipts/Deposit Slips/Transfer Account, JAN-JUNE 2011	FY 2010-2011	3	
	FY 2010-2011 FY 2008-2009, FY 2009-201	3	649
FY 10-11 Credit Card Receipts/Deposit Slips/Transfer Account, JAN-JUNE 2011			
FY 10-11 Credit Card Receipts/Deposit Slips/Transfer Account, JAN-JUNE 2011 FY 08-09/09-10 Credit Card Receipts/Deposit Slips/Transfer Account, APR-SEPT 2009	FY 2008-2009, FY 2009-201	3	649
FY 10-11 Credit Card Receipts/Deposit Slips/Transfer Account, JAN-JUNE 2011 FY 08-09/09-10 Credit Card Receipts/Deposit Slips/Transfer Account, APR-SEPT 2009 FY 07-08/08-09 Hand Receipts 037651-03770 & 108453-109952, 1/10/08-9/9/08	FY 2008-2009, FY 2009-201 FY 2007-2008, 2008-2009	3	649 650

FY 09-10 Parking Permit Refunds, Summer-Fall 2009	FY 2009-2010	3	656
FY 07-08 Credit Card Receipts/Deposit Slips/Transfer Account, FEB-MARCH 2008	FY 2007-2008	3	657
Cash Receipt Books MISC. '02-'11, Armor Receipt Books MISC. '08-'11	FY 2002-2011	3	658
FY 09-10/10-11 Credit Card Receipts/Deposit Slips/Transfer Account, JAN-AUG 2010	FY 2009-2010, 2010-2011	3	659
FY 09-10 Credit Card Receipts/Deposit Slips/Transfer Account, OCT 2009-FEB 2010	FY 2009-2010	3	660
FY 06-07 ESL Receipts - San Marcos/PCEC Spring 2007	FY 2006-2007	3	661
FY 09-10 Departmental Deposits	FY 2009-2010	3	662
FY 09-10 ADM, ASG, CPPEN, & PCEC Daily Reports	FY 2009-2010	3	663
FY 09-10 MAIN Daily Reports JULY 2009-JAN 2010	FY 2009-2010	3	664
FY 09-10 MAIN Daily Reports FEB-JUNE 2010	FY 2009-2010	3	665
FY 09-10/10-11 ESL Escondido Receipts, Summer 2009-Fall 2010	FY 2009-2010, 2010-2011	3	666
FY 07-08 ESL Receipts - San Marcos/PCEC/Poway Fall 2007	FY 2007-2008	3	671
FY 07-08 Credit Card Receipts/Deposit Slips/Transfer Account, JAN-FEB 2008	FY 2007-2008	3	676
FY 08-09 ESL Health Fee Copies, Fall '08-Spring '09-Summer '09	FY 2008-2009	3	677
FY 07-08 Credit Card Receipts/Deposit Slips/Transfer Account, JULY-AUG 2007	FY 2007-2008	3	678
FY 10-11 MAIN Daily Reports JULY-AUG 2010	FY 2010-2011	3	680
FY 10-11 MAIN Daily Reports SEP 2010-JUNE 2011	FY 2010-2011	3	681
FY 10-11 ADM, ASG, CPPEN, & PCEC Daily Reports	FY 2010-2011	3	682
FY 10-11 Departmental Deposits	FY 2010-2011	3	683
FY 09-10/10-11 Parking Permit Refunds, Spring-Summer-Fall 2010-Spring 2011	FY 2009-2010, 2010-2011	3	694
FY 09-10 Journal Entries, JULY 2009-JAN 2010	FY 2009-2010	3	695
FY 09-10 ASG Req./Binders, Budget Fund 71-73, Bank Statements, Credit Card Slips FEB '09-JUNE '10	FY 2009-2010	3	696
FY 09-10 Journal Entries, FEB-JUNE 2010	FY 2009-2010	3	697
FY 09-10 SF/DR Journals and Book Transfers to County	FY 2009-2010	3	698
FY 10-11 Student SCH/TUITION Refunds, JULY 2010-JUNE 2011	FY 2010-2011	3	700
FY 10-11 1st-4th Quarter PCC 76 Check Registers	FY 2010-2011	3	701
FY 10-11 Departmental Deposits	FY 2010-2011	3	702
FY 10-11 AP VOUCHERS BOX 1 OF 15 (A-AMTECH)	FY 2010-2011	3	704
FY 10-11 AP VOUCHERS BOX 2 OF 15 (ANTHEM-ATHLETIC ENTRY FEES)	FY 2010-2011	3	705
FY 10-11 AP VOUCHERS BOX 3 OF 15 (ATHLETIC OFFICIALS-AT&T)	FY 2010-2011	3	706
FY 10-11 AP VOUCHERS BOX 4 OF 15 (BAKER ELECT-CHOW, YUN SONG)	FY 2010-2011	3	707
FY 10-11 AP VOUCHERS BOX 5 OF 15 (CI INC-DEPT OF REHAB)	FY 2010-2011	3	708

FY 10-11 AP VOUCHERS BOX 6 OF 15 (DIAMOND-HMC GROUP)	FY 2010-2011	3	709
FY 10-11 AP VOUCHERS BOX 7 OF 15 (I-KRYVOKOBYSKY)	FY 2010-2011	3	710
FY 10-11 AP VOUCHERS BOX 8 OF 15 (L-MYERS)	FY 2010-2011	3	711
FY 10-11 AP VOUCHERS BOX 9 OF 15 (N-OTIS)	FY 2010-2011	3	712
FY 10-11 AP VOUCHERS BOX 10 OF 15 (P-S)	FY 2010-2011	3	713
FY 10-11 AP VOUCHERS BOX 11 OF 15 (SADLER-SWINERTON)	FY 2010-2011	3	714
FY 10-11 AP VOUCHERS BOX 12 OF 15 (T-V)	FY 2010-2011	3	715
FY 10-11 AP VOUCHERS BOX 13 OF 15 (W-Z,EMPL REIMB,PAYROLL)	FY 2010-2011	3	716
FY 10-11 AP VOUCHERS BOX 14 OF 15 (TRAVEL A-K)	FY 2010-2011	3	717
FY 10-11 AP VOUCHERS BOX 15 OF 15 (TRAVEL L-Z)	FY 2010-2011	3	718
FY 08-09 PO'S 0960100-0960199/0965000-0965099/0970000-0970699	FY 2008-2009	3	719
FY 08-09 PO'S 0940000-0940499/0960000-0960099/0970700-0970899	FY 2008-2009	3	720
FY 08-09 PO'S 0900000-0910099/0925000-0925099/0940000-0940036/0975000-0980199/0995000-0995099/	PROP M-M09010000-M090	3	721
FY 09-10 PO'S 5-100 and any PO'S above 100 FY 2009/1080000-1080100 FY 2010/5-600-FY 2010	FY 2009-2010	3	722
FY 2010 PO'S 601-1250 Just year 2010	FY 2010	3	723
FY 11-12 PAYROLL FEB - JUN	FY 2012	3	726
F.Y.11-12 Parking, Scholarships & Tuition REFUNDS	July 2011-June 2012	3	728
F.Y. 11-12 ADM, ASG, CPPEN & PCEC DAILY TENDER DETAIL REPORTS	July 2011-June 2012	3	729
F.Y. DEPARTMENTAL DEPOSITS	July 2011-June 2012	3	730
PARKING REFUNDS SUMMER 2011, FALL 2011 & SPRING 2012	July 2011-June 2012	3	731
Credit Card Receipts	March 2012 - June 2012	3	733
Credit Card Receipts	July 2011 - February 2012	3	734
Staff Assistance - MISC. FILES	JULY 2003- JUNE 2012	3	736
FY11-12 AP Vouchers AU-CE Box 3 of 12	FY11-12	3	739
FY11-12 AP Vouchers SA-SI Box 10 of 12	FY11-12	3	746
FY11-12 AP VOUCHERS TRAVEL A-H BOX 1-3	FY11-12	3	749
FY11-12 AP VOUCHERS TRAVEL I-T BOX 2-3	FY11-12	3	750
FY11-12 AP VOUCHERS T-Z TRAVEL; REIMB; PAYROLL; ATHLETIC COMP BOX 3-3	FY11-12	3	751
PAYROLL MAY-JUNE 2012	FY 12-13	3	753
BUDGET ADJS 0611019 - 2071000 FY08-09	FY 08-09	3	754
FY 10-11 SF/DR Journals and Book Transfers to County	FY 2010-2011	3	756
FY 10-11 ASG Req./Binders, Budget Fund 71-73, Bank Statements, Deposit/Credit Card Slips 10-11 & 08-09	FY 2010-2011	3	757
FA 2009-2010 FUND 12 GFSP	FY 2009-2010	3	823

# EXHIBIT N-1



# Purchase Orders - Board Report

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<u>PO #</u>	Date	Vendor Name	Category	Department	Amount
Equipment an	d Supplies				
0000013453	03/22/17	SCHOOL HEALTH CORPORATION	NONINSTR SUPPLIES/MATERIALS	AED'S	6,939.92
0000013468	03/28/17	APPLE COMPUTER INC	EQUIP TECH INSTR 5K OR MORE	MEDIA STUDIES DEPARTMENT	1,817.49
0000013468	03/28/17	APPLE COMPUTER INC	INSTR SUPPL/MATERIALS	MEDIA STUDIES DEPARTMENT	4,320.00
0000013479	03/29/17	CDW GOVERNMENT	NONINSTR SUPPLIES/MATERIALS	INFORMATION SYSTMS & SVC	3,283.85
0000013480	03/29/17	CDW GOVERNMENT	NONINSTR SUPPLIES/MATERIALS	ADA	174.58
0000013481	03/29/17	CDW GOVERNMENT	SOFTWARE UNDER \$5,000.00	OFFICE, VP HUMAN RESRCSVC	560.43
0000013485	03/29/17	DELL COMPUTER CORPORATION	EQ NONIN ADD 1K-4999; GUNS;CPU	GEAR UP	28,377.59
0000013488	04/04/17	REALITYWORKS INC	SHIPPING/HANDLING CHARGES	NURSING EDUCATION	749.77
0000013488	04/04/17	REALITYWORKS INC	EQUIP TECH INSTR 5K OR MORE	NURSING EDUCATION	1,211.70
0000013488	04/04/17	REALITYWORKS INC	EQUIP TECH INSTR 5K OR MORE	NURSING EDUCATION	6,135.29
0000013488	04/04/17	REALITYWORKS INC	EQUIP TECH INSTR 5K OR MORE	NURSING EDUCATION	10,905.33
0000013497	04/04/17	WAXIE INC	EQ NONIN ADD 1K-4999; GUNS;CPU	OFFICE, VP ADMINISTRATIV	5,006.49
0000013502	04/06/17	PROFORCE MARKETING INC	NONINSTR SUPPLIES/MATERIALS	CAMPUS POLICE	3,947.53
0000013503	04/06/17	MARKETING IDEAS CALIFORNIA	PRINTING	OFFICE OF VP STUDENT SVC	15,000.00
0000013505	04/06/17	DEER VALLEY PRESS	INSTR SUPPL/MATERIALS	FIRE TECHNOLOGY	1,923.13
0000013507	04/06/17	SUBURBAN PROPANE LP	INSTR SUPPL/MATERIALS	FIRE TECHNOLOGY	1,295.24
0000013509	04/06/17	ACE PRINTING SOLUTIONS LLC	INSTR SUPPL/MATERIALS	GRAPHIC COMMUNICATION	236.02
0000013515	04/07/17	NEW TECHNICAL SOLUTIONS INC	INSTR SUPPL/MATERIALS	GRAPHIC COMMUNICATION	972.67
0000013516	04/07/17	VCELLA KILNS INC	EQUIP INSTR, REPL 1K - 4999	ART	4,665.58
0000013517	04/07/17	APPLE COMPUTER INC	EQ NONIN ADD 1K-4999; GUNS;CPU	ESCONDIDO CENTER	2,545.12
0000013521	04/07/17	HP INC	EQUIP INSTRUCT ADDTNL > \$1,000	ART	1,688.32
0000013523	04/10/17	APPLE COMPUTER INC	EQUIP INSTRUCT ADDTNL > \$1,000	ACA TECHNLGY RES CNTR&LA	1,125.47
0000013527	04/10/17	DUMMIES UNLIMITED INC	INSTR SUPPL/MATERIALS	PUBLIC SAFETY PROGRAM	3,117.13
0000013528	04/10/17	DUO-SAFETY LADDER CORP	INSTR SUPPL/MATERIALS	PUBLIC SAFETY PROGRAM	2,498.08



# Purchase Orders - Board Report

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<u>PO #</u>	Date	Vendor Name	Category	Department	Amount
0000013532	04/10/17	RACK SOLUTIONS INC	NONINSTR SUPPLIES/MATERIALS	INFORMATION SYSTMS & SVC	751.59
0000013533	04/10/17	MK I STUDIO LLC	NONINSTR SUPPLIES/MATERIALS	INFORMATION SYSTMS & SVC	501.52
0000013534	04/10/17	APPLE COMPUTER INC	MAINT AGR, EQUIP	INFORMATION SYSTMS & SVC	1,516.00
0000013534	04/10/17	APPLE COMPUTER INC	EQUIP TECH NONINSTR 5K OR MORE	INFORMATION SYSTMS & SVC	16,505.15
0000013534	04/10/17	APPLE COMPUTER INC	EQUIP TECH NONINSTR < 5000	INFORMATION SYSTMS & SVC	19,656.58
0000013535	04/11/17	FHEG PALOMAR COLLEGE BOOKSTORE	STUDT BOOK/SUPLY PAYMENTS	EOPS	90,101.41
0000013537	04/12/17	PACIFIC PLUMBING SPECIALTIES INC	REPAIR/MAINT BLDGS	PLUMBING	3,000.00
0000013541	04/12/17	RAYMOND ALLYN BUSINESS SUPPLY	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	877.63
0000013543	04/12/17	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	GEAR UP	6,000.00
0000013547	04/12/17	NETWORK TECHNOLOGIES, INC	EQUIP NONINSTR, REPL 1K-4999	EDUCATIONAL TELEVISION	1,534.20
0000013548	04/12/17	WMK OFFICE SAN DIEGO LLC	EQUIP INSTRUCT ADDTNL > \$1,000	WORLD LANGUAGES DEPARTME	1,775.68
0000013550	04/12/17	CDW GOVERNMENT	SOFTWARE LICENSING FEES	STRONG WORKFORCE	462.00
0000013550	04/12/17	CDW GOVERNMENT	MAINT AGR, EQUIP	STRONG WORKFORCE	693.00
0000013550	04/12/17	CDW GOVERNMENT	MAINT AGR, SOFTWARE	STRONG WORKFORCE	3,219.98
0000013550	04/12/17	CDW GOVERNMENT	EQUIP TECH NONINSTR 5K OR MORE	STRONG WORKFORCE	5,926.25
0000013550	04/12/17	CDW GOVERNMENT	EQUIP TECH NONINSTR < 5000	STRONG WORKFORCE	8,220.90
0000013551	04/13/17	DELL COMPUTER CORPORATION	HARDWARE/SOFTWARE	ENROLLMENT SVCS DIRECTOR	7,094.41
0000013552	04/13/17	NEW TECHNICAL SOLUTIONS INC	REPAIR/MAINT INSTR EQUIP	MEDIA STUDIES DEPARTMENT	2,479.60
0000013554	04/14/17	CARRIER CORPORATION	EQ INSTR ADD 1K-4999; GUNS;CPU	CTEE T&I HVAC	2,295.00
0000013554	04/14/17	CARRIER CORPORATION	INSTR SUPPL/MATERIALS	CTEE T&I HVAC	7,031.73
0000013562	04/17/17	PIXEL POWER INC	EQUIP NONINSTR, 5K OR MORE	EDUCATIONAL TELEVISION	18,140.62
0000013563	04/17/17	DELL COMPUTER CORPORATION	EQUIP INSTRUCT ADDTNL > \$1,000	LIBRARY	2,510.26
0000013566	04/18/17	HIRSCH PIPE & SUPPLY CO INC	REPAIR/MAINT BLDGS	PLUMBING	1,558.95
0000013568	04/18/17	POCKET NURSE ENTERPRISES INC	INSTR SUPPL/MATERIALS	NURSING EDUCATION	2,071.53
0000013569	04/18/17	ARRI INC	EQUIP NONINSTR, 5K OR MORE	EDUCATIONAL TELEVISION	44,739.43



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<u>PO #</u>	Date	Vendor Name	Category	Department	Amount
0000013570	04/18/17	APPLE COMPUTER INC	EQUIP INSTRUCT ADDTNL > \$1,000	LIBRARY	2,935.89
0000013571	04/18/17	ELECTRICAL SALES INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	5,253.89
0000013573	04/18/17	GEORGES CAMERA	REPAIR/MAINT INSTR EQUIP	MEDIA STUDIES DEPARTMENT	1,597.54
0000013579	04/19/17	POCKET NURSE ENTERPRISES INC	INSTR SUPPL/MATERIALS	NURSING EDUCATION	202.54
0000013580	04/19/17	POCKET NURSE ENTERPRISES INC	INSTR SUPPL/MATERIALS	NURSING EDUCATION	77.34
0000013581	04/19/17	POCKET NURSE ENTERPRISES INC	INSTR SUPPL/MATERIALS	NURSING EDUCATION	1,045.71
0000013586	04/20/17	BIO-MEDICAL EQUIPMENT SERVICE COMPANY	INSTR SUPPL/MATERIALS	NURSING EDUCATION	436.39
0000013588	04/20/17	B & H PHOTO-VIDEO INC	REPAIR/MAINT INSTR EQUIP	MEDIA STUDIES DEPARTMENT	5,549.58
0000013589	04/20/17	B & H PHOTO-VIDEO INC	NONINSTR SUPPLIES/MATERIALS	MEDIA STUDIES DEPARTMENT	8,862.10
0000013591	04/21/17	LAERDAL MEDICAL CORPORATION	EQUIP INSTRUCT ADDTNL > \$1,000	NURSING EDUCATION	4,971.67
0000013597	04/24/17	CDW GOVERNMENT	NONINSTR SUPPLIES/MATERIALS	FISCAL SERVICES DEPARTMN	113.02
0000013601	04/24/17	HP INC	EQUIP INSTRUCT ADDTNL > \$1,000	GRAPHIC COMMUNICATION	2,232.80
0000013603	04/25/17	APPLE COMPUTER INC	EQUIP INSTRUCT ADDTNL > \$1,000	GRAPHIC COMMUNICATION	4,090.30
0000013604	04/25/17	APPLE COMPUTER INC	EQUIP TECH INSTR 5K OR MORE	NURSING EDUCATION	13,635.88
V				Subtotal for Equipment and Supplies	408,164.80
Travel 0000013561	04/17/17	ALLAN, ROBERT	TRAVEL, CLASSIFIED ADMINSTR	INTERNATIONAL STUDENT SV	9,900.00
				Subtotal for Travel	9,900.00
Advertising/Inc					
0000013524	04/10/17	MARINE CORPS COMMUNITY SERVICES #0140	ADVERTISE NOT REQ BY LAW	STRONG WORKFORCE	2,392.50
0000013556	04/17/17	ORANGE DIRECTORIES, LLC	ADVERTISE NOT REQ BY LAW	TRIO EDUC OPPORTUNITY CE	3,108.80
0000013567	04/18/17	JOBELEPHANT.COM INC	ADVERTISE NOT REQ BY LAW	SOCIAL & BEHAV SCI DIV D	944.00
				Subtotal for Advertising/Increases	6,445.30
Agreements/S 0000012184	ervices 07/11/16	METRO FIRE & SAFETY INC	MAINT AGR, EQUIP	INSTL OBLIGATIONS FACILI	900.00
0000012104	0//1//10	Marito File & on Diffile			



# Purchase Orders - Board Report

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<u>PO #</u>	Date	Vendor Name	Category	Department	Amount
0000013476	03/29/17	ENTERPRISE INDUSTRIAL SUPPLY INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	330.11
0000013476	03/29/17	ENTERPRISE INDUSTRIAL SUPPLY INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	3,929.39
0000013483	03/29/17	MEDICAL SHIPMENT LLC	EQUIP INSTR, REPL 1K - 4999	NURSING EDUCATION	2,535.52
0000013486	03/30/17	GRAHAM COMPANY INC	REPAIR/MAINT BLDGS	FACILITIES DEPARTMENT	1,031.40
0000013489	04/04/17	AMERICAN DENTAL ASSOCIATION	MEMBERSHIP, DISTRICT	DENTAL ASSISTING	1,785.00
0000013490	04/04/17	ALL STAR SIGNS INC	REPAIR/MAINT BLDGS	STUDENT HEALTH SERVICES	1,267.68
0000013491	04/04/17	SURERIDE CHARTER INC	TRAVEL WITH STUDENT	LIBRARY	1,113.75
0000013492	04/04/17	URBAN CORPS OF SAN DIEGO COUNTY	REPAIR/MAINT NONINSTR EQUIP	OFFICE, VP ADMINISTRATIV	4,800.00
0000013493	04/04/17	WESTOP	TRAVEL, STUDENT	TRIO-UPWARD BOUND	440.00
0000013493	04/04/17	WESTOP	TRAVEL, STUDENT	TRIO-UPWARD BOUND	440.00
0000013493	04/04/17	WESTOP	TRAVEL, STUDENT	HEA TRIO	440.00
0000013493	04/04/17	WESTOP	TRAVEL, STUDENT	GEAR UP	480.00
0000013494	04/04/17	URBAN CORPS OF SAN DIEGO COUNTY	REPAIR/MAINT NONINSTR EQUIP	OFFICE, VP ADMINISTRATIV	4,800.00
0000013495	04/04/17	URBAN CORPS OF SAN DIEGO COUNTY	REPAIR/MAINT NONINSTR EQUIP	FACILITIES DEPARTMENT	4,800.00
0000013496	04/04/17	URBAN CORPS OF SAN DIEGO COUNTY	REPAIR/MAINT NONINSTR EQUIP	GROUNDS SERVICES	36,050.00
0000013498	04/05/17	EXPERIAN	OTHER PERSONAL/CONSULT SVCS	INSTL OBLIGATIONS RISK M	30,000.00
0000013504	04/06/17	SURERIDE CHARTER INC	RENT TRANSPORTATION	TRANSFER CENTER	1,081.50
0000013511	04/06/17	BAKER ELECTRIC INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	630.00
0000013512	04/07/17	NEIGHBORHOOD EATERY SAN MARCOS LP	FOOD FOR MEETINGS	GEAR UP	1,500.00
0000013514	04/07/17	SHARI BAURLE GREEN	INDEPENDENT CONTRACTOR	TTIP SOUTH	10,000.00
0000013518	04/07/17	FLOW INTERNATIONAL CORPORATION	TRAINING	VATEA	1,200.00
0000013522	04/10/17	MELTWATER NEWS US INC	OTHER PERSONAL/CONSULT SVCS	PUBLIC AFFAIRS OFFICE	2,277.00
0000013522	04/10/17	MELTWATER NEWS US INC	OTHER PERSONAL/CONSULT SVCS	GENERAL LEDGER CONTROL	4,623.00
0000013526	04/10/17	FREDIA M AVALOS	INDEPENDENT CONTRACTOR	OFFICE OF VP STUDENT SVC	2,700.00
0000013529	04/10/17	BAKER & HOSTETLER LLP	OTHER PERSONAL/CONSULT SVCS	INSTL OBLIGATIONS RISK M	39,292.50



# Purchase Orders - Board Report

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<u>PO #</u>	Date	Vendor Name	Category	Department	<u>Amount</u>
0000013530	04/10/17	REWARD STRATEGY GROUP INC	INDEPENDENT CONTRACTOR	OFFICE, VP HUMAN RESRCSVC	17,640.00
0000013531	04/10/17	SAN DIEGO CAD CAM INC	TRAINING	VATEA	700.00
0000013536	04/11/17	EPIQ SYSTEMS	OTHER PERSONAL/CONSULT SVCS	INSTL OBLIGATIONS RISK M	10,000.00
0000013539	04/12/17	POINT AND CLICK SOLUTIONS	SOFTWARE LICENSING FEES	STUDENT HEALTH SERVICES	4,000.00
0000013540	04/12/17	HYLAND SOFTWARE INC	LICENSING FEE	MATRICULATION DEPARTMEN	3,240.00
0000013542	04/12/17	CAL WOOD MACHINERY INC	REPAIR/MAINT INSTR EQUIP	CABINET & FURNITURE TECH	2,226.00
0000013546	04/12/17	SHARI BAURLE GREEN	INDEPENDENT CONTRACTOR	OFFICE OFTHE VP INSTRUCT	3,500.00
0000013549	04/12/17	GTC SYSTEMS INC	MAINT AGR, SOFTWARE	GEOGRAPHY	330.00
0000013549	04/12/17	GTC SYSTEMS INC	MAINT AGR, SOFTWARE	GEOLOGY	990.00
0000013553	04/13/17	DEPENDABLE MACHINE INC	MAINT AGR, EQUIP	WELDING	2,000.00
0000013555	04/14/17	EREFLECT PTY LD	SOFTWARE LICENSING FEES	READING	3,600.00
0000013557	04/17/17	REGENTS OF THE UNIVERSITY OF CALIFORNIA	INDEPENDENT CONTRACTOR	EMERGENCY MEDICAL ED	6,250.00
0000013558	04/17/17	WORKPLACE SERVICES INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	15,331.39
0000013559	04/17/17	PRO AUDIO VIDEO INC	INDEPENDENT CONTRACTOR	TTIP SOUTH	83,000.00
0000013560	04/17/17	BAKER ELECTRIC INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	630.00
0000013564	04/17/17	PREPRESS SUPPLY INC	SOFTWARE UNDER \$5,000.00	PUBLIC AFFAIRS OFFICE	2,532.13
0000013565	04/17/17	DOOR SERVICE & REPAIR INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	689.00
0000013572	04/18/17	UNIVERSITY AUXILIARY AND RESOURCE	INDEPENDENT CONTRACTOR	MATH & NAT HLTH SCI DIVD	120,000.00
0000013574	04/18/17	MW MECHANICAL INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	956.00
0000013575	04/18/17	ARAMARK SERVICES	FOOD FOR MEETINGS	GEAR UP	5,000.00
0000013576	04/18/17	MW MECHANICAL INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	2,942.00
0000013577	04/19/17	VALLEY CENTER-PAUMA UNIFIED SCHOOL DIST	RENT TRANSPORTATION	GEAR UP	5,000.00
0000013578	04/19/17	EL CAMINO COUNTRY CLUB	FOOD FOR MEETINGS	CALWORKS/TANF	2,760.09
0000013582	04/19/17	OCEAN INSTITUTE	TRAVEL WITH STUDENT	OCEANOGRAPHY	4,950.00



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<u>PO #</u>	Date	Vendor Name	Category	Department	<u>Amount</u>
0000013583	04/19/17	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	HEA TRIO	521.04
0000013584	04/19/17	MARICELA GONZALEZ	REPAIR/MAINT NONINSTR EQUIP	FACILITIES DEPARTMENT	1,675.00
0000013590	04/20/17	MULTIN ELECTRIC INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	2,200.00
0000013592	04/21/17	SAN DIEGO MECHANICAL & ENERGY	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	8.00
0000013592	04/21/17	SAN DIEGO MECHANICAL & ENERGY	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	908.00
0000013592	04/21/17	SAN DIEGO MECHANICAL & ENERGY	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	1,774.00
0000013595	04/21/17	GLOBAL INTERACTIVE SOLUTIONS, LLC	MAINT AGR, EQUIP	TTIP SOUTH	620.00
0000013596	04/24/17	GILROY GROUP INC	FOOD FOR MEETINGS	TRIO-UPWARD BOUND	1,592.35
0000013596	04/24/17	GILROY GROUP INC	FOOD FOR MEETINGS	TRIO-UPWARD BOUND	1,592.35
0000013598	04/24/17	COUNTY OF SAN DIEGO	COUNTY ELECTION SERVICES	INSTITUTIONAL	352,610.00
0000013599	04/24/17	LAKISHA LIVINGSTON	INDEPENDENT CONTRACTOR	TTIP SOUTH	20,000.00
0000013600	04/24/17	TRANSPARENT LANGUAGE INC	SOFTWARE LICENSING FEES	WORLD LANGUAGES DEPARTME	5,500.00
0000013602	04/24/17	POINT AND CLICK SOLUTIONS	SOFTWARE LICENSING FEES	STUDENT HEALTH SERVICES	730.00
0000013605	04/25/17	GP STRATEGIES CORPORATION	TRAINING	MATRICULATION DEPARTMEN	37,999.00
0000013606	04/25/17	ARTICULATE GLOBAL INC	SOFTWARE UNDER \$5,000.00	OFFICE OF VP STUDENT SVC	2,097.00
0000013607	04/25/17	DUBLABS HOLDING CORP DBA DUBLABS LLC	OTHER PERSONAL/CONSULT SVCS	INSTL OBLIGATIONS INFO S	8,333.33
0000013607	04/25/17	DUBLABS HOLDING CORP DBA DUBLABS LLC	OTHER PERSONAL/CONSULT SVCS	GENERAL LEDGER CONTROL	41,666.67
0000013608	04/25/17	THE DOCTORS' COMPANY	INS, FIRE, CASUALTY, LIABILITY	STUDENT HEALTH SERVICES	574.42
0000013609	04/25/17	MR TACO	SUPPLIES, FOOD SERVICES	OFFICE OF VP STUDENT SVC	3,000.00
0000013610	04/25/17	EARTH FORMS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	75,000.00
0000013610	04/25/17	EARTH FORMS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	78,000.00
0000013612	04/25/17	AT&T	TELEPHONE CONNECTIONS	INSTL OBLIGATIONS FACILI	259.98
0000013613	04/25/17	COLLICUTT ENERGY SEVICES INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	6,037.30

1,099,411.90 Subtotal for Agreements/Services

Repairs



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<u>PO #</u>	Date	Vendor Name	Category	Department	Amount
0000013487	04/03/17	DION INTERNATIONAL	REPAIR/MAINT NONINSTR EQUIP	CABINET & FURNITURE TECH	748.01
0000013513	04/07/17	ADVANCED COLOR SOLUTIONS INC	MAINT AGR, EQUIP	GRAPHIC COMMUNICATION	681.04
				Subtotal for Repairs	1,429.05
Prop M - Bond	I Money				
0000013472	03/29/17	LENTULO CONSULTING	BLUEPRINT/INSPECTION SVCS	PROP M BOND	154,040.00
0000013499	04/05/17	KNIGHT SECURITY & FIRE SYSTEMS	BUILDING CONSTRUCTIONS	PROP M BOND	305.00
0000013500	04/05/17	KNIGHT SECURITY & FIRE SYSTEMS	BUILDING CONSTRUCTIONS	PROP M BOND	710.00
0000013506	04/06/17	HELIX ENVIRONMENTAL PLANNING INC	OTHER PERSONAL/CONSULT SVCS	PROP M BOND	71,458.00
0000013506	04/06/17	HELIX ENVIRONMENTAL PLANNING INC	OTHER PERSONAL/CONSULT SVCS	PROP M BOND	381,342.00
0000013508	04/06/17	HELIX ENVIRONMENTAL PLANNING INC	OTHER PERSONAL/CONSULT SVCS	PROP M BOND	61,200.00
0000013510	04/06/17	PACIFIC PLUMBING SPECIALTIES INC	BUILDING CONSTRUCTIONS	PROP M BOND	3,170.60
0000013525	04/10/17	CONSTRUCTION TESTING & ENGINEERING INC	BLUEPRINT/INSPECTION SVCS	PROP M BOND	90,000.00
0000013544	04/12/17	BMEA ENTERPRISES INC	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	687.19
0000013545	04/12/17	BMEA ENTERPRISES INC	BUILDING CONSTRUCTIONS	PROP M BOND	4,606.31
0000013585	04/19/17	TUTELA INC	BUILDING CONSTRUCTIONS	PROP M BOND	2,578.52
0000013593	04/21/17	AZTEC TECHNOLOGY CORP	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	2,241.20
0000013594	04/21/17	SOLAR CARE INC	BUILDING CONSTRUCTIONS	PROP M BOND	985.00

773,323.82 Subtotal for Prop M - Bond Money

Total PO Count:	132
Total PO Amount:	\$2,298,674.87

PALOMAR Learning for Success	COLLEGE		Purchase Orders \$50,000 or More Governing Board Report		1 8:44:56 AM Apr/27/2017
<u>PO#</u>	Date	Vendor Name	Category	Department	Amount
0000013472	03/29/17	LENTULO CONSULTING	BLUEPRINT/INSPECTION SVCS	PROP M BOND	154,040.00
0000013506	04/06/17	HELIX ENVIRONMENTAL PLANNING INC	OTHER PERSONAL/CONSULT SVCS	PROP M BOND	452,800.00
0000013508	04/06/17	HELIX ENVIRONMENTAL PLANNING INC	OTHER PERSONAL/CONSULT SVCS	PROP M BOND	61,200.00
0000013525	04/10/17	CONSTRUCTION TESTING & ENGINEERING INC	BLUEPRINT/INSPECTION SVCS	PROP M BOND	90,000.00
0000013535	04/11/17	FHEG PALOMAR COLLEGE BOOKSTORE	STUDT BOOK/SUPLY PAYMENTS	EOPS	90,101.41
0000013559	04/17/17	PRO AUDIO VIDEO INC	INDEPENDENT CONTRACTOR	TTIP SOUTH	83,000.00
0000013572	04/18/17	UNIVERSITY AUXILIARY AND RESOURCE	INDEPENDENT CONTRACTOR	MATH & NAT HLTH SCI DIVD	120,000.00
0000013598	04/24/17	COUNTY OF SAN DIEGO	COUNTY ELECTION SERVICES	INSTITUTIONAL	352,610.00
0000013610	04/25/17	EARTH FORMS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	153,000.00

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## Subject: <u>AUTHORIZE CONTRACT WITH PREMIER GLOBAL SERVICES (PGI) FOR BID</u> #B17-03: E-CONFERENCING AUDIO SERVICES

## **OVERVIEW**

Palomar Community College District published in the San Diego Daily Transcript a Notice to Bidders on March 6, 2017 and March 13, 2017 seeking bidders for e-conferencing audio services. This bid package consisted of service specifications.

## DISCUSSION

The bid closed on April 10, 2017 at 11:00 AM. Seven (7) vendors were solicited.

Three bids were received. One bid was deemed non-responsive as the vendor did not bid as per our terms and conditions. Two (2) bids were received and accepted. All received bids are as follows:

	PGI	Warren Global Conferencing	Arkadin Collaboration Services
Price Per Minute Local	\$0.012	\$0.024	Deemed Non- Responsive
Price Per Minute Toll Free	\$0.0135	\$0.032	
Price per minute for each of the incremental increases, per month.			
100,000	Same as Above	.028 T .036 TF	
200,000	Same as Above	.028 T .036 TF	
300,000	Same as Above	.028 T .036 TF	
400,000	Same as Above	.028 T .036 TF	
500,000	.0115 T .013 TF	.028 T .036 TF	
600,000	Same as Above	.028 T .036 TF	
700,000	Same as Above	.024 T .032 TF	
800,000	Same as Above	.024 T .032 TF	
900,000	Same as Above	.024 T .032 TF	

1,000,000	.011 T	.024 T	
	.012 TF	.032 TF	

Based on evaluation of the bid submittals, the review committee selected Premier Global Services (PGI).

# **FINANCIAL IMPLICATIONS**

Project funding will be TTIP South Monies.

# **RECOMMENDATION**

It is recommended that the Governing Board authorize the District to award a contract to Premiere Global Services (PGI) in the estimated amount of \$190,000.00 based on annual minute usage for Bid # B17-03: E-Conferencing Audio Services.

#### MASTER AGREEMENT

#### BETWEEN

# GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT

# GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT AUXILIARY ORGANIZATION

#### AND

# PALOMAR COMMUNITY COLLEGE DISTRICT

This Master Agreement ("Agreement") is dated the 21st day of March 2017, by and between the Grossmont-Cuyamaca Community College District ("District"), Grossmont-Cuyamaca Community College District Auxiliary Organization ("Auxiliary"), and Palomar Community College District ("Sub-Awardee"), collectively "Parties" and individually as "Party".

WHEREAS, the District has or will receive funding from the California Community Colleges Chancellor's Office ("Chancellor's Office") to implement the Strong Workforce Program. The Strong Workforce Program was established for the purpose of expanding the availability of quality community college career technical education and workforce development courses, programs, pathways, credentials, certificates, and degrees.

WHEREAS, the District has been designated as the Fiscal Agent for the 40% Regional Share for San Diego-Imperial Counties Community Colleges, and has authorized the Grossmont-Cuyamaca Community College District Auxiliary Organization ("Auxiliary") to enter into agreements for the partial performance of its responsibilities for this funding; and

WHEREAS, the 40% Regional Share allocation will be disbursed to the participating colleges in the San Diego-Imperial Counties Community Colleges region for the purpose of funding regionally prioritized projects and programs that meet the needs of local and regional economies, as identified in the Regional Plans and which shall to the extent possible, align with the performance accountability measures of the federal Workforce Innovation and Opportunity Act (Public Law 113-128), and comply with the Guidelines, Definitions and Reasonable Standards for Strong Workforce Funding Investment, attached hereto as Exhibit A and incorporated herein, which is governed by the Strong Workforce Program guidelines (Education Code Section 88820-88826).

WHEREAS, the Sub-Awardee is entering into this Agreement to set the terms and conditions for their proportionate share of the region's allocation of the Strong Workforce Program 40% Regional Share and has expressed a willingness to perform and work in collaboration on deliverables described in the Scope of Work, and is specifically qualified and equipped to perform the work and/or services therein described; and

NOW THEREFORE, in consideration of the promises contained in the Agreement, the Parties agree as follows:

1. <u>SCOPE OF WORK</u>. The Sub-Awardee shall perform the services and work as proposed in the Regional Plan ("Work") attached to the Participation Agreement. A sample of the Participation Agreement is attached hereto and incorporated herein as Exhibit B. The scope of work will be updated and modified as needed for each Performance Period and incorporated herein by a signed Participation

Agreement, after the Regional Plan has been approved by the Regional Consortium and Chancellor's Office.

### 2. TERM OF MASTER AGREEMENT.

- A. Effective Date of Agreement: January 1, 2017
- B. Expiration Date of Agreement: December 31, 2020

The term may be extended, amended or modified in accordance with this Agreement. The maximum term of the Agreement, including any extensions cannot exceed five consecutive years.

3. <u>PERFORMANCE PERIOD</u>. The performance period for each fiscal year will be determined annually and incorporated herein by a Participation Agreement signed by the Auxiliary and Sub-Awardee.

4. <u>PARTICIPATION AGREEMENT, PAYMENTS, INVOICING, REPORTING</u>. The Parties to this Agreement shall enter into a Participation Agreement for each project, a sample is attached as Exhibit B, to establish the Scope of Work, funding, allocations, invoicing and reporting for each fiscal year, and will be signed by the Auxiliary and Sub-Awardee, and incorporated herein.

5. <u>FUNDING</u>. The Strong Workforce Program legislature language (Education Code Section 88820-88826) required the Chancellor's Office to allocate funds to regions based on the following three factors:

- Job openings
- Unemployed adults
- CTE full-time equivalent students

Per the Strong Workforce Program budget bill language, funding shall be apportioned annually to each regional consortium. Apportionment will occur annually toward the end of February along with the P1 apportionment. The apportionment schedule for each Region will be posted at the California Community Colleges Chancellor's Office website when available.

The purpose of the funding is to:

- Increase <u>quantity</u> of CTE: More enrollments in programs, leading to high-demand, high wage jobs
- Improve <u>quality</u> of CTE: More students complete/transfer, More students employed, More students improving their earnings

Annual allocations to Sub-Awardee will be in accordance with the terms and conditions of this Agreement and as vetted by the Regional Consortium and adhering to the allocations articulated at the Chancellor's Office website, and further stipulated annually in a Participation Agreement.

Funding for the Strong Workforce Program is provided by the Chancellor's Office. The Auxiliary's obligation to pay the Sub-Awardee is conditioned upon receipt of funding from the Chancellor's Office and upon the Sub-Awardee's compliance with the terms and conditions of this Agreement. Sub-Awardee acknowledges that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

The Auxiliary shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce the funding and service levels proportionately upon thirty (30) days' written notice to Sub-Awardee in the event the funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for this Agreement, Auxiliary and Sub-Awardee shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between the Auxiliary and Sub-Awardee within 10 days of the first meeting, either party shall have the right to terminate within ten (10) days written notice of termination.

The Auxiliary shall pay Sub-Awardee an amount determined by the Chancellor's Office for the Work set forth in this Agreement after delivery and acceptance by the Auxiliary, as stipulated in an annual Participation Agreement.

No taxes or other deductions will be taken from this payment, as Sub-Awardee shall act in an independent capacity and will be responsible for all taxes related to this payment.

6. <u>RULES FOR FUNDING</u>. The San Diego Imperial Counties Regional Consortium identified the Grossmont-Cuyamaca Community College District Auxiliary Organization as Fiscal Agent. Rules for oversight include:

- A. Provide a single-point of contact to act as an embedded member of the Regional Consortium team to account for financial operation and control associated with the Regional Share and to interface with the Regional Consortium colleges/districts to ensure proper vetting of applications and that each application ensures the following:
  - 1. Proposed expenditures are allowable under the terms of the Agreement, criteria and requirements are stipulated in the Strong Workforce legislation and Strong Workforce Program guidelines.
  - 2. Proposed expenditures are properly classified.
  - 3. All budget calculations are correct.
- B. Setting a timeline for submission of online applications.
- C. Setting a timeline for disbursing funds that provides sufficient time for District to exercise due diligence in review of the applications and provide sub-contracts with sufficient time to execute their work plans and budgets, and issuing funds to recipient colleges upon certification of application.
- D. Determining the documentation required to ensure funds are properly accounted and determining where this documentation will be maintained.
- E. Developing systems for tracking each contract or sub-grant and sharing the status with Regional Consortia.
- F. Maintaining communications and the Regional Consortium website for transparent sharing of information.
- G. Receiving and reviewing claims for funds from Sub-Awardee and issuing payments as well as verifying that payments have been received.
- H. Receiving and verifying quarterly and final reports and reporting to Chancellor's Office as required.

7. <u>RULES FOR DELIVERABLES</u>. All Work shall be in compliance with the Strong Workforce Program legislation, Guidelines, Definitions and Reasonable Standards for Strong Workforce Funding

Investment (Local and Regional Share) attached hereto as Exhibit A, the Regional Proposal, and Work shall be approved by the Regional Consortium.

- A. Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices.
- B. Products, results, and measurable outcomes shall be provided as detailed in the Work.
- C. Data for quarterly and final reports summarizing the outcomes of the Work shall be provided.
- D. Each deliverable to be provided under this Agreement shall be approved. All products, documents and published materials, including multimedia presentations, shall be approved prior to distribution.
- E. Any document or written report prepared, in whole or in part, shall contain the Award number.
- F. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source.
- G. All reference to the project shall include the phrase, "funded in part by the California Community Colleges Chancellor's Office."

### 8. SUBCONTRACTS.

- A. In any event, if the Sub-Awardee wishes to subcontract for performance of any part of the Work, Sub-Awardee shall disclose the intended purpose and amount of the subcontracting and identify the proposed subcontractor. Sub-Awardee shall immediately notify the Auxiliary to obtain all approvals.
- B. The Sub-Awardee agrees to be fully responsible to the District and Auxiliary for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Sub-Awardee. Sub-Awardee's obligation to pay its subcontractors is independent from the obligation of the District and/or Auxiliary to make payments to the Sub-Awardee. As a result, the District and/or Auxiliary shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

9. <u>AMENDMENTS</u>. This Agreement may be amended or modified upon the request of either Party. Any changes, modifications, revisions, addendums, amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, signed and dated by the Auxiliary and Sub-Awardee.

10. <u>ASSIGNMENT</u>. The Sub-Awardee may not assign, transfer or subcontract any part of this Agreement, any interest herein or claims hereunder, without the prior, written approval of the Auxiliary.

11. <u>TRAVEL</u>. The Sub-Awardee shall comply with their district's travel policy and procedures adopted by their respective Governing Board.

#### 12. PROCUREMENT RULES.

Where allowed by the funding source, real property, equipment, vehicles, facilities, buildings, etc. procured with Strong Workforce Program funds will be used for the purpose of the program in accordance with the following:

- A. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the purchasing party shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The purchasing Party will also adhere to all other property management procedures and property accountability requirement as published by the Chancellor's Office and their respective Governing Board.
- B. If the real property or equipment is not needed full time for the purpose of the Strong Workforce Program, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Strong Workforce Program throughout the term of this Agreement.
- C. Upon completion or termination of the funding, or when real property or equipment is no longer useful or necessary for purposes of the Strong Workforce Program, it may be disposed as follows:
  - i. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Party deems appropriate, consistent with the policies of their Governing Board and any laws.
  - ii. If the Strong Workforce Program funded project involves system wide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
  - iii. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Sub-Awardee may retain \$100 or ten percent to the sale price (whichever is greater) to cover the cost of the sale.
  - iv. Equipment purchased with federal funds shall also comply with any additional or more stringent equipment management requirements applicable to the particular federal funding source.
- D. The Sub-Awardee may secure all commodities, supplies, equipment, and services related to such purchases that are required in performance of this Agreement and shall comply with their district's procurement policy and procedures adopted by their respective Governing Board.
- E. Each Sub-Awardee shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of equipment and property procured.

#### 13. <u>RECORDS/AUDITS</u>.

- A. <u>Records</u>. Sub-Awardee must maintain records regarding the use of the participation allocation progress made towards objectives/performance, and placement and use of equipment purchased for a period of three years after the ending date of the Master Agreement.
- B. <u>Audit</u>. Sub-Awardee agrees that the District, Auxiliary, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement. Sub-Awardee agrees to maintain

such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Sub-Awardee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Sub-Awardee agrees to include a similar right of the District, the Auxiliary, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designed representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

C. If any audit or other actions involving the records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the three (3) year period, whichever is later.

14. <u>NOTICES</u>. Any Party may give notice to the other Party by mail properly addressed, postage fully prepaid to the other Party's address as specified below. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed twenty-four (24) hours for each such intervening day.

<u>District</u> :	Grossmont-Cuyamaca Community College District
Attn:	Sue Rearic, Vice-Chancellor Business Services
Address:	8800 Grossmont College Drive
City, State, Zip:	El Cajon, CA 92020
Telephone:	619-644-7575
<u>Auxiliary</u> :	Grossmont-Cuyamaca Community College District Auxiliary Organization
Attn:	Sally Cox, Executive Director
Address:	8800 Grossmont College Drive
City, State, Zip:	El Cajon, CA 92020
Telephone:	619-644-7684
<u>Sub-Awardee:</u>	Palomar Community College District
Attn:	Margie Fritch
Address:	1140 West Mission Road
City, State, Zip:	San Marcos, CA 92069-1487
Telephone:	760-744-1150 x2276

- A. All notices or demands to be given under this Agreement should be directed to the address and person listed in this Section.
- B. Sub-Awardee will inform the Auxiliary of all personnel changes.

## 15. TERMINATION.

- A. <u>Without Cause</u>. A Party may suspend or terminate this Agreement upon thirty (30) days advance written notice to all Parties prior to the requested termination date. Termination of the Agreement however, will not invalidate commitments or obligations entered into a Participation Agreement prior to the date of termination that cannot be cancelled.
- B. <u>With Cause</u>. Each Party may terminate this Agreement upon the other Party's material breach of any provision of this Agreement. A Party intending to terminate this Agreement pursuant to this subsection shall provide the breaching Party with written notice at least 30 days ("Cure Period") before the effective termination date. Such notice by the non-breaching Party shall specify the provision of this Agreement that was breached by the breaching Party, the acts or omissions of

the breaching Party that constitute a material breach of this Agreement, and the corrective action and/or remedy requested from the breaching party, and provide the breaching Party with an opportunity to cure the material breach within the Cure Period unless the non-breaching party shall agree in writing to an extension of the Cure Period before the expiration of the Cure Period. Upon expiration of the Cure Period, and if the breaching Party has not cured the breach and provide written notice of such cure, to the non-breaching Party, this Agreement shall terminate effective the day immediately following the expiration of the Cure Period without any further notice by the Parties. Termination of this Agreement, however, will not invalidate commitments or obligations entered into on a Participation Agreement prior to the date of termination that cannot be cancelled.

- C. If Chancellor's Office terminates the Grant in whole or in part for any reason, the Parties may terminate this Agreement to the same extent, effective upon written notice. The conditions of termination, including allowability of close-down costs and costs for pre-existing obligation, shall be the same conditions imposed by the Chancellor's Office.
- D. All Parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the District or Auxiliary shall pay Sub-Awardee for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Sub-Awardee have been avoided.
- E. Notice of termination shall be sent in accordance with the Notices section of this Agreement. Upon receipt or issue by all Parties of a written termination notice, all Parties shall cancel all outstanding obligations under this Agreement. Work shall stop, and all Parties shall not incur new obligations after the effective date of the termination.

16. <u>UNENFORCEABLE PROVISION</u>. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

17. DISPUTES. All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached, the Parties may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, mini-trial, or other method of alternative dispute resolution. In the event that the Parties are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest the District and Auxiliary office involved in the suit. Should it be necessary for a Party to initiate legal proceedings to resolve disputes arising out of or relating to this Agreement, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings. Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any work, the delivery of any material, the payment of any moneys to the Sub-Awardee, or otherwise, Sub-Awardee agrees that it will not directly or indirectly stop or delay the work directed by District or Auxiliary, or any party thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

18. <u>INDEMNIFICATION</u>. Each Party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of

its terms. The total liability of District under this agreement shall not exceed \$2,000,000. This provision shall survive termination of the Agreement and remain in effect.

19. INSURANCE. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirement shall reduce a party's liabilities or obligations under the indemnification provision of this Agreement.

20. <u>FEDERAL, SATE, AND LOCAL TAXES</u>. Except as may be otherwise provided in this Agreement, the Sub-Awardee price includes all applicable Federal, State, and local taxes and duties.

21. <u>LAW</u>. It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to the interpretation and performance; venue of any action brought with regard to this Agreement shall be in San Diego County, state of California.

22. <u>EQUAL OPPORTUNITY/NON-DISCRIMINATON</u>. All Parties shall not discriminate against any individual with respect to his or her compensation, terms, conditions, privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, or marital status.

23. <u>INDEPENDENT CONTRACTOR</u>. Sub-Awardee, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District or Auxiliary. Sub-Awardee understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District or Auxiliary, and are not entitled to benefits of any kind or nature normally provided employees of the District or Auxiliary and/or to which District or Auxiliary's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Sub-Awardee assumes the full responsibility his/her acts and/or liability including those of his/her employees or agents as they relate to the services to be provided under this Agreement. Sub-Awardee shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation, contributions, including but not limited to, unemployment insurance and social security with respect to Sub-Awardee and Sub-Awardee's employees. The District and Auxiliary will not withhold taxes, unemployment insurance or social security for Sub-Awardee or Sub-Awardee employees or independent subcontractors. Sub-Awardee agrees to indemnify and hold District and Auxiliary harmless from and against any and all liability arising from any failure of Sub-Awardee to withhold or pay any applicable tax, unemployment insurance or social security when due.

### 24. INTELLECTUAL PROPERTY.

- A. Any work product resulting from this Agreement fall under the California Community Colleges, Chancellor's Office Creative Commons Attribution license which gives permission to the public to reproduce, distribute, perform, display or adapt the license materials for any purpose, so long as the user gives attribution to the author.
- B. Any and all services rendered and documents or other materials, inventions, procedures, processes, machines, manufactures, or compositions of mater, copyright, and/or trademarks or service marks first created, developed or produced pursuant to this Agreement shall be and are Work for Hire. All rights, title, and interest in and to the Work first developed under this Agreement or under any subcontract shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.
- C. All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © (the letter 'c' in a circle) or the word "Copyright", or the abbreviation "Copr.", followed by the year created, and the words "California Community Colleges, Chancellor's Office". All patents for inventions, processes, machines, manufactures, or compositions of matter developed, or trademarks or service marks obtained pursuant to this Agreement, shall be issued to the "California Community Colleges, Chancellor's Office". Sub-Awardee will be responsible for applying for, paying the filing fees for, and securing said copyright, trademark, patent, etc.
- D. All technical communications and records originated or first prepared by the Sub-Awardee or its subcontractors, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Sub-Awardee's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- E. In connection with any license granted pursuant to the proceeding paragraphs, Sub-Awardee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Sub-Awardee may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

## 25. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

- A. By executing this contractual instrument, Sub-Awardee agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98).
- B. By executing this contractual instrument, Sub-Awardee certify to the best of their knowledge and belief that it and its principals and any subcontractors hired under this agreement:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and federal department or agency.
  - Have not, within a three (3) year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State or Local) or private transaction or contract.

(b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Sub-Awardee present responsibility.

- 3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in B (2) above, of this certification.
- 4. Have not, within a three (3) year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement by their duly authorized representatives on the dates of their signatures.

### GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT AUXILIARY ORGANIZATION

01

#### PALOMAR COMMUNITY COLLEGE DISTRICT

< By:	Sally Cox (Signature of authorized official)	By:(Signature of authorized official)
Name:	Sally Cox	Name: <u>Ron Ballesteros-Perez</u>
1.00	Executive Director	Title:Vice President
Date: _	3/22/17	Date:

# Guidelines, Definitions and Reasonable Standards for Strong Workforce Funding Investment

(Local and Regional Share)

# Reasonable

Reasonable is defined by the dictionary as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision. Systems that can guide this definition are: necessary for the performance of the funding; follow sound business practices (procurement processes, follow state and local laws, follow the terms of the funding source); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

The following, directly relate to Strong Workforce Education Code Requirements and some examples of the standard non-allowable activities that meet the "front-page of the newspaper" test of reasonable and the allowable indirect cost rate:

- **Supplanting:** Funds appropriated to community college districts for local or regional share investment shall supplement, not supplant, existing funding of community college career technical education programs. This shall not be interpreted to mean that a participating community college district is prohibited from eliminating or altering existing programs, but the percentage of that community college district's total full-time equivalent students enrolled in career technical education courses relative to the total full-time equivalent students enrolled in the district shall not be reduced from the percentage computed for the 2015–16 fiscal year. *[EC§88824(e)]*
- Funding CTE Only: Funds expended must show a direct benefit to the requirements of the Strong Workforce Program outcomes of increasing the number of quality students or programs in CTE courses programs and pathways and addressing the recommendations of the Strong Workforce Task Force. [EC§88824(d)(5)(A-C)]
- **Duplication of Effort:** To avoid duplication of effort, activities funded under the Strong Workforce Program shall be informed by, aligned with, and expand upon the activities of existing workforce and education regional partnerships, including those partnership activities that pertain to regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128), adult education block grant consortia, and K-12 career technical education programs. *[EC§88821(4)(d)*
- **District Procedures:** All fiscal policy and program procedures adopted by the applicable Community College District shall be followed when expending (local and regional) allocations.

### • Non-Allowable Activities:

*Entertainment* – Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

Alcoholic Beverages - Costs of alcoholic beverages are unallowable.

*Contingency* (Rainy Day Funds) – Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening, are unallowable.

*Goods and Services for Personal Use* – Cost of goods and services for Personal use is unallowable.

**Lobbying** – Lobbying is never allowed unless it meets the following criteria: (1) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings.

*Contributions or Donations* – Cash or property contributions or donations are unallowable.

*Fund Raising and Investment Costs* – Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable, regardless of the purpose for which the funds will be used.

Allocation	Indirect Cost Rate (Total Direct Costs)	
60% Local Share	4%	
40% Regional Share	No Indirect Allowed	

#### Indirect Cost Rates Allowed

The following table can be used as a quick reference guide for participation requirements and/or plan requirements as listed within Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines. This table is not meant to substitute a full review of

Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines in their entirety in addition to all recommendations from the Strong Workforce Task Force. Links to the above mentioned documents and documents that are designed to inform in the development of these investments can be found at: http://doingwhatmatters.cccco.edu/StrongWorkforce.aspx

**Recipients of Local or Regional** Plans for Local or Regional **Share Funding Shall Share Funding Shall Address** Be a member of a consortium  $[EC \S 88824(d)(1)]$ Increasing the number of student in quality career technical education courses, programs, and pathways that will (Career Technical Education Regional Consortium," achieve successful workforce outcomes. or "consortium," means an administrative grouping of  $[EC \S 88824(d)(5)(A)]$ community college districts by the Division of Workforce and Economic Development of the chancellor's office for the purpose of coordination and joint planning within regions, as defined in subdivision [EC88822§(c)]) Work with other members of the consortium to Increasing the number of quality career technical education create and submit a plan to the chancellor by courses, programs, and pathways that lead to successful January 31, 2017 [EC§88824 (d)(2)], for inclusion in workforce outcomes, or invest in new or emerging career the submissions of regional plans for purposes of the technical education courses, programs, and pathways that program and the federal Workforce Innovation and may become operative in subsequent years and are likely to Opportunity Act (Public Law 113-128). lead to successful workforce outcomes (completions, transfer, employment rates, employment in a field of study, earning, median change in earning, proportion of student who attained living wages). [EC§88824(d)(5)(B)] Collaborate: [EC§88821(a-e)] All Community Address recommendations from the Strong Workforce Task College Districts participating in local or regional Force, including the recommended provision of student investments are required to follow collaboration services related to career exploration, job readiness and job requirements as specified in these sections. placement, and work-based learning. [EC§88824(d)(5)(C)] http://doingwhatmatters.cccco.edu/portals/6/docs/sw/2016 11%20Workforce Task Force Implementation%20Recom mendations%20Version%201.pdf LMI Data:  $[EC \S 88824(d)(4)]$  Provide accessible Local Investment Shall: Provide Evidence of Demand for performance and labor-market data that can be used Workers within the funded CTE Program or Across by community college districts and their regional Multiple Programs partners to support the implementation of the program Identify geography and occupations targeted and describe related efforts to align regional workforce and education programming with regional Identify demand and supply and gap Cite source of • labor market needs, including, but not limited to, Labor Market Information regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128).

<b>Local Investment Planning Efforts:</b> [EC§88823(f)] Community College Districts participating in a consortium shall utilize their region's plan to inform local campus planning efforts	Regional Investment Shall [EC 88823(b)(3-7)] review for the following: Summary of Local Share Investments by Sector
to implement career technical education courses,	Regional/Sub Regional Labor Market Information
programs, and pathways and integrate available local, regional, state, and nonpublic resources to ensure that	Supply & Demand Table with Living Wage Occupations
students will achieve successful workforce outcomes.	Other Establish Questions & Agenda for Collaborative Regional Planning
	Are priority and emergent sectors for the region still the same?
	What more must be done for students to move through the region's career pathways in the sectors?
	How will job placement, internships, and regional industry engagement be coordinated?
	How can industry inform and co-invest in CTE?
<b>Certifications</b> : [ <i>EC§88824(d)(5)(A-C)</i> ]Community	Regional Share Plan [EC §88823 (h)]
<ul> <li>College Districts will certify that the use of funds will meet the intent of the program to accomplish all of the following: <ul> <li>(A) Increase the number of students in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes.</li> <li>(B) Increase the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning.</li> </ul> </li> </ul>	Each region's plan shall be for the primary purpose of informing the development of strategies related to career technical education and workforce development courses, programs, and pathways. Each region's plan shall reflect strategies to efficiently and effectively utilize any available public and private resources, including funds for the Career Technical Education Pathways Program established in Part 52 (commencing with Section 88530), in a manner that better aligns career technical education courses, programs, and pathways with the needs of their regional economies.
Regional Share Consortium Shall:	
<ul> <li>[EC§88824(c)(1) &amp; §88823(b)(1)] each consortium shall select a CCD to be fiscal agent.</li> </ul>	
• [EC§88824(f)] a consortium shall allocate funds only to CCDs.	
• [EC§88823(b)(2] a consortium shall establish a governance model for the consortium. Fiscal Resources shall be determined exclusively by the CCDs participating in the consortium.	

#### PARTICIPATION AGREEMENT

#### BETWEEN

## GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT

## GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT AUXILIARY ORGANIZATION

#### AND

#### PALOMAR COMMUNITY COLLEGE DISTRICT

This Participation Agreement is incorporated in the Master Agreement No. MA1703-2663-R8 dated the 21st day of March 2017 between Grossmont-Cuyamaca Community District ("District"), Grossmont-Cuyamaca Community District Auxiliary Organization ("Auxiliary"), and Palomar Community College District ("Sub-Awardee"), collectively as "Parties" and individually as "Party".

This Participation Agreement sets forth the terms and conditions for the Strong Workforce Program funding and will be updated annually fiscally by mutual written agreement

1. <u>PERIOD OF PERFORMANCE</u>. The period of performance for this Participation Agreement shall be from through

2. <u>SCOPE OF WORK</u>. The Sub-Awardee shall perform the services and work as stipulated in the Proposal, attached hereto as Exhibit A ("Work") and incorporated herein.

3. <u>COLLABORATION</u>. All Parties agree to work collaboratively with all other colleges in the region in order to complete the Scope of Work. Collaboration will include attending regular meetings and communication among the project partners, and periodic written updates and presentations.

4. <u>TOTAL COSTS</u>. The total cost for performance of this Agreement is set forth in the table below. Funding amounts for each project are listed and may not be transferred from one project to another without specific written approval from the Project Manager, who is listed under paragraph 11, Contacts.

Exhibit No.	Proposal	Funding Amount	
		\$	

Sub-Awardee must spend all of the funds allocated through this Participation Agreement within the timeframe of this Agreement, and herby agrees the use of funds will comply with the intent of the Strong Workforce Program guidelines (Education Code 88820-88826), and all modifications to the such Education Code, if any.

5. <u>BUDGET</u>. Sub-Awardee agrees that expenditure of funds under this Agreement will be in accordance with the project budget submitted by the Sub-Awardee and attached hereto as Exhibit B ("Budget") and incorporated herein. Modification to the budget are allowed without prior approval, as long as budget categories are not added or deleted, the total dollar amount attached to the proposal is not affected, and the outcomes of this Agreement will not be materially affected.

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The project budget is allocated according to fiscal years as follows:

Year 1: February 1, 2017 to June 30, 2017 Year 2: July 1, 2017 to June 30, 2018 Year 3: July 1, 2018 to December 31, 2018

6. <u>PAYMENT</u>. Fifty percent (50%) of the total cost will be issued as an advance payment to Sub-Awardee upon Auxiliary's receipt of a fully executed Participation Agreement, fully executed Master Agreement, and Sub-Awardee submittal of an invoice for such disbursement. Thereafter, the Auxiliary shall reimburse Sub-Awardee for the actual cost of the work performed through an invoicing process as stipulated in Section 7, Invoices, up to but not exceeding the amount listed above under Section 4, Total Costs.

7. <u>INVOICES</u>. Invoices shall reference the Participation Agreement number and must be supported by financial detail reports that itemize costs by project number. All invoices submitted must also include an invoice number, date of invoice, payee name and remittance address, and total amount due.

Invoices shall be submitted no more frequently than monthly, and preferably, on a quarterly basis. Auxiliary may request back-up documentation for expenditures, if required to adhere to compliance terms and standards. Invoices shall be sent to the Contact person in Section 11, Contacts.

Final payment is contingent upon completion of the Scope of Work, upon receipt of a final invoice requesting payment, and upon Auxiliary's approval of a final report. A final invoice for all performance under this Agreement is due no later than January 31, 2019.

8. <u>REPORTING</u>. The Sub-Awardee shall prepare and submit qualitative and quantitative progress reports and a final report as required to the Auxiliary, according to the California Community College Chancellor's Office schedule, for all activities set forth in Exhibit A. Fiscal reports detailing fiscal activity during each fiscal year of the performance periods will also be submitted. A final report covering the entire performance period of the Participation Agreement, including all supporting documentation, is due January 31, 2019.

9. <u>MODIFICATIONS</u>. Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the Auxiliary.

10. <u>CONTACTS</u>. All invoices, supporting documentation, and progress reports from the Sub-Awardee will be sent to the Fiscal Agent representative:

Sara Suter, Director of Administrative Services GCCCD Auxiliary 8800 Grossmont College Drive El Cajon, Ca 92020 Phone: (619) 644-7597 Email: sara.suter@gcccd.edu

All modification request to the Scope of Work and Budget must be approved by the Project Manager:

Sally Cox, Executive Director GCCCD Auxiliary 8800 Grossmont College Drive El Cajon, CA 92020 Phone: (619) 644-7684 Email: sally.cox@gcccd.edu

The Sub-Awardee shall assign an individual to serve as a liaison between the Sub-Awardee and the Auxiliary, other project partners, and the Regional Consortium, to ensure the scope of work is performed. The Sub-Awardee's liaison will submit qualitative and quantitative report to the Auxiliary. Invoices and financial supporting documentation shall be certified and submitted by the Sub-Awardee's fiscal contact.

Sub-Awardee Project Liaison:

Name: Title: College Name: Palomar Community College District Address: City, State, Zip Phone: Email:

Sub-Awardee Project Fiscal Contact:

Name:	
Title:	
College Name: Palomar Commun	nity College District
Address:	
City, State, Zip	
Phone:	
Email:	- 10×10

The Parties agree to notify the other, in writing within 30 days of changes to the Contacts.

Except as expressly provided in this Agreement, all other terms, conditions and provisions of the Master Agreement shall continue in full force and effect as provided therein. If there is conflict between this Agreement and the Master Agreement or any earlier agreement, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties to this Agreement have executed this instrument by their duly authorized representatives on the dates of their signatures.

### GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT AUXILIARY ORGANIZATION

### PALOMAR COMMUNITY COLLEGE DISTRICT

By:		Ву:
	(Signature of authorized official)	(Signature of authorized official)
Name:		Name:
Title:		Title:
Date:		Date:

# EXHIBIT A TO PARTICIPATION AGREEMENT

# SCOPE OF WORK

# **EXHIBIT B TO PARTICIPATION AGREEMENT**

# BUDGET FOR PERFORMANCE PERIOD

#### Subject: <u>RECOMMENDATION: ACTION – AWARD OF BID #102-17 SAN MARCOS</u> <u>CAMPUS – PAINTING PROJECT</u>

### **OVERVIEW**

The District issued a Notice to Contractors seeking bids from C-33 painting contractors for Bid #102-17: San Marcos Campus – Painting project.

The scope of the project consists of:

<u>Preparing and Repairing Includes (as per section 09 01 90)</u>: existing surfaces for painting. This work may include chemical de-glossing of lead-based paint and removal of mold or mildew infested materials.

- I. <u>Painting</u> Includes (as per specification 09 90 00):
  - A. Fluid applied paints and coatings. Upon completion of Work, all visible interior and exterior surfaces, within the Contract limits including factory primed or factory finished roof mounted mechanical and electrical equipment, shall be painted unless scheduled "Not to Be Painted" in the specifications.
    - 1. Each paint system includes:
      - a. Surface preparation, including touch-up of shop applied primers, if needed.
      - b. Prime coat application, where scheduled as part of finish system.
      - c. Finish coat application, where scheduled apply two or more finish coats.
    - 2. Paint semi-concealed areas (e.g. inside of light troughs and valances, behind grilles, and projecting edges above and below sight lines, behind wall-mounted items).
    - 3. Repair and Painting of existing surfaces.
    - 4. Surface preparation and repair of surfaces treated for lead-based paint abatement work.
  - B. Surfaces Not To Be Painted:
    - 1. Prefinished wall, ceiling, and floor coverings.
    - 2. Items with factory-applied final finish except roof-mounted equipment as defined above.
    - 3. Concealed ducts, pipes, and conduit.
    - 4. Glass, plastic laminate, ceramic tile, anodized aluminum.
    - 5. Surfaces of steel items that will be embedded in concrete.
    - 6. Surfaces specifically scheduled or noted on the Drawings not to be painted.
    - 7. Fire-Rating labels on doors and frames.
    - 8. Performance Rating labels on equipment.
    - 9. Nameplates, cable or device identification labels, code required signage, etc.

#### DISCUSSION

Bids were open on April 20, 2017. After evaluating the bid submittals, it is the District's recommendation to award a contract to T L Veterans Construction, Inc., as being the lowest, responsive and responsible bidder in the amount of \$162, 800.00.

#### FINANCIAL IMPLICATIONS

Contract amount of \$162,800.00 shall be paid through state scheduled maintenance funds.

#### RECOMMENDATION

It is recommended that the Governing Board hereby awards a contract to T L Veterans Construction, Inc., as the lowest, responsive and responsible bidder.

# PALOMAR COLLEGE

### **SUBJECT**: Board Policies

**DESCRIPTION:** Throughout the academic year the Policies and Procedures Committee monitors, reviews, and amends District Policies and Procedures. At the April Policies and Procedures Committee meeting the committee suggested that it would be useful if the Board were to review and solidify the language on these two Board Policies prior to the Committee working on the associated Administrative Procedures.

The following Board Policies have been drafted and amended following standard practices and are presented for the Board to review and amend the language in accordance with legal requirements as noted in the reference sections of the documents.

Policy Number	Title	Comments
BP 3430	Prohibition of Harassment	This item is being amended to incorporate bullying specific language and make other CCLC recommended changes.
BP 7000	Civility and Mutual Respect	This is a newly District- drafted policy.

1 2 3	GENERAL INSTITUTION REV 4-7-17
4 5 6	BP 3430 PROHIBITION OF HARASSMENT
,	References:
	Education Code Sections 212.5, 44100, 66252, and 66281.5;
	Government Code Section <u>s 12940 and</u> 12950.1;
	Title 2 Sections 10500 et seq.;
	Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. Section 2000e
	All forms of harassment and bullying are contrary to basic standards of conduct
	between individuals and are prohibited by state and federal law, as well as this policy,
	and will not be tolerated. The District is committed to providing an academic and work
	environment that respects the dignity of individuals and groups. The District shall be
	free of sexual harassment and all forms of sexual intimidation and exploitation including
	acts of sexual violence. It shall also be free of other unlawful harassment and bullying,
	including that which is based on any of the following statuses: race, religious creed,
	color, national origin, ancestry, physical disability, mental disability, medical condition,
	genetic information, marital status, sex, gender, gender identity, gender expression,
	age, or sexual orientation of any person, <u>or military and veteran status,</u> or because
	he/she is perceived to have one or more of the foregoing characteristics.
	The District seeks to foster an environment in which all employees, and students,
	unpaid interns, and volunteers feel free to report incidents of harassment without fear of
	retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any
	individual for filing a complaint of harassment and bullying or for participating in a
	harassment or bullying investigation. Such conduct is illegal and constitutes a violation
	of this policy. All allegations of retaliation will be swiftly and thoroughly investigated. If
	the District determines that retaliation has occurred, it will take all reasonable steps
	within its power to stop such conduct. Individuals who engage in retaliatory conduct are
	subject to disciplinary action, up to and including termination or expulsion.
	Academic Freedom
	This policy works with BP 4030 titled Academic Freedom and is not intended to inhibit
	or interfere with freedom of expression and freedom of inquiry within the framework of
	responsibility. It is understood that staff members exercising their rights under Academic
	Freedom will accept responsibility for both the substance and the manner of their
	messages.
	Any student, <del>or</del> employee, unpaid interns, or volunteer who believes that he/she has
	been harassed, <u>bullied</u> or retaliated against in violation of this policy should immediately
	report such incidents by following the procedures described in AP 3435 titled
	Discrimination and Harassment Investigations and Training. Supervisors are mandated
	Proposed changes include CCLC suggestions from Updates 23, 26, 29 & 30.

47 48 to report all incidents of harassment, bullying and/or retaliation that come to their 49 attention. 50 51 This policy applies to all aspects of the academic environment, including but not limited 52 to classroom conditions, grades, academic standing, employment opportunities, 53 scholarships, recommendations, disciplinary actions, and participation in any community 54 college activity. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary 55 action, layoff, recall, transfer, leave of absence, training opportunities, and 56 57 compensation. 58 59 To this end, the Superintendent/President shall ensure that the District undertakes education and training activities to counter discrimination and bullying and to prevent, 60 minimize, and/or eliminate any hostile environment that impairs access to equal 61 62 education opportunity or impacts the terms and conditions of employment. 63 64 The Superintendent/President shall establish procedures as defined by law that define harassment on campus. The Superintendent/President shall further establish 65 66 procedures for employees, students, unpaid interns, volunteers and other members of the campus community that provide for the investigation and resolution of complaints 67 regarding harassment, bullying and/or discrimination and procedures for students to 68 69 resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents. The Vice President, 70 Human Resource Services is the responsible District officer charged with receiving 71 72 complaints of harassment and coordinating the investigation. 73 74 This policy and related written procedures (including the procedure for making 75 complaints) shall be widely published and publicized to administrators, faculty, staff, and 76 students, unpaid interns, and volunteers particularly when they are new to the institution. They shall be available for students, and employees, unpaid interns, and 77 volunteers in all administrative offices and shall be posted on the District's website. 78 79 Employees who violate the policy and/or procedures may be subject to disciplinary 80 action up to and including termination. Students who violate this policy and related 81 procedures violators may be subject to disciplinary measures up to and including 82 expulsion. Unpaid interns and volunteers who violate this policy and/or procedures may 83 84 be subject to disciplinary measures up to and including termination from the internship 85 or other program. 86 Also see BP 3410 titled Nondiscrimination, BP/AP 3420 titled Equal Employment 87 Opportunity, AP 3435 titled Discrimination and Harassment Investigations and Training, 88 BP 4030 titled Academic Freedom, and appropriate provisions of applicable collective 89 bargaining agreements/employee handbooks 90

Proposed changes include CCLC suggestions from Updates 23, 26, 29 & 30.

1

HUMAN RE	SOU	RCES
	REV	<mark>4/7/17</mark>

2 3 **BP 7000 CIVILITY AND MUTUAL RESPECT** 4 5 6 7 **References:** 8 Education Code Section 70902; 9 Title 5 Sections 55060 et seq. 10 11 It is the policy of the Palomar Community College District to foster and professional environment 12 which maximizes student learning and employee performance, within and a climate of civility 13 and respect among all employees and students of the District. 14 DEFINITION OF THE CIVILITY AND MUTUAL RESPECT POLICY 15 16 17 1. All members of the Palomar Community College District community are expected to treat 18 other community members with civility and respect, recognizing that disagreement and 19 informed debate are valued in an academic community. Harassment by any member of the 20 Palomar Community College District community for whatever motive is harmful to the 21 educational environment desired by the District and therefore will not be permitted by the 22 District. Members of the Palomar Community College District community include faculty, 23 staff, managers, supervisors, students, and members of the Board of Trustees. 24 2. Unacceptable behaviors. Demeaning, intimidating, threatening, or physically or emotionally 25 violent behaviors that affect the ability to learn or work in the District environment are not consonant consistent with the standards of civility and respect as expected in the 26 27 District and are unacceptable as outlined in related district policies and procedures. 28 3. Retaliation. Retaliation for reporting violations of this policy, for seeking to have prohibited 29 conduct corrected, or for participating in an investigation is prohibited. 30 4. Violation. An employee who has violated this policy will be subject to disciplinary action in 31 accordance with established policies and disciplinary procedures. A member of the Board 32 of Trustees who has violated this will be subject to the rules of the Board. 33 5. Restraining Order. Any District community member who has obtained a restraining order against another District community member is encouraged to provide a copy of the order to 34 35 College Police if enforcement on campus is contemplated in the court order. 36 6. Visitors. Visitors, vendors, and the families of students, staff, and faculty are expected to 37 comply with the provisions of this policy. Noncompliant behavior will be addressed and may lead to removal from the campus. 38 39 7. Enforcement. Alleged violation of this policy will be administered through established 40 policies and procedures of the Palomar Community College District. 41 Also see: BP 2355 Decorum; BP 2715 Code of Ethics, BP 5530 Student Rights and Grievances; 42 AP 5520 Student Discipline Procedures: BP/AP 3410 Nondiscrimination: BP/AP 3430 43 44 Prohibition of Harassment; and AP 3435 Discrimination and Harassment Investigations. Newly proposed policy.

Date Adopted: