

DISTRICT PROPOSAL NO. 1

June 19, 2017

MEMORANDUM OF UNDERSTANDING
BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT
AND THE PALOMAR FACULTY FEDERATION

This Memorandum of Understanding ("MOU") is entered by and between the PALOMAR COMMUNITY COLLEGE DISTRICT ("District") and the PALOMAR FACULTY FEDERATION ("PFF") and is with respect to Appendix F.

The purpose of this MOU is to resolve a dispute between the District and PFF regarding the interpretation and application of the stipend paid to adjunct faculty who are assigned as a Head Coach or Assistant Coach of those athletic teams identified in Appendix F.

The parties to the MOU mutually agree that this is a "No Fault" MOU. Neither party acknowledges or admits it has misinterpreted or misapplied the coaching stipend in Appendix F for adjunct faculty, nor acquiesced to or waived any different interpretation or application of the coach stipend in Appendix F for adjunct faculty.

Effective upon approval of this MOU by the District's Governing Board, the parties agree to the following:

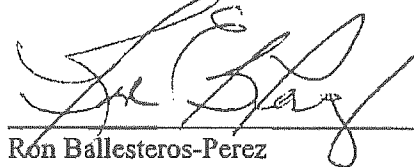
1. For all adjunct faculty who have received a stipend as a Head Coach or Assistant Coach pursuant to Appendix F of Agreement for any semester for academic years 2015-2016 and 2016-2017, and who also taught an Athletic and Competitive Sports Course ("ACS Course") for the District during this time period, the adjunct faculty member shall receive retroactive compensation calculated as follows:
 - (a) The adjunct faculty member's hourly rate, multiplied by the hours taught in an ACS Course, plus the applicable full time faculty Head Coach stipend or Assistant Coach stipend, less the amount of the stipend the adjunct faculty member earned for the ACS Course.
 - (b) If the adjunct faculty member was a Head Coach or Assistant Coach for two (2) years, the adjunct faculty member will receive the amount of the difference resulting from the calculation in (a) for two (2) years. If the adjunct faculty member was a Head Coach or Assistant Coach for one (1) year, the adjunct faculty member will receive the amount of the difference resulting from the calculation in (a) for one (1) year.
 - (c) Payment of the retroactive compensation to all eligible adjunct faculty shall be made in next payroll following the Governing Board's approval of the MOU.
2. The parties mutually agree to commence negotiations on language in a successor MOU to accurately reflect the teaching hours and stipend compensation for adjunct faculty who are Head Coaches or Assistant Coaches. The stipends to be negotiated include one (1) stipend amount for fulltime and adjunct Head Coach with appropriate

differentiation by sport. The amount of the stipends will be negotiated. The parties agree to negotiate any other detail that might apply while working on modifications to Appendix F.

3. Once the parties have reached agreement on a successor MOU to this MOU, the terms of the agreement shall be incorporated into the final Agreement between the parties once the Agreement is ratified by all PFF and adopted by the Governing Board.

Dated: _____

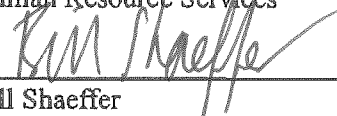
6/27/17



Ron Ballesteros-Perez
Assistant Superintendent/Vice President
Finance, Administrative Services
Human Resource Services

Dated: _____

6/23/2017



Bill Shaeffer
Lead Negotiator
Palomar Community College

Dated: _____

6/21/2017



Teresa Laughlin
Co-President, PFF

Date _____

6/22/17



Colleen Bixler
Co-President, PFF

Dated: _____

6/20/17



Jenny Fererro
Lead Negotiator, PFF

Ratification of faculty assigned time for the 2017-2018 Academic Year.

Name	Assignment/Department	Assigned Time	Monthly Stipend
Canon, Terrie	Chair, Computer Science and Information Systems	60%	\$639.84
Carrillo, Melinda	Chair, Reading Services Department	20%	\$533.88
Cheung, Wing	Chair, Earth, Space and Environmental Sciences	60%	\$639.84
Craft, Lacy	Chair, Health, Kinesiology and Recreation Management Department	60%	\$639.84
Dixon, Patricia	Chair, American Indian Studies	20%	\$533.88
Dodson, Kenneth	Chair, Graphic Communications	20%	\$533.88
Donovan, Karen	Chair, Nursing Education	80%	\$694.84
Esteban, Jose	Chair, Economics, History & Political Science	60%	\$639.84
Fedon, Anthony	Co-Chair, Trade and Industry	30%	\$319.92
Fererro, Jennifer	Chair, Child Development	20%	\$533.88
Forney, Marlene	Chair, Library	60%	\$639.84
Hooper, Wayne	Chair, Public Safety Programs	20%	\$533.88
Hudelson, Mark	Chair, Art	60%	\$639.84
Japtok, Martin	Chair, Multicultural Studies	20%	\$533.88
Kelber, Barbara	Chair, English	80%	\$694.84
Lockett, Michael	Chair, Behavioral Sciences	80%	\$694.84
Lowry, Christopher	Chair, Speech Communications/ Forensics/ASL	40%	\$587.27
Lutz, Dennis	Chair, Design and Manufacturing Technologies	40%	\$587.27
Martin-Klement, Leah	Chair, Business Administration	60%	\$639.84
Mead, Patriceann	Chair, Performing Arts	60%	\$639.84
Nakajima, Takashi	Chair, Physics and Engineering	20%	\$533.88
Nelson, Wendy	Chair, Media Studies	40%	\$587.27
Obrien, Patrick	Chair, Counseling Services	80%	\$694.84
Ordille, Henry	Director, Emergency Medical Education	80%	\$694.84
Pearson, Elizabeth	Chair, Life Sciences	60%	\$639.84
Rudy, Denise	Director, Dental Assisting Program	40%	\$587.27
Sheahan, Kathleen	Chair, World Languages	67%	\$639.84
Sosa, Gary	Chair, English as a Second Language	60%	\$639.84
Weintraub, Tamara	Chair, Library	60%	\$587.27
Wiestling, Jay	Chair, Mathematics	80%	\$694.84
Wright, David	Co-Chair, Trade and Industry	30%	\$319.92
Zabzdyr, Jennifer	Chair, Chemistry	40%	\$587.27

Name	Assignment	Assigned Time
Anderson, Laurel	Coordinator, Service Learning Program	20%
Anfinson, Cindy	Assistant Math Center Director, Basic Skills Initiative	40%
Antonecchia, Rosie	Career Center Coordinator	50%
Blankenship- Williams, Lesley	Tenure and Evaluations Review Board Coordinator	80%
Chen, Lihe	English as a Second Language Tutor Coordinator, Basic Skills Initiative	60%
Cook-Whearty, Marquesa	Coordinator, Forensics	\$2,706.08/year
Demaris, P.J.	Transfer Center Coordinator	60%
Early, Daniel	Wellness Fitness Center Coordinator	25%
Eighmey, Jim	Archaeology Program Coordinator	20%
Falcone, Kelly	Campus Theme Organizer	20%
Falcone, Kelly	Faculty Senate Chair of Committee on Committees	20%
Falcone, Kelly	Professional Development Coordinator	60%
Farquharson, Hope	CO-SLOAC Program Review Coordinator	80%
Fent, James	Alcohol & Other Drug Studies Program Director	20%
Fererro, Jennifer	Faculty Senate Secretary	20%
Hokett, Dewi	Coordinator, Forensics	\$2,706.08/year
Kardel, William Scott	Assistant Director, Planetarium	60%
Lane, Mark	Planetarium Director	40%
Madan, Nimoli	English as a Second Language Computer Lab Co-Coordinator	10%
Miller, Susan	CO-SLOAC Program Review Coordinator	40%
Mudgett, Benjamin	Articulation Officer	100%
Nelson, Wendy	Curriculum Committee Co-Chair	40%
Payne, Lillian	Academic Technology Resources Coordinator	80%
Ritt, Travis	Faculty Senate President	80%
Robertson, Steven	Coordinator, Forensics	15%
Robinson, Julia	Assistant Chair, Nursing	20%
Rose, Candace	Faculty Senate Vice President	20%
Rose, Nicole	Alcohol & Other Drug Studies Program Director	20%
Sanchez, Gabriel	First Year Experience Coordinator	60%
Sheahan, Kathleen	World Languages Computer Lab Coordinator	33%
Smith, Melissa	ASL, Lab Coordinator	20%
Sosa, Gary	English as a Second Language Computer Lab Co-Coordinator	27%
Stone, Jack	CFT, Lab Coordinator	20%
Studinka, Diane	Liaison to the ECE Lab School	40%
Thompson, Craig	Director, English Lab	25%
Thompson, Craig	Director, English Lab, Basic Skills Initiative	35%
Towfiq, Fariheh	Equivalency Committee Chair	20%
Towfiq, Fariheh	Math Center Director	40%
Towfiq, Fariheh	Math Center Director, Basic Skills Initiative	20%
Van Houten, Julianne	Assistant Chair, Nursing	20%
Waite, Lori	Accreditation Self-Study Tri-Chair	40%
Waite, Lori	Faculty Resource Coordinator	40%
Whearty, Brandon	Coordinator, Forensics	15%

**PALOMAR COMMUNITY COLLEGE DISTRICT
INTERIM DIRECTOR, OCCUPATIONAL
AND NONCREDIT PROGRAMS
FIRST AMENDMENT TO EMPLOYMENT CONTRACT**

This First Amendment to Employment Contract (hereinafter referred to as the "First Amendment") is made and entered into this eleventh day of July, 2017 of by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Barbara Blanchard** (hereinafter referred to as the "Employee").

WHEREAS, Board and Employee entered into an initial employment contract ("Original Agreement") with a term of August 15, 2016 through and including March 31, 2017; and

WHEREAS, it is the desire of the Board to continue to employ Employee in the Position of **Interim Director, Occupational and Noncredit Programs**.

NOW, THEREFORE, the parties mutually agree as follows:

1. **TERM.** The term of this First Amendment shall begin on August 15, 2016, and continue through and including July 31, 2017.
2. **NO CHANGES TO OTHER TERMS AND CONDITIONS.** All other terms and conditions of Employee's Original Agreement remain in full force and effect for the term of this First Amendment, unless otherwise terminated or modified in accordance with the terms of the Original Agreement.

**ACCEPTANCE OF
INTERIM DIRECTOR, OCCUPATIONAL AND NONCREDIT PROGRAMS
FIRST AMENDMENT TO EMPLOYMENT CONTRACT**

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

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

Date: _____

Employee Signature

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

Date: _____

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

Copy: Employee

**PALOMAR COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRACT 2017-2018**

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this eleventh day of July, 2017 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Benjamin E. Moss** (hereinafter referred to as the "Employee").

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

NOW, THEREFORE, the parties mutually agree as follows:

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

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

4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at Salary grade **56/16** from July 12, 2017 through June 30, 2018. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Team Handbook as adopted by the Board.
8. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular classified administrators for which they are eligible under the terms of the Administrative Team Handbook.
9. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and

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

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

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

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

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

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

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

16. RESIGNATION. Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Board or upon a shorter period of time if approved by the Board.

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

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRCACT**

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

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

Date: _____

Employee Signature

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

Date: _____

Dr. Joi Lin Blaske, Superintendent/President
Secretary to the Govering Board

Copy: Employee

**PALOMAR COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR,
EMPLOYMENT CONTRACT**

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this eleventh day of July by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") **Nichol D. Roe** (hereinafter referred to as the "Employee").

WHEREAS it is the desire of the Board to employ Employee in the Position of **Associate Dean, Workforce Development and Extended Studies** (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 June 25, 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 **June 26, 2017** and continue through and including **June 15, 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 72/1 from June 26, 2017 through June 30, 2018 and at salary grade 72/2 from July 1, 2018 through June 25, 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 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 ADMINISTRATOR 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

**PALOMAR COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR
EMPLOYMENT CONTRACT 2017-2019**

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this eleventh day of July, 2017 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Suzanne Sebring** (hereinafter referred to as the "Employee").

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

NOW, THEREFORE, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is 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 July 30, 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 **August 1, 2017**, and continue through and including **July 30, 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-four (24) months. It is expressly understood, however, that if the position referred to in this Agreement is funded by a grant, categorical program, or other monies not in the District's unrestricted general fund, and if funding is discontinued, 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 **68/1** from August 1, 2017 through June 30, 2018, at salary grade **68/2** from July 1, 2018 through June 30, 2019, and at salary grade **68/3** from July 1, 2019 through July 30, 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 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 WITHOUT CAUSE.** Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired, without cause. In such an event, the maximum cash settlement that the Employee shall receive will be an amount equal to the monthly base salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement, or eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

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

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

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.

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 ADMINISTRATOR
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 regular Board meeting.

Date: _____

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

Copy: Employee

**PALOMAR COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRACT 2017-2018**

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this 11th day of July, 2017 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Stacy A. Rungaitis**, (hereinafter referred to as the "Employee").

WHEREAS it is the desire of the Board to employ Employee in the Position of **Director of Development/Executive Director of the Foundation** (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 classified administrator as defined by Education Code section 87002(a) and (c), and a management employee as defined by Government Code section 3540.1(g). Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code sections 72411(a) and 72411(b). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will automatically renew upon its expiration by mutual agreement, and Employee will automatically be reemployed for one (1) additional year upon the expiration of this Agreement, unless the Governing Board provides written notice to Employee on or before March 15, 2018, of its intention not to reemploy Employee in Position for one additional year. If the Governing Board provides such written notice to Employee, Employee's employment in Position and this Agreement will terminate effective July 12, 2018, without further action by the Board. If the Governing Board provides notice to Employee of non-renewal of this Agreement, and Employee has seniority in another non-administrative classified position in the District, such Employee has the right to return to such position upon the expiration of this Agreement, provided that Employee is not terminated for cause.
3. **TERM.** The term of this Agreement shall begin on **July 12, 2017**, and continue through and including **July 11, 2018** or unless extended pursuant to paragraph 2. Employee shall be required to render full time and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension of

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

4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at salary grade **72/3** from July 1, 2017 through June 30, 2018 and at salary grade **72/4** from July 1, 2018 through July 11, 2018. In the event Governing Board does not notify Employee by March 15, 2018, of its intention not to reemploy Employee in Position, Employee shall be compensated at salary grade **72/4** from July 12, 2018 through June 30, 2019 and salary grade **72/5** from July 1, 2019 through July 11, 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 for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Association 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.
8. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular classified administrators for which they are eligible under the terms of the Administrative Team Handbook.

9. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.
10. **TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE.** The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination. Disciplinary actions, up to and including discharge from employment, shall be carried out in compliance with the disciplinary provisions applicable to administrative employees as set forth in the Administrative Team Handbook as adopted by the Board. In the event of a termination of Agreement for cause, the provisions of Section 14 of Agreement shall not apply.
11. **TRAVEL.** Necessary transportation and travel expenses will be provided in accordance with policies duly adopted by the Board.
12. **SERVICE CLUBS AND COMMUNITY ORGANIZATIONS.** The Board authorizes payment of dues and meals for meetings of one service or community organization. Funds shall be allocated to the appropriate expense accounts in the annual budget approved by the Governing Board.
13. **PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.**
- (a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.
 - (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.

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

14. MAXIMUM CASH SETTLEMENT UPON TERMINATION OF THIS AGREEMENT.

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, or twelve (12) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

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

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

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

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

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRCACT**

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

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

Date: _____

Employee Signature

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

Date: _____

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

Copy: Employee

**PALOMAR COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR
EMPLOYMENT CONTRACT 2017-2018**

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this 11th day of July, 2017 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Judy Harris** (hereinafter referred to as the "Employee").

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

NOW, THEREFORE, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is a member of the Administrative Association as described in the Administrative Association 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. Pursuant to Ed. Code §87470, Position is a categorically funded position which will end thirty (30) days after funding for Position is terminated, unless Agreement is otherwise terminated pursuant to paragraphs 2, 13 or 14 of Agreement.
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 year, or unless Employee is terminated pursuant to paragraph 1, 13 or 14 of Agreement. If the Governing Board provides such written notice to Employee, Employee's employment in Position and this Agreement will terminate effective July 1, 2018, without further action by the Board, 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 educational 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 **June 30, 2017**, and continue through and including **July 30, 2018** or unless extended pursuant to paragraph 2. Employee shall be required to render full time and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual, written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize the renewal or extension of this Agreement for an overall term of more than twenty-four (24) months.
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 **66/4** on June 30, 2017 and at salary grade **66/5** from July 1, 2017 through June 30, 2018. In the event Governing Board does not notify Employee by March 15, 2018, of its intention not to reemploy Employee in Position, Employee shall be compensated at salary grade **66/6** from July 1, 2018 through June 30, 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 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 Association 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 Association 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 Association 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, without cause. In such an event, the maximum cash settlement that the Employee shall receive will be an amount equal to the monthly base salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement, or twelve (12) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

The District agrees to pay Employee the lump sum cash payment ("Severance Pay"), less legally required for authorized deductions except contributions to 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 Association Handbook as adopted by the Board.

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 ADMINISTRATOR
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 regular Board meeting.

Date: _____

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

Copy: Employee

5/30/2017
Tina [Signature]
[Signature]

CCE DISTRICT CCE PROPOSAL #42

MAY 30, 2017

ARTICLE 4 - AGREEMENT CONDITIONS

4.1 Term and Effect

4.1.1 Term

This Agreement shall be in effect from July 1st, 2017 the date of final ratification and shall remain in effect until June 30th, 2020 the date of final ratification and shall remain in effect for a term of three years ~~October 8, 2018~~ through ~~October 7, 2017~~.

4.1.2 Effect and Savings Clause

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices, policies and procedures which practices, policies, and procedures are otherwise within the District's discretion. If any provision(s) of this Agreement is (are) held to be contrary to law by a court of competent jurisdiction, such provision(s) will not be valid except to the extent permitted by law, but all other provisions will continue with force and effect.

4.2 Complete Agreement

The District and the CCE/AFT mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties on those matters that were the subject of negotiations leading to this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified on those matters that were the subject of negotiations leading to this Agreement unless by any of the following:

- Mutual consent of both parties in writing
- Procedure expressly allowing the same stated in this Agreement
- Matters required by the EERA or change in state law which falls under subjects within the scope of bargaining

Both parties acknowledge that all contract language shall be enforced until a change is negotiated through a procedure provided in this contract or by law.

7/2
[Signature]
5/30/17

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

4.3 Limited Reopeners

The parties specifically agree to reopen negotiations each year during the term of this Agreement, ~~commencing with the second year~~, regarding Article 12 Compensation and Article 13 Health and Welfare Benefits and ~~two (2) or (4)~~ four (4) additional articles selected by each party during the term of the agreement. By mutual agreement the parties may determine not to reopen negotiations on an annual basis.


F.P. 6-13-17

And Article 20
Voluntary Transfers
in the first
year of the
agreement.

Transfers, Promotions and Voluntary Demotions

4.4 Replacement of Severed Provisions

In the event of suspension or invalidation of any Article or section of this Agreement by operation of law, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

6/15/2017
Teri Skiff


5/30/17
AD
Tom Shuff

10:30

TA

F.R.O.
5-30-17

DISTRICT COUNTER-PROPOSAL #2 is
CCE/AFT Proposal #21 January 10, 2017

ARTICLE 6 – UNION RIGHTS

February 9, 2017 March 16 April 25, 2017 May 30, 2017

6.1 General

6.1.1 Contracting Out

The District shall follow the provisions of the Education code with regard to contracting out.

6.1.2 Agency fee (aka: Fair Share) for New unit employee

Each new classified hire shall receive a letter (Sample letter in Appendix F) from the District advising them of the statutory agency fee requirement and the resulting agency fee payroll deduction.

6.1.3 Notification of New unit employee

The District shall provide the CCE/AFT the information specified for such new hires in Section 6.6.2 within thirty-five (35) days from the date the employee starts work.

The District and the CCE/AFT agrees that all new employees of the District whom fall within the bargaining unit represented by CCE/AFT shall be informed by the District that CCE/AFT is their exclusive representative. In fulfilling this obligation, the District shall do the following:

6.1.3.1 At the time the new employee is presented with information and documents to review and sign regarding benefits, employee manual, tax information, and other documents needed by the District to commence the new employee's employment, the employee shall be provided a copy of the current Collective Bargaining Agreement between the District and CCE/AFT, and, a form to be provided by CCE/AFT which notifies the employee that CCE/AFT is their exclusive representative. Such form shall provide the employee the opportunity to provide contact information for CCE/AFT to use in contacting the employee. The employee shall sign the form acknowledging receipt of the form, and such form shall be forwarded to the CCE/AFT President within three working days of the date the new employee signs the form.

6.1.3.2 The District shall provide no other information to the new employee regarding Union rights, dues, or obligations as an employee represented by CCE/AFT, except as expressly stated

within this Agreement.

~~6.1.3.3 Any employee who is paying dues may stop making those payments by giving written notice to the Union within thirty (30) days prior to the annual anniversary date of the employee's authorization or 2) the date of termination of the applicable contract between the employer and the Union, whichever occurs sooner. The employer will honor the employee's check off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union.~~

6.1.3.3 Any employee who is paying dues may stop making those payments by giving written notice to the Union within thirty (30) days prior to the annual anniversary date of the employee's authorization or 2) the date of termination of the applicable contract between the District and the Union, whichever occurs sooner. The District will honor the employee's check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union.

Comment: Place language in Appendix F— Agency Fee Requirement. Add language to memorandum.

~~6.1.3.4~~ 6.1.3.4 Within ten working days of the hiring date of a new employee whose position is represented by CCE/AFT, the employee shall be permitted to be released from their official duties for up to 15 minutes to meet the CCE/AFT President or designee for the purpose of receiving information orienting the employee to rights, duties and obligations of the employee due to his/her representation by CCE/AFT. Such meeting between the new employee and the Union representative shall occur while the Union representative is on duty, and, at a date and time agreeable to both the Union representative and new employee. The District shall not have a representative present for this meeting unless invited by the Union representative and employee. Such meeting shall occur at a time that causes minimal interruption of the duties of the Union representative and new employee. The District shall not be obligated to provide any special room accommodations for the meeting.

6.1.4 Distribution of Contract

The parties shall mutually agree upon the number of copies of the

Agreement to be reproduced after Governing Board approval, and shall equally share in the cost of reproducing and printing said copies.

The reproduction of the collective bargaining agreement shall be completed and received by the CCE/AFT, as soon as practicable, after the Governing Board ratification. The CCE/AFT shall be responsible for distribution of the agreement to its bargaining unit members.

Additionally, the District shall provide each new employee of the bargaining unit subsequent to the effective date of this Agreement with one (1) copy of this Agreement before starting work. Any addendums and/or changes to this Agreement reached within the duration of the Agreement shall be distributed via electronic means and may be printed using District property.

6.2 Communication with Unit Employees

The CCE/AFT shall have the right to put notices of activities and matters of CCE/AFT concern on bulletin boards adjacent to employee mailboxes and directly into employee mailboxes. The CCE/AFT shall bear all expenses related to printing such notices. All such notices shall include the name of the CCE/AFT and date. A reasonable part of the bulletin boards (not to exceed one-third but no smaller than twelve inches by twelve inches (12"x12")) will be reserved for the CCE/AFT and will be so labeled. An area and bulletin board shall be provided by the District at each satellite location as well as the north and south campuses. The CCE/AFT shall be responsible for the content of all its information and notices.

6.2.1 District E-mail

The CCE/AFT shall have the right to use the District e-mail system to communicate with employees in accordance with state law and District policies and procedures. E-mail communications for Union purposes will identify the Union in the subject heading of the communication, and may only be sent or responded to during breaks, lunch, before or after work hours, or during release time as provided by this Article.

6.3 Conducting Meetings

Authorized CCE/AFT representatives conducting CCE/AFT business may meet with unit members on District property only during times when the unit members are not required to perform assigned duties, except in situations where immediate, direct representation is required. Casual, incidental and brief conversations between classified unit members during times when they are required to perform assigned duties are not prohibited by this provision.

6.4 Use of District Equipment and Supplies

6.4.1 Facilities

The CCE/AFT shall have the reasonable use of District facilities at reasonable times as well as one assigned office, on the San Marcos campus, for the purpose of meetings concerning negotiations, grievance processing, and/or Union business related to activities pursuant to its responsibilities under the Education Employment Relations Act. The designated office shall be reserved solely for the use of the CCE/AFT. Key access to the designated office shall be limited to officers of CCE/AFT unless otherwise arranged by prior written consent. Use of all other facilities shall be subject to the District's normal room reservation and facilities use procedures.

6.4.2 Equipment

The CCE/AFT shall have the reasonable use of District equipment. The District will bill the CCE/AFT for the costs of materials used and the CCE/AFT will promptly pay said bill(s).

6.5 Committees, Councils, and Other Meetings

6.5.1 Position Authorization Meetings

The CCE/AFT representatives and the District's Human Resource Services representative or designee agree to meet at a mutually accepted time and to ensure no disruption of District operations, both parties agree to provide information and/or input in a timely fashion.

6.5.2 Hiring Committee

The District shall contact the CCE/AFT regarding requests for classified bargaining unit representatives on non-faculty hiring committees. The CCE/AFT shall designate the classified representative(s) to serve on such committees.

6.5.3 District Committees, Councils, Ad Hoc, or Work Groups

The CCE/AFT shall participate on the District's shared governance committees, councils, Ad Hoc or Work Groups as delineated in the Palomar Governance and Administrative Structure. The District and the CCE/AFT shall discuss any future changes on these bodies regarding CCE/AFT representation. The District shall contact the CCE/AFT President or designee for classified representative(s). The CCE/AFT shall have the sole responsibility for appointing a classified representative. Committees and councils currently established, subject to this provision, include (but are not necessarily limited to) the following (and their successors):

Strategic Planning Council

Student Services Planning Council

Instructional Planning Council

Finance and Administrative Services Planning Council

Human ResourcesServices Planning Council

Learning Outcomes Council

Budget Committee

Benefits Committee

Facilities Review Committee

~~EEO Advisory~~ Equal Employment Opportunity Advisory Committee

Safety and Security Committee

Accreditation Steering Committee

Registration Committee

Basic Skills Committee/Title V, HSI Steering Committee

Government Affairs Committee

Bookstore Committee

Classified Professional Growth Committee

Campus Police Committee

Scholarship Committee

~~Professional~~ Professional Development Committee

~~Staff Development and Training Committee~~

Matriculation and Transfer Committee

Student ~~Success & Equity~~ Committee Council

Student Program Eligibility Appeals Committee

Team Life Committee

Palomar College Committee to Combat Hate (PC3H)

~~District Policy~~ & Procedures Committee

Behavioral Health & Welfare Committee

Food Services Committee

Reclassification Review Committee (per MOU)

Classification Specification Committee (per MOU dated 8/24/16)

Classified Catastrophic Illness Leave Committee

6.6 Right to Information

6.6.1 Information Requests

The District agrees to provide information to the CCE/AFT upon request which is necessary and relevant for the CCE/ACT to discharge its duty to represent its bargaining unit members. The CCE/AFT shall make all such requests to the Superintendent/President or designee indicating the specific information needed and the reasons for such information. Any request made orally shall be followed up with written confirmation of the request in a reasonable amount of time. The information will be provided in a timely fashion, or the District representative will respond with reasons why the information will not be provided (e.g., confidential records, legal privilege, and non-availability). The Superintendent/President or designee will respond in accordance with all applicable laws. The District agrees to provide the CCE/AFT, upon request, public budget information and related

public documents and information including such quarterly reports on income, expenditures and performance to State-required standards, as may be submitted to the Chancellor of the California Community Colleges or other accrediting agencies.

6.6.2 Rosters

The District shall provide annually, by August 15th, free of cost, a roster of the names, home addresses, home telephone numbers, hire date, department locations, percentage of assignment, pay grade, position number and classifications (Job-job title) of all bargaining unit members.

6.7 Released Time

Any unit member intending to utilize released time authorized under this Article shall provide advance written notification to his/her immediate supervisor when practical. Released time shall not be used for any concerted refusal to work or any political activity, nor can the unused hours be accumulated.

6.7.1 Union Business

The District shall grant the nine (9) Executive Council members of the CCE/AFT ~~forty eight (4080) fifty four (54) seventy two (72) sixty-three~~ 63 hours of released time per week for Union business without loss of compensation. Union business, as used in this section, does not include negotiations or other meetings involving District representatives and CCE/AFT, including shared governance and/or hiring committee meetings where duly-appointed unit members serve as the designated representative(s) for the CCE/AFT and/or for the bargaining unit (refer to 6.7.2). The allocation of the ~~forty (40) eighty (80) fifty four (54) seventy two (72) sixty-three (63)~~ hours per week is at the discretion of the CCE/AFT, subject to the following provisions:

- 1) Released time does not include any backfill to Executive Council members' positions who may be allocated such time. Further, this released time is not intended to provide any direct compensation to Executive Council members who may be allocated such time and whose position(s) is/are not backfilled.
- 2) The CCE/AFT President or designee will designate in writing, at the beginning of each fiscal year, the members that will be released and the number of released hours per week. The notice shall be sent to the Assistant Superintendent/Vice President for Human Resource Services.
- 3) No Executive Board member shall receive more than fifty percent (50%) released time pursuant to this section.

- 4) The District shall grant one (1) hour per week with no loss of compensation to the Executive Council of the CCE/AFT for a business meeting of its members, defined as the President, Senior Vice-President, the Assistant Vice-President, the Secretary, the Treasurer, two (2) grievance officers, Membership/Communications Officer, Technology Officer and not more than three (3) ~~five (5)~~ three (3) stewards. Individuals who are subject to this provision will be designated in writing to the District at the beginning of each fiscal year. The one (1) hour per week shall not be counted against the ~~forty-~~ ~~(40) eighty (80) fifty-four (54) seventy-two (72)~~ thirty-three (33) hours per week as provided by this Section.

6.7.2 Negotiations

Negotiation meetings between the parties shall take place at mutually convenient times and places. The District shall grant release time without loss of compensation to no more than five (5) official negotiators of the CCE/AFT for meeting and negotiating with official District negotiators. An additional two (2) employees alternates may attend negotiations as official negotiators ~~but not on paid released time~~ but not on paid released time.

The District shall grant the five (5) official negotiators and two (2) alternates ~~one (1) two (2)~~ one (1) hours of released time without loss of compensation for each four (4) hours of scheduled negotiating sessions with official District negotiators for negotiations preparation, and shall grant the Union President an additional half (.5) hour of preparation time for each four (4) hours of scheduled negotiation sessions, for negotiations preparation.

6.7.3 Processing Grievances

A total of seventy-five (75) hours of released time will be granted without loss of compensation to official representatives of the CCE/AFT for the purpose of processing grievances. No more than two (2) bargaining unit members shall receive such release time under this provision at any one time for any one grievance. The District and the CCE/AFT recognize that grievance meetings are to be scheduled at mutually convenient times and places. Additional time, which must be requested in advance, may be granted for the CCE/AFT to fulfill its duty of fair representation of the bargaining unit employees.

6.7.4 CCE/AFT Training, Conferences, Conventions

A total of ~~ten (10)~~ twenty (20) workdays of release time without loss of compensation will be granted to the CCE/AFT membership to attend training sessions sponsored by the CCE/AFT or its state or national affiliate. This release time may be used by any employee(s) designated by the CCE/AFT Executive Council but may not exceed a total of ~~ten (10)~~ twenty (20) days per

fiscal year. Application for this release time shall be made in advance, with reasonable advance notice, to the Assistant Superintendent/Vice President, Human Resource Services, who shall grant the request if it is consistent with this Article and does not significantly interfere with the business needs of the District and/or the discharge of the designated representative's duties as an employee. All requests require the agreement of the designated employee's supervisor.

6.7.5 CCE/AFT General Membership Meeting

This District shall grant up to one (1) hour per quarter released time for bargaining unit employees to attend a general Classified Staff meeting. CCE/AFT shall provide at least three (3) days advance notice and a written agenda to the Superintendent/President for such meetings. The CCE/AFT President or his/her designee, shall be granted an additional two (2) hours release time to conduct general Classified Staff meetings at satellite locations, including all new locations of the district. Additional one (1) hour meetings will be granted upon mutual agreement that will not be unreasonably withheld.



ARTICLE 10 - CLASSIFICATION AND RECLASSIFICATION

District CCE District CCE District Proposal 12-3-4

May February January 10 24, 30, 2017



10.1 Classification Specifications (Job Descriptions)

The Superintendent/President or the Assistant Superintendent/Vice President, Human Resource Services shall exercise control and authority over the preparation and review of classification specifications (job descriptions) for all classified employees in the bargaining unit represented by CCE/AFT. This preparation and review shall include classification titles, listing of qualifications and listing of duties.

The Board retains final authority over all classification specifications including any revisions. Before final action is taken on such classification specifications, the District shall seek and consider any input from CCE/AFT.

10.2 New Classifications

The District will provide the CCE/AFT with a completed Position Authorization form two business days prior to the Position Authorization meeting.

The District may establish a new classification at any time. Before final action is taken on any new classification within the bargaining unit, the District shall seek and consider any input from the CCE/AFT regarding the new classification. The CCE/AFT will provide input no later than 15 business days after the Position Authorization meeting.

10.3 Changing, Establishing and Abolishing Positions or Classifications

The District will provide the CCE/AFT with a completed Position Authorization two business days prior to the Position Authorization meeting, unless mutually agreed upon.

The District may establish a new position at any time, and may abolish a vacant position at any time. If the position involves a new classification, or changes to an existing classification, the parties shall follow the procedure in Article 10.2. When the position does not involve a change to a classification the District will provide the CCE/AFT a copy of the Position Authorization and the CCE/AFT may provide input.

10.3.1 Classification Specification Committee

CCE/AFT and the District will convene a Classification Specification Committee ("CSC") to be co-chaired by a CCE/AFT appointed bargaining unit member and a District appointed administrator. The CSC shall be responsible for reviewing

20% of the classified classification specifications annually each fiscal year on a rotating basis. The class specifications selected each year shall be jointly agreed to by District and CCE/AFT. Recommendations of potential classification specification changes shall be made to the CCE/AFT and District negotiations teams immediately following the review by the CSC.

10.4 Reclassification

10.4.1 Purpose and Eligibility

Reclassification may be required as a result of gradual change in the permanent assigned duties and responsibilities and/or District reorganization. Temporary changes are addressed under working a unit member out of class, in accordance with Article 12.

A position held by a permanent, non-probationary classified employee may be reclassified. Probationary classified employees are not eligible to initiate a reclassification.

10.4.2 Restrictions

10.4.2.1 Increases in the volume of work shall not be the basis for reclassification.

10.4.2.2 Classifications which have been in existence for less than one year are not eligible for reclassification.

10.4.2.3 Only one (1) request within a twelve (12) month period may be submitted for a reclassification of a specific position.

10.4.2.4 Pending any final action on a request for reclassification, the classified employee shall continue to perform the duties and responsibilities that prompted the reclassification request.

10.4.3 Initiation and Timeframes

An employee, supervisor, administrator, or Human Resource Services (District) may initiate a Request for Reclassification. An employee may request the assistance of the CCE/AFT in submitting the request.

There will be one (1) reclassification cycle per fiscal year. Requests must be submitted by December 15th to employee's immediate supervisor. for implementation effective on on the following July 1st of the following fiscal year. It is intended that t~~It is intended that the~~ annual reclassification cycle shall be completed in a period of twenty-four (24) weeks following December 15th of each year.

~~In the event that an employee's approved Request for Reclassification is not completed in the twenty four (24) week deadline, interest will be paid at a rate of (5%) on the salary increase for the period of July 1st following the request, until the date the process is completed. The amount due shall be paid to the employee on the paycheck following the completion of the process. This amount is in addition to any retroactive pay owed to the affected employee.~~

10.5 Reclassification Review Process

10.5.1 Reclassification Process

Reclassifications shall be initiated through the submission of a Reclassification Request. Where an employee initiates the reclassification request, ~~his or her supervisor~~ the employee must sign and route the Request ~~for to his or her supervisor appropriate signatures to Human Resource Services to sign and ensure submission to Human Resource Services~~ by the December 15th submission deadline. ~~within three (3) workdays.~~

During the reclassification cycle, the Assistant Superintendent/Vice President, Human Resource Services or designee will issue periodic updates to participating classified employees and their supervisors regarding the status of their reclassification requests.

The Assistant Superintendent/Vice President, Human Resource Services or designee shall review the completed Request. ~~within ten (10) workdays of receipt.~~

~~10.5.1.1 If the Request is denied, it will be returned to the initiator who may withdraw the Request, resubmit a revised Request, or submit an appeal to the Reclassification Appeals Committee within five (5) workdays.~~

10.5.1.2 If the Request is accepted ~~not denied~~, Human Resource Services will request the incumbent to complete a Classification Questionnaire. The employee has ~~thirty (30)~~ twenty (20) workdays to submit the Classification Questionnaire to Human Resource Services.

~~10.5.1.3~~ The ~~incumbent~~ shall submit the completed Classification Questionnaire ~~will be submitted~~ to the immediate supervisor for review. The supervisor will complete the ~~Administrator/~~ Manager/Supervisor Supplement and forward this form along with the completed Classification Questionnaire to the appropriate ~~Dean/Director~~ next level supervisor. ~~for review within fifteen (15) workdays of receipt.~~ The ~~Dean/Director~~ next

level supervisor shall ~~must~~ return the employee's Classification Questionnaire and the ~~Administrator/Manager/~~Supervisor Supplement to Human Resource Services, ~~within fifteen (15) workdays of receipt.~~

10.5.1.4 The Assistant Superintendent/Vice President, Human Resource Services or ~~designee Director of Human Resource Services~~ will ~~develop a review the draft~~ classification recommendation and supporting materials, ~~within fifteen (15) workdays after receiving the results of the Dean/Director's review.~~

10.5.1.5 The ~~final~~ classification recommendation from Human Resource Services will be reviewed with the employee and supervisor before it is submitted to the Superintendent/President for recommendation to the Board for final decision. ~~Any successful reclassification shall be effective July 1st of the year in which the request is submitted, regardless of the date of Governing Board approval.~~

~~10.5.2 Exceptions to Timeframes~~

~~Exception(s) to the time frames may be granted upon mutual consent of the CCE/AFT and the District.~~

10.6 Reclassification Implementation

When a ~~job~~ position is reclassified, the incumbent shall be placed on the new salary range at his/her current step. Effective with the reclassification cycle commencing on and after December 15th, 2017, the effective date of the reclassification shall be July/January 1st of the following following fiscal year in which the request is submitted, regardless of the date of Governing Board approval. An incumbent will at no time be expected to reapply for his/her reclassified job/position. Commencing on and after December 15th, 2017, all out-of-classification pay occurring after January 1st of the calendar year immediately following the year in which the reclassification request was submitted, shall be deducted from the amount of retroactive pay resulting from a successful reclassification.

10.7 Appeals

If the reclassification request is denied at any time during the reclassification process an employee may submit an appeal to the Reclassification Appeals Committee within ten (10) workdays of receiving notice of the ~~denial. final recommendation.~~ A The Reclassification Appeals Committee shall be

composed of two (2) members selected by the CCE/AFT and two (2) members selected by the **Administration District**. Each member shall have one (1) vote. Within twenty (20) workdays of receiving a written appeal from an employee, the Reclassification Appeals Committee shall make a recommendation to the Assistant Superintendent/Vice President, Human Resource Services, who shall make the final recommendation within five (5) workdays after receiving the recommendation of the Reclassification Appeals Committee.

ARTICLE 12 – COMPENSATION

~~District CCE/Campus Proposal~~

~~December 2, 2015 April 25, 2017~~

CCE PROPOSAL

MAY 30, 2017

12.1 Salary Schedule

The salary schedule for classified bargaining unit employees shall be as set forth in Appendix B.

The full percentage of State-funded COLA, including any retroactive funds, will be applied to the salary schedule as soon as practicable.

District and CCE/AFT agree that all CCE/AFT bargaining unit members shall receive the same proportionate increases to salary as received by employees represented by the Palomar Faculty Federation for the life of this agreement. Examples of the proportionate increase include but are not limited to stipends, matrix increases, etc. The CCE/AFT has sole discretion as to the application of the proportionate increases to salary for the CCE/AFT bargaining unit members.

In the event projected apportionment or the funding of apportionment falls below \$88,886,902 in any year covered by this Agreement, the parties agree to reopen negotiations. PFF CCE and the District agree to the development and implementation of a comprehensive Resource Allocation Formula (RAF) model effective on or after July 1, 2017, CCE/AFT bargaining unit members shall be covered by the RAF.

12.2 Initial Placement

The starting salary or rate of pay for new employees is the first step of the salary range to which the classified position is assigned. The Superintendent/President may authorize a salary step placement for new employees above Step One.

12.3 Service Increments

Bargaining unit employees shall advance on the salary schedule one step each fiscal year on July 1. For fiscal year 2016/2017 new bargaining unit employees hired between the first day of the spring semester and March 31, 2017 will advance on the salary schedule on July 1, 2017. Bargaining unit members hired between April 1, 2017 and June 30, 2017 will advance on the salary schedule following one full year of employment on July 1, 2018. Beginning fiscal year 2017/2018 new bargaining unit employees hired between the first day of the spring semester and June 30 in the same fiscal year will advance on the salary schedule following one full year of employment on

July 1.

12.4 Reappointments

An employee re-employed by the District in the same classified position after a break in service of less than one (1) year may be eligible to receive the same salary step placement he/she would have received had the break not occurred.

An employee re-employed in a different classified position after any break in service or to the same classified position after a break in service of one (1) year or more will be compensated in the same manner as a new employee. (Ed. Code 88128).

12.5 Overtime

Overtime shall be compensated in accordance with the provisions of Article 11.8 – Overtime. Overtime is worked only with prior approval of the immediate supervisor.

12.6 Promotion, Transfer, and Demotion

12.6.1 Promotion

When an employee is promoted to a position in a classification in a higher salary range, the salary shall at a minimum be adjusted to Step 1 of the new classification provided that there is at least a 5% increase. If Step 1 is lower than the employee's current salary, the employee shall at a minimum be assigned to a step on the new salary range which is the next higher dollar amount above the current salary that represents at least a 5% increase. Promotional salary increases above 5% may be made within the discretion of the District based on experience, length of service, skills, increase in level of responsibility and internal equity.

12.6.2 Transfer

When an employee is transferred to a classified position in the same salary range, he/she shall retain the step held in the former classification.

12.6.3 Demotion (Voluntary or Involuntary)

When an employee is assigned to a classification in a lower salary range, the salary placement will be at a step closest to the employee's current rate of pay as long as the salary is within the salary range of the new assignment and is equitable in terms of experience, length of service, and skills, to other employees in the classification. When an

~~employee is demoted to a classification in a lower salary range, he/she shall retain the step held in the former classification.~~

12.6.3.1 Employee-Initiated Demotions

When an employee voluntarily demotes to a classification in a lower salary range, s/he shall retain the step held in the former classification.

12.6.3.2 District-Initiated Demotions

When an employee is assigned by the District to a classification in a lower salary range, the salary placement will be at a step closest to the employee's current rate of pay as long as the salary is within the salary range of the new assignment and is equitable in terms of experience, length of service, and skills, to other employees in the classification. When an employee is demoted to a classification in a lower salary range, s/he shall retain the step held in the former classification.

12.6.3.3 Exceptions

This section does not apply to demotions which are covered by Article 17 Discipline or Article 21 Layoffs and Reemployment Rights, Section 21.4.2, when a regular classified employee being laid off who has no displacement rights accepts a voluntary demotion to a vacant position in a lower classification in lieu of a lay-off.

12.6.4 Service Increments

Service increments are not affected by salary adjustments due to promotions, transfers or demotions.

12.7 Working out of Class

An employee may be assigned, upon prior written approval by the appropriate Executive Administrator or designee to work out of the employee's current classification and to perform duties and responsibilities of a higher classification or to perform other duties that, while not specifically assigned to another classification, are nevertheless inconsistent with the assigned position. Out of class assignments are five (5) days or greater in duration, and shall be effective the first day of such assignment.

12.7.1 100% Out of Class Assignment in a Specific Classification

12.7.1.1 Duration

Out of class assignments shall be no longer than one (1) year in duration. With mutual consent between the District and the CCE the employee may work in the out of class assignment for one (1) additional year. Under no circumstances shall an out of class assignment exceed two (2) years.

12.7.1.2 Compensation

The employee shall be placed on the higher classification salary range at their current step. The salary shall at a minimum be assigned to a step on the new salary range which is the next higher dollar amount above the current salary that represents at least a 5% increase. If the employee retains the out-of-class assignment at the beginning of a new fiscal year, the employee shall receive a salary step increase.

12.7.1.3 Assignment

Out of class assignments shall be treated like open positions and posted internally to all bargaining unit members. All qualified bargaining unit members shall be given the opportunity to apply for the assignment.

12.7.1.4 Pensionable Compensation

For employees who are not performing any of their prior duties in their new out-of-class assignment, their entire compensation will be reported as pensionable compensation.

12.7.2 Expanded Higher Level Duties Outside of Current Classification

12.7.2.1 Duration

Expanded higher level duty assignments shall be no longer than one (1) year in duration. With mutual consent between the District and the CCE the employee may work in the out of class assignment for one (1) additional year. Under no circumstances shall an expanded higher level duty assignment exceed two (2) years.

12.7.2.2 Compensation

The salary adjustment shall be commensurate with the additional duties that are assigned. The minimum salary adjustment will be at least 5% above the salary earned by the employee in his/her current classification.

12.7.2.3 Assignment

When expanded higher level out-of-class assignments become available, the supervisor shall notify all qualified department members of the available assignment. Unit members interested in serving in the out-of-class assignment shall let the supervisor know of her/his interest. The supervisor shall endeavor to rotate new assignments as they occur as much as practicable.

12.7.2.4 Non-Pensionable Compensation

Any additional compensation paid to an employee who is still required to perform any of his/her former duties while in an expanded higher level out-of-class assignment shall not have this additional compensation reported as pensionable compensation.

~~An employee may be assigned, upon prior written approval by the appropriate Executive Administrator or designee to work out of the employee's current classification and to perform duties and responsibilities of a higher classification or to perform other duties that, while not specifically assigned to another classification, are nevertheless inconsistent with the assigned position. If an employee is assigned to work out of classification for more than five days within a fifteen (15) calendar day period the employee will be paid at a rate that is consistent with the duties and responsibilities being performed. If the temporary duties are not specifically assigned to another classification, the temporary salary adjustment will be at least 5% above the salary earned by the employee in his/her current classification. Upon the employee's request the employee shall return to his/her original position.~~

12.8 Call-In and Call-Back Pay

12.8.1 Call-In Pay

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay.

12.8.2 Call-Back Pay

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time spent.

12.9 Medical Examinations

The District shall pay the full cost for District-required medical examinations or reimburse the employee for any such cost incurred.

Any employee who, as a condition of employment, incurs any expenses

resulting from District-required medical examinations and/or other requirements shall be reimbursed for such costs following completion of said requirements.

12.10 Differential Pay

Any employee who is required to work between 6 pm and 10 pm as part of the employee's regularly scheduled work hours shall receive differential pay of 3%.

Any employee who is required to work between 10 pm and 6 am as part of the employee's regularly scheduled work hours shall receive differential pay of 6%.

12.11 Bilingual Stipend

Any employee who is required to be bilingual as part of the job description or who is specifically designated in writing by the District to serve as a bilingual interpreter shall receive a monthly stipend of \$50.00.

12.12 Salary Checks and Deductions

12.12.1 Paychecks

Regular paychecks of employees shall be itemized to include: regular pay, other pay, gross pay, federal withholding tax, social security deduction, retirement deduction, and other miscellaneous deductions.

The District shall maintain a payroll automatic deposit system which allows an employee the option of direct deposit of the employee's payroll check into a financial institution of the employee's choice. The District shall continue to provide a payroll automatic deposit system as long as it is operationally feasible and requires no additional cost to the District.

12.12.2 Payroll Errors

Whenever it is determined that an error has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee pursuant to Education Code Section 88166 with a statement of the correction and a supplemental payment drawn against any available funds.

12.12.3 Overpayment of Pay and Allowances

In the event of an overpayment of pay and allowances, the employee or the District shall notify the other as soon as practicable. Should the employee be overpaid, the employee shall reimburse the

District upon demand.

Under no circumstances shall a deduction be made from any one paycheck that is greater than twenty-five (25%) of the employees gross pay in a pay period. The sole exception to this rule shall be for an individual who is no longer an employee of the District.

12.12.4 Payroll Adjustments

Any payroll adjustment due an employee, including, but not limited to, vacation pay, working out of class, overtime, additional regular pay, or approved other reasons, shall be paid by regular payroll check following the payroll adjustment. The District will make every effort to ensure the adjustment is included in the regular payroll immediately following the circumstances requiring payroll adjustment.

5/17/17
Paul Shuff

TA
F.M.O
5-30-17

DISTRICT CCE Counter PROPOSAL #1
ARTICLE 13 – HEALTH AND WELFARE BENEFITS
February 9, 2017 March 16, 2017

MAY 30, 2017

4.13.1 Benefits Provided

The District shall maintain the benefits program (in terms of service levels) in place as of January 1, 2001, and shall continue to pay the full cost of benefits for each probationary and permanent classified employee whose regular assignment is at least twenty (20) hours per week and their spouse, domestic partner (as defined in Appendix D – Spouses and Domestic Partnership), and other eligible dependents. These benefit programs include medical, dental, vision, long-term care, life insurance and long-term disability. Any increases in costs to maintain the current level of service shall be borne by the District for the duration of the Agreement. The parties agree to work collaboratively to control future health care costs and consider plan changes that are necessary to control health care costs.

13.1.1 Employees who currently have duplicate coverage from another non-District employer and have currently chosen to opt-out of District health coverage in exchange for a stipend of \$2,400 annually may continue to opt-out and receive this stipend (grandfathered). This opt-out provision is no longer provided to other employees of the District. This opt-out provision is also not provided to those employees who are currently grandfathered, but who later opt-in and accept the District's health coverage after 4/12/2016 03/16/2017. All active employees otherwise not grandfathered by this article are required to participate in the medical plan.

13.1.1 Employees with duplicate coverage from another non-District employer may choose to opt-out of District health coverage, in exchange for which they will receive a stipend of \$2,400 annually. Employees will be able to opt-out only during the annual open enrollment period, and will not be allowed to opt-in to District coverage 1) for a period of one year, or 2) unless a qualifying life event (i.e., marriage, divorce, birth/death of a dependent, loss of student status for dependent, and/or loss of coverage from the other source) takes place. Employees who opt-out shall be required to provide the District with proof of medical coverage from another source. Employees who are covered under a District plan by a spouse or domestic partner will not be allowed to opt-out.

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MAY 30, 2017

2.13.2 All classified members shall be entitled to use the Wellness Center at the rate in effect for faculty on January 1, 2011.

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3.13.3 The Employee Assistance Service for Education (EASE) program in place January 1, 2001 or the equivalent shall continue during the life of this Agreement.

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4.13.4 The District shall continue to make available its voluntary Internal Revenue Code Section 125 Flexible Spending Plan, which allows employees to set aside part of their salary on a pre-tax basis to pay some dependent care expenses, some unreimbursed medical expenses, and some employee-paid medical insurance premiums.

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5.13.5 The Benefits Committee will be convened monthly to review current benefits and utilization rates, explore options, and make recommendations to the District and the CCE/AFT for additions and changes to employee and retiree health and welfare benefits.

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The parties will charge the District Employee Benefits Committee with the task of evaluating the medical plans offered by the District.

6.13.6 By participating in the Benefits Committee, neither the District nor the CCE/AFT waives any rights under the Educational Employment Relations Act (EERA) to negotiate all matters within the scope of bargaining.

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7.13.7 The District will promptly deliver to the Benefits Committee complete copies of all documents (including attachments and/or enclosures) received from the Joint Powers Authority, insurance carrier(s) and benefit provider(s) regarding the health and welfare benefits.

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8.13.8 Classified membership in the Benefits Committee, to be selected by the CCE/AFT, shall include four (4) active classified members and one (1) retired classified member.

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9.13.9 For Retiree Benefits, refer to Article 24.

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TJ
ARTICLE 24 – RETIREMENT BENEFITS
CCE/AFT Counter Proposal 1
February 9, 2017

2/9/2017
[Signature]

2/9/17
CCE
T.K

24.1 General Provisions

Health benefits as used in this Article means the medical and hospital benefits provided by the District at the ratification of this agreement to active employees.

Super composite rate as used in this Article means the total fee for service plan's (currently JPA) premium divided by the number of employees and retirees covered under the plan. (Current Language)

Employee as used in this document means a full-time (100%) permanent classified employee working at least 10 months per year, and that all other less than full-time permanent classified employees shall be computed to a percentage for eligibility for this retirement health plan.

All active subscribers, their spouses, their domestic partners (as defined in Appendix D) and their children from birth to age 26 are eligible.

24.2 Group I

24.2.1 Eligibility

Full-time employees hired prior to March 1, 1994 working at least ten (10) months within a year who retire at age 50 or above (PERS or STRS participants) who have been continuously employed at Palomar College for twenty (20) or more consecutive years, will receive the same level of health benefits as provided to active employees and eligible dependents that were in effect the date the employee retires for the life of the retiree. These benefits will be fully employer-paid.

At age 65, retirees and dependents eligible for Medicare benefits must enroll in Medicare A & B.

Dental coverage will continue for retiree and eligible dependents for life of retiree.

24.2.2 Options

Options may be exercised only during annual open enrollment periods and apply to medical health benefits only. Dental coverage remains in force as stated above.

- At any time after retirement, the retiree may switch to one of the following health plans. Once made, this decision is irrevocable.
 - If the retiree is eligible for Parts A and B of Medicare, the District will pay the cost of medical care provided by a "Risk

HMO" (an HMO which has contracted with Medicare to provide medical care), or the District will provide payment for a reasonable Medicare Supplement, not to exceed 50% of the annual super composite rate.

- If the retiree is not eligible for Parts A and B of Medicare, the District will provide payment for health benefits, not to exceed 50% of the annual super composite rate.

At any time after retirement, retiree may waive retirement health benefits and have the District annually apply 50% of the annual super composite rate toward the purchase of life insurance or custodial care insurance for the retiree. Once made, this decision is irrevocable.

24.3 Group II

24.3.1 Eligibility

- Full-time employees hired prior to March 1, 1994, who are at age 50 or above (PERS or STRS) and have been employed at Palomar College for ten (10) consecutive years, but less than twenty (20) consecutive years;

OR

- Full-time employees hired on or after March 1, 1994, who retire at age 50 or above (PERS or STRS participants), and who have been employed at Palomar College for ten (10) consecutive years or more, will receive the same level of health in effect on the date the employee retires until the retiree has reached the age of 65. These benefits will be fully employer-paid.

The spouse of the retiree at the time of retirement will receive the same level of health benefits that were in effect on the date the employee retires until the retiree reaches age 65 or the death of the retiree, whichever occurs first. Eligible dependent children of the retiree at the time of retirement will be covered according to the terms of this Agreement until the retiree reaches age 65 or the death of the

retiree, whichever occurs first. The cost of these benefits is subject to the provisions for Group I and Group II retirees.

Dental coverage will continue for retiree and eligible dependents for life of retiree.

24.3.2 Options

Options may be exercised only during annual open enrollment periods and apply to medical health benefits only. Dental coverage remains in force as stated above.

At any time before age 64,

- Retiree may waive retirement health benefits in exchange for a one- time payment by the District of 100% of the annual super composite rate. Once made, this decision is irrevocable;

OR

- Retiree may waive retirement health benefits and have the District apply annually 50% of the annual super composite rate toward the purchase of life insurance or custodial care insurance for the retiree until retiree reaches age 65. Once made, this decision is irrevocable.

24.4 Group III

Employees who terminate with less than ten (10) consecutive years of employment at Palomar College are not entitled to retirement health benefits. However, under current legislation, they are entitled to purchase, at their own expense, health and dental insurance (at group rates plus a small administrative fee) for a specified period of time.

Position/Classification

Academic Department Assistant
Academic Records Analyst
Academic Records Specialist
Academic Technology Systems Administrator
Academy Coordinator - Fire Technology
Accountant
Accounting Technician
Administrative Specialist I
Administrative Specialist II
Admissions/Enrollment Coordinator
Admissions/Financial Aid Specialist I
Admissions/Financial Aid Specialist II
Alternate Media Specialist
American Sign Language/English Interpreter
Application Developer
Arborist
Art Gallery Coordinator
Assessment Specialist
Assistant Business Systems Analyst
Assistant Electrician
Assistant Program Coordinator - Interpreting Services
Athletic Equipment Assistant
Athletic Equipment Specialist
Athletic Trainer - Certified
Audio-Visual Technician
BAS Controls Specialist
Benefits Specialist
Broadcast Production Coordinator
Budget Technician
Business Systems Analyst
Buyer
Camp Pendleton Site Coordinator
Career Center Coordinator

Career Technical Program Specialist
Carpenter
Class Schedule Technician
College Health Nurse - RN
Communications Specialist/Photographer
Community Service Officer
Contracts Administrator
CSIT Systems Administrator
Custodian I
Custodian II
Custodian III
Database Analyst
Development Officer
Dispatcher
Division Administrative Assistant
Education Center Aide
Education Center Coordinator
Education Center Specialist
Educational Television Broadcast Assistant
Educational Television Broadcast Specialist
Educational Television Engineer
Educational Television Producer
Electrician
Employment Technician
Environmental Health and Safety Technician
ESL Matriculation Coordinator
ESL Student Advisor
Events Scheduling Specialist
Facilities Maintenance Technician
Facilities Planning Specialist
Facilities Specialist
Financial Aid Services Coordinator
Financial Assistance Analyst
GEAR UP Site Coordinator

Grants Administrative Specialist
Graphics Specialist
Grounds Maintenance Technician
Health Services Specialist
Human Resources Technician I
Human Resources Technician II
Human Resources Technician III
HVAC Technician
Information Technology Security Officer
Infrastructure Systems Administrator
Infrastructure Systems Engineer
Instructional Computer Lab/Helpdesk Specialist
Instructional Design Coordinator
Instructional Support Assistant I
Instructional Support Assistant II
Instructional Support Assistant III
Instructional Support Assistant IV
Irrigation Specialist
IT Technical Support Specialist
IT Technical Trainer
Lead Academic Records Analyst
Lead Athletic Trainer - Certified
Lead Carpenter
Lead Community Service Officer
Lead Electrician
Lead Graphics Specialist
Lead HVAC/Energy Technician
Lead Plumber
Library Systems Technician
Library Technician I
Library Technician II
Locksmith/Carpenter
Mail Services Technician
Marketing Communications Coordinator

Media Equipment Technician
Media Producer
Media/Broadcast Engineer
Multimedia Development Specialist
Network/Systems Technician
Nurse Practitioner - Certified
Oracle Database Administrator
Outreach Specialist
Painter
Patron Services Coordinator
Payroll Technician
Performing Arts Audio/Video Production Coordinator
Performing Arts Marketing and Program Coordinator
Performing Arts Technical Direction Specialist
Plumber
Police Academy Training Officer
Police Compliance Coordinator
Police Corporal
Police Officer
Police Support Parking Specialist
Print Services Press Operator
Print Services Technician
Program Coordinator - Interpreting Services
Publication Assistant
Risk Management Specialist
Senior Accounting Technician
Senior Application Developer
Senior Buyer
Senior Class Schedule Technician
Senior Contracts Administrator
Senior Curriculum Technician
Senior Education Center Coordinator
Senior Employment Technician
Senior Grants Administrative Specialist

Senior Grounds Maintenance Technician
Senior HVAC Technician
Senior Infrastructure Systems Administrator
Senior Irrigation Specialist
Senior Library Technician
Senior Media/Helpdesk Specialist
Senior Network/Systems Technician
Social Media Specialist
Sports Information Specialist
Student Activities Coordinator
Student Health Administrative Assistant
Student Support Assistant
Student Support Specialist I
Student Support Specialist II
Teaching and Learning Center Assistant
Teaching and Learning Center Specialist
Technical Theatre Coordinator
Tutor
Tutoring Center Coordinator
Tutoring/Proctoring Assistant
Vehicle and Equipment Mechanic
Ventilation and Welding Technician
Veterans Services Specialist
Warehouse Technician
Web Analyst
Web Coordinator

APPENDIX F – AGENCY FEE REQUIREMENT



PALOMAR COLLEGE
Human Resource Services
1140 West Mission Road
San Marcos, CA 92069-1487

MEMORANDUM

DATE: July 1, 2017

TO: Council of Classified Employees, CCE/AFT Local #4522 Members and New Classified Employees

FROM: Assistant Superintendent/Vice President
Human Resource Services

RE: Union Dues/Statutory Agency Fee (aka: Fair Share)

The State Legislation has enacted a statutory agency fee as a condition of continuing employment for all community college classified staff members who are represented by an exclusive bargaining agent (Government code Sections 3546 et seq.). At Palomar Community College District, the Council of Classified Staff/AFT Local 4522 has implemented these statutory agency fees / dues.

Government Code Section 3546(a) requires Palomar Community College District to deduct and remit the agency fees to the exclusive bargaining agent, the Council of Classified Staff/AFT Local 4522.

Dues / Agency Fees Deductions:

Monthly dues are calculated as affiliate fees* plus local fee of 0.5% of gross salary **

If you have any questions or would like more information regarding the Council of Classified Employees/AFT Local 4522, please contact:

Council of Classified Employees/AFT Local 4522
1140 W. Mission Road
San Marcos, CA 92069
Phone (760) 891-7223
E-mail: info@palomarcceaft.org
www.palomarcceaft.org

* Affiliate Fees of \$30.42 include AFT and CFT dues, State AFL-CIO fee, San Diego Labor Council dues, accident and liability Insurance. (pro-rated based on percent of contract)

** Gross Salary earnings excluding any stipends

Note: Members and Agency fee payer pay the same fee. Total fees will not exceed \$1,000. /year or \$83.33/month

**Classified Reclassifications
Effective July 1, 2017**

EXHIBIT J-15

Name	Current Title	New Title	Department	Pos. #	FTE	Mo.	Current Grade	New Grade	Step	Salary
Alvarado, Patricia	Student Support Specialist I	Student Support Specialist II	English as a Second Language	5129	1	12	18	20	12	4,911.78
Cross, Amber	Buyer	Senior Buyer	Purchasing and Warehouse	5581	1	12	21	24	6	5,147.97
Franco, Fernando	Lead Carpenter	Lead Carpenter	Building Services	5646	1	12	26	30	25	7,153.02
French, Wesley	Instructional Support Assistant III	Instructional Support Assistant IV	Art Department	5090	1	12	24	27	4	5,153.14
Fugate, Lea	Admissions/Financial Aid Specialist I	Admissions/Financial Aid Specialist II	Enrollment Services	5475	1	12	19	22	23	5,768.64
Gervasio, Judith	Admissions/Financial Aid Specialist I	Admissions/Financial Aid Specialist II	International Education	5814	1	12	19	22	13	5,208.32
Haas, Jeannette	Student Support Assistant	Student Support Specialist I	Counseling Services	5552	1	12	14	18	22	5,182.46
Jones, Jeffrey	Senior Grounds Maintenance Technician	Lead Grounds Maintenance Technician	Grounds Services	5676	1	12	18	20	16	5,132.46
Kearse, Cheryl	Senior Curriculum Technician	Curriculum Specialist	Instruction Office	6129	1	12	26	30	24	7,078.90
Lambert, Teresa	Admissions/Financial Aid Specialist I	Admissions/Financial Aid Specialist II	Enrollment Services	5478	1	12	19	22	17	5,444.50
Lopez, Francisco	Senior Irrigation Specialist	Lead Irrigation Specialist	Grounds Services	6198	1	12	25	30	20	6,813.39

MONTHLY BOARD REPORT: July 11, 2017

SHORT-TERM PERSONNEL ACTION REQUEST

Employee Name		Start Date	End Date	Job Code	Hourly	Job Description
Department	Advancement					
	Schork, Debora	06/27/17	06/30/17	Technical/Paraprofessional	\$20.00	Assistant (professional)
	Schork, Debora	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (professional)
Department	Behavioral Sciences					
	Kennedy, Jimmy	06/26/17	06/30/17	Technical/Paraprofessional	\$13.00	Assistant II
	Kennedy, Jimmy	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Business Support Services					
	Ramirez, Victor	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Department	Computer Science and Information Technology					
	McGough, Kyle	06/05/17	06/30/17	Technical/Paraprofessional	\$11.00	Assistant I
	McGough, Kyle	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Rocha, Jesue	06/07/17	06/30/17	Technical/Paraprofessional	\$13.00	Assistant II
	Rocha, Jesue	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Santos, Ryan	06/05/17	06/30/17	Technical/Paraprofessional	\$11.00	Assistant I
	Santos, Ryan	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Counseling Department					
	Blas, Ismael	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Gonzalez, Amaris	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Hernandez Hernandez, Fabiola	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Juarez, Jose	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Villa Cortez, Norma	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Yzerman, Patricia	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Custodial Services					
	Allen, Jon Michael	06/14/17	06/30/17	Technical/Paraprofessional	\$13.00	Assistant II
	Allen, Jon Michael	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Craig, Sasha	06/29/17	06/30/17	Technical/Paraprofessional	\$13.00	Assistant II
	Craig, Sasha	07/01/17	07/11/17	Technical/Paraprofessional	\$13.00	Assistant II
	Pringle, Karl	06/29/17	06/30/17	Technical/Paraprofessional	\$13.00	Assistant II
	Pringle, Karl	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Disability Resource Center					
	Lanting, Sarah	07/01/17	06/30/18	Technical/Paraprofessional	\$47.00	Assistant (Professional)
Department	Economics, History and Political Science Department					
	Snellings, Anthony	06/23/17	06/30/17	Technical/Paraprofessional	\$0.00	SDICCCA Intern
	Snellings, Anthony	07/01/17	06/30/18	Technical/Paraprofessional	\$0.00	SDICCCA Intern
Department	Emergency Medical Education					
	Boyle, Patricia	07/01/17	06/30/18	Technical/Paraprofessional	\$22.53	Assistant (Professional)
	Marquart, Christopher	05/31/17	06/30/17	Technical/Paraprofessional	\$22.53	Assistant (Professional)
	Marquart, Christopher	07/01/17	06/30/18	Technical/Paraprofessional	\$22.53	Assistant (Professional)
Department	EOP&S/CARE/CalWorks					
	Rincon, Monica	05/30/17	06/30/17	Technical/Paraprofessional	\$15.00	Assistant III
	Rincon, Monica	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Department	Fiscal Services					
	Johnson, David	06/05/17	06/30/17	Technical/Paraprofessional	\$11.00	Assistant I
	Johnson, David	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Grant Funded Student Support Programs					
	Aguirre, Patricia	06/09/17	06/30/17	Technical/Paraprofessional	\$15.00	Assistant III
	Aguirre, Patricia	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Aguilar III, David	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor

Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Aguilar, Kristina	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Alvarado, John	06/12/17	06/30/17	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Alvarado, John	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Alvarez, Adriana	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Antunez, Daisy	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Arce, Michael	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Arzate, Eduardo	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Avalos, Romo	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Avila, Hector	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Bailey, Erin	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Barajas, Diana	05/31/17	06/30/17	Technical/Paraprofessional	\$15.00	Assistant III
Barajas, Diana	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Becerra, Fernando	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Becker, Edith	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Bernal, Marisol	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Bulis, Julianna	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Camacho, Jullisa	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Cardenas, Elissa	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Castro Orihuela, Daniela	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Castro Orihuela, Sheila	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Cisneros-Remington, Therese	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Clifton, Jarrett	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Conci, Joseph	07/01/17	06/30/17	Technical/Paraprofessional	\$11.00	Tutor
Correa, Janet	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Dang, Christopher	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Duncanson, Melissa	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Dunlap, Taylor	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Echeverria Ibanez, Miariana	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Espinoza Delgado, Guillermo	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Estevez, Tiffany	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Favela, Angela	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Favela, Cristal	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Flores, Julissa	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Fornaro, Yasmin	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Fragoso Palomba, Ana	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Fujinuma Lim, Mai	06/12/17	06/30/17	Technical/Paraprofessional	\$15.00	Assistant III
Fujinuma Lim, Mai	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Garcia, Martinez, Denisse	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Garcia, Andrew	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Garcia, Felix	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor

Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Garcia, Israel	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Gonzalez Cortez, Miriam	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Gonzalez, Jose	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Gow, Sean	06/08/17	06/30/17	Technical/Paraprofessional	\$11.00	Tutor
Gow, Sean	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Guerra, Danielle	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Guerrero, Guadalupe	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Guzman, Jonathon	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Hall, Evan	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Hardin, Sarah	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Harrison, Veronica	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Hernandez, Nikki	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Hernandez Cuevas, Maribel	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Hernandez Lopez, Gabriela	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Hernandez Ramirez, Alejandra	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Hernandez, Eduardo	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Hester Jr, Kendrick	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Howe-Kelton, Michelle	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Huerta, Miranda	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Jessup, Anne	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Jessup, Jaclyn	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Kelton, Brian	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
King, Bryan	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Klaus, Shelley L	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Lagdaan, Annamae	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Lee, Bibi	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Leon, Vanessa	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Lingo, Michael	06/08/17	06/30/17	Technical/Paraprofessional	\$13.00	Assistant II
Lingo, Michael	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Lopez, David	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Madani Esfahani, Mina	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Maggio, David	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Malfavon-Borja, Joanna	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Martinez, Norayma	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Martinez Garcia, Maritza	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Martinez Heredia, Alma	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Martinez-Valadez, Brenda	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Morales, Saul	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Muedano, Jonathon	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Murguia, Crystal	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor

Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Nguyen Wong, Quynh	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Nogalez III, Garth	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Nunez Gonzalez, Artemio	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Olivera Lopez, Juan Eliud	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Orozco, Vanessa	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Ortega, Annalyse	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Ortega, Victoria	06/16/17	06/30/17	Technical/Paraprofessional	\$11.00	Tutor
Ortega, Victoria	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Page Jr, Theron	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Perez, Mirene	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Pili, John	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Pineda Gomez, Benancio	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Reyes, Ulises	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Reyna, Ivette	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Rios, Marissa	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Rivera, Mariana	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Rivera, Monica	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Sanchez, Omar	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Sanchez-Lopez, Brian	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Sanchez Sanchez, Maria	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Santiago, Angelica	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Santos Contreras, Nathan	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Schork, Debora	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Schultz, Lynette	06/12/17	06/30/17	Technical/Paraprofessional	\$15.00	Assistant III
Schultz, Lynette	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
See, Dejenae	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Spence, Jean	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Tan, Scarlett	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
Torres, Edwin	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Upham, Angelica	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Valle, Walter	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant II
Vazquez, Gabriela	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Vega Zamora, Araceli	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Vera-Miller, Julie Ann	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)
Victory, Olivia Theresa	07/01/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (Professional)

Department Grounds Services

Torres, Hector	06/16/17	06/30/17	Technical/Paraprofessional	\$15.00	Assistant III
Torres, Hector	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Mathematics and the Natural and Health Sciences					
	Allen, Emily	06/21/17	06/30/17	Technical/Paraprofessional	\$13.00	Tutor I
	Allen, Emily	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
	Hudak, Carmen	06/12/17	06/30/17	Technical/Paraprofessional	\$13.00	Tutor I
	Hudak, Carmen	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
	MacNail, Melissa	06/22/17	06/30/17	Technical/Paraprofessional	\$13.00	Tutor I
	MacNail, Melissa	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
	Massaro, Isabelle	06/09/17	06/30/17	Technical/Paraprofessional	\$13.00	Tutor I
	Massaro, Isabelle	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
	Nguyen, Dung Thuy	06/06/17	06/30/17	Technical/Paraprofessional	\$13.00	Tutor I
	Nguyen, Dung Thuy	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
	Nguyen, Tuan	06/06/17	06/30/17	Technical/Paraprofessional	\$13.00	Tutor I
	Nguyen, Tuan	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
	Tut, Nyawal	06/07/17	06/30/17	Technical/Paraprofessional	\$15.00	Tutor II
	Tut, Nyawal	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Tutor II
	Williams, Abigail	06/15/17	06/30/17	Technical/Paraprofessional	\$13.00	Tutor I
	Williams, Abigail	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
	Wilson, Lauren	06/07/17	06/30/17	Technical/Paraprofessional	\$13.00	Tutor I
	Wilson, Lauren	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
Department	Mathematics Learning Center					
	Allen, Anthony	06/09/17	06/30/17	Technical/Paraprofessional	\$13.00	Tutor I
	Allen, Anthony	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
	Quets, Karime	06/28/17	06/30/17	Technical/Paraprofessional	\$13.00	Tutor I
	Quets, Karime	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
Department	Palomar College Police Department					
	Avelar, Lourdes	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Avelar Melendez, Francisco	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Black, Anthony	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Brown, Chistopher	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Diaz, Garrett	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Doan, Darline	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Gasper, Patrick	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Johnson, Joseph	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Juarez Paredes, Rudy	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
	Lucas, Carlos	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Mafnas, Jessygene	06/22/17	06/30/17	Technical/Paraprofessional	\$11.00	Assistant I
	Mafnas, Jessygene	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Prudham, Kaley	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Reveles, Jonathan	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Department	Planetarium					
	Taylor, Karen	06/05/17	06/30/17	Technical/Paraprofessional	\$15.00	Assistant III
	Taylor, Karen	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Department	Reading Services					
	Lind, Sandra	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Nelson, Cheyne	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Department	Tutoring Services					
	Munoz, Brandon	06/12/17	06/30/17	Technical/Paraprofessional	\$11.00	Peer tutor
	Munoz, Brandon	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer tutor
Department	World Languages					
	DeWolff, Mary Kay	06/16/17	06/30/17	Technical/Paraprofessional	\$13.00	Assistant II
	DeWolff, Mary Kay	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II

SEASONAL RESIDENTIAL STIPEND REQUEST

Department Grant Funded Student Support Programs

Employee Name	Start Date	End Date	Job Code	One-Time Stipend	Job Description
Aguilar, David	06/19/17	07/18/17	Technical/Paraprofessional	\$1,350.00	Tutor
Becerra, Fernando	06/19/17	07/18/17	Technical/Paraprofessional	\$2,900.00	Tutor
Clifton, Jarrett	06/19/17	07/18/17	Technical/Paraprofessional	\$4,100.00	Assistant III
Giles, Cassidy	06/19/17	07/18/17	Technical/Paraprofessional	\$3,100.00	Tutor
Guerrero, Guadalupe	06/19/17	07/18/17	Technical/Paraprofessional	\$4,100.00	Assistant III
Hernandez, Eduardo	06/19/17	07/18/17	Technical/Paraprofessional	\$3,100.00	Tutor
Hernandez, Nikki	06/19/17	07/18/17	Technical/Paraprofessional	\$3,100.00	Assistant III
Hester, Kendrick	06/19/17	07/18/17	Technical/Paraprofessional	\$4,100.00	Assistant III

Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Lopez, Vanessa	06/19/17	07/18/17	Technical/Paraprofessional	\$3,100.00	Tutor
Martinez, Elena	06/19/17	07/18/17	Technical/Paraprofessional	\$3,100.00	Tutor
Nogalez, Garth	06/19/17	07/18/17	Technical/Paraprofessional	\$3,100.00	Tutor
Nunez, Artemio	06/19/17	07/18/17	Technical/Paraprofessional	\$1,350.00	Tutor
Theron, Page	06/19/17	07/18/17	Technical/Paraprofessional	\$3,100.00	Tutor

STUDENT PERSONNEL ACTION REQUEST

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Academic Technology Resources Center					
	Collins-MacDonald, Hannah	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Advancement					
	Alaniz, Wendy	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Department	Art Department					
	Andrade, Frances	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Castillo, Claudia	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Cooke, Bobby	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Layna, Jonathan	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Solis, Albert	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Athletics Department					
	Hanlon, Sean	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Behavioral Sciences					
	Miller, Heather	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Quinn, Nicole	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Business Support Services					
	Galeno, Marisela	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Chemistry Department					
	Foroughishafiel, Anahid	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Navarrete, Victoria	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Safaei Shirazi, Ameneh	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Tran, Man	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Counseling Department					
	Contreras, Armando	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Department	Custodial Services					
	Bedier, Cedric	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Freaner, Brandon	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Disability Resource Center					
	Miller, Ariana	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Texeira George, Silver	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Early Childhood Education Lab School					
	Carbajal, Mireya	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Flores, Sofia	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Gale, Crystal	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	English Department					
	Abramov, Yan	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Benitez, Alejandra	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Campus, Joanna	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	English as a Second Language					
	Castillo Carmona, Carmen	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
	Diaz, Christal	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
	Nsaif, Mays Mohammed	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
	Velazquez, Ivania	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
Department	Enrollment Services					
	Butt-Harris, Aydan	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Financial Aid, Veterans and Scholarship Services					
	Carson, Christopher	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Grant Funded Student Support Programs					
	Aili, Daoran	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
	Nguyen, Hien Phan-My	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
	Pulati, Lalan	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
	Villanueva, Noelia	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
	Zhang, Jingfei	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
Department	Graphic Communications Department					
	Lugo, Juan	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Health-Kinesiology-Recreattion Management					
	Jacob, Michelle	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Turner, Abraham	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Life Sciences					
	Cirillo, Elisa	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Haney, Nathaniel	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Nixon, Boyd	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Velasco, Alyssa	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Mathematics and the Natural and Health Sciences					
	Davis, Kyle	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
	Hernandez, Clara	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
	Moraleja, Juan	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
	Stone, Evan	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
Department	Mathematics Learning Center					
	Aghanasir, Maryam	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
	Cervantes, Raul	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
	Nourollahi, Saba	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
	Saleh, Samer	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Tutor I
	Shoghi Ghalehshahi, Elham	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
Department	Media Studies Department					
	Copple, Natashaia	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Moran, Angy	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Performing Arts Department					
	Baer, Michael	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Hansen, Christina	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Hassan, Zeshaun	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Reading Services					
	Lizarraga, Samantha	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Student Affairs					
	Garretson, Cheyenne	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Sagarnaga, Larisa	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Trade and Industry					
	Montoya Zarate, Carlos	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Wellness/Fitness Center					
	Johns, Reina	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Martinez Orozco, Patricia	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Urban, Jiro Allen	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Velasco, Sophia	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II

PeopleSoft
PAL PERSONNEL ACTIONS HISTORY

Page No. 1
Run Date 06/29/2017
Run Time 09:21:49

Report ID: PAL015ST
Personnel Action: HIR--
For the period 06/01/2017 through 06/30/2017

Effective Date	Action Reason	Employee Name	Employee ID	Hire Date	Emp Typ	Reg/ Tmp	Full/ Part	Job Code	Job Title	Salary Grade	Comp Rate	Supervisor
Department COMPSCI Computer Sci & Info Technology SETID - PALMR												
06/13/2017		Defrench,Noah Clarke		06/13/2017	0.0	H	T	P	900STU Student EE	STU/ASTU	13.000000	H
Department DRC Disability Resource Center SETID - PALMR												
06/26/2017		Hernandez,Ciara Marina		06/26/2017	0.0	H	T	P	900STU Student EE	STU/ASTU	13.000000	H
Department STUDNTAFRS Student Affairs SETID - PALMR												
06/15/2017		Juarez Guevara,Fausto Antonio		06/15/2017	0.0	H	T	P	900STU Student EE	STU/ASTU	11.000000	H
Department TRADEIND Trade & Industry Department SETID - PALMR												
06/21/2017		Mendez Angeles,Jose Miguel		06/21/2017	0.0	H	T	P	900STM Short Term STM	STM/ASTU	13.000000	H

End of Report

PALOMAR COLLEGE

SUBJECT: Board Policies

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

The following Board Policies have undergone review through the Shared Governance Process. These items are presented here for **approval**.

BP 5000 Student Responsibility

BP 5010 Admission and Concurrent Enrollment

BP 5020 Nonresident Tuition

BP 5030 Fees

BP 5040 Student records, directory

BP 5045 Student records - challenging content and access

BP 5050 Student Success Support Program

BP 5150 EOPS

BP 5200 Student Health Svcs

BP 5210 Communicable Disease

BP 5220 Shower Facilities for students with housing insecurities

BP 5400 Associated Student Government

BP 5410 ASG Elections

BP 5420 ASG Financial Management

BP 5530 Student Complaints and Grievances

BP 5570 Student Credit Card Solicitation

BP 5757 Parking

STUDENT SERVICES

REV 11/17/16

~~BP 5000~~ STUDENT RESPONSIBILITY

~~Students are responsible for registration in classes and for attending classes. Furthermore, students are responsible for following the rules and regulations in the Catalog. The College is not at fault if students fail to read and understand the rules.~~

Recommending deletion – will incorporate items into other BP/AP (5530/5500).

Date Adopted: 04/08/2008

(Replaces Palomar College Policy 410 and previous versions of BP 5000)

STUDENT SERVICES

REV 11-17-16

BP 5010 ADMISSIONS AND CONCURRENT ENROLLMENT

References:

Education Code Sections 76000, 76001, 76002 and 76038

Labor Code Section 3077);

U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended;

34 Code of Federal Regulations Part 668.16(p) (U.S. Department of Education Regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended);

ACCJC Accreditation Standard II.C.6

The District shall admit students who meet one of the following requirements and who are capable of benefiting from the instruction offered:

- Any person over the age of 18 and possessing a high school diploma or its equivalent.
- Other persons who are over the age of 18 years and who, in the judgment of the Superintendent/President or designee are capable of benefiting from the instruction offered. ~~Such persons shall be admitted as provisional students, and thereafter shall be required to comply with the District's rules and regulations regarding scholastic achievement and other standards to be met by provisional or probationary students as a condition to being readmitted in any succeeding semester.~~
- Persons who are apprentices as defined in Labor Code Section 3077.

The District may deny or place conditions on a student's enrollment upon a finding by the Board or designee that the applicant has been expelled within the preceding five years or is undergoing expulsion procedures in another California community college district, and that the applicant continues to present a danger to the physical safety of the students and employees of the District.

The District shall in its discretion, or as otherwise federally mandated, evaluate the validity of a student's high school completion. The Superintendent/President shall establish procedures for evaluating the validity of a student's high school completion.

Any student whose age or class level is equal to grades 8 through 12 is eligible to attend as a special part-time student for advanced scholastic or vocational courses.

Language in yellow highlight suggested by the CCLC Updates 22, 23 & 26.

Date Adopted: 4/08/2008; Rev: 11/08/2011

(Replaces current Palomar College Policy 400)

39 Any student whose age or class level is equal to grades 8 through 12 is eligible to
40 attend as a special full-time student.

41 Any student enrolled in K through 12 may attend summer session.

42 The Superintendent/President shall establish procedures for the following:

- 43 • ability to benefit and admission of high school and younger students;
- 44 • evaluation of requests for special fulltime or part-time enrollment by a pupil who
45 is identified as highly gifted;
- 46 • compliance with statutory and regulatory criteria for concurrent enrollment.

47 Denial of Requests for Admission – If the Board denies a request for special full time or
48 part time enrollment by a pupil who is identified as highly gifted, the board will record its
49 findings and the reason for denying the request in writing within 60 days.

50 The written recommendation and denial shall be issued at the next regularly scheduled
51 board meeting that occurs at least 30 days after the pupil submits the request to the
52 District.

53 Claims for state apportionment submitted by the District based on enrollment of high
54 school pupils shall satisfy the criteria established by statute and any applicable
55 regulations of the Board of Governors.

56 The Superintendent/President shall establish procedures regarding compliance with
57 statutory and regulatory criteria for concurrent enrollment.
58

59 See AP 5010 titled Admissions as well as BP 5500 titled Standards of Conduct which
60 addresses issues of admission and reinstatement and BP 5020 titled Nonresident Tuition
61 which addresses nonresident students.

Language in **yellow** highlight suggested by the CCLC Updates 22, 23 & 26.

Date Adopted: 4/08/2008; Rev: 11/08/2011
(Replaces current Palomar College Policy 400)

STUDENT SERVICES

REV 11/17/16

BP 5020 NONRESIDENT TUITION

References:

Education Code, Sections 68050, 68051, 68130, 68130.5, and 76141;
Title 5 Section 54045.5

Nonresident students shall be charged nonresident tuition for all units enrolled, unless specifically required otherwise by law.

Not later than February 1 of each year, the Superintendent/President shall bring to the Governing Board for approval an action to establish nonresident tuition for the following fiscal year. The fee shall be calculated in accordance with guidelines contained in applicable state regulations and/or the California Community College Attendance Accounting Manual.

The Superintendent/President shall establish procedures regarding collection, waiver, and refunds of nonresident tuition.

The Superintendent/President is authorized to implement a fee, to be determined not later than February 1 of each year for the following fiscal year, to be charged only to persons who are both citizens and residents of foreign countries. The Governing Board finds and declares that this fee does not exceed the amount expended by the district for capital outlay in the preceding year divided by the total FTES in the preceding fiscal year.

Students who would otherwise be charged this fee shall be exempt if they demonstrate that they are a victim of persecution or discrimination in the county of which they are a citizen and resident, or if they demonstrate economic hardship.

Students shall be deemed victims of persecution or discrimination if they present evidence that they are citizens and residents of a foreign country and that they have been admitted to the United States under federal regulations permitting such persons to remain in the United States. Students shall be deemed to have demonstrated economic hardship if they present evidence that they are citizens and residents of a foreign country and that they are receiving Temporary Assistance for Needy Families Program, Supplemental Income/State Supplementary benefits, or general assistance.

Students who would otherwise be charged this fee shall be exempt if they demonstrate that they have a parent who has been deported or was permitted to depart voluntarily, they moved abroad from California as a result of that deportation or voluntary departure, and they attended a public or private secondary school in the state for three or more years. Upon enrollment, students who qualify for this exemption must be in their first

44 academic year as a matriculated student in California public higher education, live in
45 California, and file an affidavit with the District stating that they intend to establish
46 residency in California as soon as possible.
47

48 See Procedure 5020 titled Nonresident Tuition.

STUDENT SERVICES

REV 11-30-16

BP 5030 FEES

References:

Education Code Sections 66025.3, 70902 (b)(9), 76300 et seq. and references cited below;

Title 5 Sections 51012, 54702, 54704, 54706, 54708, and 54710;

Chancellor's Office Student Fee Catalog

ACCJC Accreditation Standard I.C.6

~~The Governing Board authorizes the following fees:~~ ****moved down* to line 19****

The Superintendent/ President shall establish procedures for the collection, deposit, waiver, refund, and accounting for fees as required by law. The procedures shall also assure those who are exempt from or for whom the fee is waived are properly enrolled and accounted for. Fee amounts shall be published in the District catalog.

Details related to these listed fees can be found in AP 5030 titled Fees or in the Education Code Sections as cited below.

The Governing Board authorizes the following fees which are to be collected during the registration process:

Required fees include:

Enrollment Fee: Education Code Section 76300

~~Each student shall be charged a fee for enrolling in credit courses as required by law.~~

Nonresident Tuition Fee: See BP/AP 5020 titled Nonresident Tuition.
Education Code 76140 and 76140.5

Non-Resident Capital Outlay Fee: Education Code Section 76141

Auditing Fee: Education Code Section 76370

~~An established auditing fee shall be charged. Students enrolled in classes to receive credit for 10 or more semester credit units shall not be charged this fee to audit three or fewer units per semester.~~

~~Persons auditing a course shall be charged a fee of [not more than \$15.00] per unit per semester. The fee amount shall be adjusted proportionally based upon the term length. Students enrolled in classes to receive credit for 10 or more~~

Text in yellow highlight suggested by CCLC.

Date Adopted: 04/08/2008;

(Replaces Palomar College Policies 403.1, 403.2, 403.5, 423.2, 5030.3, and 5030.6)

~~semester credit units shall not be charged this fee to audit three or fewer units per semester.~~

Student Health Fee: Education Code Sections ~~s 66025.3, 70902(b),~~ 76355

~~The Superintendent/President shall present to the Governing Board for approval a fee to be charged to each student for student health services. See AP 5030 for details.~~

Student Center Fee: Education Code Section 76375 and Title 5 Section 58510.

~~A Student Center Fee is required of all students attending the community college where the center is located. The Board of Governors has adopted section 58510 of CAC Title 5 to implement this provision.~~

Transcript/Student Record Fees: Education Code Section 76223

~~The District shall charge a reasonable amount for furnishing copies of any student record to a student or former student. The Superintendent/President is authorized to establish the fee, which shall not to exceed the actual cost of furnishing copies of any student record. No charge shall be made for furnishing up to two transcripts of students' records, or for two verifications of various records. There shall be no charge for searching for or retrieving any student record.~~

Other Fees Include:

Parking Fee: Education Code Section 76360

~~The Superintendent/President shall present fee information for parking for students to the Governing Board for approval.~~

Student Activity Card Fee (optional): CCCCCO Student Fee Handbook

Instructional Materials: Education Code Section 76365; Title 5 Sections 59400 et seq.

~~Students may be required to provide required instructional and other materials for a credit or non-credit course, provided such materials are of continuing value to the student outside the classroom and provided that such materials are not solely or exclusively available from the District.~~

Physical Education Facilities: Education Code Section 76395

~~Where the District incurs additional expenses because a physical education course is required to use non-district facilities, students enrolled in the course shall be charged a fee for participating in the course. Such fee shall not exceed the student's calculated share of the additional expenses incurred by the District.~~

Text in yellow highlight suggested by CCLC.

Date Adopted: 04/08/2008;

(Replaces Palomar College Policies 403.1, 403.2, 403.5, 423.2, 5030.3, and 5030.6)

Student Representation Fee: Education Code Section 76060.5

Students will be charged a \$1 fee per semester to be used to provide support for student governmental affairs representation. A student may refuse to pay the fee for religious, political, financial, or moral reasons and shall submit such refusal in writing.

International Students Application Processing Fee: Education Code Section 76142

The District shall charge students who are both citizens and residents of a foreign country a fee to process the application for admission. This processing fee and regulations for determining economic hardship may be established by the Superintendent/President. The fee shall not exceed the lesser of 1) the actual cost of processing an application and other documentation required by the U.S. government; or 2) one hundred dollars (\$100), which shall be deducted from the tuition fee at the time of enrollment.

Collection, Waiver and Refund of Fees

No student suspended or expelled shall be refunded any fees paid by or for the student. Education Code Sections 41302 and 76037.

- **Non-Sufficient Funds Fee**
- **Enrollment Fee Refunds**
- **Collection Penalty Fee**
- **Enrollment Fee Waivers**

Office of Primary Responsibility: Enrollment Services

See **Procedure AP** 5030 titled Fees.

Text in **yellow highlight** suggested by CCLC.

Date Adopted: 04/08/2008;

(Replaces Palomar College Policies 403.1, 403.2, 403.5, 423.2, 5030.3, and 5030.6)

STUDENT SERVICES
REV 11-17-16**BP 5040 STUDENT RECORDS AND DIRECTORY INFORMATION****References:**

Education Code Sections 76200 et seq.;

Title 5 Sections 54600 et seq.

20 U.S. Code Section 1232g(j):

ACCJC Accreditation Standard II.C.8

The Superintendent/President shall assure that student records are maintained in compliance with applicable federal and state laws relating to the privacy of student records.

Currently enrolled or former students of the District have a right of access to any and all student records relating to them maintained by the District.

No District representative shall release the contents of a student record to any member of the public without the prior written consent of the student, other than directory information as defined in this policy and information sought pursuant to a court order or lawfully issued subpoena, or as otherwise authorized by applicable federal and state laws.

Students shall be notified of their rights with respect to student records, including the definition of directory information contained here, and that they may limit the information.

Directory information shall include:

- Student participation in officially recognized activities and sports including weight, height and high school of graduation of athletic team members.
- Degrees and awards received by students, including honors, scholarship awards, athletic awards and Dean's List recognition.
- Names, address, telephone number, and dates of attendance.

See Procedure 5040 titled Student Records and Directory Information as well as Procedure 5045 titled Student Records: Challenging Content and Access Log.

STUDENT SERVICES

REV 11/17/16 formatting changes only

**BP 5045 STUDENT RECORDS: CHALLENGING CONTENT AND
ACCESS LOG**

References:

Education Code Sections 76222 and 76232;
Title 5 Section 54630

Any student may file a written request with Enrollment Services to correct or remove information recorded in the student's records that the student alleges to be: (1) inaccurate; (2) an unsubstantiated personal conclusion or inference; (3) a conclusion or inference outside of the observer's area of competence; or (4) not based on the personal observation of a named person with the time and place of the observation noted.

STUDENT SERVICES

REV 11/30/16

BP 5050 MATRICULATION STUDENT SUCCESS AND SUPPORT PROGRAM**References:**

Education Code Sections 78210 et seq.;

Title 5 Section 55500

ACCJC Accreditation Standard II.C.2

The District shall provide **Student Success and Support Program matriculation** services to students for the purpose of furthering equality of educational opportunity and academic success. The purpose of **Student Success and Support Program services matriculation** is to bring the student and the District into agreement regarding the student's educational goal through the District's established programs, policies and requirements that include **admission**; **assessment**; **orientation**; **academic**; **career**, **transfer**, and personal counseling; advising; and follow-up services.

The Superintendent/President shall establish procedures to assure implementation of Student Success and Support Program services that comply with the Title 5 regulations.

See Procedure 5050 titled Matriculation as well as Policy 5110 titled Counseling.

STUDENT SERVICES

REV 11-30-16

BP 5150 EXTENDED OPPORTUNITY PROGRAMS AND SERVICES (EOPS)

References:

Education Code Sections 69640 – 69656;

Title 5 Sections 56200 et seq.

To help assist students who have language, social, and economic disadvantages achieve academically educational goals and objectives, the District will provide support services and programs that augment the traditional student services programs.

The Extended Opportunity Programs and Services (EOPS) is established to provide services that may include, but are not limited to, outreach, recruitment, orientation, assessment, tutorial services, priority registration, textbook assistance, counseling and advising, and financial aid.

The Superintendent/President shall assure that the EOPS Program conforms to all requirements established by the relevant law and regulations.

See Procedure 5150 titled Extended Opportunity Programs and Services (EOPS)

STUDENT SERVICES
No proposed changes
REV 11/7/16

BP 5200 STUDENT HEALTH SERVICES

References:

Education Code Sections 76401 and 76355;
Title 5 Sections 53411 and 54702

Student health services shall be provided in order to contribute to the education goals of students by promoting physical and emotional wellbeing through health oriented programs and services.

Student Health Services is funded through the collection of student health fees (see BP 5030 titled Fees).

Refer to the Palomar College Catalog for additional information regarding Student Health Services.

See Procedure 5200 titled Student Health Services.

STUDENT SERVICES

REV 11/17/16

BP 5210 COMMUNICABLE DISEASE

References:

Education Code Section 76403;

California Department of Health Services;

Center for Disease Control;

County of San Diego Health and Human Services Agency

The Superintendent/President shall establish procedures necessary to assure cooperation with local public health officials in measures necessary for the prevention and control of certain communicable diseases in students.

See Procedure 5210 titled Communicable Disease

STUDENT SERVICES

REV 2/3/17

BP 5220 SHOWER FACILITIES FOR HOMELESS STUDENTS WITH HOUSING INSECURITIES

References:

Education Code Section 76011

The Superintendent/President shall establish procedures necessary to make on-campus shower facilities available to any homeless student with housing insecurities who is enrolled in coursework, has paid enrollment fees, and is in good standing with the district.

This is a new policy proposed by CCLC.

Date Adopted:

STUDENT SERVICES**REV 12-12-16****BP 5400 ASSOCIATED STUDENT GOVERNMENT****References:**

Education Code Sections 76060, 76061, and 76062

The students of the District are authorized to organize a student body association as the Associated Students of the Palomar Community College District. This student body organization is known as the Associated Student Government (ASG).

ASG is recognized as the official voice for the students in District decision-making processes. It may conduct other activities as approved by the Superintendent/President. ASG activities shall not conflict with the authority or responsibility of the Governing Board or its officers or employees.

The ASG shall conduct itself in accordance with state laws and regulations and administrative procedures established by the Superintendent/President.

The ASG shall be granted the use of District premises subject to such administrative procedures as may be established by the Superintendent/President. Such use shall not be construed as transferring ownership or control of the premises.

The ASG Constitution is available in the ASG Office and the Student Affairs Office.

See AP Procedure 5400 titled Associated Students Organization.

Date Adopted: 04/08/2008; Reviewed*(Replaces Palomar College Policy 475 and all previous versions of BP 5400)*

STUDENT SERVICES

REV 12/12/16

BP 5410 ASSOCIATED STUDENT GOVERNMENT ELECTIONS

Reference:

Education Code Section 76061

The Associated Student Government (ASG) shall conduct annual officer elections. The elections shall be conducted in accordance with procedures identified in the Associated Student Constitution and Bylaws.

Any student elected as an officer in the ASG shall meet both of the following requirements:

1. The student shall be enrolled in the District at the time of election and throughout the term of office, with a minimum of five semester units or the equivalent.
2. The student shall meet and maintain the minimum standards of scholarship (see Board Policy 4220 titled Standards of Scholarship and related administrative procedures).

The ASG may identify additional requirements for participation in the organization.

See **Procedure AP** 5410 titled Associated Student Government Elections.

STUDENT SERVICES

REV 10-25-16 (no proposed changes)

**BP 5420 ASSOCIATED STUDENT GOVERNMENT FINANCIAL
MANAGEMENT**

References:

Education Code Sections 76063-76065

Associated Student Government (ASG) funds shall be deposited with and disbursed by the Superintendent/President or designee.

The funds shall be deposited, loaned or invested in one or more of the ways authorized by law.

All funds shall be expended according to procedures established by the (ASG), subject to the approval of each of the following three persons, which shall be obtained each time before any funds may be expended:

- the Superintendent/President or designee
- the employee who is the designated adviser of the particular student body organization and
- a representative of the student body organization

The funds of the (ASG) shall be subject to an annual audit.

Associated Student Government funds are to be used for projects and programs which benefit the students and the District.

See Procedure 5420 titled Associated Student Government Financial Management.

STUDENT SERVICES

REV 2/1/17

BP 5530 STUDENT RIGHTS COMPLAINTS AND GRIEVANCES

References:

Education Code Section 76224(a);
Title IX Education Amendments of 1972

Students may initiate grievance procedures when they believe they have been subject to unjust action or the denial of rights as stipulated in published District policies/procedures, state laws, or federal laws. Such action may be instituted by a student against another student, a staff member, a faculty member, or an administrator. When a student believes an injustice has been done, the student may seek redress as outlined in the Student Grievance Procedure.

See Procedure AP 5530 titled Student Rights and Grievances.

STUDENT SERVICES

REV 12/12/16

BP 5570 STUDENT CREDIT CARD SOLICITATION

References:

Education Code Section 99030;
Title 5 Section 54400;
Civil Code Section 1747.02(m)

The Superintendent/President shall establish procedures that regulate the solicitation of student credit cards on campus.

All solicitation of funds from students, faculty, or staff by off-campus organizations or persons will be prohibited, except with the express **written** approval of the executive administration and/or Governing Board.

See **Procedure AP** 5570 titled Student Credit Card Solicitation.

STUDENT SERVICES

REV 9-26-16 (no proposed changes)

BP 5757 PARKING

References:

Education Code Section 76360;

Vehicle Code Section 21113

The Superintendent/President shall establish such administrative procedures regarding vehicles and parking on campus as are necessary for the orderly operation of instructional programs. No person shall drive any vehicle or leave any vehicle unattended on the campus except in accordance with such procedures.

Parking fees shall be established in accordance with BP 5030 titled Fees.

See AP 5757 titled Parking.

**REVIEW & RATIFICATION BY
GOVERNING BOARD
PALOMAR COMMUNITY COLLEGE DISTRICT
FY 2016-2017**

EXHIBIT J-24

BOARD DATE: July 11, 2017

REPORTING PERIOD: 5/1/17- 9/30/17

#.	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	
216.	N. Puccio Extended Education	Ramona Unified School District	Use of facilities agreement to hold community and general education classes at Ramona Community Campus.	6/26/2017 – 8/17/2017	N/C	
217.	"	Escondido Union School District	Use of facilities permit to hold Basic adult Literacy classes at the Felicita school site.	6/26/2017 – 8/17/2017	\$2,232.00	
218.	K. Kailikole Mathematics & Natural Health Science	Phyllis Sensenig Program Development Services	Agreement with independent contractor to prepare reports for the Department of Education, Title V, HIS STEM grant.	4/24/2017 – 6/30/2018	\$10,000.00	
219.	J. Smiley Performing Arts Department	Caroline Andrew	Agreement with independent contractor to be the lighting contractor for the Theatre production of "Clybourne Park".	3/13/2017 – 5/14/2017	\$1,100.00	
220.	R. Williams Camp Pendleton Education Center	Marine Corps Community Services	Advertising agreement to display District wall scape banner advertisement on the Transition Readiness Seminar building 1102.	Effective until 4/30/2018	\$14,500.00	
221.	O. Diaz Counseling, Student Success & Equity	California Center for the Arts, Escondido	Memorandum of Understanding to extend education rates for up to five days per year at no charge for Palomar College activities.	4/1/2017 – 6/30/2018	N/C	
222.	"	"	Short term license agreement for concert hall use on March 7, 2018 and theater rental timelines and policies.	3/7/2018	N/C	
223.	P. Ordille EME	City of La Mesa	Renewal of agreement for field experience for the EMT-Paramedic students.	4/19/2017 – 4/18/2020	N/C	
224.	N. Puccio Extended Education	Fallbrook Union High School District	Use of facilities agreement to hold English composition and listening and speech classes in rooms 80 to 85.	6/26/2017 – 8/16/2017	\$52.00 per use estimated total \$7,072.00	
225.	C. Sterling Library	NewsBank	License agreement for subscription and perpetual license sales.	Effective 5/4/2017	N/C	
226.	N. Rose Alcohol and Other Drug Studies	Ocean Ranch Recovery	Service-Learning memorandum of understanding to provide student-focused learning experience.	1/30/2017 - 5/30/2017	N/C	
227.	J. Blake Superintendent/President	Bellevue University	Memorandum of Understanding to facilitate an educational partnership for the purpose of allowing local students to gain enhanced access to upper-division undergraduate programs.	Effective: 4/26/2017	N/C	
228.	A. Slivick Athletics	PrestoSports	Service agreement to redesign and host the Palomar College athletic website.	7/1/2017 - 6/30/2020	\$9,500.00	
229.	N. Puccio Extended Education	Julian Branch of the San Diego County Library	Use of facilities agreement to hold general education classes.	7/1/2017 - 6/30/2018	N/C	
230.	R. Williams Camp Pendleton Education Center	Marine Corps Community Services	Agreement for the Marine Corps Community Services marketing campaign including both advertising and outreach events.	5/1/2017 - 4/30/2018	\$53,000.00	
231.	A. Lee Financial Aid	Jerry Dean Perez – Acumen Enterprises, Inc.	Amendment 1 to agreement with independent contractor for additional services with for Financial Aid Summer Pell and Communication Gen. system.	Effective: 5/8/2017	\$14,000.00	

**REVIEW & RATIFICATION BY
GOVERNING BOARD
PALOMAR COMMUNITY COLLEGE DISTRICT
FY 2016-2017**

BOARD DATE: July 11, 2017

REPORTING PERIOD: 5/1/17- 9/30/17

#.	REQUESTED BY	VENDOR	DESCRIPTION	TERM	AMOUNT	PROP "M"
232.,	K. Donovan Nursing Education	ATI	Partnership agreement to provide all-inclusive access to ATI student resources, faculty professional development and curricula support to enhance student outcomes and increasing instructor efficiencies.	Effective: 5/10/2017	\$40,000.00	
233.	K. Falcone Professional Development	The StoryCenter	Agreement to host a one day and a three day training session working towards the development of the use of Digital Storytelling.	8/17/2017 and 8/10/2017 - 8/12/2017	\$20,400.00	
234.	L. Aguirre Counseling	The Regents of the University of California	Cooperative agreement with the Regents' on behalf of The Puente Project to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities.	5/1/2017 - 6/30/2020	District will receive: F/Y 17-18: \$15,000.00 F/Y 18-20 \$1,500.00	
235.	N. Puccio Extended Education	Poway Unified School District	Use of facilities agreement to hold Community and General Education classes at Mt. Carmel High School.	7/1/2017 - 6/30/2018	\$45 per use of classroom/\$150 per week for office space use.	
236.	"	St. Francis Catholic Church	Use of facilities agreement to hold Community and General Education classes.	7/1/2017 – 6/30/2018	N/C	
237.	"	Vista Unified School District	Use of facilities agreement to hold Community and General Education classes at Vista High School.	7/1/2017 – 6/30/2018	\$22.00 / hour	
238.	"	Escondido Union High School District	Use of facilities agreement to hold Community and General Education classes at Valley Continuation High School, San Pasqual High School, Orange Glen High School, Escondido High School and Del Lago Academy.	7/1/2017 – 6/30/2018	\$20.00 / hour	
239.	C. One Deer Gavin GFSP Upward Bound	University of San Diego	Use of facilities agreement for the Upward Bound and GEAR UP Summer Residential Program 2017.	6/23/2017 – 7/18/2017	Nightly Room Rates: Single: \$59.50/person Multiple:\$43.50/person Commuter: \$15/day Meal plan: estimated daily rate: \$37.98 Graduation: location: \$850.	
240.	K. Donovan Nursing Education	DaVita Dialysis	Renewal of the affiliation agreement for clinical instruction for our nursing students.	5/19/2017 – 5/18/2022	N/C	
241.	N. Puccio Extended Education	San Diego Public Library, Rancho Penasquitos Branch	Use of facilities agreement to hold General Education classes.	7/1/2017 – 6/30/2018	N/C	
242.	"	Twin Oaks Golf Coase	Use of facilities agreement to hold Community and General Education classes.	7/1/2017 – 6/30/2018	N/C	
243.	R. Bianchi TTIP South	Foothill-De Anza Community College District	Memorandum of Understanding to provide training and certification for stakeholders in the California Community Colleges.	7/1/2017 – 6/30/2018 With up to 4 possible renewals.	Not to exceed \$650,000.00	
244.	N. Puccio Extended Education	Hope Through Housing	Use of facilities agreement to hold Community classes at Paseo del Oro Apartments, Cobblestone Village Apartments and Sierra Vista Apartments.	7/1/2017 – 6/30/2018	N/C	

**REVIEW & RATIFICATION BY
GOVERNING BOARD
PALOMAR COMMUNITY COLLEGE DISTRICT
FY 2016-2017**

BOARD DATE: July 11, 2017

REPORTING PERIOD: 5/1/17- 9/30/17

#.	REQUESTED BY	VENDOR	DESCRIPTION	TERM	AMOUNT	PROP "M"
245.	O. Diaz Counseling, Student Success & Equity	CIL Consulting	Agreement to secure project management and technical support for Hobson's Starfish Enterprise implementation.	5/15/2017 – 5/31/2018	\$125.00/hour not to exceed \$143,500.00 and estimated travel expense of \$11,200.00	
246.	C. Jain Earth, Space and Aviation Sciences	American Meteorological Society	Renewal of license for online weather studies program.	8/15/2017 – 8/14/2018	\$149.00	
247.	R. Williams Camp Pendleton Education Center	Department of Navy MCB Camp Pendleton	Renewal of license for nonfederal use of Department of Navy real property for Palomar College to continue operating on Camp Pendleton.	6/1/2017 – 5/31/2018	N/A	
248.	K. Kailikole Mathematics & Natural Health Sciences	Open Source Maker Labs	Agreement to provide students with resources and guidance on the use of the makerspace and design projects.	6/1/2017 – 1/27/2018	\$31,200.00	
249.	"	"	Agreement to provide consulting services supporting possible implementation of Palomar College Maker Space.	6/1/2017 – 9/30/2017	Not to exceed \$12,000.00	
250.	N. Puccio Extended Education	Pauma Band of Mission Indians	Use of facilities agreement to hold Community and General Education classes at Pauma Indian Reservation.	7/1/2017 – 6/30/2018	Classroom; \$150.00/month Office: \$225.00/month	
251.	"	St. John's Episcopal Church	Use of facilities agreement to hold General Education classes.	7/1/2017 – 6/30/2018	N/C	
252.	R. Bianchi TTIP South	Mirna Castaneda-Tinney	Agreement with independent contractor for event coordinating services for all TTIP CCC TechConnect projects.	7/1/2017 – 6/30/2018	\$40.00 / hour not to exceed \$75,000.00	
253.	"	Michelle DuBreuil	Agreement with independent contractor for project management services to support TTIP CCC TechConnect Collaboration with the Professional Learning Network Project.	7/1/2017 – 6/30/2018	\$55.00 / hour not to exceed \$88,000.00	
254.	"	Andrea Chatwood	Agreement with independent contractor to provide Online Digital Curator services to support the Professional Learning Network Project.	7/1/2017 – 6/30/2018	\$44.00 / hour not to exceed \$88,000.00	
255.	"	Danielle Zumwalt	Agreement with independent contractor to provide editing services to support the Institutional Professional Learning Network Project.	7/1/2017 – 6/30/2018	\$40.00 / hour not to exceed \$27,000.00	
256.	"	Candace Robertson	Agreement with independent contractor to provide Project Coordinating support for the Professional Learning Network.	7/1/2017 – 6/30/2018	\$40.00 / hour not to exceed \$82,000.00	
257.	"	Alexandra Doppelt	Agreement with independent contractor to provide production and editing services to support the Professional Learning Network Project.	7/1/2017 – 6/30/2018	\$62.00 / hour not to exceed \$87,000.00	
258.	R. Williams Camp Pendleton Education Center	Assault Craft Unit 5	Use of facilities agreement for use of classroom 101/102 in ACU-5 for Summer 2017 classes.	6/26/2017 – 8/18/2017	N/C	
259.	"	Facilities Maintenance Division of Camp Pendleton	Use of facilities agreement to hold classes in the classroom in Building 2296 for Summer 2017 classes.	6/26/2017 – 8/18/2017	N/C	
260.	"	Weapon's & Field Training Battalion of Camp Pendleton	Use of facilities agreement to hold classes in the classroom in Buildings 31A30 for Summer 2017.	6/26/2017 – 8/18/2017	N/C	
261.	"	Wounded Warrior Battalion of Camp Pendleton	Use of facilities agreement to hold classes in the classroom in Building 27847 (Rotunda Room) for Summer 2017.	6/26/2017 – 8/18/2017	N/C	

**REVIEW & RATIFICATION BY
GOVERNING BOARD
PALOMAR COMMUNITY COLLEGE DISTRICT
FY 2016-2017**

BOARD DATE: July 11, 2017

REPORTING PERIOD: 5/1/17- 9/30/17

#.	REQUESTED BY	VENDOR	DESCRIPTION	TERM	AMOUNT	PROP "M"
262.	R. Williams Camp Pendleton Education Center	Field Supply & Maintenance Analysis Office West of Camp Pendleton	Use of facilities agreement to hold classes in the classroom in Building 16047T for Summer 2017.	6/26/2017 – 8/18/2017	N/C	
263.	"	Staff Noncommissioned Officer Academy of Camp Pendleton	Use of facilities agreement to hold classes in the classroom in Building 524103 for Summer 2017.	6/26/2017 – 8/18/2017	N/C	
264.	"	S-4 MCAS Camp Pendleton	Use of facilities agreement to hold classes in the MCAS classroom for Summer 2017.	6/26/2017- 8/18/2017	N/C	
265.	"	Marine Wing Support Squadron 372 of Camp Pendleton	Use of facilities agreement to hold classes in the classroom in Building 25265 for Summer 2017.	6/26/2017 – 8/18/2017	N/C	
266.	R. Bianchi TTIP South	Andrew Trecha	Agreement with independent contractor to provide website design and web administrative services for WordPress.	7/1/2017 – 6/30/2018	\$50.00 / hour not to exceed \$82,000.00	
267.	"	Veronica Marquez	Agreement with independent contractor to provide graphic design services for marketing all the TechConnect projects.	7/1/2017 – 6/30/2018	\$50.00 / hour not to exceed \$32,000.00	
268.	K. Donovan Nursing	Chamberlain College of Nursing	Addendum to agreement enabling those enrolled in online Master of Public Health degree to be charges group tuition pricing of 85% of the prevailing tuition rate.	Effective 6/12/2017	N/C	
269.	A. Lee Financial Aid	Jerry Dean Perez – Acumen Enterprises, Inc.	Amendment 2 to agreement with independent contractor to reconfigure the SAP set up for 2016-2017 through 2017-2018 and identify records for payment issues for auditors.	6/13/2017 – 6/30/2017	\$7,000.00	
270.	K. Kailikole Mathematics & Natural Health Sciences	Sierra Joint Community College District	Amendment to original consultant agreement to extend the term for three months.	Expires 9/30/2017	N/A	
271.	O. Diaz Student Success & Equity	The Charette Group, LLC	Agreement with independent contractor to secure functional and technical work for transfer credit and degree audit processes in Peoplesoft.	June 2017 to June 2018	Hourly rate: \$120.00/hr remote work \$140.00/hr on-site work \$175.00/hr if exclusive travel required	
272.	N. Puccio Extended Education	Ramona Unified School District	Use of facilities agreement to hold community and general education classes at Ramona Community campus.	7/1/2017 – 6/30/2018	Classroom: \$30.07/use, Lab: \$42.58/use, NABE201 & NABE202/no charge	
273.	"	Fallbrook Union High School District	Use of facilities agreement to hold English and ESL classes at Fallbrook Union High School.	7/1/2017 – 8/16/2017	Estimated Classrooms: \$6,120.00 Office: \$1,050.00	
274.	"	Mission San Antonio	Use of facilities agreement to hold community and general education classes.	7/1/2017 – 6/30/2018	N/C	
275.	K. Falcone Professional Development	Mark Reardon The Centrepointe Group	Agreement to facilitate four, 50 minute leadership workshops at Fall plenary.	8/18/2017	\$1,500.00	
276.	"	Dr. Alan Day	Agreement to provide keynote talk at Fall plenary.	8/17/2017	\$3,000.00	

**REVIEW & RATIFICATION BY
GOVERNING BOARD
PALOMAR COMMUNITY COLLEGE DISTRICT
FY 2016-2017**

BOARD DATE: July 11, 2017

REPORTING PERIOD: 5/1/17- 9/30/17

#.	REQUESTED BY	VENDOR	DESCRIPTION	TERM	AMOUNT	PROP "M"
277.	K. Falcone Professional Development	Paul Butler Newleaf Training and Development	Agreement to provide four leadership training workshops at Fall plenary.	8/17/2017	Fee and travel total \$4,350.00	
278.	R. Bianchi TTIP South	The RP Group	Agreement to conduct a set of evaluation activities related to the TTIP grant to evaluate the impact and effectiveness of its products and services.	7/1/2017 – 6/30/2018	\$132,500.00	
279.	"	Teresa Ward	Independent contractor agreement for coordination of guiding resources through the Professional Learning Network submission process.	7/1/2017 – 6/30/2021	\$60.00/hr not to exceed \$35,000.00	
280.	K. Balouch Cooperative Education	Neighborhood Healthcare	Affiliation agreement for students enrolled in CE 100- Occupational Work Experience or CE 150-Internship to utilize facility for internship hours.	6/1/2017 - 5/31/2020	N/C	
281.	"	Rancho Santa Fe Medical Group, Inc. dba Mobile Doctor Medical Clinic	Affiliation agreement for students enrolled in CE 100- Occupational Work Experience or CE 150-Internship to utilize facility for internship hours.	6/26/2017 – 6/25/2020	N/C	
282.	C. One Deer Gavin GEAR UP	California State University San Marcos	Event and conference service agreement to hold "College is For Me" event in USU 2300.	Event Date: 8/2/017	\$10,213.54	
283.	N. Puccio Extended Education	Fallbrook Union High School District	Use of facilities agreement to hold community education classes at Fallbrook High School.	7/1/2017 – 8/16/2017	Classroom: \$20.00/hr Office: \$150/week	
284.	D. Astl Construction & Facilities Planning	HMC Architects	Proposal for the architectural, structural, electrical, mechanical and plumbing engineering services for the Food Bank project.	Effective: 6/29/2017	\$78,490.00	

Palomar College
1140 West Mission Road
San Marcos, CA 92069
Attention: Lisa Yon

Date: 5/24/2017
Program Id: 68202
Grade:

Program Agreement

Thank you for your participation in our Field Study Program. **PLEASE READ THE FOLLOWING CAREFULLY.**

1. Thoroughly review the terms, conditions, and cancellation procedures indicated on both sides of this form.
2. Please sign immediately and mail the white copy to: **Ocean Institute, 24200 Dana Point Harbor Dr., Dana Point, CA 92629**
A NON-REFUNDABLE DEPOSIT MUST BE INCLUDED. YOUR RESERVATION IS NOT CONFIRMED UNTIL THIS FORM IS SIGNED AND RETURNED WITH DEPOSIT. THE BALANCE (PROGRAM FEE LESS DEPOSIT) IS DUE 10 DAYS PRIOR TO PROGRAM DATE IN THE FORM OF ONE CHECK ONLY.
3. Please be sure we have your correct school and home telephone numbers as well as email address for rescheduling purposes.
4. Notice of cancellation for your program must be received IN WRITING by the Ocean Institute AT LEAST 90 DAYS PRIOR to the scheduled program date, i.e. on or before Wednesday, January 24, 2018 . **WITHOUT ABOVE NOTICE OF CANCELLATION IN WRITING, YOU AGREE TO PAY THE FULL COST OF THE PROGRAM.**

Program Name:	Human Impacts Lab/Cruise
Date and Time:	Tuesday, 4/24/2018 12:00 PM to 4:00 PM (Check In: 11:45 AM)
Responsible Party:	Dr. Lisa Yon (Palomar College)
Contact Info:	E-mail: LYon@palomar.edu
Program Count:	1 programs (at \$1,700.00 per program) incl. 5 adults and 40 students
Reservation Notes:	
Program Notes:	Maximum combination of students / adults is 45. All participants over the 45 maximum will be charged \$38. The suggested adult to student ratio is 1:10, however please bring a minimum of 3 adults (1 teacher + 2 adults), but no more than 6. All student and adult participants must have a signed Acknowledgement of Risk Waiver in order to participate in the field trip. All participants must wear closed-toed, soft-soled shoes.

~~THE DEPOSIT AMOUNT IS \$150.00, AND IS DUE ON OR BEFORE THURSDAY, JUNE 22, 2017 .~~

~~THE BALANCE OF \$1,550.00 (ESTIMATED PROGRAM FEE LESS DEPOSIT) IS DUE ON OR BEFORE 10 DAYS PRIOR TO PROGRAM DATE.~~

MAKE CHECKS PAYABLE TO / MAIL TO: OCEAN INSTITUTE, 24200 DANA POINT HARBOR DR., DANA POINT, CA 92629

SIGNATORY AGREES TO TERMS AND CONDITIONS STATED ON PROGRAM AGREEMENT (INCLUDING THOSE ON REVERSE). PLEASE BE ADVISED THAT POLICIES ARE STRICTLY ENFORCED.

Authorized Administrator	Title	Date
YOUR BILLING ADDRESS (if different from above address) _____		

Palomar College
1140 West Mission Road
San Marcos, CA 92069
Attention: Lisa Yon

Date: 5/24/2017
Program Id: 68203
Grade:

Program Agreement

Thank you for your participation in our Field Study Program. **PLEASE READ THE FOLLOWING CAREFULLY.**

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3. Please be sure we have your correct school and home telephone numbers as well as email address for rescheduling purposes.
4. Notice of cancellation for your program must be received **IN WRITING** by the Ocean Institute **AT LEAST 90 DAYS PRIOR** to the scheduled program date, i.e. on or before Friday, January 26, 2018 . **WITHOUT ABOVE NOTICE OF CANCELLATION IN WRITING, YOU AGREE TO PAY THE FULL COST OF THE PROGRAM.**

Program Name: Human Impacts Lab/Cruise
Date and Time: **Thursday, 4/26/2018 12:00 PM to 4:00 PM (Check In: 11:45 AM)**
Responsible Party: Dr. Lisa Yon (Palomar College)
Contact Info: E-mail: LYon@palomar.edu
Program Count: 1 programs (at \$1,700.00 per program) incl. 5 adults and 40 students
Reservation Notes:
Program Notes: Maximum combination of students / adults is 45. All participants over the 45 maximum will be charged \$38. The suggested adult to student ratio is 1:10, however please bring a minimum of 3 adults (1 teacher + 2 adults), but no more than 6. All student and adult participants must have a signed Acknowledgement of Risk Waiver in order to participate in the field trip. All participants must wear closed-toed, soft-soled shoes.

~~THE DEPOSIT AMOUNT IS \$150.00, AND IS DUE ON OR BEFORE THURSDAY, JUNE 22, 2017 .~~

~~THE BALANCE OF \$1,550.00 (ESTIMATED PROGRAM FEE LESS DEPOSIT) IS DUE ON OR BEFORE 10 DAYS PRIOR TO PROGRAM DATE.~~

MAKE CHECKS PAYABLE TO / MAIL TO: OCEAN INSTITUTE, 24200 DANA POINT HARBOR DR., DANA POINT, CA 92629

SIGNATORY AGREES TO TERMS AND CONDITIONS STATED ON PROGRAM AGREEMENT (INCLUDING THOSE ON REVERSE). PLEASE BE ADVISED THAT POLICIES ARE STRICTLY ENFORCED.

Authorized Administrator _____ Title _____ Date _____
YOUR BILLING ADDRESS (if different from above address) _____

Palomar College
1140 West Mission Road
San Marcos, CA 92069
Attention: Lisa Yon

Date: 5/24/2017
Program Id: 68219
Grade:

Program Agreement

Thank you for your participation in our Field Study Program. **PLEASE READ THE FOLLOWING CAREFULLY.**

1. Thoroughly review the terms, conditions, and cancellation procedures indicated on both sides of this form.
2. Please sign immediately and mail the white copy to: **Ocean Institute, 24200 Dana Point Harbor Dr., Dana Point, CA 92629**
A NON-REFUNDABLE DEPOSIT MUST BE INCLUDED. YOUR RESERVATION IS NOT CONFIRMED UNTIL THIS FORM IS SIGNED AND RETURNED WITH DEPOSIT. THE BALANCE (PROGRAM FEE LESS DEPOSIT) IS DUE 10 DAYS PRIOR TO PROGRAM DATE IN THE FORM OF ONE CHECK ONLY.
3. Please be sure we have your correct school and home telephone numbers as well as email address for rescheduling purposes.
4. Notice of cancellation for your program must be received **IN WRITING** by the Ocean Institute **AT LEAST 90 DAYS PRIOR** to the scheduled program date, i.e. on or before Saturday, January 27, 2018. **WITHOUT ABOVE NOTICE OF CANCELLATION IN WRITING, YOU AGREE TO PAY THE FULL COST OF THE PROGRAM.**

Program Name:	Human Impacts Lab/Cruise
Date and Time:	Friday, 4/27/2018 12:00 PM to 4:00 PM (Check In: 11:45 AM)
Responsible Party:	Dr. Lisa Yon (Palomar College)
Contact Info:	E-mail: LYon@palomar.edu
Program Count:	1 programs (at \$1,700.00 per program) incl. 5 adults and 40 students
Reservation Notes:	
Program Notes:	Maximum combination of students / adults is 45. All participants over the 45 maximum will be charged \$38. The suggested adult to student ratio is 1:10, however please bring a minimum of 3 adults (1 teacher + 2 adults), but no more than 6. All student and adult participants must have a signed Acknowledgement of Risk Waiver in order to participate in the field trip. All participants must wear closed-toed, soft-soled shoes.

~~THE DEPOSIT AMOUNT IS \$150.00, AND IS DUE ON OR BEFORE THURSDAY, JUNE 22, 2017.~~

~~THE BALANCE OF \$1,550.00 (ESTIMATED PROGRAM FEE LESS DEPOSIT) IS DUE ON OR BEFORE 10 DAYS PRIOR TO PROGRAM DATE.~~

MAKE CHECKS PAYABLE TO / MAIL TO: OCEAN INSTITUTE, 24200 DANA POINT HARBOR DR., DANA POINT, CA 92629

SIGNATORY AGREES TO TERMS AND CONDITIONS STATED ON PROGRAM AGREEMENT (INCLUDING THOSE ON REVERSE). PLEASE BE ADVISED THAT POLICIES ARE STRICTLY ENFORCED.

Authorized Administrator

Title

Date

YOUR BILLING ADDRESS (if different from above address) _____

Subject:

Palomar College Early Childhood Education Lab School **Contract CSPP-7462 with the California Department of Education** for childcare services for preschool age children 3 to 5 years of age for income qualifying students.

Overview:

The ECE Lab School receives funding from the CA Department of Education to provide subsidized preschool childcare for income qualifying students.

Discussion:

This is the initial contract for services provided from July 1, 2017 through June 30, 2018.

Budget Implication:

This contract provides an increase in the contract of \$475,132.00 for services provided for our preschool programs in San Marcos and Escondido.

Recommendation:

It is recommended the Governing Board approve this contract to increase our funding for preschool services for income qualifying students.

Palomar Community College District

TOPIC:

Amendment of the 2016/17 academic calendar.

OVERVIEW:

A review of the 2016-17 and 2017-18 academic calendars revealed that the ending date for Summer 2017 was incorrect on the 2016-17 calendar and correct on the 2017-18 calendar.

DISCUSSION/FINANCIAL IMPLICATIONS:

Being that the Fourth of July falls on one of the instructional days for the Summer Session, the trailing Monday is added to make up the missed class time.

On the 2016-17 academic calendar, the Summer 2017 end date was corrected from Aug 4th to Aug 7th. The grade due date for Summer 2017 was amended from Aug 9th to Aug 10th.

Additionally, the Faculty PD coordinator (through the Faculty Senate), requested that the Fall Plenary no longer be called out as one day for Part-Time Faculty and one day for Full-Time Faculty. Instead, the request was to list all Plenary events as Faculty Plenary. Therefore this change can also be incorporated to the calendar at this time.

RECOMMENDATION:

Approve the amended 2016/17 academic calendar as presented on the attached.

May-16						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUMMER 2016						
Jun-16						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Jul-16						
SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SUMMER FALL 2016						
Aug-16						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sep-16						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Oct-16						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Nov-16						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Dec-16						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SPRING 2017						
Jan-17						
SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Feb-17						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Mar-17						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Apr-17						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

May-17						
SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SUMMER 2017						
Jun-17						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Jul-17						
SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SUMMER FALL 2017						
Aug-17						
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SUMMER 2016	
M 24 - J 17	Summer 4-wk Intercession classes
May 30	Holiday - Memorial Day
Jun 20	Summer 6-and 8-wk sessions begin
Jul 4	Holiday - Independence Day
Aug 1	6-wk session ends
Aug 15	8-wk session ends
Aug 18	Summer grade rosters due

FALL 2016	
Aug 18	Part-time Faculty Plenary
Aug 19	Faculty Plenary
Aug 22	Fall semester/Fast Track 1 begins
Aug 27	Fall Saturday classes begin
Sep 5	Holiday - Labor Day
Sep 6	Census Date
Oct 15	Fast Track 1 ends
Oct 17	Fast Track 2 begins
Nov 11	Holiday - Veterans' Day
Nov 12	Non-Instructional Day
Nov 21-23	Non-Instructional Days
Nov 24-25	Holiday - Thanksgiving
Nov 26	Non-Instructional Day
Dec 17	Fall semester/Fast Track 2 ends
Dec 21	Fall grade rosters due
Dec 26	Holiday - Christmas (observed)
Jan 2	Holiday - New Year's Day (observed)

SPRING 2017	
Jan 3 - 27	Winter Intercession
Jan 16	Holiday - Martin Luther King Jr Day
Jan 26	Part-time Faculty Plenary
Jan 30	Spring semester/Fast Track 1 begins
Feb 4	Spring Saturday classes begin
Feb 13	Census Date
Feb 17	Holiday - Lincoln's Day
Feb 18	Non-Instructional Day
Feb 20	Holiday - Washington's Day
Mar 25	Fast Track 1 ends
M27 - A1	Spring Break
Apr 3	Fast Track 2 begins
May 26	Commencement
May 27	Spring semester/Fast Track 2 ends
May 29	Holiday - Memorial Day
Jun 1	Spring grade rosters due

SUMMER 2017	
M 30 - J23	4 Week Intercession
Jun 26	Summer 6 and 8 week begins
Jul 4	Holiday - Independence Day
Aug 7	6-wk session ends
Aug 10	Summer grade rosters due
Aug 18	8-wk session ends

FALL 2016 SEMESTER MEETING DAYS						
M	T	W	TH	F	S	
15	16	16	16	15	15	
SPRING 2017 SEMESTER MEETING DAYS						
M	T	W	TH	F	S	
15	16	16	16	15	15	

LEGEND			
◇	Faculty Plenary		
→	Semester Begins		
△	Spring Recess		
○	Last Class		
■	Instructional Days		
■	Classes not in session		
■	Holidays		
■	Intercession		
	Pr/Ints	Flex Days	Total
Fall	93	4	97
Spring	93	3	96

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2017-2020**

This College and Career Access Pathways Partnership Agreement (CCAP) (hereinafter referred to as "Agreement") is between Palomar Community College District (hereinafter referred to as "PALOMAR") and Fallbrook Union High School District (hereinafter referred to as "SCHOOL DISTRICT").

WHEREAS, the mission of PALOMAR includes providing educational programs and services that are responsive to the needs of the students and communities within the Palomar Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students who do not complete college credit while enrolled in high school; and

WHEREAS, Education Code § 76004(a) mandates that the AB 288 CCAP Partnership Agreement shall be for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school students achieve college and career readiness; and

WHEREAS, Education Code § 76004(d) requires that PALOMAR shall not provide physical education course opportunities to high school students as a part of a AB 288 CCAP Partnership Agreement or any other course opportunities that do not assist in the attainment of at least one of the aforementioned goals; and

WHEREAS, PALOMAR may limit enrollment in a community college course solely to eligible high school students if the college course is offered at a high school campus during the regular school day, or immediately before or after school, and the college course is offered pursuant to the AB 288 CCAP Partnership Agreement; and

WHEREAS, for the purposes of this Agreement, dual enrollment is defined as a PALOMAR instructor (herein referred to as instructor), approved through PALOMAR'S minimum qualifications processes and hired using the established Palomar College faculty hiring practices and department policies, teaching the college course on the SCHOOL DISTRICT campus location(s), to SCHOOL DISTRICT students in a closed campus setting.

NOW THEREFORE, PALOMAR and SCHOOL DISTRICT agree as follows:

1. TERMS OF AGREEMENT

1.1. The term of this Agreement shall be for three years, beginning on 7/01/2017 and

ending on June 30, 2020, and requires renewal every three years by July 1, unless otherwise terminated in accordance with Section 14 (Cancellation and Termination) of this Agreement.

- 1.2. This Agreement outlines the terms of the CCAP. Education Code § 76004(c)(1) requires that this Agreement shall specify additional details regarding, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students (FTES) projected to be claimed by PALOMAR for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of students to benefit from those courses. This Agreement shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school students to enroll in community college courses.
- 1.3. Appendix A in this Agreement shall identify a point of contact for PALOMAR and SCHOOL DISTRICT as required by Education Code § 76004(c)(2).
- 1.4. Education Code § 76004(c)(3) requires that a copy of this Agreement shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership.
- 1.5. Education Code § 76004(b) requires that the governing board of each district (PALOMAR and SCHOOL DISTRICT, at an open public meeting of that board, shall present the CCAP as an informational item, and, in a subsequent public meeting of that board, take comments from the public and approve or disapprove the proposed Agreement.
- 1.6. All PALOMAR courses offered at the SCHOOL DISTRICT must be approved in accordance with the policies and guidelines of PALOMAR and applicable laws.

2. CERTIFICATIONS

- 2.1. This Agreement certifies that any PALOMAR instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code § 87010 or as amended, or any controlled substance offense as defined in Education Code § 87011 or as amended.
- 2.2. This Agreement certifies that any community college instructor teaching a course at the SCHOOL DISTRICT has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher.
- 2.3. This Agreement certifies that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at the SCHOOL DISTRICT has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

- 2.4. Education Code § 76004(k) mandates that PALOMAR certify the following:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at PALOMAR.
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement.
 - This Agreement is consistent with the core mission of PALOMAR pursuant to Education Code § 66010.4, and ensures that students participating in this Agreement will not lead to displacement of otherwise eligible adults at PALOMAR.
- 2.5. Per Education Code § 76004(n), any remedial (PALOMAR) course taught by PALOMAR instructors at the SCHOOL DISTRICT shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT.
- 2.6. Remediation courses as an intervention in the students' junior or senior year to ensure that the students are prepared for college-level work upon graduation shall involve collaborative effort between the SCHOOL DISTRICT and PALOMAR.
- 2.7. Education Code § 76004(l) mandates that the SCHOOL DISTRICT and PALOMAR comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the instructor teaching a CCAP Agreement course offered for high school credit. The faculty are hired using the established Palomar College faculty hiring practices and departmental policies.

3. RESPONSIBILITIES OF EACH PARTY

- 3.1. Education Code § 76004(c)(2) requires that PALOMAR shall appoint a point of contact, to be specified in Appendix A of this Agreement, who will facilitate coordination and cooperation between PALOMAR and SCHOOL DISTRICT in conformity with PALOMAR policies and standards.
- 3.2. Education Code § 76004(c)(2) requires that the SCHOOL DISTRICT shall appoint a point of contact, to be specified in Appendix A of this Agreement, who will facilitate coordination and cooperation between SCHOOL DISTRICT and PALOMAR in conformity with SCHOOL DISTRICT policies and standards.
- 3.3. Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records, subject to federal and state privacy statutes.
- 3.4. Permanent records of student enrollment, attendance, grades and achievement will be maintained by PALOMAR for students who enroll in a course offered as part of this

Agreement. Permanent records of student attendance, grades and achievement for SCHOOL DISTRICT students shall be maintained by SCHOOL DISTRICT.

3.5. Education Code § 76004(t)(1) requires that an annual report be submitted to the California Community Colleges Chancellor's Office by PALOMAR and SCHOOL DISTRICT on the following information as specified in Appendix B of this agreement:

- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- The total number of community college courses enrolled in by CCAP students by course category and type, and by school site.
- The total number and percentage of successful course completions of CCAP students by course category and type, and by school site.
- The total number of FTES generated by CCAP students.

3.6. The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a PALOMAR course offered as part of this Agreement will be specified in Appendix B. Costs will be approved by the SCHOOL DISTRICT prior to offering the courses.

3.7. PALOMAR will provide SCHOOL DISTRICT personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this Agreement, including conducting appropriate student placement, outreach/recruitment activities, and compliance with PALOMAR policy and procedures and academic standards.

3.8. The SCHOOL DISTRICT shall certify that students participating in this Agreement shall have no less than 240 instructional minutes required to complete a minimum school day as pursuant to Education Code § 46141. Per Education Code § 46146(b), the minimum school day for a special part-time student as is 180 minutes. Per Education Code § 46146(c), students scheduled for 180 minutes generate a maximum of three-quarters of a minimum school day.

3.9. PALOMAR will be the employer of record for purposes of assignment monitoring and reporting to the county office of education for PALOMAR employees.

4. CCAP AGREEMENT COURSES

4.1. A list of courses offered as part of a CCAP Agreement either at PALOMAR or SCHOOL DISTRICT shall be jointly reviewed and approved for offering at the SCHOOL DISTRICT. The course outline of record is determined and reviewed by Palomar College faculty via the curriculum procedure at Palomar College.

- 4.2. PALOMAR is responsible for all college courses and educational programs offered as part of this Agreement, whether or not the course and educational program is offered on site at the SCHOOL DISTRICT or at PALOMAR.
- 4.3. The scope, nature, time, location, and listing of courses offered by PALOMAR shall be recorded in Appendix B of this Agreement.
- 4.4. PALOMAR will limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day, or immediately before or after school, and the community college course is offered pursuant to a CCAP Agreement per Education Code § 76004(o)(1).
- 4.5. Per Education Code § 76004(d), PALOMAR shall not provide, as a part of this CCAP or dual enrollment agreement, physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 4.6. Degree and certificate programs included in this CCAP agreement must be approved by the California Community College Chancellor's Office, and courses that make up the programs must be part of the approved programs, unless PALOMAR has received delegated authority to approve those courses separately.
- 4.7. Courses offered as part of this Agreement at the SCHOOL DISTRICT shall be listed in PALOMAR's catalog with the same department designations, course descriptions, numbers, titles, and credits. Courses offered as part of this Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated PALOMAR academic department.
- 4.8. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to PALOMAR.
- 4.9. Courses offered as part of this Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on PALOMAR's campus and shall be in compliance with PALOMAR's academic standards.

5. PARTICIPATING STUDENTS

- 5.1. SCHOOL DISTRICT shall determine the ability of students to benefit from courses in this Agreement. Criteria shall be based on academic readiness and the alignment of course content to student learning, educational goals, and career goals.
- 5.2. Eligible students may include underachieving students, those from groups underrepresented in higher education, those seeking a career technical education

credential or certificate, those who may not already be college bound, and those who are seeking advanced studies while in high school.

- 5.3. High school students enrolled at a community college as special part-time students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per as long as the units constitute no more than four community college courses per term, are part of an academic program that is part of this Agreement, and are designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed Code § 76004(p)).
- 5.4. High school students enrolled in courses offered through this Agreement classified as a special part-time (PALOMAR) student shall be exempt from community college fee requirements including student representation fee, nonresident tuition fees, transcript fees, course enrollment fees, apprenticeship course fees, and child development center fees. (Ed Code § 76004(q)).
- 5.5. High school students enrolled in a course offered through this Agreement shall not be assessed any fee that is prohibited by Education Code § 49010, including textbooks, supplies, materials, and equipment needed to participate in the course.
- 5.6. Students enrolled in PALOMAR courses offered as part of this Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement, grading, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (Exhibit “A” Student Code of Conduct), as those expected of students in courses taught on the PALOMAR campus.
- 5.7. Students enrolled in PALOMAR courses must follow PALOMAR’s process when requesting an official PALOMAR transcript.
- 5.8. Students enrolled in courses offered as part of this Agreement will be directed to the official PALOMAR catalog for information regarding applicable policies and procedures.
- 5.9. Students enrolled in courses offered as part of this Agreement are responsible for adhering to drop dates and deadlines for enrollment and registration.

6. ENROLLMENT AND REGISTRATION

- 6.1. Enrollment and registration procedures for students participating in this Agreement shall be in compliance with guidelines set forth in applicable law and PALOMAR policy. Students are responsible for adhering to the dates and deadlines in Enrollment Services.
- 6.2. Per Education Code § 76004(g), PALOMAR shall assign priority course registration to a student seeking to enroll in a community college course in this Agreement that is equivalent to the priority assigned to a student attending middle college high school as

described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001(e).

- 6.3. Registration shall be open to all eligible SCHOOL DISTRICT students as part of this Agreement who have been admitted to PALOMAR and who have met all applicable prerequisites. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through this Agreement will be determined by PALOMAR and shall be in compliance with applicable law and PALOMAR policy.
- 6.4. PALOMAR will be responsible for processing student applications and will provide the necessary enrollment and registration forms and procedure.
- 6.5. PALOMAR and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment and registration requirements. Successful enrollment and registration requires that each participating student complete PALOMAR'S application for admission and K-12 Special Admission Approval form requiring parental consent for students to enroll in courses. SCHOOL DISTRICT, parent, and student signatures are required on the K-12 Special Admission Approval form.
- 6.6. Students who withdraw from courses offered as part of this Agreement will not receive college credit. Students must comply with and submit all appropriate information and paperwork by published deadlines. Transcripts will be annotated according to PALOMAR policy.
- 6.7. A course dropped by PALOMAR's "no notation" deadline, before the first 20% of the course, will not appear on the SCHOOL DISTRICT or PALOMAR transcript. Courses dropped after the no notation deadline will result in a "W" on the PALOMAR transcript.
- 6.8. Grades earned by students enrolled in courses offered as part of this Agreement will be posted on the official PALOMAR transcript. Students may submit a request for Pass/No Pass grading by the first 30% of the course. Students are advised to meet with a college counselor for information on Pass/No Pass grading.

7. STUDENT SUPPORT SERVICES

- 7.1. SCHOOL DISTRICT personnel, working in consultation with PALOMAR Disability Resource Center (DRC) counselors, will identify accommodations for students with Individual Education Plans or 504 plans participating in this Agreement. SCHOOL DISTRICT will communicate accommodations to instructors participating in this agreement. SCHOOL DISTRICT and PALOMAR will mutually agree upon protocol for facilitation of accommodations.

- 7.2. Both PALOMAR and SCHOOL DISTRICT will ensure that ancillary and support services, such as counseling and guidance, placement services, and tutoring, are provided for students.

8. INSTRUCTORS

- 8.1. As set forth in Title 5, CCR § 53410, all instructors teaching PALOMAR courses offered as part of this Agreement must meet the minimum qualifications for instruction in a California community college and as listed with PALOMAR Human Resource Services and hired using the established Palomar College faculty hiring practices and department policies.
- 8.2. Instructors teaching PALOMAR courses offered as part of this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 8.3. Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with PALOMAR guidelines, policies, pertinent statutes, and regulations.
- 8.4. Instructors will be provided course outlines of record, curriculum materials, testing and grading procedures, and instructor orientations as provided to hourly on-campus instructors.
- 8.5. Instructors must teach the college course in a manner consistent with the approved course outline of record from PALOMAR. Students shall be held to the same standards of achievement, grading standards, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (Exhibit “A” Student Code of Conduct), as those expected of students in courses taught on the PALOMAR campus.
- 8.6. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this Agreement and submit for approval to SCHOOL DISTRICT. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students per Education Code § 49011.
- 8.7. PALOMAR instructors are not required to provide fundamental modifications to a course for students participating in this Agreement with Individual Education Plans or 504 plans. SCHOOL DISTRICT will communicate accommodations to instructors participating in this agreement.
- 8.8. Instructors will be evaluated by Palomar College faculty as outlined in Article 17 of Palomar College’s collective bargaining agreement (Exhibit “B” Article 17, Collective Bargaining Agreement).

- 8.9. Instructors will have academic freedom rights as outlined by Article 3 of Palomar College's collective bargaining agreement (Exhibit "C" Article 3, Collective Bargaining Agreement).

9. FACILITIES

- 9.1. The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon locations, for instruction and do so without charge to PALOMAR or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 9.2. Palomar facilities may be used subject to mutual agreement by the parties, as expressed in Appendix B of this Agreement.
- 9.3. For locations outside the geographical boundaries of PALOMAR, PALOMAR will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.

10. STATE APPORTIONMENT

- 10.1. PALOMAR certifies that it does not receive full compensation from any public or private agency, individual, or group for the direct education costs for the courses offered as part of this Agreement.
- 10.2. The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this Agreement are not being fully funded through other sources.
- 10.3. Education Code § 76004(r) mandates that a district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. The SCHOOL DISTRICT agrees and acknowledges that PALOMAR will claim apportionment for the students enrolled in courses under this Agreement.
- 10.4. PALOMAR shall include the students enrolled in a CCAP Agreement course in its report of FTES for purposes of receiving state apportionments when the course complies with current requirements for dual enrollment under applicable California law.
- 10.5. Education Code § 76004(o)(2) mandates that a community college district conducting a closed course on a high school campus shall be credited with those units of FTES attributable to the attendance of eligible high school students for purposes of allowances and apportionments from Section B of the State School Fund.

- 10.6. Per Education Code § 76004(s), the attendance of a high school student at PALOMAR as a special part-time or full-time student pursuant to this section is authorized attendance for which PALOMAR shall be credited or reimbursed pursuant to Education Code §§ 48802 or 76002, provided that the SCHOOL DISTRICT has not received reimbursement for the same instructional activity.
- 10.7. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement shall continue to apply, including as prescribed by Title 5 Regulations, CCR § 58003.1 et seq., 58020 et seq., 58030, and 59020 et seq.

11. INDEMNIFICATION

- 11.1. The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless PALOMAR and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives
- 11.2. PALOMAR agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments arising out of PALOMAR'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of PALOMAR, its officers, employees, independent contractors, subcontractors, agents and other representatives.

12. INSURANCE

- 12.1. PALOMAR shall carry public liability insurance. Insurance covers faculty members and staff of PALOMAR with limits of Professional Liability \$1,000,000/\$3,000,000, paying up to \$1,000,000 for each claim up to a total of \$3,000,000 in any one year during assignment on SCHOOL DISTRICT'S premises. Upon execution of this agreement between the respective parties, and prior to placing any students, PALOMAR shall provide SCHOOL DISTRICT with certificate of insurance evidencing coverage, which shall name SCHOOL DISTRICT as an additional insured.
- 12.2. PALOMAR shall carry Workers' Compensation Insurance equal to that carried with the State Compensation Insurance Fund and shall cover faculty and staff of PALOMAR during assignment at SCHOOL DISTRICT's premises. Upon execution of this agreement between the respective parties, and prior to placing any students,

PALOMAR shall provide SCHOOL DISTRICT with certificate of insurance evidencing coverage.

12.3. PALOMAR shall defend, indemnify and hold SCHOOL DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PALOMAR, its officers, agents, or employees while on SCHOOL DISTRICT premises. SCHOOL DISTRICT shall defend, indemnify and hold PALOMAR, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL DISTRICT, its officers, agents, or employees while PALOMAR instructors, students and staff are on SCHOOL DISTRICT premises.

13. NON-DISCRIMINATION

13.1. Neither the SCHOOL DISTRICT nor PALOMAR shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California or federal law.

14. CANCELLATION AND TERMINATION

14.1. Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by March 1 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Appendix A of this Agreement.

15. INTEGRATION

15.1. This Agreement sets forth the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement.

16. MODIFICATION

16.1. No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the parties.

17. SEVERABILITY

17.1. This Agreement shall be considered severable, such that, if any provision or part of this Agreement is ever held invalid under any law or ruling, that provision or part of this Agreement shall be unenforceable, and all other provisions or parts shall remain in full force and effect.

18. COUNTERPARTS

18.1. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

SCHOOL DISTRICT:



Jose F. Iniguez
Assistant Superintendent
Educational Services

6/26/17

Date

PALOMAR:

Ron E. Ballesteros-Perez
Assistant Superintendent/Vice President
Finance & Administrative Services

Date

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2017-2020**

This College and Career Access Pathways Partnership Agreement (CCAP) (hereinafter referred to as "Agreement") is between Palomar Community College District (hereinafter referred to as "PALOMAR") and Valley Center-Pauma Unified School District (hereinafter referred to as "SCHOOL DISTRICT").

WHEREAS, the mission of PALOMAR includes providing educational programs and services that are responsive to the needs of the students and communities within the Palomar Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students who do not complete college credit while enrolled in high school; and

WHEREAS, Education Code § 76004(a) mandates that the AB 288 CCAP Partnership Agreement shall be for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school students achieve college and career readiness; and

WHEREAS, Education Code § 76004(d) requires that PALOMAR shall not provide physical education course opportunities to high school students as a part of a AB 288 CCAP Partnership Agreement or any other course opportunities that do not assist in the attainment of at least one of the aforementioned goals; and

WHEREAS, PALOMAR may limit enrollment in a community college course solely to eligible high school students if the college course is offered at a high school campus during the regular school day, or immediately before or after school, and the college course is offered pursuant to the AB 288 CCAP Partnership Agreement; and

WHEREAS, for the purposes of this Agreement, dual enrollment is defined as a PALOMAR instructor (herein referred to as instructor), approved through PALOMAR'S minimum qualifications processes and hired using the established Palomar College faculty hiring practices and department policies, teaching the college course on the SCHOOL DISTRICT campus location(s), to SCHOOL DISTRICT students in a closed campus setting.

NOW THEREFORE, PALOMAR and SCHOOL DISTRICT agree as follows:

1. TERMS OF AGREEMENT

1.1. The term of this Agreement shall be for three years, beginning on July 1, 2017 and

ending on June 30, 2020, and requires renewal every three years by July 1, unless otherwise terminated in accordance with Section 14 (Cancellation and Termination) of this Agreement.

- 1.2. This Agreement outlines the terms of the CCAP. Education Code § 76004(c)(1) requires that this Agreement shall specify additional details regarding, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students (FTES) projected to be claimed by PALOMAR for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of students to benefit from those courses. This Agreement shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school students to enroll in community college courses.
- 1.3. Appendix A in this Agreement shall identify a point of contact for PALOMAR and SCHOOL DISTRICT as required by Education Code § 76004(c)(2).
- 1.4. Education Code § 76004(c)(3) requires that a copy of this Agreement shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership.
- 1.5. Education Code § 76004(b) requires that the governing board of each district (PALOMAR and SCHOOL DISTRICT), at an open public meeting of that board, shall present the CCAP as an informational item, and, in a subsequent public meeting of that board, take comments from the public and approve or disapprove the proposed Agreement.
- 1.6. All PALOMAR courses offered at the SCHOOL DISTRICT must be approved in accordance with the policies and guidelines of PALOMAR and applicable laws.

2. CERTIFICATIONS

- 2.1. This Agreement certifies that any PALOMAR instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code § 87010 or as amended, or any controlled substance offense as defined in Education Code § 87011 or as amended.
- 2.2. This Agreement certifies that any community college instructor teaching a course at the SCHOOL DISTRICT has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher.
- 2.3. This Agreement certifies that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at the SCHOOL DISTRICT has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

- 2.4. Education Code § 76004(k) mandates that PALOMAR certify the following:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at PALOMAR.
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement.
 - This Agreement is consistent with the core mission of PALOMAR pursuant to Education Code § 66010.4, and ensures that students participating in this Agreement will not lead to displacement of otherwise eligible adults at PALOMAR.
- 2.5. Per Education Code § 76004(n), any remedial (PALOMAR) course taught by PALOMAR instructors at the SCHOOL DISTRICT shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT.
- 2.6. Remediation courses as an intervention in the students' junior or senior year to ensure that the students are prepared for college-level work upon graduation shall involve collaborative effort between the SCHOOL DISTRICT and PALOMAR.
- 2.7. Education Code § 76004(l) mandates that the SCHOOL DISTRICT and PALOMAR comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the instructor teaching a CCAP Agreement course offered for high school credit. The faculty are hired using the established Palomar College faculty hiring practices and departmental policies.

3. RESPONSIBILITIES OF EACH PARTY

- 3.1. Education Code § 76004(c)(2) requires that PALOMAR shall appoint a point of contact, to be specified in Appendix A of this Agreement, who will facilitate coordination and cooperation between PALOMAR and SCHOOL DISTRICT in conformity with PALOMAR policies and standards.
- 3.2. Education Code § 76004(c)(2) requires that the SCHOOL DISTRICT shall appoint a point of contact, to be specified in Appendix A of this Agreement, who will facilitate coordination and cooperation between SCHOOL DISTRICT and PALOMAR in conformity with SCHOOL DISTRICT policies and standards.
- 3.3. Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records, subject to federal and state privacy statutes.
- 3.4. Permanent records of student enrollment, attendance, grades and achievement will be maintained by PALOMAR for students who enroll in a course offered as part of this

Agreement. Permanent records of student attendance, grades and achievement for SCHOOL DISTRICT students shall be maintained by SCHOOL DISTRICT.

3.5. Education Code § 76004(t)(1) requires that an annual report be submitted to the California Community Colleges Chancellor's Office by PALOMAR and SCHOOL DISTRICT on the following information as specified in Appendix B of this agreement:

- **The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.**
- **The total number of community college courses enrolled in by CCAP students by course category and type, and by school site.**
- **The total number and percentage of successful course completions of CCAP students by course category and type, and by school site.**
- **The total number of FTES generated by CCAP students.**

3.6. The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a PALOMAR course offered as part of this Agreement will be specified in Appendix B. Costs will be approved by the SCHOOL DISTRICT prior to offering the courses.

3.7. PALOMAR will provide SCHOOL DISTRICT personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this Agreement, including conducting appropriate student placement, outreach/recruitment activities, and compliance with PALOMAR policy and procedures and academic standards.

3.8. The SCHOOL DISTRICT shall certify that students participating in this Agreement shall have no less than 240 instructional minutes required to complete a minimum school day as pursuant to Education Code § 46141. Per Education Code § 46146(b), the minimum school day for a special part-time student as is 180 minutes. Per Education Code § 46146(c), students scheduled for 180 minutes generate a maximum of three-quarters of a minimum school day.

3.9. PALOMAR will be the employer of record for purposes of assignment monitoring and reporting to the county office of education for PALOMAR employees.

4. CCAP AGREEMENT COURSES

4.1. A list of courses offered as part of a CCAP Agreement either at PALOMAR or SCHOOL DISTRICT shall be jointly reviewed and approved for offering at the SCHOOL DISTRICT. The course outline of record is determined and reviewed by Palomar College faculty via the curriculum procedure at Palomar College.

- 4.2. PALOMAR is responsible for all college courses and educational programs offered as part of this Agreement, whether or not the course and educational program is offered on site at the SCHOOL DISTRICT or at PALOMAR.
- 4.3. The scope, nature, time, location, and listing of courses offered by PALOMAR shall be recorded in Appendix B of this Agreement.
- 4.4. PALOMAR will limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day, or immediately before or after school, and the community college course is offered pursuant to a CCAP Agreement per Education Code § 76004(o)(1).
- 4.5. Per Education Code § 76004(d), PALOMAR shall not provide, as a part of this CCAP or dual enrollment agreement, physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 4.6. Degree and certificate programs included in this CCAP agreement must be approved by the California Community College Chancellor's Office, and courses that make up the programs must be part of the approved programs, unless PALOMAR has received delegated authority to approve those courses separately.
- 4.7. Courses offered as part of this Agreement at the SCHOOL DISTRICT shall be listed in PALOMAR's catalog with the same department designations, course descriptions, numbers, titles, and credits. Courses offered as part of this Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated PALOMAR academic department.
- 4.8. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to PALOMAR.
- 4.9. Courses offered as part of this Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on PALOMAR's campus and shall be in compliance with PALOMAR's academic standards.

5. PARTICIPATING STUDENTS

- 5.1. SCHOOL DISTRICT shall determine the ability of students to benefit from courses in this Agreement. Criteria shall be based on academic readiness and the alignment of course content to student learning, educational goals, and career goals.

- 5.2. Eligible students may include underachieving students, those from groups underrepresented in higher education, those seeking a career technical education credential or certificate, those who may not already be college bound, and those who are seeking advanced studies while in high school.
- 5.3. High school students enrolled at a community college as special part-time students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per as long as the units constitute no more than four community college courses per term, are part of an academic program that is part of this Agreement, and are designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed Code § 76004(p)).
- 5.4. High school students enrolled in courses offered through this Agreement classified as a special part-time (PALOMAR) student shall be exempt from community college fee requirements including student representation fee, nonresident tuition fees, transcript fees, course enrollment fees, apprenticeship course fees, and child development center fees. (Ed Code § 76004(q)).
- 5.5. High school students enrolled in a course offered through this Agreement shall not be assessed any fee that is prohibited by Education Code § 49010, including textbooks, supplies, materials, and equipment needed to participate in the course.
- 5.6. Students enrolled in PALOMAR courses offered as part of this Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement, grading, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (Exhibit “A” Student Code of Conduct), as those expected of students in courses taught on the PALOMAR campus.
- 5.7. Students enrolled in PALOMAR courses must follow PALOMAR’s process when requesting an official PALOMAR transcript.
- 5.8. Students enrolled in courses offered as part of this Agreement will be directed to the official PALOMAR catalog for information regarding applicable policies and procedures.
- 5.9. Students enrolled in courses offered as part of this Agreement are responsible for adhering to drop dates and deadlines for enrollment and registration.

6. ENROLLMENT AND REGISTRATION

- 6.1. Enrollment and registration procedures for students participating in this Agreement shall be in compliance with guidelines set forth in applicable law and PALOMAR policy. Students are responsible for adhering to the dates and deadlines in Enrollment Services.

- 6.2. Per Education Code § 76004(g), PALOMAR shall assign priority course registration to a student seeking to enroll in a community college course in this Agreement that is equivalent to the priority assigned to a student attending middle college high school as described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001(e).
- 6.3. Registration shall be open to all eligible SCHOOL DISTRICT students as part of this Agreement who have been admitted to PALOMAR and who have met all applicable prerequisites. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through this Agreement will be determined by PALOMAR and shall be in compliance with applicable law and PALOMAR policy.
- 6.4. PALOMAR will be responsible for processing student applications and will provide the necessary enrollment and registration forms and procedure.
- 6.5. PALOMAR and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment and registration requirements. Successful enrollment and registration requires that each participating student complete PALOMAR'S application for admission and K-12 Special Admission Approval form requiring parental consent for students to enroll in courses. SCHOOL DISTRICT, parent, and student signatures are required on the K-12 Special Admission Approval form.
- 6.6. Students who withdraw from courses offered as part of this Agreement will not receive college credit. Students must comply with and submit all appropriate information and paperwork by published deadlines. Transcripts will be annotated according to PALOMAR policy.
- 6.7. A course dropped by PALOMAR's "no notation" deadline, before the first 20% of the course, will not appear on the SCHOOL DISTRICT or PALOMAR transcript. Courses dropped after the no notation deadline will result in a "W" on the PALOMAR transcript.
- 6.8. Grades earned by students enrolled in courses offered as part of this Agreement will be posted on the official PALOMAR transcript. Students may submit a request for Pass/No Pass grading by the first 30% of the course. Students are advised to meet with a college counselor for information on Pass/No Pass grading.

7. STUDENT SUPPORT SERVICES

- 7.1. SCHOOL DISTRICT personnel, working in consultation with PALOMAR Disability Resource Center (DRC) counselors, will identify accommodations for students with Individual Education Plans or 504 plans participating in this Agreement. SCHOOL DISTRICT will communicate accommodations to instructors participating in this agreement. SCHOOL DISTRICT and PALOMAR will mutually agree upon protocol for facilitation of accommodations.

- 7.2. Both PALOMAR and SCHOOL DISTRICT will ensure that ancillary and support services, such as counseling and guidance, placement services, and tutoring, are provided for students.

8. INSTRUCTORS

- 8.1. As set forth in Title 5, CCR § 53410, all instructors teaching PALOMAR courses offered as part of this Agreement must meet the minimum qualifications for instruction in a California community college and as listed with PALOMAR Human Resource Services and hired using the established Palomar College faculty hiring practices and department policies.
- 8.2. Instructors teaching PALOMAR courses offered as part of this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 8.3. Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with PALOMAR guidelines, policies, pertinent statutes, and regulations.
- 8.4. Instructors will be provided course outlines of record, curriculum materials, testing and grading procedures, and instructor orientations as provided to hourly on-campus instructors.
- 8.5. Instructors must teach the college course in a manner consistent with the approved course outline of record from PALOMAR. Students shall be held to the same standards of achievement, grading standards, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (Exhibit "A" Student Code of Conduct), as those expected of students in courses taught on the PALOMAR campus.
- 8.6. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this Agreement and submit for approval to SCHOOL DISTRICT. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students per Education Code § 49011.
- 8.7. PALOMAR instructors are not required to provide fundamental modifications to a course for students participating in this Agreement with Individual Education Plans or 504 plans. SCHOOL DISTRICT will communicate accommodations to instructors participating in this agreement.
- 8.8. Instructors will be evaluated by Palomar College faculty as outlined in Article 17 of Palomar College's collective bargaining agreement (Exhibit "B" Article 17, Collective

Bargaining Agreement).

- 8.9. Instructors will have academic freedom rights as outlined by Article 3 of Palomar College's collective bargaining agreement (Exhibit "C" Article 3, Collective Bargaining Agreement).

9. FACILITIES

- 9.1. The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon locations, for instruction and do so without charge to PALOMAR or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 9.2. Palomar facilities may be used subject to mutual agreement by the parties, as expressed in Appendix B of this Agreement.
- 9.3. For locations outside the geographical boundaries of PALOMAR, PALOMAR will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.

10. STATE APPORTIONMENT

- 10.1. PALOMAR certifies that it does not receive full compensation from any public or private agency, individual, or group for the direct education costs for the courses offered as part of this Agreement.
- 10.2. The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this Agreement are not being fully funded through other sources.
- 10.3. Education Code § 76004(r) mandates that a district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. The SCHOOL DISTRICT agrees and acknowledges that PALOMAR will claim apportionment for the students enrolled in courses under this Agreement.
- 10.4. PALOMAR shall include the students enrolled in a CCAP Agreement course in its report of FTES for purposes of receiving state apportionments when the course complies with current requirements for dual enrollment under applicable California law.
- 10.5. Education Code § 76004(o)(2) mandates that a community college district conducting a closed course on a high school campus shall be credited with those units of FTES attributable to the attendance of eligible high school students for purposes of allowances and apportionments from Section B of the State School Fund.

- 10.6. Per Education Code § 76004(s), the attendance of a high school student at PALOMAR as a special part-time or full-time student pursuant to this section is authorized attendance for which PALOMAR shall be credited or reimbursed pursuant to Education Code §§ 48802 or 76002, provided that the SCHOOL DISTRICT has not received reimbursement for the same instructional activity.
- 10.7. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement shall continue to apply, including as prescribed by Title 5 Regulations, CCR § § 58003.1 et seq., 58020 et seq., 58030, and 59020 et seq.

11. INDEMNIFICATION

- 11.1. The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless PALOMAR and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives
- 11.2. PALOMAR agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments arising out of PALOMAR'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of PALOMAR, its officers, employees, independent contractors, subcontractors, agents and other representatives.

12. INSURANCE

- 12.1. PALOMAR shall carry public liability insurance. Insurance covers faculty members and staff of PALOMAR with limits of Professional Liability \$1,000,000/\$3,000,000, paying up to \$1,000,000 for each claim up to a total of \$3,000,000 in any one year during assignment on SCHOOL DISTRICT'S premises. Upon execution of this agreement between the respective parties, and prior to placing any students, PALOMAR shall provide SCHOOL DISTRICT with certificate of insurance evidencing coverage, which shall name SCHOOL DISTRICT as an additional insured.
- 12.2. PALOMAR shall carry Workers' Compensation Insurance equal to that carried with the State Compensation Insurance Fund and shall cover faculty and staff of PALOMAR during assignment at SCHOOL DISTRICT's premises. Upon execution of this agreement between the respective parties, and prior to placing any students,

PALOMAR shall provide SCHOOL DISTRICT with certificate of insurance evidencing coverage.

13. NON-DISCRIMINATION

13.1. Neither the SCHOOL DISTRICT nor PALOMAR shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California or federal law.

14. CANCELLATION AND TERMINATION

14.1. Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by March 1 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Appendix A of this Agreement.

15. INTEGRATION

15.1. This Agreement sets forth the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement.

16. MODIFICATION

16.1. No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the parties.

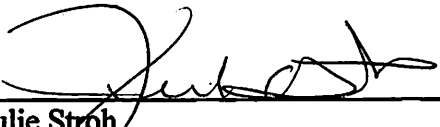
17. SEVERABILITY

17.1. This Agreement shall be considered severable, such that, if any provision or part of this Agreement is ever held invalid under any law or ruling, that provision or part of this Agreement shall be unenforceable, and all other provisions or parts shall remain in full force and effect.

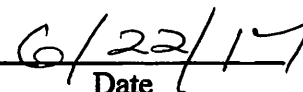
18. COUNTERPARTS

18.1. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

SCHOOL DISTRICT:



Julie Stroh
Clerk
Valley Center – Pauma Unified School Board



Date

PALOMAR:

Ron E. Ballesteros-Perez
Assistant Superintendent/Vice President
Finance & Administrative Services

Date

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2017-2020**

This College and Career Access Pathways Partnership Agreement (CCAP) (hereinafter referred to as “Agreement”) is between Palomar Community College District (hereinafter referred to as “PALOMAR”) and Bonsall Unified School District (hereinafter referred to as “SCHOOL DISTRICT”).

WHEREAS, the mission of PALOMAR includes providing educational programs and services that are responsive to the needs of the students and communities within the Palomar Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students who do not complete college credit while enrolled in high school; and

WHEREAS, Education Code § 76004(a) mandates that the AB 288 CCAP Partnership Agreement shall be for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school students achieve college and career readiness; and

WHEREAS, Education Code § 76004(d) requires that PALOMAR shall not provide physical education course opportunities to high school students as a part of a AB 288 CCAP Partnership Agreement or any other course opportunities that do not assist in the attainment of at least one of the aforementioned goals; and

WHEREAS, PALOMAR may limit enrollment in a community college course solely to eligible high school students if the college course is offered at a high school campus during the regular school day, or immediately before or after school, and the college course is offered pursuant to the AB 288 CCAP Partnership Agreement; and

WHEREAS, for the purposes of this Agreement, dual enrollment is defined as a PALOMAR instructor (herein referred to as instructor), approved through PALOMAR’S minimum qualifications processes and hired using the established Palomar College faculty hiring practices and department policies, teaching the college course on the SCHOOL DISTRICT campus location(s), to SCHOOL DISTRICT students in a closed campus setting.

NOW THEREFORE, PALOMAR and SCHOOL DISTRICT agree as follows:

1. TERMS OF AGREEMENT

1.1. The term of this Agreement shall be for three years, beginning on _____ and

ending on June 30, 2020, and requires renewal every three years by July 1, unless otherwise terminated in accordance with Section 14 (Cancellation and Termination) of this Agreement.

- 1.2. This Agreement outlines the terms of the CCAP. Education Code § 76004(c)(1) requires that this Agreement shall specify additional details regarding, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students (FTES) projected to be claimed by PALOMAR for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of students to benefit from those courses. This Agreement shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school students to enroll in community college courses.
- 1.3. Appendix A in this Agreement shall identify a point of contact for PALOMAR and SCHOOL DISTRICT as required by Education Code § 76004(c)(2).
- 1.4. Education Code § 76004(c)(3) requires that a copy of this Agreement shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership.
- 1.5. Education Code § 76004(b) requires that the governing board of each district (PALOMAR and SCHOOL DISTRICT), at an open public meeting of that board, shall present the CCAP as an informational item, and, in a subsequent public meeting of that board, take comments from the public and approve or disapprove the proposed Agreement.
- 1.6. All PALOMAR courses offered at the SCHOOL DISTRICT must be approved in accordance with the policies and guidelines of PALOMAR and applicable laws.

2. CERTIFICATIONS

- 2.1. This Agreement certifies that any PALOMAR instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code § 87010 or as amended, or any controlled substance offense as defined in Education Code § 87011 or as amended.
- 2.2. This Agreement certifies that any community college instructor teaching a course at the SCHOOL DISTRICT has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher.
- 2.3. This Agreement certifies that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at the SCHOOL DISTRICT has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

- 2.4. Education Code § 76004(k) mandates that PALOMAR certify the following:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at PALOMAR.
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement.
 - This Agreement is consistent with the core mission of PALOMAR pursuant to Education Code § 66010.4, and ensures that students participating in this Agreement will not lead to displacement of otherwise eligible adults at PALOMAR.
- 2.5. Per Education Code § 76004(n), any remedial (PALOMAR) course taught by PALOMAR instructors at the SCHOOL DISTRICT shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT.
- 2.6. Remediation courses as an intervention in the students' junior or senior year to ensure that the students are prepared for college-level work upon graduation shall involve collaborative effort between the SCHOOL DISTRICT and PALOMAR.
- 2.7. Education Code § 76004(l) mandates that the SCHOOL DISTRICT and PALOMAR comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the instructor teaching a CCAP Agreement course offered for high school credit. The faculty are hired using the established Palomar College faculty hiring practices and departmental policies.

3. RESPONSIBILITIES OF EACH PARTY

- 3.1. Education Code § 76004(c)(2) requires that PALOMAR shall appoint a point of contact, to be specified in Appendix A of this Agreement, who will facilitate coordination and cooperation between PALOMAR and SCHOOL DISTRICT in conformity with PALOMAR policies and standards.
- 3.2. Education Code § 76004(c)(2) requires that the SCHOOL DISTRICT shall appoint a point of contact, to be specified in Appendix A of this Agreement, who will facilitate coordination and cooperation between SCHOOL DISTRICT and PALOMAR in conformity with SCHOOL DISTRICT policies and standards.
- 3.3. Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records, subject to federal and state privacy statutes.
- 3.4. Permanent records of student enrollment, attendance, grades and achievement will be maintained by PALOMAR for students who enroll in a course offered as part of this

Agreement. Permanent records of student attendance, grades and achievement for SCHOOL DISTRICT students shall be maintained by SCHOOL DISTRICT.

- 3.5. Education Code § 76004(t)(1) requires that an annual report be submitted to the California Community Colleges Chancellor's Office by PALOMAR and SCHOOL DISTRICT on the following information as specified in Appendix B of this agreement:
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
 - The total number of community college courses enrolled in by CCAP students by course category and type, and by school site.
 - The total number and percentage of successful course completions of CCAP students by course category and type, and by school site.
 - The total number of FTES generated by CCAP students.
- 3.6. The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a PALOMAR course offered as part of this Agreement will be specified in Appendix B. Costs will be approved by the SCHOOL DISTRICT prior to offering the courses.
- 3.7. PALOMAR will provide SCHOOL DISTRICT personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this Agreement, including conducting appropriate student placement, outreach/recruitment activities, and compliance with PALOMAR policy and procedures and academic standards.
- 3.8. The SCHOOL DISTRICT shall certify that students participating in this Agreement shall have no less than 240 instructional minutes required to complete a minimum school day as pursuant to Education Code § 46141. Per Education Code § 46146(b), the minimum school day for a special part-time student as is 180 minutes. Per Education Code § 46146(c), students scheduled for 180 minutes generate a maximum of three-quarters of a minimum school day.
- 3.9. PALOMAR will be the employer of record for purposes of assignment monitoring and reporting to the county office of education for PALOMAR employees.

4. CCAP AGREEMENT COURSES

- 4.1. A list of courses offered as part of a CCAP Agreement either at PALOMAR or SCHOOL DISTRICT shall be jointly reviewed and approved for offering at the SCHOOL DISTRICT. The course outline of record is determined and reviewed by Palomar College faculty via the curriculum procedure at Palomar College.

- 4.2. PALOMAR is responsible for all college courses and educational programs offered as part of this Agreement, whether or not the course and educational program is offered on site at the SCHOOL DISTRICT or at PALOMAR.
- 4.3. The scope, nature, time, location, and listing of courses offered by PALOMAR shall be recorded in Appendix B of this Agreement.
- 4.4. PALOMAR will limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day, or immediately before or after school, and the community college course is offered pursuant to a CCAP Agreement per Education Code § 76004(o)(1).
- 4.5. Per Education Code § 76004(d), PALOMAR shall not provide, as a part of this CCAP or dual enrollment agreement, physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 4.6. Degree and certificate programs included in this CCAP agreement must be approved by the California Community College Chancellor's Office, and courses that make up the programs must be part of the approved programs, unless PALOMAR has received delegated authority to approve those courses separately.
- 4.7. Courses offered as part of this Agreement at the SCHOOL DISTRICT shall be listed in PALOMAR's catalog with the same department designations, course descriptions, numbers, titles, and credits. Courses offered as part of this Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated PALOMAR academic department.
- 4.8. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to PALOMAR.
- 4.9. Courses offered as part of this Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on PALOMAR's campus and shall be in compliance with PALOMAR's academic standards.

5. PARTICIPATING STUDENTS

- 5.1. SCHOOL DISTRICT shall determine the ability of students to benefit from courses in this Agreement. Criteria shall be based on academic readiness and the alignment of course content to student learning, educational goals, and career goals.

- 5.2. Eligible students may include underachieving students, those from groups underrepresented in higher education, those seeking a career technical education credential or certificate, those who may not already be college bound, and those who are seeking advanced studies while in high school.
- 5.3. High school students enrolled at a community college as special part-time students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per as long as the units constitute no more than four community college courses per term, are part of an academic program that is part of this Agreement, and are designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed Code § 76004(p)).
- 5.4. High school students enrolled in courses offered through this Agreement classified as a special part-time (PALOMAR) student shall be exempt from community college fee requirements including student representation fee, nonresident tuition fees, transcript fees, course enrollment fees, apprenticeship course fees, and child development center fees. (Ed Code § 76004(q)).
- 5.5. High school students enrolled in a course offered through this Agreement shall not be assessed any fee that is prohibited by Education Code § 49010, including textbooks, supplies, materials, and equipment needed to participate in the course.
- 5.6. Students enrolled in PALOMAR courses offered as part of this Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement, grading, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (Exhibit “A” Student Code of Conduct), as those expected of students in courses taught on the PALOMAR campus.
- 5.7. Students enrolled in PALOMAR courses must follow PALOMAR’s process when requesting an official PALOMAR transcript.
- 5.8. Students enrolled in courses offered as part of this Agreement will be directed to the official PALOMAR catalog for information regarding applicable policies and procedures.
- 5.9. Students enrolled in courses offered as part of this Agreement are responsible for adhering to drop dates and deadlines for enrollment and registration.

6. ENROLLMENT AND REGISTRATION

- 6.1. Enrollment and registration procedures for students participating in this Agreement shall be in compliance with guidelines set forth in applicable law and PALOMAR policy. Students are responsible for adhering to the dates and deadlines in Enrollment Services.

- 6.2. Per Education Code § 76004(g), PALOMAR shall assign priority course registration to a student seeking to enroll in a community college course in this Agreement that is equivalent to the priority assigned to a student attending middle college high school as described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001(e).
- 6.3. Registration shall be open to all eligible SCHOOL DISTRICT students as part of this Agreement who have been admitted to PALOMAR and who have met all applicable prerequisites. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through this Agreement will be determined by PALOMAR and shall be in compliance with applicable law and PALOMAR policy.
- 6.4. PALOMAR will be responsible for processing student applications and will provide the necessary enrollment and registration forms and procedure.
- 6.5. PALOMAR and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment and registration requirements. Successful enrollment and registration requires that each participating student complete PALOMAR'S application for admission and K-12 Special Admission Approval form requiring parental consent for students to enroll in courses. SCHOOL DISTRICT, parent, and student signatures are required on the K-12 Special Admission Approval form.
- 6.6. Students who withdraw from courses offered as part of this Agreement will not receive college credit. Students must comply with and submit all appropriate information and paperwork by published deadlines. Transcripts will be annotated according to PALOMAR policy.
- 6.7. A course dropped by PALOMAR's "no notation" deadline, before the first 20% of the course, will not appear on the SCHOOL DISTRICT or PALOMAR transcript. Courses dropped after the no notation deadline will result in a "W" on the PALOMAR transcript.
- 6.8. Grades earned by students enrolled in courses offered as part of this Agreement will be posted on the official PALOMAR transcript. Students may submit a request for Pass/No Pass grading by the first 30% of the course. Students are advised to meet with a college counselor for information on Pass/No Pass grading.

7. STUDENT SUPPORT SERVICES

- 7.1. SCHOOL DISTRICT personnel, working in consultation with PALOMAR Disability Resource Center (DRC) counselors, will identify accommodations for students with Individual Education Plans or 504 plans participating in this Agreement. SCHOOL DISTRICT will communicate accommodations to instructors participating in this agreement. SCHOOL DISTRICT and PALOMAR will mutually agree upon protocol for facilitation of accommodations.

- 7.2. Both PALOMAR and SCHOOL DISTRICT will ensure that ancillary and support services, such as counseling and guidance, placement services, and tutoring, are provided for students.

8. INSTRUCTORS

- 8.1. As set forth in Title 5, CCR § 53410, all instructors teaching PALOMAR courses offered as part of this Agreement must meet the minimum qualifications for instruction in a California community college and as listed with PALOMAR Human Resource Services and hired using the established Palomar College faculty hiring practices and department policies.
- 8.2. Instructors teaching PALOMAR courses offered as part of this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 8.3. Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with PALOMAR guidelines, policies, pertinent statutes, and regulations.
- 8.4. Instructors will be provided course outlines of record, curriculum materials, testing and grading procedures, and instructor orientations as provided to hourly on-campus instructors.
- 8.5. Instructors must teach the college course in a manner consistent with the approved course outline of record from PALOMAR. Students shall be held to the same standards of achievement, grading standards, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (Exhibit “A” Student Code of Conduct), as those expected of students in courses taught on the PALOMAR campus.
- 8.6. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this Agreement and submit for approval to SCHOOL DISTRICT. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students per Education Code § 49011.
- 8.7. PALOMAR instructors are not required to provide fundamental modifications to a course for students participating in this Agreement with Individual Education Plans or 504 plans. SCHOOL DISTRICT will communicate accommodations to instructors participating in this agreement.
- 8.8. Instructors will be evaluated by Palomar College faculty as outlined in Article 17 of Palomar College’s collective bargaining agreement (Exhibit “B” Article 17, Collective

Bargaining Agreement).

- 8.9. Instructors will have academic freedom rights as outlined by Article 3 of Palomar College's collective bargaining agreement (Exhibit "C" Article 3, Collective Bargaining Agreement).

9. FACILITIES

- 9.1. The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon locations, for instruction and do so without charge to PALOMAR or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 9.2. Palomar facilities may be used subject to mutual agreement by the parties, as expressed in Appendix B of this Agreement.
- 9.3. For locations outside the geographical boundaries of PALOMAR, PALOMAR will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.

10. STATE APPORTIONMENT

- 10.1. PALOMAR certifies that it does not receive full compensation from any public or private agency, individual, or group for the direct education costs for the courses offered as part of this Agreement.
- 10.2. The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this Agreement are not being fully funded through other sources.
- 10.3. Education Code § 76004(r) mandates that a district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. The SCHOOL DISTRICT agrees and acknowledges that PALOMAR will claim apportionment for the students enrolled in courses under this Agreement.
- 10.4. PALOMAR shall include the students enrolled in a CCAP Agreement course in its report of FTES for purposes of receiving state apportionments when the course complies with current requirements for dual enrollment under applicable California law.
- 10.5. Education Code § 76004(o)(2) mandates that a community college district conducting a closed course on a high school campus shall be credited with those units of FTES attributable to the attendance of eligible high school students for purposes of allowances and apportionments from Section B of the State School Fund.

- 10.6. Per Education Code § 76004(s), the attendance of a high school student at PALOMAR as a special part-time or full-time student pursuant to this section is authorized attendance for which PALOMAR shall be credited or reimbursed pursuant to Education Code §§ 48802 or 76002, provided that the SCHOOL DISTRICT has not received reimbursement for the same instructional activity.
- 10.7. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement shall continue to apply, including as prescribed by Title 5 Regulations, CCR § § 58003.1 et seq., 58020 et seq., 58030, and 59020 et seq.

11. INDEMNIFICATION

- 11.1. The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless PALOMAR and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives
- 11.2. PALOMAR agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments arising out of PALOMAR'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of PALOMAR, its officers, employees, independent contractors, subcontractors, agents and other representatives.

12. INSURANCE

- 12.1. PALOMAR shall carry public liability insurance. Insurance covers faculty members and staff of PALOMAR with limits of Professional Liability \$1,000,000/\$3,000,000, paying up to \$1,000,000 for each claim up to a total of \$3,000,000 in any one year during assignment on SCHOOL DISTRICT'S premises. Upon execution of this agreement between the respective parties, and prior to placing any students, PALOMAR shall provide SCHOOL DISTRICT with certificate of insurance evidencing coverage, which shall name SCHOOL DISTRICT as an additional insured.
- 12.2. PALOMAR shall carry Workers' Compensation Insurance equal to that carried with the State Compensation Insurance Fund and shall cover faculty and staff of PALOMAR during assignment at SCHOOL DISTRICT's premises. Upon execution of this agreement between the respective parties, and prior to placing any students,

PALOMAR shall provide SCHOOL DISTRICT with certificate of insurance evidencing coverage.

13. NON-DISCRIMINATION

13.1. Neither the SCHOOL DISTRICT nor PALOMAR shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California or federal law.

14. CANCELLATION AND TERMINATION

14.1. Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by March 1 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Appendix A of this Agreement.

15. INTEGRATION

15.1. This Agreement sets forth the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement.

16. MODIFICATION

16.1. No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the parties.

17. SEVERABILITY

17.1. This Agreement shall be considered severable, such that, if any provision or part of this Agreement is ever held invalid under any law or ruling, that provision or part of this Agreement shall be unenforceable, and all other provisions or parts shall remain in full force and effect.

18. COUNTERPARTS

18.1. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

SCHOOL DISTRICT:

Date

PALOMAR:

Ron E. Ballesteros-Perez
Assistant Superintendent/Vice President
Finance & Administrative Services

Date

APPENDIX A
COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, Education Code § 76004 (c)(1) mandates that PALOMAR and the SCHOOL DISTRICT record specific components of the CCAP Agreement for mandated reporting requirements to include, but not limited to, the total number of high school students to be served, the total number of full-time equivalent students projected to be claimed by PALOMAR, the scope, nature, time, location, and listing of community college courses to be offered; and

WHEREAS, Education Code § 76004 (c)(1) mandates that the CCAP Agreement shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, and

NOW THEREFORE, PALOMAR and SCHOOL DISTRICT agree as follows:

I. LEGAL AUTHORITY AND ADOPTION:

1. PALOMAR and SCHOOL DISTRICT may enter into a CCAP agreement that is approved by both PALOMAR and SCHOOL DISTRICT within the service area of PALOMAR.
2. Governing Board of PALOMAR and SCHOOL DISTRICT, prior to adopting a CCAP agreement, shall present the CCAP agreement as an informational item at an open public meeting.
3. Governing Board of PALOMAR and SCHOOL DISTRICT, at a subsequent open public meeting, shall take comments from public and approve or disapprove the CCAP.

SCHOOL DISTRICT Board Meetings

(a) Information Board Meeting Date: _____

(b) Public Comment Board Meeting Date: _____

PALOMAR Board Meetings

(a) Information Board Meeting Date: _____

(b) Public Comment Board Meeting Date: _____

4. A copy of the CCAP partnership agreement shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership. The Chancellor may void any CCAP partnership agreement it determines has not

complied with the intent of the requirements of this section.

Date of CCAP submission to the Chancellor's

Office:

By Whom: _____

Title: _____

II. POINTS OF CONTACT

The CCAP partnership agreement shall identify a point of contact for PALOMAR and SCHOOL DISTRICT.

PALOMAR Point of Contact

Name: _____

Title: _____

Telephone: _____

Email: _____

SCHOOL DISTRICT Point of Contact

Name: _____

Title: _____

Telephone: _____

Email: _____

III. NOTICES

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

PALOMAR

Attn: Dr. Jack Kahn, Vice President for Instruction

Palomar Community College District

1140 W. Mission Road

San Marcos, CA 92069

SCHOOL DISTRICT

Attn:

IV. PROTOCOLS FOR INFORMATION SHARING

1. PALOMAR and SCHOOL DISTRICT understand and agree that education records of students participating in this Agreement and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the

disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076. PALOMAR and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076).

2. Information sharing between PALOMAR and the SCHOOL DISTRICT will include the following: any and all admissions, registration, and grade information. Information will be shared between PALOMAR and SCHOOL DISTRICT points of contact named in Section II of this Appendix. Information sharing will only be on a legitimate need-to-know basis.

V. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

1. Total number of high school students to be served: _____ per semester.
2. Total number of FTES projected to be claimed under this Agreement: _____ per semester.
3. Scope, nature, time, location, and listing of community college courses to be offered will be appended to this document each semester during the term of this Agreement and shall be known as Appendix B. Appendix B shall accompany the original submission of this document to the Chancellor's Office and shall subsequently be submitted per Chancellor's Office instructions.

APPENDIX B
COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

CCAP Agreement Fall 2017 through Spring 2020 has identified the following: program year, educational programs and courses to be offered at the said date, time and location, the total number of students to be served, projected FTES, and the instructor. Books and instructional materials are also specified below.

1. EDUCATIONAL PROGRAM AND COURSES

SCHOOL DISTRICT: _____ High School: _____
 Educational Program: _____ Program Year: _____

Fall _____
 District Calendar _____
 Non-Student Days _____
 Minimum Days _____

COURSE, COURSE TITLE	COURSE #	TIMES	DAYS	INSTRUCTOR	LOCATION, ROOM #	STUDENTS SERVED	FTES

Spring _____

District Calendar _____

Non-Student Days _____

Minimum Days _____

COURSE, COURSE TITLE	COURSE #	TIMES	DAYS	INSTRUCTOR	LOCATION, ROOM #	STUDENTS SERVED	FTES

2. BOOKS AND INSTRUCTIONAL MATERIALS

COURSE	TEXTBOOK, EDITION	COST OF TEXTBOOK	OTHER INSTRUCTIONAL MATERIAL	COST OF MATERIAL

EXHIBIT “A”

STUDENT SERVICES

AP 5500 STANDARDS OF STUDENT CONDUCT

References:

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

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

1. Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty as defined by the Faculty Senate. Academic sanctions are the sole responsibility of the faculty member involved, further disciplinary sanctions are the prevue of the Office of Student Affairs.
2. Causing, attempting to cause, or threatening to cause physical injury to another person including but not limited to sexual assault or physical abuse as listed in AP 3540 Sexual Assaults on Campus.
3. Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a District employee, which is concurred in by the Police Chief. See AP 3530 Weapons on Campus for further details.
4. Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in California Health and Safety Code Sections 11053 et seq., an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5.
5. Committing or attempting to commit robbery, burglary or extortion.
6. Causing or attempting to cause damage to District property or to private property on campus including but not limited to arson and vandalism.
7. Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.

Date Approved: SPC 4/8/2008; Revised 12/1/2015; Revised 9/20/16
(Replaces all previous versions of AP 5500.)

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

Date Approved: SPC 4/8/2008; Revised 12/1/2015; Revised 9/20/16
(Replaces all previous versions of AP 5500.)

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- 20. Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.
- 21. Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any District policy or administrative.
- 22. Violations of District policies and regulations, including, but not limited to, regulations and policies related to smoking/vaping on campus, parking or driving on campus, district computers, telecommunications, campus vehicles, and any and all other District equipment and policies and regulations related to student organizations and student and visitor symbolic expression.

Discipline

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

Hearings/Holds

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

Loss of Financial Aid

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

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

Office of Primary Responsibility: Student Services

EXHIBIT "B"

(Double click to open Article 17 of Palomar's Collective Bargaining Agreement in its entirety.)

ARTICLE 17 - EVALUATION PROCEDURE

17.1 General Provisions

- 17.1.1 Evaluation decisions shall be made in good faith and shall not be based upon factors that are not directly related to the faculty member's performance of his/her faculty assignment.
- 17.1.2 All evaluations shall be treated as confidential in accordance with Article 11.
- 17.1.3 Faculty and administrative evaluators shall notify the evaluatee that he/she is to be observed. This notice shall be given at least one (1) week prior to the observation, unless another time frame for the observation is mutually agreed upon.
- 17.1.4 Every evaluatee shall receive a signed copy of his/her evaluation.
- 17.1.5 A "business day" shall be a day when the District offices are scheduled to be open, but shall exclude Saturdays and Sundays.
- 17.1.6 Whenever a Department Chair or other faculty member is authorized to appoint a designee to assume the designator's role in the evaluation process, the appointed designee shall be a faculty member. Rare circumstances may exist in which the TERB Coordinator, in consultation with the department chair, invites an outside observer with disciplinary expertise to complete an in-class observation using the class observation form. This observation shall be used by the department chair in writing the review report.
- 17.1.7 All final evaluation reports that rate a faculty member's overall performance shall use the terms *High Professional Performance*, *Standard Professional Performance*, *Needs Improvement*, and *Unsatisfactory*.
- 17.1.8 The evaluators shall give comments and/or recommendations the weight they believe appropriate.
- 17.1.9 Faculty review shall be the primary feature of the evaluation process.
- 17.1.10 Either the Dean or first level administrator or Vice President in charge of the evaluatee's discipline may submit comments and/or recommendations on the Review Report form. The evaluatee shall be notified of such comments and/or recommendations before signing the Review Report. Such comments and/or recommendations shall become an official part of the evaluation record.

EXHIBIT “C”

ARTICLE 3 - ACADEMIC FREEDOM

- 3.1 The District and the Federation agree that faculty members have a right to express their professional opinions in learning environments with students. Faculty members shall make every effort to offer differing points of view on controversial subjects that may be reviewed or discussed in learning environments with students. Faculty members shall promote an atmosphere in learning environments with students that is conducive to free and open inquiry.
- 3.2 Faculty members retain their freedom of expression under both the federal and state constitutions. Faculty members shall have the following rights and responsibilities:
 - 3.2.1. To use the normal channels of campus communication free of prior censorship;
 - 3.2.2. To accept responsibility for the substance and manner of their campus communications;
 - 3.2.3. To speak or write publicly, free of prior censorship or subsequent discipline by the College or District, as a citizen on matters of public concern;
 - 3.2.4. To make reasonable efforts to be accurate in public statements about college and District matters, and to indicate that they write or speak as public citizens and not as spokespersons of the institution; and
 - 3.2.5. To associate with those individuals or groups of one's choice without prior restraint or subsequent discipline, unless such association is forbidden by law.
- 3.3 Faculty members shall not engage in any political activity in learning environments with students that is proscribed by §7050-7055 of the Education Code.

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2017-2020**

This College and Career Access Pathways Partnership Agreement (CCAP) (hereinafter referred to as “Agreement”) is between Palomar Community College District (hereinafter referred to as “PALOMAR”) and Vista Unified School District (hereinafter referred to as “SCHOOL DISTRICT”).

WHEREAS, the mission of PALOMAR includes providing educational programs and services that are responsive to the needs of the students and communities within the Palomar Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students who do not complete college credit while enrolled in high school; and

WHEREAS, Education Code § 76004(a) mandates that the AB 288 CCAP Partnership Agreement shall be for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education, preparation for transfer, improving high school graduation rates, or helping high school students achieve college and career readiness; and

WHEREAS, Education Code § 76004(d) requires that PALOMAR shall not provide physical education course opportunities to high school students as a part of a AB 288 CCAP Partnership Agreement or any other course opportunities that do not assist in the attainment of at least one of the aforementioned goals; and

WHEREAS, PALOMAR may limit enrollment in a community college course solely to eligible high school students if the college course is offered at a high school campus during the regular school day, or immediately before or after school, and the college course is offered pursuant to the AB 288 CCAP Partnership Agreement; and

WHEREAS, for the purposes of this Agreement, dual enrollment is defined as a PALOMAR instructor (herein referred to as instructor), approved through PALOMAR’S minimum qualifications processes and hired using the established Palomar College faculty hiring practices and department policies, teaching the college course on the SCHOOL DISTRICT campus location(s), to SCHOOL DISTRICT students in a closed campus setting.

NOW THEREFORE, PALOMAR and SCHOOL DISTRICT agree as follows:

1. TERMS OF AGREEMENT

1.1. The term of this Agreement shall be for three years, beginning on _____ and

ending on June 30, 2020, and requires renewal every three years by July 1, unless otherwise terminated in accordance with Section 14 (Cancellation and Termination) of this Agreement.

- 1.2. This Agreement outlines the terms of the CCAP. Education Code § 76004(c)(1) requires that this Agreement shall specify additional details regarding, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students (FTES) projected to be claimed by PALOMAR for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of students to benefit from those courses. This Agreement shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school students to enroll in community college courses.
- 1.3. Appendix A in this Agreement shall identify a point of contact for PALOMAR and SCHOOL DISTRICT as required by Education Code § 76004(c)(2).
- 1.4. Education Code § 76004(c)(3) requires that a copy of this Agreement shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership.
- 1.5. Education Code § 76004(b) requires that the governing board of each district (PALOMAR and SCHOOL DISTRICT, at an open public meeting of that board, shall present the CCAP as an informational item, and, in a subsequent public meeting of that board, take comments from the public and approve or disapprove the proposed Agreement.
- 1.6. All PALOMAR courses offered at the SCHOOL DISTRICT must be approved in accordance with the policies and guidelines of PALOMAR and applicable laws.

2. CERTIFICATIONS

- 2.1. This Agreement certifies that any PALOMAR instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code § 87010 or as amended, or any controlled substance offense as defined in Education Code § 87011 or as amended.
- 2.2. This Agreement certifies that any community college instructor teaching a course at the SCHOOL DISTRICT has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher.
- 2.3. This Agreement certifies that a qualified SCHOOL DISTRICT teacher teaching a course offered for college credit at the SCHOOL DISTRICT has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

- 2.4. Education Code § 76004(k) mandates that PALOMAR certify the following:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at PALOMAR.
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement.
 - This Agreement is consistent with the core mission of PALOMAR pursuant to Education Code § 66010.4, and ensures that students participating in this Agreement will not lead to displacement of otherwise eligible adults at PALOMAR.
- 2.5. Per Education Code § 76004(n), any remedial (PALOMAR) course taught by PALOMAR instructors at the SCHOOL DISTRICT shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT.
- 2.6. Remediation courses as an intervention in the students' junior or senior year to ensure that the students are prepared for college-level work upon graduation shall involve collaborative effort between the SCHOOL DISTRICT and PALOMAR.
- 2.7. Education Code § 76004(l) mandates that the SCHOOL DISTRICT and PALOMAR comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the instructor teaching a CCAP Agreement course offered for high school credit. The faculty are hired using the established Palomar College faculty hiring practices and departmental policies.

3. RESPONSIBILITIES OF EACH PARTY

- 3.1. Education Code § 76004(c)(2) requires that PALOMAR shall appoint a point of contact, to be specified in Appendix A of this Agreement, who will facilitate coordination and cooperation between PALOMAR and SCHOOL DISTRICT in conformity with PALOMAR policies and standards.
- 3.2. Education Code § 76004(c)(2) requires that the SCHOOL DISTRICT shall appoint a point of contact, to be specified in Appendix A of this Agreement, who will facilitate coordination and cooperation between SCHOOL DISTRICT and PALOMAR in conformity with SCHOOL DISTRICT policies and standards.
- 3.3. Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records, subject to federal and state privacy statutes.
- 3.4. Permanent records of student enrollment, attendance, grades and achievement will be maintained by PALOMAR for students who enroll in a course offered as part of this

Agreement. Permanent records of student attendance, grades and achievement for SCHOOL DISTRICT students shall be maintained by SCHOOL DISTRICT.

- 3.5. Education Code § 76004(t)(1) requires that an annual report be submitted to the California Community Colleges Chancellor's Office by PALOMAR and SCHOOL DISTRICT on the following information as specified in Appendix B of this agreement:
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
 - The total number of community college courses enrolled in by CCAP students by course category and type, and by school site.
 - The total number and percentage of successful course completions of CCAP students by course category and type, and by school site.
 - The total number of FTES generated by CCAP students.
- 3.6. The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a PALOMAR course offered as part of this Agreement will be specified in Appendix B. Costs will be approved by the SCHOOL DISTRICT prior to offering the courses.
- 3.7. PALOMAR will provide SCHOOL DISTRICT personnel with reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this Agreement, including conducting appropriate student placement, outreach/recruitment activities, and compliance with PALOMAR policy and procedures and academic standards.
- 3.8. The SCHOOL DISTRICT shall certify that students participating in this Agreement shall have no less than 240 instructional minutes required to complete a minimum school day as pursuant to Education Code § 46141. Per Education Code § 46146(b), the minimum school day for a special part-time student as is 180 minutes. Per Education Code § 46146(c), students scheduled for 180 minutes generate a maximum of three-quarters of a minimum school day.
- 3.9. PALOMAR will be the employer of record for purposes of assignment monitoring and reporting to the county office of education for PALOMAR employees.

4. CCAP AGREEMENT COURSES

- 4.1. A list of courses offered as part of a CCAP Agreement either at PALOMAR or SCHOOL DISTRICT shall be jointly reviewed and approved for offering at the SCHOOL DISTRICT. The course outline of record is determined and reviewed by Palomar College faculty via the curriculum procedure at Palomar College.

- 4.2. PALOMAR is responsible for all college courses and educational programs offered as part of this Agreement, whether or not the course and educational program is offered on site at the SCHOOL DISTRICT or at PALOMAR.
- 4.3. The scope, nature, time, location, and listing of courses offered by PALOMAR shall be recorded in Appendix B of this Agreement.
- 4.4. PALOMAR will limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day, or immediately before or after school, and the community college course is offered pursuant to a CCAP Agreement per Education Code § 76004(o)(1).
- 4.5. Per Education Code § 76004(d), PALOMAR shall not provide, as a part of this CCAP or dual enrollment agreement, physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness.
- 4.6. Degree and certificate programs included in this CCAP agreement must be approved by the California Community College Chancellor's Office, and courses that make up the programs must be part of the approved programs, unless PALOMAR has received delegated authority to approve those courses separately.
- 4.7. Courses offered as part of this Agreement at the SCHOOL DISTRICT shall be listed in PALOMAR's catalog with the same department designations, course descriptions, numbers, titles, and credits. Courses offered as part of this Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated PALOMAR academic department.
- 4.8. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to PALOMAR.
- 4.9. Courses offered as part of this Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on PALOMAR's campus and shall be in compliance with PALOMAR's academic standards.

5. PARTICIPATING STUDENTS

- 5.1. SCHOOL DISTRICT shall determine the ability of students to benefit from courses in this Agreement. Criteria shall be based on academic readiness and the alignment of course content to student learning, educational goals, and career goals.

- 5.2. Eligible students may include underachieving students, those from groups underrepresented in higher education, those seeking a career technical education credential or certificate, those who may not already be college bound, and those who are seeking advanced studies while in high school.
- 5.3. High school students enrolled at a community college as special part-time students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per as long as the units constitute no more than four community college courses per term, are part of an academic program that is part of this Agreement, and are designed to award students with both a high school diploma and an associate degree or certificate or a credential. (Ed Code § 76004(p)).
- 5.4. High school students enrolled in courses offered through this Agreement classified as a special part-time (PALOMAR) student shall be exempt from community college fee requirements including student representation fee, nonresident tuition fees, transcript fees, course enrollment fees, apprenticeship course fees, and child development center fees. (Ed Code § 76004(q)).
- 5.5. High school students enrolled in a course offered through this Agreement shall not be assessed any fee that is prohibited by Education Code § 49010, including textbooks, supplies, materials, and equipment needed to participate in the course.
- 5.6. Students enrolled in PALOMAR courses offered as part of this Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement, grading, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (Exhibit “A” Student Code of Conduct), as those expected of students in courses taught on the PALOMAR campus.
- 5.7. Students enrolled in PALOMAR courses must follow PALOMAR’s process when requesting an official PALOMAR transcript.
- 5.8. Students enrolled in courses offered as part of this Agreement will be directed to the official PALOMAR catalog for information regarding applicable policies and procedures.
- 5.9. Students enrolled in courses offered as part of this Agreement are responsible for adhering to drop dates and deadlines for enrollment and registration.

6. ENROLLMENT AND REGISTRATION

- 6.1. Enrollment and registration procedures for students participating in this Agreement shall be in compliance with guidelines set forth in applicable law and PALOMAR policy. Students are responsible for adhering to the dates and deadlines in Enrollment Services.

- 6.2. Per Education Code § 76004(g), PALOMAR shall assign priority course registration to a student seeking to enroll in a community college course in this Agreement that is equivalent to the priority assigned to a student attending middle college high school as described in Education Code § 11300 and consistent with middle college high school provisions in Education Code § 76001(e).
- 6.3. Registration shall be open to all eligible SCHOOL DISTRICT students as part of this Agreement who have been admitted to PALOMAR and who have met all applicable prerequisites. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through this Agreement will be determined by PALOMAR and shall be in compliance with applicable law and PALOMAR policy.
- 6.4. PALOMAR will be responsible for processing student applications and will provide the necessary enrollment and registration forms and procedure.
- 6.5. PALOMAR and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment and registration requirements. Successful enrollment and registration requires that each participating student complete PALOMAR'S application for admission and K-12 Special Admission Approval form requiring parental consent for students to enroll in courses. SCHOOL DISTRICT, parent, and student signatures are required on the K-12 Special Admission Approval form.
- 6.6. Students who withdraw from courses offered as part of this Agreement will not receive college credit. Students must comply with and submit all appropriate information and paperwork by published deadlines. Transcripts will be annotated according to PALOMAR policy.
- 6.7. A course dropped by PALOMAR's "no notation" deadline, before the first 20% of the course, will not appear on the SCHOOL DISTRICT or PALOMAR transcript. Courses dropped after the no notation deadline will result in a "W" on the PALOMAR transcript.
- 6.8. Grades earned by students enrolled in courses offered as part of this Agreement will be posted on the official PALOMAR transcript. Students may submit a request for Pass/No Pass grading by the first 30% of the course. Students are advised to meet with a college counselor for information on Pass/No Pass grading.

7. STUDENT SUPPORT SERVICES

- 7.1. SCHOOL DISTRICT personnel, working in consultation with PALOMAR Disability Resource Center (DRC) counselors, will identify accommodations for students with Individual Education Plans or 504 plans participating in this Agreement. SCHOOL DISTRICT will communicate accommodations to instructors participating in this agreement. SCHOOL DISTRICT and PALOMAR will mutually agree upon protocol for facilitation of accommodations.

- 7.2. Both PALOMAR and SCHOOL DISTRICT will ensure that ancillary and support services, such as counseling and guidance, placement services, and tutoring, are provided for students.

8. INSTRUCTORS

- 8.1. As set forth in Title 5, CCR § 53410, all instructors teaching PALOMAR courses offered as part of this Agreement must meet the minimum qualifications for instruction in a California community college and as listed with PALOMAR Human Resource Services and hired using the established Palomar College faculty hiring practices and department policies.
- 8.2. Instructors teaching PALOMAR courses offered as part of this Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 8.3. Supervision and evaluation of students enrolled in courses offered as part of this Agreement shall be in accordance with PALOMAR guidelines, policies, pertinent statutes, and regulations.
- 8.4. Instructors will be provided course outlines of record, curriculum materials, testing and grading procedures, and instructor orientations as provided to hourly on-campus instructors.
- 8.5. Instructors must teach the college course in a manner consistent with the approved course outline of record from PALOMAR. Students shall be held to the same standards of achievement, grading standards, methods of assessment (e.g., papers, portfolios, quizzes, labs, etc.), and behavioral standards (Exhibit “A” Student Code of Conduct), as those expected of students in courses taught on the PALOMAR campus.
- 8.6. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this Agreement and submit for approval to SCHOOL DISTRICT. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students per Education Code § 49011.
- 8.7. PALOMAR instructors are not required to provide fundamental modifications to a course for students participating in this Agreement with Individual Education Plans or 504 plans. SCHOOL DISTRICT will communicate accommodations to instructors participating in this agreement.
- 8.8. Instructors will be evaluated by Palomar College faculty as outlined in Article 17 of Palomar College’s collective bargaining agreement (Exhibit “B” Article 17, Collective

Bargaining Agreement).

- 8.9. Instructors will have academic freedom rights as outlined by Article 3 of Palomar College's collective bargaining agreement (Exhibit "C" Article 3, Collective Bargaining Agreement).

9. FACILITIES

- 9.1. The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon locations, for instruction and do so without charge to PALOMAR or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 9.2. Palomar facilities may be used subject to mutual agreement by the parties, as expressed in Appendix B of this Agreement.
- 9.3. For locations outside the geographical boundaries of PALOMAR, PALOMAR will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq., concerning approval by adjoining high school or community college districts and use of non-district facilities.

10. STATE APPORTIONMENT

- 10.1. PALOMAR certifies that it does not receive full compensation from any public or private agency, individual, or group for the direct education costs for the courses offered as part of this Agreement.
- 10.2. The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this Agreement are not being fully funded through other sources.
- 10.3. Education Code § 76004(r) mandates that a district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. The SCHOOL DISTRICT agrees and acknowledges that PALOMAR will claim apportionment for the students enrolled in courses under this Agreement.
- 10.4. PALOMAR shall include the students enrolled in a CCAP Agreement course in its report of FTES for purposes of receiving state apportionments when the course complies with current requirements for dual enrollment under applicable California law.
- 10.5. Education Code § 76004(o)(2) mandates that a community college district conducting a closed course on a high school campus shall be credited with those units of FTES attributable to the attendance of eligible high school students for purposes of allowances and apportionments from Section B of the State School Fund.

- 10.6. Per Education Code § 76004(s), the attendance of a high school student at PALOMAR as a special part-time or full-time student pursuant to this section is authorized attendance for which PALOMAR shall be credited or reimbursed pursuant to Education Code §§ 48802 or 76002, provided that the SCHOOL DISTRICT has not received reimbursement for the same instructional activity.
- 10.7. Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement shall continue to apply, including as prescribed by Title 5 Regulations, CCR § § 58003.1 et seq., 58020 et seq., 58030, and 59020 et seq.

11. INDEMNIFICATION

- 11.1. The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless PALOMAR and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives
- 11.2. PALOMAR agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments arising out of PALOMAR'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of PALOMAR, its officers, employees, independent contractors, subcontractors, agents and other representatives.

12. INSURANCE

- 12.1. PALOMAR shall carry public liability insurance. Insurance covers faculty members and staff of PALOMAR with limits of Professional Liability \$1,000,000/\$3,000,000, paying up to \$1,000,000 for each claim up to a total of \$3,000,000 in any one year during assignment on SCHOOL DISTRICT'S premises. Upon execution of this agreement between the respective parties, and prior to placing any students, PALOMAR shall provide SCHOOL DISTRICT with certificate of insurance evidencing coverage, which shall name SCHOOL DISTRICT as an additional insured.
- 12.2. PALOMAR shall carry Workers' Compensation Insurance equal to that carried with the State Compensation Insurance Fund and shall cover faculty and staff of PALOMAR during assignment at SCHOOL DISTRICT's premises. Upon execution of this agreement between the respective parties, and prior to placing any students,

PALOMAR shall provide SCHOOL DISTRICT with certificate of insurance evidencing coverage.

12.3. PALOMAR shall defend, indemnify and hold SCHOOL DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PALOMAR, its officers, agents, or employees while on SCHOOL DISTRICT premises. SCHOOL DISTRICT shall defend, indemnify and hold PALOMAR, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL DISTRICT, its officers, agents, or employees while PALOMAR instructors, students and staff are on SCHOOL DISTRICT premises.

13. NON-DISCRIMINATION

13.1. Neither the SCHOOL DISTRICT nor PALOMAR shall discriminate on the basis of race or ethnicity, gender, gender identity, gender expression, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California or federal law.

14. CANCELLATION AND TERMINATION

14.1. Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by March 1 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Appendix A of this Agreement.

15. INTEGRATION

15.1. This Agreement sets forth the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement.

16. MODIFICATION

16.1. No modifications or amendments of any of the terms or provisions of this Agreement shall be binding unless made in writing and signed by the parties.

17. SEVERABILITY

17.1. This Agreement shall be considered severable, such that, if any provision or part of this Agreement is ever held invalid under any law or ruling, that provision or part of this Agreement shall be unenforceable, and all other provisions or parts shall remain in full force and effect.

18. COUNTERPARTS

18.1. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

SCHOOL DISTRICT:

Date

PALOMAR:

Ron E. Ballesteros-Perez
Assistant Superintendent/Vice President
Finance & Administrative Services

Date

APPENDIX A
COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, Education Code § 76004 (c)(1) mandates that PALOMAR and the SCHOOL DISTRICT record specific components of the CCAP Agreement for mandated reporting requirements to include, but not limited to, the total number of high school students to be served, the total number of full-time equivalent students projected to be claimed by PALOMAR, the scope, nature, time, location, and listing of community college courses to be offered; and

WHEREAS, Education Code § 76004 (c)(1) mandates that the CCAP Agreement shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, and

NOW THEREFORE, PALOMAR and SCHOOL DISTRICT agree as follows:

I. LEGAL AUTHORITY AND ADOPTION:

1. PALOMAR and SCHOOL DISTRICT may enter into a CCAP agreement that is approved by both PALOMAR and SCHOOL DISTRICT within the service area of PALOMAR.
2. Governing Board of PALOMAR and SCHOOL DISTRICT, prior to adopting a CCAP agreement, shall present the CCAP agreement as an informational item at an open public meeting.
3. Governing Board of PALOMAR and SCHOOL DISTRICT, at a subsequent open public meeting, shall take comments from public and approve or disapprove the CCAP.

SCHOOL DISTRICT Board Meetings

- | | |
|--|------------------|
| (a) Information Board Meeting Date: | <u>6/22/2017</u> |
| (b) Public Comment Board Meeting Date: | <u>7/27/2017</u> |

PALOMAR Board Meetings

- | | |
|--|-----------------------------|
| (a) Information Board Meeting Date: | <u> </u> |
| (b) Public Comment Board Meeting Date: | <u> </u> |

4. A copy of the CCAP partnership agreement shall be filed with the California Community Colleges Chancellor's Office before the start of the CCAP partnership. The Chancellor may void any CCAP partnership agreement it determines has not

complied with the intent of the requirements of this section.

Date of CCAP submission to the Chancellor's

Office: _____

By Whom: _____

Title: _____

II. POINTS OF CONTACT

The CCAP partnership agreement shall identify a point of contact for PALOMAR and SCHOOL DISTRICT.

PALOMAR Point of Contact

Name: _____

Title: _____

Telephone: _____

Email: _____

SCHOOL DISTRICT Point of Contact

Name: **Donna Caperton**

Title: **Assistant Superintendent
Business Services**

Telephone: **(760)726-2170 ext: 92302**

Email: **donnacaperton@vistausd.org**

III. NOTICES

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

PALOMAR

Attn: Dr. Jack Kahn, Vice President for Instruction
Palomar Community College District
1140 W. Mission Road
San Marcos, CA 92069

SCHOOL DISTRICT

Attn: Business Services
Donna Caperton
Vista Unified School District
1234 Arcadia
Vista, CA 92084

IV. PROTOCOLS FOR INFORMATION SHARING

1. PALOMAR and SCHOOL DISTRICT understand and agree that education records of students participating in this Agreement and personally identifiable information

contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076. PALOMAR and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076).

2. Information sharing between PALOMAR and the SCHOOL DISTRICT will include the following: any and all admissions, registration, and grade information. Information will be shared between PALOMAR and SCHOOL DISTRICT points of contact named in Section II of this Appendix. Information sharing will only be on a legitimate need-to-know basis.

V. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

1. Total number of high school students to be served: 140 per semester.
2. Total number of FTES projected to be claimed under this Agreement: 16 per semester.
3. Scope, nature, time, location, and listing of community college courses to be offered will be appended to this document each semester during the term of this Agreement and shall be known as Appendix B. Appendix B shall accompany the original submission of this document to the Chancellor's Office and shall subsequently be submitted per Chancellor's Office instructions.

APPENDIX B

CCAP Agreement Fall 2017 through Spring 2020 has identified the following: program year, educational programs and courses to be offered at the said date, time and location, the total number of students to be served, projected FTES, and the instructor. Books and instructional materials are also specified below.

1. EDUCATIONAL PROGRAM AND COURSES

SCHOOL DISTRICT:	<u>Vista Unified</u>	High School:	<u>Vista High School, Rancho Buena Vista High School</u>
Educational Program:	College Readiness	Program Year:	2017 - 2018

Fall 2017	
District Calendar	VUSD: August 14 – December 20; PCCD: August 21 – December 15
Non-Student Days	September 4, November 10, November 20 - 24
Minimum Days	VUSD: December 18-20

COURSE, COURSE TITLE	COURSE #	TIMES	DAYS	INSTRUCTOR	LOCATION, ROOM #	STUDENTS SERVED	FTEs
Prealgebra	MATH 15	8:10 am – 9:35 am	TTH	TBA	VHS/TBD	Up to 35	3.4
Beginning Algebra	MATH 50	2:35-3:50	TWTH	TBA	RBV/TBD	Up to 35	4.6
Intermediate Algebra	MATH 60	2:35-3:50	TWTH	TBA	RBV/TBD	Up to 35	4.6
College Success	COUN 115	8:10 am – 9:35 am	WF	TBA	VHS/TBD	Up to 35	3.4

Spring 2018

District Calendar

Non-Student Days

Minimum Days

VUSD: January 9 – June 7; PCCD: January 29 – May 25

January 15, February 16, 19, March 26 – 30, May 28

June 5-7

COURSE, COURSE TITLE	COURSE #	TIMES	DAYS	INSTRUCTOR	LOCATION, ROOM #	STUDENTS SERVED	FTES
Beginning Algebra	MATH 50	8:10 am – 9:35 am	TTH	TBA	VHS/TBD	Up to 35	4.6
Intermediate Algebra	MATH 60	2:35-3:50	TWTH	TBA	RBV/TBD	Up to 35	4.6
College Success	COUN 110	2:35-3:50	TTH	TBA	RBV/TBD	Up to 35	3.4
College Success	COUN 110	8:10 am – 9:35 am	WF	TBA	VHS/TBD	Up to 35	3.4

2. BOOKS AND INSTRUCTIONAL MATERIALS

COURSE	TEXTBOOK, EDITION	COST OF TEXTBOOK	OTHER INSTRUCTIONAL MATERIAL	COST OF MATERIAL
Math 15	Prealgebra (4 th Edition)	\$31.50	None	Approximate cost of books \$1,102.50
Math 50	Introductory Algebra (8 th Edition)	\$179.90	None	Approximate cost of books \$6,296.50
Math 60	Intermediate Algebra: Functions and Authentic Applications 4 th Edition	\$29.99	None	Approximate cost of books \$1,049.65
Counseling 110	Peak Performance: success in College and Beyond 9 th Edition	\$94.01	None	Approximate cost of books \$3,290.35

EXHIBIT “A”

STUDENT SERVICES

AP 5500 STANDARDS OF STUDENT CONDUCT

References:

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

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

1. Cheating, plagiarism (including plagiarism in a student publication), or engaging in other academic dishonesty as defined by the Faculty Senate. Academic sanctions are the sole responsibility of the faculty member involved, further disciplinary sanctions are the prevue of the Office of Student Affairs.
2. Causing, attempting to cause, or threatening to cause physical injury to another person including but not limited to sexual assault or physical abuse as listed in AP 3540 Sexual Assaults on Campus.
3. Possession, sale or otherwise furnishing any firearm, knife, explosive or other dangerous object, including but not limited to any facsimile firearm, knife or explosive, unless, in the case of possession of any object of this type, the student has obtained written permission to possess the item from a District employee, which is concurred in by the Police Chief. See AP 3530 Weapons on Campus for further details.
4. Unlawful possession, use, sale, offer to sell, or furnishing, or being under the influence of, any controlled substance listed in California Health and Safety Code Sections 11053 et seq., an alcoholic beverage, or an intoxicant of any kind; or unlawful possession of, or offering, arranging or negotiating the sale of any drug paraphernalia, as defined in California Health and Safety Code Section 11014.5.
5. Committing or attempting to commit robbery, burglary or extortion.
6. Causing or attempting to cause damage to District property or to private property on campus including but not limited to arson and vandalism.
7. Stealing or attempting to steal District property or private property on campus, or knowingly receiving stolen District property or private property on campus.

Date Approved: SPC 4/8/2008; Revised 12/1/2015; Revised 9/20/16
(Replaces all previous versions of AP 5500.)

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

Date Approved: SPC 4/8/2008; Revised 12/1/2015; Revised 9/20/16
(Replaces all previous versions of AP 5500.)

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20. Persistent, serious misconduct where other means of correction have failed to bring about proper conduct.
21. Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any District policy or administrative.
22. Violations of District policies and regulations, including, but not limited to, regulations and policies related to smoking/vaping on campus, parking or driving on campus, district computers, telecommunications, campus vehicles, and any and all other District equipment and policies and regulations related to student organizations and student and visitor symbolic expression.

Discipline

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

Hearings/Holds

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

Loss of Financial Aid

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

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

Office of Primary Responsibility: Student Services

EXHIBIT "B"

(Double click to open Article 17 of Palomar's Collective Bargaining Agreement in its entirety.)

ARTICLE 17 - EVALUATION PROCEDURE

17.1 General Provisions

- 17.1.1 Evaluation decisions shall be made in good faith and shall not be based upon factors that are not directly related to the faculty member's performance of his/her faculty assignment.
- 17.1.2 All evaluations shall be treated as confidential in accordance with Article 11.
- 17.1.3 Faculty and administrative evaluators shall notify the evaluatee that he/she is to be observed. This notice shall be given at least one (1) week prior to the observation, unless another time frame for the observation is mutually agreed upon.
- 17.1.4 Every evaluatee shall receive a signed copy of his/her evaluation.
- 17.1.5 A "business day" shall be a day when the District offices are scheduled to be open, but shall exclude Saturdays and Sundays.
- 17.1.6 Whenever a Department Chair or other faculty member is authorized to appoint a designee to assume the designator's role in the evaluation process, the appointed designee shall be a faculty member. Rare circumstances may exist in which the TERB Coordinator, in consultation with the department chair, invites an outside observer with disciplinary expertise to complete an in-class observation using the class observation form. This observation shall be used by the department chair in writing the review report.
- 17.1.7 All final evaluation reports that rate a faculty member's overall performance shall use the terms *High Professional Performance*, *Standard Professional Performance*, *Needs Improvement*, and *Unsatisfactory*.
- 17.1.8 The evaluators shall give comments and/or recommendations the weight they believe appropriate.
- 17.1.9 Faculty review shall be the primary feature of the evaluation process.
- 17.1.10 Either the Dean or first level administrator or Vice President in charge of the evaluatee's discipline may submit comments and/or recommendations on the Review Report form. The evaluatee shall be notified of such comments and/or recommendations before signing the Review Report. Such comments and/or recommendations shall become an official part of the evaluation record.

EXHIBIT “C”

ARTICLE 3 - ACADEMIC FREEDOM

- 3.1 The District and the Federation agree that faculty members have a right to express their professional opinions in learning environments with students. Faculty members shall make every effort to offer differing points of view on controversial subjects that may be reviewed or discussed in learning environments with students. Faculty members shall promote an atmosphere in learning environments with students that is conducive to free and open inquiry.
- 3.2 Faculty members retain their freedom of expression under both the federal and state constitutions. Faculty members shall have the following rights and responsibilities:
 - 3.2.1. To use the normal channels of campus communication free of prior censorship;
 - 3.2.2. To accept responsibility for the substance and manner of their campus communications;
 - 3.2.3. To speak or write publicly, free of prior censorship or subsequent discipline by the College or District, as a citizen on matters of public concern;
 - 3.2.4. To make reasonable efforts to be accurate in public statements about college and District matters, and to indicate that they write or speak as public citizens and not as spokespersons of the institution; and
 - 3.2.5. To associate with those individuals or groups of one's choice without prior restraint or subsequent discipline, unless such association is forbidden by law.
- 3.3 Faculty members shall not engage in any political activity in learning environments with students that is proscribed by §7050-7055 of the Education Code.



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Equipment and Supplies					
0000013693	05/16/17	LOS ANGELES TRUCK CENTER LLC	EQUIP TECH INSTR 5K OR MORE	DIESEL MECHANIC TECH T&I	27.02
0000013693	05/16/17	LOS ANGELES TRUCK CENTER LLC	EQUIP TECH INSTR 5K OR MORE	DIESEL MECHANIC TECH T&I	45,751.31
0000013715	05/22/17	JOSEPH FOX BOOKSTOP INC	NONINSTR SUPPLIES/MATERIALS	PROFESSNL DEV/FLEX CALND	21,998.24
0000013729	05/24/17	DXE MEDICAL INC	EQUIP INSTR, 5K OR MORE	EMERGENCY MEDICAL ED	7,392.71
0000013729	05/24/17	DXE MEDICAL INC	EQUIP INSTR, 5K OR MORE	EMERGENCY MEDICAL ED	24,824.54
0000013745	05/25/17	COMPUTERLAND OF SILICON VALLEY	EQUIP TECH NONINSTR 5K OR MORE	FINANCIAL AID & SCHOLARS	2,313.97
0000013764	05/30/17	PARTITION SPECIALTIES INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	7,360.19
0000013772	05/31/17	TEAMWORK PROMOTIONAL ADVERTISING	NONINSTR SUPPLIES/MATERIALS	TRIO-UPWARD BOUND	1,252.39
0000013772	05/31/17	TEAMWORK PROMOTIONAL ADVERTISING	NONINSTR SUPPLIES/MATERIALS	TRIO-UPWARD BOUND	1,252.39
0000013774	05/31/17	CDW GOVERNMENT	EQUIP TECH NONINSTR < 5000	INFORMATION SYSTMS & SVC	3,859.61
0000013775	05/31/17	LIGHTWERKS COMMUNICATION SYSTEMS INC	EQ NONIN ADD 1K-4999; GUNS;CPU	EOPS	4,560.13
0000013782	06/02/17	NOOELEC INC	INSTR SUPPL/MATERIALS	COMPUTER SCI & INFO TECH	2,107.51
0000013783	06/02/17	CDW GOVERNMENT	INSTR SUPPL/MATERIALS	COMPUTER SCI & INFO TECH	4,934.73
0000013785	06/05/17	AAF INTERNATIONAL	REPAIR/MAINT BLDGS	HVAC	2,272.76
0000013786	06/05/17	PEAK TRAINING SOLUTIONS INC	INSTR SUPPL/MATERIALS	EMERGENCY MEDICAL ED	5,333.63
0000013790	06/06/17	SUBURBAN PROPANE LP	INSTR SUPPL/MATERIALS	FIRE TECHNOLOGY	2,000.00
0000013793	06/06/17	MARKETING IDEAS CALIFORNIA	PRINTING	MATRICULATION DEPARTMEN	10,000.00
0000013803	06/08/17	WORKPLACE SERVICES INC	REPAIR/MAINT BLDGS	WORLD LANGUAGES DEPARTME	545.00
0000013804	06/08/17	MODERN POSTCARD	ADVERTISE NOT REQ BY LAW	STRONG WORKFORCE	3,161.00
0000013804	06/08/17	MODERN POSTCARD	POSTAGE	STRONG WORKFORCE	3,329.00
0000013805	06/08/17	MEDICAL SHIPMENT LLC	INSTR SUPPL/MATERIALS	NURSING EDUCATION	0.39
0000013805	06/08/17	MEDICAL SHIPMENT LLC	INSTR SUPPL/MATERIALS	NURSING EDUCATION	602.30



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0000013813	06/09/17	MEDICAL SHIPMENT LLC	INSTR SUPPL/MATERIALS	NURSING EDUCATION	825.55
0000013815	06/12/17	MEDICAL SHIPMENT LLC	INSTR SUPPL/MATERIALS	NURSING EDUCATION	401.97
0000013816	06/12/17	POCKET NURSE ENTERPRISES INC	EQUIP INSTR, REPL 1K - 4999	NURSING EDUCATION	1,235.39
0000013817	06/12/17	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	GEAR UP	15,000.00
0000013824	06/12/17	WALTERS WHOLESALE ELECTRIC CO	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	23.74
0000013824	06/12/17	WALTERS WHOLESALE ELECTRIC CO	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	305.37
0000013824	06/12/17	WALTERS WHOLESALE ELECTRIC CO	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	2,324.78
0000013828	06/13/17	ADVENTURE IN ADVERTISING	NONINSTR SUPPLIES/MATERIALS	TRIO EDUC OPPORTUNITY CE	2,045.02
0000013830	06/14/17	CART MART INC	EQ NONIN ADD 1K-4999; GUNS;CPU	WAREHOUSE	13,220.93
0000013832	06/15/17	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	TRIO EDUC OPPORTUNITY CE	851.85
0000013842	06/16/17	HP INC	NONINSTR SUPPLIES/MATERIALS	EOPS	209.32
0000013846	06/19/17	IMMEDIATE FEEDBACK ASSESSMENT TECHNIQUE	INSTR SUPPL/MATERIALS	CHEMISTRY	96.98
0000013846	06/19/17	IMMEDIATE FEEDBACK ASSESSMENT TECHNIQUE	INSTR SUPPL/MATERIALS	MATH & NAT HLTH SCI DIVD	138.91
0000013868	06/23/17	ISLAND ADVERTISING SPECIALTIES	ADVERTISE NOT REQ BY LAW	EOPS	792.30
0000013870	06/23/17	TEAMWORK PROMOTIONAL ADVERTISING	ADVERTISE NOT REQ BY LAW	EOPS	492.16
0000013890	07/01/17	KELLY PAPER	NONINSTR SUPPLIES/MATERIALS	BUSINESS SERVICES DEPART	50,000.00
Advertising/Increases					<i>Subtotal for Equipment and Supplies</i> 242,843.09
0000013778	06/02/17	SPORTS BOOSTERS INC	ADVERTISE NOT REQ BY LAW	PUBLIC AFFAIRS OFFICE	1,076.40
0000013779	06/02/17	MARINE CORPS COMMUNITY SERVICES #0140	ADVERTISE NOT REQ BY LAW	OFFICE OF VP STUDENT SVC	14,500.00
Agreements/Services					<i>Subtotal for Advertising/Increases</i> 15,576.40
0000013637	05/08/17	KURZWEIL EDUCATION SYSTEM	SOFTWARE LICENSING FEES	DRC	74.00
0000013637	05/08/17	KURZWEIL EDUCATION SYSTEM	SOFTWARE LICENSING FEES	DRC	2,926.00



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0000013688	05/16/17	NEERAJ, SETH	MAINT AGR, SOFTWARE	HEA TRIO	1,590.00
0000013746	05/25/17	SIEMENS INDUSTRY INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	2,106.00
0000013766	05/30/17	LIFESIGNS INC	INDEPENDENT CONTRACTOR	TTIP SOUTH	5,500.00
0000013777	06/01/17	WESS TRANSPORTATION SERVICES INC	TRAVEL WITH STUDENT	HEA TRIO	1,630.72
0000013780	06/02/17	ARAMARK SERVICES	FOOD FOR MEETINGS	CALWORKS/TANF	2,658.85
0000013781	06/02/17	SENSENI,PHYLLIS E	INDEPENDENT CONTRACTOR	MATH & NAT HLTH SCI DIVD	5,000.00
0000013784	06/02/17	BERGELECTRIC CORP	BUILDING CONSTRUCTIONS	MATH & NAT HLTH SCI DIVD	17,689.00
0000013787	06/05/17	GJK PRODUCTIONS INC	TRAVEL WITH STUDENT	TRIO-UPWARD BOUND	2,636.00
0000013788	06/05/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	TRIO-UPWARD BOUND	448.80
0000013788	06/05/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	GEAR UP	448.80
0000013788	06/05/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	TRIO-UPWARD BOUND	462.40
0000013789	06/05/17	AMERGROUPO INC,THE	REPAIR/MAINT NONINSTR EQUIP	INFORMATION SYSTMS & SVC	1,902.02
0000013791	06/06/17	ASSOCIATION OF PHYSICAL PLAN ADM.	MEMBERSHIP, EMPLOYEE	FACILITIES DEPARTMENT	395.00
0000013791	06/06/17	ASSOCIATION OF PHYSICAL PLAN ADM.	MEMBERSHIP, EMPLOYEE	GENERAL LEDGER CONTROL	1,185.00
0000013794	06/06/17	REGENTS OF THE UNIVERSITY OF CALIFORNIA	EQUIP INSTR, REPL 1K - 4999	EMERGENCY MEDICAL ED	2,894.00
0000013795	06/06/17	TL VETERANS CONSTRUCTION INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	162,800.00
0000013796	06/07/17	RAMONA UNIFIED SCHOOL DISTRICT	RENT/LEASE LAND/BLDGS	OFF-SITE FACILITY RENTAL	3,879.03
0000013797	06/07/17	KNIGHT SECURITY & FIRE SYSTEMS	REPAIR/MAINT BLDGS	STRONG WORKFORCE	298.00
0000013802	06/08/17	ONE DIVERSIFIED LLC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	750.00
0000013807	06/08/17	COOK COATINGS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	26,221.39
0000013807	06/08/17	COOK COATINGS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	63,378.61
0000013808	06/08/17	ASSESSMENT TECHNOLOGIES INSTITUTE	INDEPENDENT CONTRACTOR	NURSING EDUCATION	40,000.00
0000013809	06/08/17	ACCREDITING COMMISSION FOR	TRAVEL, STATE COMMISSION	INSTITUTIONAL	4,053.22
0000013811	06/08/17	LIGHTWERKS COMMUNICATION SYSTEMS INC	EQUIP TECH INSTR 5K OR MORE	NURSING EDUCATION	7,896.13



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0000013814	06/09/17	ARTHUR A BROWN PLUMBING COMPANY INC	REPAIR/MAINT BLDGS	OFFICE,VP ADMINISTRATIV	5,300.00
0000013818	06/12/17	AELOTT AIR CONDITIONING	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	13,950.00
0000013820	06/12/17	HMC GROUP	ARCHITECTURE/ENGINEER FEE	CTEE T&I HVAC	17,400.00
0000013822	06/12/17	ARAMARK SERVICES	FOOD FOR MEETINGS	MATH & NAT HLTH SCI DIVD	10,444.63
0000013823	06/12/17	BEAR COMMUNICATIONS INC	REPAIR/MAINT BLDGS	EMERGENCY OPS (EMRGNCY R	4,000.00
0000013825	06/13/17	WORKPLACE SERVICES INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	2,810.77
0000013827	06/13/17	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	GEAR UP	384.80
0000013829	06/14/17	PISTOLSTAR INC	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	10,000.00
0000013829	06/14/17	PISTOLSTAR INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	10,000.00
0000013831	06/15/17	GEM INDUSTRIAL ELECTRIC INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	14,860.00
0000013834	06/15/17	SURERIDE CHARTER INC	RENT TRANSPORTATION	HEA TRIO	1,236.00
0000013836	06/16/17	ADVANTAGE MAILING LLC	PRINTING	MEDIA STUDIES DEPARTMENT	6,094.57
0000013837	06/16/17	VAVRINEK TRINE DAY & COMPANY	AUDIT	INSTL OBLIGATIONS FISCAL	3,200.00
0000013838	06/16/17	FOLLETT	GRADUATION RELATED	OFFICE OFTHE VP INSTRUCT	1,606.55
0000013843	06/16/17	HEAT SOFTWARE USA INC	MAINT AGR, SOFTWARE	TTIP SOUTH	854.74
0000013845	06/16/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	TRIO-UPWARD BOUND	412.50
0000013845	06/16/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	TRIO-UPWARD BOUND	412.50
0000013845	06/16/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	GEAR UP	425.00
0000013847	06/19/17	EDWARD NIAL LUEKING	FOOD FOR MEETINGS	GEAR UP	567.24
0000013848	06/19/17	RANROY PRINTING CO	PRINTING	ENGLISH DEPARTMENT	2,262.00
0000013848	06/19/17	RANROY PRINTING CO	PRINTING	OFFICE OFTHE VP INSTRUCT	3,268.00
0000013848	06/19/17	RANROY PRINTING CO	PRINTING	ENGLISH DEPARTMENT	7,410.78
0000013849	06/19/17	QUALTRICS LLC	OTHER PERSONAL/CONSULT SVCS	HEA TRIO	600.00
0000013849	06/19/17	QUALTRICS LLC	OTHER PERSONAL/CONSULT SVCS	GEAR UP	1,200.00
0000013849	06/19/17	QUALTRICS LLC	OTHER PERSONAL/CONSULT SVCS	GEAR UP	1,200.00



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0000013850	06/19/17	SOLARWINDS.NET INC	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	7,794.00
0000013851	06/19/17	SAN DIEGO MECHANICAL & ENERGY	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	2,998.00
0000013852	06/19/17	SAN DIEGO MECHANICAL & ENERGY	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	2,273.00
0000013853	06/19/17	HYLAND SOFTWARE INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	45,440.00
0000013854	06/19/17	NCCEP	TRAVEL, CLASSIFIED EMPLOYEE	GEAR UP	5,000.00
0000013855	06/19/17	HYLAND SOFTWARE INC	OTHER PERSONAL/CONSULT SVCS	INSTL OBLIGATIONS INFO S	22,940.00
0000013856	06/19/17	NEERAJ, SETH	MAINT AGR, SOFTWARE	HEA TRIO	1,614.95
0000013858	06/20/17	EUREKA	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	3,000.00
0000013859	06/20/17	QUALTRICS LLC	OTHER PERSONAL/CONSULT SVCS	HEA TRIO	600.00
0000013859	06/20/17	QUALTRICS LLC	OTHER PERSONAL/CONSULT SVCS	GEAR UP	1,200.00
0000013859	06/20/17	QUALTRICS LLC	OTHER PERSONAL/CONSULT SVCS	GEAR UP	1,200.00
0000013860	06/21/17	EMBARCADERO TECHNOLOGIES	MEMBERSHIP, EMPLOYEE	INFORMATION SYSTMS & SVC	759.00
0000013861	06/21/17	FHEG PALOMAR COLLEGE BOOKSTORE	STUDT BOOK/SUPPLY PAYMENTS	EOPS	48,165.83
0000013863	06/21/17	FHEG PALOMAR COLLEGE BOOKSTORE	BOOKSTORE TEXTBOOKS	OFFICE OF VP STUDENT SVC	48,580.00
0000013865	06/22/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	GEAR UP	412.50
0000013865	06/22/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	TRIO-UPWARD BOUND	412.50
0000013865	06/22/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	TRIO-UPWARD BOUND	425.00
0000013866	06/22/17	TURBONOMIC INC	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	5,807.58
0000013867	06/23/17	HILTON SAN FRANCISCO	TRAVEL, CLASSIFIED EMPLOYEE	GEAR UP	3,759.00
0000013869	06/23/17	PADRES LP	TRAVEL WITH STUDENT	TRIO-UPWARD BOUND	815.00
0000013869	06/23/17	PADRES LP	TRAVEL WITH STUDENT	TRIO-UPWARD BOUND	2,445.00
0000013871	06/23/17	SAN DIEGO AIR & SPACE MUSEUM	TRAVEL WITH STUDENT	GEAR UP	1,274.00
0000013872	06/26/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	GEAR UP	523.62
0000013872	06/26/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	TRIO-UPWARD BOUND	523.63
0000013872	06/26/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	TRIO-UPWARD BOUND	536.75



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0000013873	06/26/17	REGENTS OF THE UNIVERSITY OF CALIFORNIA	RENT/LEASE LAND/BLDGS	EMERGENCY MEDICAL ED	2,894.00
0000013874	06/26/17	AVID TECHNOLOGY INC.	SOFTWARE LICENSING FEES	MEDIA STUDIES DEPARTMENT	1,500.00
0000013875	06/26/17	JONES & BARTLETT LEARNING LLC DBA FIDAP	TESTS, INSTRUCTIONAL	EMERGENCY MEDICAL ED	6,053.25
0000013876	06/26/17	WORKPLACE SERVICES INC	REPAIR/MAINT BLDGS	FISCAL SERVICES DEPARTMN	4,979.86
0000013877	06/27/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	TRIO-UPWARD BOUND	469.92
0000013877	06/27/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	TRIO-UPWARD BOUND	469.92
0000013877	06/27/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	GEAR UP	484.16
0000013878	06/27/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	TRIO-UPWARD BOUND	340.56
0000013878	06/27/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	GEAR UP	340.56
0000013878	06/27/17	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT TRANSPORTATION	TRIO-UPWARD BOUND	350.88
0000013879	06/27/17	TEEN INTERMEDIATE CORP	TRAVEL WITH STUDENT	TRIO-UPWARD BOUND	297.03
0000013879	06/27/17	TEEN INTERMEDIATE CORP	TRAVEL WITH STUDENT	TRIO-UPWARD BOUND	891.09
0000013880	06/27/17	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	HEA TRIO	384.80
0000013881	06/27/17	HACU	TRAVEL, CLASSIFIED ADMINSTR	OFFICE OF VP STUDENT SVC	1,206.00
0000013881	06/27/17	HACU	TRAVEL, ACADEMIC ADMIN	OFFICE OF VP STUDENT SVC	1,809.00
0000013881	06/27/17	HACU	TRAVEL, ACADEMIC EMPLOYEE	OFFICE OF VP STUDENT SVC	3,497.40
0000013881	06/27/17	HACU	TRAVEL, STUDENT	OFFICE OF VP STUDENT SVC	3,685.50
0000013882	06/27/17	WORKPLACE SERVICES INC	REPAIR/MAINT BLDGS	CAREER, TECH, EXT ED DIV	3,545.58
0000013883	06/27/17	BIBLIOTHECA LLC	REPAIR/MAINT NONINSTR EQUIP	LIBRARY	4,719.81
0000013888	06/28/17	IBM CORPORATION	MAINT AGR, SOFTWARE	TTIP SOUTH	17,647.20
0000013889	07/01/17	GLOBAL INTERACTIVE SOLUTIONS, LLC	INDEPENDENT CONTRACTOR	TTIP SOUTH	50,000.00
0000013891	07/01/17	MW MECHANICAL INC	REPAIR/MAINT BLDGS	BUILDING SERVICES	9,536.00
0000013892	07/01/17	DAIKIN APPLIED AMERICAS INC	REPAIR/MAINT BLDGS	BUILDING SERVICES	3,864.00
0000013893	06/28/17	EBSCO	LIBRARY MAGAZINE/PERIOD	LIBRARY	29,343.37



Purchase Orders - Board Report

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<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000013894	06/28/17	NEVADA CONTRACTORS REGISTRY, INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	14,800.00
0000013895	07/01/17	DAIKIN APPLIED AMERICAS INC	REPAIR/MAINT BLDGS	BUILDING SERVICES	2,724.00
0000013897	07/01/17	DAIKIN APPLIED AMERICAS INC	REPAIR/MAINT BLDGS	BUILDING SERVICES	3,540.00
0000013899	06/28/17	TEXTHELP SYSTEMS INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	1,550.00
0000013900	06/29/17	COBRO CONSULTING LLC	OTHER PERSONAL/CONSULT SVCS	GEAR UP	31,200.00
0000013901	06/29/17	CCLC	LIBRARY NONPRINT MEDIA	LIBRARY	22,331.00
0000013903	06/29/17	SAN DIEGO ELECTRICAL TRAINING TRUST	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	182,305.65
Annual Maintenance/Service Agreements					<i>Subtotal for Agreements/Services</i> 1,093,982.95
0000013844	06/16/17	KNIGHT SECURITY & FIRE SYSTEMS	REPAIR/MAINT BLDGS	MATH & NAT HLTH SCI DIVD	296.40
Prop M - Bond Money					<i>Subtotal for Annual Maintenance/Service Agreements</i> 296.40
0000013501	04/05/17	KNIGHT SECURITY & FIRE SYSTEMS	BUILDING CONSTRUCTIONS	PROP M BOND	489.00
0000013718	05/22/17	NINYO & MOORE	BLUEPRINT/INSPECTION SVCS	PROP M BOND	4,000.00
0000013792	06/06/17	TROXELL COMMUNICATIONS INC	TRAINING	PROP M BOND	842.00
0000013792	06/06/17	TROXELL COMMUNICATIONS INC	SOFTWARE LICENSING FEES	PROP M BOND	3,017.00
0000013792	06/06/17	TROXELL COMMUNICATIONS INC	EQUIP TECH NONINSTR < 5000	PROP M BOND	7,978.89
0000013798	06/07/17	HELIX ENVIRONMENTAL PLANNING INC	OTHER PERSONAL/CONSULT SVCS	PROP M BOND	12,816.73
0000013798	06/07/17	HELIX ENVIRONMENTAL PLANNING INC	OTHER PERSONAL/CONSULT SVCS	PROP M BOND	27,057.27
0000013799	06/07/17	COLLICUTT ENERGY SERVICES INC	BUILDING CONSTRUCTIONS	PROP M BOND	2,350.00
0000013800	06/07/17	HELIX ENVIRONMENTAL PLANNING INC	OTHER PERSONAL/CONSULT SVCS	PROP M BOND	5,000.00
0000013801	06/07/17	HELIX ENVIRONMENTAL PLANNING INC	OTHER PERSONAL/CONSULT SVCS	PROP M BOND	27,000.00
0000013806	06/08/17	HMC GROUP	ARCHITECTURE/ENGINEER FEE	PROP M BOND	177,105.76
0000013810	06/08/17	BERGELECTRIC CORP	BUILDING CONSTRUCTIONS	PROP M BOND	1,067.00
0000013812	06/08/17	COMPUTER PROTECTION TECHNOLOGY	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	6,617.84



Purchase Orders - Board Report

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<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000013819	06/12/17	LIGHTWERKS COMMUNICATION SYSTEMS INC	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	14,203.98
0000013821	06/12/17	MCCARTHY BUILDING COMPANIES INC	BUILDING CONSTRUCTIONS	PROP M BOND	273,609.00
0000013857	06/19/17	STORAGE WEST SOLUTIONS INC	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	1,950.62
0000013864	06/21/17	GAFCON INC	BUILDING CONSTRUCTIONS	PROP M BOND	1,318,194.00
<i>Subtotal for Prop M - Bond Money</i>					1,883,299.09

<i>Total PO Count:</i>	127
<i>Total PO Amount:</i>	\$3,235,997.93



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

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Run Date Jun/29/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000013795	06/06/17	TL VETERANS CONSTRUCTION INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	162,800.00
0000013806	06/08/17	HMC GROUP	ARCHITECTURE/ENGINEER FEE	PROP M BOND	177,105.76
0000013807	06/08/17	COOK COATINGS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	89,600.00
0000013821	06/12/17	MCCARTHY BUILDING COMPANIES INC	BUILDING CONSTRUCTIONS	PROP M BOND	273,609.00
0000013864	06/21/17	GAFCON INC	BUILDING CONSTRUCTIONS	PROP M BOND	1,318,194.00
0000013889	07/01/17	GLOBAL INTERACTIVE SOLUTIONS, LLC	INDEPENDENT CONTRACTOR	TTIP SOUTH	50,000.00
0000013890	07/01/17	KELLY PAPER	NONINSTR SUPPLIES/MATERIALS	BUSINESS SERVICES DEPART	50,000.00
0000013903	06/29/17	SAN DIEGO ELECTRICAL TRAINING TRUST	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	182,305.65

-----Original Message-----

From: lfarrior@nsf.gov [<mailto:lfarrior@nsf.gov>]

Sent: Wednesday, June 07, 2017 5:01 PM

To: Blake, Joi L. <jblake@palomar.edu>

Cc: dgaawd@nsf.gov; swytchmo@nsf.gov; olpierra@nsf.gov

Subject: Award Id : 1700552, PI: Cheung

AWARD NOTICE

Award Date:	June 7, 2017
Award No. (FAIN):	1700552
Proposal No.:	1700552
Managing Division Abbreviation:	DUE

Dr. Joi Lin Blake
Superintendent/President
Palomar College
1140 West Mission
San Marcos, CA 92069-1487
DUNS ID: 078750478

Dear Dr. Joi Lin Blake:

The National Science Foundation hereby awards a grant of \$798,858 to Palomar College for support of the project described in the proposal referenced above as modified by revised budget dated May 11, 2017. This award is expected to total \$798,858.

This project, entitled "Unmanned Aircraft System operations Technician Education Program (UASTEP)," is under the direction of Wing Cheung, Ken Yanow, Sean Figg, Mark Bealo.

This award starts July 1 , 2017 and ends June 30, 2020.

This grant is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75) and is subject to Research Terms and Conditions (RTCs) dated March 14, 2017, and NSF Agency Specific Requirements, dated April 3, 2017, available at: <https://www.nsf.gov/awards/managing/rtc.jsp>. and the following terms and conditions:

This award is subject to the Federal Funding Accountability and Transparency Act (FFATA) award term entitled, Reporting Subawards and Executive Compensation, which has been incorporated into the NSF Terms and Conditions referenced above.

If the awardee has any questions related to the pre-populated data associated with this award in the FFATA Subaward Reporting System, such questions should be submitted

to: FFATAReporting@nsf.gov or by phone to: (800) 673-6188.

This award is subject to the provisions of NSF 14-577, Advanced Technological Education (ATE).

Funds provided for participant support may not be diverted by the awardee to other categories of expense without the prior written approval of the cognizant NSF Program Officer. Since participant support cost is not a normal account classification, the awardee organization must be able to separately identify participant support costs. It is highly recommended that separate accounts, sub-accounts, sub-task, or sub-ledgers be established to accumulate these costs. The awardee should have written policies and procedures to segregate participant support costs.

All materials produced as part of this project, including electronic components such as World Wide Web pages, must include a clear indication of source(s) of support (both NSF and any other contributors.)

The attached budget indicates the amounts, by categories, on which NSF has based its support.

The indirect cost rate(s) for this award is/are :

Item Name	Indirect Cost Rate
-----	-----
Palomar indirect rate (excl. equip and participant support cost)	8.0000%

These rates are at the time of award and are based upon the budget submitted to the NSF. It does not include any out-year adjustments. The NSF will not modify awards simply to correct indirect cost rates cited in the award notice. See the Proposal & Award Policies & Procedures Guide (PAPPG) Chapter X.A.3.a. for guidance on re-budgeting authority.

Please view the project reporting requirements for this award at the following web address [<https://reporting.research.gov/fedAwardId/1700552>].

The cognizant NSF program official for this grant is Olga Pierrakos, (703) 292-8670

The cognizant NSF grants official contact is Jannele Gosey, (703) 292-4445.

Sincerely,

LeVar Rashawn Farrior
Grants and Agreements Officer

CFDA No. 47.076, Education and Human Resources
jblake@palomar.edu

DUE-1700552

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SUMMARY PROPOSAL BUDGET

Person MOS	Funds	cal	acad	sumr	granted	By NSF
A. (12.00) Total Senior personnel	0.00	4.44	12.63	\$178,484		
B. Other Personnel						
1. (0.00) Post Doctoral associates	0.00	0.00	0.00	\$0		
2. (0.00) Other professionals	0.00	0.00	0.00	\$0		
3. (0.00) Graduate students				\$0		
4. (3.00) Secretarial-clerical				\$30,604		
5. (6.00) Undergraduate students				\$56,557		
6. (0.00) Other				\$0		
Total salaries and wages (A+B)				\$265,645		
C. Fringe benefits (if charged as direct cost)				\$36,637		
Total salaries wages and fringes (A+B+C)				\$302,282		
D. Total permanent equipment				\$209,901		
E. Travel						
1. Domestic				\$60,000		
2. International				\$0		
F. Total participant support costs				\$50,950		
G. Other direct costs						
1. Materials and supplies				\$6,000		
2. Publication costs/page charges				\$6,000		
3. Consultant services				\$123,872		
4. Computer (ADPE) services				\$0		
5. Subcontracts				\$0		
6. Other				\$0		
Total other direct costs				\$135,872		
H. Total direct costs (A through G)				\$759,005		
I. Total indirect costs				\$39,853		
(For information on the rate used, please refer to the award notice)						
J. Total direct and indirect costs (H+I)				\$798,858		
K. Small Business Fee				\$0		
L. Amount of this request (J) or (J+K)				\$798,858		
M. Cost sharing				\$0		

SUMMARY PROPOSAL BUDGET

YEAR 1

ORGANIZATION Palomar College				FOR NSF USE ONLY			
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR Wing Cheung				PROPOSAL NO.	DURATION (months)		
				AWARD NO.	Proposed	Granted	
A. SENIOR PERSONNEL: PI/PD, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
				CAL	ACAD	SUMR	
1. Wing Cheung - PI				0.00	0.00	1.75	19,429
2. Mark Bealo - Co-PI				0.00	0.00	1.30	14,215
3. Sean Figg - Co-PI				0.00	0.00	1.16	10,544
4. Ken Yanow - Co-PI				0.00	1.57	0.00	14,133
5.							
6. (0) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00	0
7. (4) TOTAL SENIOR PERSONNEL (1 - 6)				0.00	1.57	4.21	58,321
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. (0) POST DOCTORAL SCHOLARS				0.00	0.00	0.00	0
2. (0) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				0.00	0.00	0.00	0
3. (0) GRADUATE STUDENTS							0
4. (2) UNDERGRADUATE STUDENTS							18,480
5. (1) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							10,000
6. (0) OTHER							0
TOTAL SALARIES AND WAGES (A + B)							86,801
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							11,971
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							98,772
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
100 licenses of the Agisoft PhotoScan software				\$	60,000		
90 Robo 3D R1 Plus DIY Drone kits					9,300		
Five Robo 3D R1 Plus 3D Printers					5,000		
Others (See Budget Comments Page...)					35,700		
TOTAL EQUIPMENT							110,000
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)							20,000
2. FOREIGN							0
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$ 500							
2. TRAVEL 1,000							
3. SUBSISTENCE 4,800							
4. OTHER 200							
TOTAL NUMBER OF PARTICIPANTS (21) TOTAL PARTICIPANT COSTS							6,500
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES							2,000
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION							2,000
3. CONSULTANT SERVICES							41,850
4. COMPUTER SERVICES							0
5. SUBAWARDS							0
6. OTHER							0
TOTAL OTHER DIRECT COSTS							45,850
H. TOTAL DIRECT COSTS (A THROUGH G)							281,122
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)							
Palomar College negotiated indirect rate (base excl. equipment) (Rate: 8.0000, Base: 171122)							
TOTAL INDIRECT COSTS (F&A)							13,690
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)							294,812
K. SMALL BUSINESS FEE							0
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)							294,812
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$			
PI/PD NAME Wing Cheung				FOR NSF USE ONLY			
ORG. REP. NAME*				INDIRECT COST RATE VERIFICATION			
				Date Checked	Date Of Rate Sheet	Initials - ORG	

1 *ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

SUMMARY PROPOSAL BUDGET COMMENTS - Year 1

** D- Equipment

One Aerial LiDAR for DJI S900 (Amount: \$ 10000)

One DJI D-RTK GNSS receiver for DJI S900 (Amount: \$ 5000)

One DJI S900 UAV (Amount: \$ 6000)

Three 3DR Solo UAVs (Amount: \$ 2700)

Three Parrot Sequoia multispectral sensors (Amount: \$ 12000)

SUMMARY PROPOSAL BUDGET

YEAR 2

ORGANIZATION Palomar College				FOR NSF USE ONLY			
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR Wing Cheung				PROPOSAL NO.		DURATION (months)	
				AWARD NO.		Proposed	Granted
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	
	CAL	ACAD	SUMR			Funds granted by NSF (if different)	
1. Wing Cheung - PI	0.00	0.00	1.75			19,818	
2. Mark Bealo - Co-PI	0.00	0.00	1.30			14,499	
3. Sean Figg - Co-PI	0.00	0.00	1.16			10,755	
4. Ken Yanow - Co-PI	0.00	1.30	0.00			14,415	
5.							
6. (0) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00			0	
7. (4) TOTAL SENIOR PERSONNEL (1 - 6)	0.00	1.30	4.21			59,487	
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. (0) POST DOCTORAL SCHOLARS	0.00	0.00	0.00			0	
2. (0) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	0.00	0.00	0.00			0	
3. (0) GRADUATE STUDENTS						0	
4. (2) UNDERGRADUATE STUDENTS						18,850	
5. (1) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)						10,200	
6. (0) OTHER						0	
TOTAL SALARIES AND WAGES (A + B)						88,537	
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)						12,211	
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)						100,748	
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
90 Robo 3D R1 Plus DIY Drone kits			\$ 9,300				
Sensefly ebee RTK fixed wing UAV			26,000				
Three 3DR Solo UAVs			2,700				
Three Parrot Sequoia multispectral sensors			12,000				
TOTAL EQUIPMENT						50,000	
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)						20,000	
2. FOREIGN						0	
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$			11,000				
2. TRAVEL			1,000				
3. SUBSISTENCE			7,200				
4. OTHER			3,025				
TOTAL NUMBER OF PARTICIPANTS (36) TOTAL PARTICIPANT COSTS						22,225	
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES						2,000	
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION						2,000	
3. CONSULTANT SERVICES						40,882	
4. COMPUTER SERVICES						0	
5. SUBAWARDS						0	
6. OTHER						0	
TOTAL OTHER DIRECT COSTS						44,882	
H. TOTAL DIRECT COSTS (A THROUGH G)						237,855	
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)							
Palomar College negotiated indirect rate (base excl. equipment) (Rate: 8.0000, Base: 187854)							
TOTAL INDIRECT COSTS (F&A)						15,028	
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)						252,883	
K. SMALL BUSINESS FEE						0	
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)						252,883	
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$			
PI/PI NAME Wing Cheung				FOR NSF USE ONLY			
ORG. REP. NAME*				INDIRECT COST RATE VERIFICATION			
				Date Checked	Date Of Rate Sheet	Initials - ORG	

2 *ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

SUMMARY PROPOSAL BUDGET

YEAR 3

ORGANIZATION Palomar College				FOR NSF USE ONLY		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR Wing Cheung				PROPOSAL NO.	DURATION (months)	
				AWARD NO.	Proposed	Granted
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer
	CAL	ACAD	SUMR			Funds granted by NSF (if different)
1. Wing Cheung - PI	0.00	0.00	1.75		20,214	
2. Mark Bealo - Co-PI	0.00	0.00	1.30		14,789	
3. Sean Figg - Co-PI	0.00	0.00	1.16		10,970	
4. Ken Yanow - Co-PI	0.00	1.57	0.00		14,703	
5.						
6. (0) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00		0	
7. (4) TOTAL SENIOR PERSONNEL (1 - 6)	0.00	1.57	4.21		60,676	
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)						
1. (0) POST DOCTORAL SCHOLARS	0.00	0.00	0.00		0	
2. (0) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	0.00	0.00	0.00		0	
3. (0) GRADUATE STUDENTS					0	
4. (2) UNDERGRADUATE STUDENTS					0	
5. (1) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)					19,227	
6. (0) OTHER					10,404	
TOTAL SALARIES AND WAGES (A + B)					0	
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)					90,307	
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)					12,455	
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)					102,762	
90 Robo 3D R1 Plus DIY Drone kits			\$ 9,300			
Sensefly ebee RTK fixed wing UAV			26,000			
Three 3DR Solo UAVs			2,700			
Three Parrot Sequoia multispectral sensors			12,000			
TOTAL EQUIPMENT					50,000	
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)					20,000	
2. FOREIGN					0	
F. PARTICIPANT SUPPORT COSTS						
1. STIPENDS \$		11,000				
2. TRAVEL		1,000				
3. SUBSISTENCE		7,200				
4. OTHER		3,025				
TOTAL NUMBER OF PARTICIPANTS (36) TOTAL PARTICIPANT COSTS					22,225	
G. OTHER DIRECT COSTS						
1. MATERIALS AND SUPPLIES					2,000	
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION					2,000	
3. CONSULTANT SERVICES					41,170	
4. COMPUTER SERVICES					0	
5. SUBAWARDS					0	
6. OTHER					0	
TOTAL OTHER DIRECT COSTS					45,170	
H. TOTAL DIRECT COSTS (A THROUGH G)					240,157	
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) Palomar College negotiated indirect rate (base excl. equipment) (Rate: 8.0000, Base: 190157)						
TOTAL INDIRECT COSTS (F&A)					15,213	
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)					255,370	
K. SMALL BUSINESS FEE					0	
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)					255,370	
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$		
PI/PI NAME Wing Cheung				FOR NSF USE ONLY		
ORG. REP. NAME*				INDIRECT COST RATE VERIFICATION		
				Date Checked	Date Of Rate Sheet	Initials - ORG

SUMMARY PROPOSAL BUDGET

Cumulative

ORGANIZATION Palomar College				FOR NSF USE ONLY	
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR Wing Cheung				PROPOSAL NO.	DURATION (months)
				AWARD NO.	Proposed Granted
A. SENIOR PERSONNEL: PI/PD, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months	
	CAL	ACAD	SUMR	Funds Requested By proposer	Funds granted by NSF (if different)
1. Wing Cheung - PI	0.00	0.00	5.25	59,461	
2. Mark Bealo - Co-PI	0.00	0.00	3.90	43,503	
3. Sean Figg - Co-PI	0.00	0.00	3.48	32,269	
4. Ken Yanow - Co-PI	0.00	4.44	0.00	43,251	
5.					
6. () OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00	0	
7. (4) TOTAL SENIOR PERSONNEL (1 - 6)	0.00	4.44	12.63	178,484	
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)					
1. (0) POST DOCTORAL SCHOLARS	0.00	0.00	0.00	0	
2. (0) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	0.00	0.00	0.00	0	
3. (0) GRADUATE STUDENTS				0	
4. (6) UNDERGRADUATE STUDENTS				56,557	
5. (3) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)				30,604	
6. (0) OTHER				0	
TOTAL SALARIES AND WAGES (A + B)				265,645	
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)				36,637	
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)				302,282	
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)					
\$ 210,000					
TOTAL EQUIPMENT				210,000	
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)				60,000	
2. FOREIGN				0	
F. PARTICIPANT SUPPORT COSTS					
1. STIPENDS \$	22,500				
2. TRAVEL	3,000				
3. SUBSISTENCE	19,200				
4. OTHER	6,250				
TOTAL NUMBER OF PARTICIPANTS (93) TOTAL PARTICIPANT COSTS				50,950	
G. OTHER DIRECT COSTS					
1. MATERIALS AND SUPPLIES				6,000	
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION				6,000	
3. CONSULTANT SERVICES				123,902	
4. COMPUTER SERVICES				0	
5. SUBAWARDS				0	
6. OTHER				0	
TOTAL OTHER DIRECT COSTS				135,902	
H. TOTAL DIRECT COSTS (A THROUGH G)				759,134	
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)					
TOTAL INDIRECT COSTS (F&A)				43,931	
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)				803,065	
K. SMALL BUSINESS FEE				0	
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)				803,065	
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$	
PI/PD NAME Wing Cheung				FOR NSF USE ONLY	
ORG. REP. NAME*				INDIRECT COST RATE VERIFICATION	
				Date Checked	Date Of Rate Sheet
				Initials - ORG	

C *ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

Goals, Objectives, and Deliverables

The overarching goal of the UASTEP (Unmanned Aircraft System operations Technician Education Program) is to develop educational and career pathways at community colleges that will prepare students to succeed as employees or entrepreneurs in the ever-expanding UAS field. Specifically, graduates will receive the technical skills and discipline-specific knowledge needed to become a safe and responsible commercial UAS operator or to establish their own small UAS startup businesses (see Logic Model in Appendix 0).

Goal 1: Program and Curriculum Development and Improvement:

Table 1. Tentative course of study for the Certificate/Associate's Degree in UAS technology

Required Courses (All Required)	Elective Courses (Pick 2)
Introduction to drone safety and applications (MOOC)*~	Elements of Marketing in Science and Technology**^
Introduction to Drones	Civilian and Commercial UAS Operations for Veterans*
Intermediate Drones	Digital Video for Multimedia
Groundschool for UAS*~	Construction Inspection with UAS*
GIS~	Introduction to Electrical and Computer Engineering*
Remote Sensing (RS) and UAS*	GIS and Mapping with UAS*
Small Business Entrepreneurship**^	
Internship*	

*Courses that need to be developed or require significant revision to integrate UAS; ^Courses to be articulated with UCSD extension and National University; ~Courses to be considered for dual enrollment with high schools.

Objective 1.1: Develop courses that are aligned with the UAS Advisory Committee's recommendations, DACUM (GeoTed-UAS), and FAA regulations to be offered at Palomar College and Southwestern College.

Objective 1.2: Establish Certificate and Associate's Degree in UAS technology at Palomar College and Southwestern College.

Objective 1.3: Document the process as well as best practices in adopting the Palomar College UAS curriculum and program at Southwestern College.

Objective 1.4: Explore opportunities for offering classes online to reduce duplication of efforts among partner colleges, and increase access for underserved (veteran, rural) student populations.

Objective 1.5: Investigate opportunities to offer dual enrollment courses at high schools.

Objective 1.6: Investigate opportunities to articulate courses with UCSD Extension's certificate program in Business Management specializing in Entrepreneurship and National University's Bachelor's Degree program in Management or Business Administration concentrating in Entrepreneurship (see Goal 3 for details).

Deliverables will include (1) 10 new courses or existing courses that require significant revisions to integrate UAS, (2) Certificate/Degree programs in UAS technology with curriculum description, course syllabi, and instructional resources, (3) publication documenting best practices for adopting the Palomar College UAS curriculum and program at other 2-year colleges, and (4) materials describing educational pathways between the Certificate/Degree in UAS technology with dual enrollment courses and articulated courses.

Goal 2: Professional Development for Educators:

Objective 2.1: Develop and offer two annual workshops for STEM and CTE faculty members.

Objective 2.2: Mentor faculty members on lesson development during and after workshops.

Objective 2.3: Encourage faculty members to present their UAS lessons at the ESRI educational user conference, and require them to post their lessons on the SpatialLABS repository.

Deliverables will include at least 20 SpatialLABS lessons focused on the application of UAS in various STEM and CTE fields, as well as ongoing mentoring for workshop participants.

Goal 3: Strengthening Business and Workplace Competencies:

Objective 3.1: Develop two courses (Small Business Entrepreneurship, Elements of Marketing in Science and Technology) in business and entrepreneurial skills.

Objective 3.2: Request local economic investment organizations (e.g. San Diego Regional Economic Development Corporation, see Letter of Support) to validate the developed courses.

Objective 3.3: Courses will be articulated between Palomar College, National University, and UCSD Extension, and will be integrated into the new UAS programs and Entrepreneurship program.

Objective 3.4: Develop sample educational plans for students interested in taking advantage of the educational pathways to UCSD Extension or National University.

Deliverables will include (1) two new industry-validated courses on business management, (2) new articulation agreements between Palomar College, National University, and UCSD Extension, and (3) educational plans for UAS students interested in the educational pathways to UCSD Extension or National University.

Goal 4: Student Outreach and Summer Academies:

Objective 4.1. Market programs and host or participate in outreach activities and student competitions targeted at underserved student populations.

Objective 4.2. Develop and implement 6-day student summer academy annually.

Deliverables will include at least three community (e.g. STEM in your Backyard) and campus outreach events per year targeting underserved student populations, and three summer academies for students over the span of the project.

Table 2. UASTEP Management Plan and Timetable (Requested start date of July 2017)

Table 2: CASPER Management Plan and Timetable (Requested start date of July 2017)								
Year 1 Fall [F17]	Year 1 Spring [S18]	Year 1 Summer [Su18]	Year 2 Fall [F18]	Year 2 Spring [S19]	Year 2 Summer [Su19]	Year 3 Fall [F19]	Year 3 Spring [S20]	Year 3 Summer [Su20]
Develop and implement 4 courses at Palomar with content experts: MOOC [KY], Groundschool [SF,*], Entrepreneurship [MB,*], RS [WC,*]			Develop and implement 3 courses at Palomar with content experts: ENGR [WC,*], Marketing [MB,*], Internship [MB,SF]			Develop and implement 3 courses at Palomar with content experts: GIS w/UAS [WC], UAS for Veterans [SF,*], Construction Inspection [MB,*]		
			Adopt UAS courses at Southwestern [KY]					
			Develop and implement programs at Palomar and Southwestern [WC,KY]					
						Produce case study on best practices of curriculum and program adoption [KY]		
	Explore dual enrollment with high schools [KY,WC,~]							
	Create articulation agreements with UCSD Extension and National Uni. [MB,WC,~]							
		Develop & recruit for educator workshop [KY,SF]	Implement weekend workshop [SF,MB]	Publish and present lessons [SF]	Develop & recruit for educator workshop [KY,SF]	Implement weekend workshop [SF,MB]	Publish and present lessons [SF]	
			Mentor educators [ALL]					
Competition [KY]	Outreach [WC]	Outreach [MB]	Competition [KY]	Outreach [WC]	Outreach [MB]	Competition [KY]	Outreach [WC]	Outreach [MB]
	Plan, recruit for student academy [WC,MB,JS]	Implement student academy [MB,WC,JS]		Plan, recruit for student academy [JS,MB,WC]	Implement student academy [MB,WC,JS]		Plan, recruit for student academy [MB,WC,JS]	Implement student academy [MB,WC,JS]

WC-Cheung, KY-Yanow, SF-Figg, MB-Bealo, JS-Schubert, *Content Experts [see Appendix 1 for content expert details], ~High School, UCSD Extension, and National University partners. Refer to Table 1 for full course titles.



Foothill-De Anza Community College District

12345 El Monte Road, Los Altos Hills, CA 94022

Memorandum of Understanding

**Online Education Initiative, funded by the Chancellor's Office of the California
Community Colleges (Foothill-De Anza Community College District, fiscal agent)
and
TTIP CCC TechConnect, funded by the Chancellor's Office of the California Community
Colleges (Palomar Community College District, fiscal agent)**

The TTIP CCC TechConnect project, awarded to Palomar Community College District under RFA #17-056, with support from the Chancellor's Office of the California Community Colleges, is leading a statewide technology project which involves software services, training, online conferences and events, and user support. The purpose of this project is to provide online training and online teaching certification for stakeholders in the California Community Colleges.

Host College: Palomar Community College District
(on behalf of TTIP CCC TechConnect)

We, the Online Education Initiative (Foothill-De Anza Community College District, as fiscal agent) and the Host College named above hereby agree to the following:

1. The Online Education Initiative will:
 - A. Agree to pay TTIP CCC TechConnect (Palomar Community College District, as fiscal agent) the sum of \$75,000 for co-sponsorship of the 2017 Online Teaching Conference to be held June 20-21, 2017 at the Hilton Anaheim Convention Center in Anaheim, California.
 - B. Provide workshop presentations and staff to present for an Online Education Initiative "conference attendee track."
2. The TTIP CCC TechConnect Project will:
 - A. Promote the Online Education Initiative as a co-sponsor of the conference in print, online media, and at the conference. This includes but is not limited to:
 - a. Logo displayed on homepage of OTC website and registration site with link to OEI website.
 - b. Logo included on promotional material and signage.
 - c. Recognition in OTC email newsletter.
 - d. Recognition on Online Teaching Conference Facebook page and Twitter feeds.
 - e. 10' x 10' exhibit space, located in Ballroom where meals are served.

- B.** Provide the Online Education Initiative with input into general program development for the conference.
- C.** Provide a custom registration code for OEI staff, steering committee, and consortium representatives, including a reconciliation report of conference attendees by code.
- D.** Collaborate with Online Education Initiative administration and staff in further promotion of the conference as deemed appropriate by both parties.

Ron Ballesteros-Perez	Date
Assistant Superintendent/ VP, Finance and Administrative Services	
Palomar Community College District	

Kevin McElroy	Date
Vice Chancellor, Business Services	
Foothill-De Anza Community College District	

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

This MEMORANDUM OF AGREEMENT for the implementation of the Adult Education Block Grant (AEBG), appropriated as part of California Assembly Bill 104 and defined by Education Codes 84900-84920, is entered into this 1st day of July, 2017, by and among the member districts of the **EDUCATION TO CAREER NETWORK (ETCN)**, hereinafter called **ETCN**, represented by its fiscal agent, Vista Unified School District, and the Palomar Community College District, hereinafter called the **DISTRICT**, for a two year term from July 1, 2017 through June 30, 2019.

RECITAL

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

AGREEMENT

- A. For the purposes of this agreement, Addendum A is defined as the list of annual activities the DISTRICT will provide to the ETCN. These annual activities will be updated annually during the two year term and provided to the Fiscal Agent no later than June 1st. Addendum B is the CFAD (Consortium Fiscal Administration Declaration) which will be updated annually during the two year term. Addendum C is the 2017-18 program assurances as required by AB104. Addendum C for 2018-19 will be updated no later than June 1, 2018.
- B. The DISTRICT shall:
 - 1. In accordance with the EDUCATION TO CAREER NETWORK (ETCN) Governance Charter, designate a primary representative and an alternate to serve on the Leadership Council, and ensure that the designated representative or alternate attends Leadership Council formal and informal meetings.
 - a. The Leadership Council is responsible for approving the use of the Adult Education Block Grant funds awarded by the state to the region served by Palomar College. Leadership Council representatives should:
 - i. Have a comprehensive understanding of the strategic implications and outcomes of the Plan and the *annual activities*;
 - ii. Appreciate the significance of the project for some or all major stakeholders and represent their interests;
 - iii. Act as an advocate for broad regional support for the outcomes of the Plan;
 - iv. Have a deep understanding of the region and its adult education, immigrant integration, and workforce development needs; and

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

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

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

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

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

2. The District shall furnish by September 1 for the previous fiscal year any documents required for audit purposes.
3. Notwithstanding any of the foregoing provisions of the agreement, if at any time during the term of this agreement the State of California fails to appropriate or allocate anticipated funds to the ETCN for the AEBG, the ETCN reserves the right to change the budget amounts in proportion to the district's share of the AEBG award as outlined in Addendum B with 30 days' notice to the DISTRICT.
4. If the DISTRICT is unable to continue current course offerings or to maintain program support levels because of this reduced funding, the DISTRICT, in its sole discretion, may terminate in all or in part course offerings and/or support services necessary to accommodate the reduced funding level.
5. The ETCN, through its fiscal agent, shall defend, indemnify, and hold the DISTRICT harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the ETCN, its officers, agents or employees. The DISTRICT shall defend, indemnify, and hold the ETCN harmless from and against any and all liability, loss, expense, reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DISTRICT, its officers, agents or employees.
6. All ETCN members as a condition of receiving funds must acknowledge the Adult Education Block Grant (AEBG) Program Assurances which are attached as Addendum C to this MOU.

For the DISTRICT:

For the ETCN:

Palomar Community College District

Vista Unified School District (fiscal agent)

By: _____

Print Name: _____

Donna Caperton

Title: _____

Assistant Superintendent, Business Services

Authorized by Governing Board on:

VUSD Contract# **C17180215**
Addendum A

Adult Education Block Grant
Education to Career Network
2017-18 and Projected 2018-19 Budget

Activity	Priority	Consortium Member	Final 2016-17 Amount (Including 15-16 carry-over)	Projected 2017-2018	Preliminary 2017-18 (does not include any 2016-17 carry-over)	Planned 2016-17 Carry-over to use in 2017-18
Conference and Travel	All Areas	Escondido	\$ 12,500	\$ 12,500	\$ -	\$ 12,500
Participation in Curriculum Activities	Curriculum	Escondido	\$ 14,370		\$ -	\$ 3,000
Maintenance of Capacity	MOC	Escondido	\$ -	\$ 142,000	\$ 142,000	
Hire Career Education Advisor	Student Support	Escondido	\$ 100,000	\$ 100,000	\$ 100,000	
Purchase hardware/software to increase use of technology, availability of computers and language software	Student Support	Escondido				
Provide childcare at various sites	Student Support	Escondido	\$ 12,500	\$ 12,500	\$ 12,500	
Parking enhancement	Student Support	Escondido				
Purchase laptops/tablets for loan to students	Student Support	Escondido				
Hire Data Coordinator	Student Support	Escondido/All	\$ 100,000	\$ 100,000	\$ 100,000	
Tutoring	Student Support	Escondido	\$ 25,556	\$ 25,556	\$ 25,556	
Hire Transition Coordinator	Successful transitions	Escondido	\$ 100,000	\$ 100,000	\$ 100,000	
Software license renewal	Successful transitions	Escondido	\$ 40,000	\$ 40,000	\$ 40,000	
One-time Funding		Escondido	\$ 50,550			
					\$ 520,056	\$ 15,500
					\$ 26,003	\$ 775
Base Funding (includes indirect)	MOE	Escondido	\$ 2,011,489	\$ 2,011,489	\$ 2,011,489	
			\$ 75,000	\$ 75,000		
Administrative Assistant (Kelly Hamm)	All Areas	Fiscal Agent	\$ 15,000	\$ 15,000	\$ 15,000	\$ -
Accounting Person (Jan Shaw)	All Areas	Fiscal Agent	\$ 75,000	\$ 75,000	\$ 75,000	\$ -

Adult Education Block Grant
Education to Career Network
2017-18 and Projected 2018-19 Budget

Set-aside to ensure MOC with anticipated cuts to CalWORKs and WIOA	MOC	Fiscal Agent/Vista, Escondido and Poway				\$ 91,902	\$ -
Colocation of Classes between AE/PC	Successful transitions	Fiscal Agent All	\$ 30,000	\$ -	\$ -	\$ -	\$ -
Remote site placement testing	Student Support	Fiscal Agent/ All	\$ 8,050	\$ 8,050	\$ -	\$ -	\$ -
Communications/market ing support- Internal/community/media relations, social media and community outreach	Marketing & Access	Fiscal Agent/ All (Heying)	\$ 90,000	\$ 90,000	\$ 90,000	\$ -	\$ -
Photography- website, ads, collateral materials, special events	Marketing & Access	Fiscal Agent/ All (Heying)	\$ 12,000	\$ -	\$ -	\$ -	\$ -
Ad development/media Buying (billboards, radio electronic, print, on-line)	Marketing & Access	Fiscal Agent/ All (Heying)	\$ 50,000	\$ 25,000	\$ 12,500	\$ 12,500	\$ 12,500
Collateral Template Development	Marketing & Access	Fiscal Agent/ All (Heying)	\$ 15,000	\$ -	\$ -	\$ -	\$ -
Special events, community outreach	Marketing & Access	Fiscal Agent/ All (Heying)	\$ 20,000	\$ 20,000	\$ 8,000	\$ -	\$ -
Printing costs- special projects	Marketing & Access	Fiscal Agent/ All (Heying)	\$ 10,000	\$ -	\$ 2,000	\$ -	\$ -
Attorney fees	All Areas	Fiscal Agent/All	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -
Research	All Areas	Fiscal Agent/All	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -
Annual Planning Retreat	All Areas	Fiscal Agent/All	\$ 3,600	\$ 3,600	\$ -	\$ -	\$ -
Technology/class materials as needed for pathways	Curriculum	Fiscal Agent/All	\$ 57,500	\$ 57,500	\$ -	\$ -	\$ -
Joint Advisory Meetings	Curriculum	Fiscal Agent/All	\$ 4,060	\$ 4,060	\$ -	\$ -	\$ -
Student transportation	Student Support	Fiscal Agent/All	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -
Designated Funding for Adults with Disabilities	Student Support	Fiscal Agent/All	\$ 60,000	\$ 60,000	\$ 50,000	\$ -	\$ -

**Adult Education Block Grant
Education to Career Network
2017-18 and Projected 2018-19 Budget**

Expand Internet Connections and Bandwidth	Student Support	Fiscal Agent/All	\$ 60,000	\$ -	\$ -	
Produce a reference guide (crosswalk) for aligned assessments	Successful transitions	Fiscal Agent/All	\$ 4,000	\$ -	\$ -	
Set up employment site visits	Successful transitions	Fiscal Agent/All	\$ 5,400	\$ 5,400	\$ -	
Determine current placement assessments used in SDNAEP	Successful transitions	Fiscal Agent/All	\$ 2,000		\$ -	
Provide training to teachers on how to use software and how to integrate into lessons	Successful transitions	Fiscal Agent/All	\$ 22,180		\$ -	
Formalize and standardize faculty advising process	Successful transitions	Fiscal Agent/All		\$ 12,180	\$ -	
Unallocated - Held by Fiscal Agent		Fiscal Agent/All				
					\$ 344,402	\$ 12,500
					\$ 17,220	\$ 625
Conference and Travel	All Areas	Palomar	\$ 12,500	\$ 12,500	\$ -	\$ 12,500
Administrative Support	All Areas	Palomar	\$ 115,000	\$ 115,000	\$ 115,000	
Participation in Curriculum Activities (includes hiring hourly curriculum coordinator)	Curriculum	Palomar	\$ 31,530		\$ -	\$ 11,000
Hire Career Education Advisor	Student Support	Palomar	\$ 100,000	\$ 100,000	\$ 100,000	
Purchase hardware/software to increase use of technology, availability of computers and language software	Student Support	Palomar				
Tutoring	Student Support	Palomar	\$ 25,556	\$ 25,556	\$ 25,556	
Hire Transition Coordinator	Successful transitions	Palomar	\$ 100,000	\$ 100,000	\$ 100,000	

**Adult Education Block Grant
Education to Career Network
2017-18 and Projected 2018-19 Budget**

VUSD Contract# C17180215
Addendum A

Hire a job developer shared between all sites & PC	Successful transitions	Palomar/All	\$ 100,000	\$ 100,000	\$ 100,000	
Software license renewal	Successful transitions	Palomar	\$ 40,000	\$ 40,000	\$ 40,000	
Short-term Funding	Program Expansion	Palomar	\$ 19,080	\$ 19,080	\$ -	
Subtotal		Palomar	\$ 159,080	\$ 159,080	\$ 480,556	\$ 23,500
Indirect		Palomar	\$ 24,028	\$ 24,028	\$ 24,028	\$ 1,175
Total		Palomar	\$ 183,108	\$ 183,108	\$ 504,584	\$ 24,675
Conference and Travel	All Areas	Poway	\$ 12,500	\$ 12,500	\$ -	\$ 12,500
Technology Integration Specialist	Curriculum	Poway/All	\$ 129,310	\$ 129,310	\$ 129,310	
Participation In Curriculum Activities	Curriculum	Poway	\$ 14,370		\$ -	\$ 3,000
Maintenance of Capacity	MOC	Poway	\$ 93,547	\$ 139,380	\$ 139,380	
Hire Career Education Advisor	Student Support	Poway	\$ 100,000	\$ 100,000	\$ 100,000	
Provide childcare at various sites	Student Support	Poway	\$ 45,000	\$ 45,000	\$ 45,000	
Purchase hardware/software to increase use of technology, availability of computers and language software	Student Support	Poway				
Tutoring	Student Support	Poway	\$ 25,566	\$ 25,566	\$ 25,566	
Hire Transition Coordinator	Successful transitions	Poway	\$ 100,000	\$ 100,000	\$ 100,000	
Software license renewal	Successful transitions	Poway	\$ 40,000	\$ 40,000	\$ 40,000	
One-time Funding		Poway	\$ 45,833		\$ 45,833	
Subtotal		Poway	\$ 550,146	\$ 550,146	\$ 579,246	\$ 15,500
Indirect		Poway	\$ 28,962	\$ 28,962	\$ 28,962	\$ 775
Base Funding (includes Indirect)	MOE	Poway	\$ 815,652	\$ 815,652	\$ 815,652	
Total		Poway	\$ 1,445,208	\$ 1,445,208	\$ 1,445,208	\$ 16,275
Conference and Travel	All Areas	Ramona	\$ 3,125	\$ 3,125	\$ -	\$ 3,125
Participation In Curriculum Activities	Curriculum	Ramona	\$ 990		\$ -	\$ 500
Maintenance of Capacity	MOC	Ramona	\$ 5,000	\$ 5,000	\$ 5,000	

**Adult Education Block Grant
Education to Career Network
2017-18 and Projected 2018-19 Budget**

VUSD Contract# C17180215
Addendum A

Purchase hardware/software to increase use of technology, availability of computers and language software	Student Support	Ramona				
Tutoring	Student Support	Ramona	\$ 6,392	\$ 6,392	\$ 6,392	
One-time Funding		Ramona	\$ 22,665			
					\$ 11,392	\$ 3,625
					\$ 570	\$ 181
Base Funding (includes indirect)	MOE	Ramona	\$ 14,382	\$ 14,382	\$ 14,382	
Conference and Travel	All Areas	San Marcos	\$ 3,125	\$ 3,125	\$ -	\$ 3,125
Participation in Curriculum Activities	Curriculum	San Marcos	\$ 990		\$ -	\$ 500
Maintenance of Capacity	MOC	San Marcos	\$ 5,000	\$ 5,000	\$ 5,000	
Tutoring	Student Support	San Marcos	\$ 6,392	\$ 6,392	\$ 6,392	
One-time Funding		San Marcos				
					\$ 11,392	\$ 3,625
					\$ 570	\$ 181
Base Funding (includes indirect)	MOE	San Marcos	\$ 71,224	\$ 71,224	\$ 71,224	
Conference and Travel	All Areas	Vista	\$ 12,500	\$ 12,500	\$ -	\$ 12,500
Participation in Curriculum Activities	Curriculum	Vista	\$ 14,370		\$ -	\$ 3,000
Maintenance of Capacity	MOC	Vista	\$ -	\$ 84,000	\$ 84,000	
Hire Career Education Advisor	Student Support	Vista	\$ 100,000	\$ 100,000	\$ 100,000	
Provide childcare at various sites	Student Support	Vista	\$ 60,000	\$ 60,000	\$ 60,000	
Purchase laptops/tablets for loan to students	Student Support	Vista	\$ 87,506			
Purchase hardware/software to increase use of technology, availability of computers and language software	Student Support	Vista				

Adult Education Block Grant
Education to Career Network
2017-18 and Projected 2018-19 Budget

Tutoring	Student Support	Vista	\$ 25,566	\$ 25,566	\$ 25,566	
Hire Transition Coordinator	Successful transitions	Vista	\$ 100,000	\$ 100,000	\$ 100,000	
Software license renewal	Successful transitions	Vista	\$ 40,000	\$ 40,000	\$ 40,000	
One-time Funding		Vista				
Hire Special Education Counselor shared between sites	Successful transitions	Vista/All	\$ 100,000	\$ 100,000	\$ 100,000	\$ 15,500
Salaries		Vista			\$ 509,566	\$ 775
Indirects		Vista			\$ 25,478	
Base Funding (includes indirect)	MOE	Vista	\$ 1,963,685	\$ 1,963,685	\$ 1,963,685	
For 2017		Vista	\$ 2,300,222	\$ 2,300,222	\$ 2,300,222	\$ 16,275
Grand Total			\$ 3,843,722	\$ 3,843,722	\$ 3,843,722	\$ 32,550
			\$ (384,372)	\$ (196,054)	\$ (0)	



Consortium Fiscal Administration Declaration

INSTRUCTIONS: The form below has been partially completed based on information provided from your Consortium Annual Plan and prior year's Consortium Fiscal Administration Declaration. Please carefully review and update each section. You may save your progress by clicking the Save button at the bottom of the page. When you have completed all sections, click Submit and follow the prompts to finalize your 2017-18 Consortium Fiscal Administration Declaration.

Click on the Consortium Information header to begin.

Consortium Information

40 San Diego North (Palomar)

Address

1234 Arcadia

Street Address

Logo

If your consortium has a logo, please upload it here.

Files must be in .png format.

[remove](#)

Street Address 2

Vista

CA

92084

City

State

Zip

Website

<http://educationtocareer.net>

Primary Contact

Kathleen

Porter

First

Last

Primary Contact Email

kporter@powayusd.com

Certifying Official / Coordinator

Donna

Caperton

First

Last

Certifying Official / Coordinator Email

donnacaperton@vistausd.org

Consortium Membership

Member Representation

List Consortium Member agencies planning to participate in the 2017-18 program year. For each Member listed, please provide the name and contact information for the Member Representative authorized to approve allocations on behalf of each Member agency. Signatures from each of these individuals will be required in order to complete your 2017-18 CFAD.

Member Agency	Member Representative	Email	Phone	Approved
San Marcos Unified School District	Mary Bunker	mary.bunker@smusd.org	(760) 290-2555	08/12/2016
Vista Unified School District	Elizabeth O'Shea-West	elizabethosheawest@vistausd.org	(760) 758-7122	11/19/2015
Ramona City Unified School District	Dave Lohman	dlohman@ramonausd.net	(760) 787-4301	10/15/2015
Poway Unified School District	Kathleen Porter	kporter@powayusd.com	(858) 668-4016	11/16/2015
Escondido Union High School District	Dominick Gagliardi	dgagliardi@euhsd.org	(760) 739-7300	11/17/2015
Palomar Community College District	Suzanne Sebring	ssebring@palomar.edu	(760) 744-1150	03/08/2016

Organizational Chart

Attach your current Consortium organizational chart. Show member reporting and fiscal agency relationships, key partners, as well as other stakeholder groups as applicable.



Fiscal Management

Funding Channel

AB104 legislation states that each Consortia may decide to designate a fiscal administrator to receive and distribute AEBG funds. If a member agency is chosen to be the fund administrator, the member shall commit to developing a process to apportion funds to each member of the consortium pursuant to the consortium's adult education plan within 45 days of receiving funds appropriated for the program. This process shall not require a consortium member to be funded on a reimbursement basis.

Please select the option that best describes how funding should be disseminated to your Consortium from the state.

- ☒ The consortium has designated a fiscal agent
- ☐ The consortium has chosen direct funding

Fiscal Agent

Vista Unified School District

Rationale

Provide details regarding the rationale for your fiscal structure decision. How did you arrive at the decision? What were the overwhelming benefits to using this structure?

This is a consensus decision among the member districts. The overwhelming reason to remain with a fiscal agent is the ease of reporting. We also believe that having a single fiscal agent facilitates cooperation and minimizes error.

Fiscal Management Approach

Whether using a fiscal agent or direct funding model, describe how you are fiscally managing your block grant. How are you rolling up grant expenditures to report to the State?

At our Leadership Council meetings, an ongoing agenda item is fiscal updates. During that portion of our meeting, all members review planned v. actual expenditures. We also discuss upcoming reporting deadlines and agree on actions to

adhere to those deadlines. Our fiscal agent provides reporting spreadsheets to each member in order to be able to aggregate the data and report expenditures for the overall grant to the State.

Member Allocations

Member Allocations

In the table below, provide approved funding allocations to each Consortium Member by program year. Total allocations must equal the total AEBG funds allocated to the Consortium for each fiscal year.

	2015-16	2016-17	2017-18
Total AEBG Funds	\$7,379,071	\$7,455,872	\$7,455,872
Total Allocated to Members	\$7,379,071	\$7,455,872	\$7,455,872
Total Remaining	\$0	\$0	\$0

Member Agency	2015-16 Allocation	2016-17 Allocation	2017-18 Allocation
San Marcos Unified School District	\$82,256	\$76,474	\$83,186
Vista Unified School District	\$2,808,976	\$3,071,825	\$2,860,350
Ramona City Unified School District	\$50,414	\$43,430	\$26,344
Poway Unified School District	\$1,365,734	\$1,434,567	\$1,423,860
Escondido Union High School District	\$2,587,626	\$2,457,792	\$2,557,540
Palomar Community College District	\$484,065	\$371,784	\$504,584
Total	\$7,379,071	\$7,455,872	\$7,455,872

Allocation Changes

Please describe any significant changes in allocations to members made for the 2015-16 and / or 2016-17 program years

The primary reason for the fluctuation in expenditures to member districts from year to year is the result of one time expenditures. In its budget development process, the ETCN Leadership Council considers requests from member districts for one-time expenses. Upgrading technology and purchasing textbooks are examples of one time expenses that the Leadership Council has been able to fund for members as needed and requested.

Please note that the allocation for Vista Unified School District represents both the allocation to Vista Adult School (\$2,498,729) and to Vista USD as our fiscal agent (\$361,622). In order to avoid confusion, the ETCN Leadership Council elected NOT to distribute the fiscal agent portion across each member district.

Consensus and Approval

Describe how you arrived at consensus and approval of the allocations provided in the table above.

When the Leadership Council developed our annual plan for 2015-16 and our three-year plan, we had agreed upon the priorities for funding and a timeline for implementation of activities to support the seven program areas and populations. The distribution schedule follows that initial plan with only minor updates based on real costs and expenditures. Each member reported its expenditures for the prior year and made requests for 2017-18. Those requests were prioritized and funded based on available funding. All members reached consensus for funding the distribution schedule. The distribution schedule was approved at a public meeting on Friday, April 28, 2017.

Certification and Submission

Consortia must obtain signatures from each participating Member Agency certifying their acknowledgement and approval of the annual Member Allocations provided herein. The AEBG Web Portal provides two options for submitting these signatures:

1. Digital signatures may be submitted directly by clicking on the signature blocks below, and signing using a stylus or mouse; or
2. Consortia may alternately provide a scanned printout of their approved CFAD, replete with Member Signatures, via the upload link on the Certification Page.

Please select from the following options:

- ☐ Print and Sign
- ☒ Digital Signature

Please note: your 2017-18 CFAD may not be processed until all signatures from Member Agencies have been provided.

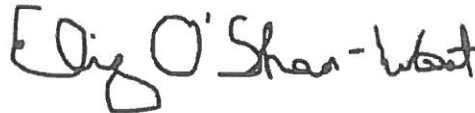
Signature Block

San Marcos Unified School District



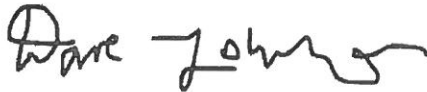
Mary Bunker

Vista Unified School District



Elizabeth O'Shea-West

Ramona City Unified School District



Dave Lohman

Poway Unified School District



Kathleen Porter

Escondido Union High School District



Dominick Gagliardi

Palomar Community College District



Suzanne Sebring

Click to indicate you are ready to Submit your 2017-18 CFAD

Applicant	Status	Date
Kathleen Porter	Submitted	04/24/2017 10:13am

Signature





Adult Education Block Grant General Assurances

2017-18

For the purposes of evaluating Consortia and Consortium Member effectiveness for the 2017–18 funding year, the California Department of Education and California Community College Chancellor's Office have established the following indicators of compliance. **Failure to meet the requirements listed may result in a determination of non-compliance and lead to partial or complete loss of Consortium and / or Member funding.**

Consortium Effectiveness

Evaluation

- ☐ Consortia have evaluated members to identify that the services provided meet the needs identified in the adult education plan.
- ☐ Consortia submitted program targets for the 2017–18 year based upon regional need, funding, and capacity.

Funding

- ☐ AEBG funds are expended in the seven AEBG program areas, and are consistent with each consortium's adult education regional plan.
- ☐ Consortium expenditures are aligned with the objectives and activities listed in the required annual plan.
- ☐ If applicable, the fund administrator, committed to developing a process to apportion funds to each member of the consortium pursuant to the consortium's adult education plan within 45 days of receiving funds appropriated for the program.

Governance and Collaboration

- ☐ Consortia have identified a governance structure for decision making.
- ☐ Consortium governance plans are followed for decision making and public meetings.
- ☐ The consortium has considered input provided by pupils, teachers employed by local educational agencies, community college faculty, principals, administrators, classified staff, and the local bargaining units of the school districts and community college districts before it makes a decision.



AEBG GENERAL ASSURANCES 2017-18

Membership

- ☐ Consortia invited all eligible members in the region to participate in the AEBG initiative.
- ☐ All members are located within the regional boundaries of designated consortium.

Planning

- ☐ Consortia have submitted the required Annual Plan Template.
- ☐ Consortia have approved and submitted the 3-year plan that may include amendments.
- ☐ Consortium members have shared information on related programs that are offered and the resources being used to support these programs.
- ☐ Consortia participated in statewide leadership activities (Summit, AEBG Conferences).

Reporting

- ☐ Consortia will report student level enrollment data and outcomes per the AEBG Data Submission and Critical Reports letter on the dates prescribed (including final reporting on August 1st).
- ☐ Consortia will submit financial expenditure and progress reports.

Member Effectiveness

- ☐ Each member must participate in completing and updating the Annual Plan Template.
- ☐ AEBG member funds must be expended in the seven program areas, and services provided must be consistent with the plan.
- ☐ Each member must participate in completing and updating the 3-year Consortia Plan, including any amendments.
- ☐ Member expenditures of AEBG funds must match the objectives included in the Annual Plan.
- ☐ Members participate in consortium/public meetings.
- ☐ Members participate in consortium final decisions.
- ☐ Members report student level enrollment data and outcomes as prescribed by the State AEBG Office.



AEBG GENERAL ASSURANCES 2017-18

- ☐ Members share information on programs offered, and the resources being used to support the programs.
- ☐ Members provide services that address the needs identified in the adult education plan.
- ☐ Members share financial expenditure and progress reports with the regional consortium.

PALOMAR COLLEGE
Facilities Department

EXHIBIT N-5

A Building Remodel

SUBJECT: Governing Board Approval: July Change Order
 DSA Application Number: 04-113932
 Change Order No.: 03

PROJECT DESCRIPTION:

This project is a renovation of the existing A Building & Veterans Center Renovation and is being funded through Prop M. The project consists of the interior renovation of 12,500 square feet of existing buildings built in 1965 over three (3) phases. Work includes hazardous material abatement, demolition, interior framing, drywall & finishes. Project also includes all new MEP (Mechanical, Electrical and Plumbing) systems. The project was awarded by the Governing Board on March 8, 2016.

The project is currently approximately 85% complete.

DESCRIPTION OF CHANGE:

PCN3:

A summary break down of changes to be funded via Owner Change Order is noted in the table below.

DSA Mandated Changes (DSA/IOR Driven)	\$ 27,000.00
Unforeseen Conditions	\$ 59,021.42
Total Change Order #03	\$ 86,021.42

Time Impact: 0 days working days

Cost impact: \$86,021.42

<u>PCN3</u>	
Original Contract Value:	\$2,787,000.00
Change Orders to Date:	\$247,156.94
Proposed Change Orders:	\$86,021.42
Revised Contract Amount:	\$3,120,178.36

FINANCIAL IMPLICATIONS:

The A Building Remodel & Veteran's Center Project is being funded through Proposition M.

The above changes are included in Project Change order #03 and represent a total increase to the overall project in the amount of **\$86,021.42**.

RECOMMENDATION:

It is recommended that the Governing Board approve the A Building Remodel & Veteran's Center Project Change Order No. 03 for \$86,021.42 and 0 calendar days.