



Faculty Service Area (FSA) Form

Use the form below to revise or to indicate that no changes are necessary for an existing FSA. This form may also be used to establish a new FSA. **At minimum, an FSA must include the minimum qualifications for the associated discipline.** The list of established disciplines and corresponding minimum qualifications is available at http://extranet.cccco.edu/Portals/1/AA/MinQuals/MinimumQualificationsHandbook2012_2014.pdf. Submit the form to the Faculty Service Areas Committee Chair, Gregory Larson, when complete via email to glarson@palomar.edu. (Due date to be determined)

Department: Emergency Medical Education		
Faculty Service Area: Emergency Medical Education		
No changes to FSA necessary <input type="checkbox"/>	Changes to FSA requested X <input checked="" type="checkbox"/>	New FSA requested <input type="checkbox"/>
<p>Current FSA: Enter current FSA language for the discipline listed in the Governing Board Manual (pgs. 104-117) at http://www.palomar.edu/gb/PDF%20docs/Notice%20regarding%20BP%20and%20AP%20amended%20with%20manual%20attached.pdf. Attach additional sheets if needed.</p>		
<p>Changes to FSA or New FSA: For an <i>existing</i> FSA, enter the revised FSA competencies below. For a <i>new</i> FSA, enter the competencies for the new FSA below. Attach additional sheets if needed.</p> <p>A. Possession of the minimum qualifications in Emergency Medical Technologies as determined by the State Academic Senate and the Board of Governors; AND</p> <ol style="list-style-type: none"> Currently licensed or eligible to be licensed in the State of California as a Physician, Physician's Assistant, Registered Nurse OR Paramedic. Must possess license by time of appointment; AND Two years of experience in advanced life support pre-hospital care, and knowledge of the course content of the U.S. Department of Transportation Emergency Medical Technician-Paramedic National Standard Curriculum HS 808 862 March 1999; AND Qualified by education and experience in methods, materials, and evaluation of instruction, which shall be documented by one of the following under a through b: <ol style="list-style-type: none"> Possession of one of the following certificates by time of appointment: California State Fire Marshal (CSFM) "Fire Instructor I: Instructional Methodology"; or the National Fire Academy (NFA) "Fire Service Instructional Methodology" course; or the National Associate of EMS Educators Level 1 Course; OR Sixty hours in techniques of teaching courses or four semester units of upper division credit in education materials, methods, and curriculum development or equivalent from a college or university. 		
Form completed by:	Pete Ordille	Date submitted: 9/26/2017

FACULTY SERVICE AREAS COMMITTEE USE ONLY		
Approved x <input type="checkbox"/>	Denied <input type="checkbox"/>	
Reason for denial of request, if applicable:		



Faculty Service Area (FSA) Form

Use the form below to revise or to indicate that no changes are necessary for an existing FSA. This form may also be used to establish a new FSA. **At minimum, an FSA must include the minimum qualifications for the associated discipline.** The list of established disciplines and corresponding minimum qualifications is available at http://extranet.cccco.edu/Portals/1/AA/MinQuals/MinimumQualificationsHandbook2012_2014.pdf. Submit the form to the Faculty Service Areas Committee Chair, Gregory Larson, when complete via email to glarson@palomar.edu. (Due date to be determined)

Department: Kinesiology, Health & Recreation		
Faculty Service Area: Health		
No changes to FSA necessary <input type="checkbox"/>	Changes to FSA requested <input type="checkbox"/>	New FSA requested X <input type="checkbox"/>
<p>Current FSA: Enter current FSA language for the discipline listed in the Governing Board Manual (pgs. 104-117) at http://www.palomar.edu/gb/PDF%20docs/Notice%20regarding%20BP%20and%20AP%20amended%20with%20manual%20attached.pdf</p> <p>CURRENT: Department: Physical Education FSA-Physical Education Competency A. Possession of the minimum qualifications in Physical Education as determined by the State Academic Senate and the Board of Governors; AND B. Minimum of two semesters part-time teaching experience in the FSA at an accredited post-secondary institution within the previous five years; OR C. Completion of course work or other special training relevant to the FSA within the previous five years.</p>		
<p>CHANGE TO: Department: Kinesiology, Health & Recreation FSA-Health Competency A. Possession of the minimum qualifications in Health as determined by the State Academic Senate and the Board of Governors; AND B. Minimum of two semesters part-time teaching experience in the FSA at an accredited post-secondary institution within the previous five years; OR C. Completion of course work or other special training relevant to the FSA within the previous five years.</p>		
Form completed by: Lacey Craft		
Date submitted: 9/18/17		

FACULTY SERVICE AREAS COMMITTEE USE ONLY		
Approved x <input type="checkbox"/>	Denied <input type="checkbox"/>	Date of decision:
Reason for denial of request, if applicable:		



Faculty Service Area (FSA) Form

Use the form below to revise or to indicate that no changes are necessary for an existing FSA. This form may also be used to establish a new FSA. **At minimum, an FSA must include the minimum qualifications for the associated discipline.** The list of established disciplines and corresponding minimum qualifications is available at http://extranet.cccco.edu/Portals/1/AA/MinQuals/MinimumQualificationsHandbook2012_2014.pdf. Submit the form to the Faculty Service Areas Committee Chair, Gregory Larson, when complete via email to glarson@palomar.edu. (Due date to be determined)

Department: Kinesiology, Health & Recreation		
Faculty Service Area: Kinesiology		
No changes to FSA necessary <input type="checkbox"/>	Changes to FSA requested <input type="checkbox"/>	New FSA requested X <input type="checkbox"/>
<p>Current FSA: Enter current FSA language for the discipline listed in the Governing Board Manual (pgs. 104-117) at http://www.palomar.edu/gb/PDF%20docs/Notice%20regarding%20BP%20and%20AP%20amended%20with%20manual%20attached.pdf</p> <p>CURRENT: Department: Physical Education FSA-Physical Education Competency A. Possession of the minimum qualifications in Physical Education as determined by the State Academic Senate and the Board of Governors; AND B. Minimum of two semesters part-time teaching experience in the FSA at an accredited post-secondary institution within the previous five years; OR C. Completion of course work or other special training relevant to the FSA within the previous five years.</p>		
<p>CHANGE TO: Department: Kinesiology, Health & Recreation FSA-Kinesiology Competency A. Possession of the minimum qualifications in Kinesiology as determined by the State Academic Senate and the Board of Governors; AND B. Minimum of two semesters part-time teaching experience in the FSA at an accredited post-secondary institution within the previous five years; OR C. Completion of course work or other special training relevant to the FSA within the previous five years.</p>		
Form completed by: Lacey Craft		
Date submitted: 9/6/17		

FACULTY SERVICE AREAS COMMITTEE USE ONLY		
Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Date of decision: 9/6/17
Reason for denial of request, if applicable:		



Faculty Service Area (FSA) Form

Use the form below to revise or to indicate that no changes are necessary for an existing FSA. This form may also be used to establish a new FSA. **At minimum, an FSA must include the minimum qualifications for the associated discipline.** The list of established disciplines and corresponding minimum qualifications is available at http://extranet.cccco.edu/Portals/1/AA/MinQuals/MinimumQualificationsHandbook2012_2014.pdf. Submit the form to the Faculty Service Areas Committee Chair, Gregory Larson, when complete via email to glarson@palomar.edu. (Due date to be determined)

Department: Kinesiology, Health & Recreation		
Faculty Service Area: Recreation		
No changes to FSA necessary <input type="checkbox"/>	Changes to FSA requested <input type="checkbox"/>	New FSA requested X <input type="checkbox"/>
<p>Current FSA: Enter current FSA language for the discipline listed in the Governing Board Manual (pgs. 104-117) at http://www.palomar.edu/gb/PDF%20docs/Notice%20regarding%20BP%20and%20AP%20amended%20with%20manual%20attached.pdf</p> <p>CURRENT: Department: Physical Education FSA-Physical Education Competency A. Possession of the minimum qualifications in Physical Education as determined by the State Academic Senate and the Board of Governors; AND B. Minimum of two semesters part-time teaching experience in the FSA at an accredited post-secondary institution within the previous five years; OR C. Completion of course work or other special training relevant to the FSA within the previous five years.</p>		
<p>CHANGE TO: Department: Kinesiology, Health & Recreation FSA-Recreation Competency A. Possession of the minimum qualifications in Recreation as determined by the State Academic Senate and the Board of Governors; AND B. Minimum of two semesters part-time teaching experience in the FSA at an accredited post-secondary institution within the previous five years; OR C. Completion of course work or other special training relevant to the FSA within the previous five years.</p>		
Form completed by: Lacey Craft		
Date submitted: 9/6/17		

FACULTY SERVICE AREAS COMMITTEE USE ONLY		
Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Date of decision: 9/6/17
Reason for denial of request, if applicable:		

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

This Memorandum of Understanding ("MOU") is entered by, between and among the PALOMAR COMMUNITY COLLEGE DISTRICT ("District") and the PALOMAR FACULTY FEDERATION ("PFF") and is with respect to Article 12: Department Chairs/Directors.

Increases to Department Chair release time and stipends, as agreed to in Article 12, will be retroactive to July 1, 2017. Retroactive increase of Department Chair release time from 20% to 40% and the increase in chair stipend will be paid via NOHE as overload/stipend for the Fall 2017 semester. Department Chairs in the affected departments will be able to adjust their Spring 2018 schedules as desired, or take overload. SLO facilitators for the departments having the Department Chair release time increased from 20% to 40% will be paid via an NOHE for the increase for the Fall 2017 semester, and then at the 40% rate for the Spring 2018 semester and thereafter. The faculty members impacted by this agreement are:

Faculty Name	Role	NOHE Needed For:	Time Frame:
Laurel Anderson	SLO Facilitator, Child Development	20% increase of SLO facilitator stipend	Fall 2017
Alan Aquallo	SLO Facilitator, American Indian Studies/American Studies	20% increase of SLO facilitator stipend	Fall 2017
Mark Bealo	SLO Facilitator, Graphic Communications	20% increase of SLO facilitator stipend	Fall 2017
Melinda Carrillo	Department Chair & SLO Facilitator, Reading Services	20% increase of SLO facilitator stipend, 20% increase of chair stipend, release time overload stipend of 20%, 20% increase of summer chair stipend	July 1, 2017- December 31, 2017
Patti Dixon	Department Chair, American Indian Studies/American Studies	20% increase of chair stipend, release time overload stipend of 20%, 20% increase of summer chair stipend	July 1, 2017- December 31, 2017
Ken Dodson	Department Chair, Graphic Communications	20% increase of chair stipend, release time overload stipend of 20%, 20% increase of summer chair stipend	July 1, 2017- December 31, 2017
Jenny Fererro	Department Chair, Child Development	20% increase of chair stipend, release time overload stipend of 20%, 20% increase of summer chair stipend	July 1, 2017- December 31, 2017
Daniel Finkenthal	Department Chair, Physics & Engineering	20% increase of chair stipend, release time overload stipend of 20%, 20% increase of summer chair stipend	July 1, 2017- December 31, 2017
Hector Garcia	SLO Facilitator, Physics & Engineering	20% increase of SLO facilitator stipend	Fall 2017

Jack Hook	SLO Facilitator, Public Safety	20% increase of SLO facilitator stipend	Fall 2017
Wayne Hooper	Department Chair, Public Safety	20% increase of chair stipend, release time overload stipend of 20%, 20% increase of summer chair stipend	July 1, 2017- December 31, 2017
Rudolfo Jacobo	Department Chair, Multicultural Studies	20% increase of summer chair stipend	July 1, 2017- August 18, 2017
Martin Japtok	Acting Department Chair, Multicultural Studies	20% increase of chair stipend, release time overload stipend of 20%	Fall 2017
Jason Jarvinen	Department Chair, Cooperative Education	20% increase of chair stipend, release time overload stipend of 20%	Fall 2017
Angelica Yanez	SLO Facilitator, Multicultural Studies	20% increase of SLO facilitator stipend	Fall 2017

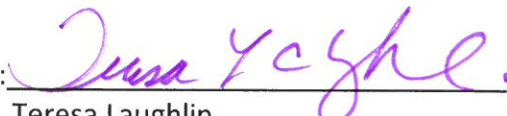
Dated: 11/15/17

By: 
 Lisa Norman
 Assistant Superintendent/Vice President
 Human Resource Services
 District Chief Negotiator

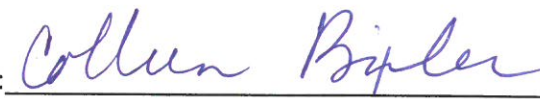
Dated: 11/15/17

By: 
 Jenny Fererro
 Lead Negotiator, PFF

Dated: 11/15/17

By: 
 Teresa Laughlin
 Co-President, PFF

Dated: 11/15/17

By: 
 Colleen Bixler
 Co-President, PFF

**PALOMAR COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR
FIRST AMENDMENT TO EMPLOYMENT CONTRACT**

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

WHEREAS, Board and Employee entered into an initial employment contract ("Original Agreement") with a term of November 15, 2017 through and including November 14, 2019; and

WHEREAS, it is the desire of the Board to continue to employ Employee in the Position of **Director, Telecommunications**.

NOW, THEREFORE, the parties mutually agree as follows:

1. **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 71/5 from November 15, 2017 through November 30, 2017, and at salary grade 71/10 from December 1, 2017 through June 30, 2018, at salary grade 71/11 from July 1, 2018 through June 30, 2019, and at salary grade 71/12 from July 1, 2019 through November 14, 2019. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
2. **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. Effective November 15, 2017 the District shall also provide Employee with a \$50.00 monthly cell phone stipend per month after applicable state and federal taxes on the stipends are withheld. These stipends are not considered creditable compensation under CalPERS.
3. **NO CHANGES TO OTHER TERMS AND CONDITIONS.** All other terms and conditions of Employee's Original Agreement remain in full force and effect for the term of this First Amendment, unless otherwise terminated or modified in accordance with the terms of the Original Agreement.

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR
FIRST AMENDMENT TO EMPLOYMENT CONTRACT**

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

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

Date: _____

Employee Signature

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

Date: _____

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

Copy: Employee

**PALOMAR COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR
FIRST AMENDMENT TO EMPLOYMENT CONTRACT**

This First Amendment to Employment Contract (hereinafter referred to as the "First Amendment") is made and entered into this twelfth day of December, 2017 of by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Stacy A. Rungaitis** (hereinafter referred to as the "Employee").

WHEREAS, Board and Employee entered into an initial employment contract ("Original Agreement") with a term of July 12, 2017 through and including July 11, 2018; and

WHEREAS, it is the desire of the Board to continue to employ Employee in the Position of **Director of Development/Executive Director of the Foundation**.

NOW, THEREFORE, the parties mutually agree as follows:

1. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code sections 72411(a) and 72411(b). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement will automatically renew upon its expiration by mutual agreement, and Employee will automatically be reemployed for one (1) additional year upon the expiration of this Agreement, unless the Governing Board provides written notice to Employee on or before March 15, 2018, of its intention not to reemploy Employee in Position for one additional year. If the Governing Board provides such written notice to Employee, Employee's employment in Position and this Agreement will terminate effective July 12, 2019, without further action by the Board.
2. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at salary grade 72/3 from July 12, 2017 through June 30, 2018, at salary grade 72/4 from July 1, 2018 through June 30, 2019, and at salary grade 72/5 from July 1, 2019 through July 11, 2019. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
3. **TERM.** The term of this Agreement shall begin on July 12, 2017, and continue through and including July 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 the renewal or extension of this Agreement for a term of more than twenty-four (24) months. It is expressly understood, however, that if the position referred to in this Agreement is funded by a grant, categorical program, or other monies not in the District's unrestricted general fund, and if funding is discontinued, the Agreement will terminate on June 30 of the fiscal year in which the funding was discontinued, provided further that the District has given Employee written notice before May 15 of the year in which the funding is not received.

4. **NO CHANGES TO OTHER TERMS AND CONDITIONS.** All other terms and conditions of Employee's Original Agreement remain in full force and effect for the term of this First Amendment, unless otherwise terminated or modified in accordance with the terms of the Original Agreement.

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR
FIRST AMENDMENT TO EMPLOYMENT CONTRACT**

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

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

Date: _____

Employee Signature

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

Date: _____

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

Copy: Employee

**PALOMAR COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRACT 2018-2020**

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this twelfth day of December, 2017 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Joe L. LeDesma** (hereinafter referred to as the "Employee").

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

NOW, THEREFORE, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is a classified administrator as defined by Education Code sections 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 January 1, 2020, 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 **January 2, 2018**, and continue through and including **January 1, 2020** 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 **52/1** from January 2, 2017 through June 30, 2018, at salary grade **52/2** from July 1, 2018 through June 30, 2019, and at salary grade **52/3** from July 1, 2019 through January 1, 2020. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Association Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Association Handbook as adopted by the Board.
8. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular classified administrators for which they are eligible under the terms of the Administrative Association 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 Association 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



MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PALOMAR COMMUNITY COLLEGE DISTRICT
AND THE
ADMINISTRATIVE ASSOCIATION

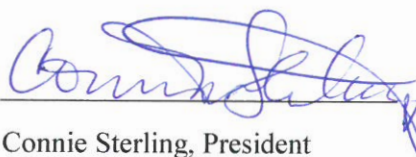
This Memorandum of Understanding (MOU) is made and entered into this November 29, 2017 between the Palomar Community College District ("District") and the Administrative Association ("AA"), collectively ("the parties"), under the meet and confer process.

Effective July 1, 2017, an on-salary schedule increase of 1.56%, the equivalence of the 2017-18 state mandated Cost Of Living Adjustment (COLA) shall be applied to the Administrative Association salary schedule. The increase to the schedule will occur by January 2018 and retroactive payments will occur by February 2018.

Approval of this MOU is subject to ratification by the Governing Board.

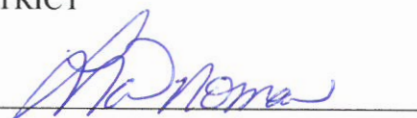
Dated: November 29, 2017

ADMINISTRATIVE ASSOCIATION

By: 
Connie Sterling, President

Dated: November 29, 2017

PALOMAR COMMUNITY COLLEGE
DISTRICT

By: 
Dr. Lisa Norman, Vice President, Human
Resources, District Chief Negotiator



MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PALOMAR COMMUNITY COLLEGE DISTRICT
AND THE
CONFIDENTIAL AND SUPERVISORY TEAM

This Memorandum of Understanding (MOU) is made and entered into this November 30, 2017, under the meet and confer process, between the Palomar Community College District ("District") and the Confidential and Supervisory Team ("CAST"), collectively ("the parties").

Effective July 1, 2017, an on-salary schedule increase of 1.56%, the equivalence of the 2017-18 state mandated Cost Of Living Adjustment (COLA) shall be applied to the Administrative Association salary schedule. The increase to the schedule will occur by January 2018 and retroactive payments will occur by February 2018.

Approval of this MOU is subject to ratification by the Governing Board.

Dated: November 30, 2017

CONFIDENTIAL & SUPERVISORY TEAM

By: Jeanette Akins
Jeanette Akins, President

Dated: November 30, 2017

PALOMAR COMMUNITY COLLEGE
DISTRICT

By: Dr. Lisa Norman
Dr. Lisa Norman, Vice President, Human
Resources, District Chief Negotiator

MONTHLY BOARD REPORT: December 12, 2017

SHORT-TERM PERSONNEL ACTION REQUEST

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Art Department					
	Jackson, Colby	11/16/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Behavioral Sciences					
	Cain, Miranda	11/17/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Department	Counseling Department					
	Corado, Bianca	11/29/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Early Childhood Education Lab School					
	Boone, Madison	11/17/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Hong, Manqing	11/06/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	English as a Second Language					
	Torres Martinez, Brisna	11/16/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Enrollment Services					
	Briggs, Sterling	11/17/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Department	Grant Funded Student Support Programs					
	Adame, Angelica	11/22/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Aquino, Anthony	11/07/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Boyd, Sheldon	11/09/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
	Carpela, Jericho	11/29/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Chavez, Marissa	11/29/17	06/30/18	Technical/Paraprofessional	\$11.00	Tutor
	De Jesus, Angelica	11/07/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Garcia, Imelda	11/29/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Heredia, Nalleli	11/07/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Grant Funded Student Support Programs					
	Hernandez, Marcia	11/15/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Joyce, Cameron	11/03/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Salazar Dodge, Carmelita	11/06/17	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Velasquez, Alejandra	10/25/17	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (professional)
	Vera-Miller, Julie	10/25/17	06/30/18	Technical/Paraprofessional	\$22.00	Assistant (professional)
Department	Grounds Services					
	Nixon, Boyd	11/27/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Health Services					
	Lim, Daphne	11/16/17	06/30/18	Technical/Paraprofessional	\$32.00	Assistant (professional)
Department	Human Resource Services					
	Castro, Eloisa	12/06/17	06/30/17	Technical/Paraprofessional	\$25.00	Assistant (professional)
Department	Languages and Literature					
	Vasquez, Nayeli	12/01/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Mathematics and the Natural and Health Sciences					
	Alcantar Quezada, Maria	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Balisi, Abigail	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Craig, Tyler	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Cruz Matus, Salvador	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Davalos, Natasha	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Foertsch, Jeffrey	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Garcia, Alexander	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Hennings, Martha	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Kebow, Lucas	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Nguyen, Celine	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Rahal, Mark	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Ryer, Tarada	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Vasquez, Elena	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
	Wang, Winston	12/18/17	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II

Department	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Palomar College Police Department					
	Cain, Jarod	11/08/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Gonzalez, Aaron	11/06/17	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Public Safety Programs					
	Barkhimer, Jacob	11/29/17	06/30/18	Technical/Paraprofessional	\$22.53	Assistant (professional)
	Carrington, Joel	11/27/17	06/30/18	Technical/Paraprofessional	\$22.53	Assistant (professional)

Palomar Community College
PAL PESONNEL ACTIONS HISTORY

Report ID: PAL015ST
Personnel Action: HIR--
For the period 11/01/2017 through 11/30/2017

Page No. 1
Run Date 11/30/2017
Run Time 09:22:38

Effective Date	Action Reason	Employee Name	Hire Date	Emp Typ	Reg/ Tmp	Full/ Part	Job Code	Job Title	Salary Grade	Comp Rate	Supervisor
Department ATHLETICS Athletics Department SETID - PALMR											
11/02/2017		Hernandez,Jesus Ismael	11/02/2017	0.0	H	T	P	900STU Student EE	STU/ASTU	11.000000	H
Department CHEMIST Chemistry Department SETID - PALMR											
11/13/2017		Germar,Rae Beatrice Germar	11/13/2017	0.0	H	T	P	900STU Student EE	STU/ASTU	11.000000	H
Department DRC Disability Resource Center SETID - PALMR											
11/06/2017		Manning,Denna Hope	11/06/2017	0.0	H	T	P	900STU Student EE	STU/ASTU	13.000000	H
Department ENGLISH English Department SETID - PALMR											
11/08/2017		Almendarez,Raymond Anthony	11/08/2017	0.0	H	T	P	900STU Student EE	STU/ASTU	11.000000	H
Department ESLANG English as a Second Lang Dept SETID - PALMR											
11/17/2017		Ontiveros Cortes,Gerardo	11/17/2017	0.0	H	T	P	900STU Student EE	STU/ASTU	11.000000	H
11/15/2017		Cruz Lazaro,Karen Esperanza	11/15/2017	0.0	H	T	P	900STU Student EE	STU/ASTU	11.000000	H
11/14/2017		Martinez,Jessica	11/14/2017	0.0	H	T	P	900STU Student EE	STU/ASTU	11.000000	H
11/13/2017		Zhu,Junjie	11/13/2017	0.0	H	T	P	900STU Student EE	STU/ASTU	11.000000	H
Department GFSP Grant Funded Stu Support Prgms SETID - PALMR											
11/28/2017		Acosta Garcia,Carlos Arturo	11/28/2017	0.0	H	T	P	900STU Student EE	STU/ASTU	11.000000	H
11/09/2017		Boyd,Shelldon Sathynie	11/09/2017	0.0	H	T	P	900STU Student EE	STU/ASTU	11.000000	H

Palomar Community College
PAL PESONNEL ACTIONS HISTORY

Page No. 2
Run Date 11/30/2017
Run Time 09:22:38

Report ID: PAL015ST
Personnel Action: HIR--
For the period 11/01/2017 through 11/30/2017

Effective Date	Action Reason	Employee Name	Employee ID	Hire Date	Emp Typ	Reg/ Tmp	Full/ Part	Job Code	Job Title	Salary Grade	Comp Rate	Supervisor
Department KINE Health-Kinesiology-Recr Mngmnt SETID - PALMR												
11/09/2017		Doubleday,Mary Claire		11/09/2017	0.0	H	T	P	900STU Student	EE STU/ASTU	13.000000	H
11/07/2017		Hope,Christopher Alan		11/07/2017	0.0	H	T	P	900STU Student	EE STU/ASTU	13.000000	H
11/03/2017		Hope,Katrina Marie		11/03/2017	0.0	H	T	P	900STU Student	EE STU/ASTU	13.000000	H
Department MATH&NHS Math/Natural & Health Sci Div SETID - PALMR												
11/22/2017		Bancroft,Amber Nicole		11/22/2017	0.0	H	T	P	900STU Student	EE STU/ASTU	13.000000	H
11/02/2017		Fernandez,Katie Rebekah		11/02/2017	0.0	H	T	P	900STU Student	EE STU/ASTU	13.000000	H
Department MSTUDIES Media Studies SETID - PALMR												
11/28/2017		Mougier,Jordan Gabrielle		11/28/2017	0.0	H	T	P	900STU Student	EE STU/ASTU	13.000000	H
Department STUDNTAFRS Student Affairs SETID - PALMR												
11/27/2017		Llamas,Vivian Altagracia		11/27/2017	0.0	H	T	P	900STU Student	EE STU/ASTU	11.000000	H
11/02/2017		Avila,Leticia		11/02/2017	0.0	H	T	P	900STU Student	EE STU/ASTU	11.000000	H
Department TRADEIND Trade & Industry Department SETID - PALMR												
11/07/2017		Munroe,Stafford Ray		11/07/2017	0.0	H	T	P	900STU Student	EE STU/ASTU	15.000000	H
Department WORLD LANG World Languages Dept SETID - PALMR												
11/27/2017		Urayama,Ritsu		11/27/2017	0.0	H	T	P	900STU Student	EE STU/ASTU	13.000000	H
11/27/2017		Ito,Rikisei		11/27/2017	0.0	H	T	P	900STU Student	EE STU/ASTU	13.000000	H

End of Report

Palomar College
Extended Field Trip Authorization Request

Print Form

EXHIBIT J-23

(An Extended Field Trip is held in lieu of several class meetings and includes one or more overnight stays. It may involve domestic or international travel.)

Instructor's Name(s) Erin Hiro

Department Media Studies

To the Instructor: It is your responsibility to be familiar with extended field trip regulations as found in Governing Board policy and procedures. Only students registered in the class may participate in extended field trips. PLEASE NOTE: All extended field trip requests require Palomar College Governing Board approval and must be submitted at least FIVE WEEKS prior to the proposed trip.

1. Dates of trip: March 1-3, 2018

2. Location/Address: HYATT REGENCY LONG BEACH 200 S. Pine Ave. Long Beach, Ca.

3. Class Name(s) and Class Number(s) Journalism 105, 205, 210,

4. Regular class meeting day, time, location, and classroom number:

Monday/Wednesdays from 9:30-12:30

5. Specify what alternate learning activity has been arranged for students not making trip. Alternate arrangements are required. "None" or "Allowed absence" will not satisfy this requirement:

Students will write a hard news story to publish in The Telescope newspaper.

6. Costs:

The instructor must make arrangements with the Cashier's Office for collection of student fees, if applicable. Instructors are not to collect fees from students.

● Transportation (see below):	\$ <u>300</u>	Transportation/Lodging/Fees:
● Lodging (specify location):	\$ <u>4,000</u>	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>
● Other Fees (specify):	\$ <u>3,500</u>	
● Total Costs:	\$ _____	

7. Itinerary (attach): Itinerary must identify required activities, total instructional hours, and specific meeting times.

8. List of all participants (attach sheet)
9. Waivers signed by each participant or guardian (Waivers are available on the Instructional Services website.)
10. ☒ Yes Students have been supplied with a copy of the Student Code of Conduct.
11. Mode of transportation: ☒ College Car or Van ☐ Commercial Transportation
☐ Student Vehicles ☐ Other (attach sheet)

Please submit a *Request of Use of College Vehicle* to Facilities if a college car or van is desired, or purchasing requisition to Purchasing if commercial transportation is desired.

Please indicate below the type of transportation requested, if any, so that a copy of the approved Extended Field Trip request can be submitted to the appropriate office in order to release the vehicle(s).

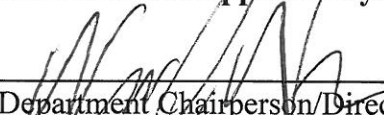
☒ College Car or Van ☐ Commercial Transportation

Additional Requirement for International Extended Field Trip:

12. U.S. Department of State Travel Warnings or Travel Alerts for the Area: ☐ Yes ☐ No
 (http://travel.state.gov/travel/cis_pa_tw/tw/tw_1764.html) Do any exist?
 (If a travel warning or alert exists and you are still requesting the Extended Field Trip, attach an explanation.)

 11/13/17
 Instructor's Signature Date

Reviewed and Approved by:

 11/14/17
 Department Chairperson/Director Date

 11/20/17
 Division Dean Date

Assistant Superintendent/Vice President for Instruction
 (required for Extended Field Trip)

 11/21/17
 Date

Division Office Use

Approved _____ Disapproved _____

1. Original to instructional Services _____
Date _____
2. Copy to Division Dean _____
Date _____
3. Copy to Instructor _____
Date _____
4. Copy to Center Staff _____
Date _____
5. Copy to Building/Grounds Purchasing _____
Date _____

 Date of Governing Board approval

Note to Dean: Please submit original to Instructional Services after approval.

If the class is taught at an Educational Center, please send a copy of this form to the Center staff after approval.

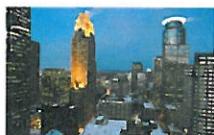
Journalism ACP Trip Proposal
Professor Erin Hiro
Nov. 13, 2017

To Whom It May Concern:

We are respectfully submitting this early so as to avoid missing the deadlines for Governing Board deadlines. Due to the early nature we don't have all of the details.

Here is the information from the Associated Collegiate Press Website.

studentpress.org



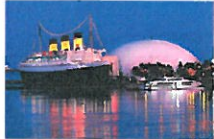
4th Best of the Midwest College Journalism Convention
Feb. 16-18, 2016, Millennium Hotel, Minneapolis

The Best of the Midwest Convention is a gathering of college news journalists and advisers working with print and online media. Associated Collegiate Press prepares about 30 panels of learning sessions, including general topic keynotes, problem-solving breakouts and discussion groups. Other convention activities include ACP's Best of Show contest for general excellence, Best of the Midwest individual contests, a reception and critiques of student news media.

With typical attendance of around 250 delegates, the ACP Best of the Midwest gathering has become an annual place to seek solutions, share success stories and make friends and network with students and advisers from around the greater Midwest region.

PAST CONVENTIONS

MIDWINTER NATIONAL COLLEGE JOURNALISM CONVENTION



34th Annual ACP National College Journalism Convention
March 1-3, 2016, Hyatt Regency, Long Beach, California

The Midwinter National College Journalism Convention is a gathering of college journalists and advisers. Associated Collegiate Press prepares more than 100 practical and professional learning sessions, from high-profile keynotes to specific, problem-solving breakouts, hands-on workshops and discussion groups. Other convention activities include tabletop exhibits from vendors who sell to student media, ACP's Best of Show contest, reception and critiques of student news media.

Relevant sessions for news media, both print and online outlets, are planned to meet the publishing and broadcasting needs of all college and university student media. Some are specifically for college dailies, some for journalists at community colleges and private schools. Whether it's ethics and law, technology and design, advertising and business operations, photography and art, how to use the latest software or just the basics of news writing and reporting, this convention covers all the bases.

With typical attendance of more than 750 and growing fast, the ACP midwinter gathering has become the place to seek solutions to the most challenging publishing and broadcasting problems, share success stories, see what's new in the media marketplace, discover trends and network with students and advisers from the United States, Canada and other countries. ACP sometimes partners with a state or regional association to assist with programming or to hold affiliate events.

Upcoming conventions:

- Feb. 28-March 3, 2016, Hyatt Regency, La Jolla, California
- Feb. 27-March 1, 2017, Hyatt Regency, San Francisco

SUMMER JOURNALISM WORKSHOP

They don't have the cost yet so the budget uses the costs from the previous conference. We will reduce the number of students to make sure we do not go over budget.

BUDGET

This is the budget: We have \$6,900 in Co-Curricular Funds. The rest will come out of our Unrestricted accounts.

	Cost per person	Number of People	Total cost
Co-Curricular Funds			
Registration \$150 per person	\$150	20	\$3,000
Hotel \$200 per room per night	\$200	20	\$4,000
Transportation 2 vans and gas	\$150	2	\$300
Parking	\$40	3	\$120
Adviser food	\$46	6	\$276

\$7,696 Total

List of attendants

We do not have the finalized lists because it will be made up of students in the Journalism 105, 205, 210, 215 classes. But the attendees will come from the newspaper and magazine staffs who are enrolled in those classes. There will be a max of 20 students and advisers.

These students will sign waivers and be given a copy of the Code of Conduct.



Past Conventions

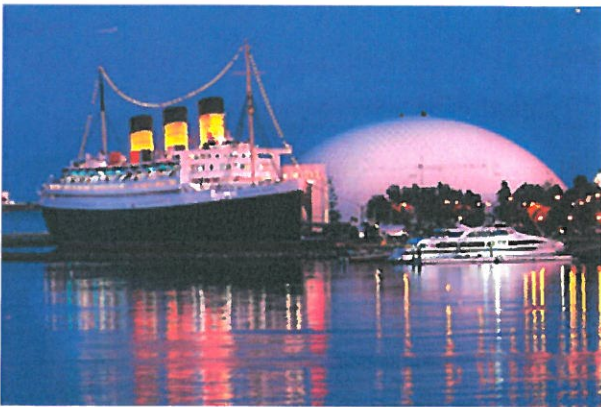
2018 Best of the Midwest College Journalism Convention

Feb. 16-18, 2018 · Millennium Hotel · Minneapolis

The Best of the Midwest Convention is a gathering of college news journalists and advisers working with print and online media. Associated Collegiate Press prepares about 30 practical learning sessions, including general topic keynotes, problem-solving breakouts and discussion groups. Other convention activities include ACP's Best of Show contest for general excellence, Best of the Midwest individual contests, a reception, and critiques of student news media.

With typical attendance of around 250 delegates, the ACP Best of the Midwest gathering has become an annual place to seek solutions, share success stories, discover trends and network with students and advisers from around the greater Midwest region.

. Midwinter National College Journalism Convention



34th Annual ACP National College Journalism Convention

March 1-3, 2018 · Hyatt Regency · Long Beach, California

The Midwinter National College Journalism Convention is a gathering of college journalists and advisers. Associated Collegiate Press prepares more than 100 practical and professional learning sessions, from high-profile keynotes to specific, problem-solving breakouts, hands-on workshops and discussion groups. Other convention activities include tabletop exhibits from vendors who sell to student media, ACP's Best of Show contest, receptions, and critiques of student news media. Breakout sessions for news media, both print and online outlets, are planned to meet the publishing and broadcasting needs of all college and university student media. Some are specifically for college dailies, some for journalists at community

colleges and private schools. Whether it's ethics and law, technology and design, advertising and business operations, photography and art, how to use the latest software or just the basics of news writing and reporting, this convention covers all the bases.

With typical attendance of more than 750 and growing fast, the ACP midwinter gathering has become the place to seek solutions to the most challenging publishing and broadcasting problems, share success stories, see what's new in the media marketplace, discover trends and network with students and advisers from the United States, Canada and often other countries. ACP sometimes partners with a state or regional association to assist with programming or to hold affiliate events.

Upcoming conventions:

- Feb. 28-March 3, 2019, Hyatt Regency, La Jolla, California
- Feb. 27-March 1, 2020, Hyatt Regency, San Francisco

• Summer Journalism Workshop



Workshop Website

ACP/CMA/CMBAM/CBI College Media Mega Workshop
July 12-15, 2018 · University of Minnesota · Minneapolis

Four days that will make a difference.

The 2018 workshops will include the following tracks:

- Advising
- Editorial Leadership
- Storytelling
- Design/Redesign
- Visual Storytelling
- Digital Journalism
- Sports Reporting
- Ad Rep Boot Camp
- Broadcast Management

This workshop is co-located with the CMBAM Ad Manager Workshop.

- Membership
- Resources
- Critiques
- Awards

PALOMAR COLLEGE

COMMUNITY EDUCATION

SUBJECT:

Governing Board approval of new community education offerings to be offered beginning January 2018.

SUMMARY:

Community Education offerings provided by the California Community Colleges are required to be approved by the local Governing Board.

Community Education offerings are provide no credit units and are offered outside the regular college credit and noncredit programs. Students who take Community Education offerings are not permitted to convert their classes for credit. Also, a Community Education offering is not required to be included in the college's catalog and does not generate full-time equivalent student (FTES) apportionment. Palomar College once held many Community Education offerings through the previous "Venture" program, however has not done so for many years.

Community Education offerings charge a participant fee, which fully covers the direct costs of instruction such as the instructor, supplies, field trips, or other offering requirements. Participant fees also cover relevant indirect administrative costs as such as staffing, facilities, advertising, etc. as determined necessary. Each offering will require a different participant fee, depending on the costs associated with running the offering.

New Community Education offerings are reviewed by the Workforce & Community Development Faculty Senate Advisory Group before being forwarded to the Governing Board for approval. Each new offering is proposed by completing a "New Proposal Template" to address market demand, potential overlap with current disciplines and programs, and the instructor. If the instructor is not currently a Palomar College Faculty member, a C.V. or resume is submitted and the instructor is paid as an independent contractor. All proposals require signatures from a discipline expert and the department chair if there is program overlap, as well as a signature from the Associate Dean for Workforce Development and Extended Studies to ensure a budget has been created with an agreed upon target operating margin (typically 40 – 50% of the generated revenue.) At the conclusion of the offering, Community Education offerings and instructors will be evaluated through student evaluations to be reviewed by the Workforce Development and Extended Studies Office.

Each Community Education offering accounts for marketing within the budget and may vary per offering (based on participant fee.) All offerings will be marketed on the Workforce and Community Development web page (<https://www2.palomar.edu/pages/wcd/>), with variations in marketing strategies to include printed flyers, social media advertising and/or community outreach. Offerings may be held on any of the Palomar College campus sites, in addition to external locations with community partners. MOUs will be in place with external location prior to the holding of offerings.

New Community Education Offerings: December 2017

Name of Offering	Offering Description and Goals	Format/Hours	Location	Name of Trainer	Instructor Rate	Participant Fee	Effective
Introduction to Brazilian Martial Art: Capoeira	This workshop is designed to introduce students to the unique martial art form from Brazil. Through lecture, demonstration, and movement participation, students will explore the fundamentals of this multi-faceted art form/self-defense. Goals: Participants will be able to understand the basic fundamentals of a multifaceted unique martial art. They will be introduced to the movement fundamentals, rhythms, and songs that are all a part of Capoeira. By the end of this course students will be able to understand how to warm up their body. They will be able to understand the fundamentals of Capoeira at the beginning level. They will be able to continue to train in Capoeira technique, for those who are not beginners.	Four, one and a half hour workshops on Thursdays with first offering on 1/4/2018.	San Marcos Campus	Elias Fonseca	20% of student fees	\$75	December 13, 2017
Introduction to Near and Middle-Eastern Dance (Belly Dancing)	This workshop is designed to introduce students to the fundamentals of Near and Middle-Eastern Dance. Through lecture, demonstration, and movement participation, students will explore the fundamentals of classical and folkloric traditions. Goals: Participants will be able "to understand the basic fundamentals classical and Folkloric Near and Middle-Eastern Dance. They will be introduced to the movement fundamentals and rhythms that are all a part of this rich tradition. By the end of this course students will be able to understand how to warm up their body. They will be able to understand the fundamentals of Near and Middle-Eastern dance at the beginning level. They will be able to continue to train in Near and Middle-Eastern technique, for those who are not beginners.	Four, one and a half hour workshops on Saturdays with first offering on 1/6/2018.	San Marcos Campus	Sohaila (JoEllen Handlesman)	20% of student fees	\$75	December 13, 2017
Tap for Novices	This workshop is designed to introduce students to the fundamentals of Tap Dance. Through lecture, demonstration, and movement participation, students will explore the fundamentals of classical and contemporary tap dance traditions. Goals: Participants will be able to understand the basic fundamentals classical and contemporary tap dance. They will be introduced to the movement fundamentals, rhythms, and steps that are all a part of this rich tradition. By the end of this course students will be able to understand how to warm up their body. They will be able to understand the fundamentals of tap dance at the beginning level. They will be able to continue to train in tap dance technique, for those who are not beginners.	Four, one and a half hour workshops on Tuesdays and Thursdays with first offering on 1/9/2018.	San Marcos Campus	Valerie Clark	20% of student fees	\$75	December 13, 2017
Advanced Tap Intensive	This workshop is designed to introduce students to Advanced Tap Dance. Through lecture, demonstration, and movement participation, students will explore the advanced techniques of classical and contemporary tap dance traditions. Goals: By the end of this course students will be able to understand how to warm up their body. They will be able to understand the advanced technique of classical and contemporary Tap at the advanced level. They will be able to continue to train in Advanced Tap technique.	Four, one and a half hour workshops on Tuesdays and Thursdays with first offering on 1/9/2018.	San Marcos Campus	Valerie Clark	20% of student fees	\$75	December 13, 2017

Contract Revised on: _____, 2017

PALOMAR COLLEGE
CALIFORNIA ENGLISH SCHOOL
AMENDED CONTRACT

This Amended Contract ("Contract") is made and entered into on the ____ day of _____, 2017 by and between the Palomar Community College District, located at 1140 West Mission Road, San Marcos, California 92069, hereinafter referred to as COLLEGE, and Volente Corporation (dba) California English School, 1140 West Mission Road, San Marcos, CA 92069, hereinafter referred to as CES, for the primary purpose of providing instruction in the English language to students provided by CES, and other instruction or instructional related services that the COLLEGE and CES mutually agree upon during the tenure of this Contract.

IN CONSIDERATION of the covenants, promises and agreements for the parties hereinafter contained, COLLEGE and CES hereby agree to the following:

1. COLLEGE PROVISIONS:

COLLEGE shall provide the following: as outlined in Contract in greater detail, use of COLLEGE land for operation of CES, access to additional auxiliary services, and access to specified COLLEGE services by CES students.

2. CES PROVISIONS:

CES shall arrange for and provide qualified students to attend not-for-credit instruction provided by CES, student housing referrals, clerical support staff, student transportation to and from the airport, office supplies and equipment, preparation of all visa materials, and any other provisions deemed appropriate by the CES and COLLEGE in support of fulfilling the CONTRACT requirements.

CES shall be solely responsible for the supervision, direction and evaluation of the instructors it hires. CES and COLLEGE specifically agree and understand that COLLEGE shall not be deemed a joint employer of said instructors for any purpose.

CES shall be solely responsible for paying the instructors it hires in amounts CES deems appropriate. CES shall be solely responsible for paying all necessary state and federal taxes and withholdings.

CES shall maintain workers' compensation insurance coverage for all of its employees during the term of Contract.

CES agrees to indemnify and hold harmless COLLEGE from any failure to maintain the appropriate workers' compensation insurance coverage and to pay all required state and federal taxes and other withholdings required by law.

CES shall indemnify and hold harmless COLLEGE from any claim against COLLEGE arising from the alleged acts or omissions of the CES as the employer of the CES's employees and independent CESs. The only exception to this requirement is for worker's compensation claims filed by the COLLEGE's current employees who claim work-related injuries or illnesses that arose prior to July 1, 2013.

3. TUTORS:

Upon request from CES, the COLLEGE may provide tutors at a cost, which will include, but not be limited to, the direct cost of instruction plus any indirect costs.

4. STUDENT ROSTERS:

The CES will be responsible for providing the COLLEGE with an accurate student roster on the first day of school and whenever there is a change a weekly basis for the first four weeks of an instructional period and monthly thereafter. In addition, CES will also be responsible for working closely with the COLLEGE's Office of International Education and the office of the Senior Director of Enrollment Services.

5. COMMUNICATION:

Representatives of the CES and the COLLEGE shall meet once per semester or as needed to discuss ongoing issues and planning. Each party will identify liaison personnel to participate in said meetings. Further, CES agrees to maintain with the COLLEGE its current designated contact person, mailing address, phone number, and email address.

6. EVALUATION:

At least once each year, CES will develop and submit to COLLEGE a written evaluation report of the services provided by the English School. At a minimum, CES shall report to COLLEGE the number of students entering the English School during the previous year to the date of report, the number of students completing the English School curriculum and the Students' Satisfaction Surveys of the English School. Such evaluation report shall be the basis for special meetings between representatives of the CES and the COLLEGE for the purpose of improving communication between parties and services provided by the CES.

7. RECRUITMENT, MARKETING/PROMOTIONS AND RELATED MATERIALS:

CES at its own expense will recruit qualified students for the English School. The CES is also responsible for marketing the program and providing all promotional materials. All literature and materials are subject to COLLEGE review and approval prior to distribution or placement in publications either in the United States or in any foreign country.

The COLLEGE may provide publications design and production assistance to the English School at a fair market price upon request. Said materials shall be and will remain the exclusive property of the CES, and no license to produce or reproduce is granted by the CES.

CES may only use the COLLEGE name, logo, and trademark with COLLEGE's specific written approval.

Nothing in this contract shall prohibit the CES and the COLLEGE from developing joint marketing and recruitment activities designed to benefit both parties.

8. DEPARTMENT OF HOMELAND SECURITY AUTHORITY:

It shall be the sole responsibility of the CES to ensure that all immigration documentation is in order for its students, and that all CES students maintain their appropriate Visa status, as required. COLLEGE shall not issue I-20's on behalf of CES. CES shall file its own I-17 Petition and obtain approval to issue I-20 forms and other documents as required by the Department of Homeland Security and applicable Regulations.

9. STUDENT ORIENTATION, BOOK PURCHASE, ETC.:

CES shall arrange in advance with COLLEGE that all newly arrived students will be grouped together for such events as orientation, admissions procedures, and, upon request, book purchases. CES shall coordinate with the COLLEGE for scheduling any group activities as appropriate.

10. ORIENTATION SERVICES:

A. COLLEGE will provide the following orientation services:

Information to CES students on how to access the following services available at COLLEGE:

- Health Services
- Library
- Book Store
- Food Services
- Associated Student Government
- Parking
- Admissions Process to Palomar College including TOEFL administration

B. CES will provide the following orientation services to its students, at a minimum:

- Information on how CES students maintain their F-1 visa status.
- CES Program Specifics
- Information on course selection
- CES Grading process
- CES Specific Services
- Testing/TOEFL testing to be provided by the COLLEGE for a fee
- Housing referrals
- Transportation information
- General acculturation

11. STUDENT FEES:

In addition to the tuition and application fees paid by a student to the CES, Students will be required to pay a health services fee, Tuberculosis testing fee, Student Representative fee, and when applicable, parking fee. The amount of the fees charged will be the same as that paid by regular COLLEGE students.

Additional student services are available, for a fee, to English School students. These include membership in the Associated Student Government, class auditing privileges (as explained in the COLLEGE CATALOG) TOEFL Testing, and academic counseling referrals. The amount of the fees charged will be the same as that paid by regular COLLEGE students.

In the event fees increase by the COLLEGE, the new fee structure will be applicable to all English School students enrolling after the date of such fee changes.

The COLLEGE may choose to offer to CES a package of student services and access to programs for a single fee, to be paid by the CES. All fees referenced in this section are payable by the student directly to the CES.

In addition, CES may collect an additional CES student activity fee from CES students for the purpose of providing a co-curricular program designed to complement instructional activities.

12. TOEFL TESTING:

COLLEGE shall provide TOEFL testing on a group basis for the applicable fee. Arrangements for testing are to be made by the CES through the Office of International Education.

To be admitted as a student to COLLEGE, a CES student must complete all COLLEGE application requirements and achieve a minimum TOEFL score as established by the COLLEGE. In the case that a CES student cannot achieve the COLLEGE's minimum TOEFL score, CES and the Office of International Education of COLLEGE will review the student's achievements and make a joint decision on the student's academic and social readiness for entering COLLEGE.

13. FACILITIES USE FEES AUXILIARY SERVICES:

The CES shall pay to the COLLEGE for providing auxiliary services to CES in accordance with the COLLEGE's current Facilities Usage Fee Schedule, as may be amended from time to time.

14. APPLICATION FEE:

The CES may charge an application fee to prospective CES students in an amount that is no less than the amount CES must pay COLLEGE as outlined below. It shall be the CES's responsibility to collect the application fee from all students applying to enroll in the English School Program. The portion of the application fee to be paid to the COLLEGE for each student shall be:

One through five week term - \$10.00 per student

Six weeks or longer term - \$25.00

(Should the CES increase the application fee paid by the student, the portion of the application fee paid to the COLLEGE is subject to renegotiation.)

15. SCHEDULING OF CLASS SESSIONS/MODULES AND INSTRUCTIONAL HOURS:

Scheduling of sessions or modules shall be done by mutual agreement between COLLEGE and CES. All classes for the English School will be conducted Monday through Friday. No classes shall be conducted on legal or COLLEGE holidays. Saturday and Sunday classes may be scheduled if mutually agreed upon by the respective parties. Hourly scheduling shall be determined by classroom availability.

16. CURRICULUM:

Determination of text books, multi-media aids, software, and related curriculum materials shall be determined solely by the CES.

17. GRADING AND ATTENDANCE:

The grading and attendance procedures for the English School shall be determined by CES in compliance with SEVIS requirements for a student's particular Visa status, and the conditions of CES'S accreditation.

18. STUDENT INFORMATION AND IDENTIFICATION:

CES shall at all times maintain a file in the Office of International Education, containing accurate information on all students currently enrolled in the English School. This information may be kept in either print or electronic form, as mutually agreed by both parties.

19. MINIMUM AND MAXIMUM CLASS SIZE:

It shall be the sole responsibility of the CES to determine minimum and maximum class or section size for effective teaching and learning. It shall be the sole responsibility of the CES to determine, through assessment techniques, the academic levels of entering students and to assign them to appropriate classes or sections to insure effective teaching and learning.

20. CLASS AUDITING:

Students enrolled in the English School may audit any COLLEGE classes in accordance with the COLLEGE'S Catalog.

21. CERTIFICATE OF COMPLETION:

Each student who successfully completes an English School Program will receive a valid certificate of completion on a form determined by CES.

22. PARKING PERMITS:

Student parking permits will be made available to California English School students at the current semester cost for the permit, for those students who wish to use their own private transportation. The permit will be good only for the semester in which it is purchased. The amount of the fee charged will be the same as that paid by regular COLLEGE students.

23. PAYMENTS:

CES shall issue any payments due to the COLLEGE on a monthly basis pursuant to the terms of COLLEGE'S invoices.

24. REFUNDS:

Refunds of tuition paid by a student to the CES shall be the sole responsibility of the CES. Policy and procedures on refunds to students shall be developed by the CES, and a current copy of the policy and procedures shall be placed on file in the COLLEGE's Office of International Education and the office of the Senior Director of Enrollment Services. The COLLEGE shall not be responsible for any refunds to English School students for tuition payments.

Refunds of all COLLEGE related student fees will be in accordance with the COLLEGE'S timelines and policies.

25. OFFICE SPACE, MAIL POSTAGE AND PHONE SERVICES:

The CES will be provided the services of the COLLEGE's mail room, postage meter, duplicating, and telephone services. However, the CES will be required to reimburse the COLLEGE for all postage, duplicating services, and long distance phone calls on a monthly basis. The CES may arrange for additional private telephone and data lines solely at CES's own expense. All CES's staff will be issued at no expense a vendors parking permit for their private vehicles. All other requested services not included in this contract may be negotiated on a case-by-case basis.

26. CHILD CARE SERVICE:

Students enrolled in the English School Program who have small children ages one to six (1-6) may apply to have their children enrolled in the COLLEGE's Early Childhood Education Lab School ("ECELS") at the current child care fee on a space available basis. Children who are enrolled must meet all application and health requirements,

27. CES FURNISHED MODULARS:

CES shall be responsible for providing at the sole expense of the CES two Department of the State Architect (DSA) approved 24' x 40' wooden modulars that will be for the exclusive use of the CES for the sole and exclusive purpose of providing instruction in the English language to students provided by the CES, and other instruction or instructional related services that the COLLEGE and CES mutually agree upon during the tenure of this Contract. In the event CES initiates its voluntary desire to relocate to a different location on the COLLEGE campus from its present location described in paragraph 28 of this Contract, expenses borne by CES shall be, but not limited to the following: site preparation (less \$10,000.00 paid from the COLLEGE'S administrative overhead fee) all electrical, plumbing, sewer, phones, concrete foundations, DSA approved architectural/engineering, tests/inspections and any other expenses that may be necessary to complete the project.

28. LEASE OF DISTRICT PROPERTY AT PRESENT LOCATION:

A. During the tenure of this contract the COLLEGE hereby leases to the CES the property located on Comet Circle north of the future Parking Structure and Police Station, east of the Industrial Technology Building/Child Care Parking, and west of and adjacent to the

COLLEGE'S Nursery and Patron's storage shed. The approximate total square footage is 6,587 square feet.

B. CES shall be responsible at all times while utilizing the leased property to comply with all applicable federal, state, county and city statutes and ordinances. In addition, CES shall also be responsible for complying with all COLLEGE policies and procedures as they apply to the use of the leased property and the operation of the facilities. The property, while being used by the CES, shall be the responsibility of the CES to keep the premises in a clean and environmentally safe condition. The premises shall at all times meet or exceed the COLLEGE beautification and cleanliness standards. The CES shall not add to or modify the approved site condition without first receiving authorization from the COLLEGE'S Director of Facilities.

C. CES shall pay the COLLEGE \$1.00 a year during the lease period. Payments of \$1.00 shall be paid annually in advance.

D. The lease site currently has a water easement that in past years was granted to the Vallecitos Water District. The Water District has granted an encroachment per Attachment "B" but as placed several conditions on the COLLEGE. Therefore, a condition of use shall be an integral part of this agreement and it shall be the CES'S sole responsibility to comply with the following easement encroachment condition.

(1) Maintenance of Encroachment Facilities and Area

CES shall maintain the encroachment facilities and encroachment area at all times in a safe, sanitary and good condition at CES'S sole cost and expense. CES shall promptly perform all maintenance and repair of facilities and encroachment area requested by the Water District from time to time in its sole discretion,

(2) Protection of Water District Facilities in Encroachment Area

All facilities of the Water District in the encroachment area shall be protected by CES as directed by the Water District from time to time in its sole discretion.

(3) Permit for all Damages and Expenses Caused by Encroachment

CES shall pay for all damages of whatever type or nature which may occur to the Water District's easement or facilities within the easement as a result of construction, maintenance, use, repair, removal or relocation of CES'S facilities.

(4) CES shall also pay for all fees and costs incurred by the Water District to remove, demolish or relocate CES'S facilities in order to repair, maintain, replace, relocate or remove Water District's facilities in the easement or to install new facilities in the easement as the Water District may determine at its sole discretion.

(5) Should the Water District determine that CES'S facilities must be relocated, as the Water District may determine in its sole discretion, CES shall pay all fees and costs to remove and relocate these facilities.

(6) All such payments shall be made within thirty (30) consecutive days following receipt of a written demand from the Water District. The written demand shall specify the amount due and the type of losses or expenses incurred. Any amounts not received by the Water District within, this thirty (30) consecutive day period, shall earn interest at the maximum rate authorized by California law.

(7) Indemnity

CES hereby indemnifies the COLLEGE and Water District and their agents, servants, employees, consultants and officers from any and all loss, damage or expense to any persons, entities or property caused by or related to the encroachment. This indemnity shall include all COLLEGE and Water District attorney's fees and court costs if the COLLEGE and Water District are named as a party in any litigation related to the encroachment.

(8) District Not Liable for Damage to Encroachment or Encroachment Area

The COLLEGE and Water District shall not be liable for any damages whatsoever to the encroachment facilities or encroachment area related in any way to the Water District's construction, use, repair, replacement or relocation of any Water District facilities within the easement.

(9) Other Uses Forbidden

CES is limited to the specific encroachment area and facilities granted by this agreement. No other encroachment is permitted without the express prior written consent of the Water District.

(10) Prior Rights

This agreement shall not alter, modify or terminate, in any way, any of the prior rights of Water District to use of the easement in accordance with its terms. CES shall not be considered as acquiring any permanent interest of any kind or nature in the easement which is inconsistent with the rights of the Water District.

29. WATER DISTRICT ENCROACHMENT:

A copy of the Vallecitos Water District Agenda Item 1.9 for the February 5, 1992 Water Board Meeting is herewith incorporated as an integral part of this contract and shall be identified as part of Attachment "A".

30. RESERVATION OF RIGHT TO RELOCATE LEASE OF DISTRICT PROPERTY:

COLLEGE reserves the right upon reasonable notice and at COLLEGE's sole expense to pay for the cost of relocating CES's facilities, including CES's trailer and contents, to a different location on the COLLEGE's campus. In such an event, all other terms and conditions of Contract, as applicable, remain in full force and effect.

31. TERMINATION:

This agreement may be terminated by either party in the event of any break of any provision of this agreement or in the event of substantial failure of performance by the other party providing the damaged party has issued a written cure notice and the cure notice is not favorably responded to within seven (7) days. The damaged party may then issue a written termination for default that may become effective within 30 days from the date of the default notice. All notices shall be mailed certified return receipt requested. In the event this contract is for any reason terminated, CES shall be responsible for the removal of the modulus (trailers) from the COLLEGE'S property within thirty (30) days of termination at the sole expense of the CES, and return the leased property in a clean and orderly fashion to the COLLEGE.

32. FUTURE GROWTH:

All classes conducted pursuant to Contract are to be conducted in the CES'S facilities located on the San Marcos campus. In the event the English School outgrows its existing classroom facilities, the COLLEGE will endeavor to provide existing classrooms on a space available basis, in accordance with COLLEGE's then current Facilities Usage Fee Schedule, provided such scheduling does not conflict with regular COLLEGE class scheduling. COLLEGE and CES agree that COLLEGE is obligated to accept students under this contract only to the extent that classes for students enrolled in the program may be housed in the existing available English School facilities or COLLEGE classrooms as available.

33. STUDENT ARRANGEMENTS ABROAD:

CES shall be responsible for arranging with other foreign agencies in recruiting students for the English School. CES hereby acknowledges and agrees that the COLLEGE shall not be in any way responsible for recruiting and transporting students desiring to enroll in the English School. The COLLEGE may choose to participate with the English School in joint venture marketing.

34. INDEMNIFICATION:

CES agrees to indemnify, defend and save harmless, COLLEGE, its trustees, officers, agents, and employees from and against (1) any and all claims, demands, losses, expenses, cost damages or liability of any kind or nature (including attorney's fees and litigation costs) which COLLEGE, its trustees, officers, agents, employees and any English School student participants or CES'S employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of or in any manner connected with the CES'S performance under the terms of this contract including an occurrence arising out of the operation, maintenance or use, including loading and unloading, of hired automobile, watercraft or aircraft; or (2) any other claim demands, loss, expense, cost, damage, or liability of any kind.

35. INSURANCE:

Without limiting CES'S indemnification, it is agreed that CES shall maintain in force at all times during the performance of this Agreement, the following policy or policies of insurance issued by insurance companies admitted to do business in the State of California rated A:X or

better which shall include coverage for activities taking place in countries where the English School participants originate their trip.

COVERAGE	MINIMUM LIMITS
Comprehensive General/Personal	\$1,000,000.00 each Injury Liability Occurrence
Non-Owned Business Automobile	\$1,000,000.00 Liability
Errors and Omissions	\$1,000,000.00

Worker's Compensation Statutory Limits as set forth by law CES'S liability insurance policy or policies shall contain the following clauses:

- (1) "COLLEGE shall be named as an additional insured as respects operations of the named insured performed under contract with the COLLEGE, entered into on August 15, 1994 by and between COLLEGE and California English School, Inc. out of the United States for claims and, occurrences within or beyond the Continental United States regardless of where the claim is filed."
- (2) "This insurance shall not be suspended, canceled, voided, reduced in coverage or in limits or non-renewed until after thirty (30) days written notice has been given to COLLEGE."
- (3) "This policy shall provide coverage for claims brought in or out of the United States for claims and occurrences within or beyond the Continental United States regardless of where the claim is filed."
- (4) "Certificates of Insurance and endorsements to the insurance policy or policies evidencing the insurance required by the clauses set forth above shall be filed with the COLLEGE prior to the effective date of this Contract."

Failure on the part of the CES to procure or maintain required insurance shall constitute a material breach of contract upon which the COLLEGE may immediately cancel, terminate, or suspend this Contract.

36. EXCLUSIVE CONTRACT:

The CES and the COLLEGE hereby agree that during the term of this Contract, and any extension thereof, either party may enter into a contract for similar services (English School) with another school or agency, except that CES may not enter into any other contract or subcontract with another party or agency to provide English language instruction on COLLEGE'S campuses..

37. NO ASSIGNMENT OF ESSENCE/HEIRS AND ASSIGNS:

This Contract is for the particular services of CES and shall not be assignable by CES in whole or in part without the prior written consent of COLLEGE. Time is of the essence on the performance of each and every provision of this Contract. The provisions of the Contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto or of any third party beneficiaries of this Contract.

38. NO MODIFICATIONS OF CONTRACT:

This Contract constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between CES and COLLEGE for any English School Services that are not set forth herein shall be binding upon the COLLEGE. No waiver, modification amendment of any provision of this Contract shall be effective unless it is in writing and signed by person duly authorized to so sign by the party against whom enforcement of such waiver, amendment or modification is sought in a document that specifically refers to this Contract.

39. NOTICES:

Any official notices required or permitted hereunder shall be given in writing to the appropriate party at the address noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the appropriate party named below, or upon mailing by certified or registered mails shall be deemed given five (5) days after the date of such Mailing.

To COLLEGE:

Palomar College
1140 West Mission Road
San Marcos, CA 92069

Attention:

- (1) Assistant Superintendent/Vice President, Finance and Administrative Services,
- (2) Assistant Superintendent/Vice President, Student Services

To CES:

Volente Corporation (DBA) California English School
1140 West Mission
San Marcos, CA 92069

Attention:

Yumi Kishimoto, Owner/CEO
Ko Kishimoto, Owner

Further, CES shall provide and maintain the current contact information of its designated representative (name, phone number, and email address) so that COLLEGE can notify CES of events on campus which require prompt and immediate notice to CES.

40. EXHIBITS:

All exhibits are incorporated into and became a part of the Contract between the CES and COLLEGE. In the event of a conflict between any of the terms and conditions set forth in the Exhibits and the Terms and Conditions set forth in the body of the contract, Terms and Conditions as set forth in the body of this Contract shall prevail.

41. TERM OF CONTRACT:

This Contract shall be effective on the date noted in the first paragraph when signed by CES and COLLEGE and shall continue in full force and effect until December 31, 2017 as described hereinafter. Contract will automatically terminate on June 30, 2018, unless CES obtains accreditation by the Commission on English Language Program Accreditation or the Accrediting Council for Continuing Education and Training so that it may operate English Language Training Courses on COLLEGE's campus.

Contract shall automatically be extended for one additional 4 ½ year (54 month) period from July 1, 2018 through and including December 31, 2022 under the same terms and conditions of Contract as set forth herein, provided that CES has achieved accreditation from Commission to

provide English Language Training Courses and maintains such Commission accreditation for the duration of the term of Contract or any extensions of Contract. CES must provide sufficient proof that it is applying for accreditation from Commission on or before December 1, 2017 and further provide prompt notice to COLLEGE in the event Commission accreditation application is denied terminated.

The parties agree to review Contract in the Spring of 2022, 2024 and 2026. At the first meeting in March of 2022, the parties will discuss a 2-year extension of Contract, extending the Contract from December 31, 2022 (when it will otherwise be set to expire after the 5-year extension, to December 31, 2024). At this meeting, the COLLEGE and CES will review whether the parties business relationship is harmonious and mutually beneficial. Specifically, COLLEGE will consider the following factors: CES's maintenance of accreditation; number of students transferring to the COLLEGE from CES; CES's maintenance of insurance; and payment to COLLEGE for providing auxiliary services to CES in accordance with the COLLEGE's Facilities Usage Fee Schedule. The amounts of the lease and fees shall be negotiated and will take into consideration the number of students who are transferring from CES to the COLLEGE.

The parties will meet again in the Spring of 2024 to discuss another 2-year extension, and in the Spring of 2026 to discuss a final 1-year extension. Extensions will be based on the same factors discussed in the Spring of 2022.

Assuming all of the extensions occur, the extensions will cumulatively extend the term of Contract for a total of five more years from December 31, 2022 to December 31, 2027. At the follow-up meetings in 2024 and 2026, the parties will consider the same criteria set forth above.

If the Contract remains mutually beneficial, the COLLEGE will not unreasonably withhold its approval in granting the extensions. Additionally, if the Contract remains mutually beneficial in 2027, the parties shall meet in the Spring of 2027 to discuss further extensions of the Contract.

Providing that a general agreement is reached, it shall not be necessary for the Governing Board of the COLLEGE to take formal action adding additional years to the term of the Contract through December 31, 2027. However, if the parties are not in agreement at the annual review that the Contract shall be extended for the additional years discussed above, and/or one or both of

the parties decides to exercise its option to terminate the Contract, this decision shall be submitted to the Governing Board of the COLLEGE for its approval.

The termination or expiration of this Contract shall not relieve any party from any liability arising from any breach of this Contract, and any action for a breach hereof shall survive for the applicable statute of limitation.

It is expressly understood by and between the DISTRICT and CES that any change either in management or of ownership of shares of CES, a corporation organized under the laws of State of California, is not material to this contract, and will not be cause for modification or termination of this agreement between CES and the DISTRICT, or construed to be a breach of this agreement.

42. ARBITRATION:

A. Selection of JAMS Arbitrator:

Mindful the high cost of litigation, not only in dollars but also in time and energy, the parties intend to and do hereby establish an out-of-court dispute resolution procedure to be followed in the event any controversy should arise out of or relate to any aspect of this Contract.

In the event any controversy, claim or dispute arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including determination of the scope or applicability of this agreement to arbitrate ("The Dispute"), the parties hereto shall use their best efforts to resolve their differences. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within 30 days, upon written notice by either party to the other, the Dispute shall be determined by arbitration administered by JAMS in accordance with its applicable rules.

Arbitration shall occur in the County of San Diego, State of California, in accordance with the laws of the State of California, for agreements made and to be performed in California. Arbitration shall be before a sole arbitrator mutually agreed upon or from a list of five arbitrators selected by the parties by the alternate striking of names with the last unstruck name selected as the arbitrator to resolve The Dispute. Judgment on the award may be entered in any court having jurisdiction.

B. Discovery:

All of the provisions of CCP § 1283.05, as well as any amendments or revisions thereto, are incorporated into this agreement.

C. Powers of Arbitrator:

The arbitrator shall have the full power to make such orders, rules and regulations as he or she shall deem just and inexpedient in respect to any procedure or matter involved in the arbitration. However, the arbitrator shall not have the authority to add to, subtract from, disregard, alter, delete or modify any of the terms of this Contract.

The arbitrator's decision shall be final.

The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties, and to order that either party shall have access to and be permitted to inspect and make copies thereof.

The arbitrator shall have the power to order and direct what he or she shall deem necessary to be done by either of the parties relating to the matters in dispute. The arbitrator shall have the authority and power to proceed ex parte in the event that either party fails, after reasonable notice, to attend hearings before him or her.

The arbitrator may grant any remedy or relief the arbitrator deems just and equitable and within the scope of the agreement of the parties, including but not limited to interim awards, provisional remedies, temporary injunctive relief, declaratory relief, damages and injunctive relief.

The arbitrator may in his or her discretion if he or she deems it just and equitable, award any form of equitable or legal relief that a party could recover in a court action, including injunction, orders for specific performance, declaratory relief or damages.

The initial cost of the arbitration shall be split by the parties, but arbitrator may, in his or her discretion, award costs of the arbitration to the prevailing party. In all cases, each side shall bear their own attorney fees in connection with the arbitration.

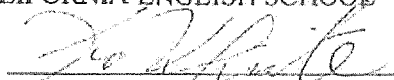
Any controversy concerning whether a dispute arising under this agreement is arbitrable shall be determined by the arbitrator and not by the court.

43. CONTROLLING LAW:

This Contract is made in the State of California and its terms and conditions shall be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, CES and COLLEGE have executed this Contract to be effective on the day and year first written above.

VOLENTE CORPORATION (dba)
CALIFORNIA ENGLISH SCHOOL

By: 
Ko and/or Yumi Kishimoto, CES Owners

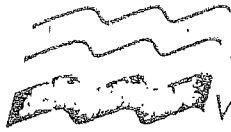
PALOMAR COMMUNITY COLLEGE
DISTRICT

By: _____
Joi L. Blake, Ed. D.
Superintendent/President
Palomar Community College District

Note: In the event person executing contract is not an officer of the Corporation, attach certificate authorizing the execution of contracts on behalf of the Corporation.

ORIGINAL CONTRACT APPROVED BY THE COLLEGE'S GOVERNING BOARD ON:

_____.



VALLECITOS
Water District

A Public Agency

733 San Marcos Blvd.
San Marcos, CA 92068

Date: February 5, 1992
To: Board of Directors
Subject: REQUEST FOR ENCROACHMENT PERMIT PALOMAR COMMUNITY
COLLEGE DISTRICT

Palomar Community College District, has requested an encroachment into a District sewer easement. The project is located at 1140 W. Mission Rd.

The encroachment is for two wooden landings for new trailers that are being installed on the property. In addition an asphalt ramp will be constructed perpendicular to the easement between the two buildings. Staff has reviewed plans and approved the method of encroaching into the District's easement.

Pursuant to the encroachment agreement, any costs associated with damage to the encroachments during repair of a main line break would be borne by the owner, not the District.

Staff recommends approval of the Encroachment Permit.

H:\Data\wp\csbdoc\bagenda\encroac1.wpf

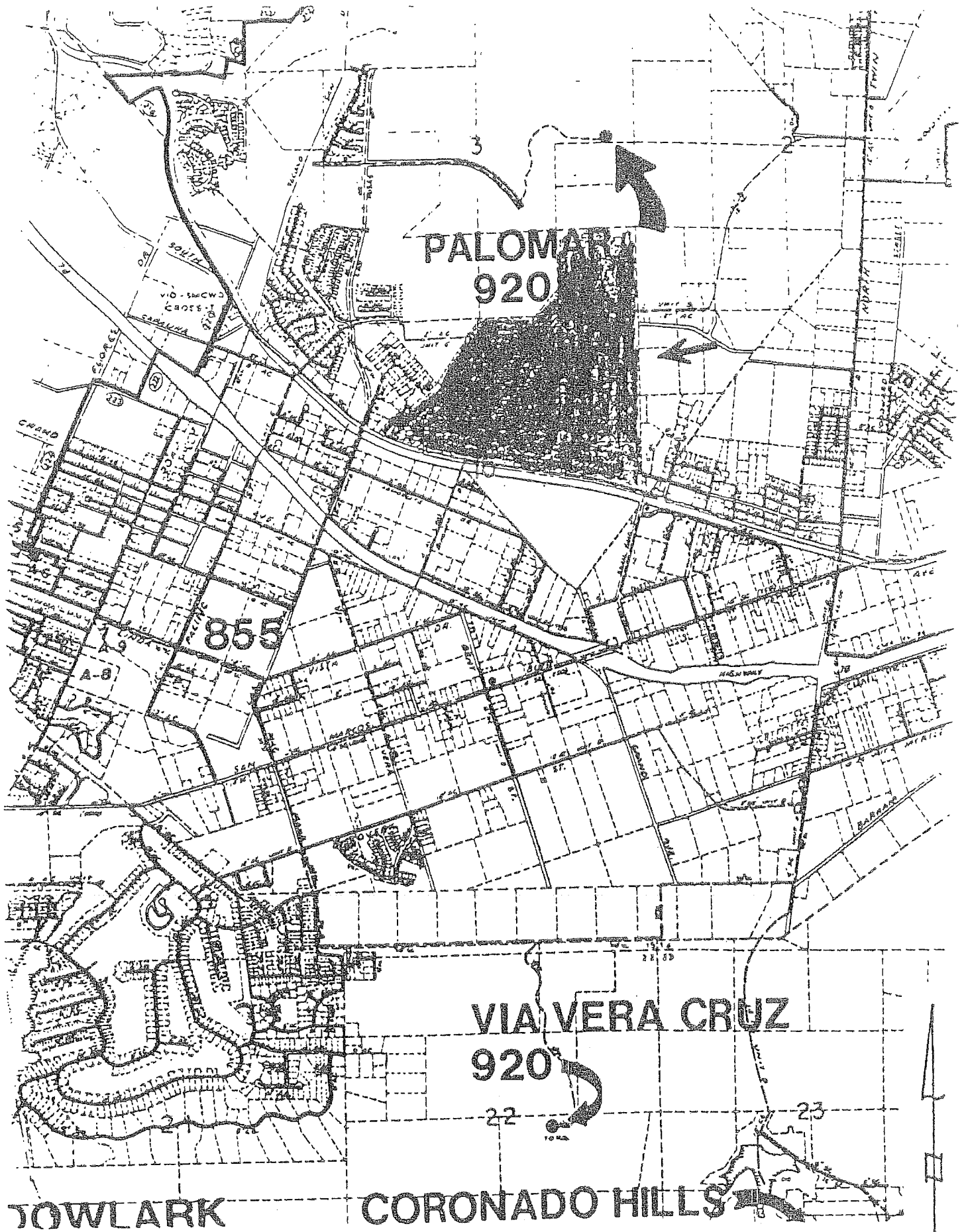
PALOMAR
920

855

VIA VERA CRUZ
920

TOWLARK

CORONADO HILLS



AGENDA FOR THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE VALLECITOS WATER DISTRICT
FEBRUARY 5, 1992, AT 4:30 PM AT THE DISTRICT OFFICE
788 SAN MARCOS BOULEVARD, SAN MARCOS, CALIFORNIA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA FOR THE REGULAR MEETING OF FEBRUARY 5, 1992

In the case of an emergency, items may be added to the agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage; a crippling disaster; or other activity which severely imperils public health, safety, or both. Also, items which arise after the posting of the Agenda may be added by a two-thirds vote of the Board of Directors.

ORAL COMMUNICATIONS

Persons wishing to address a matter not on the Agenda may be heard at this time; however, no action will be taken until the matter is placed on a future agenda in accordance with Board policy.

NOTICE TO PUBLIC

All matters listed under the consent calendar will be voted upon by one motion. There will be no separate discussion of these items, unless a Board Member or member of the public requests that a particular item(s) be removed from the Consent Calendar, in which case it will be considered separately under New Business.

IF ANYONE WISHES TO SPEAK WITH THE BOARD ABOUT ANY CONSENT CALENDAR MATTER(S), PLEASE STEP TO THE LECTERN, STATE YOUR NAME, ADDRESS, AND APPROPRIATE ITEM NUMBER(S).

CONSENT CALENDAR

1.1 APPROVAL OF MINUTES (pp. 1-8)

JANUARY 15, 1992, REGULAR MEETING
JANUARY 23, 1992, ADJOURNED MEETING

1.2 FINANCIAL REPORT (pp. 9-26)

- A. WARRANTS ISSUED THROUGH FEBRUARY 5, 1992--\$ 472,916.43
- B. FUND TRANSFERS--\$ 78,795
- C. WATER AND SEWER RESERVE FUND--NOVEMBER 1991
- D. WATER AND SEWER OPERATIONS/MAINTENANCE THROUGH NOVEMBER 1991
- E. WATER USAGE REPORT--DECEMBER 1991

Agenda
Regular Meeting of February 5, 1992
Page Three

REPORTS

- 4.1 GENERAL MANAGER (pp. 109-110)
- 4.2 DISTRICT COUNSEL
- 4.3 DISTRICT ENGINEER
- 4.4 SDCWA/MWD
- 4.5 ENCINA

OTHER BUSINESS

- 5.1 MEETINGS (pp. 111-120)
 - A. California Xeriscape Foundation/Southern California Xeriscape Comm.
Celebration of Trees in the Suburban Forest\
February 21-23, 1992
Disneyland Hotel
Anaheim, CA
 - B. American Water Works Association
Annual Conference and Exposition
June 18-22, 1992
Hyatt Regency
Vancouver, B.C.
- 6.1 ITEMS FOR SUBSEQUENT MEETINGS
- 7.1 CLOSED SESSION PURSUANT TO THE PROVISIONS OF SECTION 54956.8 OF THE
GOVERNMENT CODE OF THE STATE OF CALIFORNIA (REAL ESTATE NEGOTIATION)
- 8.1 ADJOURNMENT

AFFIDAVIT OF POSTING

I, Shirlee A. Weaver, Executive Secretary of the Board of Directors of the Vallecitos Water District, hereby certify that I caused the posting of this Agenda in the lobby of the District Office at 788 San Marcos Boulevard at 2:00 pm.

DATE: January 30, 1992

Shirlee A. Weaver

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON 08-07-1991
DOCUMENT NUMBER 1991-007783
ANNETTE EVANS, COUNTY CLERK
SAN DIEGO COUNTY RECORDER'S OFFICE

RECORDING REQUESTED BY:

VALLECITOS WATER DISTRICT
788 W. SAN MARCOS BOULEVARD
SAN MARCOS, CALIFORNIA 92069

AFTER RECORDING RETURN TO:

VALLECITOS WATER DISTRICT
788 W. SAN MARCOS BOULEVARD
SAN MARCOS, CALIFORNIA 92069

VALLECITOS WATER DISTRICT
ENCROACHMENT PERMIT

THIS AGREEMENT is entered into by and between the VALLECITOS WATER DISTRICT, organized and existing pursuant to the County Water District Law, California Water Code §30000 et. seq. (hereinafter "DISTRICT") and Palomar Community College District (hereinafter "PERMITTEE").

R-E-C-I-T-A-L-S

1. THE DISTRICT presently holds title to an easement as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

2. PERMITTEE desires to encroach upon this easement.

3. The parties agree that PERMITTEE shall be entitled to encroach upon this easement only to the extent and in the manner specified in this Agreement. No other encroachment shall be allowed without the express prior written consent of the DISTRICT.

C-O-V-E-N-A-N-T-S

1. Permission to Encroach on Easement. PERMITTEE is hereby granted permission to encroach upon the easement described in Exhibit "A", attached hereto and incorporated herein by reference, in the manner specified in Exhibit "B" subject to all conditions specified in Exhibit "B" and subject to all terms of this Agreement.

2. Limitations of Rights Granted to PERMITTEE. Rights being granted to PERMITTEE in accordance with this Agreement shall extend only to such rights as the DISTRICT may grant to PERMITTEE in accordance with the terms of the easement presently held by DISTRICT. PERMITTEE shall be solely responsible for verifying that the rights being granted by DISTRICT may be granted to PERMITTEE in accordance with the terms of the DISTRICT's easement.

3. Construction of Encroachment. PERMITTEE shall be solely responsible for all fees, costs and expenses of whatever type or nature associated with construction of the encroachment. The DISTRICT shall be notified at least forty-eight (48) hours prior to commencement of construction of the encroachment and shall be permitted to inspect and approve all encroachment construction. All encroachment construction shall be carried out as specified by the DISTRICT in its sole discretion.

PERMITTEE shall pay all costs of the DISTRICT including, but not limited to, the costs of inspection, administration, legal fees and engineering relating to the construction and exercise of permission granted to PERMITTEE by this Agreement.

4. Maintenance of Encroachment Facilities and Area. PERMITTEE shall maintain the encroachment facilities and encroachment area at all times in a safe, sanitary and good condition at PERMITTEE's sole cost and expense. PERMITTEE shall promptly perform all maintenance and repair of the facilities and encroachment area requested by the DISTRICT from time to time in its sole discretion.

5. Protection of DISTRICT Facilities in Encroachment Area. All facilities of the DISTRICT in the encroachment area shall be protected by PERMITTEE as directed by the DISTRICT from time to time in its sole discretion.

6. Permit for all Damages and Expenses Caused by Encroachment. PERMITTEE shall pay for all damages of whatever type or nature which may occur to the DISTRICT's easement or facilities within the easement as a result of construction, maintenance, use, repair, removal or relocation of PERMITTEE's facilities.

PERMITTEE shall also pay for all fees and costs incurred by the DISTRICT to remove, demolish or relocate PERMITTEE's facilities in order to repair, maintain, replace, relocate or remove DISTRICT's facilities in the easement or to install new facilities in the easement as the DISTRICT may determine in its sole discretion.

Should the DISTRICT determine that PERMITTEE's facilities must be relocated, as the DISTRICT may determine in its sole discretion, PERMITTEE shall pay all fees and costs to remove and relocate these facilities.

All such payments shall be made within thirty (30) consecutive days following receipt of a written demand from the DISTRICT. The written demand shall specify the amount due and the type of losses or expenses incurred. Any amounts not received by the DISTRICT within this thirty (30) consecutive day period, shall earn interest at the maximum rate authorized by California law.

7. Indemnity. PERMITTEE hereby indemnifies the DISTRICT and its agents, servants, employees, consultants and officers from any and all loss, damage or expense to any persons, entities or property caused by or related to the encroachment. This indemnity shall include all DISTRICT attorney's fees and court costs if the DISTRICT is named as a party in any litigation related to the encroachment.

8. DISTRICT not Liable for Damage to Encroachment or Encroachment Area. The DISTRICT shall not be liable for any damages whatsoever to the encroachment facilities or encroachment area related in any way to the DISTRICT's continued use of the easement or as a result of the DISTRICT's construction, use, repair, replacement or relocation of any DISTRICT facilities within the easement.

9. Other Uses Forbidden. PERMITTEE is limited to the specific encroachment area and facilities granted by this Agreement. No other encroachment is permitted without the express prior written consent of the DISTRICT.

10. Prior Rights. This Agreement shall not alter, modify or terminate, in any way, any of the prior rights of DISTRICT to use of the easement in accordance with its terms. PERMITTEE shall not be considered as acquiring any permanent interest of any kind or nature in the easement which is inconsistent with the rights of the DISTRICT.

11. General Conditions. The encroachment shall be subject to each of the following general conditions:

11.1 A minimum clearance of 3.8' feet shall be maintained between the DISTRICT's facilities and the approved encroachment facilities.

11.2 A minimum cover of 3 feet and a maximum cover of 3 feet shall be maintained over the DISTRICT's facilities.

11.3 No heavy equipment is permitted on the easement.

11.4 The existing ground level over the DISTRICT's facilities shall not be changed without the prior written consent of the DISTRICT.

11.5 No blasting shall be permitted without the prior inspection and approval of the DISTRICT.

12. Termination. Violation of any of the terms of this Agreement by PERMITTEE shall constitute a material breach of this Agreement entitling the DISTRICT to terminate this Agreement, in addition to such other relief as may be afforded by applicable law. Upon receipt of notice of termination from the DISTRICT, PERMITTEE shall promptly remove all encroachment facilities and restore the encroachment area in the manner directed by the DISTRICT in its sole discretion. All fees, costs and expenses of removal and restoration shall be paid solely by PERMITTEE.

13. Agreement as Covenant Running with Land and Binding on Successors. The parties expressly agree that this Agreement shall be construed as a valid and binding equitable servitude and covenant running with the land which shall be binding upon the heirs, personal representatives, successors, assigns or transferees of the parties hereto. The parties expressly waive the right to challenge the enforceability of this Agreement as a legal and binding equitable servitude and covenant running with the land in any subsequent arbitration or litigation between the parties or their successors.

14. Attorney's Fees. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees and court costs in addition to such other relief as may be afforded by applicable law.

15. Law Applied. The validity, interpretation, construction and performance of this Agreement shall be construed under the laws of the State of California and the applicable rules and regulations of the DISTRICT.

16. Venue. In the event of any arbitration or litigation to interpret or enforce the terms of this Agreement, venue shall lie only in the state or federal courts in or nearest to the North County Judicial District, County of San Diego, State of California.

17. No Warranties. There are no warranties or representations of any kind being made.

18. Modification. This Agreement shall not be altered in whole or in part except by a modification in writing executed by both parties to this Agreement.

19. Meaning of "PERMITTEE". The word "PERMITTEE" as used in this Agreement shall mean the PERMITTEE or any person or entity deriving any interest in this encroachment permit from PERMITTEE or its successors-in-interest.

20. Attorney Representations. The PERMITTEE acknowledges that this Agreement has been prepared by SMITH & PELTZER, A.P.C., who represents only the DISTRICT. The PERMITTEE is hereby notified to seek the advice of independent counsel concerning this Agreement and its terms. PERMITTEE acknowledges that PERMITTEE has had the opportunity to do so prior to executing this Agreement.

21. Effective Date. The effective date of this permit is

February 5, 1992

22. Board of Directors' Approval. This Agreement is executed by the DISTRICT pursuant to Board action on February 5, 1992.

Dated: February 5, 1992

"DISTRICT"
VALLECITOS WATER DISTRICT
By Lionel G. Burton
President
Board of Directors

ATTEST:

Dated: February 5, 1992

By William W. Rucker
WILLIAM W. Rucker
Secretary
Board of Directors

"PERMITTEE"

Dated: _____, 19__

By _____

Dated: January 29, 1992

By Bryant L. Guy
Bryant L. Guy
Contracts & Special Projects Manager

SIGNATURE of BRYANT L. G.
1/29/92



ALL-PURPOSE ACKNOWLEDGMENT

NO 205

State of California
County of San Diego

On 2-5-92 before me, Shirlee A. Weaver, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Lionel G Burton / William W. Rucker
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Shirlee A. Weaver
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S)
☐ CORPORATE OFFICER(S) _____ TITLE(S) _____
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ SUBSCRIBING WITNESS
☐ GUARDIAN/CONSERVATOR
☒ OTHER: President
Secretary

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Vallecitos Water
District

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document VWD Encroachment Permit
Number of Pages Seven (7) Date of Document 2-5-92
Signer(s) Other Than Named Above Bryant L. Guy

© 1991 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave. • P.O. Box 7184 • Canoga Park, CA 91304-7184

ALL-PURPOSE ACKNOWLEDGMENT

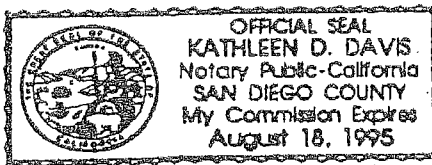
No 5179

State of CALIFORNIA
County of SAN DIEGO

On 1/29/92 before me, Kathleen D. Davis, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Bryant L. Guy
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Kathleen D. Davis
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☒ CORPORATE Director of
OFFICER(S) Contract Service TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Palomar Community College

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Encroachment Permit
Number of Pages 8 Date of Document 1/29/92
Signer(s) Other than Named Above _____

EXHIBIT "B"

1. Encroachment Facilities:

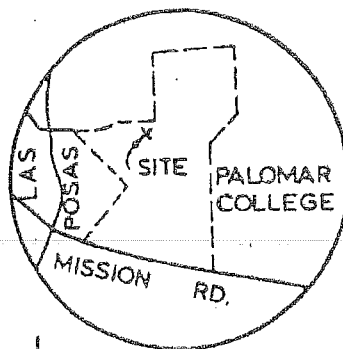
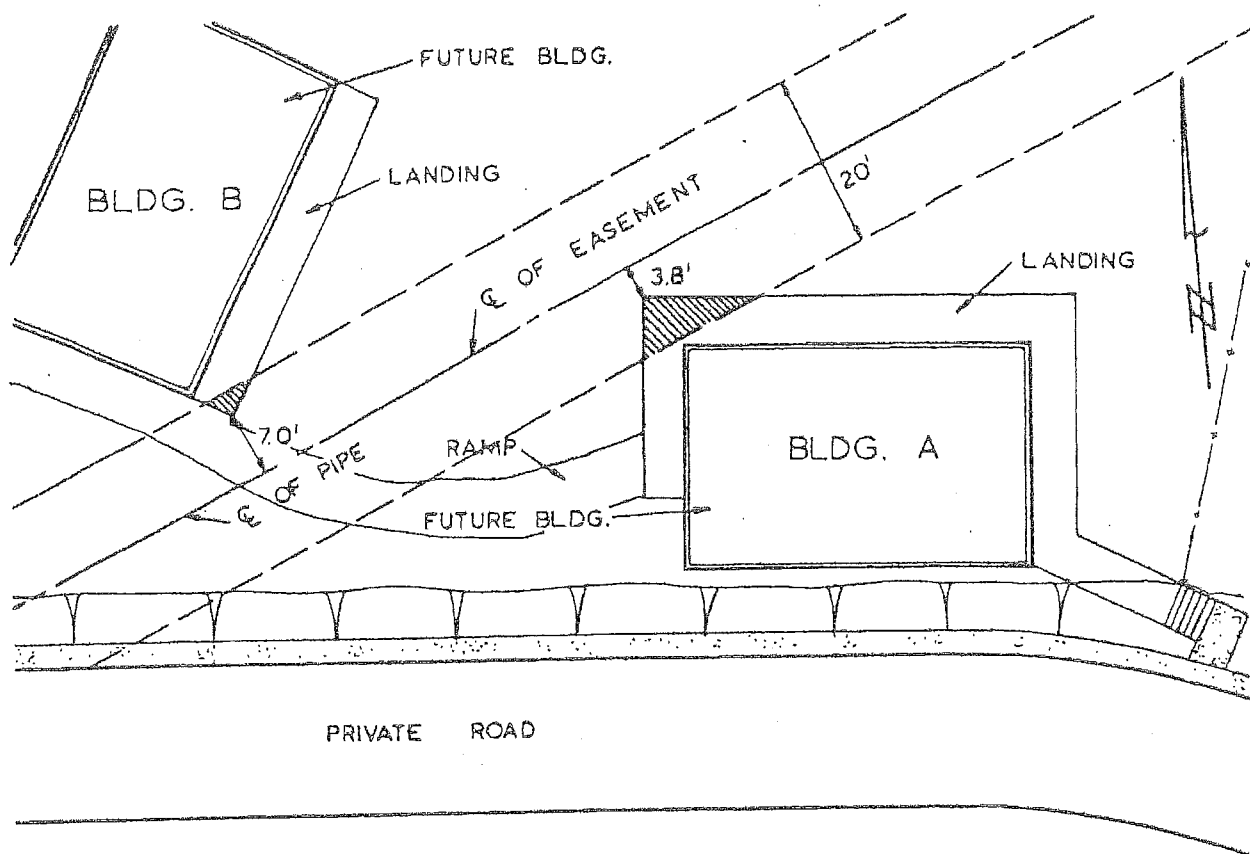
- 1) Two Wooden Landings for Trailers to be placed within District Easement approximately 3.8' and 7' from existing pipe
- 2) Asphalt Ramp constructed perpendicular to the easement between the two proposed buildings.

2. Encroachment Area:

- 1) Two Wooden Landings for trailers approximately 3.8 feet and 7 feet from existing pipe. See attached exhibit
- 2) Asphalt ramp perpendicular to easement. See attached exhibit

3. Special Conditions of Encroachment:

All facilities that encroach into the District easement must remain above ground.



VICINITY MAP

NO SCALE

Exhibit "B"

VALLECITOS WATER DISTRICT

Date: 1-30-92

Scale: NONE

A.P.N.

ENCROACHMENT PERMIT

PALOMAR COLLEGE

Drawn By: P. C.

Doc. No.

ACREAGE:

PALOMAR COLLEGE

SUBJECT: Board Policies

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

The following Board Policies have undergone review through the Participatory Governance Process. These items are presented here for **first reading**:

Policy Number	Title	Comments
Chapter 1 (all inclusive)		
BP 1100	The District	SPC approved 12/5/17
BP 1200	District Mission	
BP 1300	Educational Philosophy	
Chapter 2 (all inclusive)		
BP 2010	Governing Board Membership	
BP 2015	Student Trustee	
BP 2100	Governing Board Elections	
BP 2105	Election of Student Trustee	
BP 2110	Vacancies on the Governing Board	
BP 2200	Board Duties and Responsibilities	
BP 2210	Officers	
BP 2220	Committees of the Governing Board	
BP 2305	Annual Organizational Meeting	
BP 2310	Regular Meetings of the Governing Board	
BP 2315	Closed Sessions	
BP 2320	Special and Emergency Meetings	
BP 2330	Quorum and Voting	
BP 2340	Agendas	
BP 2340	Agendas	
BP 2345	Right to Public Participation	
BP 2350	Speakers	
BP 2355	Decorum/Conduct	
BP 2360	Minutes	
BP 2365	Recording	
BP 2410	Policy Making Authority and Administrative Procedures	
BP 2430	Delegation of Authority to the Superintendent/President	
BP 2431	Superintendent/President Selection	
BP 2432	Superintendent/President Succession	
BP 2435	Evaluation of the Superintendent/President	
BP 2510	Participation in Local Decision Making	
BP 2610	Presentation of Initial Collective Bargaining Proposals	
BP 2710	Conflict of Interest	
BP 2715	Code of Ethics/Standards of Practice	
BP 2716	Political Activity	
BP 2717	Personal Use of Public Resources	
BP 2720	Communications among Governing Board Members	

Policy Number	Title	Comments
BP 2725	Governing Board Member Compensation	SPC approved 12/5/17 ↓
BP 2730	Health Benefits	
BP 2735	Governing Board Member Travel	
BP 2740	Governing Board Education and New Trustee Orientation	
BP 2745	Governing Board Self-Evaluation	
BP 2750	Board Member Absence from the State	
Chapter 3 (misc.)		
BP 3225	Institutional Effectiveness	

THE DISTRICT

REV 9/1/17

BP 1100 THE PALOMAR COMMUNITY COLLEGE DISTRICT**References:**

Education Code Section 72000(b)

~~Elections Code Section 18304~~

The District has been named the Palomar Community College District.

The name is the property of the District. No person shall, without the permission of the Board, use this name or the name(s) of any college(s) or other facilities of the District, or any abbreviation of them, to imply, indicate or otherwise suggest that an organization, product or service is connected or affiliated with, or is endorsed, favored, supported, or opposed by, the District.

The District consists of the following college(s), education center(s):

- Palomar College San Marcos Campus
- Palomar College Escondido Center
- Palomar College North Education Center

and sites:

- Camp Pendleton
- Fallbrook
- Pauma
- Mt Carmel
- Ramona
- South Education Center

The official boundary description for the Palomar Community College District is on file at the San Diego County Office of Education.

This policy is being updated in part to delete an outdated reference to Education Code Section 18304 (Update 28.)

Date Adopted: 11/13/2007, Revised 1/14/2014, Revised:

(Replaces former Palomar College Policy 1100 and all previous versions of BP 1100.)

THE DISTRICT

REV 8/24/17 No proposed changes

BP 1200 DISTRICT MISSION

References:

ACCJC Accreditation Standard I.A

The mission of the Palomar Community College District:

Our mission is to provide an engaging teaching and learning environment for students of diverse origins, experiences, needs, abilities, and goals. As a comprehensive community college, we support and encourage students who are pursuing transfer-readiness, general education, basic skills, career and technical training, aesthetic and cultural enrichment, and lifelong education. We are committed to helping our students achieve the learning outcomes necessary to contribute as individuals and global citizens living responsibly, effectively, and creatively in an interdependent and ever-changing world.

To achieve its mission, the Palomar Community College District follows the mission of the California Community College System as determined by the State Legislature.

The District's mission is evaluated and revised on a regular basis as part of the strategic planning cycle.

THE DISTRICT

REV 8/30/17

BP 1300 EDUCATIONAL PHILOSOPHY**References:**

No specific references

The educational philosophy of Palomar College is based upon belief in the value of the individual and belief in the individual's potential for intellectual, ethical, personal, and social growth. Only through growth in these areas and responsible examination of the question of personal rights can the rights of an individual in a democratic society be fully understood.

The fundamental assumption of the democratic way of life is the intrinsic worth of the individual. This assumption, therefore, becomes the fundamental principle of public education in a democratic community.

In order to become an effective member of a democratic society, an individual must take part in a free exchange of ideas. Only within a free society is the individual assured this free exchange of ideas and the maximum freedom of choice and opportunity for self-realization consistent with the freedoms and opportunities of others. Only within a free society can the human personality attain its greatest stature.

The community college, by providing equal opportunities for individuals to develop their differing abilities and interests, enables students to realize more fully their potentials. Thus, their talents become more readily available to the community, and their participation in society becomes more effective.

In keeping with this educational philosophy, Palomar Community College District declares itself a safe haven for learning and reaffirms its unequivocal support of all students regardless of race, religion, national origin, immigration status, sexual orientation, family structure, or gender identity.

BP 1300 is being revised to incorporate language from Governing Board Resolution 16-21521 declaring Palomar a safe haven.

Date Adopted: 11/13/2007; Reviewed 1/14/2014; Revised:

(Replaces former Palomar College Policy 1.2 and all previous versions of BP 1300)

GOVERNING BOARD

REV 10/24/17

BP 2010 GOVERNING BOARD MEMBERSHIP

References:

Education Code Sections 72023, 72103, and 72104

ACCJC Accreditation Standard IV.C.6

The purpose of the Governing Board of the Palomar Community College District is to serve as a representative body elected by and responsible to the people of the College District. The Governing Board shall consist of five members elected by the qualified voters of the District. Members shall be elected at large.

Any person who meets the criteria contained in law is eligible to be elected or appointed to serve as a member of the Governing Board.

No member of the Governing Board shall, during the term for which he or she was elected, be eligible to serve on a the governing board of a high school district whose boundaries are coterminous with those of the community college district.

An employee of the District may not be sworn into office as an elected or appointed member of the Governing Board unless he/she resigns as an employee.

No member of the Governing Board shall, during the term for which he/she is elected, hold an incompatible office.

See BP 2710 titled Conflict of Interest.

Yellow = CCLC update 28 Blue = internal

Date Adopted: 11/13/2007; Reviewed: 6/10/2014; Revised:

(Replaces former Palomar College Policy 5.0 and all previous versions of BP 2010)

GOVERNING BOARD

REV 10/20/17

BP 2015 STUDENT TRUSTEE

References:

Education Code Sections 72023.5 and 72103

The Governing Board shall include one non-voting Student Trustee. The term of office shall be one year commencing June 1.

The duly elected Associated Student Government (ASG) President will serve as the student member of the Board. If, for any reason, the ASG President is not qualified as Student Trustee, the duly elected ASG Vice President shall serve as Student Trustee. If neither the ASG President nor the ASG Vice President are qualified to serve as Student Trustee, that position shall be filled in accordance with the ASG line of succession per ASG Bylaws.

The Student Trustee shall be enrolled in and maintain a minimum of five semester units in the District at the time of nomination and throughout the term of service. The student shall maintain minimum standards of scholarship of at least a 2.0 grade point average during his/her term.

The student member is not required to give up employment with the District.

The Student Trustee shall be seated with the Governing Board and shall be recognized as a full member of the Board at meetings. The Student Trustee is entitled to participate in discussion of issues and receive all materials presented to members of the Governing Board (except for closed session). The Student Trustee shall recuse himself/herself from both discussion and action on matters of potential conflict of interest.

On or before May 15 of each year, the Board shall consider whether to afford the Student Trustee any of the following privileges:

- The privilege to make and second motions;
- The privilege to attend closed sessions, other than closed sessions on personnel or collective bargaining matters;
- The privilege to receive compensation for meeting attendance at a level equivalent to elected Trustees. (See BP 2725 titled Governing Board Member Compensation);

Yellow = Move lines 49-55 up to the 2nd paragraph, blue = CCLC language.

Date Adopted: 11/13/2007; Revised: 05/11/2010; Revised: 8/14/2012; Revised 11/12/2014; Revised:

(Replaces Palomar College Policies 8.1, 8.3, 8.31, 8.32, 8.33, and 8.34 and all previous versions of BP 2015.)

- 42
- 43
- The privilege to serve a term commencing on May 15.
 - The privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the Governing Board.
- 44
- 45
- 46

47 ~~If, for any reason, the ASG President is not qualified as Student Trustee, the duly~~
48 ~~elected ASG Vice President shall serve as Student Trustee. If neither the ASG~~
49 ~~President nor the ASG Vice President are qualified to serve as Student Trustee, that~~
50 ~~position shall be filled by a special election of the students enrolled in the District. The~~
51 ~~individual who meets all of the eligibility criteria for Student Trustee and receives the~~
52 ~~most votes shall be seated as a Student Trustee until the next regular election of an~~
53 ~~ASG President.~~
54

55 Also see BP/AP 2105 titled Election of Student Trustee

Yellow = Move lines 49-55 up to the 2nd paragraph, **blue** = CCLC language.

Date Adopted: 11/13/2007; Revised: 05/11/2010; Revised: 8/14/2012; Revised 11/12/2014;
Revised:

(Replaces Palomar College Policies 8.1, 8.3, 8.31, 8.32, 8.33, and 8.34 and all previous versions of BP 2015.)

GOVERNING BOARD

REV 9/14/17

BP 2100 GOVERNING BOARD ELECTIONS**References:**

Education Code Sections 5000 et seq., 72023, 72027, and 72036

The term of office of each Board member shall be four years, commencing on the first Friday in December following the election. Elections shall be held every two years, in even numbered years. Terms of Governing Board members are staggered so that, as nearly as practical, one half of the Board members shall be elected at each Board member election.

Candidates will be charged by the San Diego County Registrar of Voters Office for the ~~e~~Candidate's ~~s~~Statements and/or other materials to be sent to the voters for the Governing Board member election.

The District shall determine the length of the Candidate's Statement. The fees for such statement will be paid to the Registrar of Voter's Office by the candidate.

Ties

In the event of a tie vote in a Governing Board member election, the Governing Board of the Palomar Community College District will determine the winner or winners by lot.

NOTE: The Governing Board may change from at large elections of trustees to elections by trustee areas, in accordance with Education Code section 72036 and the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code), upon the adoption by the Governing Board of a resolution in support of the change and upon the approval of the Board of Governors of the California Community Colleges.

Date Adopted: 11/13/2007; Revised: 8/14/2012; Reviewed: 6/10/2014; Revised:

(Replaces former Palomar College Policies 9.1, 9.2, 9.3, and 9.4 and all previous versions of BP 2100.)

GOVERNING BOARD

REV 8/30/17

BP 2105 ELECTION OF STUDENT TRUSTEE**References:**

Education Code Sections 72023.5 and 72103

The President of the Associated Student Government (ASG) who is elected by the students enrolled in the District shall serve as the Student Trustee. Normally ASG elections are ~~an election will be~~ held in the spring semester so that the office is filled by June 1.

If, for any reason, the ASG President is not qualified as Student Trustee, the duly elected ASG Vice President shall serve as Student Trustee. If neither the ASG President nor the ASG Vice President are qualified to serve as Student Trustee, that position shall be filled in accordance with the ASG line of succession per ASG Bylaws.

The student member may be recalled in an election held for that purpose in accordance with procedures established in the ASG Bylaws.

Candidates for the position may nominate themselves or be nominated by others by the filing of an application certifying that the candidate is eligible for service under the criteria set forth in California law, these policies, and the bylaws of the Associated Student Government. The election will be conducted in accordance with AP 2105 titled Election of Student Trustee.

Should the office of the ASG President become vacant for any reason whatsoever, the ASG Vice President shall assume the office of President immediately, with all rights and privileges ascribed thereto. The ASG Vice President shall meet the same criteria as the ASG President.

Also see BP 2015 titled Student Trustee, AP 2105 titled Election of Student Trustee, and BP/AP 5410 titled Associated Student Government Elections ~~and BP 2015 titled Student Trustee~~

GOVERNING BOARD

REV 9/1/17 No proposed changes

BP 2110 VACANCIES ON THE GOVERNING BOARD**References:**

Education Code Sections 5090 et seq.;
Government Code Section 1770

Vacancies on the Governing Board may be caused by any of the events specified in Government Code Section 1770 or any applicable provision in the Elections Code, or by a failure to elect. Resignations from the Governing Board shall be governed by Education Code Section 5090.

Within 60 days of the vacancy or filing of a deferred resignation, the Governing Board shall either order an election or make a provisional appointment to fill the vacancy. If an election is ordered, it shall be held on the next regular election date not less than 130 days after the occurrence of the vacancy.

If a provisional appointment is made, it shall be subject to the conditions in Education Code Section 5091. The person appointed to the position shall hold office only until the next regularly scheduled election for District Governing Board members, when the election shall be held to fill the vacancy for the remainder of the unexpired term.

The provisional appointment will be made by a majority public vote of the Governing Board members at a public meeting.

The Superintendent/President shall establish administrative procedures to solicit applications that assure ample publicity to and information for prospective candidates. The Governing Board will determine the schedule and appointment process, which may include interviews at a public meeting.

GOVERNING BOARD

REV 8/28/17

BP 2200 BOARD DUTIES AND RESPONSIBILITIES**References:**

Education Code Section 70902;

~~Accreditation Standard IV.B.1.d~~ACCJC Accreditation Standard IV (formerly IV.B.1.d)

The Governing Board governs on behalf of the citizens of the Palomar Community College District in accordance with the authority granted and duties defined in Education Code Section 70902.

The Governing Board is committed to fulfilling its responsibilities to:

- Represent the public interest;
- Establish policies that define the institutional mission and set prudent, ethical, and legal standards for District operations;
- Hire and evaluate the Superintendent/President;
- Delegate power and authority to the Superintendent/President to effectively lead the District;
- Assure fiscal health and stability;
- Monitor institutional performance and educational quality; and
- Advocate for and protect the District.

GOVERNING BOARD

REV 10/20/17

BP 2210 OFFICERS**Reference:**

Education Code Section 72000

At the annual organizational meeting, the Governing Board shall elect from among its members a President of the Board, a Vice President of the Board, and a Secretary of the Board.

The terms of officers shall be for one year.

The duties of the President of the Board are to:

- Preside over all meetings of the Governing Board;
- Call emergency and special meetings of the Governing Board as required by law;
- Consult with the Superintendent/President on Governing Board meeting agendas;
- Communicate with individual Board members about their responsibilities;
- Participate in the orientation process for new Governing Board members;
- Assure Board compliance with policies on Board Education, Self-Evaluation, and Superintendent/President Evaluation; and
- Represent the Governing Board at official events or ensure Board representation.

The duties of the Vice President of the Board are to:

- sServe as the President of the Board in the absence of the Board President;
- ~~Preside at any Regular and/or Special meetings~~
- Consult with the Superintendent/President and Governing Board President on Governing Board meeting agendas;
- Sign such documents that the acts of the Governing Board may require; and
- Represent the District in its relations with other Governing Boards in the absence of the Board President.

The duties of the Secretary of the Board are to:

- Certify or attest to actions taken by the Governing Board whenever such certification or attestation is required for any purpose;

Date Adopted: 11/13/2007; Reviewed 6/10/14; Revised:*(Replaces former Palomar College Policy 12.1 and all previous versions of BP 2210.)*

- 33 • Make or maintain such other records or reports as are required by law; and
34 • Perform such other duties as may require official signature by the Governing
35 Board of Trustees of the District.

36 The Superintendent/President shall serve as Secretary to the Board.

37 **The duties of the Secretary to the Board are to:**

- 38 • Notify members of the Governing Board of regular, special, emergency and
39 adjourned meetings;
40 • Prepare and post Board meeting agendas;
41 • Have prepared for adoption minutes of Board meetings;
42 • Attend all Governing Board meetings and closed sessions, unless excused, and
43 in such cases to assign a designee;
44 • Conduct the official correspondence of the Governing Board;
45 • Certify as legally required all Board actions; and
46 • Sign, when authorized by law or by Board action, any documents that would
47 otherwise require the signature of the Secretary of the Governing Board.

48 The Governing Board does not have an official system of rotation of officers; it elects
49 the officers each year from among all its members.

GOVERNING BOARD

REV 9/2/17 no proposed changes

BP 2220 COMMITTEES OF THE GOVERNING BOARD

Reference:

Government Code Section 54952

The Governing Board may by action establish committees that it determines are necessary to assist the Board in its responsibilities. Any committee established by Governing Board action shall comply with the requirements of the Brown Act and with Palomar Community College District policies regarding open meetings.

Board committees that are composed solely of less than a quorum of members of the Governing Board that are advisory are not required to comply with the Brown Act or with these policies regarding open meetings.

Board committees that are only advisory have no authority or power to act on behalf of the Governing Board. Findings or recommendations shall be reported to the Governing Board for consideration. All Board-appointed committees serve in an advisory capacity to the Board and shall avoid making commitments which might be interpreted as binding contracts on the District.

GOVERNING BOARD

REV 9/2/17 no proposed changes

BP 2305 ANNUAL ORGANIZATIONAL MEETING

Reference:

Education Code Section 72000(c)(2)(A)

The Governing Board shall hold an annual organizational meeting. The date and time of the annual organizational meeting shall be selected by the Board at its regular meeting held immediately prior to November 30 unless otherwise provided by rule of the Governing Board. The annual organizational meeting shall be held between November 30 and December 14 of each year. The Board shall notify the County Superintendent of Schools of the date and time selected for the meeting. Within 15 days prior to the meeting, the Secretary to the Board shall notify in writing all members and members elect of the date and time selected for the annual organizational meeting.

GOVERNING BOARD

REV 9/14/17

BP 2310 REGULAR MEETINGS OF THE GOVERNING BOARD

References:

Education Code Section 72000(d);

Government Code Sections 54952.2, 54953 et seq., and 54961

Regular meetings of the Governing Board shall be held the second Tuesday of each month. Regular meetings of the Governing Board shall normally be held at the San Marcos Campus, 1140 West Mission Road, San Marcos, CA 92069.

A notice identifying the location, date, and time of each regular meeting of the Governing Board shall be posted at least ten (10) days prior to the meeting and shall remain posted until the day and time of the meeting. According to In compliance with the Brown Act, the Governing Board Agenda for regular meetings will be posted 72 hours in advance of the meeting. All regular meetings of the Governing Board shall be held within the boundaries of the District except in cases where the Board is meeting with another local agency or is meeting with its attorney to discuss pending litigation if the attorney's office is outside the District.

All regular and special meetings of the Governing Board shall be open to the public, be accessible to persons with disabilities, and otherwise comply with Brown Act provisions, except as required or permitted by law.

GOVERNING BOARD

REV 9/2/17

BP 2315 CLOSED SESSIONS**References:**

Education Code Section 72122;

Government Code Sections 11125.4, 54956.8, 54956.9, 54957, and 54957.6

Closed sessions of the Governing Board shall be held only as permitted by applicable legal provisions including but not limited to the Brown Act, California Government Code, and California Education Code. Matters discussed in closed session may include:

- the appointment, employment, evaluation of performance, discipline or dismissal of a public employee
- charges or complaints brought against a public employee by another person or employee, unless the accused public employee requests that the complaints or charges be heard in an open session. The employee shall be given at least twenty-four (24) hours written notice of the closed session**
- advice of counsel on pending litigation, as defined by law
- consideration of tort liability claims as part of the District's membership in any joint powers agency formed for purposes of insurance pooling
- real property transactions
- threats to public security
- review of the District's position regarding labor negotiations and giving instructions to the District's designated negotiator
- discussion of student disciplinary action, with final action taken in public
- conferring of honorary degrees
- consideration of gift(s) from a donor who wishes to remain anonymous
- to consider its response to a confidential final draft audit report from the Bureau of State Audits

The agenda for each regular or special meeting shall contain information regarding whether a closed session will be held and shall identify the topics to be discussed in any closed session in the manner required by law.

**Lines 13-16 are directly from Ed Code

Date Adopted: 11/13/2007; Reviewed 6/10/14; Revised:

(Replaces former Palomar College Policies 6.1 and 12.6 and all previous versions of BP 2315.)

32 After any closed session, the Governing Board shall reconvene in open session before
33 adjourning and shall announce any actions taken in closed session and the vote of
34 every member present.

35 All matters discussed or disclosed during a lawfully held closed session and all notes,
36 minutes, records, or recordings made of such a closed session are confidential and
37 shall remain confidential unless and until required to be disclosed by action of the
38 Governing Board or by law.

39 If any person requests an opportunity to present formal complaints to the Governing
40 Board about a specific employee, such complaints shall first be presented to the
41 Superintendent/President. Notice shall be given to the employee against whom the
42 charges or complaints are directed. If the complaint is not resolved at the administrative
43 level, the matter shall be scheduled for a closed session of the Governing Board. The
44 employee shall be given at least twenty-four (24) hours written notice of the closed
45 session, and shall be given the opportunity to request that the complaints be heard in an
46 open meeting of the Governing Board.

****Lines 13-16 are directly from Ed Code**

Date Adopted: 11/13/2007; Reviewed 6/10/14; Revised:

(Replaces former Palomar College Policies 6.1 and 12.6 and all previous versions of BP 2315.)

GOVERNING BOARD

REV 9/2/17 no proposed changes

BP 2320 SPECIAL AND EMERGENCY MEETINGS**References:**

Education Code Section 72129;

Government Code Sections 54956, 54956.5, and 54957

Special meetings may from time to time be called by the President of the Governing Board or by a majority of the members of the Board. Notice of such meetings shall be posted at least 24 hours before the time of the meeting, and shall be noticed in accordance with the Brown Act. No business other than that included in the notice may be transacted or discussed.

Emergency meetings may be called by the President of the Board when prompt action is needed because of actual or threatened disruption of public facilities under such circumstances as are permitted by the Brown Act, including work stoppage, crippling disasters, and other activity that severely impairs public health or safety.

No closed session shall be conducted during an emergency meeting, except as provided for in the Brown Act to discuss a dire emergency.

The Superintendent/President shall be responsible to ensure that notice of such meetings is provided to the local news media as required by law.

GOVERNING BOARD

REV 9/13/17

BP 2330 QUORUM AND VOTING**References:**

Education Code Sections 72000(d)(3), 81310 et seq., 81365, 81432, and 81511;
Government Code Section 53094;
Code of Civil Procedure Section 1245.240

No action shall be taken by secret ballot.

A quorum of the Palomar Community College District Governing Board shall consist of three members.

The Governing Board shall act by majority vote of all of the membership of the Board, except as noted below.

The following actions require a majority vote by all members of the Governing Board:

- Resolution of intention to sell or lease real property (except where a unanimous vote is required)
- Resolution of intention to dedicate or convey an easement
- Resolution authorizing and directing the execution and delivery of a deed
- Action to declare the District exempt from the approval requirements of a planning commission or other local land use body
- Appropriation of funds from an undistributed reserve
- Resolution to condemn real property

The following actions require a unanimous vote of all members of the Governing Board:

- Resolution authorizing a sale or lease of District real property to the state, any county, city, or to any other school or community college district
- Resolution authorizing lease of District property under a lease for the production of gas.

Date Adopted: 11/13/2007; Reviewed: 6/10/14; Revised:

(Replaces former Palomar College Policy 12.7 and all previous versions of BP 2330.)

GOVERNING BOARD

REV 10/27/17

BP 2340 AGENDAS

References:

Education Code Sections 72121 and 72121.5;
Government Code Sections 6250 et seq. and 54954 et seq.

An agenda shall be posted adjacent to the place of meeting at least 72 hours prior to the meeting time for regular meetings.

Effective January 1, 2019: A direct link to the current the agenda shall also be posted on the District's website homepage 72 hours prior to the meeting time for regular meetings. and The agenda shall be accessible through a prominent, direct link on the District's homepage, to the current agenda. The direct link to the agenda and shall not be in a contextual menu.**

The agenda shall include a brief description of each item of business to be transacted or discussed at the meeting. A brief general description of an item generally need not exceed 20 words. If requested, the agenda shall be provided in appropriate alternative formats so as to be accessible to persons individuals with a disability.

No business may be acted on or discussed which is not on the agenda, except when one or more of the following apply:

- a majority decides there is an "emergency situation" as defined for emergency meetings
- two-thirds of the members (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action came to the attention of the Governing Board subsequent to the agenda being posted
- an item appeared on the agenda of and was continued from a meeting held not more than five days earlier

The order of business may be changed by consent of the Governing Board.

The Superintendent/President shall establish administrative procedures that provide for public access to agenda information and reasonable annual fees for the service, as allowed by law.

Members of the public may place matters directly related to the business of the District on an agenda for a Board meeting by submitting a written summary of the item to the Yellow = CCLC. Blue = internal. Green – Lines 10 -14 were reworded as requested to clarify that a link – not the entire agenda – shall be posted on the homepage.

Date Adopted: 11/13/2007; Reviewed 6/10/14; Revised:

(Replaces former Palomar College Policies 12.8, 12.9, and 12.11 and all previous versions of BP 2340.)

- 34 Superintendent/President. The written summary must be signed by the initiator **and**
35 **should include a phone number or email address that may be used to contact the**
36 **initiator**. The Governing Board reserves the right to consider and take action in closed
37 session on items submitted by members of the public as permitted or required by law.
- 38 Agendas shall be developed by the Superintendent/President in consultation with the
39 Governing Board President.
- 40 Agenda items submitted by members of the public must be received by the office of the
41 Superintendent/President **ten days** prior to the regularly scheduled Governing Board
42 meeting.
- 43 Agenda items initiated by members of the public shall be placed on the Board's agenda
44 following the items of business initiated by the Governing Board and by staff. Any
45 agenda item submitted by a member of the public and heard at a public meeting cannot
46 be resubmitted before the expiration of a 90 day period following the initial submission.
- 47 The Board will act only upon matters identified as action items on the agenda. Official
48 action taken by the Board shall be affirmed by a formal vote. The Board shall act by
49 majority vote. Voting is by voice unless a written ballot is requested by the President of
50 the Board. If the vote is not unanimous, the minutes shall reflect the vote of each
51 member. A roll call vote may be called for by any Board member.

Yellow = CCLC. **Blue** = internal. **Green** – Lines 10 -14 were reworded as requested to clarify that a link – not the entire agenda – shall be posted on the homepage.

Date Adopted: 11/13/2007; Reviewed 6/10/14; Revised:

(Replaces former Palomar College Policies 12.8, 12.9, and 12.11 and all previous versions of BP 2340.)

GOVERNING BOARD

REV 9/14/17

BP 2345 RIGHT TO PUBLIC PARTICIPATION**References:**

Education Code 72121.5;

Government Code Sections 54954 et seq. and 54957.5

The Governing Board shall provide opportunities for members of the general public to participate in the business of the Board.

Members of the public may bring matters directly related to the business of the District to the attention of the Governing Board ~~by: in one of two ways:~~

1. ~~There will be a time at each regularly scheduled Board meeting for the general public to discuss items not on the agenda.~~

~~Members wishing to present such items shall submit a written request, prior to the public comment section of the agenda or before the agenda item is to be heard, to the Superintendent/President or President of the Governing Board (whichever is most appropriate) that summarizes the item and provides his/her name and organizational affiliation, if any. No action may be taken by the Governing Board on such items not on the agenda.~~

2. ~~Members of the public may place items on the prepared agenda in accordance with BP 2340 titled Agendas.~~

1. **Request to Speak - Public Comment:** There will be a time at each regularly scheduled Board meeting for the general public to discuss items not on the agenda. (Referred to as "Public Comment" on the Governing Board agenda.) Members wishing to present such items shall submit a written request, prior to the Public Comment section of the agenda. No action may be taken by the Governing Board on Public Comment items.

2. **Request to Speak on Agenda item:** When a member of the public wishes to speak on a matter listed on the agenda the member shall submit a written request ("Request to Speak" card) before the agenda item is heard.

"Public Comment" cards, "Request to Speak" cards and any other written requests to speak are to be submitted to the Superintendent/ President or minutes clerk.

44
45 **3. Request Agenda Item:** Members of the public may place items on the prepared
46 Governing Board agenda in accordance with BP 2340 titled Agendas. Agenda items
47 submitted by members of the public must be received by the office of the
48 Superintendent/President no less than ten days prior to the regularly scheduled
49 Governing Board meeting.
50

51 If requested through the Superintendent/President's Office, writings that are public
52 records shall be made available in appropriate alternative formats so as to be
53 accessible to persons with a disability.
54

55 Claims for damages are not considered communications to the Governing Board under
56 this rule, but shall be submitted to the District.
57

58 Members of the College community communicate with members of the Board in
59 accordance with established guidelines for communication.
60

61 ~~At regular meetings, the Governing Board shall provide opportunities for members of~~
62 ~~the public to address the Board directly on items on the agenda or on items of interest~~
63 ~~to the public that are within the subject matter jurisdiction of the Board. The Board~~
64 ~~welcomes the information provided by this direct interaction with the public.~~

GOVERNING BOARD

REV 9/20/17

BP 2350 SPEAKERS

References:

Education Code Section 72121.5;
Government Code Sections 54950 et seq.

Persons may speak to the Governing Board either on an agenda item or on other matters of interest to the public that are within the subject matter jurisdiction of the Board.

Oral presentations relating to a matter on the agenda, including those on the consent agenda, shall be heard before a vote is called on the item.

Persons wishing to speak to matters not on the agenda shall do so at the time designated at the meeting for **Public Comment**.

Those wishing to speak to the Governing Board are subject to the following:

- The President of the Board may rule members of the public out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Governing Board or if their remarks are unduly repetitive
- Employees who are members of a bargaining unit represented by an exclusive bargaining agent may address the Governing Board under this policy, but may not attempt to negotiate terms and conditions of their employment. This policy does not prohibit any employee from addressing a collective bargaining proposal pursuant to the public notice requirements of Government Code Section 3547 and the policies of this Board implementing that section
- They shall complete a written request to address the Governing Board at the beginning of the meeting at which they wish to speak. The request shall include the person's name and name of the organization or group represented, if any, and a statement noting the agenda item or topic to be addressed
- No member of the public may speak without being recognized by the President of the Board
- Each speaker will be allowed a maximum of five minutes per topic. **However, the Board shall allow at least twice the allotted time to a member of the public who utilizes a translator, unless translation equipment is used which allows the body to hear the translated public testimony simultaneously.** Thirty minutes shall be the maximum time allotment for public speakers on any one subject regardless of the number of speakers at any one Board meeting. At the discretion of a majority of the Governing Board, these time limits may be extended.
- The Governing Board may ask a delegation to limit the number of speakers on a specific topic unless the proposed speakers are addressing different concerns.

CCLC recommended changes to language

Date Adopted: 11/13/2007; Reviewed 6/10/14; Revised:

(Replaces former Palomar College AP 12.10.1 and all previous versions of BP 2350)

- 45 • Each speaker coming before the Governing Board is limited to one presentation per
46 specific agenda item before the Board and to one presentation per meeting on non-
47 agenda matters.

CCLC recommended changes to language

Date Adopted: 11/13/2007; Reviewed 6/10/14; Revised:

(Replaces former Palomar College AP 12.10.1 and all previous versions of BP 2350)

GOVERNING BOARD

REV 10/26/17

BP 2355 DECORUM/CONDUCT

References:

Education Code Section 72121.5;
Government Code Section 54954.3(b) and 54957.9.

The following will be ruled out of order by the presiding officer:

- Remarks or discussion in public meetings on charges or complaints which the Governing Board has scheduled to consider in closed session
- Profanity, obscenity, and other offensive language and
- Physical violence and/or threats of physical violence directed toward any person or property

In the event that any meeting is willfully interrupted by the actions of one or more persons so as to render the orderly conduct of the meeting unfeasible, the person(s) may be escorted from the meeting room.

Speakers who engage in such conduct may be removed from the podium and denied the opportunity to speak to the Governing Board for the duration of the meeting.

Before removal, the presiding officer will issue a verbal warning and a request that the person(s) curtail the disruptive activity will be made by the President of the Governing Board. If the behavior continues, the presiding officer will issue a 2nd warning. If the behavior still continues the presiding officer will call for a motion, second, and vote. the person(s) may be removed by a vote of the Governing Board, based on a finding that the person is violating this policy, and that such activity is intentional and has substantially impaired the conduct of the meeting. **

If order cannot be restored by the removal in accordance with these rules of individuals who are willfully interrupting the meeting, the Governing Board may order the meeting room cleared and may continue in session. The Governing Board shall only consider matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this rule.

In all matters of procedure not otherwise indicated, Robert's Rules of Order, Revised, governs.

**Lines 21-25 CCLC uses the language "by a vote of the Governing Board." Government Code 54957.9 states, "members of the legislative body" without stipulating a vote being required. Board practice is to issue two verbal warnings then call for a motion and a vote before removing anyone from a Board meeting.

Date Adopted: 11/13/2007; Reviewed 6/10/14; Revised:

(Replaces former Palomar College Policy 12.13 and all previous versions of BP 2355.)

GOVERNING BOARD

REV 9/4/17 no proposed changes

BP 2360 MINUTES

References:

Education Code Section 72121(a);
Government Code Section 54957.5

The Superintendent/President shall cause minutes to be taken of all meetings of the Governing Board. The minutes shall record all actions taken by the Governing Board including, but not limited to, those Board members present and absent, all motions, names of those making and seconding motions, and votes. The minutes shall be public records and shall be available to the public. If requested, the minutes shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

GOVERNING BOARD

REV 10/27/17

BP 2365 RECORDING**References:**

Education Code Section 72121(a);

Government Code Sections 54953.5 and 54953.6

Any audio recording of an open and public Board meeting made by or at the direction of the Board shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Sections 6250 et seq. The Superintendent/ President is directed to enact administrative procedures to ensure that any such recordings are maintained for ~~two years~~ **at least six months thirty days** following the ~~taping or~~ recording.

Persons attending an open and public meeting of the Governing Board may, at their own expense, record the proceedings with an audio or video tape recording or a still or motion picture camera or may broadcast the proceedings. However, if the Governing Board finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Governing Board to stop.

GOVERNING BOARD

REV 11/3/17

**BP 2410 BOARD POLICY ~~ESY MAKING AUTHORITY~~ AND
ADMINISTRATIVE PROCEDURES****References:**

Education Code Section 70902;

ACCJC Accreditation Standards IV.C.7, IV.D.4, I.B.7, and I.C.5 (formerly IV.B.1.b
and e)

Recommendations for the establishment of new, or revision of existing, Governing Board Policy or Administrative Procedure may be submitted by any member of the college community and should be directed to the Superintendent/President or his/her designee.

BOARD POLICY

All Governing Board policies of the District are the responsibility of and established by the Governing Board.

The Governing Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are intended to be statements of intent by the Governing Board on a specific issue within its subject matter jurisdiction.

The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to District activities. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Policies of the Governing Board may be adopted, revised, added to, or amended at any regular Board meeting by a majority vote. Proposed changes or additions shall be introduced not less than one regular meeting prior to the meeting at which action is recommended. The Board shall regularly assess its policies for effectiveness in fulfilling the District's mission.

ADMINISTRATIVE PROCEDURE

Administrative procedures are to be issued by the Superintendent/President as statements of method to be used in implementing Board Policy. Such administrative procedures shall be consistent with the intent of Board Policy. Administrative procedures may be revised as deemed necessary by the Superintendent/President.

The Superintendent/President shall make available to each member of the Board copies of the administrative procedures or any revisions since the last time they were provided. CCLC proposed revisions.

Date Adopted: 11/13/2007; Revised: 6/10/14; Revised:*(Replaces former Palomar College Policy 7.01 and all previous versions of BP 2410.)*

47 The Governing Board reserves the right to direct revisions of the administrative
48 procedures should they, in the Board's judgment, be inconsistent with the Governing
49 Board's own policies.

50
51 Copies of all Governing Board Policies and Administrative Procedures shall be
52 readily available on the District's website.

CCLC proposed revisions.

Date Adopted: 11/13/2007; Revised: 6/10/14; Revised:

(Replaces former Palomar College Policy 7.01 and all previous versions of BP 2410.)

GOVERNING BOARD

REV 8/28/17

**BP 2430 DELEGATION OF AUTHORITY TO THE SUPERINTENDENT/
PRESIDENT****References:**

Education Code Sections 70902(d) and 72400;

ACCJC Accreditation Standards **IV.B.5, IV.C.12, and IV.D.1** (formerly IV.B.1.j
and IV.B.2)

The Governing Board delegates to the Superintendent/President the executive responsibility for administering the policies adopted by the Board and executing all decisions of the Governing Board requiring administrative action.

The Superintendent/President may delegate any powers and duties entrusted to him or her by the Governing Board (including the administration of the College and centers), but will be specifically responsible to the Board for the execution of such delegated powers and duties.

The Superintendent/President is empowered to reasonably interpret Board Policy. In situations where there is no Board Policy direction, the Superintendent/President shall have the power to act, but such decisions shall be subject to review by the Governing Board. It is the duty of the Superintendent/ President to inform the Board of such action and to recommend written Board Policy if one is required.

The Superintendent/President is expected to perform the duties contained in the Superintendent/President job description and fulfill other responsibilities as may be determined in annual goal-setting or evaluation sessions. The job description and goals and objectives for performance shall be developed by the Governing Board in consultation with the Superintendent/President.

The Superintendent/President shall ensure that all relevant laws and regulations are complied with, and that required reports are submitted in timely fashion.

The Superintendent/President shall make available any information or give any report requested by the Governing Board as a whole. Individual Board member requests for information shall be met if, in the opinion of the Superintendent/President, they are not unduly burdensome or disruptive to District operations. Information provided to any Board member shall be provided to all Board members.

The Superintendent/President shall act as the professional advisor to the Governing Board in policy formation.

Date Adopted: 11/13/2007; Reviewed: 6/10/14; Revised:*(Replaces Palomar College Policies 6.2, 6.3, and 21 and all previous versions of BP 2430.)*

43 The Board delegates the authority for the District administration to the
44 Superintendent/President of the District.

45
46 In the absence of designation of an alternate representative, the Superintendent/
47 President shall act as the representative of the Governing Board in all matters including
48 the implementation of the provisions of the Education Code added by Assembly Bill
49 1725. The Superintendent/President may delegate specific responsibility to other
50 District employees. The Governing Board reserves its right to approve policy
51 recommendations.

52
53 The Chief Executive Officer for the Governing Board of Palomar College and the
54 Palomar Community College District is the District Superintendent and /President of the
55 College. He/she is responsible for the execution of policies established by the
56 Governing Board. He/she is expected to administer the District in an economical,
57 democratic, and efficient manner for the best interests of the students and the residents
58 of the Palomar Community College District.

GOVERNING BOARD

REV 8/28/17

BP 2431 SUPERINTENDENT/PRESIDENT SELECTION

References:

ACCJC Accreditation Standards IV.B and IV.C.3 (formerly IV.B.1 and IV.B.1.j.)
Title 5 Sections 53000 et seq.

In the case of a Superintendent/President vacancy, the Governing Board shall establish a search process to fill the vacancy. The process shall be fair and open and comply with relevant regulations. The process will include, at a minimum, the following items which shall be Board approved in an open and public meeting:

- Search Timeline
- Search Committee formation
- Search Firm proposals
- Identification of desired qualifications of Superintendent/President
- Development of a recruitment brochure
- Candidate recruitment
- Candidate screening
- Selection of interviewees
- Interviews
- Campus Visits
- Public Forums
- Background Checks
- Board Interview of Finalists

A Superintendent/President is selected by the Board to serve as the Chief Executive Officer of the District. The initial contract of the Superintendent/President will be negotiated to the mutual agreement of the Superintendent/President and the Board, for a term not to exceed four years. The contract will be reviewed annually and renewed by mutual agreement of the Board and the Superintendent/President.

GOVERNING BOARD

REV 9/4/17 no proposed changes

BP 2432 SUPERINTENDENT/PRESIDENT SUCCESSION

References:

Education Code Sections 70902(d) and 72400;
Title 5 Section 53021(b)

The Governing Board delegates authority to the Superintendent/President to appoint an acting Superintendent/President to serve in his/her absence for short periods of time, not to exceed 30 calendar days at a time.

In the absence of the Superintendent/President and when an Acting President has not been named, administrative responsibility shall reside with (in order):

- Chief Instructional Officer
- Chief Student Services Officer
- Chief Business Officer
- Chief Human Resources Officer
- Deans (in order of length of service as a dean at Palomar College)

The Governing Board shall appoint an acting Superintendent/President for periods exceeding 30 calendar days.

GOVERNING BOARD

REV 9/4/17

BP 2435 EVALUATION OF THE SUPERINTENDENT/PRESIDENT

Reference:

ACCJC Accreditation Standard **IV.C.3 (formerly IV.B.1)**

The Governing Board shall conduct an evaluation of Superintendent/President at least annually. Such evaluation shall comply with any requirements set forth in the contract of employment with the Superintendent/President as well as this policy.

The Board shall evaluate the Superintendent/President using an evaluation process developed and jointly agreed to by the Governing Board and the Superintendent/President.

The criteria for evaluation shall be based on Board Policy, the Superintendent/President job description, and performance goals and objectives developed in accordance with BP 2430 titled Delegation of Authority to the Superintendent/President.

GOVERNING BOARD

REV 10/31/17

BP 2510 PARTICIPATION IN LOCAL DECISION MAKING**References:**

Education Code Section 70902(b)(7);
Title 5 Sections 53200 et seq. (Faculty Senate), 51023.5 (staff), and 51023.7 (students);

ACCJC Accreditation Standards IV.A and IV.D.7

The Governing Board of the Palomar Community College District wishes to encourage the greatest possible cooperation among its employees and believes that the best ideas are often the product of collective thought. The Board affirms its commitment to collegiality and participatory governance. ~~directs its employees to make every effort in sincere attempts to use the collegial model in policy development.~~

The Board is the ultimate decision-maker in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for Board action and administrative procedures for Superintendent/President action under which the District is governed and administered.

Each of the following shall participate as required by law in the decision-making processes of the District:

Faculty Senate

Pursuant to rules adopted by the Board of Governors of the California Community Colleges, the Governing Board elects to rely primarily upon the advice and judgment of the Faculty Senate on academic and professional matters.

The term "Academic and Professional Matters" ~~refers to the establishment or modification of the following Policy and Procedure matters:~~ means the following policy development and implementation matters:

1. Curriculum, including establishing prerequisites and placing courses within disciplines
2. Degree and certificate requirements
3. Grading policies
4. Educational program development
5. Standards or policies regarding student preparation and success

Blue lines 33-34 = Language pulled directly from 5 CCR § 53200. Other blue in lines 55-70 internal.

Date Adopted: 11/13/2007; Reviewed: 6/10/14; Revised:

(Replaces former Palomar College Policies 2510, 4.0, 4.5 and all previous versions of BP 2510.)

6. Governance structures, as related to faculty roles
7. Faculty roles and involvement in accreditation processes, including self-study and annual reports
8. Policies for faculty professional development activities
9. Processes for program review
10. Processes for institutional planning and budget development
11. Faculty Hiring Policy, Faculty Hiring Criteria, and Faculty Hiring Procedures
12. Other academic and professional matters as mutually agreed upon by the Governing Board and the Faculty Senate. As other such academic and professional matters are identified, they will be added to this list.

Palomar Faculty Federation

Consistent with the EERA (Educational Employment Relations Act), the Palomar Faculty Federation shall represent faculty on campus committees dealing with mandatory subjects of bargaining including; salaries, benefits, and working conditions.

Staff CCE/AFT, Administrative Association, and Confidential and Supervisory Team

All sStaff shall be provided with opportunities to participate in the formulation and development of District policies and procedures that have a significant effect on staff. The opinions and recommendations of the CCE/AFT, Administrative Association, and Confidential and Supervisory Team will be given every reasonable consideration.

Students

The Associated Students shall be given an opportunity to participate effectively in the formulation and development of District policies and procedures that have a significant effect on students, as defined by law. The recommendations and positions of the Associated Students will be given every reasonable consideration. The selection of student representatives to serve on District committees or task forces shall be determined by the Associated Student Governing. made after consultation with the Associated Students. The following topics are identified in the California Code of Regulations, Title 5, Section 51023.7 as having a significant effect on students:

1. Grading policies
2. Codes of student conduct
3. Academic disciplinary policies
4. Curriculum development
5. Courses or programs which should be initiated or discontinued
6. Processes for institutional planning and budget development

Blue lines 33-34 = Language pulled directly from 5 CCR § 53200. Other blue in lines 55-70 internal.

Date Adopted: 11/13/2007; Reviewed: 6/10/14; Revised:

(Replaces former Palomar College Policies 2510, 4.0, 4.5 and all previous versions of BP 2510.)

7. Standards and policies regarding student preparation and success

8. Student services planning and development

9. Student fees within the authority of the district to adopt; and

10. Any other district and college policy, procedure, or related matter that the district governing board determines will have a significant effect on students.

Except for unforeseeable emergency situations, the Board shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate.

Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540, *et seq.*

Blue lines 33-34 = Language pulled directly from 5 CCR § 53200. Other blue in lines 55-70 internal.

Date Adopted: 11/13/2007; Reviewed: 6/10/14; Revised:

(Replaces former Palomar College Policies 2510, 4.0, 4.5 and all previous versions of BP 2510.)

GOVERNING BOARD

REV 9/4/17 no proposed changes

**BP 2610 PRESENTATION OF INITIAL COLLECTIVE BARGAINING
PROPOSALS**

Reference:

Government Code Section 3547

The Superintendent/President is directed to enact administrative procedures that assure compliance with the requirements of Government Code Section 3547 regarding the presentation to the Governing Board of initial proposals for collective bargaining.

All initial collective bargaining proposals, which relate to matters within the scope of representation, shall be made in accordance with the procedures set forth in Government Code Section 3547.

GOVERNING BOARD

REV 9/4/17

BP 2710 CONFLICT OF INTEREST

References:

Government Code Sections 1090 et seq., 1126, and 87200 et seq.
Title 2 Sections 18730 et seq.

Governing Board members and designated employees shall not be financially interested in any contract made by them in their official capacity, Board or in any contract they make in their capacity as Board members, body or board of which they are members.

A Board member shall not be considered to be financially interested in a contract if his/her interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.

A Board member who has a remote interest in any contract considered by the Governing Board shall disclose his/her interest during a Board meeting and have the disclosure noted in the official Board minutes. The Governing Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract.

A Board member shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his/her duties as an officer of the District.

In compliance with law and regulation, the Superintendent/President shall establish administrative procedures to provide for disclosure of assets of income of Governing Board members who may be affected by their official actions, and prevent members from making or participating in the making of Board decisions which may foreseeably have a material effect on their financial interest.

Governing Board members shall file statements of economic interest with the filing officer identified by the administrative procedures.

Governing Board members are encouraged to seek counsel from the District's legal advisor in every case where any question arises.

GOVERNING BOARD

REV 9/4/17

BP 2715 CODE OF ETHICS/STANDARDS OF PRACTICE

References:

ACCJC Accreditation Standard IV.C.11 (formerly IV.B.1.a, e, and h)

Each member of the Palomar Community College District Governing Board will perform his/her duties in accordance with the oath of office. Each member is committed to serving the educational needs of the citizens of the District. The Board's primary responsibility is to provide learning opportunities to each student regardless of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability.

Furthermore, trustees shall:

1. Devote time, thought, and study to the duties and responsibilities of a Trustee in order to render effective and creditable service.
2. Work with fellow Board members in a spirit of harmony and cooperation in spite of differences of opinion that may arise during vigorous debates of points at issue.
3. Base individual decisions upon all available facts in each situation, vote their honest conviction in every case un-swayed by partisan bias, and abide by and uphold the final majority decision of the Board.
4. Remember at all times that an individual member has no legal authority outside the meetings of the Board and will conduct all relationships with District staff, students, the local citizenry, and the media on that basis.
5. Be aware of their responsibility to all citizens of the District and not solely to those who elected them, remembering that the authority delegated by the voters must be exercised with as much care and concern for the least influential as for the most influential member of the community.
6. Resist every temptation and outside pressure to use the position as a community college board member for personal benefit or any other individual or agency apart from the total welfare of the Palomar Community College District.
7. Recognize that it is as important for the Board to understand and evaluate the educational program of Palomar College as it is to plan for the business of District operation.

Date Adopted: 11/13/07; Revised: 04/08/08; Revised: 6/10/14; Revised:

(Replaces former Palomar College Policy 89-13740 and all previous versions of BP 2715.)

8. Bear in mind under all circumstances that the Board is legally responsible for the effective operation of the District. Its primary function is to establish the policies by which the Palomar Community College District is to be administered. The Board shall hold the Superintendent/President and his/her staff responsible for the administration of the educational program and the conduct of District business.
9. Welcome and encourage the active involvement of students, employees, and citizens of the District with respect to establishing policy on current District operation and proposed future developments and consider their views during deliberations and decisions as a Board member.
10. Recognize that deliberations of the Board in closed session are to be kept confidential in accordance with the Brown Act and are not to be released or discussed outside of closed session meetings.
11. Make the most of opportunities to enhance their effectiveness as a Board member through participation in educational conferences, workshops, and training sessions offered by local, state, and national organizations.
12. Be informed about the actions and positions of state and national community college trustees' associations.
13. Strive to provide the most effective community college board service, in a spirit of teamwork and devotion to public education as the greatest instrument for the preservation and perpetuation of our representative democracy.

The Superintendent/President and Governing Board President are authorized to consult with legal counsel when they become aware of or are informed about actual or perceived violations of pertinent laws and regulations, including but not limited to conflict of interest, open and public meetings, confidentiality of closed session information, and use of public resources. Violations of law may be referred to the District Attorney or Attorney General as provided for in law.

Violations of the Governing Board's Policy #2715 (Code of Ethics) will be addressed by the President of the Board, who will first discuss the violation with the Board member to reach a resolution. If resolution is not achieved and further action is deemed necessary, the Governing Board President may appoint an ad hoc committee composed of two Board members to examine the matter and recommend further courses of action to the Board. Sanctions will be determined by the Governing Board officers [or committee] and may include a recommendation to the Governing Board to censure the Board member. If the President of the Governing Board is perceived to have violated the code, the Vice President of the Governing Board is authorized to pursue resolution.

GOVERNING BOARD

REV 10/25/17

BP 2716 GOVERNING BOARD **MEMBER** POLITICAL ACTIVITY**References:**

Education Code Sections 7054, 7054.1 and 7056;
Government Code Section 8314

It is unlawful for any elected or appointed member of the Governing Board - as well as employees and District consultants - to use, or permit others to use, public resources for a campaign activity, or personal or other purposes which are not authorized by law.

"Public resources" means any property or asset owned by the District including, but not limited to: Land, buildings and facilities; Funds; Equipment, supplies, telephones, computers and vehicles as well as; District images, insignia and logos.

Members of the Governing Board shall not use District public resources funds, services, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate including, but not limited to, any candidate for election to the Governing Board.

Initiative or referendum measures may be drafted by the on an area of legitimate interest to the District. The Governing Board may by resolution express the Board's position on ballot measures. Public resources may be used only for informational efforts regarding the possible effects of , District bond issues or other ballot measures.

Yellow Lines 11 – 17 part of Gov. Code Section 8314

Date Adopted: 11/13/2007; Reviewed 6/10/14; Revised:

(Replaces all previous versions of BP 2716.)

GOVERNING BOARD

REV 9/4/17 no proposed changes

BP 2717 PERSONAL USE OF PUBLIC RESOURCES

References:

Government Code Section 8314;

Penal Code Section 424

No Governing Board member shall use or permit others to use public resources, except that which is incidental and minimal, for personal purposes or any other purpose not authorized by law.

GOVERNING BOARD

REV 9/4/17

BP 2720 COMMUNICATIONS AMONG GOVERNING BOARD MEMBERS**Reference:**

Government Code Section 54952.2

Members of the Governing Board shall not communicate among themselves by the use of any form of communication (e.g., personal intermediaries, e-mail, or other technological device) in order to reach a collective concurrence regarding any item that is within the subject matter jurisdiction of the Governing Board.

A majority of the members of the Governing Board shall not, outside of an official Board Meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the Governing Board.

This policy shall not be construed as preventing an employee or official of the District, from engaging in separate conversations or communications, outside of a meeting, with members of the Governing Board in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the Governing Board, **if provided** that person does not communicate to members of the Governing Board the comments or position of any other member or members of the Governing Board. Except for the conditions of this policy, individual contacts or conversations between members of the Governing Board and any other person are not constrained.

GOVERNING BOARD

REV 10/25/17

BP 2725 GOVERNING BOARD MEMBER COMPENSATION**References:**

Education Code Sections 72023.5 and 72024

Governing Board members and the non-voting student member are compensated for their services within the limits established by law. Per Education Code Section 72024 when the full-time equivalent students (FTES) for the prior college year was 25,000 or less, but more than 10,000, each member of the Governing Board of the district who actually attends all meetings held may receive as compensation for his or her services a sum not to exceed four hundred dollars (\$400) in any month.

A member may be paid for any meeting when absent if the board, by resolution duly adopted and included in its minutes, finds that the absence was excused due to personal necessity.

Compensation for the non-voting student member will be set by the Governing Board on or before May 15 of each year.

Board members, except for the non-voting student member, may elect to receive health and welfare benefits extended to District employees.

GOVERNING BOARD

REV 9/4/17

BP 2730 GOVERNING BOARD MEMBER HEALTH BENEFITS

Reference:

Government Code Sections 53201 and 53208.5,

Members of the Governing Board, except for the non-voting student member, are eligible for and may elect to participate in the District's health benefit programs. The benefits of members of the Board through the District's health benefits programs shall not be greater than the most generous schedule of benefits being received by any category of non-safety employee of the District.

Governing Board members health benefits after separation from the District follow procedures of AP 7380 titled Retiree Health Benefits.

GOVERNING BOARD

REV 10/19/17

BP 2735 GOVERNING BOARD MEMBER TRAVEL**Reference:**

Education Code Section 72423

Government Code Section 11139.8.**Reimbursement**

Board members, including the non-voting student member, incurring travel expenses in the performance of their duties shall be eligible for reimbursement with approval of the Board.

Travel Restrictions

Government Code Section 11139.8 prohibits a state agency from requiring its employees, officers, or members to travel to, or approve a request for state-funded or sponsored travel to, any state that, after June 26, 2015, has eliminated protections against discrimination on the basis of sexual orientation, gender identity, or gender expression. This prohibition also applies to any state that has enacted a law that authorizes or requires discrimination against same-sex couples or their family or on the basis of sexual orientation, gender identity, or gender expression, subject to certain exceptions. Government Code Section 11139.8 can be incorporated by reference as part of the local agency's policies on travel. Whenever the California Legislature adopts any changes or amendments to Section 11139.8, they are automatically adopted without further action by any local agency which has incorporated Section 11139.8 as the agency's policies. Therefore, the Palomar Community College District hereby adopts Government Code Section 11139.8 and incorporates it by reference.

It shall be the responsibility of the Superintendent/President or designee, prior to approving Board Travel, to consult the web site of the California Attorney General in order to comply with the travel and funding restrictions imposed by Government Code Section 11139.8.

Travel Budget

The Superintendent/President will, in consultation with the Governing Board, establish an annual travel budget for Board members.

GOVERNING BOARD

REV 9/13/17

BP 2740 GOVERNING BOARD MEMBER EDUCATION AND NEW TRUSTEE ORIENTATION**Reference:****ACCJC** Accreditation Standard **IV.C.9 (formerly IV.B.1.f)**

The Governing Board is committed to its ongoing development as a Board and to an education program that includes an orientation for new Board members.

To that end, Governing Board members will:

- Engage in workshops and study sessions
- Utilize available reading materials and online resources such as those available through the Community College League of California, Association of Community College Trustees, Accrediting Commission for Community and Junior Colleges, Academic Senate of California Community Colleges, and Fair Political Practices Commission
- Attend local, regional, state, and national educational opportunities

The Superintendent/President will administer the New Trustee Orientation program.

GOVERNING BOARD

REV 9/4/17

BP 2745 GOVERNING BOARD SELF-EVALUATION**References:****ACCJC** Accreditation Standards **IV.C.10 (formerly IV.B.1.e and g)**

The Governing Board is committed to assessing its own performance as a Board in order to identify its strengths and areas in which it may improve its functioning.

As part of its Institutional Effectiveness and Review Cycle, the Governing Board shall conduct an annual self-evaluation. The goals of the self-evaluation of the Governing Board are to clarify roles, to enhance harmony and understanding among Board members, and to improve the efficiency and effectiveness of the Board meetings. The ultimate goal is to improve District operations and policies and to demonstrate a commitment to student learning outcomes for the benefit of the students and employees of Palomar College and the citizens of the Palomar Community College District.

Each year the Governing Board shall determine the instrument or process to be used in the self-evaluation. Any evaluation instrument shall incorporate criteria contained in these Board Policies regarding Governing Board operations, as well as criteria defining Board effectiveness disseminated by recognized practitioners in the field.

If an instrument is used, all Governing Board members will be asked to complete the evaluation instrument and submit them to the Secretary to the Board.

A report describing the methodology and results of the evaluations will be presented and discussed at a Board workshop scheduled for that purpose. The results will be used to identify accomplishments in the past year and possible goals for the following year.

GOVERNING BOARD

REV 9-4-17 no proposed changes

BP 2750 GOVERNING BOARD MEMBER ABSENCE FROM THE STATE**Reference:**

Government Code Section 1064

No member of the Governing Board shall be absent from the state for more than 60 days, except in any of the following situations:

- Upon business of community college district with the approval of the Governing Board.
- With the consent of the Governing Board for an additional period not to exceed a total absence of 90 days. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Governing Board.
- For federal military deployment, not to exceed an absence of a total of six months, as a member of the Armed Forces of the United States or the California National Guard. If the absence of a member of the Governing Board pursuant to this subdivision exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence and fill the temporary vacancy. If two or more members of the Governing Board are absent by reason of the circumstances described in this subdivision, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to fill the temporary vacancies and enable the Governing Board to conduct business and discharge its responsibilities.
- The term of an interim member of the Governing Board appointed as set forth above may not extend beyond the return of the absent member, nor may it extend beyond the next regularly scheduled election for that office.

Also see AP 2110 titled Vacancies on the Governing Board

GENERAL INSTITUTION

REV 8/28/17

BP 3225 INSTITUTIONAL EFFECTIVENESS

References:

Education Code Sections 78210 et seq., and 84754.6;

ACCJC Accreditation Standard I.B.5 - 9

The Board is committed to developing goals that measure the ongoing condition of the District's operational environment. The Board regularly assesses the District's institutional effectiveness.

This is a new Procedure recommended by CCLC.

Date Approved:

PALOMAR COLLEGE

SUBJECT: Administrative Procedures

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

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

Procedure Number	Title	Comments
------------------	-------	----------

Chapter 2 (all inclusive)

AP 2110	Vacancies on the Governing Board	SPC approved 12/5/17
AP 2310	Regular Meetings of the Governing Board (for deletion)	
AP 2320	Special and Emergency Meetings	
AP 2350	Speakers (for deletion)	
AP 2610	Presentation of Initial Collective Bargaining Proposals	
AP 2712	Conflict of Interest Code	
AP 2714	Distribution of Tickets or Passes	
AP 2105	Election of Student Trustee	
AP 2340	Agendas	
AP 2365	Recording	
AP 2410	Policy Making Authority and Administrative Procedures	
AP 2435	Evaluation of the Superintendent/President	
AP 2510	Participation in Local Decision Making	
AP 2710	Conflict of Interest	
AP 2735	Governing Board Member Travel	

Various Chapters (misc.)

AP 3225	Institutional Effectiveness
AP 3900	Time Place Manner
AP 5031	Instructional Materials Fee
AP 5530	Student Complaints and Grievances
AP 7380	Retiree Health Benefits

GOVERNING BOARD

REV 10/20/17

AP 2105 ELECTION OF STUDENT TRUSTEE**Reference:**

Education Code Section 72023.5

The President of the Associated Student Government (ASG) shall be elected by a plurality vote of the students who voted in the election and will serve as the Student Trustee. All members of the student body may vote. The ASG President will be elected in accordance with the ASG bylaws. ~~Normally, the ASG elections will be conducted during the spring semester so that the office is filled by June 1, and will be completed in time for the ASG President to take office by June 1.~~

The student body may recall the ASG President, who shall then cease to be the Student Trustee. ~~The position shall then be filled in accordance with the ASG line of succession per ASG Bylaws.~~ The recall process will be conducted in accordance with the ASG bylaws.

Upon notice of an impeachment, the Superintendent/President may conduct an investigation to determine if the impeachment was executed in bad faith. ~~The Superintendent/President may, within twenty (20) school days of such a determination, call a special election. The special election will be conducted in accordance with ASG bylaws. No special election will be called within thirty (30) days of a regularly scheduled election for the ASG President.~~

Also see BP 2105 titled Election of Student Trustee and BP 2015 titled Student Trustee

Office of Primary Responsibility: Superintendent/President

GOVERNING BOARD

REV 9/19/17 no proposed changes

AP 2110 VACANCIES ON THE GOVERNING BOARD**References:**

Education Code Sections 5090 et seq.;
Government Code Sections 1770 and 6061

When the Governing Board determines to fill the vacancy by appointment, the Superintendent/President shall assure that there is ample publicity to and information for prospective candidates. Publicity shall include posting in three public places in the District and publication in a newspaper of general circulation. The posted notice of vacancy shall include directions regarding applications or nominations of legally qualified candidates. Persons applying or nominated must meet the qualifications required by law for members of the Governing Board.

Persons applying for appointment to the Governing Board shall receive a letter from the Superintendent/President containing information about the District and the Board, and including a candidate information sheet to be completed and returned by a specific date.

The Governing Board shall request personal interviews with candidates. Interviews will be conducted in a public hearing scheduled for that purpose. Each Board member will review all candidate information sheets, with final selection made by a majority vote of the Governing Board members at a public meeting called for that purpose.

Whenever a provisional appointment is made, the Governing Board shall, within 10 days of the provisional appointment, post notices of both the actual vacancy or the filing of a deferred resignation and the provisional appointment in three public places in the District. It shall also publish a notice in a newspaper of general circulation.

The notice shall state the fact of the vacancy or resignation and the date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation. It shall also contain the full name of the provisional appointee to the Governing Board, the date of appointment, and a statement that unless a petition calling for a special election, containing a sufficient number of signatures, is filed in the office of county superintendent of schools within 30 days of the date of the provisional appointment, it shall become an effective appointment.

A provisional appointment confers all powers and duties of a Governing Board member upon the appointee immediately following his/her appointment. A person appointed to fill a vacancy shall hold office only until the next regularly scheduled election for Governing Board members. An election shall be held to fill the vacancy for the remainder of the unexpired term. A person elected at an election to fill the vacancy shall hold office for the remainder of the term in which the vacancy occurs or will occur.

Office of Primary Responsibility: Superintendent/President

Date Approved: SPC 05/01/2007; Reviewed: 4/29/14; Reviewed:

(Replaces all previous versions of AP 2110.)

GOVERNING BOARD

REV 9/20/17 deletion recommended

AP 2310 — REGULAR MEETINGS OF THE GOVERNING BOARD

References:

Education Code Section 72000(d);

Government Code Sections 54952.2, 54953 et seq., and 54961

The Governing Board meets on the second Tuesday of each month. Any item for the agenda must be in the President's Office ten days prior to each Tuesday meeting. The fourth Tuesday of the month will be kept open for special meetings, orientations, workshops, or training sessions, should they be needed.

Office of Primary Responsibility: Superintendent/President

Not a legally required AP. Language covered in BP. Departmental process. Does not pertain to Regular meetings.

Date Approved: SPC 05/01/2007; Reviewed: 4/29/14

(Replaces former Palomar College AP 12.3)

GOVERNING BOARD

REV 9/19/17 no proposed changes

AP 2320 SPECIAL AND EMERGENCY MEETINGS**References:**

Education Code Sections 72023.5 and 72129;
Government Code Sections 54956 and 54956.5

Whenever a special meeting of the Governing Board is called, the Superintendent/President shall cause the call and notice to be posted at least 24 hours prior to the meeting in a location freely accessible to the public. The Superintendent/President shall also ensure that the following notices of the meeting are delivered either personally or by other means:

- Written notice to each member of the Governing Board, including the Student Trustee
- Written notice to each local newspaper of general circulation, and each radio or television station that has previously requested in writing to be provided notice of special meetings

The written notice must be received at least 24 hours before the time of the meeting as set out in the notice. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed. The notice may be waived by members of the Governing Board in writing either prior to or at the time of the meeting.

Whenever an emergency meeting of the Governing Board is called, the Superintendent/President shall cause notice to be provided by telephone at least one hour prior to the meeting to each local newspaper of general circulation and each radio or television station that has requested notice of special meetings. If telephone services are not functioning, the Superintendent/President shall provide the newspapers, radio stations, and television stations with information regarding the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

Office of Primary Responsibility: Superintendent/President

GOVERNING BOARD

REV 9-19-17

AP 2340 AGENDAS

Reference:

Education Code Section 72121

Agenda Development

Governing Board meeting agendas are developed by the Superintendent/President in consultation with the Governing Board President.

The agenda shall include line items for reporting by the following individuals and groups:

- Governing Board President
- Governing Board Trustees
- Student Trustee
- Superintendent/President
- Faculty Senate
- Palomar Faculty Federation
- Administrative Association
- Confidential and Supervisory Team
- CCE/AFT
- Associated Student Government

Public Participation

Any member of the public who wishes to place a matter on the agenda of an open Board meeting shall notify the Superintendent/President in writing at least ten calendar days before any regular meeting. The signed written notification shall specify the matter and include any relevant background information and provide contact information.

The Superintendent/President shall determine whether the specific matter is directly related to the business of the District or is appropriate for an open Board meeting. Any decision by the Superintendent/President not to place a requested matter on the agenda may be appealed in writing to the Board.

The agenda will include regularly scheduled standing items from the Faculty Senate, the Palomar Faculty Federation, the Associated Student Government, the CCE/AFT, the Administrative Association, the Confidential and Supervisory Team, and the Superintendent/President.

Yellow – chgs proposed by President, guidelines provided by CCLC.

Date Approved: SPC 05/01/2007; Reviewed: 4/29/14; Revised:

(Replaces former Palomar College AP 12.8 and BP 12.10 and all previous versions of AP 2340.)

Public Access

A statement will be included on Board Agendas requesting that individuals who desire the agenda information in an accessible format and/or require other accommodations should contact the President's Office.

Governing Board agendas are posted to the District's website and in a conspicuous location that is freely accessible to members of the public 24 hours a day located near the meeting location in accordance with applicable laws.

Any person may file a written request to receive Governing Board agendas, or the entire agenda packet, in paper form; fees may apply. Such requests are valid for one calendar year and must be renewed annually by January 1 of each year.

Governing Board agendas and meeting materials are available for public review in the Office of the President in accordance with applicable laws and are also available at each meeting of the Board.

Fees

Fees for paper copies of Governing Board meeting materials will not exceed those allowed by law.

Office of Primary Responsibility: Superintendent/President

Yellow – chgs proposed by President, guidelines provided by CCLC.

Date Approved: SPC 05/01/2007; Reviewed: 4/29/14; Revised:

(Replaces former Palomar College AP 12.8 and BP 12.10 and all previous versions of AP 2340.)

GOVERNING BOARD

REV 9/20/17 recommended for deletion

AP 2350 — SPEAKERS**References:**

Education Code Section 72121.5;
Government Code Sections 54950 et seq.

Any member of the public seeking to speak to the Board and complain against an individual District employee may do so pursuant to the provisions of this procedure. These individuals are encouraged to contact the supervisor of the employee against whom they have a complaint and seek resolution of the complaint by informal means; however, their right to address the Governing Board is not dependent upon their doing so.

The employee against whom a complaint is made by a member of the public under this policy shall be entitled to the following: (1) Written Notice from an authorized representative of the Governing Board that the complaint has been made against him or her; and, (2) The date the complaint was made and a verbatim transcript of the complaint as presented to the Board; and, (3) The right to respond both orally and in writing to the complaint within a reasonable time thereafter, to the Board; and, (4) All rights provided by established grievance procedures for the employee's job classification, e.g., faculty, classified, administrative.

Office of Primary Responsibility: Superintendent/President

An AP is not required or recommended by CCLC.

Date Approved: SPC 05/01/2007; Reviewed: 4/29/14
(Replaces former Palomar College AP 12.10.1)

GOVERNING BOARD

REV 10/27/17

AP 2365 RECORDING

References:

Government Code Sections 6250 and 54953.5

The Superintendent/President's Office is responsible for will maintaining audio recordings of Board meetings, excluding closed sessions for ~~two one years~~ at least six months following the meeting.

The audio records shall be made available to the public and the news media in accordance with the California Public Records Act, Government Code Section 6250.

The agenda for each meeting shall state, in a prominent place, that the meetings are being recorded electronically.

Office of Primary Responsibility: Superintendent/President

GOVERNING BOARD

REV 10/20/17

AP 2410 POLICY MAKING AUTHORITY BOARD POLICIES AND ADMINISTRATIVE PROCEDURES**References:**

Education Code Section 70902;

Accreditation Standards I.B.7; I.C.5; IV.C.7; and IV.D.4 (formerly IV.B.1.b and e)

The Palomar Community College District Governing Board is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for Board action and administrative procedures for Superintendent/President action.

The Superintendent/President acts as the professional advisor to the Governing Board in policy formation.

Recommendations for the establishment of new, or revision of existing, Governing Board Policy or Administrative Procedure may be submitted by any member of the college community and should be directed to the Superintendent/President or his/her designee.

In determining the need for a new policy or procedure the following questions are considered:

- Must this issue be addressed to ensure compliance with applicable laws, regulations, or accreditation mandates OR is it being considered due to an individual problem/incident?
- Does the policy/procedure have institution-wide application OR is it better addressed in an operational manual or as a department guideline?
- Is the language contained in the BP/AP general and broad enough to avoid the necessity for frequent revisions?

The District has an established a Policies and Procedures Committee made up of constituent group representatives whose responsibility it is to participate in the review, recommendation and monitoring of Governing Board Policies and Administrative Procedures. All District Policies and Procedures are vetted through the shared governance process. Final approval of Board Policy rests with the Governing Board. Final approval of Administrative Procedure rests with the Superintendent/ President.

Blue revised at 10/20/17 P&P meeting.

Date Approved: SPC 05/01/2007; Reviewed: 4/29/14; Revised:

(Replaces former Palomar College Policy 3.04 and all previous versions of AP 2410.)

~~No member or organization of the College community is precluded from presenting a policy proposal to the Governing Board or any of the recommending agencies. A citizen or organization of the College District should direct policy proposals to the President of the College in his/her capacity as Secretary to the Governing Board. Proposals may be presented to all of the recommending agencies simultaneously.~~

~~It is recommended, therefore, that policy proposals not be presented directly to the Governing Board except for compelling or urgent reasons.~~

~~The recommending agencies include:~~

~~(1) — the Associated Student Government~~

~~(2) — the Faculty Senate~~

~~(3) — the Strategic Planning Council.~~

~~A recommending agency may recommend adoption, amendment, referral to another agency, or reconsideration of a proposal. Interagency communication may take whatever form the involved agencies may deem necessary in accordance with the nature and urgency of the policy proposal.~~

~~Recommendations for adoption of policy shall be made in writing to the Governing Board.~~

Office of Primary Responsibility: Superintendent/President

Also see: BP 2200 Board Duties and Responsibilities, BP 2430 Delegation of Authority to the Superintendent/President, BP 2410 Board Policies and Administrative Procedures, BP 2510 Participation in Local Decision Making

Blue revised at 10/20/17 P&P meeting.

Date Approved: SPC 05/01/2007; Reviewed: 4/29/14; Revised:

(Replaces former Palomar College Policy 3.04 and all previous versions of AP 2410.)

GOVERNING BOARD

REV 9/18/17

AP 2435 EVALUATION OF THE SUPERINTENDENT/ PRESIDENT

Reference:

ACCJC Accreditation **Standard IV.C.3 (formerly IV.A)**

Evaluation of the Superintendent/President should be an ongoing and systematic process conducted both informally and formally. Its purpose is to clarify the expectations placed on this position by the Governing Board and to assess performance based upon these expectations.

The employment agreement between the Superintendent/President and the Palomar CCD addresses the annual evaluation of the Superintendent/President.

Formal evaluation shall occur once each year and shall be the responsibility of the Governing Board. The process and criteria used shall be understood by and mutually acceptable to the Board and the Superintendent/President.

The Governing Board's formal evaluation of the Superintendent/President shall result in a written record of performance upon which the Board will base its annual review of the contract of the Superintendent/President.

The evaluation of the Superintendent/President shall be placed in his/her personnel file.

Office of Primary Responsibility: Superintendent/President

GOVERNING BOARD

REV 9/18/17

AP 2510 PARTICIPATION IN LOCAL DECISION-MAKING**References:**

Education Code Section 70902(b)(7);

Title 5 Sections 53200 et seq., 51023.5, and 51023.7;

ACCJC Accreditation Standards **IV.A and IV.D.7 (formerly IV.A.2 and IV.A.5)**

The Palomar College governance structure involves faculty, staff, administration, students, and the community in the planning and operation of the District.

The governance structure and practices embrace the Palomar Community College District values of supporting inclusiveness of individual and community viewpoints in collaborative decision-making processes; promoting mutual respect and trust through open communication and actions; and fostering integrity as the foundation for all we do.

The Governing Board is the final authority for governance at the Palomar Community College District. The Governing Board delegates authority to the Superintendent/President who in turn solicits and receives input through the shared governance decision-making process.

Organization

The Strategic Planning Council (SPC), as the principal participatory governance body of the District, creates the processes for recommending policies and governance committee structures. The SPC reviews actions, recommendations, and requests of **Planning Councils, Committees, planning groups** and task forces. The SPC amends and guides the planning processes and **recommends policies and procedures to** respond to the changing needs of the student population and the internal and external environments. The Strategic Planning Council develops, implements, evaluates continuously, and revises, if necessary, the District's plans and initiatives, both long-term and short-term. A three-year planning cycle is used to implement the Strategic Plan.

An Annual Implementation Plan outlines the tasks and actions to be accomplished during the upcoming year. The SPC reviews the Annual Implementation Plan three times during an academic year to evaluate progress toward the vision and strategic goals.

The Superintendent/President serves as the chair of the SPC. To provide communication within the governance structure, all **Planning Council** chairs report progress on their objectives and activities at each SPC meeting.

Date Approved: SPC 05/01/2007; Reviewed: 4/29/14; Revised:*(Replaces all previous versions of AP 2510.)*

Representation

The governance structure provides for representation from seven recognized constituencies of the Palomar Community College District: ~~students, Faculty Senate, bargaining unit faculty, bargaining unit classified staff, Administrative Association members, Confidential and Supervisory employees, and senior and executive administration.~~

~~Appointments from the constituencies, when not specified by position, are made by the:~~

1. ASG – students
2. Faculty Senate – faculty on academic and professional matters
3. PFF/AFT – faculty
4. CCE/AFT– classified staff
5. Confidential and Supervisory Team (CAST) – supervisors and confidential employees
6. Administrative Association – directors and managers
7. Superintendent/President – senior and executive administrators

Appointments from the constituencies, when not specified by position, are made by the ~~respective constituency group's leadership.~~ The constituent appointees serve the length of term designated by their representative group.

Responsibilities of Representatives

The primary responsibilities of representatives are as follows:

- prepare for and attend meetings
- participate in discussions ~~and contribute to informed decision making~~
- communicate with ~~one's individual constituency~~ ~~ies~~ ~~members, keeping them informed of the proceedings and recommendations.~~; and
- ~~contribute to informed decision making~~

Recommendation Process

Recommendations shall emerge ideally as a result of group consensus. When consensus cannot be reached, a majority of those voting shall determine the recommendation.

Each ~~Council/Committee/Task Force~~ chair is responsible for communicating recommendations through the appropriate administrative and/or governance structure.

~~All representatives are responsible for keeping their respective constituencies informed of the proceedings and recommendations.~~

The process for presenting items first for Information, then for action at a subsequent meeting shall be followed, thus allowing sufficient time for discussion. Allowance will be made for suspending this process when deemed appropriate by a majority.

Definitions of Governance Structures

Council

A group of constituency representatives designated or selected to act in an advisory capacity that meets on a regular basis. The charge of a council entails college-wide issues and reports directly to the Strategic Planning Council (SPC).

Committee

- **Operational Standing Committee** – A **standing committee group** of constituency representatives intended to consider all matters pertaining to procedural issues as defined by its role. **An operational standing committee is part of the governance structure. Standing Committees do not sunset.**
- **Subcommittee** – A permanent sub-group convened by a **Standing Committee** or **Council** to consider specific subjects in detail for recommendations back to the **Standing Committee** or **Council**. The chair must be a member of the committee or council to which it reports. Other members need not be members of the committee to which it reports but may be appointed by the appropriate constituent group(s) as defined by the subcommittee membership.
- **Ad Hoc Committee** – A working group or sub-group created by a council or **operational standing committee** to address and make recommendations on a particular subject. The members need not be from a council or committee. **Ad-Hoc Committees meet until the subject/issue is resolved**

Task Force

A constituency-represented group specifically convened by and reporting to SPC or to the Superintendent/President to address a special college-wide subject/issue and meets until the subject/issue is resolved.

Open Access

Governance meetings are public. In addition to representation afforded to individuals through constituencies, other individuals and groups will be heard in accordance with the Brown Act. Written minutes will be prepared for all governance meetings. Agendas, minutes, reports, and other work products of all governance committees and other groups involved in governance should be made readily accessible to all interested parties.

Evaluation

The SPC and planning councils will regularly evaluate the governance structures and process and communicate the results of these evaluations.

Office of Primary Responsibility: Superintendent/President

GOVERNING BOARD

REV 9/19/17 no proposed changes

AP 2610 PRESENTATION OF INITIAL COLLECTIVE BARGAINING PROPOSALS**Reference:**

Government Code Section 3547

Whenever an initial collective bargaining proposal is received from an exclusive representative of District employees, or whenever the District's own negotiator presents an initial proposal, the following actions must be taken at public meetings of the Governing Board:

- The exclusive representative or the District must present the initial collective bargaining proposal orally or in writing to the Governing Board at a public meeting.
- Between the initial presentation and subsequent opportunity for public response, all initial collective bargaining proposals will be available for public review in the District's Human Resources Office.
- The public shall have an opportunity to respond to the exclusive representative's or District's initial proposal at a subsequent public Governing Board meeting. The opportunity for public response shall appear on the Governing Board's regular agenda. Public response shall be taken in accordance with the Board's Policies regarding speakers.
- After the public has an opportunity to respond to an initial proposal presented by the District, the Governing Board shall, at the same meeting or a subsequent meeting, adopt the District's initial proposal. The adoption shall be indicated as a separate action item on the Board agenda. There shall be no amendment of the District's initial proposal unless the public is again afforded a reasonable opportunity to respond to the proposed amendment at a public meeting.
- If new subjects of meeting and negotiating arise after the presentation of initial proposals, the following procedure shall be followed: all new subjects of meeting and negotiating, whether proposed by the exclusive representative or the District, shall be posted by the District in the same public place as it posts its agendas within twenty-four (24) hours after their presentation in negotiations.
- When a request to reopen a collective bargaining agreement, as required by the agreement, is received from an exclusive representative or is made by the District, the public notice procedure outlined in this procedure shall be followed.

40 When the District and the exclusive representative agree to amend an executed
41 collective bargaining agreement in accordance with the agreement, the following
42 procedure shall be followed:

- 43 • The amendment shall appear on the agenda as a notice item, for action at a
44 subsequent Governing Board meeting.
- 45 • The public shall have an opportunity to respond to the amendment at a
46 subsequent Governing Board meeting. The public response shall be indicated
47 on the agenda.

48 Office of Primary Responsibility: Superintendent/President

GOVERNING BOARD

REV9/19/17

AP 2710 CONFLICT OF INTEREST**References:**

Government Code Sections 87105 and 87200-87210;

Title 2 Sections 18700 et seq. and as listed below

2 Federal Code of Regulations Part 200.318(c)(1); and other citations as listed below**Incompatible Activities (Government Code Sections 1126 and 1099)**

Board members and employees shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to the Governing Board member's duties as an officer of the District. A Governing Board member shall not simultaneously hold two public offices that are incompatible. When two offices are incompatible, a Governing Board member shall be deemed to have forfeited the first office upon acceding to the second.

Financial Interest (Government Code Sections 1090 et seq.)

Board members and employees shall not be financially interested in any contract made by the Governing Board or in any contract they make in their capacity as members of the Governing Board or as employees.

A Governing Board member shall not be considered to be financially interested in a contract if his or her interest meets the definitions contained in applicable law (Government Code Section 1091.5).

A Governing Board member shall not be deemed to be financially interested in a contract if he or she has only a remote interest in the contract and if the remote interest is disclosed during a Governing Board meeting and noted in the official Board minutes. The affected Governing Board member shall not vote or debate on the matter or attempt to influence any other member of the Board to enter into the contract. Remote interests are specified in Government Code Section 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his or her minor child.

No Employment Allowed (Education Code Section 72103(b))

An employee of the District may not be sworn in as an elected or appointed member of the Governing Board unless and until he or she resigns as an employee. If the employee does not resign, the employment will automatically terminate upon being sworn into office.

Yellow = CCLC Update 30**Date Approved: SPC 05/01/2007; Reviewed: 4/29/14***(Replaces all previous versions of AP 2710.)*

Financial Interest in a Decision (Government Code Sections 87100 et seq.)

If a Governing Board member or employee determines that he or she has a financial interest in a decision, as described in Government Code Section 87103, this determination shall be disclosed and made part of the Governing Board's official minutes. In the case of an employee, this announcement shall be made in writing and submitted to the Governing Board. A Governing Board member, upon identifying a conflict of interest, or a potential conflict of interest, shall do all of the following prior to consideration of the matter:

- Publicly identify the financial interest in detail sufficient to be understood by the public
- Recuse himself or herself from discussing and voting on the matter
- Leave the room until after the discussion, vote, and any other disposition of the matter is concluded unless the matter is placed on the agenda reserved for uncontested matters. A Governing Board member may, however, discuss the issue during the time the general public speaks on the issue

Gifts (Government Code Section 89503)

Board members and family members and any employees who manage public investments shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law.

Designated employees shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law if the employee would be required to report the receipt of income or gifts from that source on his/her statement of economic interests.

The above limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value.

Gifts of travel and related lodging and subsistence shall be subject to the above limitations except as described in Government Code Section 89506.

A gift of travel does not include travel provided by the District for Governing Board members and designated employees.

Governing Board members and any employees who manage public investments shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering (Government Code Sections 89501 and 89502).

Designated employees shall not accept any honorarium that is defined as any payment made in consideration for any speech given, article published, or attendance at any

Yellow = CCLC Update 30

Date Approved: SPC 05/01/2007; Reviewed: 4/29/14

(Replaces all previous versions of AP 2710.)

public or private gathering, if the employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. The term "honorarium" does not include:

- Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession unless the sole or predominant activity of the business, trade or profession is making speeches
- Any honorarium that is not used and, within 30 days after receipt, is either returned to the donor or delivered to the District for donation into the general fund without being claimed as a deduction from income tax purposes

Representation (Government Code Section 87406.3)

Elected officials and the Superintendent/President shall not, for a period of one-year after leaving their position, act as an agent or attorney for, or otherwise represent for compensation, any person appearing before that local government agency.

Contracts Supported by Federal Funds (2 Code of Federal Regulations Part 200.318(c)(1))

No employee, Board member, or agent of the District may participate in the selection, award, or administration of a contract supported by a federal award if he/she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, Board member, or agent, any member of his/or her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The Board members, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Disciplinary action will be taken for violations of such standards by Board members, employees, or agents of the District.

Office of Primary Responsibility: Superintendent/President

Yellow = CCLC Update 30

Date Approved: SPC 05/01/2007; Reviewed: 4/29/14

(Replaces all previous versions of AP 2710.)

GOVERNING BOARD

REV 9/19/17 no proposed changes

AP 2712 CONFLICT OF INTEREST CODE**References:**

Government Code Section 87100 – 87500;
Title 2 Section 18730

The Political Reform Act (Government Code Sections 87100 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Title 2 California Code of Regulations Section 18730) which contains the terms of a standard conflict of interest code, and which can be incorporated by reference as the local agency's conflict of interest code. Whenever the Fair Political Practices Commission adopts any changes or amendments to Section 18730, they are automatically adopted without further action by any local agency which has incorporated Section 18730 as the agency's conflict of interest code. Therefore, the Palomar Community College District ("District") hereby adopts Section 18730 and incorporates it by reference as its conflict of interest code. This replaces and supersedes any prior conflict of interest code after approval by the San Diego County Board of Supervisors.

Designated employees who are required to file statements of economic interest are set forth in Appendix "A." Those designated employees are classified as either "Government Code Section 87200 Filers" or "Code Filers." Government Code Section 87200 Filers shall file their statements of economic interest with the San Diego County Board of Supervisors with the District retaining a copy. Code Filers will file their statements of economic interest with the District which will retain the originals.

APPENDIX "A"

Government Code Section 87200 Filers

The following designated employees manage public investments and shall file a full statement of economic interest for all disclosure categories listed below.

- Governing Board Members
- Superintendent/President
- Assistant Superintendent/Vice President for Finance and Administrative Services

Code Filers

The following designated employees shall file statements of economic interest for the disclosure categories shown after their titles.

- | | |
|--|-----------------------------|
| • Assistant Superintendent/Vice President
for Human Resource Services | Category 6 |
| • Assistant Superintendent/Vice President
for Instruction | Categories 5, 6 |
| • Assistant Superintendent/Vice President
for Student Services | Categories 5, 6 |
| • Director, Fiscal Services | Categories 4, 5 |
| • Deans | Category 6 |
| • Director, Business Services | Categories 1, 4, 5 |
| • Director, Facilities | Categories 1, 2, 3, 4 |
| • Police Chief | Categories 5, 6 |
| • Consultant* | Categories 1, 2, 3, 4, 5, 6 |

*Consultants must be included in the list of designated employees and must disclose pursuant to the broadest disclosure category in this Code subject to the following limitation: The Superintendent/President or designee may determine in writing that a particular consultant, although a "designated position" is hired to perform a range of duties that were limited in scope and thus not required to comply fully with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based on that description, a statement of the extent of disclosure requirements. The Superintendent/President's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property which the designated employees must disclose for each disclosure category to which he/she is assigned.

Category 1: All investments and business positions and sources of income from business entities that do business with the District or own real property within the boundaries of the District, plan to do business or own real property within the boundaries of the District within the next year, or have done business with or owned real property within the boundaries of the District within the past two years.

Category 2: All interests in real property which is located in whole or in part within, or not more than two miles outside, the boundaries of the District.

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District, plan to engage in such activities within the jurisdiction of the District within the next year, or have engaged in such activities within the jurisdiction of the District within the past two years.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles, or equipment of a type purchased or leased by the District.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, materials, machinery, vehicles, or equipment of a type purchased or leased by the designated employee's Department.

Office of Primary Responsibility: Superintendent/President

GOVERNING BOARD

REV 9/19/17 no proposed changes

AP 2714 DISTRIBUTION OF TICKETS OR PASSES**Reference:**

Title 2 Section 18944.1

The Superintendent/President shall ensure compliance with the following procedures for the distribution, use and reporting of tickets or passes which are made available to or for the District and are distributed to a District official for admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose.

These procedures shall ensure that all tickets and passes distributed by the District are issued in furtherance of the public purposes of the District pursuant to Section 18944.1 of Title 2 of the California Code of Regulations ("Section 18944.1"). The public purpose for providing a ticket and/or pass to a District official is to further the District's mission or significantly contribute to the professional development of the District official or member of the Governing Board. Tickets or passes distributed and accounted for in compliance with this policy and Section 18944.1 will not be considered as gifts to the District official who makes use of such tickets or passes.

Definitions

"District official" means every member, officer, employee or consultant of the Palomar Community College District, as defined in Government Code Section 82048 and Fair Political Practices Commission (FPPC) Regulation 18701. Such term shall include any District Governing Board member or employee required to file an annual Statement of Economic Interests (FPPC Form 700).

"Immediate family" means spouse and dependent children.

"Ticket or pass" means an admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose, as defined in Section 18944.1.

Applicability

This policy applies to tickets and passes that are:

- Gratuitously provided to the District by an outside source
- Acquired by the District by purchase, or
- Received by the District as consideration pursuant to the terms of a contract or because the District owns or controls the facility or venue at which the event occurs or sponsors the event.

This policy does not apply to tickets or passes that are:

- Provided to a District official to carry out his/her job duties or where the District official will perform a ceremonial role or function on behalf of the District, as long as the District reports the distribution of the ticket or pass on its website as set forth below.
- Treated by the District official as income consistent with federal and state income tax laws and the District reports the distribution of the ticket or pass as income to the official and on its website as set forth below. If the District official is required to file an annual Statement of Economic Interests (FPPC Form 700), the official shall be responsible for determining whether the income represented by the ticket or pass must be reported on the official's FPPC Form 700.
- The District official purchases or reimburses the District for the face value of the tickets or passes

If other benefits, such as food, or other items, are provided to the District official or employee at the event and they are not included as part of the admission to the event, those benefits will need to be accounted for as gifts to the District official or employee.

Public Purpose

The public purpose for providing a ticket and/or pass to a District official is to further the District's mission or significantly contribute to the professional development of the District official or member of the Governing Board. This includes but is not limited to the following:

- Promotion of education related policy activities on behalf of the District, nationally, regionally and statewide
- Marketing promotions highlighting the achievements of public agencies, local residents, nonprofits, community groups and businesses in the areas of education
- Promotion and marketing of District facilities and resources available for public use
- Promotion of District recognition, visibility, and/or profile on a local, state, national or international scale
- Promotion of District issues and interests at event sponsored by other governmental agencies and government related industry groups, and nonprofit organizations
- Attendance at student productions, scholarship dinners, welcome dinners, recognition dinners, award banquets, graduation ceremonies, pinning ceremonies, commencement activities, end-of-year parties, student performances, student plays, student or faculty debates, student sporting events, student or faculty presentations, and/or similar events that may have some

amusement, entertainment, or recreational component within or on behalf of the District

- Promotion of open government by District official appearances, participation and/or availability at business or community events
- Sponsorship agreements involving private events where the District specifically seeks to enhance the District's reputation both locally and regionally by serving as hosts providing the necessary opportunities to meet and greet visitors
- All written contracts where the District, as a form of consideration, has required that a certain number of tickets or suites be made available for its use
- Employment retention programs, including enhancement of employee morale
- Charitable 501(c)(3) fundraisers for the purpose of networking with other community and civic leaders
- Spouses of District officials in order to accompany him/her to any events listed above
- Any purpose similar to above included in any District contract

Distribution

The District has sole discretion to determine who shall receive the tickets or passes received or acquired by the District.

- Tickets or passes that are donated or provided by an outside source and are earmarked for use by a specific District official are considered gifts to the District official and are subject to the disclosure and reporting requirements applicable to gifts, unless one of the exemptions listed above apply.
- Tickets or passes received by the District from an outside source without designation as to the specific District official who may use the tickets or passes shall be forwarded to the Office of the Superintendent/President. The Superintendent/President or designee shall determine the face value of the tickets or passes, the District official who may use them, and report their distribution as provided below.
- The District will distribute the ticket or pass to the person who will benefit most directly or whose regular role in the District most directly relates to the facility, event, show, or performance. If more than one person would benefit equally or their role relates equally to the facility, event, show, or performance, the District will select one person to receive the ticket or pass by lot or rotation.

Transfer Prohibition

The transfer by any District official of any tickets and/or passes distributed pursuant to this policy to any other person, except to members of the District official's immediate family for their personal use, is prohibited. The District official or any member of the official's immediate family may, however, return any ticket or pass unused to the District for redistribution pursuant to this policy.

Date Approved: SPC 9/4/13; Reviewed: 4/29/14; Reviewed:

(Replaces all previous versions of AP 2714.)

Reporting Requirement

The forms shall be forwarded to the FPPC for posting on its website, as required by Section 18944.1.

Consistency with Section 18944.1

AP 2714 is intended to be consistent with Section 18944.1. In the event of any inconsistency between AP 2714 and Section 18944.1 as may be amended from time to time, Section 18944.1 shall prevail.

Office of Primary Responsibility: Superintendent/President

GOVERNING BOARD

REV 10/19/17

AP 2735 GOVERNING BOARD MEMBER TRAVEL**References:**

Education Code Section 72423

Government Code Section 11139.8.

Eligibility for reimbursement of travel expenses does not guarantee reimbursement of travel expenses. The District may reimburse Trustees for necessary expenses incurred to attend conferences, workshops, meetings, and college and site visitations provided:

- the travel is authorized by the Superintendent/President;
- the appropriate Travel Approval/Reimbursement Claim form has been completed to ensure compliance with provisions of the District's workers' compensation policy, and;
- that availability of funds in the appropriate budget account have not been depleted.

Travel conducted before the approved request form is on file may be denied for reimbursement.

To support the District the Board may adopt a fixed amount annually as part of the regular budget process. Effective fiscal year 2018/19 the amount of travel monies and the manner in which these funds will be expended will be determined by the Board prior to the adoption of the final budget.

Any unexpended funds at the end of the fiscal year will be returned to the General Fund.

Reimbursement for trustee travel expenses shall follow District procedures (see AP 6900 - Travel.)

Travel Request and Required Forms

The Superintendent/President reviews and authorizes Trustees' travel requests.

Trustees requesting travel and meeting expenses should plan ahead to avoid unnecessary short-notice travel, late registration fees, and increased costs associated with airfare, etc.

This procedure is suggested as good practice.

Date Approved:

All expenses must be properly itemized and accompanied by the necessary receipts. Requests for reimbursement are to be submitted to the Superintendent/President or his/her designee within 30 days from the completion of travel.

Failure to provide proof of actual expenses, normally in the form of credit card receipts, hotel receipts, itemized restaurant receipts, etc. within 30 days following travel may result in denial of reimbursement, a moratorium on future travel and/or a forfeiture of the District credit card.

All travel outside the United States must be approved in advance by the Governing Board.

Expectations for board member travel

Board members are expected to represent the public interest:

Advocate for and protect the District;

Foster a professional environment which reflects well on the District, and engenders respect for the District;

Not engage in any activity that is inconsistent with or in conflict with to his/her duties as an officer of the District; including the appearance of conflict of interest;

Remember that as an individual Board member they have no legal authority;

If a majority of the Board travels together they shall avoid using a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business of a specified nature that is within the subject matter jurisdiction of the Governing Board.

Upon return from travel, the Board members are encouraged to provide a written or oral report describing the content of the event attended to share with other Board members.

Office of Primary Responsibility: Superintendent/President

Also see BP 2715 Code of Ethics/Standards of Practice, BP 2720 [Communication among Governing Board Members](#), BP 2735 Governing Board Member Travel and AP 6900 Travel.

This procedure is suggested as good practice.

Date Approved:

STUDENT SERVICES

REV 8/28/17

AP 3225 INSTITUTIONAL EFFECTIVENESS**References:**

Education Code Sections 78210 et seq. and 84754.6;
ACCJC Accreditation Standards I.B.5 – 9

The College shall develop, adopt, and publically post institutional effectiveness goals addressing:

- (1) accreditation status
- (2) fiscal viability
- (3) student performance outcomes; and
- (4) programmatic compliance with state and federal guidelines.

The goals should be challenging and quantifiable, address achievement gaps for underrepresented populations, and align the educational attainment of California's adult population to the workforce and economic needs of the state.

This is a new Procedure recommended by CCLC.

Date Approved:

AP 5550-3900 SPEECH: TIME, PLACE, AND MANNER

References:

Education Code Sections 76120 and 66301

The students and employees of the District and members of the public shall be permitted to exercise their rights of free expression subject to the time, place and manner policies and procedures contained in Board Policy 5550 and these procedures. This procedure and its implementing policy shall be applied equitably and fairly.

The District shall place no restrictions on any person, organization, or group on the basis of the content of constitutionally protected free speech/free expression provided that the speech/expression does not:

- Violate lawful community college policies and regulations, including illegal harassment and discrimination;
- Create a clear and present danger of the commission of unlawful acts;
- Cause the substantial disruption of the orderly operation of the College/District.

All College/District exterior grounds which are generally available to the public are available for students, district employees and members of the public to exercise their rights of free speech/expression. The exterior grounds include open spaces (both grassy and paved), walkways, and similar common areas where students and the public normally congregate. These areas provide visibility and allow communication to a large number of students, district employees, and others on campus without creating a substantial disruption to instruction and other service delivery activities of the College/District.

Use of District Property

I. General Provisions

A. The District derives its basic authority from the California Education Code. All pertinent local, state and federal statutes are in force on District property and may be enforced by authorized campus or off-campus agencies.

B. All persons on District Property are required to abide by Board policies

This version of AP 3900 was presented at P&P on 11/4/16 and drafted by Adrian. P&P approved this item as written – lines 108-114 were filled in after the May P&P meeting. Minimal yellow highlighting was used – observe the underline and strike-out.

Date Approved: SPC 04/08/2008: Revised:

(Replaces Palomar College Procedures 434.1 and 434.2 and Administrative Procedure 5550)

and administrative procedures. This includes, but is not limited to, the following:

1. No person on District property or at district functions may block entrances to or otherwise interfere with the free flow of traffic into or out of campus buildings;
2. Obstruct or disrupt campus sponsored activities;
3. Camp or lodge on District property, except with the approval of the Superintendent/President;
4. Engage in physically abusive, threatening, harassing or intimidating conduct toward any person;
5. Exhibit lewd or disorderly conduct;
6. Participate in a disturbance of the peace or unlawful assembly;
7. Use, possess, sell or manufacture narcotic or illegal drugs;
8. Possess weapons, including firearms of any kind;
9. Fail to comply with the lawful directions of a district official acting in the performance of his or her duties; or
10. Engage in the theft or misuse of district property or equipment.

- C. All persons on District Property are required, for reasonable cause, to identify themselves to, and comply with the instructions of, authorized District official acting in the performance of their duties.

Reservations for Space: As there are many events/activities on campus each year, persons wishing to use exterior grounds are encouraged to reserve space for their event/activity. Reservations are made on a first come, first served basis and priority will be given to district sponsored events/activities for students. Campus clubs, academic departments or district organizations can make a reservation request through the Office of Student Affairs. Members of the public, community organizations, and commercial vendors can make a reservation through the Office of Student Affairs or through the Facilities Office.

Acts of free speech/expression without a reservation to use exterior grounds is permitted; however persons or organizations without reservations may be moved to other available open spaces if their event/activity disrupts or substantially interferes with those who do have approved space reservations. In order to ensure the orderly operations of the College/District, the District retains the right to adjust space utilization of all exterior grounds regardless of whether a reservation has been granted or not.

This version of AP 3900 was presented at P&P on 11/4/16 and drafted by Adrian. P&P approved this item as written – lines 108-114 were filled in after the May P&P meeting. Minimal yellow highlighting was used – observe the underline and strike-out.

Date Approved: SPC 04/08/2008: Revised:

(Replaces Palomar College Procedures 434.1 and 434.2 and Administrative Procedure 5550)

- 81 D. Distribution of Printed Material: All users of exterior grounds may distribute
82 petitions, circulars, leaflets, newspapers or other printed matter.
83 Distribution of printed material shall only take place on exterior grounds,
84 excluding parking lots, driveways, and entrances to buildings. The
85 following provisions will also apply:
- 86 1. When distributing materials, users may not obstruct the free flow of
87 traffic, force materials on others, place materials on or in vehicles
88 parked on campus, or litter the campus;
 - 89 2. Distributed materials that are discarded or dropped in or around
90 areas other than in appropriate receptacles must be retrieved and
91 removed or properly discarded by the parties distributing the
92 material prior to their departure from the area;
 - 93 3. Distributed materials that are requesting donations must make it
94 clear that a donation is not required as a condition of participation
95 or admission nor may a specific amount of donation be indicated.
96
- 97 E. Postings on Campus: Campus departments and student clubs are
98 permitted to post literature, posters, signs, and banners in designated
99 posting locations on campus and with the prior approval of the appropriate
100 office. Campus departments should coordinate their postings with their
101 appropriate faculty chair and designated manager. Student clubs should
102 coordinate their postings with their club advisor and the Office of Student
103 Affairs.
104
- 105 F. Non-students and non-district employees may not post such items on
106 campus without the prior authorization of the Office of Student Affairs.
107 Those seeking authorization to post on campus must do the following:
- 108 1. Create literature piece ("posting") and include contact information)
109 Max size 8 ½" x 11"
 - 110 2. Take the posting to the Office of Student Affairs (SU 201) on the
111 San Marcos Campus (or mail it to: Office of Student Affairs, 1140
112 West Mission Rd, San Marcos, California 92069) with the \$5.00 fee
 - 113 3. Postings, whether electronic or on bulletin boards, are limited to 30
114 days.
- 115 G. Amplified Sound: Persons or groups wishing to use amplified sound shall
116 submit a reservation request through the Office of Student Affairs for
117 student groups or the Facilities Scheduling Office for all others.
118 Reservations are made on a first come, first serve basis and priority will be
119 given to district sponsored events and activities for students. Amplification
120 between the hours of 10:00 a.m. to 2:00 p.m. will generally be permitted
121 provided it does not reasonably disrupt the operations of the

This version of AP 3900 was presented at P&P on 11/4/16 and drafted by Adrian. P&P approved this item as written – lines 108-114 were filled in after the May P&P meeting. Minimal yellow highlighting was used – observe the underline and strike-out.

Date Approved: SPC 04/08/2008: Revised:

(Replaces Palomar College Procedures 434.1 and 434.2 and Administrative Procedure 5550)

College/District. Persons or groups wishing to use amplified sound (i.e. microphones, speakers, bull horns, etc.) outside of these hours must coordinate with the Office of Student Affairs and the Chief of Police. In order to ensure the orderly operations of the College/District, the District reserves the right to restrict the use of amplified sound at any time.

- H. Use of Free Standing Displays: All users are permitted to utilize free standing displays or signage as part of their expression of free speech, provided that their displays do not threaten the health and safety of students, district employees, and the general public. Users intending to use display that are larger than 12 ft. wide and/or 12 ft. high must coordinate their efforts with the Director of Facilities, the Director of Student Life, and the Chief of Police. The District reserves the right to deny the use of a large display or require the taking down of an approved display if health and safety concerns are identified. Criteria that will be taken into consideration when determining health and safety risks include, but are not limited to, height and weight of display, quality and stability of construction, proposed location of display in relation to campus buildings and pedestrian pathways, and weather conditions.
- I. Hours of Access: Access to exterior grounds by students, district employees and the public is generally between 6:00 am and 11:00 pm. No events or activities are permitted outside of these hours without approval from the Superintendent/President. In order to ensure the orderly operations of the College/District and to protect the health and safety of users, the District reserves the right to modify the days and times of access in the event of an emergency situation and/or natural disaster.
- J. Restricted Areas: Areas that are considered essential to orderly operation of the College/District are not available for programs and activities. These areas include, but may not be limited to: interior hallways and stairways, elevators, classrooms, bathrooms, locker rooms, lobbies, office waiting areas, employee/student offices, warehouses, storage or maintenance yards, mechanical rooms, and storage rooms.

The language below (lines 157 – 196) is the District’s current (and active) Administrative Procedure pertaining to Speech, Time, Place & Manner.

~~This procedure has been developed as a guide to those responsible for the selection and scheduling of speakers to appear at Palomar College. It is applicable to student organizations~~

This version of AP 3900 was presented at P&P on 11/4/16 and drafted by Adrian. P&P approved this item as written – lines 108-114 were filled in after the May P&P meeting. Minimal yellow highlighting was used – observe the underline and strike-out.

Date Approved: SPC 04/08/2008: Revised:

(Replaces Palomar College Procedures 434.1 and 434.2 and Administrative Procedure 5550)

on-campus in their recruitment of guest speakers and is not intended to apply to instructors inviting speakers into their classes.

The College has the responsibility to develop informed, critical, and objective thinking. Such thinking can best be encouraged in an atmosphere assuring free interchange of ideas.

Opportunities for balancing viewpoints must be provided:

- On the same program at the discretion of the sponsoring organization, or
- At another hour designated by the Director of Student Affairs, or
- At any date in the Free Speech Area in accordance with the code of the Free Speech Area.

No speaker or topic shall be in violation of the Education Code or any local, state, or federal law (See Item 2 on procedures below). The Director of Student Affairs shall seek, from any speaker, agreement on the following provisions:

- That the speaker's background be made known to his/her audience as accurately and completely as possible.
- That if a question period is provided, the speaker attempts to answer questions from the floor that have both relevance and propriety.
- That the speaker's presentation and/or question period be taped and recorded for library use.

All off-campus speakers to be presented at Palomar College by student organizations must be cleared through the Student Affairs Office and placed on the Master Calendar. Forms for scheduling speakers are available in the Student Affairs Office and must be submitted at least three weeks prior to the presentation. The Director of Student Affairs will determine adherence to Board policy regarding all off campus speakers.

The following procedures must be followed when inviting speakers to the campus:

- Obtain approval of the Club Advisor.
- Obtain clearance from the Director of Student Affairs to determine intended adherence to Education Code. Before rendering a decision, the Director of Student Affairs may consult the respective club, or other resources. (One week to be allotted for decision).
- Obtain a form in the Student Affairs Office for scheduling a speaker and request a "tentative" date and room on the Master Calendar.
- Extend a written invitation to the speaker.
- After the speaker accepts the invitation, confirmation must be obtained from the Student Affairs Office.
- The Governing Board will be apprised of the speaker prior to presentation.
- Failure to comply with the above procedures will result in cancellation of an activity.

Office of Primary Responsibility: Student Affairs Services

This version of AP 3900 was presented at P&P on 11/4/16 and drafted by Adrian. P&P approved this item as written – lines 108-114 were filled in after the May P&P meeting. Minimal yellow highlighting was used – observe the underline and strike-out.

Date Approved: SPC 04/08/2008: Revised:

(Replaces Palomar College Procedures 434.1 and 434.2 and Administrative Procedure 5550)

Student Services

REV 11/17/16

AP 5031 INSTRUCTIONAL MATERIALS FEES

References:

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

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

Required instructional materials shall not include materials used or designed primarily for administrative purposes, class management, course management, or supervision.

Where instructional materials are available to a student temporarily through a license or access fee, the student shall be provided options at the time of purchase to maintain full access to the instructional materials for varying periods of time ranging from the length of the class up to at least two years. The terms of the license or access fee shall be provided to the student in a clear and understandable manner prior to purchase.

Instructors shall take reasonable steps to minimize the cost and ensure the necessity of instructional materials.

The District will publish these regulations in each college catalog.

DEFINITIONS:

- ~~Instructional and Other Materials:~~ Any tangible personal property which is owned or primarily controlled by an individual student.
- ~~Tangible Personal Property:~~ Includes electronic data that the student may access during the class and store for personal use after the class in a manner comparable to the use available during the class.

Required Instructional ~~and Other~~ Materials: Any ~~instructional and other~~ materials which a student must procure or possess as a condition of registration, enrollment, or entry into a class; or any such material which the instructor determines is necessary to achieve ~~these the~~ required objectives of a course ~~which are to be accomplished under the supervision of an instructor during class hours.~~

NOTE: The yellow highlighted language is from legal Update 20

Date Approved: 04/08/2008, Revised

(Replaces Palomar College Policy 403.3 and all previous versions of AP 5031)

- 45 • **Solely or exclusively available from the District:** The instructional material is
46 not available except through the District or that the District requires that the
47 instructional material be purchased or procured from it. A material shall not be
48 considered to be solely or exclusively available from the District if it is provided to
49 the student at the District's actual cost; and 1) The instructional material is
50 otherwise generally available, but is provided solely or exclusively by the District
51 for health and safety reasons or 2) The instructional material is provided in lieu
52 of other generally available but more expensive material which would otherwise
53 be required.
- 54 • **Required Instructional and Other Materials which are of Continuing Value**
55 **Outside of the Classroom Setting:** Materials which can be taken from the
56 classroom setting and which are not wholly consumed, used up, or rendered
57 valueless as they are applied in achieving the required objectives of a course to
58 be accomplished under the supervision of an instructor during the class hours.

61 **Establishing Required Materials and Related Fees**

62 The need for an instructional material fee is determined by the discipline faculty in
63 consultation with the department chair, the division dean, and staff in the Office of
64 Instructional Services. The instructional material fee is assessed if it complies with the
65 definitions above.

66
67 All instructional material fees are published in the class schedule. The fees are paid to
68 the Bookstore or the Cashier's Office, and the materials are provided by the department
69 or by the College Bookstore.

70
71 Office of Primary Responsibility: Instructional Services and Student Services

NOTE: The yellow highlighted language is from legal Update 20

Date Approved: 04/08/2008, Revised

(Replaces Palomar College Policy 403.3 and all previous versions of AP 5031)

STUDENT SERVICES

REV 9/1/17

AP 5530 STUDENT COMPLAINTS AND GRIEVANCES

References:

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

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

Definition of Terms

Complaint: A statement of dissatisfaction with an alleged unjust action that affects the status, rights, and/or privileges of a student. Complaints are excluded from the grievance process as they *do not* violate District policies or procedures, or local, state, or federal law.

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

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

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

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

Complaint Resolution Process

First, before initiating complaint procedures, the student shall attempt to resolve the dispute with the district employee or other student.

Date Approved: SPC 04/08/2008, Revised 9/20/2016; Revised:

(Replaces Procedures 426, 430.3, 430.311, 430.312, 430.313, and 430.314 and all previous versions of AP 5530.)

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

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

Grievance Resolution Process

1. A student may initiate a grievance-with the Director of Student Affairs within one semester of the alleged violation. The student should prepare a document that includes the following:
 - a. A clear and concise statement of the grievance demonstrating violation of District policies or procedures, or local, state or federal law
 - b. The name/s of the individual/s against whom the grievance is being filed and factual data including dates, times, records, etc.
 - c. The proposed resolution, corrective action, or remedy being sought (exclusive of the grievance process as identified under Definition of Terms: Grievance.)
 - d. A summary of actions already taken to resolve the issue
2. Following review of the grievance, the Director of Student Affairs shall make a determination as to the appropriateness of allowing the grievance to go forward. The following criteria should be taken into consideration when making this determination:
 - a. Does the grievance involve matters for which a specified method of complaint resolution is provided by law or by District policy (such as the Americans with Disabilities Act Complaint Procedure, the Sexual Harassment Complaint Procedure, Employee Discipline, and Student Final Grade Appeal Procedure)?
 - b. Is the resolution sought by the student reasonable given the circumstances of the grievance articulated by the student?
 - c. Can the grievance be resolved through established process?
 - d. Does the grievance committee have jurisdiction to restore the rights of the student and/or provide resolution?

Date Approved: SPC 04/08/2008, Revised 9/20/2016; Revised:

(Replaces Procedures 426, 430.3, 430.311, 430.312, 430.313, and 430.314 and all previous versions of AP 5530.)

- e. Is the grievance timely? That is, has the student initiated the process within legally mandated timelines or typically one (1) semester from the date of the alleged grievance. 21
3. If any of the above criteria are answered in the negative, the Director of Student Affairs shall notify the student that the process cannot appropriately address their grievance. This notice shall be delivered to the student either in person or by U.S. mail within fourteen (14) days of receipt of the grievance by the Director of Student Affairs.
4. Should the student desire to appeal the decision of the Director of Student Affairs, he/she should write a letter to the Assistant Superintendent/Vice President for Student Services requesting examination of the case and reversal of the Director's decision. This appeal letter must be received by the Assistant Superintendent/Vice President for Student Services within twenty-one (21) days of the date of the notice sent by the Director of Student Affairs.
5. The Assistant Superintendent/Vice President for Student Services shall decide within fourteen (14) days of receipt of the student's appeal whether to allow the grievance to go forward. The student shall be notified either in person or by U.S. mail of the decision of the Vice President for Student Services. The Director of Student Affairs will be notified to allow the grievance to move forward if that is the decision of the Assistant Superintendent/Vice President for Student Services.
6. The Assistant Superintendent/Vice President for Student Services will appoint an ombudsperson acceptable to both sides involved in the grievance. If the grievance is against the Assistant Superintendent/Vice President for Student Services, then the Assistant Superintendent/Vice President for Instruction will assume responsibility for resolution.
7. Within ten days after receipt of the Grievance, the Ombudsperson will meet with the parties involved in the grievance prior to convening a conciliation conference. The Ombudsperson will attempt to reach resolution with the parties prior to or during the conciliation conference. If agreement is reached between the parties, a written statement signed by both parties shall be filed with the Vice President handling the grievance.
8. If no agreement is reached, a written request for a formal hearing must be filed with the Director of Student Affairs. If the student fails to submit a request for formal hearing within ten days after the conciliation conference, the matter will be considered closed. The Director of Student Affairs will notify each party in writing of closure.

Date Approved: SPC 04/08/2008, Revised 9/20/2016; Revised:

(Replaces Procedures 426, 430.3, 430.311, 430.312, 430.313, and 430.314 and all previous versions of AP 5530.)

Formal Hearing

1. Within ten days of receiving a written request for a formal hearing, the Director of Student Affairs will coordinate convening a Grievance Committee to conduct the hearing. The five member committee shall be composed as follows:

- a. Two students appointed by the **Associated Student Government** (ASG) President.
- b. Two members from the constituency group of the person who the grievance is being filed against.
- c. One District Vice President or designee who shall serve as committee chair

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

2. The Grievance Committee shall:

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

Date Approved: SPC 04/08/2008, Revised 9/20/2016; Revised:

(Replaces Procedures 426, 430.3, 430.311, 430.312, 430.313, and 430.314 and all previous versions of AP 5530.)

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

Initial Appeal

1. Upon receipt of the Grievance Committee's decision, within five days, the student may submit a written appeal of the decision to the appropriate ~~Assistant Superintendent~~ Vice President. The appeal must contain a clear and concise statement of the reason(s) for the appeal and include copies of the original grievance and all proposed resolutions and recommended decisions. The ~~Assistant Superintendent~~ Vice President may:
 - a. Affirm the recommendation of the Grievance Committee.
 - b. Modify the recommended decision.

Second Level Appeal

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

Governing Board Appeal

1. If either party wishes to appeal the decision of the Superintendent/President, she/he must submit a request for an appeal to the Governing Board within ten days of receipt of the Superintendent/President's decision. The Governing Board reviews all written records and shall render a final decision within sixty days.

Date Approved: SPC 04/08/2008, Revised 9/20/2016; Revised:

(Replaces Procedures 426, 430.3, 430.311, 430.312, 430.313, and 430.314 and all previous versions of AP 5530.)

2. Requests for appeal must contain the following:

a. A clear and concise statement of the reason(s) for the appeal.

b. A file containing copies of the original grievance and all proposed resolutions and recommended decisions.

3. The decision of the Governing Board is final.

4. Documentation of the appeal will be kept by the Director of Student Affairs.

Time lines may be extended when instructors and students are not available, such as during intersession or summer sessions.

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

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

Office of Primary Responsibility: Student Services Affairs

HUMAN RESOURCES

REV 9/1/17

This AP is submitted for amendment in order to reflect past practice of the District as well as agreements with the representative unions.

AP 7380 RETIREE HEALTH BENEFITS**References:**

Education Code Sections 7000 et seq.

All Full-Time employee active subscribers, their spouses, their domestic partners (as defined in Appendix D and BP 7510-Domestic Partners) and their eligible dependent children from birth to age 26 are eligible for District Paid Health Benefits. Benefits-eligible employees who work less than full time are eligible for District-paid health and dental benefits after working the equivalent to full time, ten (10) months as described for Groups I & II.

The health benefits for retirees from Palomar College are addressed in the following three groups:

Group I

- ~~Hired prior to 3/1/94, employed for 20 years or more~~
- ~~Retiree and eligible dependents will receive medical and dental benefits for the life of the retiree~~

Full-time employees hired prior to March 1, 1994 working at least ten (10) months within a year who are eligible to retire based on the applicable employee agreement and employee's retirement plan (CalSTRS or CalPERS) and who have been employed at Palomar College for twenty (20) or more consecutive years will receive the same level of health benefits as provided to active employees and eligible dependents in effect on the date the employee retires for the life of the retiree. These benefits will be fully employer-paid.

At age 65, retirees and dependents eligible for Medicare benefits must enroll in Medicare A and B. Note: It is necessary to contact the Social Security Administration office three (3) months/ninety (90) days prior to the retiree's 65th birthday in order for benefits to begin the month the retiree turns age 65. Failure to enroll prior to the retiree's 65th birthday will result in the effective date of benefits being delayed. These rules also apply to the retiree's spouse.

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

Group II

- ~~• Hired prior to 3/1/94 with at least ten years but less than 20 years of service~~
- ~~• Hired after 3/1/94 with at least ten years of service~~
- ~~• Retiree and eligible dependents will receive medical benefits up to age 65~~
- ~~• Dental benefits will continue for the life of the retiree~~

Full-time employees working at least 10 months within a year:

- Hired prior to March 1, 1994, who are eligible to retire based on the applicable employee agreement and employee's retirement plan (CalSTRS or CalPERS) and have been employed at Palomar College for ten (10) consecutive years, but less than twenty (20) consecutive years; or
- Hired on or after March 1, 1994, who are eligible to retire based on the applicable employee agreement and employee's retirement plan (CalSTRS or CalPERS) and who have been employed at Palomar College for ten (10) consecutive years or more, will receive the same level of health benefits as provided to active employees and eligible dependents in effect on the date the employee retires until the retiree has reached the age of 65. These benefits will be fully employer-paid.

The spouse of the retiree at the time of retirement will receive the same fully employer-paid health benefits as provided to active employees and eligible dependents until the retiree reaches age 65 or the death of the retiree, whichever occurs first. Eligible dependent children of the retiree at the time of retirement will be covered according to the terms of this Agreement until the retiree reaches age 65 or the death of the retiree, whichever occurs first.

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

Group III

- ~~• Employees who terminate with less than ten years of are not eligible for District-paid health benefits~~
- ~~• May continue health benefits on a self-pay basis for 18 months (COBRA)~~

~~Benefits-eligible employees who work less than full-time are eligible for District-paid health and dental benefits after working the equivalent to full-time, ten months (e.g., a 50 percent part-time employee would complete the full-time, ten months eligibility described for Group I in 40 years) as described for Groups I and II.~~

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

Office of Primary Responsibility: Human Resource Services

RESOLUTION No. 17-21537

RESOLUTION OF THE GOVERNING BOARD OF THE PALOMAR COMMUNITY COLLEGE DISTRICT TO BECOME SUBJECT TO THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (CUPCAA) PROCEDURE PROVIDED IN CALIFORNIA PUBLIC CONTRACT CODE SECTIONS 22000 ET. SEQ.

WHEREAS, California Public Contract Code Sections 22000 et. seq., provides an alternative procedure to public entities, including the Palomar Community College District, whereby the entity may contract for public work projects in accordance with the limits listed in Section 22032 of the Public Contract Code, and may be let to contract by informal procedures as set forth in Section 22032, et seq.

WHEREAS, The Governing Board of the Palomar Community College District desires to invoke the alternative, informal procedures of the Public Contract Code; and,

WHEREAS, The Governing Board finds it to be in the best interests of the District to proceed with public work projects pursuant to this alternative, informal procedure;

NOW THEREFORE BE IT RESOLVED, That the Governing Board of the Palomar Community College District hereby elects under Public Contract Code Section 22030 to become subject to the provisions of the uniform public construction cost accounting procedures as set forth in in the Act and to the Commission's policies and procedures manual and cost accounting review procedures; and,

BE IT FURTHER RESOLVED, That in accordance with dollar limits set forth in Section 22032 of the Public Contract Code, it may be let to contract by informal procedures as set forth in Section 22032, et. seq; and,

BE IT FURTHER RESOLVED, That the Controller of the State of California be notified of this election following adoption of this Resolution, as required by Public Contract Code Section 22030; and,

BE IT FURTHER RESOLVED, That a list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Act Commission, identified according to categories of work, and,

BE IT FURTHER RESOLVED, That when a project is to be performed which is subject to this Resolution, a notice inviting informal bids may be mailed to all contractors on the list for the category of work to be bid, as shown on the list developed in accordance with Section 22034, and shall be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the District's discretion, provided however: (1) if there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journal specified by the Commission, and (2) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

BE IT FURTHER RESOLVED, That the following employees of the District are hereby delegated the authority to award public work projects informal contracts in accordance with the provisions of this Resolution and as prescribed by Article 2 (commencing with Section 22010) of the Public Contract Code:

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

Carmencita Coniglio, Director, Fiscal Services

BE IT FURTHER RESOLVED, That if all bids received are in excess of one hundred seventy-five

thousand dollars (\$175,000), the Governing Board may, by passage of a resolution by a four-fifths vote, award the contract at one hundred eighty-seven thousand five hundred dollars (\$187,500), or less, to the lowest responsive bidder, if it determines the cost estimate of the District was reasonable; and,

BE IT FURTHER RESOLVED, That as provided in Section 22035 of the Public Contract Code, emergency repair and/or replacement of District facilities may be made without adopting plans, specifications, or working details, or giving notice for bids to let contracts. The work may be done by day labor through the District facilities department, by a contractor, or by a combination of the two, and the aforesaid employees are hereby authorized to let this emergency repair and/or replacement work to be completed under the supervision and direction of the District's Director of Facilities.

BE IT FURTHER RESOLVED, That this resolution replaces Resolution 14-21161 previously approved by the Governing Board on December 10, 2013.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the Board of Trustees of the Palomar Community College District on the ____ day of _____ 2017, by the following vote to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

President, Governing Board
Palomar Community College District

Attest:

Secretary, Governing Board
Palomar Community College District



Purchase Orders - Board Report

Page No. 1
Run Time 11:17:47 AM
Run Date December/01/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
Equipment and Supplies					
0000014624	09/11/17	APPLE COMPUTER INC	EQUIP TECH INSTR < 4900	OFFICE OF THE VP INSTRUCT	2,760.62
0000014870	10/20/17	HP INC	EQ INSTR ADD 1K-4999; GUNS; CPU	MATH & NAT HLTH SCI DIVD	114.29
0000014870	10/20/17	HP INC	EQ INSTR ADD 1K-4999; GUNS; CPU	MATH & NAT HLTH SCI DIVD	505.17
0000014933	11/03/17	DELL COMPUTER CORPORATION	EQUIP TECH NONINSTR < 5000	OFFICE, VP ADMINISTRATIV	4,297.40
0000014943	11/03/17	DELL COMPUTER CORPORATION	EQUIP TECH NONINSTR < 5000	INFORMATION SYSTEMS & SVC	2,358.73
0000014944	11/03/17	HP INC	HARDWARE/SOFTWARE	ENROLLMENT SVCS DIRECTOR	862.56
0000014946	11/06/17	PRINT WORLD	NONINSTR SUPPLIES/MATERIALS	GEAR UP	4,944.65
0000014951	11/07/17	SITEONE LANDSCAPE SUPPLY HOLDING LLC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	8,329.67
0000014953	11/07/17	WW GRAINGER INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	258.83
0000014955	11/07/17	B & H PHOTO-VIDEO INC	INSTR SUPPL/MATERIALS	MEDIA STUDIES DEPARTMENT	1,163.79
0000014957	11/07/17	PRINT WORLD	NONINSTR SUPPLIES/MATERIALS	GEAR UP	4,930.64
0000014960	11/08/17	DANIELLE M BURBEY	NONINSTR SUPPLIES/MATERIALS	GEAR UP	20,000.00
0000014961	11/08/17	DANIELLE M BURBEY	NONINSTR SUPPLIES/MATERIALS	GEAR UP	20,000.00
0000014969	11/09/17	LIGHTWERKS	REPAIR/MAINT BLDGS	INFORMATION SYSTEMS & SVC	1,366.88
0000014976	11/13/17	AIRGAS WEST	INSTR SUPPL/MATERIALS	WELDING	553.84
0000014980	11/14/17	RAYMOND ALLYN BUSINESS SUPPLY	EQ INSTR ADD 1K-4999; GUNS; CPU	CHEMISTRY	3,250.86
0000014984	11/14/17	DELL COMPUTER CORPORATION	EQUIP TECH INSTR < 4900	EMERGENCY MEDICAL ED	5,112.80
0000014984	11/14/17	DELL COMPUTER CORPORATION	EQUIP TECH INSTR < 4900	EMERGENCY MEDICAL ED	63,999.93
0000014996	11/16/17	DANIELLE M BURBEY	NONINSTR SUPPLIES/MATERIALS	GEAR UP	1,055.95
0000014997	11/16/17	PARTNERS IN LEARNING INC	SHIPPING/HANDLING CHARGES	GEAR UP	25.00
0000014997	11/16/17	PARTNERS IN LEARNING INC	NONINSTR SUPPLIES/MATERIALS	GEAR UP	646.23
0000014998	11/17/17	PROFORCE MARKETING INC	INSTR SUPPL/MATERIALS	ADMINISTRATION OF JUSTIC	6,504.00
0000014999	11/20/17	OFFICE DEPOT BUSINESS SERV	INSTR SUPPL/MATERIALS	OCC & NOCR PROGRAMS DEPT	500.00



Purchase Orders - Board Report

Page No. 2
Run Time 11:17:47 AM
Run Date December/01/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000015000	11/20/17	RAYMOND ALLYN BUSINESS SUPPLY	NONINSTR SUPPLIES/MATERIALS	OFFICE,VP HUMAN RESRCSVC	376.86
0000015003	11/20/17	OFFICE DEPOT BUSINESS SERV	INSTR SUPPL/MATERIALS	BUSINESS ADMINISTRATION	1,600.00
0000015008	11/21/17	FUJIFILM NORTH AMERICA CORPORATION	EQ NONIN ADD 1K-4999; GUNS;CPU	EDUCATIONAL TELEVISION	9,656.46
0000015008	11/21/17	FUJIFILM NORTH AMERICA CORPORATION	EQ NONIN ADD 1K-4999; GUNS;CPU	EDUCATIONAL TELEVISION	10,814.96
0000015009	11/22/17	PHOTOGRAPHER'S FORMULARY INC	INSTR SUPPL/MATERIALS	MEDIA STUDIES DEPARTMENT	593.21
0000015010	11/22/17	BROADCAST DESIGN INTERNATIONAL INC	EQUIP INSTRUCT ADDTNL > \$1,000	MEDIA STUDIES DEPARTMENT	829.37
0000015010	11/22/17	BROADCAST DESIGN INTERNATIONAL INC	EQUIP INSTRUCT ADDTNL > \$1,000	MEDIA STUDIES DEPARTMENT	34,999.93
0000015011	11/22/17	ROSS, CHARLES ANDREW	EQ NONIN ADD 1K-4999; GUNS;CPU	BUSINESS SERVICES DEPART	3,438.84
0000015012	11/27/17	STABILIZER SOLUTIONS INC	NONINSTR SUPPLIES/MATERIALS	FACILITIES DEPARTMENT	1,208.25
0000015014	11/27/17	OFFICE DEPOT BUSINESS SERV	INSTR SUPPL/MATERIALS	ACA TECHN LGY RES CNTR&LA	400.00
0000015015	11/27/17	OFFICE DEPOT BUSINESS SERV	INSTR SUPPL/MATERIALS	ACA TECHN LGY RES CNTR&LA	5,000.00
0000015016	11/27/17	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	869.35
0000015016	11/27/17	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	1,304.02
0000015018	11/28/17	PRINTINGFORLESS.COM INC	FREIGHT IN	GEAR UP	136.58
0000015018	11/28/17	PRINTINGFORLESS.COM INC	PRINTING	GEAR UP	4,044.79
0000015019	11/28/17	PRINTINGFORLESS.COM INC	PRINTING	GEAR UP	3,159.66
0000015019	11/28/17	PRINTINGFORLESS.COM INC	SHIPPING/HANDLING CHARGES	GEAR UP	4,119.35
0000015021	11/29/17	LAERDAL MEDICAL CORPORATION	EQ INSTR ADD 1K-4999; GUNS;CPU	NURSING EDUCATION	3,869.01
0000015021	11/29/17	LAERDAL MEDICAL CORPORATION	EQUIP INSTR, REPL 1K - 4999	NURSING EDUCATION	11,412.52
0000015021	11/29/17	LAERDAL MEDICAL CORPORATION	EQUIP INSTR, 5K OR MORE	NURSING EDUCATION	50,354.27
0000015026	11/29/17	SAN DIEGO COUNTY PARAMEDIC ASSOC	INSTR SUPPL/MATERIALS	EMERGENCY MEDICAL ED	1,140.53
0000015029	11/29/17	ACE PRINTING SOLUTIONS LLC	EQUIP INSTR, 5K OR MORE	GRAPHIC COMMUNICATION	23,748.10
0000015030	11/29/17	INFORMATION MANAGEMENT SERVICE LLC	EQ INSTR ADD 1K-4999; GUNS;CPU	GRAPHIC COMMUNICATION	1,526.66



Purchase Orders - Board Report

Page No. 3
Run Time 11:17:47 AM
Run Date December/01/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
<i>Subtotal for Equipment and Supplies</i>					328,144.56
Agreements/Services					
0000014934	11/03/17	AVID TECHNOLOGY INC.	SOFTWARE LICENSING FEES	MEDIA STUDIES DEPARTMENT	53.36
0000014935	11/03/17	NUVENTIVE LLC	SFTW NONINSTR 5K OR MORE-M/M&L	INSTITUTIONAL	6,570.00
0000014937	11/03/17	ORACLE AMERICA INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	17,649.78
0000014937	11/03/17	ORACLE AMERICA INC	MAINT AGR, SOFTWARE	GENERAL LEDGER CONTROL	35,299.57
0000014938	11/03/17	FREEDOM SCIENTIFIC DBA VFO	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	3,200.00
0000014939	11/03/17	ENTRUST INC	SOFTWARE LICENSING FEES	GENERAL LEDGER CONTROL	1,145.83
0000014939	11/03/17	ENTRUST INC	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	1,604.17
0000014940	11/03/17	ECAPTIONS.COM	INDEPENDENT CONTRACTOR	DRC	5,000.00
0000014942	11/03/17	SARS SOFTWARE PRODUCTS INC	SOFTWARE UNDER \$5,000.00	MATRICULATION DEPARTMEN	6,000.00
0000014945	11/06/17	CSUSM FOUNDATION	ADVERTISE NOT REQ BY LAW	GEAR UP	500.00
0000014945	11/06/17	CSUSM FOUNDATION	ADVERTISE NOT REQ BY LAW	GEAR UP	500.00
0000014947	11/06/17	STUDY SMART TUTORS INC	OTHER PERSONAL/CONSULT SVCS	GEAR UP	7,375.00
0000014948	11/06/17	GARCIA, FERNANDO	INDEPENDENT CONTRACTOR	THEATRE ARTS	800.00
0000014949	11/07/17	NORTH COUNTY STUDENT TRANSPORTATION INC	RENT TRANSPORTATION	HEA TRIO	1,242.50
0000014950	11/07/17	SUNDANCE STAGE LINES INC	RENT TRANSPORTATION	HEA TRIO	646.50
0000014950	11/07/17	SUNDANCE STAGE LINES INC	RENT TRANSPORTATION	HEA TRIO	646.50
0000014956	11/07/17	NEWLEAF CALIFORNIA LLC	INDEPENDENT CONTRACTOR	PROFESSNL DEV/FLEX CALND	12,466.00
0000014958	11/07/17	P W GILLIBRAND CO INC	NONINSTR SUPPLIES/MATERIALS	GROUNDS SERVICES	3,004.90
0000014959	11/08/17	ENTERPRISE RENT-A-CAR	TRAVEL, STUDENT	INSTITUTIONAL	482.26
0000014963	11/08/17	KEY CODE MEDIA	EQ NONIN ADD 1K-4999; GUNS;CPU	TTIP SOUTH	21,475.75
0000014964	11/09/17	ZOOLOGICAL SOCIETY OF SAN DIEGO	FOOD FOR MEETINGS	HEA TRIO	798.00
0000014964	11/09/17	ZOOLOGICAL SOCIETY OF SAN DIEGO	TRAVEL WITH STUDENT	HEA TRIO	855.00
0000014965	11/09/17	ZOOLOGICAL SOCIETY OF SAN DIEGO	FOOD FOR MEETINGS	HEA TRIO	1,568.00



Purchase Orders - Board Report

Page No. 4
Run Time 11:17:47 AM
Run Date eceember/01/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000014965	11/09/17	ZOOLOGICAL SOCIETY OF SAN DIEGO	TRAVEL WITH STUDENT	HEA TRIO	1,680.00
0000014966	11/09/17	UCLA DINING SERVICES	FOOD FOR MEETINGS	HEA TRIO	317.25
0000014966	11/09/17	UCLA DINING SERVICES	FOOD FOR MEETINGS	HEA TRIO	317.25
0000014968	11/09/17	ACCO ENGINEERED SYSTEMS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	3,433.00
0000014970	11/09/17	ORACLE AMERICA INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	1,244.79
0000014970	11/09/17	ORACLE AMERICA INC	MAINT AGR, SOFTWARE	GENERAL LEDGER CONTROL	2,489.58
0000014972	11/13/17	CHRIS LIMBURG	INDEPENDENT CONTRACTOR	INFORMATION SYSTMS & SVC	7,140.00
0000014973	11/13/17	MENDEZ, ROBERTO V	FOOD FOR MEETINGS	GEAR UP	335.64
0000014975	11/13/17	CORNERSTONE ONDEMAND INC	OTHER PERSONAL/CONSULT SVCS	TTIP SOUTH	176,139.00
0000014975	11/13/17	CORNERSTONE ONDEMAND INC	OTHER PERSONAL/CONSULT SVCS	TTIP SOUTH	215,281.00
0000014978	11/14/17	ORACLE AMERICA INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	2,084.51
0000014981	11/14/17	CI INC	FINGERPRINTING	MATH & NAT HLTH SCI DIVD	1,225.00
0000014982	11/14/17	ATKINSON ANDELSON LOYA RUUD & ROMO	LAWYERS' FEES	GENERAL LEDGER CONTROL	10,000.00
0000014982	11/14/17	ATKINSON ANDELSON LOYA RUUD & ROMO	LAWYERS' FEES	INSTITUTIONAL LEGAL FEES	20,000.00
0000014983	11/14/17	CI INC	FINGERPRINTING	MATH & NAT HLTH SCI DIVD	735.00
0000014986	11/14/17	HOBSONS INC	ADMINISTRATIVE EXPENSE	ENROLLMENT SVCS DIRECTOR	5,000.00
0000014987	11/15/17	CCLC	LIBRARY NONPRINT MEDIA	LIBRARY	10,961.08
0000014991	11/15/17	RISE INTERPRETING INC	INDEPENDENT CONTRACTOR	DRC	2,500.00
0000014992	11/15/17	BARKSHIRE LASER LEVELING INC	GROUNDNS IMPROVE OVER 5K	ATHLETICS DEPARTMENT	3,000.00
0000014993	11/15/17	THE DOCTORS' COMPANY	INS, FIRE, CASUALTY, LIABILITY	STUDENT HEALTH SERVICES	101.24
0000014994	11/16/17	J.R. CLANCY INC	REPAIR/MAINT BLDGS	THEATRE ARTS	9,284.56
0000014995	11/16/17	BRIGHTPATH CONSULTING SERVICES INC	OTHER PERSONAL/CONSULT SVCS	GENERAL LEDGER CONTROL	10,000.00
0000014995	11/16/17	BRIGHTPATH CONSULTING SERVICES INC	OTHER PERSONAL/CONSULT SVCS	INSTITUTIONAL LEGAL FEES	75,000.00
0000015002	11/20/17	ACCO ENGINEERED SYSTEMS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	12,080.20



Purchase Orders - Board Report

Page No. 5
Run Time 11:17:47 AM
Run Date December/01/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000015002	11/20/17	ACCO ENGINEERED SYSTEMS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	14,972.80
0000015006	11/21/17	OCEAN INSTITUTE	TRAVEL WITH STUDENT	OCEANOGRAPHY	5,100.00
0000015007	11/21/17	ROBERT D AMBORD DBA BOB'S REPAIR	INSTR SUPPL/MATERIALS	EARLY CHLDHOOD ED LAB SC	2,400.00
0000015013	11/27/17	POINT AND CLICK SOLUTIONS	MAINT AGR, SOFTWARE	STUDENT HEALTH SERVICES	285.33
0000015017	11/28/17	ESCONDIDO DISPOSAL INC	WASTE DISPOSAL	INSTL OBLIGATIONS FACILI	20,000.00
0000015022	11/29/17	MENDEZ, ROBERTO V	FOOD FOR MEETINGS	GEAR UP	167.82
0000015024	11/29/17	SMARTSHEET INC	SUBSCRIPTIONS/PERIODICALS	TTIP SOUTH	1,132.44
0000015025	11/29/17	SITEIMPROVE INC	SOFTWARE LICENSING FEES	ACA TECHNLOGY RES CNTR&LA	18,280.00
0000015028	11/29/17	PALOMAR COLLEGE FOUNDATION	TRAVEL, ACADEMIC EMPLOYEE	ADULT ED BLOCK GRANT DEP	1,650.00
0000015032	11/30/17	BERGELECTRIC CORP	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	703.00
<i>Subtotal for Agreements/Services</i>					763,923.61
Repairs					
0000014815	10/12/17	PATTERSON DENTAL SUPPLY	MAINT AGR, EQUIP	DENTAL ASSISTING	700.00
0000014903	10/25/17	AIRGAS WEST	REPAIR/MAINT INSTR EQUIP	WELDING	2,845.54
0000014904	10/25/17	KNIGHT SECURITY & FIRE SYSTEMS	REPAIR/MAINT NONINSTR EQUIP	INSTL OBLIGATIONS FACILI	370.00
0000014971	11/13/17	LUTRON SERVICES CO INC	REPAIR/MAINT NONINSTR EQUIP	BUILDING SERVICES	1,600.00
0000014974	11/13/17	YALE/CHASE MATERIALS HANDLING INC	REPAIR/MAINT NONINSTR EQUIP	CABINET & FURNITURE TECH	686.84
<i>Subtotal for Repairs</i>					6,202.38
Annual Maintenance/Service Agreements					
0000014930	11/02/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	COUNSELING	286.00
0000014954	11/07/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	WELLNESS CENTER	286.00
0000014985	11/14/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	MATH & NAT HLTH SCI DIVD	312.00
0000014990	11/15/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	MATHEMATICS	330.00
0000015033	11/30/17	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	INSTL OBLIGATIONS INFO S	876.48
<i>Subtotal for Annual Maintenance/Service Agreements</i>					2,090.48
Prop M - Bond Money					



Purchase Orders - Board Report

Page No. 6
Run Time 11:17:47 AM
Run Date eceember/01/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000014931	11/02/17	JOHN J. AND CHRISTINA M. INGWERSEN	BUILDING CONSTRUCTIONS	PROP M BOND	19,844.25
0000014932	11/02/17	ANNE BENGE DBA CULTURA	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	1,887,443.61
0000014936	11/03/17	LIGHTWERKS	EQUIP TECH NONINSTR < 5000	PROP M BOND	1,370.12
0000014952	11/07/17	KNORR SYSTEMS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	524.35
0000014962	11/08/17	GEM INDUSTRIAL ELECTRIC INC	BUILDING CONSTRUCTIONS	PROP M BOND	23,890.00
0000014977	11/13/17	CONSTRUCTION TESTING & ENGINEERING INC	BLUEPRINT/INSPECTION SVCS	PROP M BOND	276,780.00
0000014979	11/14/17	MBO INC	BUILDING CONSTRUCTIONS	PROP M BOND	34,900.00
0000014989	11/15/17	CONSULTING & INSPECTION SERVICES, LLC	BLUEPRINT/INSPECTION SVCS	PROP M BOND	29,453.12
0000014989	11/15/17	CONSULTING & INSPECTION SERVICES, LLC	BLUEPRINT/INSPECTION SVCS	PROP M BOND	108,054.26
0000015004	11/21/17	ANNE BENGE DBA CULTURA	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	385,507.72
0000015005	11/21/17	NVS INC	BLUEPRINT/INSPECTION SVCS	PROP M BOND	11,395.00
0000015020	11/28/17	BALFOUR BEATTY CONSTRUCTION	BUILDING CONSTRUCTIONS	PROP M BOND	1,672,311.92
0000015027	11/29/17	MBO INC	BLUEPRINT/INSPECTION SVCS	PROP M BOND	14,900.00
<i>Subtotal for Prop M - Bond Money</i>					4,466,374.35

<i>Total PO Count:</i>	103
<i>Total PO Amount:</i>	\$5,566,735.38



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

Page No. 1
Run Time 11:20:32 AM
Run Date Dec/01/2017

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000014932	11/02/17	ANNE BENGE DBA CULTURA	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	1,887,443.61
0000014975	11/13/17	CORNERSTONE ONDEMAND INC	OTHER PERSONAL/CONSULT SVCS	TIIP SOUTH	391,420.00
0000014977	11/13/17	CONSTRUCTION TESTING & ENGINEERING INC	BLUEPRINT/INSPECTION SVCS	PROP M BOND	276,780.00
0000014984	11/14/17	DELL COMPUTER CORPORATION	EQUIP TECH INSTR < 4900	EMERGENCY MEDICAL ED	69,112.73
0000014989	11/15/17	CONSULTING & INSPECTION SERVICES, LLC	BLUEPRINT/INSPECTION SVCS	PROP M BOND	137,507.38
0000014995	11/16/17	BRIGHTPATH CONSULTING SERVICES INC	OTHER PERSONAL/CONSULT SVCS	INSTITUTIONAL LEGAL FEES	75,000.00
0000015004	11/21/17	ANNE BENGE DBA CULTURA	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	385,507.72
0000015020	11/28/17	BALFOUR BEATTY CONSTRUCTION	BUILDING CONSTRUCTIONS	PROP M BOND	1,672,311.92
0000015021	11/29/17	LAERDAL MEDICAL CORPORATION	EQUIP INSTR, 5K OR MORE	NURSING EDUCATION	50,354.27

RECORDING REQUESTED BY:

Rainbow Municipal Water District

WHEN RECORDED RETURN TO:Rainbow Municipal Water District
3707 Old Highway 395
Fallbrook, California 92028**GRANT OF RIGHT OF WAY**NO FEE REQUIRED PER
GOVERNMENT CODE SECTION 6103
DEED TRANSFER TAX: \$ 0
EXEMPT UNDER SEC. 11922 OF
REVENUE TAXATION CODEAssessor's Parcel No. **108-120-55 & 108-121-16**

For valuable consideration **Palomar Community College District, A California Public Agency** as Grantor, hereby grants to Rainbow Municipal Water District, A Municipal Corporation, organized under the Municipal Water District Act of 1911 as amended, as Grantee, its successors and assigns, an easement and right of way 10 feet in width in, upon, over, under, and across the lands hereinafter described, to erect, install, construct, reconstruct, replace, repair, alter, operate, maintain, inspect and use a pipeline or pipelines for any and all purposes, together with any easement roads and appurtenances within the right-of-way including but not limited to conduits and cables for communication purposes, at such location and elevations, upon, along, over and under the hereinafter described right-of-way as Grantee may now or hereafter deem convenient and necessary from time to time, together with right of ingress thereto and egress therefrom to and along said right-of-way by a practical route or routes, in, upon, over, and across the hereinafter described lands, together with the right to clear and keep clear said right-of-way from buildings and structures.

The lands in which said easement of right-of-way is hereby granted are situated in the County of San Diego, State of California, and are particularly described as follows, to wit:

See Exhibit "A" and Exhibit "B" attached hereto and by reference made a part hereof

Grantor hereby also grants to grantee the temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the terms of the easement granted herein.

It is further understood and agreed that no other easement or easements shall be granted on, under, over said strip of land by the Grantor to any person, firm or corporation without the previous written consent of said grantee.

Grantor and its successors and assigns shall not erect or construct, or permit to be erected or constructed, any building, fences, walls, or other structures of any kind and no trees shall be installed, constructed, erected, placed, planted or maintained in any portion of the easement and right-of-way, and no shrubs or

other, plants or vegetation shall be placed, planted or maintained in the portion of the easement and right-of-way which is included within any road, and that no changes in the alignment or grading of any such road will be made without prior written consent of Grantee. It is further understood and agreed the grantor shall not drill any well or wells within the limits of said right-of-way.

Grantee shall have the right to construct and utilize an access road within said easement and shall have the right to erect, maintain and use gates in all of Grantor's fences which now cross or shall hereafter cross said route or routes, and to trim and cut and clear away any trees and brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted, the right to transfer and assign this easement in whole or in part being hereby granted to the Grantee.

It is also understood and agreed by the parties hereto that the Grantor and successors or assigns, shall not increase or decrease, or permit to be increased or decreased the existing ground elevations of the above described right-of-way, existing at the time this document is executed, without the previous written consent of the Grantee.

IN WITNESS WHEREOF, the Grantor(s) executed this instrument this _____ day of _____, _____.

GRANTOR:

(Print Name)

(Sign Name)

(Print Name)

(Sign Name)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of)

On _____, before me, _____, Notary Public

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Right of Way dated _____ from _____, to the Rainbow Municipal Water District, organized under the Municipal Water District Act of 1911, is hereby accepted by order of Board of Director's Resolution No.02-13, dated July 3, 2002, authorizing the General Manager to accept and record Grants of Right of Way on behalf of said District.

RAINBOW MUNICIPAL WATER DISTRICT

Dated _____ By _____
General Manager

Project Name: _____

Water Atlas Page No. _____

Checked by: _____

Date: _____

EXHIBIT "A"
WATERLINE EASEMENT

THAT PORTION OF PARCEL A AS SHOWN ON CERTIFICATE OF COMPLIANCE EVIDENCED BY DOCUMENT RECORDED DECEMBER 11, 2006 AS INSTRUMENT NO. 2006-0876284 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF PARCEL 1 OF PARCEL MAP NO. 13703, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON FEBRUARY 28, 1985; THENCE ALONG THE WESTLINE THEREOF SOUTH 01°59'56" WEST 70.86 FEET TO A POINT LYING ON THE CENTERLINE OF HORSE CREEK RANCH ROAD, SAID POINT BEING THE BEGINNING OF A NON-TANGENT 625.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 56°37'44" WEST; THENCE NORTHERLY ALONG SAID CENTERLINE 103.51 FEET THROUGH A CENTRAL ANGLE OF 09°29'21"; THENCE RETRACING ALONG THE CENTERLINE AND EXTENSION THEREOF ALONG HORSE CREEK RANCH ROAD THE FOLLOWING COURSES: SOUTHEASTERLY ALONG THE ARC OF SAID 625.00 FOOT RADIUS CURVE 188.44 FEET THROUGH A CENTRAL ANGLE OF 38°55'05"; THENCE TANGENT TO SAID CURVE SOUTH 41°09'26" EAST 136.97 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 48°50'34" WEST 53.00 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL A AND THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID EAST LINE SOUTH 48°50'34" WEST 26.00 FEET; THENCE SOUTH 41°09'26" EAST 25.80 FEET; THENCE NORTH 44°28'03" EAST 10.03 FEET; THENCE NORTH 41°09'29" WEST 15.03 FEET; THENCE NORTH 48°50'34" EAST 16.00 FEET TO SAID EAST LINE OF PARCEL A; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 41°09'26" WEST 10.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 414 SF/0.01 AC ±

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.


THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION:

Deyan Panticich 11/6/17
DEYAN PANTICH, LS 8414



EXHIBIT "B"

LEGEND:

- P.O.C. INDICATES POINT OF COMMENCEMENT
T.P.O.B. INDICATES TRUE POINT OF BEGINNING
 SEWER AND WATER EASEMENT
AREA = 414 S.F./0.01 AC ±
() INDICATES RECORD DATA PER PM 13703

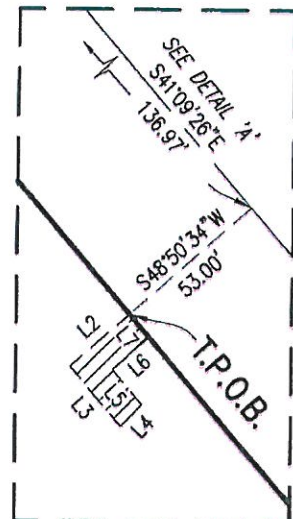
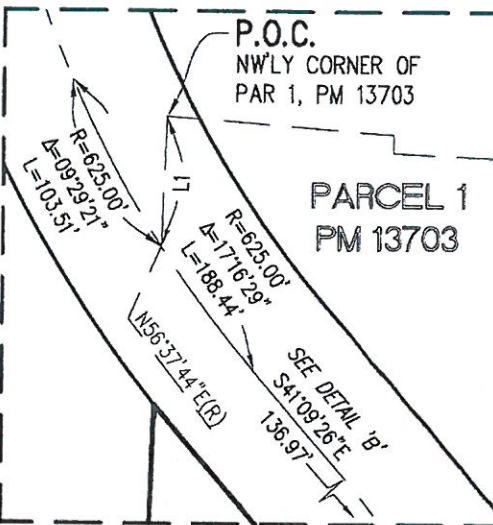
SEE DETAIL
'B' HEREON

SEE DETAIL
'A' HEREON

PARCEL 1
PM 13703

HIGHWAY I-15

RANCH



PORTION
PARCEL A
INST. NO.
2006-0876284

APN: 108-120-55
APN: 108-121-16

DETAIL "A"
SCALE 1" = 100'

DETAIL "B"
SCALE 1" = 60'

LINE DATA

NO.	BEARING	DISTANCE
L1	(S01°59'96"W)	(70.86')
L2	S48°50'34"W	26.00'
L3	S41°09'26"E	25.80'
L4	N44°28'03"E	10.03'
L5	N41°09'26"W	15.03'

LINE DATA

NO.	BEARING	DISTANCE
L6	N48°50'34"E	16.00'
L7	N41°09'26"W	10.00'



0 300 600 1200



SCALE IN FEET
GRAPHIC SCALE
1"=600'



Deyan Pantich 11/6/17
DEYAN PANTICH, LS 8414

Prepared by:

MASSON & ASSOCIATES INC.
Planning • Engineering • Surveying
Solved.
200 E. Washington Ave., Suite 200
Escandido, CA 92025
O. 760.741.3570
F. 760.741.1786
www.masson-assoc.com

10/31/2017



3707 OLD HWY 395
FALLBROOK, CA 92028

WATERLINE EASEMENT

APN:
108-120-55
108-121-16

SHEET: 1 OF 1

RECORDING REQUESTED BY:

Rainbow Municipal Water District

WHEN RECORDED RETURN TO:

Rainbow Municipal Water District
3707 Old Highway 395
Fallbrook, California 92028

GRANT OF RIGHT OF WAY

NO FEE REQUIRED PER
GOVERNMENT CODE SECTION 6103
DEED TRANSFER TAX: \$ 0
EXEMPT UNDER SEC. 11922 OF
REVENUE TAXATION CODE

Assessor's Parcel No. **108-120-55 & 108-121-16**

For valuable consideration **Palomar Community College District, A California Public Agency** as Grantor, hereby grants to Rainbow Municipal Water District, A Municipal Corporation, organized under the Municipal Water District Act of 1911 as amended, as Grantee, its successors and assigns, an easement and right of way in, upon, over, under, and across the lands hereinafter described, to erect, install, construct, reconstruct, replace, repair, alter, operate, maintain, inspect and use a pipeline or pipelines for any and all purposes, together with any easement roads and appurtenances within the right-of-way including but not limited to conduits and cables for communication purposes, at such location and elevations, upon, along, over and under the hereinafter described right-of-way as Grantee may now or hereafter deem convenient and necessary from time to time, together with right of ingress thereto and egress therefrom to and along said right-of-way by a practical route or routes, in, upon, over, and across the hereinafter described lands, together with the right to clear and keep clear said right-of-way from buildings and structures.

The lands in which said easement of right-of-way is hereby granted are situated in the County of San Diego, State of California, and are particularly described as follows, to wit:

See Exhibit "A" and Exhibit "B" attached hereto and by reference made a part hereof

Grantor hereby also grants to grantee the temporary use of such adjacent land of Grantor as is necessary to install the facilities provided for under the terms of the easement granted herein.

It is further understood and agreed that no other easement or easements shall be granted on, under, over said strip of land by the Grantor to any person, firm or corporation without the previous written consent of said grantee.

Grantor and its successors and assigns shall not erect or construct, or permit to be erected or constructed, any building, fences, walls, or other structures of any kind and no trees shall be installed, constructed, erected, placed, planted or maintained in any portion of the easement and right-of-way, and no shrubs or

other, plants or vegetation shall be placed, planted or maintained in the portion of the easement and right-of-way which is included within any road, and that no changes in the alignment or grading of any such road will be made without prior written consent of Grantee. It is further understood and agreed the grantor shall not drill any well or wells within the limits of said right-of-way.

Grantee shall have the right to construct and utilize an access road within said easement and shall have the right to erect, maintain and use gates in all of Grantor's fences which now cross or shall hereafter cross said route or routes, and to trim and cut and clear away any trees and brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted, the right to transfer and assign this easement in whole or in part being hereby granted to the Grantee.

It is also understood and agreed by the parties hereto that the Grantor and successors or assigns, shall not increase or decrease, or permit to be increased or decreased the existing ground elevations of the above described right-of-way, existing at the time this document is executed, without the previous written consent of the Grantee.

IN WITNESS WHEREOF, the Grantor(s) executed this instrument this _____ day of _____, _____.

GRANTOR:

(Print Name)

(Sign Name)

(Print Name)

(Sign Name)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of)

On _____, before me, _____, Notary Public

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Right of Way
dated _____ from _____,
to the Rainbow Municipal Water District, organized under the Municipal Water District Act of 1911, is
hereby accepted by order of Board of Director's Resolution No.02-13, dated July 3, 2002, authorizing the
General Manager to accept and record Grants of Right of Way on behalf of said District.

RAINBOW MUNICIPAL WATER DISTRICT

Dated _____ By _____
General Manager

Project Name: _____

Water Atlas Page No. _____

Checked by: _____

Date: _____

EXHIBIT "A"
SEWER & WATERLINE EASEMENT

THAT PORTION OF PARCEL A AS SHOWN ON CERTIFICATE OF COMPLIANCE EVIDENCED BY DOCUMENT RECORDED DECEMBER 11, 2006 AS INSTRUMENT NO. 2006-0876284 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF PARCEL 1 OF PARCEL MAP NO. 13703, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON FEBRUARY 28, 1985, SAID POINT ALSO BEING THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AND DESCRIBED ON RECORD OF SURVEY MAP NO. 20248, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON JULY 25, 2008 AS NORTH 00°33'04" EAST 670.18 FEET; THENCE ALONG SAID WEST LINE OF PARCEL 1 NORTH 01°17'22" EAST (RECORD NORTH 01°17'20" WEST PER PARCEL MAP NO. 13703) 888.71 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WEST LINE NORTH 01°17'22" EAST 45.02 FEET; THENCE LEAVING SAID WEST LINE SOUTH 86°59'02" EAST 40.31 FEET; THENCE NORTH 78°38'24" EAST 230.03 FEET; THENCE NORTH 02°35'13" WEST 19.81 FEET; THENCE NORTH 87°24'47" EAST 20.00 FEET; THENCE SOUTH 02°35'13" EAST 19.57 FEET; THENCE SOUTH 85°48'45" EAST 274.52 FEET; THENCE NORTH 87°24'47" EAST 176.06 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL A; THENCE ALONG SAID EAST LINE SOUTH 02°14'20" EAST (RECORD SOUTH 02°14'20" EAST) 60.01 FEET; THENCE LEAVING SAID EAST LINE SOUTH 88°38'58" WEST 30.94 FEET; THENCE NORTH 02°35'13" WEST 14.34 FEET; THENCE SOUTH 87°24'47" WEST 147.42 FEET; THENCE NORTH 85°48'45" EAST 281.54 FEET; THENCE SOUTH 78°38'24" EAST 239.26 FEET; THENCE NORTH 86°59'02" WEST 44.63 FEET TO THE WEST LINE OF SAID PARCEL 1 AND THE **TRUE POINT OF BEGINNING**.

CONTAINING 34,247 SF/0.79 AC ±

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.


THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION:

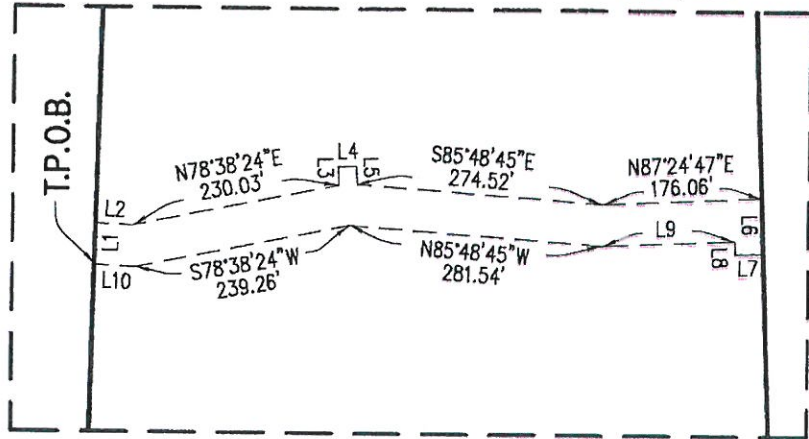
Deyan Pantich 1/6/17
DEYAN PANTICH, LS 8414



EXHIBIT "B"

LEGEND:

P.O.C.	INDICATES POINT OF COMMENCEMENT
T.P.O.B.	INDICATES TRUE POINT OF BEGINNING
	SEWER AND WATER EASEMENT AREA = 34,247 S.F./0.79 AC ±
()	INDICATES RECORD DATA PER PM 13703
{ }	INDICATES RECORD DATA PER ROS 20248
[]	INDICATES RECORD DATA PER CERTIFICATE OF COMPLIANCE RECORDED 12/11/2006 AS INST. NO. 2006-0876284, O.R.



DETAIL 'A'

SCALE 1" = 200'

PORTION
PARCEL A
INST. NO.
2006-0876284

APN: 108-120-55
APN: 108-121-16

LINE DATA

NO.	BEARING	DISTANCE
L1	N01°17'22"E	45.02'
L2	S86°59'02"E	40.31'
L3	N02°35'13"W	19.81'
L4	N87°24'47"E	20.00'
L5	S02°35'13"E	19.57'

LINE DATA

NO.	BEARING	DISTANCE
L6	S02°14'20"E	60.01'
[L6]	[S02°14'20"E]	————
L7	S88°38'58"W	30.94'
L8	N02°35'13"W	14.34'
L9	S87°24'47"W	147.42'
L10	N86°59'02"W	44.63'



DEYAN PANTICH, LS 8414

HIGHWAY I-15

SEE DETAIL
'A' HEREON

P.O.C.

O.C. (N00°32'47"E)
{N00°33'04"E}
{670.18}
-N00°33'04"E (N00°17'20"E)
-N01°17'22"E 888.71'

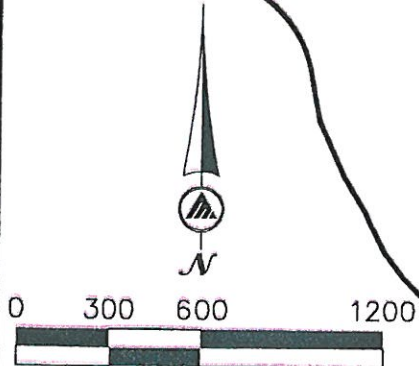
HORSE

PARCEL 1
PM 13703

RANCH

CREEK

ROAD



SCALE IN FEET
GRAPHIC SCALE
1"=600'

Prepared by:



Planning ▲ Engineering ▲ Surveying
Solved.
200 E. Washington Ave., Suite 200
Escondido, CA 92025
O. 760.741.3570
F. 760.741.1786
www.mission-assoc.com

10/31/2017



3707 OLD HWY 395
FALLBROOK, CA 92028

SEWER & WATERLINE EASEMENT

APN:
108-120-55
108-121-16

SHEET: 1 OF 1



RAINBOW MUNICIPAL WATER DISTRICT
3707 OLD HIGHWAY 395, FALLBROOK, CALIFORNIA 92028
TELEPHONE (760) 728-1178 FAX (760) 728-2575

WATER AND SEWER SYSTEM CONSTRUCTION AGREEMENT

PROJECT NAME: Palomar College North Education Center Water and Sewer Improvements

RMWD PROJECT NO.: 700-700026

(DEVELOPER INITIATED/CONTRACTOR INSTALLED)

THIS AGREEMENT ("Agreement") is made on this ____ day of _____ 2017, by and between **RAINBOW MUNICIPAL WATER DISTRICT**, a municipal water district, with its headquarters at Fallbrook, California ("District") and **PALOMAR COMMUNITY COLLEGE DISTRICT**, located at 1140 West Mission Road, San Marcos, California, 92069 ("Developer") and **ELITE EARTHWORKS & GRADING, dba GK BACKLUND**, located at 19907 Temescal Canyon Road, Corona, California, 92881 ("Contractor").

WHEREAS, Developer is planning construction of public water and sewer facilities to serve the Palomar College North Education Center ("Project"), located in Section 36, Township 9, Range 3, San Bernardino Base and Meridian. The development is referenced within records of the County of San Diego, State of California, as:

Palomar College North Education Center
County TM: 5338-1
Assessor's Parcel No(s): 108-120-55

WHEREAS, the Project requires water and sewer system extension/construction to provide service to the lands referenced above; and

WHEREAS, Developer is desirous of having the District provide water and sewer service to the Project and is willing to develop and convey to the District said systems after the construction thereof; and contingent upon the District's acceptance of such conveyance and to provide water and sewer service to said lands on the terms and conditions set forth herein; and

WHEREAS, Developer has submitted for District review and approval engineered construction plans for the improvements entitled "Palomar College North Education Center Water and Sewer Improvement Plans", consisting of three (3) sheets, prepared by Masson & Associates, 200 E. Washington Ave., Escondido, CA 92025 (the "Plans"), a copy of which are attached hereto and incorporated by reference as Attachment A; and

WHEREAS, Developer has entered into a contract with Contractor for construction of improvements to the Project, including the water and sewer improvements depicted on said Plans (the "Improvements"),

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Developer and Contractor will comply with the District's regulations, as amended from time to time. The provisions of said regulations are incorporated herein by reference.
2. Promptly following execution of this Agreement, Developer shall deposit with the District an amount sufficient to cover the District's estimated costs for engineering, permits, inspection, and system connection fees. If at any time District notifies Developer that additional amounts are required, Developer shall promptly deposit additional funds. Upon acceptance of the Improvements by District, District shall refund any remaining amounts to Developer.
3. The water and sewer system shall comply with the District's specifications. Developer shall provide ready for construction plans and specifications to the District for review and approval prior to construction.
4. Developer and Contractor acknowledge that California law includes certain requirements applicable to public works contracts, including requirements to pay prevailing wages.
 - A. The definition of "public work" includes work performed under the direction and supervision of the District. The parties acknowledge and agree that Developer is fully responsible for directing and supervising design and construction of the system described in this Agreement, and that the District's role is limited to review, inspection and approval of said design and construction, and does not constitute direction or supervision of the work.
 - B. The definition of "public work" also includes work that is paid for in whole or in part out of public funds. Developer and Contractor agree to comply with, and require its contractors and subcontractors to comply with, the requirements set forth in Appendix 1 to this Agreement. To the maximum extent permitted by law, Developer shall defend, indemnify, and hold the District and each of its officials, officers, directors, employees, agents, and volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of the failure or alleged failure of Developer, its Contractor or subcontractors to comply with said requirements.
5. Contractor is currently licensed by the State of California with a General Engineering Contractor, "A" license. Any subcontractor working on the water and sewer improvements shall also be currently licensed by the State with an "A" license or a "C-34" license, and shall be experienced in the construction of domestic water supply systems and sewer systems. Contractor shall notify District regarding any selected subcontractor(s) prior to execution of a contract with such firm.
6. The entire cost of the construction of such water and/or sewer systems shall be paid by the Developer. Such construction shall be inspected by District personnel for conformance with the approved plans and specifications. Construction shall not begin until evidence of insurance and bonds are provided in accordance with Paragraphs 11 and 12. District inspection is for the purpose of conformance of construction with District requirements, and not for compliance by the contractor with safety requirements. Developer and Contractor shall coordinate with District in setting the schedule for construction and establishing hold points for inspection by District.

Inspection or final acceptance of the Improvements shall not constitute a waiver by the District of any claims against Developer and/or Contractor for any defects in the work performed hereunder.

7. To the maximum extent permitted by law, Developer and Contractor shall jointly and severally defend, indemnify and hold the District, its agents, directors, officers, and employees and each of them free and harmless from any liability from claims, demands, suits, loss, damage, costs and expenses including reasonable attorneys' fees, and injury to persons or property including wrongful death, in any manner arising out of, related to or incident to, in whole or in part, any action or omission of Developer or its contractors or subcontractors, including any officers, employees or agents of the Developer or its contractors or subcontractors, in connection with the performance of this Agreement, the construction of the water and/or sewer system contemplated by this Agreement and any assertions that the materials, equipment or services, or the use thereof in the water and/or sewer system, infringes any patent, copyright or proprietary right of any third-party or violates any governmental law or regulation. All officers, agents, employees and subcontractors, and their agents, who are employed, contracted or otherwise utilized by Developer or its contractors or subcontractors to perform construction of the water and/or sewer system described herein shall be deemed officers, agents and employees of Developer or its contractors or subcontractors. The foregoing indemnity, hold harmless and defense obligation of Developer shall apply except to the extent the loss, damage or injury is caused by the sole negligence or willful misconduct of an indemnified party, and the foregoing indemnity, hold harmless and defense obligation of Contractor shall apply except to the extent the loss, damage or injury is caused by the sole or active negligence or willful misconduct of an indemnified party. This indemnification, hold harmless and defense obligation of Developer and Contractor shall survive the termination or expiration of this Agreement.
8. Developer shall guarantee the completion of construction within **six months** from the time material is delivered to the jobsite.
9. Developer agrees to pay all costs incurred by the District as may be necessary to complete construction, including administrative costs, as well as costs of any insurance purchased by District if Developer's contractor fails to comply with the requirements of Paragraph 11.
10. Developer shall require its construction contractor(s) to procure and maintain, and Contractor shall procure and maintain, for the duration of the construction period and at least one year from the date of the filing of the "Notice of Completion," insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.
 - A. Coverage shall be at least as broad as:
 - (i) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001).
 - (ii) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1, "any auto" and endorsement CA 0025.
 - (iii) Workers' Compensation insurance as required by the California Labor Code sections 1861 and 3700 *et seq.* and Employers Liability Insurance.
 - (iv) Contractor's Pollution Liability

B. Limits of Insurance shall be:

- (i) General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (ii) Automobile Liability: One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (iii) Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.
- (iv) Contractor's Pollution Legal Liability with limits no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate.

C. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. The Contractor's insurance policies shall contain or be endorsed to comply with the following provisions:

- (i) General Liability, Automobile Liability Coverages and Pollution Legal Liability:
 - (1) The District, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.
 - (2) The contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees or volunteers.
 - (4) The contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (ii) Workers' Compensation and Employers Liability Coverage:
 - (1) The insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees and volunteers for losses arising from work performed by the contractor.
 - (iii) All Coverages:
 - (1) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.
 - E. Developer shall require Contractor to furnish, and Contractor shall furnish, the District with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the District. Where by statute, the District's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - F. The Contractor's insurance shall include all subcontractors as insureds under its policies or it shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
11. Developer or Contractor shall provide the District with bonds in form acceptable to District, as follows:
- A. A performance bond with corporate surety or sureties satisfactory to the District, said performance bond being for not less than one hundred percent (100%) of the total price under the construction contract referenced in Paragraph 12(E).
 - B. A labor and materials payment bond being for not less than one hundred percent (100%) of the total contract price as referenced in Paragraph 12(E). Said bond shall conform to requirements applicable to public works projects.

- C. A bond to guarantee the performance of the installed domestic water system and sewer system against failures of any type for one (1) year from the date of the filing of the "Notice of Completion." Said bond shall be in the amount of ten percent (10%) of the total contract price as referenced in Paragraph 13(e) and shall provide for the payment of all costs incurred by the District for the repair of such failures within the one (1) year guarantee period.
12. The District's Inspector shall complete a "Notice of Final Inspection" when all work has been completed in accordance with District requirements and prior to the acceptance of the systems by the District. As a condition to such acceptance, Developer shall furnish to the District any and all requested documents including but not limited to, the following:
- A. Easement Deed or Grant Deed to any rights-of-way or other real property interests necessary for roads, ingress and egress, and for maintenance and operation of the domestic water and sewer systems;
 - B. An unconditional waiver and release on final payment under Civil Code section 8138 from the Developer's Contractor and each subcontractor that provided labor, service, equipment or material for the system that is the subject of this Agreement.;
 - C. A Notice of Completion under Civil Code sections 9204 et seq., covering the system, executed by the Developer, in form suitable for recordation by the District within 15 days after the District's acceptance of the system;
 - D. A Grant Deed/Bill of Sale executed by Developer vesting title to the system improvements and appurtenances to the District;
 - E. A copy of the contract between Developer and Contractor or other documents which verify the actual cost of the water and sewer systems as installed, and an assignment of Developer's rights against Contractor with respect to any defects in the system improvements and appurtenances.
13. The District will not commence water and/or sewer service until the completed system passes final inspection by the District, and Developer has fully complied with its obligations under this Agreement required to be performed prior to acceptance, including delivery of documents required by Paragraph 12. Following fulfillment of the terms and conditions herein and acceptance by the District of said system, the District will provide service to said lands in accordance with the District's Rules and Regulations governing the provisions of such service.
14. This Agreement comprises the entire integrated understanding between the parties concerning the matters addressed herein and supersedes all prior negotiations, representations, or agreements whether express or implied, oral or written. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms herein.
15. The interpretation, validity and enforcement (including, without limitation, provisions concerning limitation of actions) of this Agreement shall be governed by and construed under the laws of the State of California, notwithstanding any conflict-of-laws doctrines or rule requiring

construction against the draftsman. This Agreement does not limit any other rights or remedies available to the District. Should any provision herein be found or deemed invalid, the Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

16. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
17. The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Agreement shall be in the state and federal courts located in the State of California, County of San Diego. The District and Developer agree not to bring any action or proceeding arising out of or relating to this Agreement in any other jurisdiction, forum or venue. The District and Developer hereby submit to personal jurisdiction in the State of California for the enforcement of this Agreement and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for purposes of any legal action or proceeding to enforce this Agreement whether on grounds of inconvenient forum or otherwise. Developer agrees to include this provision, modified as appropriate, in its contracts for performance of the work described in this Agreement.
18. Notices shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by email followed by a hard copy, to the addresses specified on page 1 of this Agreement (or to such other address as may from time to time be specified in writing by such Person). Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other delivery service. Notwithstanding the foregoing, notices received after 5:00 p.m. shall be deemed received on the first business day following delivery. Each party may update its address for receipt of notices under this Agreement by providing a written change of address notification to the other parties.
19. Each party represents that the individual executing this Agreement on its behalf has the right, power, legal capacity and authority to enter into and execute this Agreement on behalf of such party.
20. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement, and the signature or any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. A signature on a copy of this Agreement received by either party by facsimile transmission or electronic signature is binding upon the other party as an original.
21. In the event of a dispute arising under the terms of this Agreement, it is agreed that the prevailing party may be awarded reasonable attorneys' fees and actual costs.

22. This Agreement is binding on the assigns of the District and on the assigns, successors and representatives of Developer and Contractor.

RAINBOW MUNICIPAL WATER DISTRICT:

PALOMAR COMMUNITY COLLEGE
DISTRICT:

By _____

By _____

Name _____

Name _____

Title _____

Title _____

ELITE EARTHWORKS & ENGINEERING
dba GK BACKLUND:

By *Andrew Backlund*

Name ANDREW BACKLUND

Title PRESIDENT

11/17/17

APPENDIX 1

LABOR CODE REQUIREMENTS

The following provisions are incorporated into this Agreement to the extent required by applicable law.

A. Worker's Compensation

Developer shall comply with the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code.

B. Prevailing Wages

Pursuant to the provisions of Section 1773 of the State Labor Code, the District has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.1 of said Code, apprenticeship or other training programs authorized by Section 3093 of said Code, worker protection and assistance programs or committees established under the Federal Labor Management Cooperation Act of 1978, industry advancement and collective bargaining agreements administrative fees, provided that these payments are required under a collective bargaining agreement pertaining to the particular craft, classification, or type of work within the locality or the nearest labor market area at issue and other similar purposes applicable to the Work to be done), for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned; provided that if the prevailing wage rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the California Government Code. Copies of the prevailing rates of wages are on file at the District's offices, and will be furnished to Developer and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, Developer may be required to pay the wage rate of the most closely related craft or classification shown in such determinations for design-build work.

If the Division of Labor Standards Enforcement determines that employees of any contractor or subcontractor were not paid the general prevailing rate of per diem wages as required by law, Developer shall withhold an amount of moneys due to its contractor sufficient to pay those employees the general prevailing wage rate of per diem wages if requested by the Division of Labor Standards Enforcement. Developer shall pay any money retained from and owed such contractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. Pursuant to Section 1773.2 of the Labor Code, Developer shall post prevailing wage rates at a prominent place at the Site.

C. Hours of Work

Eight hours labor constitutes a legal day's work.

D. Apprenticeship

Developer shall comply with the provisions of Labor Code Sections 1777.5 and 1777.6, and Title 8, Code of Regulations, Sections 200 et seq., relating to apprentice employment and training. Developer shall assume full responsibility for compliance with said sections with respect to all apprenticeable occupations on the Project. To ensure compliance and complete understanding of the law regarding

apprentices, and specifically the required ratio thereunder, Developer should, where some question exists, contact the Division of Apprenticeship Standards, Los Angeles Office, 320 West 4th Street, Suite 830, Los Angeles, CA 90013, prior to commencement of the Work.

E. Specific Labor Code Provisions

Developer's attention is directed to the following requirements of the Labor Code. A copy of each such Code section (except 1810, 1811 and 1812) shall be included in each contract for work described in this Agreement that is subject to prevailing wage requirements under applicable law:

Labor Code Section 1725.5

1725.5. A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Labor Code Section 1771

1771. Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Labor Code Section 1775

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall

cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Labor Code Section 1776

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the

Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or

political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Regulations implementing Labor Code Section 1776 are located in Sections 16000, 16400, 16401, 16402, 16403, and 16500 of Title 8, California Code of Regulations.

Labor Code Section 1777.5

1777.5. (a) This chapter does not prevent the employment of properly registered apprentices upon public works.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this Section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to

approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeships, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this Section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of

Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this Section for all apprenticeable occupations with the prime contractor.

(o) This Section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Labor Code Section 1810

1810. Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

Labor Code Section 1811

1811. The time of service of any workman employed upon public work is limited and restricted to eight hours during any one calendar day, and 40 hours during any one calendar week, except as hereinafter provided for under Section 1815.

Labor Code Section 1812

1812. Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards Enforcement.

Labor Code Section 1813

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Labor Code Section 1815

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

F. Labor Nondiscrimination

Developer's attention is directed to Section 1735 of the Labor Code, which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

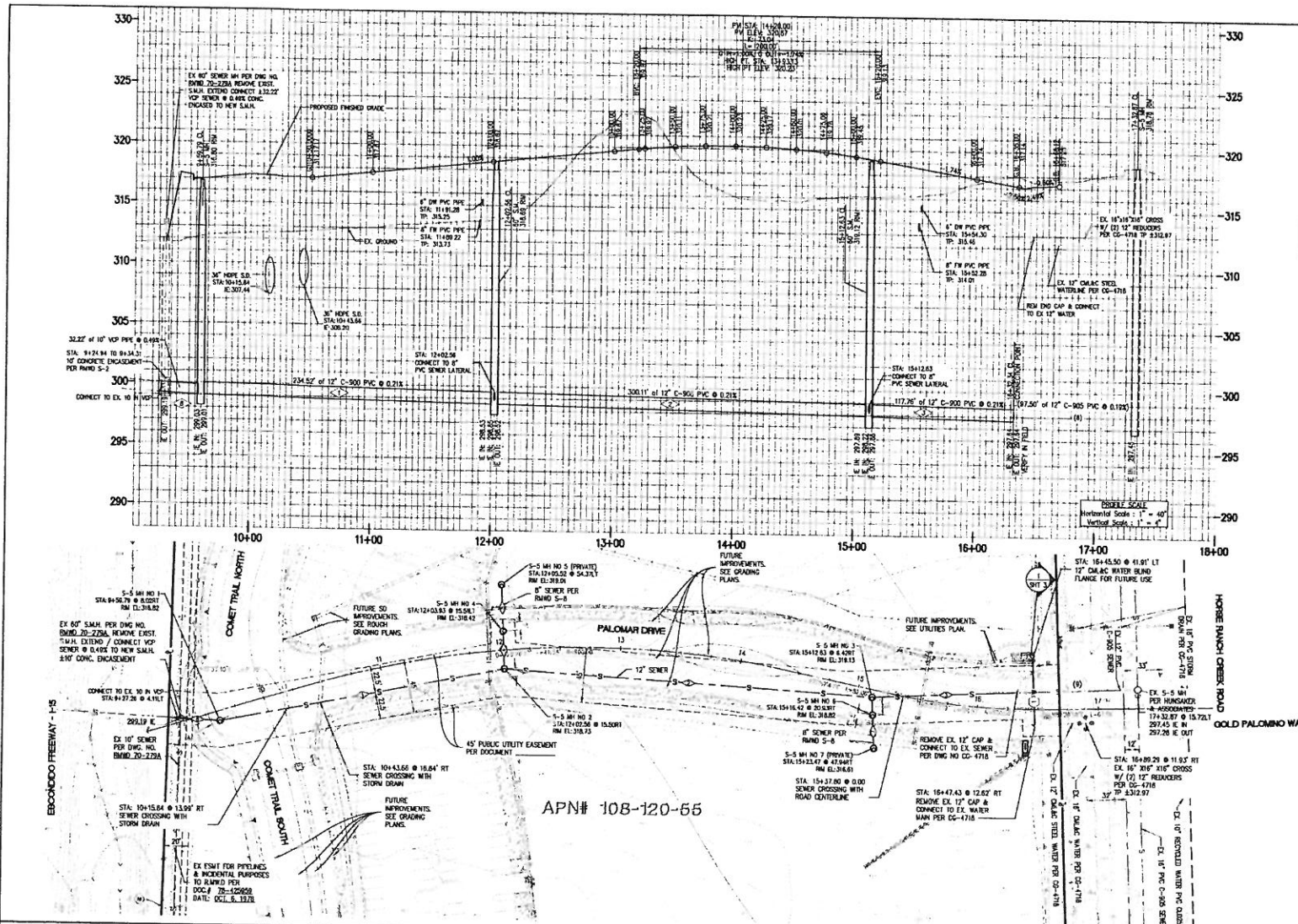
Developer's attention is directed to the following "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

Nondiscrimination Clause

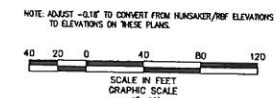
1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, agesexual orientation, or military or veteran status. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code, section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Developer and its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. Developer shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Agreement.

ATTACHMENT A

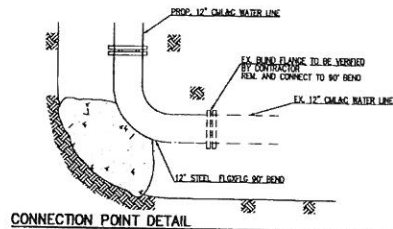
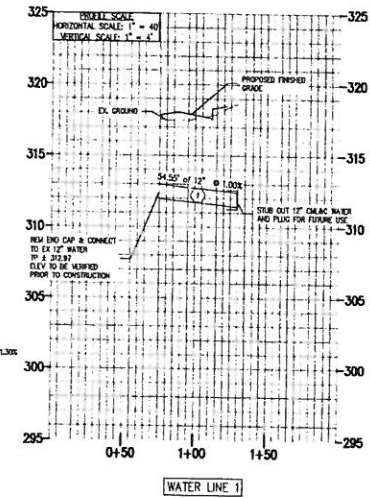
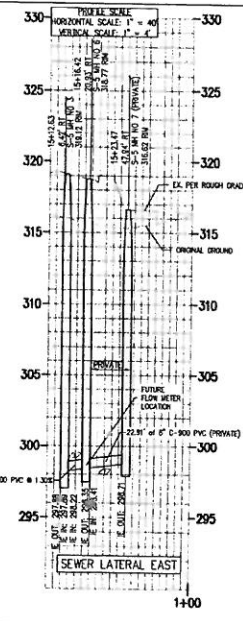
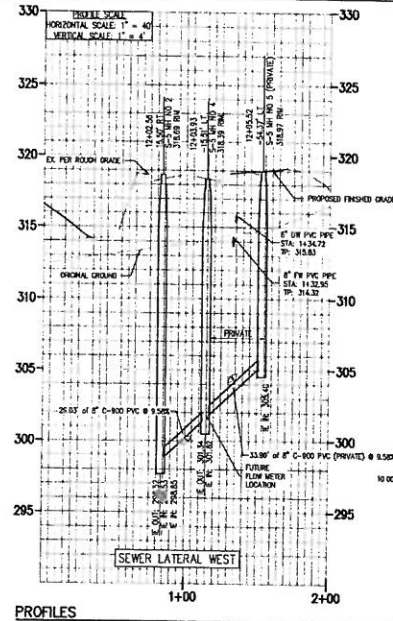
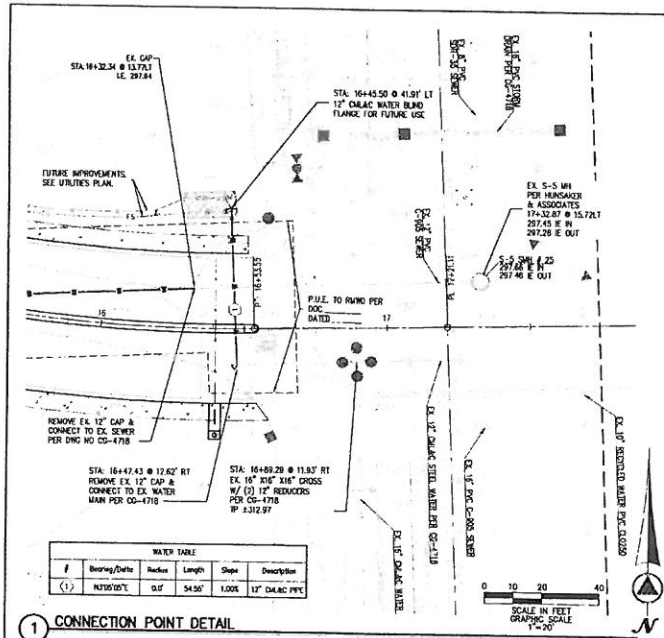


SEWER TABLE				
Station/Depth	Radius	Length	Slope	Description
1 10743.47E	0.0	234.57	0.18%	12" C-900 PVC
2 10817.47E	0.0	300.11	0.21%	12" C-900 PVC
3 10724.47E	0.0	117.76	0.18%	12" C-900 PVC
4 10735.17E	0.0	26.03	0.58%	8" C-900 PVC
5 10735.17E	0.0	33.97	0.58%	8" C-900 PVC (PRIVATE)
6 10735.17E	0.0	10.07	1.30%	8" C-900 PVC
7 10735.17E	0.0	23.81	1.30%	8" C-900 PVC (PRIVATE)
8 10819.07E	0.0	32.27	0.48%	10" VCP PVC



Underground Service Alert Call: 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG		VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY		APPROVED FOR: WILLIAM F. MORGAN COUNTY ENGINEER BY: N/A DATE:		NORTH COUNTY FIRE PROTECTION DISTRICT FIRE DEPARTMENT APPROVED BY: N/A DATE:		I CERTIFY THAT THE DESIGN OF THE WATER SYSTEM IS IN ACCORDANCE WITH THE REQUIREMENTS PRESCRIBED BY THE SAN DIEGO COUNTY FIRE DEPARTMENT ROBERT D'AMARO DATE:		BENCHMARK ELEVATION: 306.01 DATUM: NAVD83 DESCRIPTION:		EXISTING UTILITY DISCLAIMER NOTE APPROVAL OF THIS PLAN BY THE RAINBOW MUNICIPAL WATER DISTRICT DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OF, OR THE EXISTENCE OF, ANY UNDERGROUND UTILITY PIPE, OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE DISTRICT ACCEPTS NO RESPONSIBILITY FOR ANY REIMBURSEMENT DUE TO ADDITIONAL FACILITIES OR TIME DELAYS AS A RESULT OF THESE.		OWNER/DEVELOPER PALOMAR COLLEGE 35090 HORSE RANCH CREEK ROAD, FALLBROOK, CA 92028 TEL: (760) 744-1150 DENNIS ASIL	
RAINBOW 3707 OLD HWY 395 FALLBROOK, CA 92028 WATER/SEWER REVIEWED BY: RAINBOW MUNICIPAL WATER DISTRICT DATE: 11/1/2017		DESIGNED BY: DAM DRAWN BY: DAM/JT CHECKED BY: RD		SUBMITTED BY: ROBERT D'AMARO DATE: 10-31-17		PLANS PREPARED BY: Planning & Engineering & Surveying 200 E. Washington Ave., Suite 200 Escondido, CA 92025 P: 760.741.3520 F: 760.741.1788 www.masson-assoc.com		RAINBOW MUNICIPAL WATER DISTRICT PALOMAR COLLEGE NORTH EDUCATION CENTER TM 5338-1 PLAN AND PROFILE PRESSURE ZONE: CANONITA HCR HYL= 660 FT		SHEET NO: 2 OF 3 SHEETS DATE: Oct 31, 2017 FILE NO: 200026					

ENG. JOB # 5015019 NORTH EDUCATION CENTER PALOMAR COLLEGE



Underground Service Alert Call before you dig 1-800-227-2600		VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY		APPROVED FOR: WILLIAM P. MORGAN COUNTY ENGINEER BY: N/A DATE:		NORTH COUNTY FIRE PROTECTION DISTRICT FIRE DEPARTMENT APPROVED BY: N/A DATE:		I CERTIFY THAT THE DESIGN OF THE WATER SYSTEM IS IN ACCORDANCE WITH THE REQUIREMENTS PRESCRIBED BY THE SAN DIEGO COUNTY FIRE DEPARTMENT ROBERT D'AMARO DATE:		BENCHMARK ELEVATION: 306.01 DATUM: NAVD83 DESCRIPTION: ELEVATIONS SHOWN HEREON ARE BASED ON COUNTY OF SAN DIEGO CONTROL DATA SHEET BENCHMARK: SDGPS 3		EXISTING UTILITY DISCLAIMER NOTE APPROVAL OF THIS PLAN BY THE RAINBOW MUNICIPAL WATER DISTRICT DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OF, OR THE EXISTENCE OF, ANY UNDERGROUND UTILITY, PIPE, OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE DISTRICT ACCEPTS NO RESPONSIBILITY FOR ANY REIMBURSEMENT DUE TO ADDITIONAL FACILITIES OR TIME DELAYS AS A RESULT OF THERE.		OWNER/DEVELOPER PALOMAR COLLEGE 35090 HORSE RANCH CREEK ROAD, FALLBROOK, CA 92028 TEL: (760) 744-1150 DENNIS ASIL	
RAINBOW 3707 OLD HWY 395 FALLBROOK, CA 92028 WATER/SEWER REVIEWED BY: RAINBOW MUNICIPAL WATER DISTRICT [Signature] ENGINEERING MANAGER		DATE: 11/1/17		DESIGNED BY: DAM DRAWN BY: DAM/DT CHECKED BY: RD		SUBMITTED BY: [Signature] DATE: 10-31-17		PLANS PREPARED BY: [Signature] MASSON & ASSOCIATES, INC. 200 E. Washington Ave., Suite 200 Escondido, CA 92025 P: 760.741.1764 F: 760.741.1766 www.masson-assoc.com		RAINBOW MUNICIPAL WATER DISTRICT PALOMAR COLLEGE NORTH EDUCATION CENTER TM 5338-1 DETAILS PRESSURE ZONE: CANONITA HOR. H.W.L. = 660 FT		SHEET NO. 3 OF 3 SHEETS DATE: Oct 31, 2017 FILE NO. 200026			

PALOMAR COLLEGE
Facilities Department

Maintenance & Operations Building

SUBJECT: Governing Board Approval: December 2017 Change Order
 DSA Application Number: 04-115315
 DSA File No: 37-C1

PROJECT DESCRIPTION:

This project is the Maintenance & Operations Building. It provides a new Complex for the Facilities Department, Building, Grounds, Maintenance, and Custodial. It also houses Shipping & Receiving and Warehouse. It is approximately 26, 953 sf. The project is a Design /Build and was awarded to Level 10/BNIM on February of 2017

DESCRIPTION OF CHANGE:

Level 10, Inc.:

This Change Order accounts for Concrete & Rebar modifications to The Maintenance & Operations Building and minor additional work performed on 9/15/17 of Temporary Parking lot near CVS

Concrete and rebar modifications	\$8,565.00
Additional work on temporary parking lot	\$34,853.00
Total Change Order #1	\$43,418.00

Level 10 Construction	
Original Contract Value:	\$14,435,964.00
Change Orders to Date:	-
Proposed Change Orders:	\$43,418.00
Revised Contract Amount:	\$14,479,382.00

FINANCIAL IMPLICATIONS:

The Maintenance & Operations Project is being funded through Proposition M.

The above changes are included in Project Change Order #01 and represent a total increase to the overall project in the amount of **\$43,418.00**

RECOMMENDATION:

It is recommended that the Governing Board approve the Maintenance & Operations project Owner Change Order #01 for **\$ 43,418.00**

PALOMAR COLLEGE
Facilities Department

Parking Structure and College Police

SUBJECT: Governing Board Approval: December 2017 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 changing the rock mulch within the parking lots to the new District Standard and the installation of the fiber optic line via a longer route due to unforeseen conditions of the original route not meeting conduit coverage requirements.

Replace crushed rock with larger cobble stones	\$22,430.00
Relocation of existing fiber line directed by Palomar	\$58,619.00
Total Change Order #4	\$81,049.00

McCarthy Building Companies, Inc.	
Original Contract Value:	\$28,318,352.00
Change Orders to Date:	\$416,889.00
Proposed Change Orders:	\$81,049.00
Revised Contract Amount:	\$28,816,290.00

FINANCIAL IMPLICATIONS:

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

The above changes are included in Project Change Order #04 and represent a total increase to the overall project in the amount of **\$81,049**

RECOMMENDATION:

It is recommended that the Governing Board approve the Parking Structure and College Police project Owner Change Order #04 for **\$81,049**



Hudson Insurance Group
100 William Street, 5th Floor
New York, NY 10038

EXHIBIT N-7

Rider Adding Additional Obligor(s)

To be attached to and form a part of Bond No. ASB803 ("Bond"), dated the 14th day of September, 2017, issued by Hudson Insurance Company as Surety, on behalf of Elite Earthworks & Engineering dba GK Backlund, as Principal in favor of Palomar Community College District, as Obligor.

WHEREAS, upon the request of the Principal and Obligor the attached Bond is hereby amended to add Rainbow Municipal Water District as an additional Obligor(s).

PROVIDED, HOWEVER, there shall be no liability under this Bond to the Obligors, or any of them, unless the said Obligors, or any of them, shall make payments to the Principal strictly in accordance with the terms of said contract as to payments, and shall perform all of the other obligations to be performed under said contract at the time and in the manner therein set forth; all of the acts of one Obligor being binding on the other; and

PROVIDED, HOWEVER, The aggregate liability of the Surety under the Bond to any or to all of the Obligors shall be limited to, and shall not exceed, the penal sum of the Bond. At the Surety's election, any payment due to any Obligor may be made by joint check issued to one or more of the Obligors.

The attached Bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this 15th day of November, 2017.

HUDSON INSURANCE COMPANY

By: 

Janice Martin, Attorney-in-Fact

Elite Earthworks & Engineering dba GK Backlund
Principal Named in Bond

By: 

Palomar Community College District
Obligor Named in Bond

By: _____

Rainbow Municipal Water District
Additional Obligor

By: _____

Additional Obligor

By: _____

**Secretary of State Alex Padilla
Lieutenant Governor Gavin Newsom
[INSERT NAME] Community College District**

Memorandum of Understanding

Overview

This memorandum of understanding (MOU) sets forth commitments made by Secretary of State Alex Padilla, Lieutenant Governor Gavin Newsom, and [INSERT NAME] Community College District to increase voter engagement, democratic participation, and civic literacy among the student body.

Introduction: The State of Student Civic Engagement

The success of our state and nation depends on the active participation of educated and informed citizens and residents. However, we are not adequately providing access to the democratic process and we are failing to inspire and inform students about the importance of civic participation.

Today's college students are part of the largest generation in history, the Millennial Generation. This generation, which exceeds the Baby Boomer generation by 9 million, will have a major role to play in upcoming elections and in the vital decisions we make in an increasingly globalized world. It is essential to ensure that this generation – charged with such colossal responsibility – is engaged in our democracy. It is also essential that as educators and leaders we provide students the tools they need to take action and participate.

In that task, there is work to be done. A few sobering facts tell the story: the United States recently ranked the 139th in voter participation of 172 democracies around the world; only 52% of eligible California youth were registered to vote in California before the November 2014 election, more than 20% lower than any other age demographic; only 8% of eligible youth turned out to vote in that election. In the same year, only 0.3% of the total students served by California's public colleges and universities were registered to vote through an online voter registration opportunity provided by their campus administration.

The signatories to this MOU are dedicated to changing these dynamics in time for the 2018 elections and beyond. Accordingly, we commit to the following actions:

For CEO/President _____ on behalf of _____ :

I, the undersigned, am committed to the civic engagement of students on our campus(es). Our institution recognizes that voting is the cornerstone of our democracy and that student voter participation must be improved. Accordingly, we are committed to the following actions:

OUTREACH

1. We will collaborate with the Secretary of State's office and additional partners to **provide students with online voter registration opportunities on high-traffic campus web pages**, including during class registration and upon enrollment, starting by one month before the voter registration deadline for the June 2018 election (May 21, 2018) and on an ongoing basis from that point forward.
2. We will **send all-campus emails and post social media messages reminding students and employees to register to vote** prior to the voter registration deadlines associated with major primary and general elections and, when doing so, will provide a link to register to vote online and helpful information about voter registration, starting with the voter registration deadline for the June 2018 election and on an ongoing basis from that point forward.
3. We will **send all-campus emails and post social media messages before and on all Election Days to remind students and employees to vote**, to inform them of voting times and locations as appropriate, and to provide any other information that facilitates or maximizes their interest in voting, starting with the June 2018 election and on an ongoing basis from that point forward.

POLICIES AND PROCEDURES

1. We will **adopt, modify, and/or maintain policies that maximize the effectiveness of nonpartisan voter registration, voter education, and get-out-the-vote efforts** by student organizations. These policies will allow access to high traffic locations by student organizations to set up tables and/or clip-boarding events to actively reach out to the student body.
2. We, if we have not already, will **agree to participate in the National Study of Learning, Voting and Engagement**, so we can track our progress in bringing larger percentages of our student body into our democracy.
3. Within one month after each statewide general election, we will **send the Secretary of State's office a one-page report** describing our efforts to meet the five objectives described above.

For Secretary of State Alex Padilla

As the chief elections official for the State of California, I recognize the important role leaders can play in facilitating youth voter engagement. Accordingly, my office and I are committed to the following actions to help students become knowledgeable, responsible, and engaged voters:

OUTREACH

1. We will work directly with [INSERT DISTRICT/CAMPUS NAME] to, schedule permitting, host voter engagement events on a campus in the District at which Secretary of State Alex Padilla will personally be present.
2. We will promote [INSERT DISTRICT/CAMPUS NAME]'s activities and efforts through our office's communications and media team.
3. We will work to promote and support [INSERT DISTRICT/CAMPUS NAME]'s activities using other political and community leaders, when and where appropriate.
4. We will actively court and encourage other California Community College leaders to join this effort and become signatories to similar commitments.

TECHNOLOGY

1. We will direct the appropriate members of our staff to work with the District/Campus to help integrate online voter registration opportunities into high-traffic campus websites.

POLICIES AND PROCEDURES

1. We will provide and guide conversations on sample policies that can be adopted by your District/Campus to maximize the effectiveness of student organizations seeking to lead nonpartisan voter registration, voter education, and get-out-the-vote efforts.

For Lieutenant Governor Gavin Newsom

I am committed to supporting this effort to ensure that the voices of students are represented in our democracy. My office and I make the following commitments:

OUTREACH

1. We will promote [INSERT DISTRICT/CAMPUS NAME]'s activities and efforts through our office's communications and media team.
2. We will work to promote and support [INSERT DISTRICT/CAMPUS NAME]'s activities using other political and community leaders, when and where appropriate.
3. We will actively court and encourage other California Community College leaders to join this effort and become signatories to similar commitments.

The signatories recognize the vital role we all play in supporting youth civic engagement. By supporting nonpartisan voter registration, voter education, and voter turnout efforts on campuses, we will better serve the students of this state and help build a vibrant civil society in California, in America, and around the world.

In recognition of this mutual commitment, we do hereby enter into this Memorandum of Understanding and commit our organizations to taking these essential steps to increase youth civic engagement.

Signed,
Alex Padilla
Secretary of State of California
Date: _____

Gavin Newsom
Lieutenant Governor of California
Date: _____

INSERT NAME
President/Chancellor of _____
Date: _____

INSERT NAME(S)
Student Body President(s) of _____
Date: _____

DRAFT

PALOMAR COLLEGE CURRICULUM

SUBJECT:

Governing Board approval of curriculum changes effective Spring 2018 and Fall 2018

SUMMARY:

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

New course and program proposals, as well as substantial and non-substantial changes, recommended by the Curriculum Committee and the Faculty Senate to be included in the Palomar College Curriculum Inventory effective Fall 2018 are outlined in the attached "CURRICULUM ACTION ITEMS" documents dated: November 1 and November 15, 2017. Courses adding distance education and other non-substantial changes effective Spring 2018 may also be found in these documents.

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

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

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

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

DETAILS:

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

Palomar College
Curriculum Committee Actions
Wednesday, November 1, 2017

- I. **ACTION – SECOND READING** – The following curriculum changes, pending appropriate approvals, will be effective **Spring 2018**:

A. **Courses Reviewed/Added Distance Education**

1. Course Number and Title: HIST 130 Women in United States History
Discipline: History (HIST)
Associate Degree General Education – D: Social and Behavioral Sciences
CSU GE Area D: Social Sciences – D4: Gender Studies; D6: History
IGETC Area 4: Social and Behavioral Sciences – 4D Gender Studies; 4F: History
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Online, Television, Computer Assisted
Updated suggested reading, outside assignments, critical thinking and methods of assessment, added online, television and computer assisted.
Catherine Gwin

2. **Distance Learning**

The following courses may be offered as distance learning and meet Title 5 Regulations 55200-55210, effective **Spring 2018**.

<u>Catalog/Subject Number</u>	<u>Learning Offerings</u>
HIST 130	Online, television, computer assisted

- II. **ACTION – SECOND READING** – The following curriculum changes, pending appropriate approvals, will be effective **Fall 2018**:

A. **New Credit Programs**

1. Program Title: Drone Technology
Discipline: Graphic Communications - Imaging and Publishing (GCIP)
Award Type: A.S. Degree Major/Cert. Achievement 18 units/more
Total Units: 21.00 - 31.00
Justification: To help students gain employment as UAS operators or UAS technicians in fields that deploy UAS.
Mark J. Bealo
2. Program Title: Film, Television, and Electronic Media
Discipline: Cinema (CINE)
Award Type: AS-T Transfer Major (18 units or more)
Total Units: 18.00 - 21.00
Justification: Transfer degree to facilitate transfer to CSUs and comply with ADT requirements.
Candace Rose
3. Program Title: History
Discipline: History (HIST)
Award Type: AA-T Transfer Major (18 units or more)
Total Units: 18.00
Program Justification: To prepare students for transfer into a History program at a CSU. This program fulfills the state requirements for the History Associate Degree for Transfer.
Travis Ritt

B. **New Credit Courses**

1. Course Number and Title: GEOG 158 / GCIP 158 / GEOL 158 Small Unmanned Aircraft Systems Procedures and Regulations (*MNHCS*)

Short Title: sUAS Remote Pilot Regulations

Discipline: Geography (GEOG)/Graphic Communications-Imaging and Publishing (GCIP)/Geology (GEOL)

Course Included in the following programs:

- a. Drone Technology, A.S. Degree Major/Cert. Achievement 18 units/more
- b. Unmanned Aircraft System (UAS), Certificate of Achievement

Transfer Acceptability: CSU

Distance Learning Offering(s): Online

Justification: This is a required course for the proposed Drone Technology CA/AS program. I have already received permission to cross list this course with GEOL (Sean Figg) and GCIP (Mark Bealo).

Wing H. Cheung

C. Credit Course Changes

1. Course Number and Title: RS 101 World Religions

Discipline: Religious Studies (RS)

Associate Degree General Education - C: Humanities

Associate Degree Multicultural Requirement - Yes

CSU GE Area C: Arts and Humanities - C2: Humanities

IGETC Area 3: Arts and Humanities - 3B: Humanities

Transfer Acceptability: UC, CSU

Distance Learning Offering(s): Online

Updated objectives, content, textbooks, suggested reading, outside assignments, critical thinking and required writing, added approval for Multicultural Requirement.

Craig A. Forney

D. Credit Course Reactivations

1. Course Number and Title: RS 103 Religion and American Political Institutions

Short Title: Rel and Amer Pol Institutions

Discipline: Religious Studies (RS)

Associate Degree General Education - D: Social and Behavioral Sciences

American History & Institutions - Sequence - RS 102

American History & Institutions - Combination - RS 102

CSU GE Area D: Social Sciences - D6: History

IGETC Area 4: Social and Behavioral Sciences - 4F: History

Transfer Acceptability: UC, CSU

Distance Learning Offering(s): Online

Justification: Reactivation of the course to pair with RS 102 and meet the U.S. History, Institutions, and Ideals Requirement. Also, the course topic is of growing importance.

Craig A. Forney

E. Credit Course Deactivations

1. Course Number and Title: DR 18 Phonics for Students with Disabilities

Short Title: Phonics for Students

Discipline: Disability Resource (DR)

Reason for Deactivation: Course is no longer taught.

Sherry Goldsmith

2. Course Number and Title: DR 26 Composition Skills and Strategies for the Intermediate Writer (COUN)

Short Title: Skills/Strategy/Interm Writer

Discipline: Disability Resource (DR)

Recommended Prep: ENG 10, or eligibility for ENG 50

Reason for Deactivation: This course is no longer offered. Students are encouraged to seek support in the English Writing Center, Tutoring and the TLC.

Sherry Goldsmith

3. Course Number and Title: SPAN 102A Spanish IIA
Discipline: Spanish (SPAN)
Prerequisites: SPAN 101, or SPAN 101B, or two years of high school Spanish
Associate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C2: Humanities
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Computer Assisted, Video Two Way, Video One Way, Telecourse, Online
Reason for Deactivation: The department no longer offers the split course Span 102A and 102B. The department will offer Span 102.
Kathleen M. Sheahan
4. Course Number and Title: SPAN 102B Spanish IIB
Discipline: Spanish (SPAN)
Prerequisites: SPAN 102A, or two years of high school Spanish
Associate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C2: Humanities
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Computer Assisted, Video Two Way, Video One Way, Telecourse, Online
Reason for Deactivation: The department no longer offers the split course Span 102A and 102B. The department will offer Span 102.
Kathleen M. Sheahan
5. Course Number and Title: SPAN 201A Spanish IIIA
Discipline: Spanish (SPAN)
Prerequisites: SPAN 102, or SPAN 102B, or three years of high school Spanish
Associate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C2: Humanities
IGETC Area 3: Arts and Humanities - 3B: Humanities
IGETC Area 6: Language other than English (101 level only) - 6A: Language other than English
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Computer Assisted, Video Two Way, Video One Way, Telecourse, Online
Reason for Deactivation: The department no longer offers the split course Span 201A and 201B. The department will offer Span 201.
Kathleen M. Sheahan
6. Course Number and Title: SPAN 201B Spanish IIIB
Discipline: Spanish (SPAN)
Prerequisites: SPAN 201A
Associate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C2: Humanities
IGETC Area 3: Arts and Humanities - 3B: Humanities
IGETC Area 6: Language other than English (101 level only) - 6A: Language other than English
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Computer Assisted, Video Two Way, Video One Way, Telecourse, Online
Reason for Deactivation: The department no longer offers the split course Span 201A and 201B. The department will offer Span 201.
Kathleen M. Sheahan

F. **New Noncredit Courses**

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

G. **Distance Learning**

The following courses may be offered as distance learning and meet Title 5 Regulations 55200-55210, effective Fall 2018.

<u>Catalog/Subject Number</u>	<u>Learning Offerings</u>
GEOG/GCIP/GEOL 158	<u>Online</u>
GC 115	Video Two Way, Online
RS 101	Online, television
RS 103	<u>Online</u> _____

III. **INFORMATION**

A. **Course Outline Reviews**

The following courses have completed the course outline review process between October 14, 2017 and October 27, 2017 and are effective Fall 2017.

PSYC	197	Special Topics in Contemporary Psychology
PSYC	296	Special Problems in Psychology

Palomar College
Curriculum Committee Actions
Wednesday, November 15, 2017

- I. **ACTION – SECOND READING** – The following curriculum changes, pending appropriate approvals, will be effective **Fall 2018:**

A. **Credit Course/Program Package**

Package Title: Updating Architecture Classes (*CTEE*)

Discipline: Architecture (ARCH)

Description: Updating Architecture Classes

Justification: Various updates, reviews and deactivations of Architecture courses and programs.

Anita Talone

1. **Architecture Program Changes**

- a. Program Title: Architectural Drafting (*CTEE*)

Discipline: Architecture (ARCH)

Award Type: A.S. Degree Major/Cert. Achievement 18 units/more

Total Units: 24

Removed ARCH 144, updated total units.

Anita Talone

2. **Architecture Program Deactivations**

- a. Program Title: Eco-Building Professional (*CTEE*)

Discipline: Architecture (ARCH)

Award Type: Certificate of Achievement

Total Units: 17

Justification: This certificate did not provide enough training for students to be employable.

Anita Talone

3. **New Credit Architecture Courses**

- a. Course Number and Title: ARCH 197 Architecture Topics (*CTEE*)

Discipline: Architecture (ARCH)

Transfer Acceptability: CSU

Justification: Special Architectural Topics arise that are not currently in our curriculum.

Anita Talone

- b. Course Number and Title: ARCH 217 Design Studio IIA (*CTEE*)

Discipline: Architecture (ARCH)

Prerequisites: ARCH 216

Transfer Acceptability: CSU

Justification: Advanced study of architectural topics to further explore the built world through design.

Anita Talone

- c. Course Number and Title: ARCH 218 Design Studio IIB (*CTEE*)

Discipline: Architecture (ARCH)

Prerequisites: ARCH 217

Transfer Acceptability: CSU

Justification: Conclusion and demonstration of architectural topics demonstrating the student's ability to design.

Anita Talone

4. **Credit Course Architecture Changes**

- a. Course Number and Title: ARCH 105 Basic Architectural Drafting (CTEE)
Discipline: Architecture (ARCH)
Transfer Acceptability: CSU
Updated description, methods of instruction, content outline, outside assignments, critical thinking and methods of instruction.
Anita Talone
- b. Course Number and Title: ARCH 120 Architectural History (CTEE)
Discipline: Architecture (ARCH)
Associate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C1: Arts
IGETC Area 3: Arts and Humanities - 3A: Arts
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Computer Assisted, Online
Updated description, objectives, methods of instruction and textbooks.
Anita Talone
- c. Course Number and Title: ARCH 121 Multicultural Architectural History (CTEE)
Short Title: Multicultural Arch History
Discipline: Architecture (ARCH)
Associate Degree Multicultural Requirement - Yes
CSU GE Area C: Arts and Humanities - C1: Arts
IGETC Area 3: Arts and Humanities - 3A: Arts
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Online
Updated description, objectives and textbooks.
Anita Talone
- d. Course Number and Title: ARCH 122 History of Architectural Theory (CTEE)
Short Title: Architectural Theory
Discipline: Architecture (ARCH)
Course Included in the following programs:
 - i. Architecture, A.S. Degree Major/Cert. of Achievement
 - ii. Gen Studies-Arts and Humanities, A.S. Degree MajorAssociate Degree General Education - C: Humanities
CSU GE Area C: Arts and Humanities - C1: Arts
Transfer Acceptability: CSU
Changed course number and title from 155 to 122, methods of instruction and methods of assessment.
Anita Talone
- e. Course Number and Title: ARCH 135 Architectural Materials and Methods of Construction (CTEE)
Short Title: Arch Materials/Methods Constr
Discipline: Architecture (ARCH)
Course Included in the following programs:
 - i. Architectural Drafting, A.S. Degree Major/Cert. of Achievement
 - ii. Architecture, A.S. Degree Major/Cert. of Achievement
 - iii. Eco-Building Professional, Cert. of AchievementTransfer Acceptability: CSU
Decreased units from 4 to 3, lecture hours from 3 to 1.5, increased lab hours from 3 to 4.5, updated description, objectives and methods of instruction.
Anita Talone

- f. Course Number and Title: ARCH 145 Designing for Communication and Presentation (CTEE)
Short Title: Communication and Presentation
Discipline: Architecture (ARCH)
Recommended Prep: ARCH 150 / ID 150
Course Included in the following programs:
 i. Architectural Drafting, A.S. Degree Major/Cert. of Achievement
 ii. Architecture, A.S. Degree Major/Cert. of Achievement
Transfer Acceptability: UC, CSU
Grading Basis: Grade Only
Updated title, decreased units from 4 to 3, lecture hours from 3 to 1.5, increased lab hours from 3 to 4.5, updated description, objectives, outline and textbook.
Anita Talone
- g. Course Number and Title: ARCH 160 Environmental Architecture and Design (CTEE)
Short Title: Environmental Arch/Design
Discipline: Architecture (ARCH)
Course Included in the following programs:
 i. Architectural Drafting, A.S. Degree Major/Cert. of Achievement
 ii. Eco-Building Professional, Cert. of Achievement
Transfer Acceptability: UC, CSU
Grading Basis: Grade Only
Decreased units from 4 to 3, lecture hours from 3 to 1.5, increased lab hours from 3 to 4.5, updated description, objectives and textbooks.
Anita Talone
- h. Course Number and Title: ARCH 196 Special Problems in Architecture (CTEE)
Short Title: Problems/Architecture
Discipline: Architecture (ARCH)
Transfer Acceptability: CSU
Grading Basis: Grade Only
Changed lab hours from 1.5 or 4.5 to 3, 6 or 9 hours, removed lecture hours.
Anita Talone
- i. Course Number and Title: ARCH 200 Advanced Computer Aided Drafting (CTEE)
Short Title: Adv Computer Aided Drafting
Discipline: Architecture (ARCH)
Recommended Prep: ARCH 150 / ID 150
Course Included in the following programs:
 i. Architectural Drafting, A.S. Degree Major/Cert. of Achievement
 ii. Computer Assisted Drafting, A.S. Degree Major/Cert. of Achievement
Transfer Acceptability: CSU
Changed title, deleted ARCH 105, ARCH/ID 150, DT/ENGR 101 prerequisites, added ARCH/ID 150 recommended preparation, updated description, objectives, methods of instruction, content, textbook and methods of assessment.
Anita Talone
- j. Course Number and Title: ARCH 202 Introduction to Revit Architecture (CTEE)
Short Title: Intro to Revit Architecture
Discipline: Architecture (ARCH)
Transfer Acceptability: CSU
Updated description, objectives, content, textbooks and methods of assessment.
Anita Talone

- k. Course Number and Title: ARCH 204 Advanced Revit (*CTEE*)
Discipline: Architecture (ARCH)
Prerequisites: ARCH 202
Transfer Acceptability: CSU
Updated description, objectives, content, suggested reading, critical thinking and methods of assessment.
Anita Talone
- l. Course Number and Title: ARCH 215 Design Studio IA (*CTEE*)
Discipline: Architecture (ARCH)
Prerequisites: and ARCH 145
Course Included in the following programs:
i. Architecture, A.S. Degree Major/Cert. of Achievement
ii. Univ. Studies: Fine and Performing Arts, A.A. Degree Major
Transfer Acceptability: UC, CSU
Updated title, added ARCH 145 as prerequisite, removed ARCH 144 and ARCH 145 recommended prep, updated description, objectives, methods of instruction, outside assignments, critical thinking and methods of assessment.
Anita Talone
- m. Course Number and Title: ARCH 216 Design Studio IB (*CTEE*)
Discipline: Architecture (ARCH)
Prerequisites: ARCH 145, and ARCH 215
Course Included in the following programs:
i. Architecture, A.S. Degree Major/Cert. of Achievement
ii. Eco-Building Professional, Cert. of Achievement
iii. Univ. Studies: Fine and Performing Arts, A.A. Degree Major
Transfer Acceptability: UC, CSU
Updated title, added ARCH 145 and ARCH 215 as prerequisites, removed ARCH 145 and ARCH 215 as recommended preparation, updated description, objectives, methods of instruction, outside assignments and methods of assessment.
Anita Talone
- n. Course Number and Title: ID 150 / ARCH 150 Beginning Computer Aided Drafting (*CTEE*)
Short Title: Beginning CAD
Discipline: Interior Design (ID) / Architecture (ARCH)
Course Included in the following programs:
i. Architectural Drafting, A.S. Degree Major/Cert. of Achievement
ii. Univ. Studies: Fine and Performing Arts, A.A. Degree Major
Transfer Acceptability: CSU
Updated title, description, objectives, textbooks, outside assignments, required writing.
Anita Talone

B. New Credit Programs

1. Program Title: Air Conditioning/Heating/Refrigeration (*CTEE*)
Discipline: Air Conditioning/Heating/Refrigeration (ACR)
Award Type: A.S. Degree Major
Total Units: 27 – 28
Justification: This was a very successful ROP program that was deactivated. The state has identified this as one of the areas that needs employees and brings high wages for trained personnel.
Dennis Lutz
2. Program Title: Air Conditioning, Heating and Refrigeration Entry Employment Ready (*CTEE*)
Discipline: Air Conditioning/Heating/Refrigeration (ACR)

Award Type: Certificate of Proficiency

Total Units: 10

Justification: This was a very successful ROP program that was deactivated. The state has identified this as one of the areas that needs employees and brings high wages for trained personnel.

Dennis C. Lutz

3. Program Title: German (LL)

Discipline: German (GERM)

Award Type: A.A. Degree Major or Certificate of Achievement

Total Units: 23

Justification: The college does not currently have an AA degree or certificate in German. This will be our first degree/certificate program in German.

Beatrice Manneh

4. Program Title: International Business (AMBA)

Discipline: International Business (IBUS)

Award Type: Certificate of Achievement

Total Units: 17

Justification: This 12-17 unit Certificate of Achievement is a non-transfer path, it is transcriptable, prepares students for industry certifications, and is a pathway to the A.S. in General Business and/or A.S. in International Business.

Jackie Martin

5. Program Title: Italian (LL)

Discipline: Italian (ITAL)

Award Type: A.A. Degree Major or Certificate of Achievement

Total Units: 23

Justification: The college does not currently have a AA degree in Italian. This will be our first degree/certificate program in Italian.

Scott Nelson

6. Program Title: Small Business Entrepreneurship (AMBA)

Discipline: Business Education (BUS)

Award Type: Certificate of Achievement

Total Units: 18

Provide students with skills and mentor-ship with their own new business in the Gig Economy and leads to the A.S. in General Business.

Jackie Martin

7. Program Title: Theatre Arts (AMBA)

Discipline: Theatre Arts (TA)

Award Type: A.A. Degree Major or Certificate of Achievement

Total Units: 24.00 - 25.00

Justification: This new, compact yet comprehensive, program will replace all other Theatre Arts programs and certificates, excepting the Theatre AAT-Transfer Degree. At only 25 units, students will have a clear pathway towards graduation, while retaining the freedom to gain some extra experience in either acting or technical theatre, after completing the program's common core classes.

Chris Sinnott

C. **Credit Program Changes**

1. Program Title: Business Administration (AMBA)

Discipline: Business Education (BUS)

Award Type: AS-T Transfer Major (18 units or more)

Total Units: 27

Added PSYC/SOC 205 to list A, CSIT 105 to list B, removed BUS 204 from list B.

Jackie Martin

D. Credit Course Changes

1. Course Number and Title: CHDV 201 Practicum in Early Childhood Education (*SBS*)
Short Title: Practicum in ECE
Discipline: Child Development (CHDV)
Prerequisites: CHDV 105, and CHDV 115; For students seeking a supervised field experience course for Master Teacher or Site Supervisor permit issued by the State of California Commission on Teacher Credentialing under option 2, a Bachelor's degree in any field., and CHDV 100, CHDV 115, plus 6 additional units of CHDV course work.
Co-requisites: 105A, or CHDV 105B, or CHDV 105C,
Prerequisite/Concurrent Enrollment: CHDV 185
Transfer Acceptability: CSU
Added CHDV 105 and CHDV 115 as prerequisites, added CHDV 105A or CHDV 105B or CHDV 105C corequisite options, removed completion of or concurrent enrollment in CHDV 115, minor updates to description, added 2 textbooks.
Diane C. Studinka
2. Course Number and Title: DNCE 105 Introduction to Dance History (*AMBA*)
Discipline: Dance (DNCE)
Associate Degree General Education - C: Humanities
Associate Degree Multicultural Requirement - Yes
CSU GE Area C: Arts and Humanities - C1: Arts
IGETC Area 3: Arts and Humanities - 3A: Arts
Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Online
Updated outline, textbooks, suggested reading and outside assignments, added online.
Margaret M. Faulkner
3. Course Number and Title: DNCE 148 Drum and Dance Ensemble I (*AMBA*)
Discipline: Dance (DNCE)
Course Included in the following programs:
 - i. Dance: General Dance, A.A. Degree Major/Cert. of Achieve.
 - ii. Dance: World Dance, A.A. Degree Major/Cert. of Achieve.Transfer Acceptability: UC, CSU
Deleted 2 unit value, added 0.5 unit option (now 0.5, 1, 1.5), removed lecture hours, deleted 4.5 lab hours (now 1.5, 3, 4.5), updated textbooks and outside assignments.
Patriceann Mead
4. Course Number and Title: DNCE 149 Afro-Cuban/Brazilian Dance I (*AMBA*)
Discipline: Dance (DNCE)
Course Included in the following programs:
 - i. Basic Dance, Cert. of Achieve.
 - ii. Dance: General Dance, A.A. Degree Major/Cert. of Achieve.
 - iii. Dance: World Dance, A.A. Degree Major/Cert. of Achieve.
 - iv. Univ. Studies: Fine and Performing Arts, A.A. Degree MajorTransfer Acceptability: UC, CSU
Deleted 2 unit value, added 0.5 unit option (now 0.5, 1, 1.5), removed lecture hours, deleted 4.5 lab hours (now 1.5, 3, 4.5), updated catalog description, objectives, methods of instruction, outline and textbooks.
Patriceann J. Mead

5. Course Number and Title: DNCE 150 Afro-Cuban/Brazilian Dance II (AMBA)
Discipline: Dance (DNCE)
Course Included in the following programs:
i. Basic Dance, Cert. of Achieve.
ii. Dance: General Dance, A.A. Degree Major/Cert. of Achieve.
iii. Dance: World Dance, A.A. Degree Major/Cert. of Achieve.
Transfer Acceptability: UC, CSU
Deleted 2 unit value, added 0.5 unit option (now 0.5, 1, 1.5), removed lecture hours, deleted 4.5 lab hours (now 1.5, 3, 4.5), updated description, objectives, methods of instruction, outline, textbooks and outside assignments.
Patriceann J. Mead
6. Course Number and Title: DNCE 173 / MUS 173 / TA 173 Musical Theatre Scenes I (AMBA)
Discipline: Dance (DNCE) / Music (MUS)/Theatre Arts (TA)
Course Included in the following programs:
i. Dance: General Dance, A.A. Degree Major/Cert. of Achieve.
Transfer Acceptability: CSU
Updated title (added I), methods of instruction, textbooks, required reading and critical thinking.
Margaret M. Faulkner
7. Course Number and Title: DNCE 190 World Dance Production I (AMBA)
Discipline: Dance (DNCE)
Course Included in the following programs:
i. Basic Dance, Cert. of Achieve.
ii. Dance: Euro-Western, A.A. Degree Major/Cert. of Achieve.
iii. Dance: General Dance, A.A. Degree Major/Cert. of Achieve.
iv. Dance: World Dance, A.A. Degree Major/Cert. of Achieve.
Transfer Acceptability: UC, CSU
Deleted 2 unit value, added 0.5 unit option (now 0.5, 1, 1.5), removed lecture hours, deleted 4.5 lab hours (now 1.5, 3, 4.5), updated description, outline and textbooks.
Patriceann J. Mead
8. Course Number and Title: DNCE 248 Drum and Dance Ensemble II (AMBA)
Discipline: Dance (DNCE)
Course Included in the following programs:
i. Dance: General Dance, A.A. Degree Major/Cert. of Achieve.
ii. Dance: World Dance, A.A. Degree Major/Cert. of Achieve.
Transfer Acceptability: UC, CSU
Deleted 2 unit value, added 0.5 unit option (now 0.5, 1, 1.5), removed lecture hours, deleted 4.5 lab hours (now 1.5, 3, 4.5), updated textbooks, required reading, outside assignments, critical thinking and required writing.
Patriceann J. Mead
9. Course Number and Title: DNCE 249 Afro-Cuban/Brazilian Dance III (AMBA)
Discipline: Dance (DNCE)
Course Included in the following programs:
i. Dance: General Dance, A.A. Degree Major/Cert. of Achieve.
ii. Dance: World Dance, A.A. Degree Major/Cert. of Achieve.
Transfer Acceptability: UC, CSU
Deleted 2 unit value, added 0.5 unit option (now 0.5, 1, 1.5), removed lecture hours, deleted 4.5 lab hours (now 1.5, 3, 4.5), updated description, objectives, methods of instruction, textbooks and methods of assessment.
Patriceann J. Mead

10. Course Number and Title: DNCE 250 Afro-Cuban/Brazilian Dance IV (AMBA)
Discipline: Dance (DNCE)
Course Included in the following programs:
i. Dance: General Dance, A.A. Degree Major/Cert. of Achieve.
ii. Dance: World Dance, A.A. Degree Major/Cert. of Achieve.
Transfer Acceptability: UC, CSU
Deleted 2 unit value, added 0.5 unit option (now 0.5, 1, 1.5), removed lecture hours, deleted 4.5 lab hours (now 1.5, 3, 4.5), updated description, objectives, methods of instruction, outline, methods of instruction and textbooks.
Patriceann J. Mead
11. Course Number and Title: DNCE 290 World Dance Production II (AMBA)
Discipline: Dance (DNCE)
Course Included in the following programs:
i. Dance: General Dance, A.A. Degree Major/Cert. of Achieve.
ii. Dance: World Dance, A.A. Degree Major/Cert. of Achieve.
Transfer Acceptability: UC, CSU
Updated unit value 0.5, 1, 1.5, deleted 4.5 lab hours (now 1.5, 3, 4.5), updated textbooks, outside assignments.
Patriceann J. Mead
12. Course Number and Title: GEOG 140 Introduction to Remote Sensing and Drone Data Processing (MNHCS)
Short Title: Introduction to Remote Sensing
Discipline: Geography (GEOG)
Course Included in the following programs:
i. Drone Technology, A.S. Degree Major/Cert. of Achieve.
ii. Advanced Geographic Information Systems, A.S. Degree Major/Cert. of Achieve.
iii. Unmanned Aircraft System (UAS), Cert. of Achieve.
iv. Unmanned Aircraft Systems Technician, Cert. of Proficiency
Transfer Acceptability: CSU
Updated title, updated unit value from 1 to 3, description, objectives, methods of instruction, content, textbook, required reading, outside assignments, critical thinking required writing.
Wing H. Cheung
13. Course Number and Title: MUS 105 Music Theory I (AMBA)
Discipline: Music (MUS)
Prerequisites: MUS 103, or Demonstrated ability to read music acquired through prior study (i.e. private lessons or AP Music Theory)
CSU GE Area C: Arts and Humanities - C1: Arts
IGETC Area 3: Arts and Humanities - 3A: Arts
Transfer Acceptability: UC, CSU
Removed, "Demonstrated ability to read music acquired through prior study (i.e. private lessons or AP Music Theory)" recommended preparation and added the same as prerequisite option.
Ellen Weller

E. Credit Course Reactivations

1. Course Number and Title: ACR 105 Refrigerant Management and Recovery (CTEE)
Short Title: Refrigerant Management and Rec
Discipline: Air Conditioning/Heating/Refrigeration (ACR)
Course Included in the following programs:
i. Air Conditioning, Heating and Refrigeration Entry Employment Ready, Cert. of Proficiency

- ii. Air Conditioning/Heating/Refrigeration, A.S. Degree Major
- iii. Air Conditioning/Heating/Refrigeration, Certificate of Achievement

Transfer Acceptability: CSU

Grading Basis: Grade Only

Justification: Reactivating course to bring back Air Conditioning, Heating and Refrigeration, updated number.

Dennis C. Lutz

F. Credit Course Deactivations

1. Course Number and Title: ESL 35 Intermediate ESL II (LL)
Discipline: English as a Second Language (ESL)
Prerequisites: ESL 34, or eligibility determined through the English as a Second Language placement process
Justification: Course no longer being used by ESL.
Gary Sosa
2. Course Number and Title: ESL 36 Intermediate ESL III (LL)
Discipline: English as a Second Language (ESL)
Prerequisites: ESL 35, or eligibility determined through the English as a Second Language placement process
Justification: Course no longer being used by ESL.
Gary Sosa
3. Course Number and Title: READ 10 Spelling (LL)
Discipline: Reading (READ)
Distance Learning Offering(s): Computer Assisted
Justification: This course has not been offered by the department in several years and will not be offered again.
Melinda D. Carrillo
4. Course Number and Title: READ 11 Spelling II (LL)
Discipline: Reading (READ)
Justification: This course will not be offered by Reading Services in the future.
Melinda D. Carrillo
5. Course Number and Title: READ 48 Basic Reading Skills (LL)
Discipline: Reading (READ)
Distance Learning Offering(s): Computer Assisted
Justification: Course will not be offered in the Reading Services Department in the future.
Melinda D. Carrillo

G. New Noncredit Courses

1. Course Number and Title: N GEOG 900 Introduction to Drone Safety and Applications (MNHCS)
Discipline: Noncredit Geography (N GEOG)
Distance Learning Offering(s): Computer Assisted, Video One Way, Online
Justification: This course will provide remote drone pilots with the foundational knowledge needed to fly safely and responsibly. Also covers emerging drone applications and job opportunities for pilots.
Wing H. Cheung

H. Noncredit Course Deactivations

1. Course Number and Title: N ESL 305 Intermediate ESL II (LL)
Discipline: English as a Second Language (N ESL)
Grading Basis: No Grade

Justification: The department has not offered this course for at least four years, and does not expect to offer it in the near future.

Gary Sosa

2. Course Number and Title: N ESL 306 Intermediate ESL III (LL)

Discipline: English as a Second Language (N ESL)

Grading Basis: No Grade

Justification: The department has not offered this course for at least four years, and does not expect to offer it in the near future.

Gary Sosa

I. Distance Learning

The following courses may be offered as distance learning and meet Title 5 Regulations 55200-55210, effective **Fall 2018**.

<u>Catalog/Subject Number</u>	<u>Learning Offerings</u>
N GEOG 900	<u>Computer Assisted, Video One Way, Online</u>
ARCH 120	Computer Assisted, Online
ARCH 121	Online
DNCE 105	Online
N GEOG 900	<u>Computer Assisted, Video One Way, Online</u>

J. Requisites and Advisories

The establishment of the following advisories meets Title 5 Regulations 55003, effective **Fall 2018**.

<u>Catalog Number</u>	<u>Type</u>	<u>Description</u>	<u>Proposal Type</u>
ACR 112	Prerequisite	<u>ACR 102</u>	New
	Recomm. Prep.	<u>ACR 101</u>	
ARCH 217	Prerequisite	<u>ARCH 216</u>	New
ARCH 218	Prerequisite	<u>ARCH 217</u>	New
ARCH 145	Recomm. Prep.	ARCH/ID 150	Change
ARCH 200	Prerequisites	<u>ARCH 105, ARCH/ID 150, DT/ENGR 101</u>	Change
	Recomm. Prep.	<u>ARCH/ID 150</u>	
ARCH 204	Prerequisite	ARCH 202	Change
ARCH 215	Prerequisite	<u>ARCH 145,</u>	Change
	Recomm.. Prep.	<u>ARCH 144 and ARCH 145</u>	
ARCH 216	Prerequisite	<u>ARCH 145 and ARCH 215</u>	Change
	Recomm. Prep.	<u>ARCH 145, ARCH 215</u>	
CHDV 201	Prerequisites	<u>CHDV 105, and CHDV 115</u> ; For students seeking a supervised field experience course for Master Teacher or Site Supervisor permit issued by the State of California Commission on Teacher Credentialing under option 2, a Bachelor's degree in any field., and CHDV 100, CHDV 115, plus 6 additional units of CHDV course work.	Change
	Corequisites	<u>105A, or CHDV 105B, or CHDV 105C</u>	
	Prereq/Concurr.	<u>115, CHDV 185</u>	
MUS 105	Prerequisite	MUS 103, <u>or Demonstrated ability to read music acquired through prior study (i.e. private lessons or AP Music Theory)</u>	Change
	Recomm. Prep.	<u>Demonstrated ability to read music acquired through prior study (i.e. private lessons</u>	

- II. **ACTION – TECHNICAL CORRECTION**– The following curriculum changes, pending appropriate approvals, will be effective **Fall Spring 2018**:

A. Course Number and Title: BUS 129 Principles of Logistics (AMBA)

Discipline: Business Education (BUS)

Course Included in the following programs:

a. International Business, Certificate of Achievement

Transfer Acceptability: CSU

Distance Learning Offering(s): Online

Grading Basis: Grade Only

Justification: This new course is part of a pathway that will create a Certificate of Achievement that will lead to an A.S. in either International Business or the Business General degree.

Jackie Martin

Course was presented for first reading **October 4, 2017** and action **October 18, 2017** with a fall 2018 effective date. Course needs to be active **Spring 2018** to in order for department to utilize grant funding.

III. **Course Outline Reviews**

The following courses have completed the course outline review process between October 28, 2017 and November 9, 2017 and are effective Fall 2017.

PSYC	110	Developmental Psychology – Child Through Adult
PSYC	115	The Psychology of Personal Growth and Development

Palomar Community College District

TOPIC: Guided Pathways Assessment

OVERVIEW: California Community Colleges Guided Pathways is a multi-year state program designed to provide all California Community Colleges with the opportunity to implement Guided Pathways for the purpose of significantly improving student outcomes.

DISCUSSION/FINANCIAL IMPLICATIONS:

Enclosed is Palomar College's Guided Pathway's assessment. This assessment was put together by a diverse team of faculty, staff, and administration and reflects our opinion of how much we have already accomplished with this program.

RECOMMENDATION:

Approve the Guided Pathways Assessment in order to provide Palomar College with funding for the next five years to create and implement a Guided Pathways plan.

GUIDED PATHWAYS SELF-ASSESSMENT TOOL- Palomar College

		Scale of Adoption			
Key Element		Pre-Adoption	Early Adoption	In Progress	Full Scale
Inquiry	1. Cross-Functional Inquiry			X	
	2. Shared Metrics				X
	3. Integrated Planning		X		
Design	4. Inclusive Decision-Making Structures			X	
	5. Intersegmental Alignment		X		
	6. Guided Major and Career Exploration Opportunities	X			
	7. Improved Basic Skills			X	
	8. Clear Program Requirements		X		
Implementation	9. Proactive and Integrated Academic and Student Supports		X		
	10. Integrated Technology Infrastructure		X		
	11. Strategic Professional Development		X		
	12. Aligned Learning Outcomes		X		
	13. Assessing and Documenting Learning		X		
	14. Applied Learning Opportunities		X		
Overall Self-Assessment			X		

Self-Assessment Items

INQUIRY (1-3) Engage campus stakeholders in actionable research and with local data; create consensus about core issues and broad solutions.				
KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
1. CROSS-FUNCTIONAL INQUIRY College constituents (including staff, faculty across disciplines and counselors, administrators, and students) examine research and local data on student success and discuss overarching strategies to improve student success. College engages in broad, deep and inclusive discussion and inquiry about the Guided Pathways approach, framework and evidence.	○ College currently does not have or is not planning to form cross-functional teams to regularly examine research and data on student success.	○ Inquiry around Guided Pathways and/or student outcomes is happening in areas of the college (e.g., by department, division, learning community, special project, initiative), but it is in siloes. Some programs have examined local data, agreed that improvement is necessary, and are engaged in actionable research but action is limited to solutions within programs.	X Inquiry is happening in cross- functional teams that include faculty, staff and administrators. Student voice and/or research on student success and equity are not systematically included and/or focused on closing the equity gap(s). Guided pathways are consistently a topic of discussion.	○ Inquiry is happening in cross-functional teams that include faculty, staff and administrators. Student voice is brought in systematically through focus groups, interviews and representation of students in key meetings. Research on student success and equity are systematically included and focused on closing the equity gap(s). Guided Pathways are consistently a topic of discussion.

Please respond to the following items (500 word maximum per item)

1. Please briefly explain why you selected this rating.

We chose this rating because we have several instances of cross-functional teams discussing issues that relate to implementing Guided Pathways. We have a cross-functional team working on this document and assisting the college in establishing a shared definition of Guided Pathways, as well as developing an official structure to implement Guided Pathways. This team includes administrators and faculty representatives. However, neither the students, nor classified staff, have been involved in this process. In addition, there have been other instances of discussion of Guided Pathways at Palomar College. Members of the Student Success and Equity Council have played a key role in initial planning and dissemination of information. Guided pathways have been a topic of discussion on campus for some time in various other councils and committees.

2. Describe one or two accomplishments the college has achieved to date on this key element.

The Student Success and Equity Council created a subgroup to begin integrating concepts pertaining to Guided Pathways into the college culture. The group distributed David Jenkins' book *Redesigning American Community Colleges* to all council members who were also required to read the book and asked to participate in council discussions. This work was also extended into our Professional Development program where additional opportunities were made available for faculty to continue these discussions. We acquired an innovation grant in STEM, which involves a cross-functional team who have designed STEM pathways to transfer. This STEM model may potentially serve as an example for other disciplines. Finally, the institution has recently created a Strategic Enrollment Management team which will be emphasizing Guided Pathways.

3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.

Several challenges exist that could hinder progress on this key element. These include increasing the awareness and knowledge of Guided Pathways and gaining pervasive faculty buy-in. Additional barriers include having the time to do appropriate analyses and produce relevant summary reports. One method suggested was to create several retreats so that we all have time together to make this work happen, but scheduling will be a challenge. While we have had active faculty members (instructional, counseling, library) engaging in Guided Pathways work, it will also be a challenge to include a more comprehensive group of faculty representing diverse disciplines in the development of future steps. Finally, the different disconnected efforts related to Guided Pathways across campus need to be aligned (which will be challenging) so that the college is collectively moving forward.

4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?

We need to integrate Guided Pathways into our existing plans (e.g., BSI, Student Success and Equity, etc.), which will necessitate a Guided Pathways plan for the entire college that is lined up/ integrated with our strategic plan. We need to use this year to not only plant

seeds, but also to make sure administration, faculty, staff all have the same knowledge and use the same language when referring to Guided Pathways. Defining what was meant by “Guided Pathways” was one of our initial barriers.

INQUIRY (1-3)

Engage campus stakeholders in actionable research and with local data; create consensus about core issues and broad solutions.

KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
<p>2. SHARED METRICS</p> <p>College is using clearly identified benchmarks and student data to track progress on key activities and student academic and employment outcomes.</p> <p>Those benchmarks are shared across key initiatives.</p>	<p>○ College is currently not conducting or planning to conduct research on shared metrics that could be used by cross- functional teams to come to consensus on key issues.</p>	<p>○ Key benchmarks and progress on student data are used.</p> <p>They are beginning to be aligned across initiatives.</p>	<p>○ College has defined metrics that are shared across its different initiatives.</p> <p>But, student data are not systematically or regularly tracked to inform progress across initiatives.</p> <p>Data for all metrics are not disaggregated and are not systematically and consistently examined with a focus on promoting equitable outcomes for students.</p>	<p>X College uses shared metrics across the different initiatives to understand how student success has improved.</p> <p>College regularly revises and revisits college plans in response to those findings.</p> <p>Data for all metrics are disaggregated.</p> <p>Data for all metrics are disaggregated and systematically and consistently examined with a focus on promoting equitable outcomes for students.</p> <p>Campus stakeholders meet regularly to examine progress on benchmarks, discuss strategies for improvement, and revise plans as needed.</p>

Please respond to the following items (500 word maximum per item)

1. Please briefly explain why you selected this rating.

The Office of Institutional Research and Planning (IRP) and Information Services Department are responsible for reporting student performance data at all levels. IRP provides regular reports documenting outcomes, institutional effectiveness, and student performance. Such data includes student access metrics, course success rates, term-to-term persistence, and completion rates. Depending upon the research request, data is disaggregated along demographic and/or other variables of interest. The college uses shared metrics across different initiatives to understand how student success has improved through Student Success & Equity, the Planning Councils, etc. Program planning utilizes data, which are consistently examined with a focus on promoting equitable outcomes for students.

2. Describe one or two accomplishments the college has achieved to date on this key element.

The college utilizes several systems for this type of evaluation. Like all community colleges, we have scorecard data which is reviewed in various councils and avenues (including workshops for the Governing Board). Our planning councils in Instruction and Student Services require a thorough analysis of data (including Institutionally set data) and our Instructional Planning recommendations require disaggregation of at least two factors (e.g., demographics; full-time/part-time status; first time college student; class level such as basic skills, AA, Transfer) to address disproportionate impact and other areas of improvement. Our Career Technical Education program has new leadership and faculty, as well as, Institutional and State expectations in terms of goals for use of data and accountability through Strong Workforce and the Adult Education Block Grant.

3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.

The largest barrier has to do with integration and communication. Integrating benchmarks across relevant planning groups is a challenge given the different timelines and meetings of separate groups working on similarly themed initiatives. In addition, implementing action that requires an integration is also a challenge. For example, the vision of the Career Center may differ from the vision and planning of areas that have seeming overlap (AEBG, CTE, Service Learning), but have not always historically perceived their mission as similar, nor perhaps even seen the overlap. Additional challenges include helping faculty find, use, and understand the value of data in the planning and decision-making process.

4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?

We believe training needs to be developed to help our faculty, staff, and administrators understand our data and how to use it purposefully. Some are skeptical of data and do not embrace data-driven approaches to decision making, which presents another challenge.

INQUIRY (1-3)

Engage campus stakeholders in actionable research and with local data; create consensus about core issues and broad solutions.

KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
3. INTEGRATED PLANNING College-wide discussions are happening with all stakeholders and support/commitment has been expressed by key stakeholders to utilize the Guided Pathways framework as an overarching structure for the college's main planning and resource allocation processes, leveraging existing initiatives and programs such as (but not limited to): <ul style="list-style-type: none"> • Student Success and Support Program (SSSP) • Basic Skills Initiative/Basic Skills Student Outcomes and Transformation Program (BSI/BSSOT) 	○ College is currently not integrating or planning to integrate planning in the next few months.	X Initial conversations have taken place, mostly among stakeholder leadership including administrators, faculty, and staff. There is a commitment by constituency leaders to engage in institution-wide dialogue to improve student success and align different planning processes. College governance bodies are routinely and formally apprised of opportunities to engage in integrated planning.	○ Some conversations have taken place, with all of the key constituency groups at the table. Consensus is building on main issues. Exploration of broad solutions to align different planning processes is still in progress. College governance bodies are routinely and formally apprised of opportunities to engage in integrated planning, and with the help of internal partners (i.e. Classified Senate and Academic Senate) are beginning to routinely inform and engage their constituents around integrated planning.	○ College-wide conversations have taken place with all key constituency groups including: Instructional, counseling, and student support faculty and staff, administrators, and students. All stakeholders reach consensus or agree to move forward on main issues and have identified possible broad solutions. Research, evidence, student data and a Guided Pathways framework inform ongoing planning. Regular joint planning meetings revisit and revise existing plans and strategize about key overarching strategies across the main college initiatives.

<ul style="list-style-type: none"> • Equity Planning (Student Equity/SE) • Strong Workforce Program (SWF) 				<p>Integrated plans and overarching strategic goals drive program improvement, resource allocation, as well as professional development using a Guided Pathways framework.</p> <p>College governance structures are regularly used to discuss issues, vet solutions, and communicate efforts.</p>
---	--	--	--	---

Please respond to the following items (500 word maximum per item)

1. Please briefly explain why you selected this rating.

Palomar is still at a superficial state of discussions in term of the integration of Guided Pathways into 3SP, BSI, Equity, and Strong Workforce. Palomar faculty and staff are still learning about Guided Pathways and discovering the data and functionality of the paradigm. Additionally, there hasn't be a systematic examination of Labor Market Information/Transfer opportunities in regard to revamping/updating our programs. While Program Review and Planning processes are being revamped, Guided Pathways hasn't necessarily been a focus of the changes. Palomar College has elements of integrated planning within councils and committees (as stated), but not across them in a structured manner.

2. Describe one or two accomplishments the college has achieved to date on this key element.

As discussed, we have models for Guided Pathways in STEM and are having discussions of Guided Pathways (in Student Success and Equity and Professional Development and strategic enrollment management) but have yet to integrate the planning across relevant councils and committees.

3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.

Our current shared governance structure makes communication and workflow difficult. The time needed to overhaul that structure and develop new plans is also a challenge. Funding for tools that will help with integration is also a challenge, while we are currently in fiscal stability.

4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?

A complication includes not only integrated planning across constituency groups, but also across our overall initiatives such as the Palomar Promise, CCAP/Non-CCAP pathways, the launching of two new centers in the North and South of our district (Summer 2018), CTE/Strong Workforce, & AEBG. Not only do we want to establish pathways in all of these areas, but we also want to know what other areas of the college are doing which is a challenge altogether.

DESIGN (4-8)

Establishing and using an inclusive process to make decisions about and design the key elements of Guided Pathways.

KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
<p>4. INCLUSIVE DECISION-MAKING STRUCTURES</p> <p>College has identified key leaders that represent diverse campus constituents to steer college-wide communication, input and decisions regarding the Guided Pathways framework.</p> <p>Constituents have developed transparent cross-functional work-teams to provide the Guided Pathways effort with momentum and regularly provide opportunities for broad college-wide input.</p> <p>In addition, this plan strategically engages college governance bodies college-wide.</p>	<p>○ College currently has not organized or is planning to organize cross-functional teams or shared governance committees that will inform and guide the Guided Pathways effort.</p>	<p>X Workgroups or teams have been created, but they are <i>not</i> yet inclusive of some key campus constituents: instructional, counseling, and student support faculty and staff, and administrators. The college plans to expand the teams through engaging governance structures and hosting broad, inclusive discussions and forums.</p>	<p>X Cross-functional workgroups or teams (representing campus constituents) exist but there are no mechanisms yet identified for gathering and infusing college-wide input (including student voice) into the workgroup decision making policies and processes.</p>	<p>○ Cross-functional workgroups or teams who steer the Guided Pathways design process utilize explicit and agreed upon processes for gathering college-wide input (including student voice).</p> <p>Cross-functional teams are in communication and collaboration with college governance bodies.</p>

Please respond to the following items (500 word maximum per item)

1. Please briefly explain why you selected this rating.

Palomar is beginning to gain movement, not momentum, on making decisions regarding Guided Pathways. While we have had robust discussion through our faculty-led Professional Development program and our Student Success and Equity Council, Palomar has not implemented an integrated process for discussions/retreats/in-services focused on Guided Pathways. Additionally, Palomar has not identified resources to support such activities. Finally, we have not systematically analyzed our policies and procedures to determine whether we will have the policy support/hindrance for proposed changes. We need to create an interdisciplinary, cross-functional team with faculty champions who have demonstrated experience and knowledge in Guided Pathways as the core of this planning team.

2. Describe one or two accomplishments the college has achieved to date on this key element.

Through working with an Institutional Effectiveness Partnership Institute team, we have identified several factors contributing to these issues of integrated planning and are preparing a strategic enrollment management plan. The Student Success and Equity Council and Professional Development jumpstarted the discussions on Guided Pathways. Our STEM Guided Pathways team held retreats inviting various instructional faculty, counseling faculty, librarians, faculty resource coordinators, and the articulation officer to begin mapping their disciplines.

3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.

Finding the resources to support an intentional, somewhat uniform process to develop Guided Pathways is a primary barrier. Resources would include time together in cross-functional teams (requiring prioritization of initiatives), money to pay for that extra time, time for implementation and training in technology such as Starfish or Scheduling software (ADASTRA etc.), and people to participate in the process. A core challenge can be the summer because faculty are not on contract and the progress on initiatives can be stalled.

4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?

DESIGN (4-8)

Establishing and using an inclusive process to make decisions about and design the key elements of Guided Pathways.

KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
5. INTERSEGMENTAL ALIGNMENT <i>(Clarify the Path)</i> College engages in systematic coordination with K-12, four-year institutions and industry partners to inform program requirements.	○ College is currently not partnering or planning to partner with their feeder and destination institutions and/or local industry to align program requirements.	X Coordination between high school feeder district(s), four-year institutions, and industry partners have been established, but the partnerships are not strong and/or inconsistent across the college.	○ Coordination between high school feeder district(s), four-year institutions, and industry partners is occurring across the college, and some partnerships are stronger than others, with some pipeline alignment from each partner established.	○ Coordination between high school feeder district(s), four-year institutions, and industry partners is occurring across the college, with strong partnerships and pipeline alignments across the various partners.

Please respond to the following items (500 word maximum per item)

1. Please briefly explain why you selected this rating.

Individual faculty have strong relationships with industry partners and colleagues at sister educational institutions. We have connected with industry, K-12 (via establishing CCAPS, Palomar Promise, campus tours, GEAR-UP, etc.), and four-year partners, but we need to do a better job using the connections to inform our programs (and vice-versa). Labor Market Information is not used to the fullest extent to make decisions. As a college, we need to increase our conversations with industry partners, beyond CTE-specific disciplines. We acknowledge that we need better training on how to utilize the data we gather (whether LMI or otherwise) for planning.

2. Describe one or two accomplishments the college has achieved to date on this key element.

We have a team that has established five CCAP agreements with our high school districts. Our faculty have also worked with our articulation officer to establish several AD-T's for the CSU system, and we have MOU's and Transfer Articulation Agreements with private and out-of-state colleges, granting students additional transfer opportunities beyond impacted state universities. We have an organization called North County Higher Education Alliance (NCHEA) which connects Palomar, Mira Costa, and CSUSM. We are also a member of North County Professional Development Federation (NCPDF), which connects Palomar with CSUSM and all K-12 districts in our area.

3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.

Palomar College has a geographically large district with multiple high schools. Over the last several years, we have not been as active in the community as we could have been, so our representatives are finding themselves starting at "step one" with some of our partnership efforts. Palomar College serves 11 feeder high districts spread across rural and urban areas with varying levels of technological infrastructure and differing populations, needs, and interests in engagement. The unique communities in our service area also have varying local labor markets making the landscape complex and difficult to manage. We are making significant headway with staff, faculty and administrative collaborations within the college and across the district.

4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?

Under the California Career Pathways Trust grants, we are in the process of developing specific pathways at supported high schools and documenting the process to share with the region. We are starting with an examination of common CTE programs between the high schools and Palomar and building out those pathways for students. This should be completed between March and June 2018. AEBG/CTE has Labor Market Information in regard to industry sectors. Priority sectors include Advanced Manufacturing, Clean Energy, and Information and Communication Technologies. This information needs to be disseminated across campus, in the same

manner as Guided Pathways needs to be disseminated. We have access to other data, as well, through ESMI, but have not adopted an overall practice of integrating this data into our current practices.

DESIGN (4-8)

Establishing and using an inclusive process to make decisions about and design the key elements of Guided Pathways.

KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
<p>6. GUIDED MAJOR AND CAREER EXPLORATION OPPORTUNITIES</p> <p><i>(Help Students Choose and Enter a Pathway)</i></p> <p>College has structures in place to scale major and career exploration early on in a student's college experience.</p>	<p>College is currently not implementing or planning to implement structures to scale students' early major and career exploration.</p>	<p>X Discussions are happening about ways to cluster programs of study into broad interest areas.</p>	<p>○ Programs of study have been clustered into broad interest areas (such as meta-majors or interest areas) that share competencies.</p> <p>College has not yet implemented meta-majors/interest areas.</p> <p>College has not yet created foundation courses, gateway courses or other scalable mechanisms for major and career exploration.</p>	<p>○ Programs of study have been clustered into broad interest areas (meta-majors) that share competencies.</p> <p>Foundation and/or gateway courses, career exploration courses, workshops and other scalable structures are designed to help students choose a major early on.</p> <p>Cross-functional teams including instructional, counseling, and student support faculty and staff from different departments and divisions collaborate on clustering programs. Student input is</p>

				systematically included into the process.
<p>Please respond to the following items (500 word maximum per item)</p> <p>1. Please briefly explain why you selected this rating.</p> <p>We have career exploration services (e.g., Career Center , COUN 165 - Career Exploration, COUN 115 - Career and Life Planning), but we do not have a requirement for all students to utilize the services. We also do not integrate information across these services. We have not had campus-wide discussions about grouping our disciplines into ‘meta-majors’, and we also have not made the connection between career exploration and meta-majors. However, an integrated planning team for the North and South Center openings has been discussing meta-majors for the last six months and has also been including labor market data to help make suggestions about future majors/careers to support in our new centers. There are opportunities for linking careers to academic work and discussions about a more systematic way of doing so, but we are really in the beginning of this work at Palomar College.</p> <p>2. Describe one or two accomplishments the college has achieved to date on this key element.</p> <p>The college has strong apprenticeship and pre-apprenticeship programs. The college has put additional resources into Service Learning and has a plan to integrate this with Career Education. The college is also using grant funding to create sustainable internships.</p> <p>3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.</p> <p>The connection between career exploration and meta-majors has not been strong on our campus. We need to learn about the connection before we can adopt the concept of meta-majors and understand how meta-majors help students with career exploration. As an institution, we tend to think about what we are currently doing, rather than what <i>could/should</i> be done. For example, organizing our current majors into broad meta-majors makes sense, if we believe we are currently offering the right opportunities for students. Creating meta-majors won’t be useful for majors/certificates etc. that are not explicitly linked to careers/transfer opportunities for students. Faculty expertise is needed in analyzing this phenomenon within associated disciplines (examining Gainful Employment for current usability etc.). In addition, there are also Financial Aid regulations, which may pose a challenge in terms of the development of foundation and gateway courses that are not just electives toward a degree - especially if a student changes majors.</p> <p>4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?</p>				
DESIGN (4-8)				

Establishing and using an inclusive process to make decisions about and design the key elements of Guided Pathways.

KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
<p>7. IMPROVED BASIC SKILLS</p> <p><i>(Help Students Choose and Enter a Pathway; Ensure Students are Learning)</i></p> <p>College is implementing evidence-based practices to increase access and success in college and/or transfer-level math and English, including, but not limited to:</p> <ul style="list-style-type: none"> • The use of high school performance for placement (i.e. cumulative GPA, course grades, non-cognitive measures) for placement • Co-requisite remediation or shortening of developmental sequence • Curricular innovations including creation of math pathways to align with students' field of study. 	<p>○ College is currently not engaging in or planning to develop strategies to improve student access and success in transfer-level math and English coursework.</p>	<p>○ College is currently piloting one or more of the evidence-based strategies listed in the "key element" description to increase access to and success in college and/or transfer-level English and math courses.</p>	<p>X College has scaled one or more instance of the evidence-based strategies listed under "key element," but others are still in the pilot stage.</p>	<p>○ College has scaled relevant evidence-based strategies and has attained large improvements in the number of students that pass college and/or transfer-level English and math courses within a year of enrollment regardless of initial placement level.</p>

Please respond to the following items (500 word maximum per item)

1. Please briefly explain why you selected this rating.

Palomar College has implemented the use of multiple measures (e.g., high school GPA; course level completions) in order to properly place students, but we haven't seen large gains in Basic Skills improvement yet. This could potentially be due to several problems that occurred during the implementation of the Multiple Measures Assessment Project (MMAAP). For example, while MMAAP reported that we can rely on self-reported student information, regarding HS GPA and coursework, many of our students did not know their cumulative HS GPA, nor did they remember what grades they received in specific classes.

2. Describe one or two accomplishments the college has achieved to date on this key element.

Our Math Department is exploring new pathways such as AMG and Algebra 2n1. We currently have the Math stats/ algebra pathways /and are using multiple measures. The English department has begun similar conversations. The college is a part of the Basic Skills Partnership and has regular meetings with colleges in our region about the use of multiple measures and how to adjust course offerings and curriculum to ensure students complete transfer-level English and math in their first year.

3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.

Developing internal processes for assessment and placement have been challenging in terms of the workload and communication with instructional faculty, counselors, and other relevant staff. Another challenge is ensuring all faculty are aware of AB705 and how it impacts students' placement.

4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?

Math is also looking at models, which integrate required support for remedial math courses (pre-algebra, beginning algebra) that are not taught or are taught as non-credit and requiring students to begin no lower than intermediate algebra. The first math class involving integrated support for those who place into lower math levels is planned for Fall 2019.

DESIGN (4-8)

Establishing and using an inclusive process to make decisions about and design the key elements of Guided Pathways.

KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
<p>8. CLEAR PROGRAM REQUIREMENTS <i>(Clarify the Path)</i></p> <p>College is clarifying course sequences for programs of study (including key milestones) and creating predictable schedules so that students can know what they need to take, plan course schedules over an extended period of time, and easily see how close they are to completion. College offers courses to meet student demand.</p> <p>In order to meet these objectives, college is engaging in backwards design with desired core competencies and/or student outcomes in mind (including time-to-goal completion and enhanced access to relevant transfer and career outcomes).</p>	<p>○ College is currently not providing or planning to provide clear program requirements for students.</p>	<p>X Some programs have worked to clarify course sequences, but teams do not represent cross-disciplinary teams of faculty.</p> <p>A few course offerings and schedules are designed to meet student demand.</p> <p>Some courses are offered at times, and in a manner, that enable students to complete their programs of study in a timely fashion.</p>	<p>○ Cross-disciplinary teams of instructional (including math/English, GE, CTE) and counseling faculty have been convened and are mapping out course sequences.</p> <p>Some course offerings and schedules are designed to meet student demand and offered at times and in a manner that enable students to complete their programs of study in a timely fashion.</p>	<p>○ Cross-disciplinary teams of instructional (including math/English, GE, CTE) and counseling faculty have mapped course sequences.</p> <p>Key educational and career competencies (including transfer and major requirements and labor market information) are used to develop course sequences.</p> <p>Teams create default program maps and milestones for program completion/transfer, so that students can easily see how close they are to completion.</p> <p>Course offerings and schedules are designed to meet student demand and are offered at times, and in a manner, that enable students to complete their programs of study in a timely fashion.</p>

Please respond to the following items (500 word maximum per item)

1. Please briefly explain why you selected this rating.

We have begun conversation about the path students take to complete degrees, but we are still in the very early stages of looking at these paths as a purposefully created road map. Departments have been encouraged to try to create a suggested plan for students in completing their degrees, with the next step being analyzing the class offerings to ensure a student could successfully complete the suggested plan.

2. Describe one or two accomplishments the college has achieved to date on this key element.

Individual departments have plans that are visible on the web and in print (such as the STEM academies). We have a Distance Education web page, which lists available programs and a handful of pathways. Languages and Literature has a roadmap for the Guided Pathway's project, which could be developed further by the institution. Our Curriculum Committee is engaged in examining courses that have not been offered, and our Institutional Planning Council is examining gainful employment certificates and the offering of awards over the last few years, which could help us move toward more utilized and relevant pathways.

3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.

We do not have an institutional plan for contending with this issue. Student attendance has decreased, which has put more pressure on cancelling classes and has made it more difficult to support programs (particularly small programs). Individual faculty have examined their programs through Program Review and made changes, but we have not done so systematically with an overall goal for the institution given realistic constraints. Once an analysis and institutional plan exists, the time to implement it will be challenging.

4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?

We need establish a method to map out all of our programs in a way that meets the needs of diverse students and is also fiscally viable for the District. For example, online offerings may be competing with evening sections, making online classes more accessible and evening classes harder to support.

IMPLEMENTATION (9-14)

Adapting and implementing the key components of Guided Pathways to meet student needs at scale.

KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
<p>9. PROACTIVE AND INTEGRATED STUDENT SUPPORTS</p> <p><i>(Help Students Stay on the Path)</i></p> <p>College provides academic and non-academic support services in a way that is proactive and aligned with instruction, so that all students are explicitly engaged in these services.</p>	<p>○ College is currently not implementing or planning to implement proactive and integrated student supports.</p>	<p>X The college has begun conversations about increased coordination and collaboration between student supports, instruction, and counseling.</p> <p>Processes and tools are in place to monitor student progress and provide timely support; but are only used by a few staff and/or departments and are not used consistently.</p> <p>There are few and/or irregular structures that allow for support services staff, counseling faculty, and instructional faculty to meet, collaborate, and discuss ideas, the challenges students face, and ways to improve</p>	<p>○ Collaboration between the instructional and support services occurs in specific programs.</p> <p>Processes and tools are in place to monitor student progress and provide timely support; and are used by most staff and/or departments, but may not be used consistently.</p> <p>There are some structures that allow for support services staff, counseling faculty, and instructional faculty to meet, collaborate, and discuss ideas, the challenges students face, and ways to improve coordination and supports.</p>	<p>○ The college has been able to scale ways in which proactive supports are provided to most students. The college is able to track in which program each student is, and how far away students are to completion.</p> <p>Student progress is monitored; mechanisms are in place to intervene when needed to ensure students stay on track and complete their programs of study.</p> <p>There are several regular structures that allow for support services staff, counseling faculty, and instructional faculty to meet, collaborate, and discuss ideas, the challenges students face, and ways to improve coordination and supports.</p>

		coordination and support services.		
--	--	------------------------------------	--	--

Please respond to the following items (500 word maximum per item)

1. Please briefly explain why you selected this rating.

We offer several modes of academic and non-academic support for our students, however, we currently do not have a space where student services and instruction can interface and interact purposefully and proactively. Additionally, although the attempts at integrated support across these areas is well intentioned and does help students, these opportunities are often not aligned.
2. Describe one or two accomplishments the college has achieved to date on this key element.

Some examples of increased coordination and collaboration between student support, instruction, and counseling include the dual enrollment team (involving staff, counseling deans, and faculty input), cross-area discussions in the planning councils, the implementation of the online proctoring/tutoring process (involving members of student services and instruction), and our Starfish Early Alert (FA 2018 Pilot), Degree Planner (FA 2018 Pilot), and Radius CRM (SP 2018 Pilot) implementation. In addition to these programs, we offered STEM Academies in the summer prior to the student's' first semester, which created non-credit courses that included a chemistry review and review of math and innovative instruction through project based learning, as well as a counseling component. The planning and launch of the academies involved instructional and student service representatives.
3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.

Some challenges may include having the resources, such as time, to (a) learn about innovative support programs and implementing them at our college, (b) getting infrastructure in place to support this (creating non-credit classes, hiring staff to work while cross-functional teams are working together, technology such as Starfish), and (c) having the opportunity to view examples of logistics and tactics for implementation.
4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?

Although we offer a lot of support, students still seem to be lost. Some of the basic things that we can implement might be clearer instructions for students involving the process steps in enrollment (e.g., orientation).

<p align="center">IMPLEMENTATION (9-14) Adapting and implementing the key components of Guided Pathways to meet student needs at scale.</p>				
KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
<p>10. INTEGRATED TECHNOLOGY INFRASTRUCTURE</p> <p><i>(Help Students Choose and Enter a Pathway; Help Students Stay on the Path)</i></p> <p>College has the technology infrastructure to provide tools for students as well as instructional, counseling, and student support faculty and staff to support planning, tracking, and outcomes for Guided Pathways including:</p> <ul style="list-style-type: none"> ● Link student demand to scheduling ● Ability for students to monitor schedule and progress (e.g., Degree Audit) ● System for counselors and faculty to monitor students' progress 	<p>○ College currently does not have or plan to build an integrated technology infrastructure.</p>	<p>X The college has in place technology tools to support academic planning and counseling, but these tools are not used consistently and/or do not provide timely planning, support, and tracking capabilities.</p>	<p>○ The college has in place technology tools that enable students, counselors, and faculty to track student progress through a defined pathway and provide some timely planning, support, and tracking capabilities.</p>	<p>○ The college has in place technology tools to support planning, implementation and ongoing assessment of guided pathways, including: academic planning; placement; advising; tracking; completion outcomes: career counseling, including employment and salary information; and transfer and bachelor's degree attainment data.</p> <p>College has the capacity to manage and connect course scheduling with student needs and default schedules. The technology infrastructure supports integrated reporting, auditing, and planning processes.</p>

(e.g., Starfish, early alert system, etc.) ● Data on career and employment opportunities including salary and requirements (e.g., Salary Surfer, other) ● Others				
--	--	--	--	--

Please respond to the following items (500 word maximum per item)

1. Please briefly explain why you selected this rating.

We have made technological improvements in the past few years to support student success, but the immediate effects are not yet known. We are in the process of piloting Starfish's degree audit and early alert programs (as discussed). We have a plan to implement integrated technology, but the programs are, thus far, not available to the entire campus.

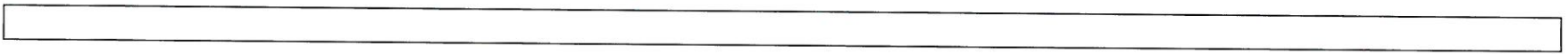
2. Describe one or two accomplishments the college has achieved to date on this key element.

We have many tools including: The Palomar App (for cellphones), My Class Finder (which allows students to search for open classes by transfer requirements and other variables), and a host of upcoming technology pilots. These include (as discussed) Starfish Early Alert (FA 2018 Pilot), Degree Planner (FA 2018 Pilot), and Radius CRM (SP 2018 Pilot). We also hired a new Instructional Designer for student-friendly, online classes/accessibility, particularly for CTE.

3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.

We are lacking staff to improve programming needed for initiatives. We also lack policy and support requiring institutional organization. Lastly, we are faced with the challenge of undoing specialized programming in our PeopleSoft system, which prevents us from utilizing other programs out of the box.

4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?



Adapting and implementing the key components of Guided Pathways to meet student needs at scale.

KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
<p>11. STRATEGIC PROFESSIONAL DEVELOPMENT</p> <p><i>(Help Students Stay on the Path; Ensure Students are Learning)</i></p> <p>Professional Development (PD) is strategically, frequently, and consistently offered for staff, faculty and administrators and aligned with the college's strategic goals, needs and priorities identified in integrated plans, program review, and other intentional processes.</p>	<p>○ College is currently not offering or planning to offer professional development (PD) opportunities aligned with needs and priorities identified in integrated plans, program review, and other intentional processes.</p>	<p>X Professional development is provided to faculty, staff and administrators but the development and offerings of PD is not aligned with the college's strategic goals identified in an integrated planning process, or there are gaps in systematically identifying and meeting those goals.</p>	<p>Some but not all PD opportunities are developed to intentionally support the college's strategic goals identified as part of an integrated planning process.</p> <p>Strategic professional development includes systematic, frequent and strategic attention to:</p> <ul style="list-style-type: none"> ● Using learning outcomes assessment results to support/improve teaching and learning. ● Providing updated information across the college to enable faculty and staff to refer students to academic and non-academic supports and services as necessary. ● Improvements in those college 	<p>○ PD opportunities are available for staff, faculty and administrators and are strategically developed to meet the college's overarching goals, shared across initiatives. Assessment of learning outcomes and other data driven processes are continuously used to identify the areas of greatest need for PD to help the college meet its overarching strategic goals.</p> <p>Strategic professional development includes systematic, frequent and strategic attention to:</p> <ul style="list-style-type: none"> ● Using learning outcomes assessment results to support/improve teaching and learning ● Providing updated information across the college to enable faculty and staff to refer students to academic and non-academic supports and services as necessary.

			<p>processes directly serving students.</p> <ul style="list-style-type: none"> • Leadership capacity and stability for all areas on campus and the college as a whole. • Practice analyzing student data (qualitative and quantitative) and identifying structural decisions that can be based directly around student need. 	<ul style="list-style-type: none"> • Improvements in those college processes directly serving students. • Leadership capacity and stability for all areas on campus and the college as a whole. • Practice analyzing student data (qualitative and quantitative) and identifying structural decisions that can be based directly around student need. • Continued broad engagement in cross-functional decision-making. • Regular and consistent training on the use of technology to support academic programs and student services.

Please respond to the following items (500 word maximum per item)

1. Please briefly explain why you selected this rating.

We have a very robust professional development program that includes diverse options for on-campus scheduled workshops, online workshops through our 3PD Portal, and completion of PD by employees on their own time (e.g., attending conferences, working on SLO's, and numerous other projects). In Spring 2017, the Professional Development Program transitioned from a faculty-specific program to a college-wide comprehensive program. With the transition, the college's PD Committee is currently working on the college's first comprehensive Professional Development Plan. Although the PD office has tried informally to ensure PD is provided that supports all of the college plans, the new comprehensive PD plan will ensure that the PD needs from all plans are included. However, learning outcomes are measured on a course-by-course basis, which can make it difficult for PD to know the individual needs of all courses. To ensure all faculty are able to complete the PD they need, they are allowed to create their own self-designed training. Along with identifying PD needs through the assessment of campus plans, the PD Committee also surveys the employees each year to assess their PD needs, and the PD Office is continually adding PD to meet the changing needs of the employees throughout the year.

2. Describe one or two accomplishments the college has achieved to date on this key element.

Two major accomplishments in regards to strategic professional development are (1) we recently transitioned to an all-college PD program, and (2) to support the all-college program, we acquired a new PD software program. The new software program, Cornerstone On-Demand, provides PD to all employees, both online and face-to-face. This software program also allows us to track employee learning from across the campus.

3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.

Professional Development funding is included in several different grants, which make it challenging to account for all PD spending across the college. So, in order to offer PD that supports Learning Outcomes, Guided Pathways, and the strategic plan, we will need to find additional funding. Our PD is definitely a strength, but it is difficult to implement institutional change requiring institutional learning and professional development with so much focus on autonomous choice by individuals.

4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?

Adapting and implementing the key components of Guided Pathways to meet student needs at scale.

KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
12. ALIGNED LEARNING OUTCOMES <i>(Ensure Students are Learning)</i> Learning outcomes are aligned with the requirements targeted by each program and across all levels (i.e., course, program, institutional) to ensure students' success in subsequent educational, employment, and career goals.	○ College is currently not aligning or planning to align learning outcomes.	X Student Learning Outcomes (SLOs), Program Learning Outcomes (PLOs), and General Education Learning Outcomes (GELOs)/Institutional Learning Outcomes (ILOs) have been developed, but they are not systematically reviewed to ensure alignment, academic rigor, integrity, relevance, and currency. Results of learning outcomes assessments are not linked with professional development or changes to the course or program content.	Student Learning Outcomes (SLOs), Program Learning Outcomes (PLOs), and General Education Learning Outcomes (GELOs)/Institutional Learning Outcomes (ILOs) are reviewed and revised for some outcomes to ensure alignment, academic rigor, integrity, relevance, and currency. Results of learning outcomes assessment are not consistently linked with professional development or changes to the course or program content.	○ Student Learning Outcomes (SLOs), Program Learning Outcomes (PLOs), and General Education Learning Outcomes (GELOs)/Institutional Learning Outcomes (ILOs) are regularly reviewed and revised to ensure alignment, academic rigor, integrity, relevance, and currency. Results of learning outcomes assessments are used to inform professional development, and are linked to changes to course and program content.

Please respond to the following items (500 word maximum per item)

1. Please briefly explain why you selected this rating.

While we do have learning outcome scaling in progress for some areas, they are not systematically connected to professional development or changes to curriculum.

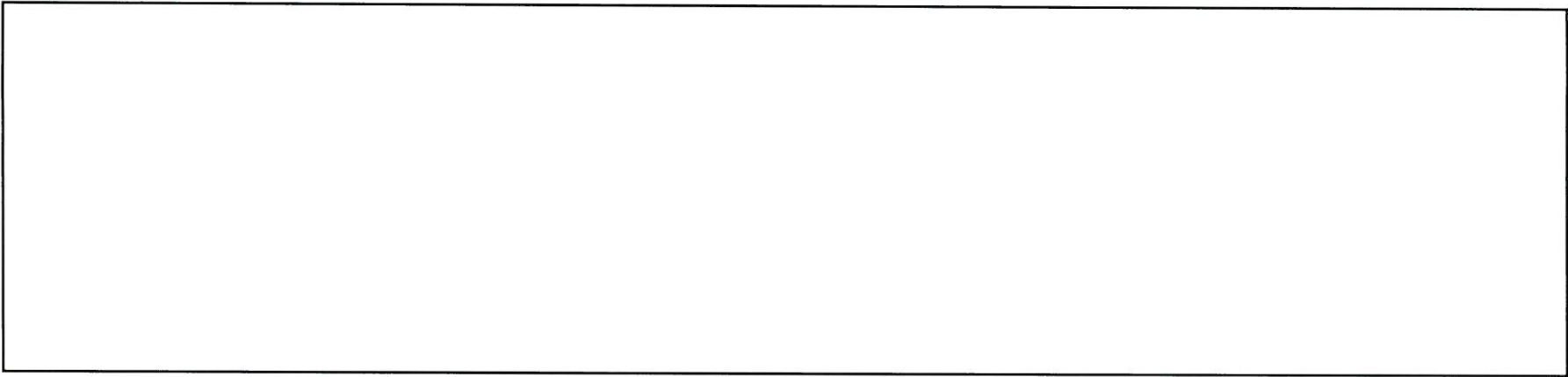
2. Describe one or two accomplishments the college has achieved to date on this key element.

Over the last year, the College took part in a campus-wide discussion evaluating our institutional learning outcomes. As a result of this discussion, we streamlined our institutional learning outcomes to better align them with our courses and programs. Each year, the College assesses one of its institutional outcomes. Courses, programs, and ILOs are aligned through outcome mapping. Through the assessment of our institutional learning outcome – quantitative literacy, we discovered that our students were struggling with some basic quantitative literacy skills. As a result, we developed quantitative literacy modules to support students and help them progress and achieve their educational goals. The assessment of our institutional outcome – intercultural knowledge and competency, led the College to discuss the importance of these skills for, not only our students, but also for our faculty and staff. As a result, a series of professional development activities focusing on intercultural knowledge and competency were offered.

3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.

Legislative and statewide changes to curriculum requirements and transfer have made it difficult to align learning outcomes with requirements of programs and across levels. In addition, changes in the marketplace and employment opportunities have made aligning to the labor market difficult.

4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?



IMPLEMENTATION (9-14)

Adapting and implementing the key components of Guided Pathways to meet student needs at scale.

KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
13. ASSESSING AND DOCUMENTING LEARNING <i>(Ensure Students are Learning)</i> The college tracks attainment of learning outcomes and that information is easily accessible to students and faculty. Consistent and ongoing assessment of learning is taking place to assess whether students are mastering learning outcomes and building skills across each program and using results of learning outcomes assessment to improve the effectiveness of instruction in their programs.	○ College is currently not assessing and documenting or planning to assess and document individual student's learning.	X Attainment of learning outcomes are not consistently tracked or made available to students and faculty. Only a few programs examine and use learning outcomes results to improve the effectiveness of instruction.	○ Attainment of learning outcomes tracked or made available to students and faculty for most programs. Most programs examine and use learning outcomes results to improve the effectiveness of instruction.	○ Attainment of learning outcomes tracked or made available to students and faculty for most programs. All programs examine and use learning outcomes results to improve the effectiveness of instruction.

Please respond to the following items (500 word maximum per item)

1. Please briefly explain why you selected this rating.

While we assess our SLOs, we are not able to conduct a cross-sectional review of our programs. We also have an underdeveloped SAO assessment cycle. There is also a fear of exposing our vulnerabilities, which prevents the college from being authentic and working on issues.

2. Describe one or two accomplishments the college has achieved to date on this key element.

Over the last few years we have streamlined our assessment process and timeline. The College began supporting department SLO facilitators, who work with faculty to ensure that they are meeting the assessment deadlines and that they using assessment results to take action. We have also strengthened the integration of SLO results into our program review process. For example, through course and program assessment, our Child Development Program discovered that many of its students were missing some basic skills to reach successful completion. A new course was added to help these students successfully complete the program and move into the workplace.

3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.

One of the biggest challenges is getting faculty to share information around assessment. We know that course and program outcomes are being assessed and that action is taking place within programs and departments. However, we need to encourage more openness and sharing of this data. There is some indication that faculty may not believe that the assessments are useful and are fearful of what the results and how they could be used in the future. SLOs can only be reviewed by disciplines and are not cross-functional. Many disciplines may only have 1 or 2 people involved in the SLOs. Many are in different areas of the SLO assessment cycle, and faculty do not seem to have the motivation to complete the cycle (other than accreditation - which doesn't affect the department, just the institution).

4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?

Having clear boundaries between Student Learning Outcome results and faculty evaluations would assist in allaying faculty's fear of SLOs.

Additionally, by strengthening our development of the "practitioner as the researcher" (Bensimon, 2007), we may begin to shift faculty's perspectives on collecting data, analyzing results, and drawing conclusions. By exposing faculty to research in various areas (e.g., student engagement), faculty may begin to understand and value assessing programs. Accountability is needed at the department level.

IMPLEMENTATION (9-14)

Adapting and implementing the key components of Guided Pathways to meet student needs at scale.

KEY ELEMENT	SCALE OF ADOPTION			
	Pre-Adoption	Early Adoption	Scaling in Progress	Full Scale
14. APPLIED LEARNING OPPORTUNITIES <i>(Ensure Students are Learning)</i> Students have ample opportunity for applied/contextualized learning and practice. Opportunities have been coordinated strategically within and/or amongst programs.	○ College is currently not offering or planning to offer applied learning opportunities.	X Few courses and programs systematically include applied/contextualized learning opportunities such as projects, internships, cooperative education (co-op), clinical placements, service learning, study abroad, etc.	○ Some courses and programs systematically include applied/contextualized learning opportunities such as projects, internships, co-ops, clinical placements, service learning, study abroad, etc. Opportunities have been coordinated strategically within and/or amongst programs.	○ Students across most or all disciplines and degree areas have ample opportunity to apply and deepen knowledge and skills through projects, internships, co-ops, clinical placements, service learning, study abroad, and other active learning activities that program faculty intentionally embed into courses and programs.

Please respond to the following items (500 word maximum per item)

1. Please briefly explain why you selected this rating.

While Palomar College does not have an emphasis on project based learning teaching methods, Palomar does have other opportunities for applied learning such as cooperative education, service learning, clinical placements, and field trips. These components are not necessarily implemented systematically. We also do not have a systematic internship program, but we do have various efforts on campus assisting students with internships at a grassroots level, such as in the STEM and CTE areas. We also do not have a study abroad program.

2. Describe one or two accomplishments the college has achieved to date on this key element.

Individual majors, such as Child Development, Nursing, Fire, Emergency Medical Education, and Administration of Justice, have applied opportunities. CTE has grant funding through the region to create sustainable internship opportunities. We have the elements to create an internship program, but we need to pull everything together and determine how it will be institutionalized.

3. Describe one or two challenges or barriers that you anticipate may hinder progress on this key element.

There are several barriers here including: (a) The structure of our Career Center, which is not fully integrated into our instructional programs, (b) our Counseling Department chair cannot supervise or direct the Career Center or the Transfer Center, which means that three interrelated areas act in silos, and (c) CTE activities have also been conducted somewhat separate from the rest of the campus, limiting their impact and influence on institutional priorities.

4. Comment (optional): is there any additional information that you want to add that is not addressed sufficiently in the questions above?

We need to figure out how to make applied learning opportunities part of our standard practice and not something that occurs in silos. Additionally, we need to connect to industry, which will be helpful in demonstrating the importance of applied learning opportunities from a qualitative standpoint.

ADDITIONAL QUESTIONS (500 word maximum per item)

1. Based on the Self-Assessment above, what do you think best describes your college's Guided Pathways work overall?

- Pre-Adoption
- Early Adoption
- Scaling in Progress
- Full Scale

Please briefly explain why you selected this rating:

Palomar College is at Early Adoption with Guided Pathways due to having the majority of the elements rated as Early Adoption. While a couple of the elements rated in Early Adoption phases were also initially rated higher, the college as a whole is largely in the early adoption phases.

2. What kinds of support would be most helpful to you as your campus begins or continues its work on guided pathways? Are there resources or supports that would most help your college progress on any particular element? Please describe:

Supports that would be helpful to Palomar College would include any or all of the following: (1) A consultant to coordinate the efforts of Guided Pathways, (2) examples of specific actions taken by other colleges in implementing Guided Pathways, (3) a list of pitfalls or lessons learned from other colleges, (4) models of different ways to implement Guided Pathways and advantages and disadvantages to those models, (5) examples of how faculty, not only align their curriculum with universities, but also with industry locally or regionally, and (6) learning what other colleges did, not only at a broad or philosophical level, but also at ground level. Technologically, examples of the integration of Guided Pathways with degree audit and proper project management software would be helpful.

People generally want to know what the change is, why the change is needed, how the change will help, and how the change affect them personally. The “why change is needed” is well understood, but we need more fuel for the other questions.

3. Comment (optional): Please share any guided pathways practices or processes that were particularly successful for your college.

One process that worked particularly well was setting aside 6 hours (a retreat) for faculty and counselors to work together to start building a map for specific programs. The mapping allowed cross-disciplinary examination of our development of Guided Pathways in areas that faculty were most comfortable (i.e., their classes). Different programs were at various levels of mapping, which helped to show other programs what could be done in a different way.

4. Comment (optional): Are there any questions, comments and/or concerns or additional information that you want to provide that has not been addressed sufficiently in this tool?

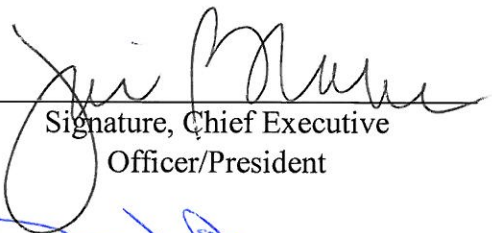

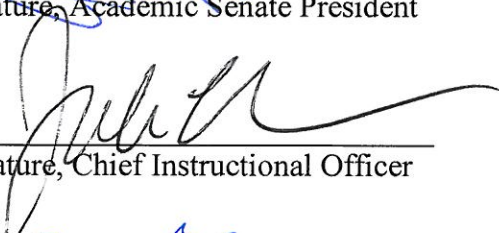
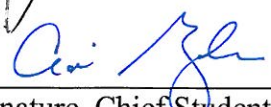
Guided Pathways Award Program Self-Assessment Signature Page

In submitting this document to the Chancellor's Office, and by our signatures, we the undersigned certify the information outlined in our Guided Pathways Award Program Self-Assessment was informed by input and agreement among a cross-functional team that spans the constituencies of the college. With submission of this document, we indicate our commitment to adopt a Guided Pathways framework.

Palomar Community College District

Name of college

Self-Assessment Signatories

Signature, President of the Governing Board	Printed Name	Date signed
	Jon Blake	12/5/17
Signature, Chief Executive Officer/President	Printed Name	Date signed
	Travis W. Ritt	12/5/17
Signature, Academic Senate President	Printed Name	Date signed
	Jack S. Lehn	12/5/17
Signature, Chief Instructional Officer	Printed Name	Date signed
	ADRIAN GONZALES	12/5/17
Signature, Chief Student Services Officer	Printed Name	Date signed

Please print, complete and mail this page to:
California Community Colleges Chancellor's Office
Attention: Mia Keeley
1102 Q Street
Sacramento, CA 95811

In lieu of mailing, a scanned copy may be emailed to: COGuidedPathways@cccco.edu

Palomar Community College District Board of Governors – December 2017

TOPIC:

Naming of the Palomar College Food Pantry – Anita and Stan Maag Food & Nutrition Center

OVERVIEW:

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

In the spring of 2017, Dr. Joi Lin Blake, Superintendent/President met with Mr. Bob Wilson on behalf of Palomar College and the Palomar College Foundation, regarding the expansion and naming of the Palomar College food pantry.

Mr. Wilson offered a total of \$400,000 to cover the estimated \$360,000 construction cost for an expanded food pantry on campus. Shortly after, Mr. Wilson presented his first payment of \$100,000. The remainder of the funding is expected to come in early 2018.

Mr. Wilson is a well-known California philanthropist who attended UCLA (along with his wife, Marion) and went on to a successful career in commercial real estate development. He served as chairman of the Campaign UCLA, which raised more than \$3 billion over 10 years. His long-term relationship with the Maag family has inspired him to honor them through the naming of the expanded food pantry.

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

DISCUSSION/FINANCIAL IMPLICATIONS:

Mr. Wilson is providing the necessary funding to expand the food pantry to meet the growing need of food insecure students at Palomar College. The new pantry will allow increased access to nutritious food, including fresh produce and dairy.

Current space on campus has been identified for the expansion of the food pantry. Architectural renderings are complete and the permitting process is moving forward. The renovation of the space will begin in January with completion estimated by summer of 2018.

Anita Maag was part of Palomar College's first graduating class in 1949. She met her husband Stan at Palomar who also later graduated from Palomar College. Anita was the first of three generations of the Maag family to attend Palomar. Her son Bob Maag, the second oldest of three, said that Palomar not only contributed to his life, but allowed his whole family to prosper.

Once announced publicly, the Foundation believes it will lead to additional interest in other naming opportunities on the Palomar College campus along with additional donations to address food insecurity on campus.

RECOMMENDATION:

Approval

Request for Travel Approval / Claim for Travel Expense

Use July 1, 2017 to Dec. 31, 2017

Applicant: Yasue O'Neill-see 2nd sheet Ext: 2167 Date: 02/06/2017
Dept: Internaitonal Education Div: Student Services
Meeting/Event: China Visitation City/State: Hefei, China
Event Date(s): 01/09/2018 Departure Date: 01/06/2018 Return Date: 01/12/2018

Account	Fund	Org	Program	Class	Year	Proj/Grt	BusUnit	Fiscal Use
575200	11	424100	62100	10	2018	0000000	PAL	
					2018			
					2018			
6 digits	2 digits	6 digits	5 digits	2 digits	4 digits	7 digits	5 characters	

REQUEST / APPROVAL FOR TRAVEL

CLAIM

Expenses Anticipated:

CalCard

Actual Expenses:

CalCard

Mileage X 0.535 \$0.00

Mileage X 0.535 \$0.00
(Prevailing IRS Standard Rate)

Commercial Transportation \$3,900.00 Yes ☒
(Purchasing Requisition Required for PrePay-
Send Req to Purchasing Dept)-Airfare costs
cannot exceed state contracted rates

Commercial Transportation Yes ☐
(Receipts and Itinerary Required)

Refer to contracted rates
Official Contracted Air Fares

Meals \$1,000.00 Yes ☒

Meals Yes ☐

*** Original Itemized Receipts are Required.

*** Original Itemized Receipts are Required.

Lodging + Tax \$2,160.00 Yes ☒

Lodging + Tax (nights)
(Detailed hotel invoice Required) Yes ☐

Attach Prepaid Lodging Request Form

Fiscal Use
vendor # voucher #

Registration Fee Yes ☐

Registration Fee Yes ☐
(Receipts Required)

Attach Prepaid Registration Request Form

Fiscal Use
vendor # voucher #

Public Transportation \$740.00 Yes ☐
(estimate)

Public Transportation Yes ☐
(Receipts Required)

Other Permissible Expenses \$1,500.00 Yes ☐
inc. Parking (estimate)

Other Permissible Expenses Yes ☐
(Receipts Required)

Total Estimated Expenses: \$9,300.00 Yes ☐

Travel Total Expense \$0.00
(*Total must not exceed Total Funds Authorized)

[Signature] 12/6/17
Applicant's Signature Date

Less direct Payments to Vendor(s)

Less charges paid with CalCard

Total Due Applicant \$0.00

Total Funds Authorized (Completed by
Senior/Executive Administrator OR Administrative Services Director)

Applicant Signature

[Signature] 12/6/17
Senior/Executive Administrator's Signature Date
OR Administrative Services Director

Senior/Executive Administrator's
Signature OR Administrative Services Director

Purpose of trip, remarks, details:

Yasue O'Neill, Jack Kahn
& Jenny Fererro Travel to
China

Cal Card Information:

Cardholder Name:

Vendor #

Voucher #

Claim #

Audited by

China Trip Tentative Itinerary		
6-Jan	Fly to Shanghai	
7-Jan	Arrive at Shanghai	
8-Jan	Travel to Hefei	
9-Jan	Visitation to schools and provincial government officials	
10-Jan		
11-Jan		
12-Jan	Return to San Diego	