

**Faculty assigned time for the Fall 2017 semester:**

<b>Name</b>	<b>Assignment/Department</b>	<b>Assigned Time</b>	<b>Monthly Stipend</b>
Rudy, Denise	Director, Dental Assisting Program	<del>40%</del> 80%	<del>\$587.27</del> \$694.84

**Faculty assigned time for the 2017-18 academic year:**

<b>Name</b>	<b>Assignment</b>	<b>Assigned Time or Stipend</b>
Ferro, Jennifer	PFF Lead Negotiator	40%
Glassman, Joel	PFF Treasurer	40%
Hokett, Dewi	Coordinator, Forensics	<del>\$2,706.08/year</del> 15%
Laughlin, Teresa	PFF Co-President	40%
Robertson, Steven	Coordinator, Forensics	<del>15%</del> \$2,706.08/year
Sinnott, Christopher	Theatre Technical Director and Scenic Designer	20%
Snow, Susan	PFF Grievance Officer	40%
<del>Stone, Jack</del>	<del>GFT, Lab Coordinator</del>	<del>20%</del>

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

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This employment contract (hereinafter referred to as the "Agreement") is made and entered into this eighth of August, 2017 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Christopher Moore**, (hereinafter referred to as the "Employee").

**WHEREAS** it is the desire of the Board to employ Employee in the Position of **Chief of Police** (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 August 8, 2019, 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 **August 9, 2017**, and continue through and including **August 8, 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 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 **67/2** from August 9, 2017 through June 30, 2018, at salary grade **67/3** from July 1, 2018 through June 30, 2019, and at salary grade **67/4** from July 1, 2019 through August 8, 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 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. 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 eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

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

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

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

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

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

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR  
EMPLOYMENT CONTRCACT**

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

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

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

\_\_\_\_\_  
Employee Signature

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

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

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

Copy: Employee

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**PALOMAR COMMUNITY COLLEGE DISTRICT  
INTERIM POLICE ACADEMY DIRECTOR  
PROFESSIONAL SERVICES EMPLOYMENT CONTRACT**

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

**WHEREAS** it is the desire of the Board to employ Employee in the Position of **Interim Police Academy Director** (hereinafter referred to as "Position").

**NOW, THEREFORE**, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is an academic employee as defined by Education Code section 87001(a), an educational administrator as defined in Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g). Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a special meeting of the Board.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code section 72411(d). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement is an assignment to an acting Position, and Employee shall have no continuing rights to the Position unless Employee is selected for the Position on a regular basis in an open recruitment, or unless the term of Agreement is extended for up to an additional one (1) year term by mutual agreement. Employee further understands that Position terminates upon (1) the expiration of this Agreement, unless it is extended; (2) Agreement is terminated pursuant to the provisions of Sections 10, 13 and 14 of Agreement; or (3) Position is filled on a permanent basis
3. **TERM.** The term of this Agreement shall begin on **August 9, 2017**, and continue through and including **August 8, 2018**, unless earlier terminated if Position is filled on a permanent basis, or if terminated pursuant to the early termination and resignation provisions of Sections 10, 13 and 14 of Agreement. This Agreement shall be renewable or extended only by mutual, written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension of this Agreement for an additional term of more than one (1) year pursuant to Title 5, California Code of Regulations section 53021(c)(7).
4. **SALARY.** Employee shall be compensated at the rate of \$11,216.04 per month, which is based on placement at step 13 of salary grade 68 on the Administrative Salary Schedule which shall be subject to the mandatory Employee and District contributions to the California State Teachers Retirement System (CalSTRS). The Board reserves the right to increase the Employee's salary in accordance with Education Code §87806.

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 the same leave provisions as the District's other Administrative Association members, including twenty-four (24) days of vacation days per year, twelve (12) days of sick leave per year, and all District-wide holidays, except that Employee's annual paid leave benefits shall be pro-rated and accrue on a monthly basis for each month of Employee's service in Position. At the expiration of Agreement, any accrued and unused vacation shall be paid to Employee in one lump sum payment at his current hourly rate.
8. **FRINGE BENEFITS.** Employee shall receive the standard coverage under the District's provided Health Care Plans and the District's Term Life insurance policy consistent with other District benefit eligible employees. The District shall also provide Employee with a \$100.00 monthly cell phone stipend (net amount after applicable taxes) which is not considered creditable compensation under CalSTRS.

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

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

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

**11. PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.**

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

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

**13. EARLY TERMINATION.** This Agreement may be terminated at the discretion of the Superintendent/President with or without cause upon thirty (30) days prior written notice to the Board and the Employee or upon a shorter period of time if approved by the Board.

**14. RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon thirty (30) days prior written notice to the Board or upon a shorter period of time if approved by the Board.

**15. SAVINGS CLAUSE.** If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

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

**ACCEPTANCE OF INTERIM POLICE ACADEMY DIRECTOR  
PROFESSIONAL SERVICES EMPLOYMENT CONTRACT**

I have reviewed this Interim Police Academy Director Agreement, 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 special Board meeting.

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

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

Copy: Employee



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

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This employment contract (hereinafter referred to as the "Agreement") is made and entered into this eighth of August, 2017 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Olga A. Diaz**, (hereinafter referred to as the "Employee").

**WHEREAS** it is the desire of the Board to employ Employee in the Position of **Director, Student Success and Student Equity** (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 August 30, 2019, 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 **August 31, 2017**, and continue through and including **August 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 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 **60/4** from August 31, 2017 through June 30, 2018, at salary grade **60/5** from July 1, 2018 through June 30, 2019, and at salary grade **60/6** from July 1, 2019 through August 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.
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. 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 eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

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

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

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

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

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

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR  
EMPLOYMENT CONTRCACT**

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

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

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

\_\_\_\_\_  
Employee Signature

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

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

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

Copy: Employee

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

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This employment contract (hereinafter referred to as the "Agreement") is made and entered into this eighth day of August, 2017 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Connie S. Moise**, (hereinafter referred to as the "Employee").

**WHEREAS** it is the desire of the Board to employ Employee in the Position of **Director, Information 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 August 11, 2019, 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 **August 12, 2017**, and continue through and including **August 11, 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 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 **75/7** from July 1, 2017 through June 30, 2018, at salary grade **75/8** from July 1, 2018 through June 30, 2019, and at salary grade **75/9** from July 1, 2019 through August 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 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. The District shall also provide Employee with a \$50.00 monthly cell phone stipend.
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 eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

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

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

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

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

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

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR  
EMPLOYMENT CONTRCACT**

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

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

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

\_\_\_\_\_  
Employee Signature

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

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

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

Copy: Employee

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

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

**WHEREAS** it is the desire of the Board to employ Employee in the Position of **Manager, Orientation and Follow-Up 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 August 30, 2019, 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 **August 31, 2017**, and continue through and including **August 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 a renewal or extension of this

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

4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at salary grade **52/4** from July 1, 2017 through June 30, 2018, at salary grade **52/5** from July 1, 2018 through June 30, 2019, and at salary grade **52/6** from July 1, 2019 through August 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.
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. 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 eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and an instructional Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

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

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

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

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



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

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR  
EMPLOYMENT CONTRCACT**

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

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

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

\_\_\_\_\_  
Employee Signature

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

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

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

Copy: Employee

**PALOMAR COMMUNITY COLLEGE DISTRICT  
FIRST AMENDED EMPLOYMENT AGREEMENT  
SUPERINTENDENT/PRESIDENT**

This Agreement ("Agreement") first entered into by and between the GOVERNING BOARD OF THE PALOMAR COMMUNITY COLLEGE DISTRICT (hereinafter referred to as the "Board" and "District"), and Joi Blake, Ed. D. (hereinafter referred to as "Superintendent/President") on the 14th day of June, 2016 is amended on this 8<sup>th</sup> day of August, 2017. The parties mutually agree as follows:

1. TERM

Pursuant to Education Code Section 72411, the Board hereby employs the Superintendent/President for a term beginning on July 11, 2016, and terminating on June 30, 2020, on the terms and conditions set forth hereinafter. At its sole discretion, the Board may provide for a new term annually, provided that the Superintendent/President's annual evaluation is satisfactory or better.

The Board must notify the Superintendent/President in writing at least six (6) months prior to the expiration of this Agreement if he/she is not to be re-employed. The Superintendent/President shall give the Board written notice of this provision at least eight (8) months prior to the expiration of this Agreement. Pursuant to Education Code, Section 72411, if the Board fails to provide the action notice before the six (6) month period, the employment agreement shall be automatically renewed for the same term with all other terms and conditions of Agreement remaining unchanged.

2. DUTIES AND RESPONSIBILITIES

The Superintendent/President shall perform her duties and responsibilities in accordance with all applicable laws, rules and regulations of the State of California, Board Policy, the approved job description, and the directives of the Board. This includes timely, frequent, and accurate communications with the Board.

3. SALARY AND EXPENSE ALLOWANCE

Effective July 1, 2017, the District shall pay the Superintendent/President with an annual salary of \$248,900 payable in twelve (12) equal monthly payments (hereinafter "base salary"), plus a \$117.66 monthly doctoral stipend which is paid in the same amount to all employees in the same class who possess a doctorate. If only a portion of the year is served, the compensation will be pro-rated. Based upon successful completion of mutually agreed-upon goals and objectives, each year thereafter, the base salary amount provided for in this Agreement shall be further adjusted by mutual agreement and any cost of living or other similar increases given to the faculty. The District shall also provide a cell phone, which may be replaced at the Superintendent/President's request every two years, together with a monthly stipend in the net

amount of \$150.00, increased to an amount sufficient to cover all federal and state taxes, including income taxes incurred to cover unlimited District calling. The District shall also provide Superintendent/President a monthly transportation allowance equal to a net of \$1,500.00 per month increased by an amount sufficient to cover any and all federal and state income taxes. The monthly cell phone stipend and transportation allowance will be increased annually by the consumer price index (CPI) for the San Diego County area. Both stipends shall not be reported as pensionable compensation or credible compensation to CalSTRS. At its discretion, the Board shall annually review the Superintendent/President's salary as provided herein and at any time during the term of this Agreement, the Board reserves the right to adjust the salary and benefits of the Superintendent/ President from time to time by mutual consent of the parties hereto. Any such adjustment shall be effective on the date determined by agreement and shall not create a new contract and shall not serve to extend this contract.

#### 4. EVALUATION AND PERFORMANCE OBJECTIVES

The Board shall annually evaluate and assess in writing the performance of the Superintendent/President. Said evaluation and assessment shall be related to the position description of the Superintendent/President and the performance objectives established by the parties.

By the December Board meeting of each year, the Superintendent/President shall submit to the Board a recommended evaluation format. The evaluation format shall be mutually agreed upon, and if there is no agreement by the February Board meeting, the Board shall determine the format.

By the May Board meeting of each year, the Board and the Superintendent/President shall meet in closed session to discuss the evaluation of the Superintendent/President.

Following the annual evaluation, the parties will establish written performance objectives for the next year based on the duties set forth in this Agreement and any other criteria mutually agreed upon by the parties.

In addition, a properly noticed closed session of the Board will be used to informally discuss the job performance of Superintendent/President and for the Superintendent/President to discuss matters of interest/concern with the Board relative to her job performance. This session will be agendized, so that it is at the mid-point between the annual formal evaluations. The mid-point session is not meant to limit the number of times any discussion, formal or informal, might take place in closed session between the Board and the Superintendent/President.

#### 5. CONTINUATION / TERMINATION OF CONTRACT

A. This Agreement may be altered, amended, or terminated by mutual consent of the parties hereto, only in writing.

B. The Board may terminate this Agreement at any time at its sole discretion and without cause prior to its stated termination date. In the event Superintendent/President is involuntarily terminated by the Board without cause or a “negotiated” settlement for voluntary resignation is approved by Board, District agrees to pay Superintendent/President within thirty (30) days of the effective date of his/her termination, a taxable lump sum cash payment (“severance pay”) an amount equal to the base monthly salary of the Superintendent/President multiplied by the number of months left on the unexpired term of Agreement. However, if the unexpired term of the Agreement or any amendment thereto is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the base monthly salary of the Superintendent/President multiplied by eighteen (18). Severance pay shall be subject to all normal tax withholdings except severance pay shall not be reported as pensionable compensation to either CalSTRS.

C. Pursuant to Government Code, Section 53261, District shall also continue the health benefits being provided to Superintendent/President at the time of termination without cause for the same period of severance pay, as is applicable in the year in which the termination without cause occurs, or until Superintendent/President finds other employment and becomes eligible for health benefits, or until Superintendent/President retires and is not eligible for continuation of retirement health and dental plans under the District’s retiree benefit schedule then in effect or as amended thereafter, or for the number of months left on the period of Severance Pay.

D. In exchange for and as a condition to receipt of the severance pay, Superintendent/President shall execute a release and waiver, in a form acceptable to District’s legal counsel, releasing the District from any claims associated with Superintendent/President’s termination and waiving any rights to unemployment benefits to which Superintendent/President may otherwise be entitled.

E. Notwithstanding any other provision of this Agreement, prior to the expiration of term of this Agreement, Superintendent/President’s employment with the District, the Board may earlier terminate Agreement and Superintendent/President for cause based on poor work performance or immoral or unprofessional conduct, dishonesty, evident unfitness for duty, physical or mental condition that makes him/her unfit to instruct or associate with students, persistent violation of, or refusal to obey, the Directives of the Board or the school laws of the State or reasonable regulations prescribed for the government of the District or the community colleges by the Board of Governors of the California Community Colleges, and/or conviction of a felony or any crime involving moral turpitude. The Board shall not terminate this Agreement for cause under this provision until a written statement of the grounds for termination has first been served on the Superintendent/ President, and he/she has had a reasonable opportunity to present to the Board an explanation or defense as to why Agreement should not be terminated. Superintendent/President may, at his/her own expense, be represented at this meeting by counsel of his/her choice. If the Board determines to terminate this Agreement pursuant to this provision,

the Board shall, after meeting with Superintendent/President, in open or closed sessions, at the preference of Superintendent/President, provide the Superintendent/President with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this provision, Superintendent/President shall not be entitled to any additional procedural protections. Service of the written statement of reasons for termination and with the Board's final decision concerning the termination of Agreement shall be complete when made personally or sent by certified mail to the Superintendent/President's last known address as shown on District records. In the event Superintendent/President is terminated for cause, he/she shall only be entitled to receive compensation and District-paid benefits through the effective date of termination, plus payment for any accrued and unused vacation.

6. EXPENSES AND ALLOWANCES REIMBURSEMENT

The District shall reimburse the Superintendent/President for reasonable, actual and necessary expenses incurred by him/her and allowances provided to him/her within the scope of his/her employment in accordance with applicable District policy.

The District shall reimburse the Superintendent/President up to \$5,000 to assist in the expenses of her relocation. Superintendent/President shall submit original receipts to the District to establish her relocation expenses.

7. HEALTH BENEFITS

The Board shall furnish the Superintendent/President with the same insurance package as other administrators. In addition, the Board shall provide a term life insurance policy in the name of the Superintendent/President equal to twice the annual salary.

8. SICK LEAVE

As outlined in Education code sections 87782, 87783 and 87785, the Superintendent/President may transfer any eligible sick leave to Palomar College and then shall accrue sick leave at the rate of twelve (12) days per contract year. Such days may be used prior to their accrual, not to exceed the total accrued sick leave plus the sick leave which may be accrued in that contract year. All other sick leave benefits shall be the same as that provided to educational administrators employed by the District.

9. VACATION AND HOLIDAY LEAVE

The Superintendent/President shall accrue two (2) days of paid vacation leave each month and shall be entitled to all paid holidays granted to management personnel. Accrued vacation leave shall be used at a time mutually convenient to the Superintendent/President and the Board. The Board reserves the right, upon giving reasonable notice, to direct the Superintendent/President to use accrued vacation leave. If the Superintendent/President plans to use more than one week of vacation at a time, she shall first notify the Board.

At the end of each fiscal year, Superintendent/President, at her sole option, has the right to convert to cash at her current hourly rate up to ten (10) days of accrued and unused vacation.

In the event that the Superintendent/President accrues forty-eight (48) days of vacation leave, she shall not accrue any more vacation leave until she uses vacation leave. She may then accrue additional vacation leave until forty-eight (48) days are accrued.

Upon termination or expiration of this Agreement, the Superintendent/President shall be entitled to compensation for accrued and unused vacation days up to a maximum of forty-eight (48) days, at the then current salary rate.

10. MEDICAL EXAMINATIONS

The Superintendent/President shall be provided a comprehensive medical examination annually during her employment with the District. The costs of said medical examination shall be paid by the District.

11. PROFESSIONAL MEETINGS

The Superintendent/President may attend appropriate professional meetings at regional, state, and national levels, with the concurrence of the Board President. The Superintendent/President shall report relevant matters of such meetings to the Board.

12. OUTSIDE PROFESSIONAL ACTIVITIES

By prior approval of the Board (or ratification by the Board where prior approval is not feasible), the Superintendent/President may undertake outside professional activities, provided they do not interfere with her normal duties.

13. TEACHING

The Superintendent/President may be an instructor in no more than one class per semester for additional compensation, but such additional work must not tend to impair the effectiveness of the Superintendent/President or interfere with the Superintendent/President's duties.

14. PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4

A. In the event that the District provides paid leave to Superintendent/President pending an investigation of a crime involving abuse of her office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Superintendent/President 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 Superintendent/President pending an investigation of a crime involving an abuse of his/her office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Superintendent/President 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 superintendent/president as defined in the terms of this Agreement and Superintendent/President subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Superintendent/President shall fully reimburse the District for any funds provided for that purpose.

15. 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.

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

Superintendent/President 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.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year noted above.

---

Nancy Ann Hensch, President  
Governing Board  
Palomar Community College District

---

Joi Blake, Ed. D.  
Superintendent/President

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

Attest:

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

---

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

Copy: Employee

**ACCEPTANCE OF  
EMPLOYMENT AGREEMENT**

I have reviewed this Employment Agreement, 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

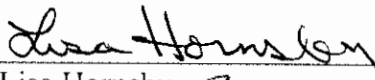
Copy: Employee

**LETTER AGREEMENT**

I, Lisa Hornsby, hereby accept the terms of my new assignment and salary protection as described in the July 12, 2017 Notice of Assignment from Ron Ballesteros-Perez, Assistant Superintendent/Vice President, Finance, Administrative Services & Human Resource Services, as a complete and final resolution of any dispute I may have regarding my assignment or termination of my contract as Manager, Human Resource Services.

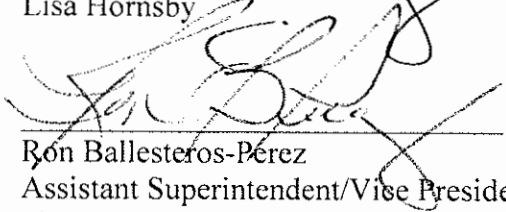
A true and correct copy of the July 12, 2017, Notice of Assignment is attached hereto, marked as Exhibit 1, and incorporated herein by reference.

Dated: 8/2/17

  
\_\_\_\_\_  
Lisa Hornsby

**ACKNOWLEDGMENT:**

Dated: 8/3/17

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

Approved by the Governing Board in Open  
Session at a Regular Board Meeting:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk, Governing Board  
Palomar Community College District

# EXHIBIT 1

VIA E-MAIL AND FIRST CLASS MAIL

Joi Lin Blake, Ed.D.  
Superintendent/President

July 12, 2017

Lisa Hornsby

**Governing Board**

Nina Deerfield

Mark R. Evilsizer

John J. Halcón, Ph.D.

Nancy Ann Hensch

Paul P. McNamara

Student Trustee:

ASG President

Re: Notification of Assignment

Dear Ms. Hornsby:

Office of the President

Please take notice that at the Governing Board meeting on July 11, 2017, the Governing Board accepted the recommendation of Superintendent/President, Joi L. Blake, Ed. D., to assign you to the position of Executive Assistant (to the Vice President) on special assignment with duties to be assigned by the Superintendent or her designee.

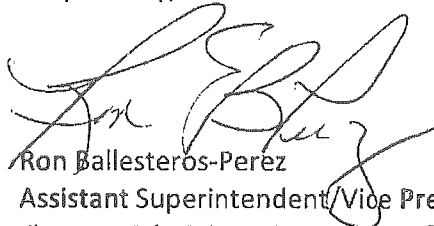
As you will recall, on August 10, 2016, you were informed that the Governing Board did not renew your former contract as Manager, Human Resource Services, and your administrative leave with full pay and benefits was extended through June 30, 2017. As a result of your contract non-renewal as Manager, Human Resources, you have the right to return to another classified non-administrative position in which you have seniority.

On January 5, 2017, you were granted an exception to the vacation accrual policy outlined in the Administrative Handbook which applied to you at the time. You were therefore required to utilize all vacation hours in excess of 384 hours you had accrued as of July 1, 2017, before you are allowed to return to work at an assignment to be determined. Based on that extension, you are due back at work on July 28, 2017.

On July 28, 2017, please report to Adrian Gonzales, Assistant Superintendent/Vice President for Student Services at the Student Services Center. Mr. Gonzales will explain your general duties in your assignment as Executive Assistant (to the Vice President) on special assignment. In your new assignment as Executive Assistant (to the Vice President) on special assignment, you will be Y-rated (salary protected) at your current salary as Manager, Human Resources, for the duration of your employment. You will not be eligible for raises or step increases for longevity until the salary you would otherwise be entitled to as an Executive Assistant (to the Vice President)

on special assignment matches your current salary as Manager, Human Resources. This salary protection is subject to any adjustments that may occur as a result of sustained disciplinary actions for cause. The position of Executive Assistant (to the Vice President) on special assignment is non-exempt under the FLSA, and you are therefore eligible for overtime. You also will be in the staff category of Confidential and Supervisory Team ("CAST") member.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ron Ballesteros-Perez', is written over the printed name and title.

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

cc: Joi L. Blake, Ed. D., Superintendent/President  
Adrian Gonzales, Asst. Superintendent/Vice President, Student Services

## MONTHLY BOARD REPORT: August 8, 2017

## SHORT-TERM PERSONNEL ACTION REQUEST

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
<b>Department</b>	Behavioral Sciences					
	Gutierrez, Graciela	07/05/17	06/30/18	Technical/Paraprofessional	\$0.00	SDICCCA Intern
	Ponsot, Forrest	07/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Redmond, Resham	07/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
<b>Department</b>	Business Support Services					
	Duenckel, Nolan	07/25/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
<b>Department</b>	Computer Science and Information Technology					
	Matson, John	07/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
<b>Department</b>	Counseling Department					
	Munoz, Danivia	07/11/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
<b>Department</b>	Early Childhood Education Lab School					
	Alfaro Solano, Janeth	07/03/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	De Paz Sanchez, Elisabet	06/30/17	06/30/17	Technical/Paraprofessional	\$11.00	Assistant I
	De Paz Sanchez, Elisabet	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Gale, Crystal	07/27/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Kambashi, Rika	07/25/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Thabet, Sarah	06/30/17	06/30/17	Technical/Paraprofessional	\$11.00	Assistant I
	Thabet, Sarah	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
<b>Department</b>	Emergency Medical Education					
	Pagharion, Cyrielle	07/11/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
<b>Department</b>	Financial Aid, Veterans and Scholarship Services					
	Staab, Jarrod	07/05/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III

	<b>Employee Name</b>	<b>Start Date</b>	<b>End Date</b>	<b>Job Code</b>	<b>Hourly</b>	<b>Job Description</b>
	Young, Lejearl	07/01/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
<b>Department</b>	Grant Funded Student Support Programs					
	Juarez, Yuri	07/13/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Limpin, Jimbo	07/01/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
	Walkenhorst, Taylor	07/13/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
<b>Department</b>	Health Services					
	Adams, Sarah	07/18/17	06/30/18	Technical/Paraprofessional	\$46.00	Assistant (professional)
	Zepeda, Raquel	07/17/17	06/30/18	Technical/Paraprofessional	\$18.00	Assistant (professional)
<b>Department</b>	Instruction Office					
	Kerchner, Leigh Anne	07/10/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
<b>Department</b>	Mathematics and the Natural and Health Sciences					
	Moraleja, Juan	07/03/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Wiestling, Taylor	07/06/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
<b>Department</b>	Nursing Education					
	Munoz, Jessica	07/10/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Munoz Rodriguez, Ana	07/20/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
<b>Department</b>	Palomar College Police Department					
	Becerra, Nicolas	07/10/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
<b>Department</b>	Tutoring Services					
	Soto, Kimberly	07/24/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I

#### SEASONAL COACH STIPEND REQUEST

<b>Department</b>	Athletics Department					
	Stuart, David	07/19/17	06/30/18	Technical/Paraprofessional	\$2,500.00	Seasonal Coach



Palomar Community College  
PAL PESONNEL ACTIONS HISTORY

Page No. 1  
Run Date 07/27/2017  
Run Time 10:20:52

Report ID: PAL015ST  
Personnel Action: HIR--  
For the period 07/01/2017 through 07/31/2017

Effective Date	Action Reason	Employee Name	Hire Date	Employee ID	Emp Typ	Reg/ Tmp	Full/ Part	Job Code	Job Title	Salary Grade	Comp Rate	Supervisor
Department CHEMIST Chemistry Department SETID - PALMR												
07/24/2017		Bancroft,Amber Nicole	07/24/2017		0.0	H	T	P	900STU Student	EE STU/ASTU	11.000000	H
07/18/2017		Dinh,Tuong C	07/18/2017		0.0	H	T	P	900STU Student	EE STU/ASTU	11.000000	H
07/01/2017		Davis,Kyle Ronald	07/01/2017		0.0	H	T	P	900STU Student	EE STU/ASTU	13.000000	H
07/01/2017		Nguyen,Hien Phan-My	07/01/2017		0.0	H	T	P	900STU Student	EE STU/ASTU	11.000000	H
Department OCC&NOCR Occupational&NonCred Programs SETID - PALMR												
07/01/2017		George,Haley Morgan	07/01/2017		0.0	H	T	P	900STU Student	EE STU/ASTU	13.000000	H
Department READING Reading Services Department SETID - PALMR												
07/27/2017		Huynh,Thi Truc	07/27/2017		0.0	H	T	P	900STU Student	EE STU/ASTU	11.000000	H

Palomar Community College  
PAL PESONNEL ACTIONS HISTORY

Report ID: PAL015ST  
Personnel Action: PAY--  
For the period 07/01/2017 through 07/31/2017

Page No. 2  
Run Date 07/27/2017  
Run Time 10:20:53

Effective Date	Action Reason	Employee Name	Hire Employee ID Date	Emp Reg/ Typ Tmp	Full/ Part	Job Code	Job Title	Salary Grade	Comp Rate	Supervisor
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Department MATHLRNCTR Mathematics Learning Center  
SETID - PALMR

07/01/2017	Other	Saleh,Samer	09/14/2016	0.8	H	T	P	900STU Student EE STU/ASTU	13.000000	H
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End of Report

**SETTLEMENT AGREEMENT AND RELEASE**

This SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is entered into by and between SYED KHALED HUSSAIN, Ed.D. (hereinafter "Hussain") and the PALOMAR COMMUNITY COLLEGE DISTRICT (hereinafter "District") (Hussain and District are sometimes referred to collectively herein as the "Parties" and each individually as a "Party") and is made with reference to the following facts:

**RECITALS**

A. This Agreement is effective seven (7) days after its execution by the Parties.

B. On or about August 15, 2016, Hussain was employed pursuant to a written Employment Contract in the position of Dean, Instructional, Arts, Media, Business and Computer Science for a term beginning on August 15, 2016 and continuing through and including, June 30, 2018. Pursuant to the terms of Hussain's Employment Contract, the term was automatically extended for one year through and including June 30, 2019 because the Governing Board did not give written notice to Hussain on or before March 15, 2017 that his Employment Contract would not be renewed upon its expiration.

C. On July 11, 2017, the District's Governing Board voted to terminate Hussain's contract without cause pursuant to Section 13 of Hussain's employment contract. The Governing Board gave direction to District's legal counsel to negotiate an acceptable settlement agreement between the Parties.

D. The Parties desire to resolve the employment status of Hussain on amicable terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Effective July 12, 2017, Hussain shall remain on administrative leave with full pay and benefits through December 31, 2017 or the date upon which Hussain commences other

employment with a CalSTRS/CalPERS agency, whichever date occurs first. Hussain's assignment during his administrative leave with pay shall be Dean, on special assignment.

2. During the period of time Hussain is on administrative leave, Hussain shall receive all salary (including the Step increase effective August 16, 2017 from Grade 75 Step 3 to Grade 75 Step 4 on the District's Administrative Employee - Salary Schedule, fiscal year 2016/17, ratified by the Governing Board on February 14, 2017), benefits and compensation in the same manner and in the same amounts as though Hussain were physically reporting to work on a daily basis.

3. Within fifteen (15) days of the earlier date of December 31, 2017, or the date when Hussain commences other employment with a CalSTRS/CalPERS agency, District shall pay in one lump the amount of eighteen (18) months of base salary measured from July 12, 2017, less the number of months and days Hussain has been on administrative leave with pay since July 12, 2017. Within fifteen (15) days of the earlier date of December 31, 2017, or the date when Hussain commences other employment with a CalSTRS/CalPERS agency, District shall also pay to Hussain, his accrued and unused vacation, and past mileage reimbursement from September of 2016 through March of 2017, upon the submission by Hussain of properly documented and verified mileage reimbursement form(s).

4. District shall continue to pay for Hussain's health benefits for a period of eighteen (18) months measured from July 12, 2017, or until Hussain finds other full-time employment providing medical insurance, whichever occurs first. Hussain shall promptly inform District when he commences other full-time employment providing medical insurance.

5. The lump sum payment (severance pay) shall be subject to all legal deductions, except contributions to CalSTRS/CalPERS.

6. The acceptance of this Agreement by the Parties and its adoption by the District's Governing Board constitutes a rescission of the Governing Board's action of July 11, 2017 to terminate Hussain without cause effective July 11, 2017, and instead to terminate Hussain without cause and without further action of the District's Governing Board effective on the date Hussain's administrative leave terminates in accordance with paragraph 1 of Agreement. Hussain

acknowledges and agrees that he has no further right to any employment with the District after December 31, 2017, or upon an earlier date should Hussain commence employment with another CalSTRS/CalPERS agency.

7. Hussain shall return all District-issued property (keys, equipment, District identification card, etc.) to the Office of Human Resources, and the District shall return all of Hussain's personal property to him. The property exchange will occur at a mutually convenient date and time and location.

8. A copy of this fully executed Settlement Agreement and Release shall be maintained in Hussain's official personnel file.

9. In response to any inquiry regarding the employment of Hussain, any such inquiry shall be directed to the District's Assistant Superintendent/Vice President, Human Resources who shall respond only with Hussain's dates of employment, position held, and ending monthly salary. Dr. Blake and Dr. Kahn will provide Hussain with letters of reference Hussain may use to inquiring prospective employers of Hussain and to institutions with which Hussain seeks employment, as needed.

10. Hussain shall be responsible for directing all reference checks of his employment with the District to the Assistant Superintendent/Vice President, Human Resources. District shall not be responsible for the content of any information disclosed by any other person designated by Hussain who is not the Assistant Superintendent/Vice President, Human Resources.

11. Pursuant to the provisions of the Government Claims Act, Government Code Section 810, *et seq.*, District shall defend and indemnify Hussain for all acts or omissions occurring within the course and scope of his employment to the full extent required by law.

12. For the purposes of Sections 12 and 13 of this Agreement, the following definitions will apply: "Hussain" shall include himself, his spouse, children, successors, assigns and representatives. "District" shall include the District, its past and present Governing Board members, managers, officers, agents, employees, attorneys, insurers, successors, predecessors, assigns and representatives. "Party" shall be defined as Hussain, as defined herein, or District, as defined herein; and "Parties" shall be defined as Hussain and District, as each is defined herein,

collectively. In consideration of the execution of this Agreement and other good and valuable consideration, Hussain does hereby fully, finally and forever irrevocably and unconditionally acquit and discharge, settle with and release the other Party, from any and all claims, demands, causes of actions, contracts, covenants, representations, warranties, promises, undertakings, actions, suits, obligations, controversies, debts, costs, expenses, accounts, damages, losses, judgments, liabilities or demands of any nature whatsoever, anticipated or unanticipated, known or unknown, with the sole exception of any filed and pending workers compensation claim (collectively "Claims") that he may have or claim to have at any time up to and including the time this Agreement is executed by the respective Parties. The matters released include by way of example and not limitation: Claims for injuries to Hussain arising out of or relating to the course and scope of employment with the District; claims for denial of due process under any District, or state or federal law or regulation; claims for alleged violations of any contracts, collective bargaining agreements, express or implied, or any covenants of good faith and fair dealing, express or implied; claims of any "constructive discharge," or "wrongful discharge," or any tort; claims for defamation, invasion of privacy and emotional and/or personal injury or distress or the like; claims for sick leave, vacation, differential pay, deferred compensation, compensated time off, overtime, separation pay, except as herein stated in Agreement; claims for violation of any local, state, federal, District or other government statute, regulation, Board Policy or procedure, ordinance, as amended, or any public policy expressing such statute, regulation or ordinance, including, without limitation, the following: Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national original discrimination); 42 U.S.C. Sections 1981 and 1983 (discrimination in making and enforcement of contracts, deprivation of civil rights, respectively); Age Discrimination in Employment Act (42 U.S.C. Sections 621 and 634); Federal and California Equal Pay Acts (29 U.S.C. Section 206(d)(1); California Fair Employment and Housing Act (Government Code Sections 12940, *et seq.*, including discrimination on the basis of race, color, national origin, ancestry, physical handicap, mental condition, marital status, sex or age); California Labor Code Section 1102.1 (sexual orientation); California Labor Code Section 1102.5 (retaliation for disclosure of information to a government or law enforcement agency); Executive Order 11141 (age discrimination); Rehabilitation Act of 1973 (29 U.S.C. Sections 503 and 504); Older Workers Benefit Protection Act (29 U.S.C. Section 626); Amendments to the Age Discrimination in Employment Act (29 U.S.C. Sections 621, *et seq.*); Civil Rights Act of 1991;

Americans with Disabilities Act (42 U.S.C. Sections 12101, *et seq.*) ; state or federal Family Medical Leave Acts or the Unruh Civil Rights Act (California Civil Code Sections 51, *et seq.*); and Federal Labor Standards Act, 29 U.S.C. Section 201).

13. Hussain intends and agrees that this Agreement shall be effective as a full, final and general release of and from all matters covered herein. In furtherance thereof, Hussain acknowledges that he is familiar with and has secured independent advice as to California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor.

Hussain expressly waives and releases any right or benefit which he may have or may in the future have under California Civil Code Section 1542 and all similar laws, rules and statutes to the fullest extent that such rights or benefits may be lawfully waived or released.

14. Hussain expressly acknowledges and agrees that by entering into this Agreement, he is waiving any and all rights or claims that he may have arising under the Age Discrimination in Employment Act of 1967 as Amended ("ADEA") which may have arisen on or before the date of execution of this Agreement. Hussain further expressly acknowledges and agrees that (a) he has entered into this Agreement voluntarily, free from duress, coercion, or mistake of facts; (b) this Agreement is in writing and understandable; (c) he is waiving current ADEA claims explicitly and cannot waive future ADEA claims; (d) in return for this Agreement, he will receive consideration beyond that which he was already entitled to receive before entering into this Agreement; (e) he has been advised and is hereby advised in writing to consult with an attorney before signing this Agreement; (f) he has been given a copy of this Agreement and informed that he has twenty-one (21) days within which to consider the Agreement, which he has elected to waive; and (g) he is hereby informed that he has seven (7) days following the original date of his execution of this Agreement in which to revoke the Agreement. Any notice of revocation must be in writing and must be delivered to the Assistant Superintendent/Vice President, Human Resources at the District prior to the end of the seventh (7th) calendar day following the date Hussain executes this

Agreement. The Agreement shall become binding and effective on the eighth (8th) day after the date Hussain executes this Agreement unless a revocation has been timely filed.

15. Hussain acknowledges that he may hereafter discover facts different from or in addition to those now known or believed to exist arising out of the employment relationship recited above, or matters for which releases have been given herein, and Hussain agrees that this Agreement will nonetheless be binding and remain in full and complete force and effect.

16. Hussain represents and warrants that he has not filed any complaint, charge, claim, or demand against the other Party in any local, state, or federal agency or court, and Hussain covenants not to file any such claim, demand, cause of action or complaint for any of the matters released herein. Hussain acknowledges that he has not assigned any monetary payment under this Agreement to any person.

17. Hussain acknowledges and represents that he presently is not aware of any injury or illness that he attributes to his employment with the District.

18. Hussain acknowledges that he has been represented or has the option of being represented by independent legal counsel and/or labor representative of his own choice through all of the negotiations preceding execution of this Agreement, and Hussain has duly executed this Agreement with the consent and approval of such independent legal counsel or labor representative.

19. 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.

20. Any alteration or modification of this Agreement must be in writing and signed by each Party to it, or by his or its authorized representatives. In the event a court of competent jurisdiction determines that any provision of this Agreement or application of it is void, invalid, unenforceable or contrary to law for any reason, its remaining provisions shall remain in full force and effect.



21. This Agreement shall forever bind and inure to the benefit of the Parties and their respective successors and assigns of every type.

22. Each Party to this Agreement denies its liability to the other Party hereto in connection with the subject matter of this Agreement, but desires to resolve the disputes, rights, claims and causes of action, if any, between and among them without the necessity of litigation. This Agreement is a compromise of the disputes, claims and rights, and shall not constitute or be construed as an admission by either of the Parties of wrongdoing or violation of any law, statute, duty or contract whatsoever, or that any of the Parties was entitled to any damages or amounts demanded incident to this controversy.

23. This Agreement may be executed in two or more counterparts, including typewritten, photographic, email or facsimile copies, each of which shall be deemed to be an original Agreement, and all of which together shall constitute one agreement.

THE UNDERSIGNED PARTIES, AND EACH OF THEM, ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE IN ITS ENTIRETY, HAVE HAD THE OPPORTUNITY TO DISCUSS THE CONTENTS OF THE AGREEMENT WITH THEIR RESPECTIVE ATTORNEYS OR REPRESENTATIVES SHOULD THEY CHOSE TO DO SO AND, AS A RESULT, FULLY UNDERSTAND THE TERMS AND CONSEQUENCES OF THE AGREEMENT. BASED ON THEIR KNOWLEDGE AND UNDERSTANDING OF THE AGREEMENT, THE PARTIES REPRESENT AND WARRANT THAT THEY FREELY AND VOLUNTARILY ENTER INTO IT ON THE DATE SET FORTH BELOW.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

[Signatures on the following page]

Dated: July 25, 2017

PALOMAR COMMUNITY COLLEGE  
DISTRICT

By: Joi Blake  
Name: Joi Blake  
Title: Superintendent/President

Dated: July 23, 2017

Syed Khaled Hussain  
SYED KHALED HUSSAIN, Ed.D.

**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 Julian 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 6-30-17 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:

Dr. Patrick Hefflin, 003  
~~Jose F. Iniguez~~ DR. PATRICK HEFFLIN  
~~Assistant Superintendent~~  
Educational Services

6-15-17  
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:

4-20-17

(b) Public Comment Board Meeting Date:

6-15-17

**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: Glyn Bongolan

Title: CCAP Coordinator

Telephone: \_\_\_\_\_

Email: gbongolan@palomar.edu

### SCHOOL DISTRICT Point of Contact

Name: JULIE ROSENAU

Title: Counselor

Telephone: 760-765-0606 ext 106

Email: jrosenau@jhsd.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: Dr. Patrick Hefflin

Julian High School

1656 Highway 78

Julian, CA 92036

## 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: 35-40 per semester.
2. Total number of FTES projected to be claimed under this Agreement:      per semester. *(2 semesters)*
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: Julian Union High School: Julian Union  
 Educational Program: \_\_\_\_\_ Program Year: \_\_\_\_\_

Fall 2018  
 District Calendar 2018-2019 180 days (student days)  
 Non-Student Days 32 days total (8 days fall + 15 days WINTER BREAK)  
 Minimum Days 14 days (7 fall + 7 spring)

COURSE, COURSE TITLE	COURSE #	TIMES	DAYS	INSTRUCTOR	LOCATION, ROOM #	STUDENTS SERVED	FTES
HEALTH 101							

Spring 2019  
 District Calendar  
 Non-Student Days  
 Minimum Days

2018-2019  
32 total days (9 days Spring)  
14 days (7 full + 7 spring)

COURSE, COURSE TITLE	COURSE #	TIMES	DAYS	INSTRUCTOR	LOCATION, ROOM #	STUDENTS SERVED	FTES
COUNSELING 110							

## 2. BOOKS AND INSTRUCTIONAL MATERIALS (TBD)

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.

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

1 of 3

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.

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

2 of 3

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 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.





## Purchase Orders - Board Report

Page No. 1  
Run Time 11:30:35 AM  
Run Date July/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
Equipment and Supplies					
0000013908	06/30/17	HP INC	EQ INSTR ADD 1K-4999; GUNS;CPU	OFFICE OFTHE VP INSTRUCT	1,221.60
0000013934	07/03/17	COMPUTER PROTECTION TECHNOLOGY	MAINT AGR, EQUIP	INSTL OBLIGATIONS INFO S	15,547.00
0000013947	07/06/17	WAXIE INC	NONINSTR SUPPLIES/MATERIALS	CUSTODIAL SERVICES	100,000.00
0000013948	07/06/17	MISSION JANITORIAL SUPPLIES	NONINSTR SUPPLIES/MATERIALS	CUSTODIAL SERVICES	30,000.00
0000013957	07/07/17	UNITED STATES POSTAL SERVICE	POSTAGE	BUSINESS SERVICES DEPART	80,000.00
0000013967	07/10/17	VOYAGER FLEET SYSTEMS INC	GASOLINE/OIL	INSTL OBLIGATIONS FACILI	30,000.00
0000013977	07/11/17	PROFESSIONAL BINDING PRODUCTS	NONINSTR SUPPLIES/MATERIALS	BUSINESS SERVICES DEPART	2,000.00
0000013978	07/11/17	LEXJET CORPORATION	NONINSTR SUPPLIES/MATERIALS	BUSINESS SERVICES DEPART	3,000.00
0000013980	07/11/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	INTERNATIONAL STUDENT SV	3,000.00
0000013981	07/11/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	INFORMATION SYSTMS & SVC	1,000.00
0000013992	07/12/17	OFFICE DEPOT BUSINESS SERV	EQ INSTR ADD 1K-4999; GUNS;CPU	NUTRITION	239.72
0000013996	07/13/17	AARON GRAPHICS	NONINSTR SUPPLIES/MATERIALS	BUSINESS SERVICES DEPART	3,000.00
0000013998	07/13/17	SOUTHLAND ENVELOPE CO	NONINSTR SUPPLIES/MATERIALS	BUSINESS SERVICES DEPART	10,000.00
0000013999	07/13/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	BUSINESS SERVICES DEPART	2,000.00
0000014000	07/13/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	OFFICE,VP HUMAN RESRCSVC	15,000.00
0000014003	07/13/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	FACILITIES DEPARTMENT	1,000.00
0000014005	07/13/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	TUTORING SERVICES	1,947.00
0000014007	07/13/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	ESCONDIDO CENTER	3,000.00
0000014013	07/13/17	FHEG PALOMAR COLLEGE BOOKSTORE	INSTR SUPPL/MATERIALS	MATHEMATICS	4,040.63
0000014018	07/14/17	VERITIV OPERATING COMPANY	NONINSTR SUPPLIES/MATERIALS	BUSINESS SERVICES DEPART	5,000.00
0000014020	07/14/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	BEHAVIORAL SCIENCES DEPT	4,206.00
0000014033	07/17/17	FASTENAL CO	REPAIR/MAINT BLDGS	BUILDING SERVICES	4,000.00
0000014034	07/17/17	FASTENAL CO	NONINSTR SUPPLIES/MATERIALS	ENVIRONMENTAL HLTH&SAFTY	10,000.00
0000014036	07/17/17	PECK, WILLIAM M	INSTR SUPPL/MATERIALS	BUILDING SERVICES	35,000.00



## Purchase Orders - Board Report

Page No. 2  
Run Time 11:30:35 AM  
Run Date July/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000014038	07/17/17	TRAFFIC SUPPLY INC	MAINTENANCE, GROUNDS	BUILDING SERVICES	4,000.00
0000014039	07/17/17	PACIFIC PLUMBING SPECIALTIES INC	REPAIR/MAINT BLDGS	PLUMBING	7,000.00
0000014040	07/17/17	TRANE U S INC	REPAIR/MAINT BLDGS	HVAC	5,000.00
0000014041	07/17/17	JOHNSTONE SUPPLY	REPAIR/MAINT BLDGS	HVAC	5,000.00
0000014045	07/18/17	WALTERS WHOLESALE ELECTRIC CO	REPAIR/MAINT BLDGS	ELECTRICAL	7,000.00
0000014049	07/18/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	BIOLOGY DEPARTMENT	2,000.00
0000014054	07/18/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	LANG & LIT DIV DEAN	700.00
0000014071	07/19/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	LIBRARY	3,500.00
0000014074	07/19/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	LIBRARY	500.00
0000014078	07/19/17	OFFICE DEPOT BUSINESS SERV	INSTR SUPPL/MATERIALS	LIBRARY	2,000.00
0000014079	07/19/17	OFFICE DEPOT BUSINESS SERV	INSTR SUPPL/MATERIALS	CHEMISTRY	2,000.00
0000014081	07/19/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	TEACHING LEARNING CENTER	6,000.00
0000014082	07/19/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	ENGLISH DEPARTMENT	2,000.00
0000014091	07/20/17	OFFICE DEPOT BUSINESS SERV	INSTR SUPPL/MATERIALS	COMPUTER SCI & INFO TECH	2,000.00
0000014092	07/20/17	FLYERS ENERGY LLC	GASOLINE/OIL	INSTL OBLIGATIONS FACILI	2,000.00
0000014093	07/20/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	TEACHING LEARNING CENTER	4,000.00
0000014123	07/25/17	MEDCO SUPPLY INC	INSTR SUPPL/MATERIALS	ATHLETICS TRAINERS	6,000.00
0000014126	07/25/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	PUBLIC AFFAIRS OFFICE	2,500.00
0000014127	07/25/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	3,000.00
0000014128	07/25/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	GEAR UP	50,000.00
0000014129	07/25/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	APPRENTICESHIP TRAINING	2,000.00
0000014133	07/26/17	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	GEAR UP	25,000.00
0000014134	07/26/17	FISHER SCIENTIFIC COMPANY L.L.C.	EQ INSTR ADD 1K-4999; GUNS;CPU	CHEMISTRY	3,977.69
0000014135	07/26/17	FISHER SCIENTIFIC COMPANY L.L.C.	INSTR SUPPL/MATERIALS	CHEMISTRY	16,620.99
0000014136	07/26/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	OFFICE OF VP STUDENT SVC	1,500.00



## Purchase Orders - Board Report

Page No. 3  
Run Time 11:30:35 AM  
Run Date July/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000014138	07/26/17	OFFICE DEPOT BUSINESS SERV	SUPPLIES, INSTITUTIONAL	ATHLETICS DEPARTMENT	3,200.00
0000014140	07/26/17	VERNIER SOFTWARE & TECHNOLOGY	INSTR SUPPL/MATERIALS	CHEMISTRY	8,627.35
0000014141	07/26/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	PUBLIC SAFETY PROGRAM	3,000.00
0000014142	07/26/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	4,000.00
0000014144	07/26/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	STUDENT HEALTH SERVICES	8,000.00
0000014145	07/26/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	TRADE & INDUSTRY DEPARTM	1,000.00
0000014146	07/26/17	OFFICE DEPOT BUSINESS SERV	INSTR SUPPL/MATERIALS	NURSING EDUCATION	2,000.00
0000014147	07/26/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	COOPERATIVE EDUCATION	900.00
0000014148	07/26/17	OFFICE DEPOT BUSINESS SERV	SUPPLIES, INSTITUTIONAL	MEDIA STUDIES DEPARTMENT	2,000.00
0000014157	07/26/17	BEST PLUMBING SPECIALTIES INC	REPAIR/MAINT BLDGS	PLUMBING	5,000.00
0000014158	07/26/17	PLUMBMASTER	REPAIR/MAINT BLDGS	PLUMBING	4,000.00
0000014160	07/27/17	ALLIED REFRIGERATION INC	REPAIR/MAINT NONINSTR EQUIP	HVAC	3,000.00
0000014166	07/27/17	APPLE COMPUTER INC	EQUIP TECH INSTR 5K OR MORE	MEDIA STUDIES DEPARTMENT	142,943.13
<i>Subtotal for Equipment and Supplies</i>					717,171.11
<b>Advertising/Increases</b>					
0000014161	07/27/17	MARINE CORPS COMMUNITY SERVICES	ADVERTISE NOT REQ BY LAW	STRONG WORKFORCE	35,802.50
<i>Subtotal for Advertising/Increases</i>					35,802.50
<b>Employment Advertising</b>					
0000014100	07/21/17	JOBELEPHANT.COM INC	ADVERTISEMENTS REQ BY LAW	OFFICE,VP HUMAN RESRCSVC	30,000.00
<i>Subtotal for Employment Advertising</i>					30,000.00
<b>Agreements/Services</b>					
0000013884	06/27/17	BMC SOFTWARE INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	13,185.80
0000013885	06/27/17	COMPUTERLAND OF SILICON VALLEY	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	5,750.00
0000013886	06/27/17	COMPUTERLAND OF SILICON VALLEY	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	56,658.00
0000013887	06/27/17	COMPUTERLAND OF SILICON VALLEY	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	16,742.00
0000013896	06/28/17	TOLEDO OFFICE EQUIPMENT	REPAIR/MAINT NONINSTR EQUIP	BUSINESS SERVICES DEPART	1,000.00



## Purchase Orders - Board Report

Page No. 4  
Run Time 11:30:35 AM  
Run Date July/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000013898	06/28/17	TOLEDO OFFICE EQUIPMENT	REPAIR/MAINT NONINSTR EQUIP	BUSINESS SERVICES DEPART	1,400.00
0000013902	06/29/17	BERGELECTRIC CORP	EQUIP TECH INSTR < 4900	NURSING EDUCATION	3,366.01
0000013904	06/29/17	DOOR SERVICE & REPAIR INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	48.97
0000013904	06/29/17	DOOR SERVICE & REPAIR INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	2,315.03
0000013905	06/29/17	ALL STAR SIGNS INC	BUILDING CONSTRUCTIONS	STUDENT HEALTH SERVICES	1,604.20
0000013906	06/30/17	CCLC	LIBRARY NONPRINT MEDIA	LIBRARY	49,971.20
0000013907	06/30/17	DIRECTV	TELEPHONE CONNECTIONS	INSTL OBLIGATIONS FACILI	2,200.00
0000013909	06/30/17	PRIORITY MAILING SYSTEMS LLC	REPAIR/MAINT NONINSTR EQUIP	BUSINESS SERVICES DEPART	2,245.42
0000013910	06/30/17	SOUTHWEST CARPENTER'S TRAINING FUND	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	93,858.44
0000013911	06/30/17	SAN DIEGO SHEET METAL JATC	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	54,126.23
0000013912	06/30/17	CDW GOVERNMENT	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	46,529.29
0000013913	06/30/17	TRACE3 LLC	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	15,480.00
0000013914	06/30/17	TRACE3 LLC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	36,520.93
0000013915	06/30/17	TRACE3 LLC	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	6,260.98
0000013918	07/03/17	CHURCHILL GRAPHICS	PRINTING	BUSINESS SERVICES DEPART	10,000.00
0000013919	07/03/17	4IMPRINT INC	PRINTING	BUSINESS SERVICES DEPART	2,000.00
0000013920	07/03/17	BEATBABEL LLC	OTHER PERSONAL/CONSULT SVCS	BUSINESS SERVICES DEPART	1,000.00
0000013921	07/03/17	ACCO ENGINEERED SYSTEMS INC	REPAIR/MAINT NONINSTR EQUIP	BUILDING SERVICES	8,980.00
0000013922	07/03/17	FARONICS	SOFTWARE LICENSING FEES	GENERAL LEDGER CONTROL	3,743.24
0000013922	07/03/17	FARONICS	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	3,743.26
0000013923	07/03/17	ORACLE AMERICA INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	391,080.63
0000013926	07/03/17	WEBNAPPMAKERS LLC	MAINT AGR, SOFTWARE	BUSINESS SERVICES DEPART	8,640.00
0000013928	07/03/17	CART MART INC	REPAIR/MAINT NONINSTR EQUIP	FACILITIES DEPARTMENT	8,000.00
0000013929	07/03/17	AMERICAN BATTERY SUPPLY	REPAIR/MAINT NONINSTR EQUIP	FACILITIES DEPARTMENT	6,000.00
0000013930	07/03/17	NAPA AUTO PARTS, SAN MARCOS	REPAIR/MAINT NONINSTR EQUIP	FACILITIES DEPARTMENT	5,000.00



## Purchase Orders - Board Report

Page No. 5  
Run Time 11:30:35 AM  
Run Date July/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000013931	07/03/17	MISSION AUTO REPAIR	REPAIR/MAINT NONINSTR EQUIP	FACILITIES DEPARTMENT	8,000.00
0000013932	07/03/17	NETWORK INDUSTRIES INC	REPAIR/MAINT NONINSTR EQUIP	GROUNDS SERVICES	500.00
0000013932	07/03/17	NETWORK INDUSTRIES INC	REPAIR/MAINT NONINSTR EQUIP	BUILDING SERVICES	500.00
0000013933	07/03/17	A-1 SEW & VAC CENTER	REPAIR/MAINT NONINSTR EQUIP	CUSTODIAL SERVICES	500.00
0000013935	07/05/17	MW MECHANICAL INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	8,457.00
0000013936	07/05/17	PRIORITY MAILING SYSTEMS LLC	MAINT AGR, EQUIP	BUSINESS SERVICES DEPART	1,633.00
0000013937	07/05/17	LA GRINDING CO	REPAIR/MAINT NONINSTR EQUIP	BUSINESS SERVICES DEPART	225.00
0000013938	07/05/17	ALBIREO ENERGY	REPAIR/MAINT NONINSTR EQUIP	BUILDING SERVICES	4,640.00
0000013939	07/05/17	ATLAS COPCO COMPRESSORS LLC	REPAIR/MAINT NONINSTR EQUIP	BUILDING SERVICES	17,932.48
0000013940	07/05/17	FREEDOM SCIENTIFIC DBA VFO	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	4,500.00
0000013940	07/05/17	FREEDOM SCIENTIFIC DBA VFO	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	4,500.00
0000013943	07/06/17	NEXTEL OF CALIFORNIA INC	TELEPHONE	INFORMATION SYSTMS & SVC	2,500.00
0000013944	07/06/17	T-MOBILE USA INC	TELEPHONE CONNECTIONS	INSTL OBLIGATIONS FACILI	480.00
0000013945	07/06/17	GRIFFIN PEST MANAGEMENT	PEST CONTROL	CUSTODIAL SERVICES	2,000.00
0000013946	07/06/17	SCHAEFFER & SON PEST CONTROL INC	PEST CONTROL	CUSTODIAL SERVICES	3,000.00
0000013949	07/06/17	CENTER FOR COLLABORATION SOLUTIONS	OTHER PERSONAL/CONSULT SVCS	INSTL OBLIGATIONS RISK M	80,000.00
0000013950	07/06/17	STANLEY STEEMER CARPET CLEANER	REPAIR/MAINT BLDGS	CUSTODIAL SERVICES	1,000.00
0000013951	07/06/17	CORPORATION FOR EDUCATION NETWORK	INDEPENDENT CONTRACTOR	TTIP SOUTH	16,941.00
0000013953	07/06/17	TRUMP CARD INC	POSTAGE	TTIP SOUTH	8,000.00
0000013958	07/10/17	FRONTIER FENCE COMPANY INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	1,548.00
0000013959	07/10/17	VERIZON WIRELESS - SD	INTERNET ACCESS	TTIP SOUTH	4,500.00
0000013960	07/10/17	IHA PARTNERSHIP	RENT/LEASE LAND/BLDGS	TTIP SOUTH	152,487.84
0000013961	07/10/17	AMERGROUP INC,THE	MAINT AGR, EQUIP	INSTL OBLIGATIONS INFO S	8,337.45
0000013962	07/10/17	UNITED PARCEL SERVICE	POSTAGE	BUSINESS SERVICES DEPART	5,000.00



## Purchase Orders - Board Report

Page No. 6  
Run Time 11:30:35 AM  
Run Date July/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000013963	07/10/17	BERGELECTRIC CORP	NETWORK EQUIPMENT	GENERAL LEDGER CONTROL	25,000.00
0000013965	07/10/17	FRONTIER FENCE COMPANY INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	998.00
0000013966	07/10/17	SIEMENS INDUSTRY INC	REPAIR/MAINT BLDGS	INSTL OBLIGATIONS FACILI	10,000.00
0000013968	07/11/17	SAN DIEGO DIE CUTTING INC	OTHER PERSONAL/CONSULT SVCS	BUSINESS SERVICES DEPART	3,000.00
0000013969	07/11/17	PCH LITHO INC	PRINTING	BUSINESS SERVICES DEPART	1,000.00
0000013970	07/11/17	POSTMASTER	POSTAGE	BUSINESS SERVICES DEPART	100,000.00
0000013971	07/11/17	COMPASS ENERGY SOLUTIONS LP	BUILDING CONSTRUCTIONS	STUDENT HEALTH SERVICES	9,375.00
0000013972	07/11/17	TABS ETC INC	PRINTING	BUSINESS SERVICES DEPART	1,000.00
0000013976	07/11/17	OCHS OIL	FUEL, GAS	GROUNDS SERVICES	3,500.00
0000013979	07/11/17	COLLICUTT ENERGY SEVICES INC	REPAIR/MAINT NONINSTR EQUIP	INSTL OBLIGATIONS FACILI	2,150.00
0000013983	07/11/17	COX COMMUNICATIONS	INTERNET ACCESS	TTIP SOUTH	5,300.00
0000013984	07/11/17	PGI	OTHER PERSONAL/CONSULT SVCS	TTIP SOUTH	160,000.00
0000013985	07/12/17	WON-DOOR CORPORATION	REPAIR/MAINT BLDGS	INSTL OBLIGATIONS FACILI	600.00
0000013986	07/12/17	EVANS & SUTHERLAND	MAINT AGR, EQUIP	PLANETARIUM	2,000.00
0000013986	07/12/17	EVANS & SUTHERLAND	MAINT AGR, EQUIP	PLANETARIUM	13,500.00
0000013987	07/12/17	CENTER STAGE SOFTWARE	REPAIR/MAINT NONINSTR EQUIP	PLANETARIUM	1,280.00
0000013988	07/12/17	SAN DIEGO COUNTY OFFICE OF EDUCATION	MEMBERSHIP, DISTRICT	MATH & NAT HLTH SCI DIVD	13,846.50
0000013989	07/12/17	CCLC	SFTW INSTR 5K OR MORE - M/M&L	LIBRARY	12,325.00
0000013994	07/12/17	COOK COATINGS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	319,800.00
0000013994	07/12/17	COOK COATINGS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	500,000.00
0000013995	07/13/17	ADA NATIONWIDE ROADSIDE ASSISTANCE	REPAIR/MAINT NONINSTR EQUIP	FACILITIES DEPARTMENT	1,780.00
0000013997	07/13/17	PRIORITY MAILING SYSTEMS LLC	MAINT AGR, EQUIP	BUSINESS SERVICES DEPART	1,035.36
0000014001	07/13/17	AMAZON WEB SERVICES INC	INDEPENDENT CONTRACTOR	TTIP SOUTH	35,000.00
0000014002	07/13/17	HOSTING SOURCE	INDEPENDENT CONTRACTOR	TTIP SOUTH	3,396.00





## Purchase Orders - Board Report

Page No. 7  
Run Time 11:30:35 AM  
Run Date July/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000014004	07/13/17	IBM CORPORATION	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	11,022.61
0000014008	07/13/17	RICHMOND, CHAD	INDEPENDENT CONTRACTOR	EDUCATIONAL TELEVISION	10,000.00
0000014009	07/13/17	COLLICUTT ENERGY SEVICES INC	MAINT AGR, EQUIP	INSTL OBLIGATIONS FACILI	10,747.55
0000014010	07/13/17	IBM CORPORATION	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	15,010.00
0000014011	07/13/17	NEOPOST USA INC	MAINT AGR, SOFTWARE	BUSINESS SERVICES DEPART	3,072.00
0000014012	07/13/17	NEOPOST USA INC	REPAIR/MAINT NONINSTR EQUIP	BUSINESS SERVICES DEPART	1,013.68
0000014014	07/13/17	SCHOOL SERVICES OF CALIFORNIA	MEMBERSHIP, DISTRICT	OFFICE,VP ADMINISTRATIV	3,420.00
0000014015	07/13/17	WARREN,RICHARD C	MAINT AGR, EQUIP	KKSM RADIO	6,000.00
0000014027	07/14/17	PISTOLSTAR INC	OTHER PERSONAL/CONSULT SVCS	INSTL OBLIGATIONS INFO S	2,500.00
0000014028	07/17/17	AMC ACQUISITION LLC	PRINTING	BUSINESS SERVICES DEPART	15,000.00
0000014030	07/17/17	JENSEN PROPERTIES SAN DIEGO INC	RENT/LEASE LAND/BLDGS	KKSM RADIO	4,675.00
0000014031	07/17/17	SIEMENS INDUSTRY INC	REPAIR/MAINT NONINSTR EQUIP	INSTL OBLIGATIONS FACILI	12,000.00
0000014032	07/17/17	NINYO & MOORE	OTHER PERSONAL/CONSULT SVCS	ENVIRONMENTAL HLTH&SAFTY	16,162.50
0000014035	07/17/17	RP GROUP	INDEPENDENT CONTRACTOR	TTIP SOUTH	132,500.00
0000014037	07/17/17	ROADPOST USA INC	EQUIP NONINSTR, REPL 1K-4999	EMERGENCY OPS (EMRGNCY R	2,651.92
0000014042	07/17/17	SAN DIEGO MECHANICAL & ENERGY	MAINT AGR, EQUIP	BUILDING SERVICES	7,136.00
0000014044	07/18/17	SAN MARCOS GLASS	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	1,997.50
0000014046	07/18/17	CDW GOVERNMENT	SOFTWARE LICENSING FEES	STRONG WORKFORCE	207.90
0000014046	07/18/17	CDW GOVERNMENT	SOFTWARE LICENSING FEES	CAREER,TECH, EXT ED DIV	254.10
0000014046	07/18/17	CDW GOVERNMENT	MAINT AGR, EQUIP	STRONG WORKFORCE	311.85
0000014046	07/18/17	CDW GOVERNMENT	MAINT AGR, EQUIP	CAREER,TECH, EXT ED DIV	381.15
0000014046	07/18/17	CDW GOVERNMENT	MAINT AGR, SOFTWARE	STRONG WORKFORCE	1,448.99
0000014046	07/18/17	CDW GOVERNMENT	MAINT AGR, SOFTWARE	CAREER,TECH, EXT ED DIV	1,770.99
0000014046	07/18/17	CDW GOVERNMENT	EQUIP TECH NONINSTR 5K OR MORE	STRONG WORKFORCE	2,666.81
0000014046	07/18/17	CDW GOVERNMENT	EQUIP TECH NONINSTR 5K OR MORE	CAREER,TECH, EXT ED DIV	3,259.44



## Purchase Orders - Board Report

Page No. 8  
Run Time 11:30:35 AM  
Run Date July/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000014046	07/18/17	CDW GOVERNMENT	EQUIP TECH NONINSTR < 5000	STRONG WORKFORCE	3,699.41
0000014046	07/18/17	CDW GOVERNMENT	EQUIP TECH NONINSTR < 5000	CAREER, TECH, EXT ED DIV	4,521.49
0000014048	07/18/17	FOUNDATION FOR CALIFORNIA COMMUNITY	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	30,163.00
0000014050	07/18/17	AFFORDABLE DRAIN SERVICE INC	REPAIR/MAINT BLDGS	BUILDING SERVICES	975.00
0000014051	07/18/17	CANNON PACIFIC SERVICES INC	SITE IMPROVEMENT OVER 5K	BUILDING SERVICES	16,953.00
0000014052	07/18/17	SKILLSOFT CORPORATION	INDEPENDENT CONTRACTOR	TTIP SOUTH	80,000.00
0000014053	07/18/17	CANNON PACIFIC SERVICES INC	PARKING IMPROVEMENT OVER 5K	BUILDING SERVICES	6,600.00
0000014056	07/18/17	NETWORK INDUSTRIES INC	REPAIR/MAINT NONINSTR EQUIP	BUSINESS SERVICES DEPART	2,000.00
0000014057	07/18/17	TELEPERFORMANCE RAPIDTEXT	INDEPENDENT CONTRACTOR	TTIP SOUTH	13,000.00
0000014058	07/18/17	LYNDA.COM INC	INDEPENDENT CONTRACTOR	TTIP SOUTH	450,000.00
0000014062	07/18/17	RICHWINE, ROBERT JR	MAINT AGR, EQUIP	PERFORMING ARTS DEPARTME	10,000.00
0000014065	07/18/17	VORTEX INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	4,286.77
0000014066	07/18/17	MW MECHANICAL INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	9,872.00
0000014067	07/18/17	MW MECHANICAL INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	2,237.00
0000014068	07/18/17	COLLICUTT ENERGY SEVICES INC	REPAIR/MAINT NONINSTR EQUIP	INSTL OBLIGATIONS FACILI	2,791.15
0000014069	07/19/17	EXHIBE CORPORATION	PRINTING	TTIP SOUTH	3,000.00
0000014070	07/19/17	MSDSOONLINE INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS FACILI	11,999.00
0000014072	07/19/17	COMMISSION ON ACCREDITATION OF ALLIED	MEMBERSHIP, EMPLOYEE	EMERGENCY MEDICAL DEPT	550.00
0000014075	07/19/17	CLOUD 9 MERCHANDISING	PRINTING	TTIP SOUTH	10,000.00
0000014076	07/19/17	AUTOMATIC SYNC TECHNOLOGIES LLC	INDEPENDENT CONTRACTOR	TTIP SOUTH	80,000.00
0000014077	07/19/17	SOLAR CARE INC	BUILDING CONSTRUCTIONS	STUDENT HEALTH SERVICES	210.00
0000014083	07/19/17	CUTTING EDGE AUDIO GROUP LLC	MAINT AGR, EQUIP	EDUCATIONAL TELEVISION	1,250.00
0000014084	07/19/17	BLACKBOARD COLLABORATE INC	OTHER PERSONAL/CONSULT SVCS	TTIP SOUTH	264,000.00
0000014085	07/19/17	BLACKBOARD COLLABORATE INC	OTHER PERSONAL/CONSULT SVCS	TTIP SOUTH	150,000.00





## Purchase Orders - Board Report

Page No. 9  
Run Time 11:30:35 AM  
Run Date July/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000014086	07/19/17	edu BUSINESS SOLUTIONS INC	SFTW NONINSTR 5K OR MORE-M/M&L	BUSINESS SERVICES DEPART	18,915.00
0000014088	07/20/17	RAP ENGINEERING INC	PARKING IMPROVEMENT OVER 5K	BUILDING SERVICES	24,852.00
0000014089	07/20/17	RUTAN & TUCKER LLP	LAWYERS' FEES	INSTITUTIONAL LEGAL FEES	350,000.00
0000014090	07/20/17	STANLEY STEEMER CARPET CLEANER	REPAIR/MAINT BLDGS	OFFICE OF VP STUDENT SVC	678.00
0000014095	07/20/17	MOBILE MODULAR MANAGEMENT CORP	RENT/LEASE LAND/BLDGS	FACILITIES DEPARTMENT	6,012.00
0000014096	07/20/17	GRASS VALLEY USA LLC	MAINT AGR, EQUIP	EDUCATIONAL TELEVISION	2,816.00
0000014097	07/20/17	PRO AUDIO VIDEO INC	INDEPENDENT CONTRACTOR	TTIP SOUTH	42,000.00
0000014098	07/20/17	RAYNE WATER CONDITIONING	MAINT AGR, EQUIP	BIOLOGY DEPARTMENT	342.00
0000014099	07/20/17	DOPPELT, ALEXANDRA	INDEPENDENT CONTRACTOR	TTIP SOUTH	87,000.00
0000014103	07/21/17	FRONTIER FENCE COMPANY INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	5,930.00
0000014107	07/21/17	FREE FORM CLAY & SUPPLY	INSTR SUPPL/MATERIALS	ART	6,000.00
0000014117	07/24/17	ZOOM VIDEO COMMUNICATIONS INC	INDEPENDENT CONTRACTOR	TTIP SOUTH	61,486.00
0000014118	07/24/17	EPHOST INC	INDEPENDENT CONTRACTOR	TTIP SOUTH	34,000.00
0000014119	07/24/17	EVOQUA WATER TECHNOLOGIES	MAINT AGR, EQUIP	CHEMISTRY	519.00
0000014119	07/24/17	EVOQUA WATER TECHNOLOGIES	MAINT AGR, EQUIP	CHEMISTRY	18,181.00
0000014120	07/24/17	INTEGRATED SECURITY HOLDINGS GROUP LLC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	847.60
0000014122	07/24/17	CHEM PRO LABORATORY INC.	REPAIR/MAINT BLDGS	BUILDING SERVICES	16,380.00
0000014125	07/25/17	CORODATA SHREDDING INC	INDEPENDENT CONTRACTOR	OFFICE,VP HUMAN RESRCSVC	68.00
0000014130	07/25/17	ZUMWALT, DANIELLE	INDEPENDENT CONTRACTOR	TTIP SOUTH	27,000.00
0000014131	07/25/17	ROBERTSON, CANDACE	INDEPENDENT CONTRACTOR	TTIP SOUTH	82,000.00
0000014132	07/25/17	MIRNA CASTANEDA-TINNEY	INDEPENDENT CONTRACTOR	TTIP SOUTH	80,812.50
0000014149	07/26/17	IBM CORPORATION	MAINT AGR, SOFTWARE	TTIP SOUTH	17,647.20
0000014150	07/26/17	DUBREUIL,MICHELLE	INDEPENDENT CONTRACTOR	TTIP SOUTH	88,000.00
0000014151	07/26/17	CHATWOOD, ANDREA	INDEPENDENT CONTRACTOR	TTIP SOUTH	88,000.00
0000014152	07/26/17	MERCURY DISPOSAL SYSTEM INC	WASTE DISPOSAL, HAZARDOUS	INSTL OBLIGATIONS FACILI	1,500.00



## Purchase Orders - Board Report

Page No. 10  
Run Time 11:30:35 AM  
Run Date July/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000014153	07/26/17	EP CONTAINER CORPORATION	WASTE DISPOSAL, HAZARDOUS	INSTL OBLIGATIONS FACILI	2,155.00
0000014154	07/26/17	DOWNSTREAM SERVICE INC	MAINTENANCE, GROUNDS	INSTL OBLIGATIONS FACILI	6,780.00
0000014155	07/26/17	ASBURY ENVIRONMENTAL SERVICES	WASTE DISPOSAL, HAZARDOUS	INSTL OBLIGATIONS FACILI	5,000.00
0000014156	07/26/17	UNIVERSAL MUSIC-MGB NA LLC	LICENSING FEE	TTIP SOUTH	1,712.50
0000014156	07/26/17	UNIVERSAL MUSIC-MGB NA LLC	LICENSING FEE	EDUCATIONAL TELEVISION	1,712.50
0000014159	07/26/17	STERICYCLE INC	WASTE DISPOSAL, HAZARDOUS	INSTL OBLIGATIONS FACILI	30,000.00
<i>Subtotal for Agreements/Services</i>					4,952,181.37
<b>Annual Maintenance/Service Agreements</b>					
0000013956	07/07/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	INFORMATION SYSTMS & SVC	330.00
0000014006	07/13/17	EVOQUA WATER TECHNOLOGIES	REPAIR/MAINT NONINSTR EQUIP	BUILDING SERVICES	550.00
0000014019	07/14/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	ESCONDIDO CENTER	286.00
0000014021	07/14/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	INFORMATION SYSTMS & SVC	286.00
0000014022	07/14/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	INFORMATION SYSTMS & SVC	330.00
0000014023	07/14/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	INSTL OBLIGATIONS INFO S	572.00
0000014024	07/14/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	MT. CARMEL CENTER	308.00
0000014025	07/14/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	ESCONDIDO CENTER	286.00
0000014026	07/14/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	ESCONDIDO CENTER	286.00
0000014059	07/18/17	MSC JANITORIAL SERVICES INC	JANITORIAL SERVICES	CUSTODIAL SERVICES	11,122.50
0000014061	07/18/17	MSC JANITORIAL SERVICES INC	REPAIR/MAINT BLDGS	FISCAL SERVICES DEPARTMN	1,498.75
0000014064	07/18/17	MSC JANITORIAL SERVICES INC	JANITORIAL SERVICES	CUSTODIAL SERVICES	14,760.00
0000014080	07/19/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	TTIP SOUTH	781.00
0000014094	07/20/17	OTIS ELEVATOR COMPANY	MAINT AGR, EQUIP	INSTL OBLIGATIONS FACILI	46,887.00
0000014102	07/21/17	AIRGAS WEST	MAINT AGR, EQUIP	CHEMISTRY	4,400.00
0000014124	07/25/17	KONICA MINOLTA BUSINESS SOLUTIONS USA	MAINT AGR, EQUIP	BUSINESS SERVICES DEPART	69,173.24
<i>Subtotal for Annual Maintenance/Service Agreements</i>					151,856.49



## Purchase Orders - Board Report

Page No. 11  
Run Time 11:30:35 AM  
Run Date July/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
<b>Utilities</b>					
0000013941	07/06/17	AT&T	TELEPHONE CONNECTIONS	INSTL OBLIGATIONS FACILI	82,000.00
0000013942	07/06/17	AT&T	TELEPHONE CONNECTIONS	OFFICE,VP ADMINISTRATIV	3,100.00
0000013954	07/06/17	AT&T	TELEPHONE	MT. CARMEL CENTER	115.42
0000013973	07/11/17	VALLECITOS WATER DISTRICT	WATER	INSTL OBLIGATIONS FACILI	290,000.00
0000013975	07/11/17	BASE COMMUNICATIONS OFFICE	TELEPHONE	INSTL OBLIGATIONS INFO S	250.00
0000013982	07/11/17	CONSTELLATION NEWENERGY INC	MAINT AGR, EQUIP	INSTL OBLIGATIONS FACILI	925,000.00
0000014016	07/13/17	SAN DIEGO GAS & ELECTRIC CO	ELECTRICITY	KKSM RADIO	1,600.00
0000014017	07/13/17	AT&T	INTERNET ACCESS	KKSM RADIO	1,200.00
0000014043	07/18/17	SAN DIEGO GAS & ELECTRIC	ELECTRICITY	INSTL OBLIGATIONS FACILI	1,200,000.00
0000014055	07/18/17	SAN DIEGO GAS & ELECTRIC	ELECTRICITY	TTIP SOUTH	15,000.00
0000014101	07/21/17	CITY OF ESCONDIDO	WATER	INSTL OBLIGATIONS FACILI	17,500.00
<i>Subtotal for Utilities</i>					<b>2,535,765.42</b>
<b>Prop M - Bond Money</b>					
0000013916	07/03/17	TRACE3 LLC	EQUIP NONINSTR, 5K OR MORE	PROP M BOND	399,717.00
0000013917	07/03/17	TRACE3 LLC	MAINT AGR, EQUIP	PROP M BOND	65,376.00
0000013917	07/03/17	TRACE3 LLC	EQUIP NONINSTR, 5K OR MORE	PROP M BOND	223,581.25
0000013927	07/03/17	DELL COMPUTER CORPORATION	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	533.36
0000013952	07/06/17	LIGHTWERKS	EQUIP TECH NONINSTR < 5000	PROP M BOND	2,511.75
0000013955	07/06/17	HELIX ENVIRONMENTAL PLANNING INC	OTHER PERSONAL/CONSULT SVCS	PROP M BOND	17,487.24
0000013955	07/06/17	HELIX ENVIRONMENTAL PLANNING INC	OTHER PERSONAL/CONSULT SVCS	PROP M BOND	208,512.76
0000013964	07/10/17	NINYO & MOORE	BLUEPRINT/INSPECTION SVCS	PROP M BOND	1,800.00
0000014108	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	969,734.84
0000014109	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	291,501.12
0000014110	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	468,276.01
0000014112	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	166,744.14



## Purchase Orders - Board Report

Page No. 12  
Run Time 11:30:35 AM  
Run Date July/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000014113	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	279,016.97
0000014114	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	56,907.05
0000014115	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	282,842.22
0000014116	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	600,412.20
0000014139	07/26/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	953,106.79
<i>Subtotal for Prop M - Bond Money</i>					4,988,060.70

<i>Total PO Count:</i>	247
<i>Total PO Amount:</i>	\$13,410,837.59



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

Page No.	1
Run Time	11:55:23 AM
Run Date	Jul/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000013886	06/27/17	COMPUTERLAND OF SILICON VALLEY	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	56,658.00
0000013910	06/30/17	SOUTHWEST CARPENTER'S TRAINING FUND	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	93,858.44
0000013911	06/30/17	SAN DIEGO SHEET METAL JATC	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	54,126.23
0000013916	07/03/17	TRACE3 LLC	EQUIP NONINSTR, 5K OR MORE	PROP M BOND	399,717.00
0000013917	07/03/17	TRACE3 LLC	MAINT AGR, EQUIP	PROP M BOND	65,376.00
0000013917	07/03/17	TRACE3 LLC	EQUIP NONINSTR, 5K OR MORE	PROP M BOND	223,581.25
0000013923	07/03/17	ORACLE AMERICA INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	391,080.63
0000013941	07/06/17	AT&T	TELEPHONE CONNECTIONS	INSTL OBLIGATIONS FACILI	82,000.00
0000013947	07/06/17	WAXIE INC	NONINSTR SUPPLIES/MATERIALS	CUSTODIAL SERVICES	100,000.00
0000013949	07/06/17	CENTER FOR COLLABORATION SOLUTIONS	OTHER PERSONAL/CONSULT SVCS	INSTL OBLIGATIONS RISK M	80,000.00
0000013955	07/06/17	HELIX ENVIRONMENTAL PLANNING INC	OTHER PERSONAL/CONSULT SVCS	PROP M BOND	226,000.00
0000013957	07/07/17	UNITED STATES POSTAL SERVICE	POSTAGE	BUSINESS SERVICES DEPART	80,000.00
0000013960	07/10/17	IHA PARTNERSHIP	RENT/LEASE LAND/BLDGS	TTIP SOUTH	152,487.84
0000013970	07/11/17	POSTMASTER	POSTAGE	BUSINESS SERVICES DEPART	100,000.00
0000013973	07/11/17	VALLECITOS WATER DISTRICT	WATER	INSTL OBLIGATIONS FACILI	290,000.00
0000013982	07/11/17	CONSTELLATION NEWENERGY INC	MAINT AGR, EQUIP	INSTL OBLIGATIONS FACILI	925,000.00
0000013984	07/11/17	PGI	OTHER PERSONAL/CONSULT SVCS	TTIP SOUTH	160,000.00
0000013994	07/12/17	COOK COATINGS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	819,800.00
0000014035	07/17/17	RP GROUP	INDEPENDENT CONTRACTOR	TTIP SOUTH	132,500.00
0000014043	07/18/17	SAN DIEGO GAS & ELECTRIC	ELECTRICITY	INSTL OBLIGATIONS FACILI	1,200,000.00
0000014052	07/18/17	SKILLSOFT CORPORATION	INDEPENDENT CONTRACTOR	TTIP SOUTH	80,000.00
0000014058	07/18/17	LYNDA.COM INC	INDEPENDENT CONTRACTOR	TTIP SOUTH	450,000.00
0000014076	07/19/17	AUTOMATIC SYNC TECHNOLOGIES LLC	INDEPENDENT CONTRACTOR	TTIP SOUTH	80,000.00



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

Page No.	2
Run Time	11:55:23 AM
Run Date	Jul/28/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000014084	07/19/17	BLACKBOARD COLLABORATE INC	OTHER PERSONAL/CONSULT SVCS	TTIP SOUTH	264,000.00
0000014085	07/19/17	BLACKBOARD COLLABORATE INC	OTHER PERSONAL/CONSULT SVCS	TTIP SOUTH	150,000.00
0000014089	07/20/17	RUTAN & TUCKER LLP	LAWYERS' FEES	INSTITUTIONAL LEGAL FEES	350,000.00
0000014099	07/20/17	DOPPELT, ALEXANDRA	INDEPENDENT CONTRACTOR	TTIP SOUTH	87,000.00
0000014108	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	969,734.84
0000014109	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	291,501.12
0000014110	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	468,276.01
0000014112	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	166,744.14
0000014113	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	279,016.97
0000014114	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	56,907.05
0000014115	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	282,842.22
0000014116	07/24/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	600,412.20
0000014117	07/24/17	ZOOM VIDEO COMMUNICATIONS INC	INDEPENDENT CONTRACTOR	TTIP SOUTH	61,486.00
0000014124	07/25/17	KONICA MINOLTA BUSINESS SOLUTIONS USA	MAINT AGR, EQUIP	BUSINESS SERVICES DEPART	69,173.24
0000014128	07/25/17	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	GEAR UP	50,000.00
0000014131	07/25/17	ROBERTSON, CANDACE	INDEPENDENT CONTRACTOR	TTIP SOUTH	82,000.00
0000014132	07/25/17	MIRNA CASTANEDA-TINNEY	INDEPENDENT CONTRACTOR	TTIP SOUTH	80,812.50
0000014139	07/26/17	TRACE3 LLC	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	953,106.79
0000014150	07/26/17	DUBREUIL, MICHELLE	INDEPENDENT CONTRACTOR	TTIP SOUTH	88,000.00
0000014151	07/26/17	CHATWOOD, ANDREA	INDEPENDENT CONTRACTOR	TTIP SOUTH	88,000.00
0000014166	07/27/17	APPLE COMPUTER INC	EQUIP TECH INSTR 5K OR MORE	MEDIA STUDIES DEPARTMENT	142,943.13

**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:

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Date

PALOMAR:

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

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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.

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

1 of 3



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.

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

2 of 3

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 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.
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- 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
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- 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.
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- 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.

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### **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.

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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.

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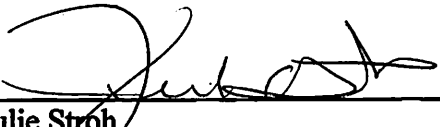
### **17. SEVERABILITY**

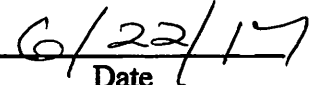
17.1. This Agreement shall be considered severable, such that, if any provision or part of this Agreement is ever held invalid under any law or ruling, that provision or part of this Agreement shall be unenforceable, and all other provisions or parts shall remain in full force and effect.

### **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 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:

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Date

PALOMAR:

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

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Date



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

NOW THEREFORE, PALOMAR and SCHOOL DISTRICT agree as follows:

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.

(a) Information Board Meeting Date: 6/22/2017

(b) Public Comment Board Meeting Date: 7/27/2017

(a) Information Board Meeting Date: \_\_\_\_\_

(b) Public Comment Board Meeting Date: \_\_\_\_\_

- 13 | Page

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: Vista Unified      High School: Vista High School,  
Rancho Buena Vista High School

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
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Minimum Days	VUSD: December 18-20
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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 <sup>th</sup> Edition)	\$31.50	None	Approximate cost of books \$1,102.50
Math 50	Introductory Algebra (8 <sup>th</sup> Edition)	\$179.90	None	Approximate cost of books \$6,296.50
Math 60	Intermediate Algebra: Functions and Authentic Applications 4 <sup>th</sup> Edition	\$29.99	None	Approximate cost of books \$1,049.65
Counseling 110	Peak Performance: success in College and Beyond 9 <sup>th</sup> 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.

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

1 of 3

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.

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

2 of 3

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.

**PALOMAR COLLEGE**  
**Facilities Department**

**Palomar South Education Center**

**SUBJECT:**      **RECOMMENDATION: ACTION-AWARD CONTRACTS TO PALM ENGINEERING CONSTRUCTION COMPANY, INC. FOR RE-BID #CM-15-16-01-SEC-DD-A: LANDSCAPE FINISH GRADING, STABILIZED DECOMPOSED GRANITE, PAVING, SYNTHETIC GRASS SURFACING, IRRIGATION SYSTEM, HYDROSEEDING, TREES, PLANTS AND GROUND COVERS, TREE RELOCATE; ASSIGN AWARDED CONTRACT TO SWINERTON BUILDERS TO ADMINISTER PURSUANT TO THE CM-AT-RISK AGREEMENT**

DSA Application Number:                      04-113069  
 DSA File No:                                      37-C1

**OVERVIEW:**

The Governing Board authorized the District, at their June 13, 2017 Board meeting, to reject all bids received on the South Education Center Project, Bid #CM-15-16-01-SEC DD: Landscape & Irrigation and authorized the District to rebid bid package at a later date. The District revised the scope of works and issued the revised bid package and went out to bid for Landscape & Irrigation trade.

**DISCUSSION:**

The bid for Landscape & Irrigation closed on August 1, 2017. The following bid proposals were received from the qualified trade contractors:

CONTRACTOR	BID AMOUNT
Palm Engineering Construction Company, Inc.	\$1,100,000.00
Earth Forms, Inc.	\$1,275,615.00
Brightview	\$1,189,115.00
Western Rim Constructors, Inc.	\$1,441,010.00

All bids received were reviewed and evaluated by the District and Swinerton Builders. It is the District's recommendation to award the structured Landscape & Irrigation bid package DD-A to Palm Engineering Construction Company, Inc., as being the lowest, responsible bidder.

Under the CM@Risk delivery method, contracts are awarded by the District's Governing Board and assigned to the construction manager to administer through the completion of the contract.

**RECOMMENDATION:**

It is recommended that the Governing Board hereby award a contract to Palm Engineering Construction Company, Inc. for the base bid price of \$1,100,000 plus Owner Allowances totaling \$170,000 for a total of 1,270,000 and legally assign the awarded contract to Swinerton Builders to administer through the completion of the project.

## **PALOMAR COMMUNITY COLLEGE DISTRICT**

**TOPIC:** CEQA NOTICE OF EXEMPTION PURSUANT TO 14 CAL.CODE REGS. SECTIONS 15303

### **OVERVIEW**

The Board will consider adopting a Notice of Exemption pursuant to the California Code of Regulations, Title 14, Sections 15303 for construction of three new storage buildings to provide storage of materials, along with associated site work improvements, such as underground utilities and a fire lane on its campus ("Project") in the City of San Marcos, California (the "Campus"). The approval of the construction generally is considered a "project" under the California Environmental Quality Act ("CEQA"), and thus, requires CEQA review. However, pursuant to the California Code of Regulations, Title 14, Sections 15303, the Project is exempt from CEQA, and the District may prepare and file a Notice of Exemption under CEQA Guidelines Section 15303.

### **DISCUSSION**

1. CEQA requires a lead agency to consider the potential environmental effects of any project. Because the construction of three storage buildings and associated improvements is a "project" under CEQA, the District must consider and analyze what level of CEQA review is appropriate in this case.
2. After reviewing the applicable law, the Project consists of the construction of accessory (appurtenant) structures in an existing developed area. There would be no impacts on scenic highways, hazardous waste sites, or historical resources, or significant cumulative impacts. There are no unusual circumstances that would result in the proposed project having a potentially significant impact on the environment. As a result, the exemption of CEQA Guidelines Section 15303 applies and the Project is exempt from CEQA.
3. In light of this analysis, the District is entitled to file the Notice of Exemption, attached to Resolution No. 17-21531 as Attachment A along with the report supporting the Categorical Exemption attached to Resolution No. 17-21531 as Attachment B, with the Office of Planning and Research and the County Clerk of the County of San Diego pursuant to CEQA Guidelines Section 15062. The Notice of Exemption identifies the project and its location, and includes a finding that the Project is exempt from CEQA, as well as a brief discussion of why that finding is appropriate in these circumstances.

### **RECOMMENDATION**

Approve Resolution No.17-21531 adopting a Notice of Exemption, direct staff to file the Notice of Exemption along with the report supporting the Categorical Exemption with the Office of Planning and Research and the County Clerk of the County of San Diego pursuant to CEQA Guidelines Section 15062.

**PALOMAR COMMUNITY COLLEGE DISTRICT**

**RESOLUTION NO. 17-21531**

**RESOLUTION ADOPTING NOTICE OF EXEMPTION PURSUANT TO  
CEQA GUIDELINES SECTIONS 15303 FOR BUILDING T STORAGE  
PROJECT IN THE DISTRICT'S CAMPUS IN THE CITY OF SAN MARCOS,  
CALIFORNIA**

**WHEREAS**, the Governing Board (the "Board") of the Palomar Community College District (the "District") will today consider the approval of construction of three new storage buildings to provide storage of materials, along with associated site work improvements, including underground utilities and a fire lane ("the Project") on its campus in the City of San Marcos, California (the "Campus"), immediately north of existing Building T; and

**WHEREAS**, the Project includes two buildings of 2,280 square feet each and the third will be 3,060 square feet, for a total of 7,620 square feet; and

**WHEREAS**, the California Environmental Quality Act ("CEQA") requires a lead agency to consider the potential environmental effects of any project. Because the construction of the storage buildings is a "project" under CEQA, the District must consider what level of CEQA review is appropriate in this case; and

**WHEREAS**, the Board has analyzed the proposed construction of the storage buildings pursuant to CEQA, and determined that the activity in question is exempt from CEQA under 14 Cal. Code Regs. Section 15303; and

**WHEREAS**, the Project is exempt from CEQA review because the Project consists of less than four commercial buildings and does not exceed 10,000 square feet in floor area in urbanized area. There would be no impacts on scenic highways, hazardous waste sites, or historical resources, or significant cumulative impacts. There are no unusual circumstances that would result in the proposed project having a potentially significant impact on the environment.

**NOW, THEREFORE**, the Governing Board of the Palomar Community College District hereby finds, determines, and orders as follows:

**Section 1.** The foregoing recitals are hereby adopted as true and correct.

**Section 2.** The Board has reviewed and analyzed applicable law and determined that the construction of three new storage buildings and the associated site improvements in the Campus is exempt from CEQA pursuant to 14 Cal. Code Regs. Section 15303.

**Section 3.** The Project consists of the construction of accessory (appurtenant) structures in an existing developed area. There would be no impacts on scenic highways, hazardous waste sites, or historical resources, or

significant cumulative impacts. There are no unusual circumstances that would result in the proposed project having a potentially significant impact on the environment. As a result, the exemption of CEQA Guidelines Section 15303 applies and the Project is exempt from CEQA.

**Section 4.** In light of the foregoing, the Board adopts the Notice of Exemption, attached hereto as Attachment A and finds that the Project is exempt from CEQA review.

**Section 5.** The Board directs staff to file the Notice of Exemption along with the report supporting the Categorical Exemption (Attachment B), with the Office of Planning and Research and the County Clerk of the County of San Diego pursuant to CEQA Guidelines Section 15062.

The foregoing Resolution was adopted by the Governing Board of Palomar Community College District at a meeting of the Board on \_\_\_\_\_, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Ms. Nancy Ann Hensch  
President of the Board  
Palomar Community College District  
Governing Board

Attest:

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Dr. John J. Halcón, Secretary of the Board  
Palomar Community College District  
Governing Board

*The following attached exhibits are also available for review in the President's Office, Room LL-204, or at [www.palomar.edu/gb](http://www.palomar.edu/gb): ATTACHMENT A – Notice of Exemption; and ATTACHMENT B – Building T Storage Buildings Project, Report Supporting Categorical Exemption.*

# **ATTACHMENT A**

### Notice of Exemption

To: Office of Planning and Research  
P.O. Box 3044, Room 212  
Sacramento, CA 95812-3044

From (Public Agency): Palomar Community College  
District  
1140 West Mission Road  
San Marcos, CA 92609-1487



County Clerk  
County of San Diego

#### Project Title

Building T Storage Buildings Project

#### Project Location – Specific

Palomar Community College San Marcos Campus, 1140 West Mission Road, San Marcos

#### Project Location – City

San Marcos

#### Project Location – County

County of San Diego

#### Description of Nature, Purpose, and Beneficiaries of Project

Palomar Community College District proposes the construction of three new storage buildings to provide storage of materials. Two buildings would be 2,280 square feet each and the third would be 3,060 square feet, for a total of 7,620 square feet. The project also would include associated site work improvements, such as underground utilities and a fire lane.

#### Name of Public Agency Approving Project

Palomar Community College District

#### Name of Person or Agency Carrying Out Project

Palomar Community College District

#### Exempt Status: (Check One)

- ☐ Ministerial (Sec. 21080[b][1]; 15268)
- ☐ Declared Emergency (Sec. 21080[b][3]; 15269[a])
- ☐ Emergency Project (Sec. 21080[b][4]; 15269[b][c])
- ☒ Categorical Exemption. State type and section number: Class 3, New Construction or Conversion of Small Structures (15303)
- ☐ Statutory Exemptions. State code number: \_\_\_\_\_

#### Reasons why project is exempt:

The project consists of the construction of accessory (appurtenant) structures in an existing developed area. There would be no impacts on scenic highways, hazardous waste sites, or historical resources, or significant cumulative impacts. There are no unusual circumstances that would result in the proposed project having a potentially significant impact on the environment.

Lead Agency Contact Person

Dennis Astl

Area Code

760

Telephone

744-1150

Extension

2772

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_



# **ATTACHMENT B**

# **Building T Storage Buildings Project**

## **Categorical Exemption**

### **Project Description**

Palomar Community College District (PCCD) proposes the construction of three new storage buildings to provide storage of materials, with associated site work improvements, such as underground utilities and a fire lane.

The proposed buildings would be located on the PCCD San Marcos Campus, at 1140 West Mission Road (Figure 1). Specifically, they would be located along the northernmost boundary of the campus, immediately north of existing Building T (Figure 2). The site is paved and currently occupied by open timber-frame structures and metal storage containers. North of the structures, a manufactured slope separates the campus from higher elevation single-family residences to the north.

The existing timber-frame structures and metal storage containers on site would be relocated to another portion of the campus. Two of the proposed buildings would be 2,280 square feet each and the third would be 3,060 square feet, for a total of 7,620 square feet (Figure 3). The buildings would have non-reflective metal siding. Areas disturbed for proposed utility improvements would be restored with asphalt and concrete. The buildings would be used to store materials such as wood, wastewater technical materials, welding materials and equipment, and automotive and diesel technology parts for technical instruction. No hazardous materials would be stored. The buildings would be used by existing staff and students, and would not bring additional people to the campus.

No work would extend beyond the current limits of site development. Standard best management practices (BMPs) would be implemented during construction activities for erosion control and water quality protection. In accordance with PCCD standard practices, noise control blankets would be installed at the northern boundary of the site during construction activities.

### **Categorical Exemption**

Section 21084 of the Public Resources Code requires the State California Environmental Quality Act (CEQA) Guidelines to include a list of classes of projects which have been determined not to have a significant effect on the environment and which shall, therefore, be exempt from the provisions of CEQA. As identified in the State CEQA Guidelines Sections 15301 through 15333, there are 33 classes of exemptions. The proposed project, as described above, meets the requirements of a Class 3 exemption:

#### **15303. New Construction or Conversion of Small Structures**

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The

numbers of structures described in this section are the maximum allowable on any legal parcel.

Examples provided in the text of the exemption include, but are not limited to, up to four commercial buildings not exceeding 10,000 square feet in floor area in urbanized areas on sites zoned for such use, if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive; water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction; and accessory (appurtenant) structures including garages.

The proposed project is categorically exempt from CEQA, as it meets the requirements of a Class 3 exemption under Section 15303. It consists of the construction of three appurtenant structures totaling 7,620 square feet, with associated underground utilities and fire lane. Proposed uses would not involve the use of hazardous substances. The site is on an existing college campus in an urbanized area where all necessary public services and facilities are readily available, and that is not environmentally sensitive. Below is a brief summary of each topic required for analysis by CEQA to document that there are no unusual circumstances that would cause the proposed project to result in a significant effect on the environment, pursuant to State CEQA Guidelines Section 15300.2(c).

### **Aesthetics**

The proposed project would occur in a developed area of the existing PCCD San Marcos Campus. The site does not contain a scenic vista and has little to no visibility from public viewpoints. It also does not support scenic resources, as it is paved and currently occupied by open timber-frame structures and metal storage containers. The proposed project would remove these existing facilities and replace them with three storage buildings. The proposed structures would be consistent with uses already occurring at the site and would not degrade the existing visual character or quality of the site or its surroundings. Minimal lighting would be provided for security purposes, consistent with other portions of the campus. The structures would be painted such that they would not create a new source of substantial glare. There are no unusual circumstances that would result in a significant aesthetic effect on the environment.

### **Agriculture and Forestry Resources**

The project site is entirely developed and is not designated or used for agricultural or forestry purposes. No impact to such uses would occur. The project does not include unusual circumstances that would result in a significant effect on the environment related to agricultural or forestry resources.

### **Air Quality**

The proposed project would result in the generation of emissions during construction and operation of the facility. These emissions would be limited and would be well below significance thresholds. There are no components of the project that would result in unusual circumstances and cause a significant effect on the environment associated with air quality.

## **Biological Resources**

The project site is entirely developed and surrounded by developed uses. The project would not result in impacts to vegetation or sensitive species or habitat, nor would it interfere with wildlife movement or the use of wildlife nursery sites. Similarly, as there are no biological resources present, it would not conflict with the provisions of local policies or ordinances or other approved local, regional, or state plans intended to protect biological resources. Thus, the project does not include unusual circumstances that would result in a significant biological effect on the environment.

## **Cultural Resources**

The proposed project would be constructed entirely within developed areas that were previously disturbed in association with construction of Building T. Given the level of previous disturbance, no impacts to archaeological or paleontological resources or human remains are expected. There are no historic structures on site, with Building T originally constructed in 1979 and subject to modifications subsequent to that time. The project does not include unusual circumstances that would result in a significant effect to cultural resources. However, in the unlikely event that there is an inadvertent discovery of an unknown cultural resource during ground disturbance, all work would be halted in the vicinity until a qualified archaeologist can visit the site and assess the significance of the resource, in accordance with the requirements of CEQA Guidelines Section 15064.5(f).

## **Geology and Soils**

The proposed project would be located within an existing developed area, on a pad engineered to address geotechnical conditions in the area and support existing Building T. Additionally, the project would be designed to appropriate engineering standards. There would be minimal potential for short-term erosion during project construction, which would be eliminated upon completion of the project with structures and pavement. The project does not include septic tanks or alternative waste water disposal systems. The project does not include unusual circumstances that would result in a significant impact related to geology and soils.

## **Greenhouse Gas Emissions**

The construction and operation of the proposed project would result in the generation of greenhouse gases; however, these emissions would be minimal and well below threshold levels. Thus, the project does not include unusual circumstances that would result in a significant effect on the environment associated with greenhouse gas emissions.

## **Hazards and Hazardous Materials**

The proposed project would not result in additional transport, use, or disposal of hazardous materials. Oil would be drained before moving automotive or diesel engines to the storage buildings, in accordance with current practices. Pursuant to the California Hazardous Materials Release Response Plan and Inventory Law, PCCD has prepared a Hazardous Materials Business Plan containing information about the location of, and emergency procedures for, campus buildings in which hazardous materials are handled, as well as employee training. The County of

San Diego administers the Response Plan and Inventory Law requirements for PCCD and other private and public entities subject to the law. PCCD's Hazardous Materials Business Plan requires that all personnel working with hazardous materials receive annual training in safe handling of hazardous materials, hazardous waste, and basic emergency spill response (PCCD 2009).

Government Code Section 65960.5 requires that the Department of Toxic Substances Control (DTSC) compile a list of facilities/properties that contain hazardous waste or have hazardous waste disposed on them. The project site is not located on or adjacent to sites listed in the DTSC Envirostor database (DTSC 2017). Two cases reportedly involving releases of gasoline that affected the subsurface soil only, as identified on the SWRCB *Leaking Underground Storage Tank (LUST) Database*, were issued a closed status on April 2, 1991 and March 22, 1996, respectively (SWRCB 2017). Under the oversight of a County Department of Environmental Health inspector, a 3,000-gallon waste oil UST was removed from the north side of Building “T” on July 6, 1988. The tank reportedly appeared to be in good condition, and evidence of a release was not noted. Groundwater was not encountered during the tank removal activities. The inspector indicated that “no indication of soil or groundwater contamination” was apparent, and further assessment activities were not requested (PCCD 2009). Based on the existing conditions and proposed uses, the proposed project would not create a significant hazard to the public or the environment associated with hazardous materials.

The project site is not located within two miles of an airport or private airstrip and the proposed project would not result in airport safety hazards impacts. The project would not result in changes to area roadways and would not impair implementation of an emergency response plan or emergency evacuation plan. The project would occur within the existing developed campus, surrounded by other existing development, and would not result in a significant risk of loss related to wildland fires. The project does not include unusual circumstances that would result in a significant hazards impact.

### **Hydrology and Water Quality**

The proposed project would not significantly alter the existing drainage or groundwater recharge capabilities of the site. The site is currently entirely composed of impervious surfaces (buildings, asphalt, etc.) and would be returned to similar conditions following the completion of project construction activities. Project operations would consist of materials storage, which would not be expected to adversely affect water quality. During construction, the project would include removing existing hardscape and trenching, which would result in a potential for a temporary increase in erosion from the site. As discussed above, BMPs would be implemented for erosion control and water quality protection and no significant erosion impacts would occur.

The proposed project does not include the construction of housing and would not introduce such uses into, or otherwise alter, a 100-year flood area. The site is not located in an area that would be subject to potential inundation by seiche, tsunami, or mudflow. Therefore, the project does not include unusual circumstances that would result in a significant hydrology and/or water quality impact.

## **Land Use and Planning**

No changes to the land use of the site would occur. The proposed storage would not physically divide an established community, nor would it conflict with applicable land use plans or habitat conservation plans. The project does not include unusual circumstances related to land use that would result in a significant effect on the environment.

## **Mineral Resources**

The project site is not currently utilized for mineral extraction activities. The proposed project would not result in the loss of availability of mineral resources within the existing developed campus. The project does not include unusual circumstances associated with mineral resources that would result in a significant effect on the environment.

## **Noise**

The proposed project would result in temporary increases in noise associated with construction activities. Construction activities would be short-term and would occur between the hours of 7:00 a.m. and 7:00 p.m. In accordance with the District's standard practices, noise control blankets would be installed at the northern boundary of the site during construction activities. Increases in operational noise at the proposed storage buildings are expected to be negligible, given the storage uses currently occurring at the site. As noted above, the proposed project is not located in the vicinity of an existing airport or airstrip. The project does not include unusual circumstances associated with noise that would result in a significant effect on the environment.

## **Population and Housing**

The proposed project would not result in changes to local population, nor would it induce growth. No people or housing are located on the site; therefore, relocation would not be required for the project. No population and housing impacts would occur and the project does not include unusual circumstances associated with population and housing that would result in a significant effect on the environment.

## **Public Services**

The proposed project would not result in increased need for fire protection, police services, schools, parks, or other public facilities. No impact would occur and the project does not include unusual circumstances associated with public facilities that would result in a significant effect on the environment.

## **Recreation**

The proposed project does not include recreational components and would not increase the use of existing neighborhood or regional parks. No recreational impacts would occur and the project does not include unusual circumstances associated with recreation that would result in a significant effect on the environment.

## **Transportation and Traffic**

The proposed project would not result in permanent increases in traffic, as the proposed storage buildings would be used by existing staff and students. Temporary traffic trips would be generated as a result of construction activities and would include vehicles for personnel and trucks carrying equipment. The amount of traffic generated by construction activities would be minimal relative to the capacity of area roadways, and it would be generated over a relatively short period of time. As such, the project would not result in a significant effect on traffic along area roadways. The project is not located in the vicinity of an airport or airstrip, and therefore would not affect air traffic patterns. It also would not affect existing public roadways or alternative transportation facilities. The project does not include unusual circumstances which would result in a significant effect on the environment associated with transportation and traffic.

## **Tribal Cultural Resources**

Given the level of previous disturbance at the site, no impacts to tribal cultural resources are expected. The project does not include unusual circumstances that would result in a significant effect to tribal cultural resources. However, in the unlikely event that there is an inadvertent discovery of an unknown cultural resource during ground disturbance, all work would be halted in the vicinity until a qualified archaeologist can visit the site and assess the significance of the resource, in accordance with the requirements of CEQA Guidelines Section 15064.5(f).

## **Utilities and Service Systems**

The proposed project includes minor utility improvements within the site. These improvements would not place a greater demand on or otherwise affect off-site utilities. As the existing storage facilities on the site would be relocated to another portion of the campus, solid waste generated by construction of the proposed project would be minimal. The project does not include unusual circumstances associated with utilities which would result in a significant effect on the environment.

## **Summary**

The proposed project meets the requirements of Class 3 exemption under State CEQA Guidelines Sections 15303. There would be no impacts on scenic highways, hazardous waste sites, or historical resources, or significant cumulative impacts. As described above, it does not include unusual circumstances that would cause the proposed project to result in a significant effect on the environment.

## Sources

Department of Toxic Substances Control (DTSC)

2017 Envirostor database. Available online at:  
<http://www.envirostor.dtsc.ca.gov/public/>. Accessed July 3.

Palomar Community College District (PCCD)

2009 San Marcos Campus Facilities Master Plan Final Program Environmental Impact Report. November.

State Water Resources Control Board (SWRCB)

2017 Geotracker database. Available online at: <http://geotracker.waterboards.ca.gov/>. Accessed July 3.





## Regional Location

BUILDING T STORAGE BUILDINGS PROJECT

Figure 1





## Project Vicinity

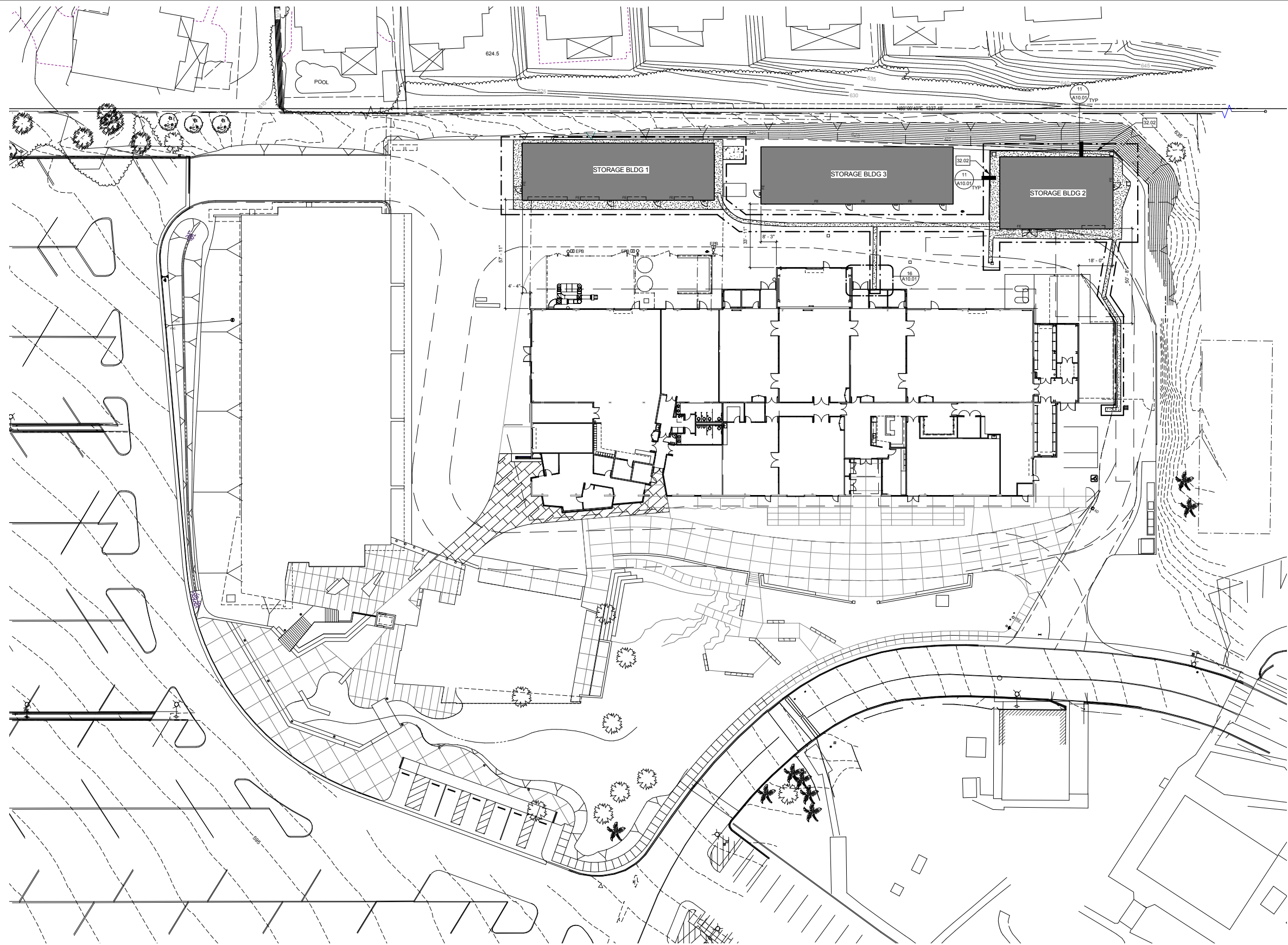
BUILDING T STORAGE BUILDINGS PROJECT

Figure 2



I:\PROJECTS\PAL\PAL\_05\Map\NOE\Fig\_3\_ProposedProject.indd PAL\_05.10 07/07/17 -CL

Source: HMC Architects, 2016



## Proposed Project

BUILDING T STORAGE BUILDINGS PROJECT

**Escondido Health Center & Behavioral Health NB-2**  
**Tenant Improvements – Remodel Project**

**SUBJECT:**           Governing Board Approval:           August Change Order  
                  DSA Application Number:           Not Applicable  
                  Change Order No.:                01

**PROJECT DESCRIPTION:**

This project is a renovation of a portion of the existing NB Building to create a Behavioral Health Center and a portion of the Escondido Center into a new Student Health Center. These projects are being funded through Student Health Fees. The project consists of the interior renovation of 1,000 square feet of existing relocatable building and approximately 615SF of vacant space at the Escondido Center. Work includes demolition, interior framing, drywall & finishes as well as new FF&E. Project also includes all new MEP (Mechanical, Electrical and Plumbing) systems. The project was awarded by the Governing Board on December 13, 2016.

The project is currently approximately 100% complete.

**DESCRIPTION OF CHANGE:**

**EvergreenCali:**

The project required additional work including added structural framing and bracing at walls and ceilings and other minor structural corrections.

Additional Work	\$ 29,536.43
Credit for Unused Allowances	(\$1,479.19)
Total Change Order #01	\$ 28,057.24

**Time Impact: 0 days working days**

**Cost impact: \$28,057.24**

<b><u>EvergreenCali</u></b>	
Original Contract Value:	\$ 349,198.00
Change Orders to Date:	\$0.00
Proposed Change Orders:	\$ 28,057.24
<b>Revised Contract Amount:</b>	<b>\$ 377,255.24</b>

**FINANCIAL IMPLICATIONS:**

The NB Remodel and Escondido Health Center is being funded through Student Health Fees.

The above changes are included in Project Change order #01 and represent a total increase to the overall project in the amount of **\$28,057.24**.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the NB Remodel and Escondido Health Center Change Order No. 01 for \$28,057.24 and 0 calendar days.



**PALOMAR COLLEGE**  
**Facilities Department**

**SAN MARCOS CAMPUS – PAINTING PROJECT**

**SUBJECT:**           Governing Board Approval:           August Change Order  
                  Bid Number:                            BID #102-17  
                  Change Order No.:                   01

**PROJECT DESCRIPTION:**

This project is a San Marcos Campus Painting Project and is being funded through State Scheduled Maintenance. The project consists of preparing and repairing existing surfaces for painting. This work may include chemical de-glossing of lead-based paint and removal of mold or mildew infested materials.

The project is currently approximately 80% complete.

**DESCRIPTION OF CHANGE:**

**COOK COATINGS, INC:**

A summary break down of changes to be funded via Owner Change Order is noted in the table below.

Additional Areas to be Painted	\$ 10,500.00
<b>Total Change Order #01</b>	<b>\$ 10,500.00</b>

**Time Impact: 0 days working days**

**Cost impact: \$10,500.00**

<b>TL VETERANS CONSTRUCTION, INC.</b>	
Original Contract Value:	\$162,800.00
Change Orders to Date:	\$0.00
Proposed Change Orders:	\$10,500.00
<b>Revised Contract Amount:</b>	<b>\$173,300.00</b>

**FINANCIAL IMPLICATIONS:**

The San Marcos Campus Painting Project is being funded through State Scheduled Maintenance.

The above changes are included in Project Change order #01 and represent a total increase to the overall project in the amount of **\$10,500.00**.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the San Marcos Campus Painting Project Change Order No. 01 for \$10,500.00 and 0 calendar days.

**PALOMAR COLLEGE**  
**Facilities Department**

**Palomar South Education Center**

**SUBJECT:**           Governing Board Approval:           August Change Order  
                  DSA Application Number:           04-113069  
                  DSA File No:                       37-C1

**PROJECT DESCRIPTION:**

This project is the new South Education Center site. The project includes the renovation of the existing 4 story Office Building into a new education center site complete with structural upgrades, all new interiors and mechanical, Electrical and Plumbing systems and equipment. The project also includes structural upgrades to the existing 3 story parking structure as well as landscape and site improvements. The project was awarded by the Governing Board on September 13, 2016.

**DESCRIPTION OF CHANGE:**

**Swinerton Builders:**

This Change Order accounts for the repair of water damage caused by the heavy rains to the parking garage elevators, the relocation of existing rooftop disconnects to meet requirements for new equipment and District added items such as the movable partition in the Community room, additional water isolation valves, improvements to the lab DI water system and changes to the fume hoods.

Repair Water Damage	\$ 24,843.00
Relocate Electric Disconnects	\$20,142.00
Owner Added Scope	\$152,630.00
Total Change Order #02	\$ 197,615.00

<b><u>Swinerton Builders</u></b>	
Original Contract Value:	\$43,487,149.00
Change Orders to Date:	\$102,248.00
Proposed Change Orders:	\$197,615.00
<b>Revised Contract Amount:</b>	<b>\$43,787,012.00</b>

**FINANCIAL IMPLICATIONS:**

The South Education Center project is being funded through Proposition M.

The above changes are included in Project Change order #02 and represent a total increase to the overall project in the amount of **\$197,615**.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the SEC Owner Change Order #02 for \$197,615 and 0 calendar days.

**PALOMAR COLLEGE**  
**Facilities Department**

**Parking Structure and College Police Substation**

**SUBJECT:**           Governing Board Approval:           August Change Order  
                  DSA Application Number:         04-114713 & 04-114714  
                  DSA File No:                    37-C1

**PROJECT DESCRIPTION:**

This project is the Parking Structure and College Police Building. The project includes the construction of a 5 level, 1600 space parking structure and a 7,600 SF new single story College Police building. The project also includes renovating the balance of parking lot #12 to improve traffic flow and add landscaping. The project was awarded by the Governing Board on March 10, 2015.

**DESCRIPTION OF CHANGE:**

**McCarthy Building Companies, Inc.:**

This Change Order accounts for Overtime after rescheduling a blast to a Saturday to avoid disruption to the campus, additional depth and construction of a sound wall to minimize impacts to the campus during the well drilling operation, and added power for radio charging and a secondary or backup IS pathway to provide redundancy for the College Police building.

Sound Mitigation & Additional Well Depth	\$ 29,048.00
Reschedule Blast	\$9,304.00
Owner Added Scope	\$82,985.00
Total Change Order #02	\$ 121,337.00

<b>McCarthy Building Companies, Inc.</b>	
Original Contract Value:	\$28,318,352.00
Change Orders to Date:	\$150,000.00
Proposed Change Orders:	\$121,337.00
<b>Revised Contract Amount:</b>	<b>\$28,589,689.00</b>

**FINANCIAL IMPLICATIONS:**

The Parking Structure and College Police project is being funded through Proposition M.

The above changes are included in Project Change Order #02 and represent a total increase to the overall project in the amount of **\$121,337**.

**RECOMMENDATION:**

It is recommended that the Governing Board approve the Parking Structure and College Police project Owner Change Order #02 for \$121,337 and 0 calendar days.



**THIS FORM MAY NOT BE REPLICATED  
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

Board of Governor's, California Community  
Colleges Chancellor's Office - 6870

**DISTRICT USE ONLY**

District (Grantee): Palomar CCD

College: Palomar College

**Grant Agreement**

**BOG-CCCCO USE ONLY**

Workforce and Economic Development Division

California Apprenticeship Initiative (CAI) Pre  
Apprenticeship Grant Program

Grant Agreement No.: **16 - 192 - 005**

Funding Fiscal Year

2016-17

Total Amount Encumbered : \$ **394,170**

RFA # **16 - 192**

This grant is made and entered into, by and between, the Board of Governor's, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (Articles I, Eff. 01/17 and II, Eff. 5/14), as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from May 16, 2017 to January 31, 2019. The Final Report must be submitted within (60) days of the grant end date.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

**GRANTEE**

Project Director: Dr. Barbara Blanchard

Total Grant Funds Requested: \$ 394,170

Signature, Chief Executive Officer (or authorized Designee)

Date: 5/18/17

Print Name/Title of Person Signing:

Joi Lin Blake, Ed.D.

District Address: 1150 West Mission Road

San Marcos, CA 92069

**STATE OF CALIFORNIA**

Project Monitor:

Nick Esquivel

Agency Address: 1102 Q Street, Suite 4400

Sacramento, CA 95811-6539

Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 101 - 0001	3233 - 751 - 11020	23	2016	2016-17	\$ 394,170
-	-	-	-	-	-

Total Amount Encumbered : \$ **394,170**

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Date:

Signature, Deputy Chancellor (or authorized Designee)

Date:

Print Name/Title of Person Signing:

Erik Skinner, Interim Chancellor

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: California Apprenticeship Initiative-  
Pre-Apprenticeship Grant Program

DISTRICT: Palomar CCD

COLLEGE: Palomar College

RFA NUMBER: 16-192

**APPLICATION BUDGET SUMMARY**

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROJECT FUNDS REQUESTED	
			\$	
				400,000
1000	INSTRUCTIONAL SALARIES	1	\$	121,050
2000	NONINSTRUCTIONAL SALARIES	2	\$	3,000
3000	EMPLOYEE BENEFITS	3	\$	19,960
4000	SUPPLIES AND MATERIALS	4	\$	45,000
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$	175,000
6000	CAPITAL OUTLAY	6	\$	15,000
7000	OTHER OUTGO	7	\$	0
TOTAL DIRECT COSTS:		8	\$	379,010
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$	15,160
TOTAL COSTS:		10	\$	394,170

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations.

**Project Director:**

Name: Dr. Barbara Blanchard

Title: Director Occupational and Noncredit Programs

Authorized Signature:



Date:

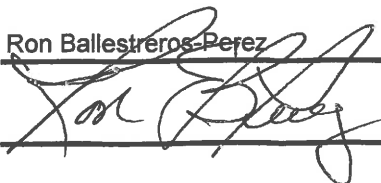
5/23/17

**District Chief Business Officer (or authorized designee):**

Name: Ron Ballestreros-Perez

Title: Vice President, Finance and Administrative Services

Authorized Signature:



Date:

5/23/17

**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** California Apprenticeship Initiative-  
Pre-Apprenticeship Grant Program

**DISTRICT:** Palomar CCD

**COLLEGE:** Palomar College

**RFA NUMBER:** 16-192

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	
			400,000
1000	1100 instructional salaries 25% salary of Director Occupational and Noncredit Programs (2 years)	\$	60,000
	1300 Instrucional salaries other, adjunct or part-time adjunct faculty for 1 Multicraft program, 1 BOOTS program, 500 hours x \$75/hour	\$	37,500
	1400 Noninstructional salaries curriculum development BOOTS 75hr, MC 150 hr, Math 39 hr, VESL 50 =314 hrs x \$75/hr	\$	23,550
		\$	-
		\$	-
2000	2400 instructional Aide/Tutors/support staff salaries 200 hours x \$15/hr	\$	3,000
		\$	-
		\$	-
		\$	-
3000	<b>Employee Benefits</b>		
	25% Director Occupational and NonCredit Programs (2 years) @ 30.093%	\$	18,056
	Adjunct faculty 500 hours @ 5.959%	\$	322
	noninstrucional salaries for curriculum development, meetings, trainins 314hrs @ 5.959\$%	\$	1,403
	instrucional aides/tutors/support staff 200 hours @ 5.959%	\$	179
		\$	-
		\$	-
		\$	-
4000	<b>Supplies and Materials</b>		
	software - job search and soft skills	\$	10,000
	supplies, materials, tools, books,subscitions, technology, small equipment etc	\$	20,000
	marketing borchures, promtional materials	\$	15,000
		\$	-
		\$	-
		\$	-
		\$	-

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: California Apprenticeship Initiative-  
Pre-Apprenticeship Grant Program

DISTRICT: Palomar CCD

COLLEGE: Palomar College

RFA NUMBER: 16-192

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	400,000
5000	Other Operating Expenses and Services		
	Project Coordinator - James Hayes, 2 years @ 50,000	\$	100,000
	contracted services, marketing, etc.	\$	25,000
	conference, travel and professional Development 2 years	\$	20,000
	facility usage at 3 training centers @ 10,000 each	\$	30,000
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
6000	Capital Outlay		
	purchase of tools, supplies and materials that exceeds the supplies limitation	\$	15,000
		\$	-
7000	Other Outgo		
		\$	-
TOTAL DIRECT COSTS:		\$	379,010
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$	15,160
TOTAL COSTS:		\$	394,170

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: California Apprenticeship Initiative- Pre-Apprenticeship Grant Program

DISTRICT: Palomar CCD

COLLEGE: Palomar College

RFA NUMBER: 16-192

**Statement of Work (Annual Workplan)  
Objectives**

<b>Objective:</b> _____ 1 _____ To expand access to underrepresented populations to apprentice training programs throughout San Diego County				
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Develop recruitment plan focused on women	1. Obtain an MOU from Southwest Carpenters Training Fund for B.O.O.T.S. - Bridging Outstanding Opportunities with Tradeswomen Skills which addresses facilitated entrance, articulation, and facility use at apprenticeship training center. 2. Develop and receive approval from JATC's on plan and materials for recruiting women. 3. Obtain MOU's with regional agencies for recruitment strategies and processes. 4. Begin recruitment with goal to increase female entrants in each program by up to 50% based on enrollment numbers.	September 2017 - January 2019	Barb Blanchard James Hayes Jamie Robison, Coord. Southwest Carpenters
1.2	Develop recruitment plan focused on persons of color	1. Develop and materials and plan for recruitment process for persons of color with partner agencies. 2. Receive approval from JATC's on plan and activities 3. Obtain MOU's from regional agencies on recruitment strategies and processes. 4. Begin recruitment with goal to increase African American entrants in each program by up to 50% based on enrollment numbers.	September 2017 - January 2019	Barb Blanchard James Hayes
1.3	Develop recruitment plan focused on foster youth	1. Develop recruitment plan and materials that focuses on foster youth. 2. Receive approval from JATC's on recruitment process 3. Obtain agreement with Palomar College's Former/Foster Youth Program on recruitment processes. 4. Obtain MOU's from regional foster youth agencies on recruitment practices. 5. Begin recruitment with goal to track foster youth and increase numbers in the programs as appropriate.	September 2017 - January 2019	Barb Blanchard James Hayes Calvin One-deer Galvan DIR. PC Foster Youth Pr

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: California Apprenticeship Initiative- Pre-  
Apprenticeship Grant Program

DISTRICT: Palomar CCD

COLLEGE: Palomar College

RFA NUMBER: 16-192

**Statement of Work (Annual Workplan)  
Objectives**

<b>Objective:</b> <u>1</u>				
To expand access to underrepresented populations to apprentice training programs throughout San Diego County				
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.4	Develop recruitment plan focused on veterans	1. Develop recruitment plan and materials. 2. Get approval from JATC's and Camp Pendleton for recruitment process. 3. Obtain agreement with Camp Pendleton Marine Base's Transition Readiness Program to provide workshops and Apprenticeship information. 4. Obtain MOU's from our regional veterans agencies on recruitment process. 5. Begin recruitment with goal to increase veteran entrants in Carpenters and Sheet Metal program by up to 50% based on enrollment numbers	September 2017 -  January 2019	Barb Blanchard  James Hayes  Ryan Williams Camp Pend. Ed. Center
1.5	Develop recruitment plan focused on low-income and under-employed individuals	1. Develop recruitment plan and materials. 2. Get JATC's approval on recruitment process. 3. Obtain MOU from San Diego Workforce Partnership on recruitment and outreach processes. 4. Obtain MOU's from regional low income/employment support agencies regarding recruitment process. 5. Begin recruitment with goal to track wages and achieve higher level of program completers than the general population.	September 2017 -  January 2019	Barb Blanchard  James Hayes
1.6	Develop a pre-apprenticeship program advisory committee	1. Receive commitment from partners and employers to serve on advisory committee. 2. Hold advisory committee meeting twice a year	January 2018 -  January 2019	Barb Blanchard  James Hayes

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: California Apprenticeship Initiative- Pre-Apprenticeship Grant Program

DISTRICT: Palomar CCD

COLLEGE: Palomar College

RFA NUMBER: 16-192

**Statement of Work (Annual Workplan)  
Objectives**

Objective: <u>2</u>		Develop pre-apprenticeship curriculum that prepares under-represented populations to meet the entry requirements of an apprenticeship program and addresses the skills gap currently seen in apprenticeship programs		
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Create a curriculum work group with each of the three training centers to develop multi-craft curriculum and determine course work in common between trades	Completion of design of pre-apprenticeship programs and curriculum	March 2017 - June 2017	Blanchard/Hayes Chris Caricato - SM Jamie Robinson - Carp Tammy Spinks - Elec
2.2	Expose participants in pre-apprenticeship program to the following registered apprenticeship programs: Acoustical Installer, Carpentry, Drywall/Lather, Electrician-Inside Wireman, Plasterer, Sheet Metal, and Sound Technician.	1. Completion of a module design within Multi-Craft curriculum for each of these construction specialties.	March 2017 - June 2017	Blanchard/Hayes Chris Caricato - SM Jamie Robinson - Carp Tammy Spinks - Elec
2.3	Develop meaningful hands-on training at each of the three apprenticeship training centers: Carpentry, Electrical, and Sheet Metal	1. Approved courses to be held at registered apprenticeship training centers in each of the construction specialties 2. MOU with registered apprenticeship training centers for facility and equipment use by pre-apprenticeship program	July 2017 - December 2017	Blanchard/Hayes Chris Caricato - SM Jamie Robinson - Carp Tammy Spinks - Elec

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: California Apprenticeship Initiative- Pre-  
Apprenticeship Grant Program

DISTRICT: Palomar CCD

COLLEGE: Palomar College

RFA NUMBER: 16-192

**Statement of Work (Annual Workplan)  
Objectives**

<b>Objective:</b> <u>2</u>		Develop pre-apprenticeship curriculum that prepares under-represented populations to meet the entry requirements of an apprenticeship program and addresses the skills gap currently seen in apprenticeship programs		
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.4	Develop pre-apprenticeship curriculum at Palomar College	<ol style="list-style-type: none"> <li>1. Completion of curriculum documentation.</li> <li>2. Local Curriculum Committee approval.</li> <li>3. State Course and Program approval from Chancellor's Office.</li> </ol>	<p>March 2017 -</p> <p>December 2017</p>	Barb Blanchard
2.5	Share curriculum with adult schools, K-12 districts, colleges throughout San Diego County	<ol style="list-style-type: none"> <li>1. Curriculum adopted or articulated with AEBG consortium schools.</li> <li>2. Curriculum articulated with two San Diego region community colleges.</li> <li>3. Creation of articulated programs with K-12 schools in San Diego County.</li> </ol>	<p>January 2018 -</p> <p>January 2019</p>	Barb Blanchard James Hayes
2.6	Schedule classes, assign faculty, assign support staff, market program, etc. for a minimum of one offering of each pre-apprentice program: BOOTS and Multicraft pre-apprenticeship programs.	<ol style="list-style-type: none"> <li>1. first session of BOOTS. pre-apprenticeship held and evaluated.</li> <li>2. first session of Multicraft pre-apprenticeship held and evaluated.</li> <li>3. Evaluations used for program improvement.</li> </ol>	<p>April 2018 -</p> <p>January 2019</p>	Barb Blanchard James Hayes



**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: California Apprenticeship Initiative- Pre-  
Apprenticeship Grant Program

DISTRICT: Palomar CCD

COLLEGE: Palomar College

RFA NUMBER: 16-192

**Statement of Work (Annual Workplan)  
Objectives**

<b>Objective:</b> _____ <u>3</u>				
Provide pre-apprenticeship students with access to support services throughout pre-apprenticeship and apprenticeship program to achieve their educational and career goal.				
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	One-on-one work with Palomar noncredit counselor to help acquaint students with services and educational options.	Minimum of one counseling meeting with each pre-apprenticeship student during the program.	January 2018 - January 2019	Palomar AEBG Noncredit Counselor Blanchard/Hayes
3.2	Palomar's Transitions Coordinator will conduct presentations for students about transitioning to an apprenticeship program, other educational programs, or the workforce.	A presentation will be conducted with every cohort of the pre-apprenticeship program.	January 2018 - January 2019	Valerie Belden - AEBG
3.3	Palomar's Job Developer will assist students needing a sponsor for the apprenticeship program.	1. Job Developer will work with Apprenticeship Center Placement personnel to learn what companies are hiring so she can direct students appropriately. 2. Students will be sent to potential employer/sponsors to get sponsor commitment needed for apprenticeship program. 3. Job Developer will track # of students who need, and # who are placed with sponsors.	January 2018 - January 2019	Dana Stevens - AEBG

**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** California Apprenticeship Initiative- Pre-Apprenticeship Grant Program

**DISTRICT:** Palomar CCD

**COLLEGE:** Palomar College

**RFA NUMBER:** 16-192

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:** 3  
Provide pre-apprenticeship students with access to support services throughout pre-apprenticeship and apprenticeship program to achieve their educational and career goal.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.4	Assistance with construction math skills utilizing math skills study center, self-paced online topics, and tutoring options	<ol style="list-style-type: none"> <li>1. Number of pre-apprenticeship students using math skills study center at Palomar College.</li> <li>2. Number of pre-apprenticeship students using self-paced online topics.</li> <li>3. Number of pre-apprenticeship students using tutoring services both in-person and online.</li> </ol>	<p>April 2018 -</p> <p>January 2019</p>	Palomar Math Faculty and Staff
3.5	Provide pre-apprenticeship study hall in scheduling of pre-apprenticeship program (content-specific instructional aids and/or tutors will be there to assist students in all aspects of class work.)	Number of students attending pre-apprenticeship study hall	<p>April 2018 -</p> <p>January 2019</p>	Pre-apprenticeship Instructor
3.6	Development of vocational ESL course for terminology used in construction fields.	<ol style="list-style-type: none"> <li>1. Identify instructor to work with centers' curriculum workgroups to develop course curriculum.</li> <li>2. Curriculum approved by local curriculum Committee.</li> <li>3. Curriculum approved by state Chancellor's office.</li> <li>4. Curriculum offered to address specific populations as needed.</li> </ol>	<p>March 2017 -</p> <p>January 2019</p>	Palomar ESL Faculty

**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** California Apprenticeship Initiative- Pre-  
Apprenticeship Grant Program

**DISTRICT:** Palomar CCD

**COLLEGE:** Palomar College

**RFA NUMBER:** 16-192

**Statement of Work (Annual Workplan)**  
**Objectives**

<b>Objective:</b> <u>3</u>
Provide pre-apprenticeship students with access to support services throughout pre-apprenticeship and apprenticeship program to achieve their educational and career goal.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.7	Development of soft skills/essential skills modules to assist student in job readiness.	1. Curriculum developed and offered as part of pre-apprenticeship program. 2. Online access to modules through AEBG consortium for students and instructors.	March 2017 - December 2017	Dana Stevens - AEBG Stacey Campo - AEBG

**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: California Apprenticeship Initiative- Pre-  
Apprenticeship Grant Program

DISTRICT: Palomar CCD

COLLEGE: Palomar College

RFA NUMBER: 16-192

**Statement of Work (Annual Workplan)  
Objectives**

**Objective:** 4

Provide pre-apprenticeship students with facilitated entry and/or articulation with state-registered apprenticeship programs

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Review courses in common between pre-apprenticeship programs and apprenticeship programs for articulation (Southwest Carpenters Training Fund, San Diego Electrical Workers, and Sheet Metal Workers)	MOU describing articulation	July 2017 - December 2017	Barb Blanchard James Hayes
4.2	Create agreements for preferential treatment of pre-apprenticeship students into an apprenticeship program (Southwest Carpenters Training Fund, San Diego Electrical Workers, and Sheet Metal Workers)	MOU describing facilitated entry process	July 2017 - December 2017	Barb Blanchard James Hayes

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

PROJECT: California Apprenticeship Initiative- Pre-  
Apprenticeship Grant Program

DISTRICT: Palomar CCD

COLLEGE: Palomar College

RFA NUMBER: 16-192

**Statement of Work (Annual Workplan)**  
**Objectives**

<b>Objective:</b> <u>5</u> Increase the number of under-represented populations into state registered apprenticeship programs				
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	Use San Diego County demographic and employment/wage metrics to determine current number of under-represented populations in San Diego County and annually review these metrics	Palomar College will develop annual report including these metrics ( we will use strong workforce metrics on employment, wage median earnings. Median change in earnings, which will be available 6 mos after first graduating class)	March 2017 - January 2019	Barb Blanchard James Hayes
5.2	Use Palomar pre-apprenticeship demographics and strong workforce metrics to determine current number of under-represented populations within pre-apprenticeship program and annually review these metrics and adjust recruitment strategies appropriately	1. Palomar college will compile pre-apprenticeship student demographic data into the annual report Palomar College. 2. Palomar will send report to state registered apprenticeship training centers and local community agencies including enrollments, completions, wage and job metrics for strong workforce. 3. Palomar College will update recruitment goals for pre-apprenticeship program annually as necessary based on findings in report.	July 2018 - January 2019	Barb Blanchard James Hayes
5.3	Use strong workforce metrics to determine current number of under-represented populations within state registered apprenticeship	1. Palomar College will request information on foster youth and low income applicants be maintained by apprenticeship sites. 2. Palomar College will compile demographic, enrollment, completion, transfer, employment, wage, and median earnings metrics for the annual report. 3. Palomar college will maintain a separate data table for pre-apprenticeship students who have moved into apprenticeship programs to show there employment success and completion	March 2017 - January 2019	Barb Blanchard James Hayes

APPENDIX B  
THIS FORM MAY NOT BE REPLICATED

PROJECT: California Apprenticeship Initiative- Pre-  
Apprenticeship Grant Program

DISTRICT: Palomar CCD

COLLEGE: Palomar College

RFA NUMBER: 16-192

Statement of Work (Annual Workplan)  
Objectives

Objective: 5			
Increase the number of under-represented populations into state registered apprenticeship programs			
#	Activities	Performance Outcomes	Timelines
1	programs and annually review these metrics to adjust pre-apprenticeship program as necessary	4. Palomar College will send the annual report to state registered apprenticeship training centers, local community agencies and partners. 5. Palomar College will make necessary changes to the pre-apprenticeship program/curriculum, and recruitment processes as necessary based on outcomes shown in report.	

**APPENDIX B**  
THIS FORM MAY NOT BE REPLICATED

PROJECT: California Apprenticeship Initiative- Pre-  
Apprenticeship Grant Program

DISTRICT: Palomar CCD

COLLEGE: Palomar College

RFA NUMBER: 16-192

**Statement of Work (Annual Workplan)  
Objectives**

<b>Objective:</b> <u>6</u> Assist pre-apprenticeship students in obtaining a living wage after graduating from the pre-apprenticeship program.				
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.1	Palomar's Job Developer will assist with sponsors and placement into a state registered apprenticeship programs	1. Number of students accepted into state registered apprenticeship programs with sponsors. 2. Strong workforce wage and employment metric numbers.	September 2018 -  January 2019	Dana Stevens - AEBG
6.2	Palomar's Job Developer will assist students with job placement for students who do not choose to enter a state registered apprenticeship programs	1. Post pre-apprenticeship survey on interest in entering apprenticeship program. 2. Number of students served by job developer. 3. Strong workforce wage and employment metric numbers.	September 2018 -  January 2019	Dana Stevens - AEBG

**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

**PROJECT:** California Apprenticeship Initiative- Pre-  
Apprenticeship Grant Program

**DISTRICT:** Palomar CCD

**COLLEGE:** Palomar College

**RFA NUMBER:** 16-192

**Statement of Work (Annual Workplan)**  
**Objectives**

**Objective:** 7

Successful completion of state registered apprenticeship programs by graduates of the pre-apprenticeship program.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.1	Track students annually in pre and state registered apprenticeship programs	1. Number of Pre-Apprenticeship certificates awarded 2. Number of Apprenticeship certificate awarded 3. Strong Workforce employment and wage metrics used in annual report.	Ongoing, past end of grant	Barb Blanchard James Hayes
7.2	Compare average completion metrics between pre-apprenticeship graduates and others in apprenticeship programs	1. MIS data and State registered apprenticeship training center data will be compiled and compared in annual report(Activity 5)	Ongoing, past end of grant	Barb Blanchard James Hayes



**Memorandum of Agreement**  
**between Jefferson Community College and Technical College (JCTC/KCTCS)**  
**and Palomar Community and Technical College (PC)**

**Overview of Agreement:** Jefferson Community and Technical College, one of sixteen community and technical colleges within the Kentucky Community and Technical College System (JCTC/KCTCS), has received from the National Science Foundation (NSF) an award, in the amount of \$3,999,394.00, “Geospatial Technology Center of Excellence: Growing the Workforce”. The NSF Award Number is DUE-1700496, and the Code of Federal Domestic Assistance (CFDA) is 47.076.

Jefferson Community and Technical College (JCTC/KCTCS) and Palomar College (PC) will collaborate to provide

Under the leadership of Wing Cheung, Professor of Geographic Information Science Expand partnerships with industry/government, and professional organizations via formal MOU’s in order to help develop up-to-date, workforce-relevant educational materials (GISCI, ASPRS, USGIF, Esri, etc. Create and coordinate demonstration videos, tutorial in specific GST techniques such as: Getting Your Drone Off the Ground, or Creating/Running a Model in ArcGIS Desktop. Video topics will be based upon the assessment tools development by the GeoTech Center as well as request from the Community of Practice. The Center will develop at least 4 videos per year (20 total).

**Term of Agreement:** This agreement is effective from July 1, 2017 to June 30, 2022. Either party may cancel this agreement at any time for cause and may cancel without cause on 30 day written notice.

This project shall be carried out in general accordance with:

- 1) Complying with all NSF grant program requirements, including:
  - a. the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
  - b. terms listed in NSF Grant Agreement Notice (attachment 1)
  - c. detailed budget Information (Attachment 2)
  - d. the Federal Funding Accountability and Transparency Act (Attachment 3) – complete and return form to AR, listed below

This MoU is subordinate to the Grant from the National Science Foundation and Attachments 1-3 thereof (as referenced above), all of which are material provisions and are incorporated by reference herein. To the extent any term or provision herein conflicts with the terms, conditions, or provisions of the Grant, that term or provision shall be stricken from this agreement as though it was never included.

**Scope of Work:**

Under the leadership of Wing Cheung, Professor of Geographic Information Science Expand partnerships with industry/government, and professional organizations via formal MOU's in order to help develop up-to-date, workforce-relevant educational materials (GISCI, ASPRS, USGIF, Esri, etc. Create and coordinate demonstration videos, tutorial in specific GST techniques such as: Getting Your Drone Off the Ground, or Creating/Running a Model in ArcGIS Desktop. Video topics will be based upon the assessment tools development by the GeoTech Center as well as request from the Community of Practice. The Center will develop at least 4 videos per year (20 total).

**Duties and Responsibilities of JCTC/KCTCS:** JCTC/KCTCS will serve as the administrative grantee for this project and will be responsible for all financial and programmatic reporting to NSF. This includes following all federal, state and JCTC/KCTCS institution regulations and policies. JCTC/KCTCS will solicit and purchase their own goods, services, and commodities respectively for use in this grant.

**Duties and Responsibilities of Palomar College:** Serve as partner and sub-recipient for this project and will agree to follow all federal, state and Palomar College institution regulations and policies. Palomar College will solicit and purchase their own goods, services, and commodities respectively for use in this grant.

**Consideration and Method of Payment:**

**Total.** \$47,830.00 (forty seven thousand eight hundred and thirty dollars and zero cents) shall be paid by JCTC/KCTCS (with NSF federal funds) a total sum not to exceed \$47,830.00 for reimbursement of actual, responsible and eligible project costs.

**Method.** Palomar College will submit complete invoices on a quarterly basis. The invoice reports will include a detailed expenditure listing of actual costs incurred, including copies of all vendor receipts, timesheets and travel vouchers (dates, location, purpose, miles, etc.) for documentation. Payment will be made within thirty (30) days of JCTC/KCTCS's acceptance of the approved of the invoices.

All invoices and back-up documentation shall be submitted to:

Vince DiNoto, Project Director  
National Geospatial Technology Center of Excellence  
Jefferson Community and Technical College  
Southwest Campus  
1000 Community College Drive  
Louisville, KY 40272 .

Electronic invoices are acceptable to: [vince.dinoto@kctcs.edu](mailto:vince.dinoto@kctcs.edu).

## Designated Representatives:

JCTC Technical Representative (TR)  
Vince DiNoto, Project Director  
National Geospatial Technology Center of Excellence  
Jefferson Community and Technical College  
Southwest Campus  
1000 Community College Drive  
Louisville, KY 40272 .  
(502)213-7280  
[vince.dinoto@kctcs.edu](mailto:vince.dinoto@kctcs.edu)

JCTC Administrative Representative (AR)  
Joanna Lynch, Director  
Office of Grants and Contracts  
Jefferson Community & Technical College  
Downtown Campus  
109 East Broadway, BB Suite 304  
Louisville, KY 40202  
(502)213-2410  
[joanna.morris@kctcs.edu](mailto:joanna.morris@kctcs.edu)

**Insurance:** Throughout the period of performance under this agreement, Palomar College shall procure and maintain in full force and effect a policy of insurance to cover its liability hereunder and hereby agrees on demand to indemnify, defend, and hold harmless KCTCS, its officers, employees, and successors in interests (“affiliated parties”) against and from any and all liability, loss, cost, injury, damage and expense of any kind whatsoever, including but not limited to reasonable attorney fees and court costs, arising from, connected with, or relating to Palomar College’s negligence or intentional conduct or that of its employees, agents, and representatives. Palomar College shall have no obligation to defend, indemnify, or hold harmless KCTCS or its affiliated parties for any claims or demands arising from or related to the actual sole gross negligence of KCTCS or any affiliated party. The insurance provider shall be from a financially sound source reasonably acceptable to KCTCS.

**Disputes/Jurisdiction:** The parties agree that any disputes between them arising from, related to, or in connection with this agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction, and venue of the United States of America, Commonwealth of Kentucky, and County of Franklin without regard to otherwise applicable choice of law provisions.

1. The parties agree to resolve any disputes between them in Woodford County, Kentucky by means of mediation using a mutually agreed mediator. In the event of a failure of mediation for any reason, the parties agree that the dispute shall be resolved the Federal Court serving Woodford County, Kentucky.
2. Either party may invoke the terms of this provision by providing written notice to the other. In the event the non-invoking party fails to timely respond to the invoking party’s notice, the invoking party may proceed to binding arbitration, and the arbitrator may render a decision without the input of the non-invoking party.
3. Nothing about this provision shall bar either party from seeking appropriate injunctive relief in Franklin County, Kentucky courts to prevent an imminent, irreparable harm. If performance under this contract takes place in some other jurisdiction, then KCTCS may also seek injunctive relief in that jurisdiction.

**Consistency Provision:** Jefferson Community and Technical College is an entity of the Kentucky Community and Technical College System (KCTCS) headquartered in Versailles, Kentucky. Any term or provision of this agreement inconsistent with, contrary to, or duplicative with the provisions of an existing KCTCS policy, procedure, or contract provision shall at the election of the College or KCTCS be voidable without recourse.

***[No Further Terms & Conditions. Signature Page to Follow]***

The terms of this agreement are agreed to and accepted by the following representatives of the two parties:

**FOR JCTC/KCTCS:**

_____ VP of Administration and Chief Financial Officer, Jefferson Community and Technical College	_____ Date
---	---------------

_____ KCTCS, Legal Office	_____ Date
------------------------------	---------------

**FOR PALOMAR COLLEGE:**

_____ Palomar College	_____ Date
--------------------------	---------------

Attachment #1  
National Science Foundation  
Grant Award Notice

[Return to Award Documents Page](#)

**National Science Foundation**  
**4201 WILSON BOULEVARD, ARLINGTON, VIRGINIA 22230**

AWARD NOTICE

Award Date:  
Award No. (FAIN):  
Proposal No.:  
Managing Division Abbreviation:

March 13, 2017  
1700496  
1700496  
DUE

Dr. Rhonda Tracy  
Chancellor  
Kentucky Community & Technical College  
System  
300 North Main Street  
Versailles, KY 40383-1245  
DUNS ID: 050112098

Dear Dr. Tracy:

The National Science Foundation hereby awards a grant of \$3,999,394 to Kentucky Community & Technical College System for support of the project described in the proposal referenced above as modified by revised budget dated February 28, 2017. This award is expected to total \$3,999,394.

This project, entitled "Geospatial Technology Center of Excellence: Growing the Workforce," is under the direction of Vincent A. DiNoto, Ken Yanow, Ann B. Johnson, Nicole L. Ernst, Richard B. Schultz.

This award starts July 1 , 2017 and ends June 30, 2022.

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 NSF Grant General Conditions (GC-1), dated January 30, 2017, available at [http://www.nsf.gov/awards/managing/general\\_conditions.jsp](http://www.nsf.gov/awards/managing/general_conditions.jsp).

This award is subject to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance). NSF's implementation of the Uniform Guidance is contained in the Grant Conditions referenced in this award..

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](mailto:FFATAREporting@nsf.gov) or by phone to: (800) 673-6188.

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

\*\*\*\*\* Program 170496 \*\*\*\*\*

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.

The Foundation authorizes the awardee to enter into the proposed contractual arrangements and to fund such arrangements with award funds up to the amount indicated in the approved budget or NSF-approved post award requests. For awards made or receiving funding amendments after July 1, 2016, such contractual arrangements should contain appropriate provisions consistent with Articles 8.a.4. and 9 of the NSF Grant General Conditions (GC-1) dated January 30, 2017, as well as any special conditions included in this award.

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

-----

-----

Off-Campus Salary 26.6000%

On-Campus Salary 55.5000%

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/1700496>].

The cognizant NSF program official for this grant is David B. Campbell, (703) 292-5093

The cognizant NSF grants official contact is LeVar Rashawn Farrior, (703) 292-2187.

Sincerely,

Denise Martin  
Grants and Agreements Officer

CFDA No. 47.076, Education and Human Resources  
[rhonda.tracy@kctcs.edu](mailto:rhonda.tracy@kctcs.edu)

DUE-1700496

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# **SUMMARY PROPOSAL BUDGET** **Award No. 1700496**

Person MOS	cal	acad	sumr	Funds granted By NSF
A. (32.00) Total Senior personnel	91.80	2.50	5.00	\$848,970
B. Other Personnel				
1. (0.00) Post Doctoral associates	0.00	0.00	0.00	\$0
2. (15.00) Other professionals	180.00	0.00	0.00	\$510,000
3. (0.00) Graduate students				\$0
4. (1.00) Secretarial-clerical				\$480
5. (5.00) Undergraduate students				\$12,500
6. (10.00) Other				\$78,000
Total salaries and wages (A+B)				\$1,449,950
C. Fringe benefits (if charged as direct cost)				\$408,010
Total salaries wages and fringes (A+B+C)				\$1,857,960
D. Total permanent equipment				\$0
E. Travel				
1. Domestic				\$160,000
2. International				\$0
F. Total participant support costs				\$299,535
G. Other direct costs				
1. Materials and supplies				\$93,750
2. Publication costs/page charges				\$91,250
3. Consultant services				\$107,000
4. Computer (ADPE) services				\$0
5. Subcontracts				\$720,833
6. Other				\$24,000
Total other direct costs				\$1,036,833
H. Total direct costs (A through G)				\$3,354,328
I. Total indirect costs				\$645,066
(For information on the rate used, please refer to the award notice)				
J. Total direct and indirect costs (H+I)				\$3,999,394
K. Small Business Fee				\$0
L. Amount of this request (J) or (J+K)				\$3,999,394
M. Cost sharing				\$0

Download [Adobe Acrobat Reader](#) for viewing PDF files



## Attachment #2 Budget

SUMMARY  
PROPOSAL BUDGET

YEAR 1

ORGANIZATION				FOR NSF USE ONLY		
Palomar College				PROPOSAL NO.	DURATION (months)	
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR				AWARD NO.	Proposed	Granted
Wing A Cheung						
A. SENIOR PERSONNEL: P/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	Funds granted by NSF (if different)
	CAL	ACAD	SUMR			
1. Wing Cheung - Senior Team	0.00	0.73	0.00	7,633		
2.						
3.						
4.						
5.						
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00	0		
7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)	0.00	0.73	0.00	7,633		
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. ( 0 ) UNDERGRADUATE STUDENTS				0		
5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)				0		
6. ( 0 ) OTHER				0		
TOTAL SALARIES AND WAGES (A + B)				7,633		
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)				1,224		
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)				8,857		
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)						
TOTAL EQUIPMENT				0		
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)				0		
2. INTERNATIONAL				0		
F. PARTICIPANT SUPPORT COSTS						
1. STIPENDS \$ _____ 0						
2. TRAVEL _____ 0						
3. SUBSISTENCE _____ 0						
4. OTHER _____ 0						
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS				0		
G. OTHER DIRECT COSTS						
1. MATERIALS AND SUPPLIES				0		
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION				0		
3. CONSULTANT SERVICES				0		
4. COMPUTER SERVICES				0		
5. SUBAWARDS				0		
6. OTHER				0		
TOTAL OTHER DIRECT COSTS				0		
H. TOTAL DIRECT COSTS (A THROUGH G)				8,857		
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) On allowable Costs (Rate: 8.0000, Base: 8857)						
TOTAL INDIRECT COSTS (F&A)				709		
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)				9,566		
K. SMALL BUSINESS FEE				0		
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)				9,566		
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$		
P/PI NAME				FOR NSF USE ONLY		
Wing A Cheung				INDIRECT COST RATE VERIFICATION		
ORG. REP. NAME*				Date Checked	Date Of Rate Shown	Initials - ORG
Mark Hundley						

1 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

# SUMMARY YEAR 2 PROPOSAL BUDGET

ORGANIZATION				FOR NSF USE ONLY			
Palomar College				PROPOSAL NO.		DURATION (months)	
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR				AWARD NO.		Proposed	Granted
Wing A Cheung							
A. SENIOR PERSONNEL: PI/PO, 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 - Senior Team				0.00	0.73	0.00	7,633
2.							
3.							
4.							
5.							
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00	0
7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)				0.00	0.73	0.00	7,633
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. ( 0 ) UNDERGRADUATE STUDENTS							0
5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							0
6. ( 0 ) OTHER							0
TOTAL SALARIES AND WAGES (A + B)							7,633
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							1,224
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							8,857
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000)							
TOTAL EQUIPMENT							0
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)							0
2. INTERNATIONAL							0
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$ 0							0
2. TRAVEL 0							0
3. SUBSISTENCE 0							0
4. OTHER 0							0
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS							0
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES							0
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION							0
3. CONSULTANT SERVICES							0
4. COMPUTER SERVICES							0
5. SUBAWARDS							0
6. OTHER							0
TOTAL OTHER DIRECT COSTS							0
H. TOTAL DIRECT COSTS (A THROUGH G)							8,857
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) On allowable Costs (Rate: 8.0000, Base: 8857)							
TOTAL INDIRECT COSTS (F&A)							709
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)							9,566
K. SMALL BUSINESS FEE							0
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)							9,566
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$			
PI/PO NAME				FOR NSF USE ONLY			
Wing A Cheung				INDIRECT COST RATE VERIFICATION			
ORG. REP. NAME*				Date Checked	Date Of Rate Sheet	Initials - ORG	
Mark Hundley							

# SUMMARY PROPOSAL BUDGET

YEAR 3

ORGANIZATION				FOR NSF USE ONLY		
Palomar College				PROPOSAL NO.	DURATION (months)	
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR				AWARD NO.	Proposed	Granted
Wing A Cheung						
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
				CAL	ACAD	SUMR
1. Wing Cheung - Senior Team				0.00	0.73	0.00
2.						
3.						
4.						
5.						
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00
7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)				0.00	0.73	0.00
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)						
1. ( 0 ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00
2. ( 0 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				0.00	0.00	0.00
3. ( 0 ) GRADUATE STUDENTS						
4. ( 0 ) UNDERGRADUATE STUDENTS						
5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)						
6. ( 0 ) OTHER						
TOTAL SALARIES AND WAGES (A + B)						7,633
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)						1,224
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)						8,857
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)						
TOTAL EQUIPMENT						0
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)						0
2. INTERNATIONAL						0
F. PARTICIPANT SUPPORT COSTS						
1. STIPENDS \$ 0						
2. TRAVEL 0						
3. SUBSISTENCE 0						
4. OTHER 0						
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS						0
G. OTHER DIRECT COSTS						
1. MATERIALS AND SUPPLIES						0
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION						0
3. CONSULTANT SERVICES						0
4. COMPUTER SERVICES						0
5. SUBAWARDS						0
6. OTHER						0
TOTAL OTHER DIRECT COSTS						0
H. TOTAL DIRECT COSTS (A THROUGH G)						8,857
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) On allowable Costs (Rate: 8.0000, Base: 8857)						
TOTAL INDIRECT COSTS (F&A)						769
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)						9,566
K. SMALL BUSINESS FEE						0
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)						9,566
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$		
PI/PD NAME Wing A Cheung				FOR NSF USE ONLY		
ORG. REP. NAME* Mark Hundley				INDIRECT COST RATE VERIFICATION		
				Date Checked	Date Of Rate Sheet	Initials - CRG

3 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

# SUMMARY PROPOSAL BUDGET

YEAR 4

ORGANIZATION				FOR NSF USE ONLY		
Palomar College				PROPOSAL NO.	DURATION (months)	
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR				AWARD NO.	Proposed	Granted
Wing A Cheung						
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
				CAL	ACAD	SUMR
1. Wing Cheung - Senior Team				0.00	0.73	0.00
2.						
3.						
4.						
5.						
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00
7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)				0.00	0.73	0.00
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)						
1. ( 0 ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00
2. ( 0 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				0.00	0.00	0.00
3. ( 0 ) GRADUATE STUDENTS						
4. ( 0 ) UNDERGRADUATE STUDENTS						
5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)						
6. ( 0 ) OTHER						
TOTAL SALARIES AND WAGES (A + B)						7,633
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)						1,224
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)						8,857
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)						
TOTAL EQUIPMENT						0
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)						0
2. INTERNATIONAL						0
F. PARTICIPANT SUPPORT COSTS						
1. STIPENDS \$ _____ 0						
2. TRAVEL _____ 0						
3. SUBSISTENCE _____ 0						
4. OTHER _____ 0						
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS						0
G. OTHER DIRECT COSTS						
1. MATERIALS AND SUPPLIES						0
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION						0
3. CONSULTANT SERVICES						0
4. COMPUTER SERVICES						0
5. SUBAWARDS						0
6. OTHER						0
TOTAL OTHER DIRECT COSTS						0
H. TOTAL DIRECT COSTS (A THROUGH G)						8,857
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)						
On allowable Costs (Rate: 8.0000, Base: 8857)						
TOTAL INDIRECT COSTS (F&A)						709
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)						9,566
K. SMALL BUSINESS FEE						0
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)						9,566
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$		
PI/PD NAME				FOR NSF USE ONLY		
Wing A Cheung				INDIRECT COST RATE VERIFICATION		
ORG. REP. NAME*				Date Checked	Date Of Rate Sheet	Initials - ORG
Mark Hundley						

4 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

# SUMMARY PROPOSAL BUDGET

YEAR 5

ORGANIZATION				FOR NSF USE ONLY			
Palomar College				PROPOSAL NO.		DURATION (months)	
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR				AWARD NO.		Proposed	Granted
Wing A Cheung							
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 Funding Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
				CAL	ACAD	SUMR	
1. Wing Cheung - Senior Team				0.00	0.73	0.00	7,633
2.							
3.							
4.							
5.							
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00	0
7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)				0.00	0.73	0.00	7,633
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. ( 0 ) UNDERGRADUATE STUDENTS							0
5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							0
6. ( 0 ) OTHER							0
TOTAL SALARIES AND WAGES (A + B)							7,633
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							1,224
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							8,857
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT							0
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)							0
2. INTERNATIONAL							0
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$ 0							0
2. TRAVEL 0							0
3. SUBSISTENCE 0							0
4. OTHER 0							0
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS							0
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES							0
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION							0
3. CONSULTANT SERVICES							0
4. COMPUTER SERVICES							0
5. SUBAWARDS							0
6. OTHER							0
TOTAL OTHER DIRECT COSTS							0
H. TOTAL DIRECT COSTS (A THROUGH G)							8,857
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) On allowable Costs (Rate: 8.0000, Base: 8857)							
TOTAL INDIRECT COSTS (F&A)							769
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)							9,566
K. SMALL BUSINESS FEE							0
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)							9,566
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$			
PI/PI NAME Wing A Cheung				FOR NSF USE ONLY			
ORG. REP. NAME* Mark Hundley				INDIRECT COST RATE VERIFICATION			
				Date Checked	Date Of Rate Sheet	Initials - ORG	

5 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET



# SUMMARY PROPOSAL BUDGET

Cumulative

ORGANIZATION <b>Palomar College</b>				FOR NSF USE ONLY		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>Wing A Cheung</b>				PROPOSAL NO.	DURATION (months)	
				Proposed	Granted	
				AWARD NO.		
A. SENIOR PERSONNEL: P/VPD, 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. <b>Wing Cheung - Senior Team</b>	0.00	3.65	0.00	38,165		
2.						
3.						
4.						
5.						
6. ( ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00	0		
7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)	0.00	3.65	0.00	38,165		
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. ( 0 ) UNDERGRADUATE STUDENTS				0		
5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)				0		
6. ( 0 ) OTHER				0		
TOTAL SALARIES AND WAGES (A + B)				38,165		
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)				6,120		
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)				44,285		
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)						
TOTAL EQUIPMENT				0		
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)				0		
2. INTERNATIONAL				0		
F. PARTICIPANT SUPPORT COSTS						
1. STIPENDS \$ _____ 0						
2. TRAVEL _____ 0						
3. SUBSISTENCE _____ 0						
4. OTHER _____ 0						
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS				0		
G. OTHER DIRECT COSTS						
1. MATERIALS AND SUPPLIES				0		
2. PUBLICATION COSTS/DOCUMENTATION/DISSEMINATION				0		
3. CONSULTANT SERVICES				0		
4. COMPUTER SERVICES				0		
5. SUBAWARDS				0		
6. OTHER				0		
TOTAL OTHER DIRECT COSTS				0		
H. TOTAL DIRECT COSTS (A THROUGH G)				44,285		
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)						
TOTAL INDIRECT COSTS (F&A)				3,545		
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)				47,830		
K. SMALL BUSINESS FEE				0		
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)				47,830		
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$		
P/VPD NAME <b>Wing A Cheung</b>				FOR NSF USE ONLY		
ORG. REP. NAME* <b>Mark Hundley</b>				INDIRECT COST RATE VERIFICATION		
				Date Checked	Date Of Rate Sheet	Initials - ORG

C \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

## **Budget Justification**

### **Palomar College**

- A. Senior Personnel
  - 1. Wing Cheung will be a senior team member involved in several activities. He will spend three quarters of a month each academic year.
- B. Other Personnel - NA
- C. Fringe Benefits
  - 1. Fringe rate at Palomar College is 16.04%
- D. Permanent Equipment - NA
- E. Travel – All travel funds will be held at Jefferson Community and Technical College; it is anticipated that he will have one trips each year to disseminate information about the GeoTech Center.
- F. Participant Support – All participant support will be in the Jefferson Community and Technical College budget.
- G. Other Direct Cost
  - 1. Materials and Supplies – Materials are included in the Jefferson Community and Technical College budget for Mr. Cheung.
  - 2. Publication Costs/Documentation/Dissemination
  - 3. Consultant Services
  - 4. Computer Services
  - 5. Subawards
  - 6. Other
- H. Total Direct Costs - \$8,857 annually
- I. Indirect Costs
  - 1. Palomar College indirect rate is 8% on all items except equipment and participant support. The indirect cost will be \$709 annually.
- J. Total Direct and Indirect Cost - \$9,566 annually.
- K. Residual funds - NA
- L. Amount of this Request
- M. Cost Sharing - NA

## Attachment #3

NSF: Geospatial Technology Center of Excellence:

“Growing the Workforce”

Award No: DUE-1700496

Jefferson Community and Technical College/KCTCS

*Federal Funding Accountability and Transparency Act (FFATA) prescribes specific pieces of information to be reported:*

**1. The following data about subawards greater than \$25,000:**

a. Name of entity receiving award: Palomar Community College District **x**

b. DUNS number: 078750478 **x**

c. Amount of award: \$47,830.00 **x**

d. Funding agency: National Science Foundation (NSF)

e. NAICS code for contracts / CFDA program number for grants: 47.076

f. Program source: (Will be provided by NSF)

g. Award title descriptive of the purpose of the funding action: Geospatial Technology Center of Excellence:

“Growing the Workforce”

1140 West Mission Rd.  
San Marcos, CA 92069-1487  
50th Congressional District:

h. Location of the entity (including zip+4 and congressional district): **x**

i. Place of performance (including congressional district)

**x** Palomar College, 1140 W. Mission Rd., San Marcos, CA 92069-1487, 50th Congressional District. **x**

j. Unique identifier of the entity and its parent; and (EIN) 956002227 **x**

k. Total compensation and names of top five executives (same thresholds as for primes)

**2. The Total Compensation and Names of the top five executives if:**

a. More than 80% of annual gross revenues from the federal government, and those revenues are greater than \$25M annually and

b. Compensation information is not already available through reporting to the SEC.  
Classified information is exempt from the prime and sub-award reporting requirement as are contracts with individuals



**RESOLUTION 17-21532**

**A RESOLUTION OF THE GOVERNING BOARD  
PALOMAR COMMUNITY COLLEGE DISTRICT  
PALOMAR COLLEGE, SAN MARCOS, CALIFORNIA**

**WHEREAS**, the Governing Board of the Palomar Community College District (the “Board”) previously adopted a resolution requesting San Diego County (the “County”) to call an election for general obligation bonds (the “Bond Election”) to be held on November 7, 2006; and

**WHEREAS**, on November 7, 2006, the Bond Election was duly held and conducted for the purpose of voting a measure for the issuance of bonds of the District in the amount of \$694,000,000 (the “Measure M”); and

**WHEREAS**, at such election, Measure M received the affirmative vote of more than the fifty-five percent of the voters of the District voting on the proposition as certified by the Registrar of Voters of San Diego County in the official canvassing of votes, and,

**WHEREAS**, the Governing Board of the Palomar Community College District approved a resolution establishing an Independent Citizens’ Oversight Committee (the “ICOC”), Resolution No. 06-20893, on September 26, 2006; and

**WHEREAS**, the Governing Board of the District established the Citizens’ Bond Oversight Committee Bylaws, which defines the number of members and criteria in accordance with Proposition 39.

**WHEREAS**, several positions are vacant as of June 30, 2017 and appointments are for a 2-year term beginning FY 2017-18.

**NOW, THEREFORE**, be it resolved that the Governing Board of the Palomar Community College District does hereby appoint the following individuals to serve on the “ICOC” for the terms and in the categories as specified:

<b>NAME</b>	<b>CATEGORY</b>	<b>TERM</b>
1. Glenn Winn	One (1) member of the community –at-large.	July 1, 2017 – June 30, 2019
2. Emily Williamson	One (1) student enrolled and active in a community college support group, such as student government	July 1, 2017 – June 30, 2019
3. Beverly Ann Tolbert	One (1) member of a senior citizen organization	July 1, 2017 – June 30, 2019
4. Athenia Luciano	One (1) member in a business organization representing the business community	July 1, 2017 – June 30, 2019

**PASSED AND ADOPTED** by the Governing Board of the Palomar Community College District, County of San Diego, State of California, this \_\_\_\_ day of August, 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Nancy Ann Hensch, Board President

\_\_\_\_\_  
John Halcon, Secretary