

INITIAL NEGOTIATIONS PROPOSAL TO THE PALOMAR FACULTY FEDERATION CFT/AFT FOR THE 2018-19 ACADEMIC YEAR

The District's Initial Sunshine Proposal for a successor agreement to the Palomar Faculty Federation CFT/AFT for the 2018-19 academic year is based the College's Values, as described below, which align to the Mission of the Palomar Community College District (PCCD). By continuing to adhere to these values, the District reiterates its investment in the students we serve.

Our Values

- Excellence in teaching, learning, and service
- Integrity as the foundation for all we do
- Access to our programs and services
- Equity and the fair treatment of all in our policies and procedures
- Diversity in learning environments, philosophies, cultures, beliefs, and people
- Inclusiveness of individual and collective viewpoints in collegial decision-making processes
- Mutual respect and trust through transparency, civility, and open communications
- Creativity and innovation in engaging students, faculty, staff, and administrators
- Physical presence and participation in the community

Initial Proposal

This initial sunshine proposal intends to meet the requirements and guidelines of the Government Code section 3547, which is part of the Educational Employment Relations Act, and as required by the Board Bylaw 2610. The District proposes to negotiate the following:

Article 1: Agreement

Article 4: Workload & Calendar

Article 15: Compensation

Article 17: Evaluation

Article 16: Benefits

Article 20: Working Conditions

Article 23: No Concerted Refusals to Work

The District looks forward to continue good faith negotiations with PFF based on the College's Values, and in which the parties constructively confront the issues with mutual respect and understanding.

March 6, 2018

PFF REQUEST TO SUNSHINE ARTICLES FOR 2018/19 CONTRACT BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT AND THE PALOMAR FACULTY FEDERATION

The Palomar Faculty Federation is requesting to sunshine the following articles and appendices for the 2018/19 Collective Bargaining Agreement between Palomar Community College District and the Palomar Faculty Federation in order to begin the negotiation process for the 2018/19 contract:

- Article 6- Union Rights
- Article 8- Course Maximums
- Article 15- Compensation
- Article 20- Working Conditions
- Appendix F- Extra Duty Stipend/Reassignment Salary Schedule
- Appendix G- Salary Schedules
- Appendix H- Part-Time Faculty Office Hours

PALOMAR COMMUNITY COLLEGE DISTRICT INTERIM DIRECTOR, EDUCATION CENTER EMPLOYMENT CONTRACT

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this tenth day of April, 2018 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Thomas Medel** (hereinafter referred to as the "Employee").

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

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

- 1. **EMPLOYMENT.** The Board hereby offers to employ Employee as a classified administrator in the above identified position on the conditions contained in this Agreement. Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a special meeting of the Board.
- 2. STATUTORY AUTHORIZATION AND EXTENSION. This Agreement is a contract of employment entered into pursuant to Education Code section 72411(d). Employee understands upon Employee's execution of this Agreement and its adoption by the Board, this Agreement is an assignment to an interim Position, and Employee shall have no continuing rights to the Position unless Employee is selected for the Position on a regular basis in an open recruitment, or unless the term of Agreement is extended for up to an additional term by mutual agreement, not to exceed twelve (12) months. Employee further understands that Position terminates upon (1) the expiration of this Agreement, unless it is extended; (2) Agreement is terminated pursuant to the provisions of Sections 10, 13 and 14 of Agreement; or (3) Position is filled on a permanent basis. If the Employee has seniority in another non-administrative, classified position in the District, the 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 **April 11, 2018**, and continue through and including **April 10, 2019**, unless earlier terminated if Position is filled on a permanent basis, or if terminated pursuant to the early termination and resignation provisions of Sections 10, 13 and 14 of Agreement. This Agreement shall be renewable or extended only by mutual, written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension of this Agreement for an additional term of more than twelve (12) months pursuant to Title 5, California Code of Regulations section 53021(c)(7).
- **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 70/4 from April 11, 2018 through June 30, 2018 and at salary grade 70/5 from July 1, 2018 through April 10, 2019. Compensation shall be subject to the mandatory Employee

and District contributions to the California Public Employees Retirement System (CalPERS). The Board reserves the right to increase the Employee's salary in accordance with Education Code §87806. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.

- Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
- **6. EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
- 7. VACATION AND SICK LEAVE. Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Team Handbook as adopted by the Board.
- **8. FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular classified administrators for which they are eligible under the terms of the Administrative Team Handbook.
- 9. APPLICABLE LAW. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.
- 10. TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE. The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination.

11. PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.

(a) In the event that the District provides paid leave to Employee pending an investigation of a crime involving abuse of his office or position covered by

- Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse District for any salary provided for that purpose.
- (b) In the event that the District provides funds for the legal criminal defense of Employee pending an investigation of a crime involving an abuse of his office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Employee shall fully reimburse the District for any funds provided for that purpose.
- (c) In the event that the District provides a cash settlement related to the termination of Employee as defined in the terms of this Agreement and Employee subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Employee shall fully reimburse the District for any funds provided for that purpose.
- (d) "Abuse of office or position" is defined in Government Code section 53243.4 to mean either of the following:
 - (i) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
 - (ii) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
- **MODIFICATION OF CONTRACT.** This Agreement may be modified by mutual consent of the parties provided, however, that the party seeking such change shall give not less than 45 (forty-five) calendar days, written notice to the other party of the requested modification.
- 13. **EARLY TERMINATION.** This Agreement may be terminated at the discretion of the Superintendent/President with or without cause upon thirty (30) days prior written notice to the Board and the Employee or upon a shorter period of time if approved by the Board.
- **14. RESIGNATION.** Employee may resign from employment at any time during the term of this Agreement upon thirty (30) days prior written notice to the Board or upon a shorter period of time if approved by the Board.
- 15. SAVINGS CLAUSE. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.
- 16. ENTIRE AGREEMENT. This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.

- 17. NO CONTINUING WAIVER. No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.
- 18. GOVERNING LAW. This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.
- 19. MISCELLANEOUS PROVISIONS. This Agreement and applicable provisions of the Administrative Team Handbook contain the entire agreement and understanding between the parties. There are no oral understandings, or terms and conditions not contained or referenced in this Agreement. This Agreement cannot be changed orally. It may be modified in writing by mutual agreement of the parties as set forth above. This Agreement supersedes all Board Policies, rules, regulations, handbooks or practices which are inconsistent with or in conflict with this Agreement.

ACCEPTANCE OF INTERIM DIRECTOR, EDUCATION CENTER EMPLOYMENT CONTRACT

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

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

r lease return signed contrac	et to Furnari Resource Octvices as soon as possible.
Date:	Employee Signature
Approved by the Governing Board regular Board meeting.	of Palomar Community College District in open session at a
Date:	Dr. Joi L. Blake, Secretary to the Governing Board
Copy: Employee	

MONTHLY BOARD REPORT: April 10, 2018

SHORT-TERM PERSONNEL ACTION REQUEST

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Communications/Marketing					
	Pfingsten, Thomas	03/12/18	06/30/18	Technical/Paraprofessional	\$38.00	Assistant (professional)
Department	Early Childhood Education Lab School	I				
	Catalan, Patricia Sacladan, Nicolai	03/16/18 03/05/18	06/30/18 06/30/18	Technical/Paraprofessional Technical/Paraprofessional	\$15.00 \$11.00	Assistant III Assistant I
Department	Earth, Space and Environmental Scient	nces				
	Palmer, Michelle Williams, Linda	03/26/18 03/05/18	06/30/18 06/30/18	Technical/Paraprofessional Technical/Paraprofessional	\$15.00 \$13.00	Assistant III Assistant II
Department	Enrollment Services					
	Combs, Emma Rodriguez, Karina	03/26/18 03/12/18	06/30/18 06/30/18	Technical/Paraprofessional Technical/Paraprofessional	\$15.00 \$15.00	Assistant III Assistant III
Department	Environmental Health and Safety					
	Moreno-Valdez, Aurora	03/12/18	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (professional)
Department	Grant Funded Student Support Progra	ms				
	McBride, Bianca Thai, Linh Vargas, Sandy	03/06/18 03/01/18 02/27/18	06/30/18 06/30/18 06/30/18	Technical/Paraprofessional Technical/Paraprofessional Technical/Paraprofessional	\$15.00 \$11.00 \$15.00	Assistant III Tutor I Assistant III
Department	Health-Kinesiology-Recreation Manag	ement				
	Mundt, Kendyl	03/09/18	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Life Sciences					
	Sevastian, Lida	04/02/18	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Palomar College Police Department					
	Brennan, Henry	03/21/18	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
	Herrera, Erika	03/23/18 03/12/18	06/30/18 06/30/18	Technical/Paraprofessional	\$11.00	Assistant I Assistant I
	Danan, Kyle Jones, Dakota	03/12/18	06/30/18	Technical/Paraprofessional Technical/Paraprofessional	\$11.00 \$11.00	Assistant I
	Lopez, Filiberto	03/19/18	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Public Safety Programs					
	Cook, Matthew	03/14/18	06/30/18	Technical/Paraprofessional	\$20.48	Assistant (professional)
	Karrer, Daniel	03/29/18	06/30/18	Technical/Paraprofessional	\$22.53	Assistant (professional)
	Sablan, Anthony	03/13/18	06/30/18	Technical/Paraprofessional	\$17.64	Assistant (professional)
	Sablan, Anthony	03/13/18	06/30/18	Technical/Paraprofessional	\$22.53	Assistant (professional)
	Young, Scott	03/20/18	06/30/18	Technical/Paraprofessional	\$17.64	Assistant (professional)
		SEA	ASONAL COAC	H STIPEND REQUEST		
Department	Athletics Department					
	Navarrete Jr., Jose	03/07/18	06/30/18	Technical/Paraprofessional	\$1,000.00	Seasonal coaching stipend
	Smith, Dillan	03/22/18	06/30/18	Technical/Paraprofessional	\$1,200.00	Seasonal coaching stipend

Palomar Community College
PAL PESONNEL ACTIONS HISTORY

Page No. 1

11.000000 H

Run Date 03/29/2018

Run Time 08:48:35

Report ID: PAL015ST PAL PESONNEL ACTIONS HISTORY

Personnel Action: HIR-
For the period 03/01/2018 through 03/31/2018

Effective Date	Action Reason	Employee Name	Employee II	Hire Date				Full/ Part		Job Title	Salary Grade	Comp Rate	Supervisor
Department SETID - PAI		Athletics Department											
03/09/2018		Moua,Gloriana Marita Ling		03/09/2018	0.0	Н	Т	P	900STU	Student EE	STU/ASTU	15.000000 F	I
Department SETID - PAI		ility Resource Center											
03/06/2018		Heskett,Brittany Pryor		03/06/2018	0.0	Н	Т	P	900STU	Student EE	STU/ASTU	15.000000 F	I
Department SETID - PAI		glish as a Second Lang Dept											
03/29/2018		Perez,Lorena Vanessa		03/29/2018	0.0	Н	Т	P	900STU	Student EE	STU/ASTU	11.000000 H	I
03/05/2018		Zaheer, Mariam		03/05/2018	0.0	Н	Т	P	900STU	Student EE	STU/ASTU	11.000000 F	I
Department SETID - PAI		th-Kinesiology-Recr Mngmnt											
03/20/2018		Johnson,Madalyn Elizabeth		03/20/2018	0.0	Н	Т	P	900STU	Student EE	STU/ASTU	13.000000 F	I
Department SETID - PAI		erforming Arts Department											
03/14/2018		Han,Sara Gihae		03/14/2018			Т	P		Student EE		11.000000 H	
03/02/2018		Pozos, Celeste		03/02/2018	0.0	Н	Т	P	900STU	Student EE	STU/ASTU	11.000000 F	I
Department	STUDNTAFRS	Student Affairs											

03/19/2018 0.0 H T P 900STU Student EE STU/ASTU

SETID - PALMR

Lesperance,Lohana

03/19/2018

Palomar Community College

Report ID: PAL015ST PAL PESONNEL ACTIONS HISTORY Page No. 2
Personnel Action: HIR--

Run Date 03/29/2018 Run Time 08:48:36

For the period 03/01/2018 through 03/31/2018

Effective Action Hire Emp Reg/Full/Job Salary

Date Reason Employee Name Employee ID Date Typ Tmp Part Code Job Title Grade Comp Rate Supervisor

Department TUTORING Tutoring Services

SETID - PALMR

03/09/2018 Broberg, Sarah Rachel 03/09/2018 0.0 H T P 900STU Student EE STU/ASTU 11.000000 H

....

Department WELLNESS Wellness/Fitness Center

SETID - PALMR

03/21/2018 Ortiz,Annaly 03/21/2018 0.0 H T P 900STU Student EE STU/ASTU 13.000000 H

PALOMAR COLLEGE CURRICULUM

SUBJECT:

Governing Board approval of curriculum changes effective 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: March 7, 2018 and March 21, 2018.

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, March 7, 2018

ACTION – SECOND READING – The following curriculum changes, pending appropriate approvals, will be effective
 Fall 2018:

A. Credit Course Package - Deactivations

Package Title: Spring 2018 Deactivation Campaign 2/21 Meeting

Disciplines: AB, AJ, AT, ART, BUS, CFT, CSIT, DNCE, FIRE, FREN, WELD (Proposed under CFT)

Description: Courses not offered in 3 or 4 years. Deactivating at the request of departments as part of the college's deactivation campaign.

Package Submitted by Instructional Services (see courses for faculty)

1. Credit Course Deactivations – Business, Computer Science and World Languages (BUS, CSIT, FREN)

a. Course Number and Title: BUS 116 Business Law

Discipline: Business Education (BUS) Recommended Prep: BUS 115

Course Included in the following programs:

i. University Studies-Emphasis in Business, A.S. Degree

ii. Legal Studies, A.A. Degree Transfer Acceptability: UC, CSU

Distance Learning Offering(s): Telecourse

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. *Jackie Martin*

b. Course Number and Title: CSIT 270 Visual Basic II

Discipline: Computer Science and Information Technology - Information Technology (CSIT)

Prerequisites: CSIT 170

Course Included in the following programs:

i. Information Technology, A.S. Degree/Cert. Achieve.

Transfer Acceptability: CSU

Distance Learning Offering(s): Online

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Terrie Canon

2. <u>Credit Course Deactivations – Fine and Performing Arts (ART, DNCE)</u>

a. Course Number and Title: ART 146 Design in Wood

Discipline: Art (ART)

Course Included in the following programs:

- i. Three-Dimensional Arts: Crafts, A.A. Degree
- ii. Three-Dimensional Arts: Jewelry and Metalsmithing, A.A. Degree
- iii. University Studies-Emphasis in Fine and Performing Arts, A.A. Degree

Transfer Acceptability: UC, CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Mark Hudelson

b. Course Number and Title: DNCE 184 Introduction to Kinesiology

Discipline: Dance (DNCE)
Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Patriceann Mead

c. Course Number and Title: DNCE 227 Spanish Flamenco III

Discipline: Dance (DNCE)
Transfer Acceptability: UC, CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Patriceann Mead

d. Course Number and Title: DNCE 228 Spanish Flamenco IV

Discipline: Dance (DNCE)
Transfer Acceptability: UC, CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Patriceann Mead

3. Credit Course Deactivations – Multicultural Studies (AS, CS)

a. Course Number and Title: AS 115 Introduction to African American Literature

Short Title: Intro to African American Lit

Discipline: Africana Studies (AS)

Course Included in the following programs:

- i. General Studies: Emphasis in Arts and Humanities, A.A. Degree Major
- ii. University Studies: Emphasis in Humanities, A.A. Degree Major

Associate Degree General Education - C: Humanities 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

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department *Rodolfo Jacobo*

b. Course Number and Title: AS 125 Africana Peoples and the World Political Economy

Short Title: Africana People/World Politics

Discipline: Africana Studies (AS)

Course Included in the following programs:

- i. General Studies: Emphasis in Social and Behavioral Sciences, A.A. Degree Major
- ii. University Studies: Emphasis in Culture and Society, A.A. Degree Major

Associate Degree General Education - D: Social and Behavioral Sciences

CSU GE Area D: Social Sciences - D3: Ethnic Studies

IGETC Area 4: Social and Behavioral Sciences - 4C: Ethnic Studies

Transfer Acceptability: UC, CSU

Distance Learning Offering(s): Telecourse, Online

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department *Rodolfo Jacobo*

c. Course Number and Title: CS 110 Contemporary Mexican Literature

Short Title: Contemporary Mexican Lit

Discipline: Chicano Studies (CS)

Course Included in the following programs:

i. General Studies: Emphasis in Arts and Humanities, A.A. Degree Major

Associate Degree General Education - C: Humanities 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

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department *Rodolfo Jacobo*

d. Course Number and Title: CS 125 The History of Mexico

Discipline: Chicano Studies (CS)

Course Included in the following programs:

- i. General Studies: Emphasis in Social and Behavioral Sciences, A.A. Degree Major
- ii. University Studies: Emphasis in Culture and Society, A.A. Degree Major

Associate Degree General Education - D: Social and Behavioral Sciences

CSU GE Area D: Social Sciences - D3: Ethnic Studies

CSU GE Area D: Social Sciences - D6: History

IGETC Area 4: Social and Behavioral Sciences - 4C: Ethnic Studies

IGETC Area 4: Social and Behavioral Sciences - 4F: History

Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Online

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department

Rodolfo Jacobo

4. Credit Course Deactivations - Public Safety (AJ, FIRE)

a. Course Number and Title: AJ 175 Narcotics

Discipline: Administration of Justice (AJ)

Course Included in the following programs:

i. Administration of Justice-General, A.S. Degree/Cert. Achieve.

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wayne Hooper

b. Course Number and Title: AJ 50 POST Perishable Skills

Discipline: Administration of Justice (AJ)

Prerequisites: Must be an active full time peace officer or active duty reserve peace officer and

currently employed by a law enforcement agency.,

Recommended Prep: Law enforcement field experience

Course Included in the following programs:

ii. Administration of Justice-General, A.S. Degree/Cert. Achieve.

Grading Basis: Pass/No Pass Only

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wayne Hooper

c. Course Number and Title: AJ 51 First Aid/CPR Update

Discipline: Administration of Justice (AJ)

Prerequisites: Must be an active full time peace officer or active reserve peace officer and

currently employed by a law enforcement agency.

Course Included in the following programs:

i. Administration of Justice-General, A.S. Degree/Cert. Achieve.

Grading Basis: Pass/No Pass Only

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wayne Hooper

d. Course Number and Title: AJ 52 Racial Profiling

Discipline: Administration of Justice (AJ)

Prerequisites: Must be an active full time peace officer or active reserve peace officer and

currently employed by a law enforcement agency

Course Included in the following programs:

i. Administration of Justice-General, A.S. Degree/Cert. Achieve.

Grading Basis: Pass/No Pass Only

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wayne Hooper

e. Course Number and Title: AJ 53 Instructor Development

Discipline: Administration of Justice (AJ)

Prerequisites: Must have successfully completed a POST Certified Basic Police Academy, and/or is a subject matter expert on a topic that is taught in the Basic Course.

Course Included in the following programs:

i. Administration of Justice-General, A.S. Degree/Cert. Achieve.

Grading Basis: Pass/No Pass Only

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wayne Hooper

f. Course Number and Title: AJ 75 Spanish for Law Enforcement

Discipline: Administration of Justice (AJ)

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wayne Hooper

g. Course Number and Title: AJ 83 Law Enforcement Career Strategies

Short Title: Law Enfrcmnt Career Strategies Discipline: Administration of Justice (AJ) Course Included in the following programs:

i. Administration of Justice-General, A.S. Degree/Cert. Achieve.

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Wayne Hooper

h. Course Number and Title: FIRE 152 Driver Operator Academy

Discipline: Fire Technology (FIRE)

Recommended Prep: FIRE 100, and FIRE 151

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wayne Hooper

i. Course Number and Title: FIRE 168 Volunteer Fire Fighter Academy

Discipline: Fire Technology (FIRE) Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wayne Hooper

5. <u>Credit Course Deactivations – Trade and Industry (AB, AT, CFT, WELD)</u>

a. Course Number and Title: AB 110 Body Restoration and Assembly

Discipline: Auto Body (AB) Prerequisites: AB 50

Course Included in the following programs:

i. Auto Collision Repair, A.S. Degree/Cert. Achieve.

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Anthony Fedon/David Wright

b. Course Number and Title: AT 196 Special Problems in Automotives

Short Title: Special Problems in Auto Discipline: Automotive Technology (AT)

Recommended Prep: Completion of a minimum of 12 units in Automotive Technology (may

include 6 concurrent Automotive Technology units)

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Anthony Fedon/David Wright

c. Course Number and Title: AT 220 Advanced Automotive Transmissions

Short Title: Adv Automotive Transmissions Discipline: Automotive Technology (AT)

Prerequisites: AT 120

Course Included in the following programs:

i. Mechanics-General, A.S. Degree/Cert. Achieve.

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Anthony Fedon/David Wright

d. Course Number and Title: CFT 130 Stringed Instruments I

Discipline: Cabinet and Furniture Technology (CFT)

Prerequisites: CFT 100

Course Included in the following programs:

i. Guitar Making Technology, A.S. Degree/Cert. Achieve.

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Anthony Fedon/David Wright

e. Course Number and Title: CFT 131 Stringed Instruments II

Discipline: Cabinet and Furniture Technology (CFT)

Prerequisites: CFT 100, and CFT 130 Course Included in the following programs:

i. Guitar Making Technology, A.S. Degree/Cert. Achieve.

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Anthony Fedon/David Wright

f. Course Number and Title: CFT 141 Making Woodworking Tools

Discipline: Cabinet and Furniture Technology (CFT)

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Anthony Fedon/David Wright

g. Course Number and Title: CFT 150 Hand Joinery II
Discipline: Cabinet and Furniture Technology (CFT)

Prerequisites: CFT 149 Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Anthony Fedon/David Wright

h. Course Number and Title: CFT 154 Studio Furniture Design II

Discipline: Cabinet and Furniture Technology (CFT)

Prerequisites: CFT 153 Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Anthony Fedon/David Wright

 Course Number and Title: CFT 164 Cabinet Installation Discipline: Cabinet and Furniture Technology (CFT)

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Anthony Fedon/David Wright

j. Course Number and Title: CFT 166 Cabinetmaking/Production and Manufacturing

Short Title: Cabinetmaking/Production & Mfg Discipline: Cabinet and Furniture Technology (CFT)

Prerequisites: CFT 165A Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Anthony Fedon/David Wright

k. Course Number and Title: CFT 171 Furniture for the Wood Shop

Discipline: Cabinet and Furniture Technology (CFT)

Prerequisites: CFT 100 Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Anthony Fedon/David Wright

I. Course Number and Title: CFT 173 Bamboo Fly Rod Building

Discipline: Cabinet and Furniture Technology (CFT)

Prerequisites: CFT 100

Course Included in the following programs:

- i. Carving Technology, A.S. Degree/Cert. Achieve.
- ii. Lathe Turning Technology, A.S. Degree/Cert. Achieve.
- iii. Table and Chair Manufacturing, A.S. Degree/Cert. Achieve.
- iv. Woodworking Skills Technology, A.S. Degree/Cert. Achieve.

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Anthony Fedon/David Wright

m. Course Number and Title: CFT 182 Timber Framing Technology

Discipline: Cabinet and Furniture Technology (CFT)

Prerequisites: CFT 100

Course Included in the following programs:

i. Woodworking Skills Technology, A.S. Degree/Cert. Achieve.

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Anthony Fedon/David Wright

n. Course Number and Title: CFT 186 Machine Tool/Production Carving

Short Title: Machine Tool/Production Carvng
Discipline: Cabinet and Furniture Technology (CFT

Prerequisites: CFT 105
Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Anthony Fedon/David Wright

o. Course Number and Title: CFT 190 Specialty and Manufactured Hardware

Short Title: Specialty/Manufactured Hardwre Discipline: Cabinet and Furniture Technology (CFT)

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Anthony Fedon/David Wright

p. Course Number and Title: CFT 196 Special Problems in Cabinet and Furniture Technology

Short Title: Special Problems in CFT

Discipline: Cabinet and Furniture Technology (CFT)

Prerequisites: CFT 100, or CFT 105 Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Anthony Fedon/David Wright

q. Course Number and Title: WELD 116 Advanced Gas Tungsten Arc Welding

Short Title: Adv Gas Tungsten Arc Welding

Discipline: Welding (WELD) Prerequisites: WELD 115 Transfer Acceptability: CSU

Distance Learning Offering(s): Computer Assisted, Online

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Anthony Fedon/David Wright

r. Course Number and Title: WELD 175 Magnetic Particle Testing Level I

Short Title: Magnetic Particle Testing I

Discipline: Welding (WELD) Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Anthony Fedon/David Wright

B. Credit Courses - New

1. Course Number and Title: ENG 50A Preparation for College Composition

Short Title: Prep for College Composition

Discipline: English (ENG)

Justification: In compliance with the requirements of AB 705, this course will provide review and

practice of fundamentals, preparing students to succeed in transfer-level English.

Barbara N. Kelber

C. Courses Reviewed/Added Distance Education

1. Course Number and Title: HIST 102 History of the United States Since Reconstruction

Discipline: History (HIST)

Associate Degree General Education – D: Social and Behavioral Sciences

American History and Institutions – Sequence 101 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, Computer Assisted

Added methods of instruction, online and computer assisted distance education.

Catherine Gwin

D. Distance Learning

The following courses may be offered as distance learning and meet Title 5 Regulations 55200-55210, effective Fall 2018.

Catalog/Subject Number

Learning Offerings

HIST 102

Online, Computer Assisted

II. ACTION

A. 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

Updates: CHDV 201 was originally approved at the November 15 curriculum meeting. Further changes to the requisites were required as follows: Removed prerequisite, "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," removed CDHV 105A, 105B and 105C corequisites since they are already corequisites of CHDV 105.

B. Requisites and Advisories

The establishment of the following advisories meets Title 5 Regulations 55003, effective Fall 2018.

 Catalog Number
 Type
 Description
 Proposal Type

 CHDV 201
 Prerequisites
 CHDV 105, and CHDV 115; For students seeking a
 Change

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.

Corequisites <u>105A, or CHDV 105B, or CHDV 105C</u> Prereq/Concurr. <u>115, CHDV 185</u>

C. Program Technical Updates – Reflecting title changes and courses deactivated

Administration of Justice-General	A.S.	Removed AJ 50, 51, 52, 53, 83 and 175
Advanced Geographic Information	A.S./C.A.	Reflected title change to GEOG 140
Advertising, Marketing, and Merchandising	A.S./C.A.	Reflected title change to FCS/BUS 136
American Indian Studies	C.A.	Removed AIS 170, 139, 160 and AIS/CS 161A
American Sign language-English Interpreting	A.S./C.A.	Changed title
Architectural Drafting	A.S./C.A.	Removed ARCH 144, reflected title change to ARCH 145, ARCH/ID 150 and ARCH 200, reflected unit change to ARCH 160
Architecture	A.S./C.A.	Reflected title changes to ARCH 145, 215 and 216, removed ARCH 155, added ARCH 122
Art-Three Dimensional Arts	A.A.	Removed Art 146
Auto Collision Repair	A.S./C.A.	removed AB 110 (deactivated)
Business Administration	AS-T	Added PSYC/SOC 205 and CSIT 105 and removed BUS 204
Business Management	A.S./C.A.	Reflected title change to BUS 130
Carving Technology	A.S./C.A.	Removed CFT 173
Cinema	A.A./C.A.	Reflected title change to DBA/CINE 125 and DBA 110
Computer Assisted Drafting	A.S./C.A.	Reflected title change to ARCH 200
Computer Information Systems	A.S./C.A.	Reflected title change to CSIT 145
Dance-General Dance	A.A.	Reflected variable unit change to DNCE /MUS/TA 173
Drywall/Lather	A.S./C.A.	Various deactivations and title changes
Emphasis in Jewelry and Metalsmithing	A.A.	Removed ART 146
Emphasis in Multimedia Design	A.S./C.A.	Reflected removal of MCS cross-listing from GC 115
Entertainment Technology	C.A.	Reflected variable unit change to TA 192A, removed DBA/ENTT 103
Family and Consumer Sciences-General	A.S./C.A.	Reflected title change to FCS/BUS 136
Fashion Design	A.S./C.A.	Removed FASH 137 and FASH 146
Fashion: Visual Merchandising	A.S./C.A.	Reflected title change to ID/ARCH 150
General Studies-Arts and Humanities	A.A.	Removed AS 115, CS 110 and ARCH 155, added ARCH 122
General Studies-Social and Behavioral Sciences	A.A.	Removed AS/CS 125 and FASH 132
Guitar Making Technologies	A.S./C.A.	Removed CFT 130 and 131
Information Technology	A.S./C.A.	Removed CSWB 210 and CSIT 270
Interior Design	CA	Reflected title change to ID/ARCH 150
Interior Design	A.S.	Reflected title change to ID/ARCH 150
Lathe Turning Technology	A.S./C.A.	Removed CFT 173
Management Information Systems	A.S./C.A.	Reflected unit change to BUS 204 and title change to CSIT 145
Mathematics	A.S.	Removed CSCI 220, added CSCI 112
Mechanics-General	A.S./C.A.	Removed AT 220
Multimedia Journalism	A.S./C.A.	Removed JOUR 120
Music	A.A.	Reflected variable unit change to DNCE /MUS/TA 173
Public Relations	C.P.	Reflected title change to DBA 120

Radio and Television	A.A./C.A.	Reflected title change to DBA 110, ENTT/DBA 120 and DBA/CINE 125, removed DBA/ENTT 103
Table and Chair Manufacturing	A.S./C.A.	Removed CFT 173
Technical Theatre	C.A.	Reflected variable unit change to TA 192A
Theatre Arts	A.A.	Reflected variable unit change to TA 192A and DNCE /MUS/TA 173
University Studies-Business	A.S.	Removed BUS 116
University Studies-Culture and Society	A.A.	Removed AS/CS 125
University Studies-Fine and Performing Arts	A.A.	Removed ART 146
University Studies-Humanities	A.A.	Removed AS 115
University Studies-Legal Studies	A.A.	Removed BUS 116
University Studies-World Languages	A.A.	Removed AIS 161A and 161B
Unmanned Aircraft Systems Technician (UAS)	C.A	Changed from CP to CA, added GEOG/GCIP/GEOL 158, reflected title change to GEOG 140 $$
Wastewater Technology Education	A.S./C.A.	Reflected title change to WWT/WTE 50, WWT 52, WWT 54, WWT/WTE 56, WWT/PWM/WTE 60, WWT 64, WWT/WTE 66 and WTE/WWT 58
Web Data Base Design	C.P.	Removed CSWB 210
Woodworking Skills Technology	A.S./C.A.	Removed CFT 173 and 182

III. INFORMATION

A. The following courses have completed the course outline review process between February 14, 2018 and March 2, 2018 and are effective Fall 2018.

ESL 10 English Pronunciation II

ESL 45 Reading and Writing Essentials

B. **2017-2018 Curriculum Activity Summary**

Proposal Type	Current Agenda (Actions)	2017-2018 Cumulative
New Credit Courses	1	19
New Noncredit Courses	0	29
Credit Course Changes	1	81
Noncredit Course Changes	0	5
Credit Course Reactivations	0	11
Noncredit Reactivations	0	0
Credit Course Deactivations	37	95
Noncredit Deactivations	0	2
Course Reviews (2/14/2018 – 3/2/2018)	2	17
Course Reviews/Added DE	0	10
New Credit Programs	0	26
New Noncredit Programs	0	4
Credit Program Changes	0	21
Program Deactivations	0	3
Noncredit Course Deactivations	0	2
Total Activity	41	325

Palomar College Curriculum Committee Actions

Wednesday, March 21, 2018

ACTION – SECOND READING – The following curriculum changes, pending appropriate approvals, will be effective
 Fall 2018:

A. Credit Course Package - Deactivations

Package Title: Spring 2018 Deactivation Campaign 3/7 Meeting

Discipline: ART, BMGT, BUS, CINE, DBA, ENTT, GCIP, GCMW, PHOT (Proposed under ART)

Description: Courses not offered in 3 or 4 years. Deactivating at the request of departments as part of the college's deactivation campaign.

Package Submitted by Instructional Services (see courses for faculty)

1. Credit Course Deactivations - ART

a. Course Number and Title: ART 139 Raku Techniques

Discipline: Art (ART)

Recommended Prep: and ART 135, and ART 136, ART 250

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Mark Hudelson

b. Course Number and Title: ART 213 Illustration/Life Drawing

Discipline: Art (ART)
Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Mark Hudelson

2. Credit Course Deactivations - BUS, BMGT

a. Course Number and Title: BMGT 125 Introduction to Labor Relations

Short Title: Intro to Labor Relations

Discipline: Business Management (BMGT) Course Included in the following programs:

i. Business Management, A.S. Degree/Cert. Achieve.

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Jackie Martin

b. Course Number and Title: BUS 158 Marketing Internship

Discipline: Business Education (BUS)

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Jackie Martin

Course Number and Title: BUS 167 Microsoft Office Integration

Discipline: Business Education (BUS)

Course Included in the following programs:

- i. Administrative Assistant, A.S. Degree/Cert. Achieve.
- ii. Fashion: Buying and Management, A.S. Degree/Cert. Achieve.

Transfer Acceptability: CSU

Distance Learning Offering(s): Online

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Jackie Martin

d. Course Number and Title: BUS 169 Data Entry Skills

Discipline: Business Education (BUS) Recommended Prep: BUS 165 Transfer Acceptability: CSU Distance Learning Offering(s): Online

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. *Jackie Martin*

e. Course Number and Title: BUS 210 Business Office Procedures

Discipline: Business Education (BUS)

Transfer Acceptability: CSU

Distance Learning Offering(s): Online

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Jackie Martin

3. Credit Course Deactivations -CINE, DBA, ENTT, PHOT

a. Course Number and Title: CINE 296 Special Projects

Discipline: Cinema (CINE)

Prerequisites: CINE 115 / DBA 115, or CINE 125 / DBA 125

Course Included in the following programs:

i. Cinema, A.A. Degree/Cert. Achieve.

Transfer Acceptability: UC, CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wendy Nelson

b. Course Number and Title: DBA 140 Radio News

Discipline: Digital Broadcast Arts (DBA)

Transfer Acceptability: CSU Grading Basis: Grade Only

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wendy Nelson

c. Course Number and Title: DBA 294 Radio Programming Projects

Discipline: Digital Broadcast Arts (DBA)
Prerequisites: DBA 130 / ENTT 130
Transfer Acceptability: CSU
Grading Basis: Grade Only

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wendy Nelson

d. Course Number and Title: DBA 50 Basic Television Acting

Discipline: Digital Broadcast Arts (DBA)

Grading Basis: Grade Only

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wendy Nelson

Course Number and Title: ENTT 100 Introduction to Entertainment Technology

Short Title: Intro/Entertainment Technology Discipline: Entertainment Technology (ENTT)

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wendy Nelson

f. Course Number and Title: PHOT 296 Special Projects

Discipline: Photography (PHOT) Prerequisites: PHOT 105

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Wendy Nelson

4. Credit Course Deactivations - GCIP, GCMW

a. Course Number and Title: GCIP 180 Image Production Technologies Discipline: Graphic Communications - Imaging and Publishing (GCIP)

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

b. Course Number and Title: GCIP 182 Digital Prepress and Press

Discipline: Graphic Communications - Imaging and Publishing (GCIP)

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

c. Course Number and Title: GCIP 296 / GCMW 296 Special Projects

Discipline: Graphic Communications - Imaging and Publishing (GCIP) / Graphic Communications -

Multimedia and Web (GCMW)

Recommended Prep: Advanced coursework or job related experience

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

d. Course Number and Title: GCMW 123 Audio for the Internet

Discipline: Graphic Communications - Multimedia and Web (GCMW)

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Ken Dodson

e. Course Number and Title: GCMW 140 Web Graphics

Discipline: Graphic Communications - Multimedia and Web (GCMW)

Transfer Acceptability: CSU

Distance Learning Offering(s): Computer Assisted, Telecourse, Online

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Ken Dodson

f. Course Number and Title: GCMW 216 Web Database Design I

Discipline: Graphic Communications - Multimedia and Web (GCMW)

Prerequisites: GCMW 102 Transfer Acceptability: CSU

Distance Learning Offering(s): Online

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Ken Dodson

g. Course Number and Title: GCMW 217 Online Store Design

Discipline: Graphic Communications - Multimedia and Web (GCMW)

Recommended Prep: Ability to use a WYSIWYG Web page editor, or text editor, to create a simple Web page and upload it to the Web. A course such as GCMW 102 would be appropriate and can be completed at the same time as this course.

Transfer Acceptability: CSU

Distance Learning Offering(s): Online

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

h. Course Number and Title: GCMW 226 Web Database Design II

Discipline: Graphic Communications - Multimedia and Web (GCMW)

Prerequisites: GCMW 216 Transfer Acceptability: CSU

Distance Learning Offering(s): Computer Assisted, Online

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

B. Credit Course Package - Deactivations

Package Title: Spring 2018 Deactivation Campaign March 21 Meeting

Discipline: ARAB, FREN, GCIP, GCMW, JS, MUS, PHIL, PSYC, PHOT, N ESL (Proposed under ARAB)

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Package Submitted by Instructional Services (see courses for faculty)

1. Credit Course Deactivations - World Languages

a. Course Number and Title: ARAB 101A Arabic IA

Discipline: Arabic (ARAB)

Course Included in the following programs:

- i. General Studies-Emphasis in Arts and Humanities, A.A. Degree
- ii. University Studies-Emphasis in Culture and Society, A.A. Degree
- iii. University Studies-Emphasis in World Languages, A.A. Degree

Course Included in the following course:

i. ARAB 101B

Associate Degree General Education - C: Humanities

CSU GE Area C: Arts and Humanities - C2: Humanities

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Kathleen Sheahan

b. Course Number and Title: ARAB 101B Arabic IB

Discipline: Arabic (ARAB)

Prerequisites: ARAB 101A, or one year of high school Arabic

Course Included in the following programs:

- i. General Studies-Emphasis in Arts and Humanities, A.A. Degree
- ii. University Studies-Emphasis in Culture and Society, A.A. Degree
- iii. University Studies-Emphasis in World Languages, A.A. Degree

Course Included in the following course:

i. ARAB 102A

Associate Degree General Education - C: Humanities

CSU GE Area C: Arts and Humanities - C2: Humanities

IGETC Area 6: Language other than English (101 level only) - 6A: Language other than English

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Kathleen Sheahan

c. Course Number and Title: ARAB 102A Arabic IIA

Discipline: Arabic (ARAB)

Prerequisites: ARAB 101B, or two years of high school Arabic Course Included in the following

Course Included in the following programs:

- i. General Studies-Emphasis in Arts and Humanities, A.A. Degree
- ii. University Studies-Emphasis in Culture and Society, A.A. Degree
- iii. University Studies-Emphasis in World Languages, A.A. Degree

Course Included in the following course:

i. ARAB 102B

Associate Degree General Education - C: Humanities

CSU GE Area C: Arts and Humanities - C2: Humanities

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Kathleen Sheahan

d. Course Number and Title: ARAB 102B Arabic IIB

Discipline: Arabic (ARAB)

Prerequisites: ARAB 102A, or two years of high school Arabic

Course Included in the following programs:

- i. General Studies-Emphasis in Arts and Humanities, A.A. Degree
- ii. University Studies-Emphasis in Culture and Society, A.A. Degree
- iii. University Studies-Emphasis in World Languages, A.A. Degree

Course Included in the following course:

i. ARAB 201A

Associate Degree General Education - C: Humanities CSU GE Area C: Arts and Humanities - C2: Humanities

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Kathleen Sheahan

e. Course Number and Title: ARAB 201A Arabic IIIA

Discipline: Arabic (ARAB)

Prerequisites: ARAB 102B, or three years of high school Arabic

Course Included in the following programs:

- i. General Studies-Emphasis in Arts and Humanities, A.A. Degree
- ii. University Studies-Emphasis in Culture and Society, A.A. Degree
- iii. University Studies-Emphasis in World Languages, A.A. Degree

Course Included in the following course:

i. ARAB 201B

Associate Degree General Education - C: Humanities CSU GE Area C: Arts and Humanities - C2: Humanities IGETC Area 3: Arts and Humanities - 3B: Humanities

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. *Kathleen Sheahan*

f. Course Number and Title: ARAB 201B Arabic IIIB

Discipline: Arabic (ARAB) Prerequisites: ARAB 201A

Course Included in the following programs:

- i. General Studies-Emphasis in Arts and Humanities, A.A. Degree
- ii. University Studies-Emphasis in Culture and Society, A.A. Degree
- iii. University Studies-Emphasis in World Languages, A.A. Degree

Associate Degree General Education - C: Humanities CSU GE Area C: Arts and Humanities - C2: Humanities IGETC Area 3: Arts and Humanities - 3B: Humanities

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. *Kathleen Sheahan*

g. Course Number and Title: FREN 215 Advanced French

Discipline: French (FREN) Prerequisites: FREN 202

Course Included in the following programs:

i. French, A.A. Degree Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Kathleen Sheahan

2. Credit Course Deactivations - Graphic Communications

a. Course Number and Title: GCIP 103 Acrobat for Print

Discipline: Graphic Communications - Imaging and Publishing (GCIP)

Course Included in the following programs:

- i. Graphic Communications: Emphasis in Digital Distribution, A.S. Degree/Cert. of Achieve.
- ii. Graphic Communications: Emphasis in Production, A.S. Degree/Cert. of Achieve.
- iii. Graphic Communications: Emphasis in Management, A.S. Degree/Cert. of Achieve.

Transfer Acceptability: CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

b. Course Number and Title: GCIP 122 Painter I

Discipline: Graphic Communications - Imaging and Publishing (GCIP)

Course Included in the following programs:

i. Digital Imaging, A.S. Degree/Cert. of Achieve.

Course Included in the following programs:

i. GCIP 222

Transfer Acceptability: CSU

Distance Learning Offering(s): Online

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

 Course Number and Title: GCIP 191/GCMW 191 Contracts for Graphic Designers & Web Developers

Short Title: Contracts Grphc Dsgnr/Web Dev

Discipline: Graphic Communications - Imaging and Publishing (GCIP)/Graphic Communications - Multimedia and Web (GCMW)

Course Included in the following programs:

- i. Graphic Communications Emphasis in Management
- ii. E-Commerce Design, Cert. of Proficiency
- iii. Web Data Base Design, Cert. of Proficiency

Course Included in the following course:

i. GCMW 191

Transfer Acceptability: CSU

Distance Learning Offering(s): Online

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

d. Course Number and Title: GCIP 222 Painter II

Discipline: Graphic Communications - Imaging and Publishing (GCIP)

Prerequisites: GCIP 122 Transfer Acceptability: CSU

Distance Learning Offering(s): Video Two Way, Online

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

e. Course Number and Title: GCIP 255 Electronic Package Design

Discipline: Graphic Communications - Imaging and Publishing (GCIP)

Recommended Prep: GCIP 152

Course Included in the following programs:

- i. Graphics Communications Emphasis in Production, A.S. Degree/Cert. of Achieve.
- ii. Screen Printing, A.S. Degree Major/Cert. of Achieve.

Transfer Acceptability: CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson f. Course Number and Title: GCIP 260 Portfolio Development and Presentation

Short Title: Portfolio Dev/Presentation

Discipline: Graphic Communications - Imaging and Publishing (GCIP)

Prerequisites: GCIP 140, and GCIP 152 Course Included in the following programs:

- i. Graphic Communications: Emphasis in Digital Distribution, A.S. Degree/Cert. of Achieve.
- ii. Graphic Communications: Emphasis in Production, A.S. Degree/Cert. of Achieve.
- iii. Graphic Communications: Emphasis in Management, A.S. Degree/Cert. of Achieve.

Transfer Acceptability: CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

g. Course Number and Title: GCMW 105 Web Page Layout with CMS

Discipline: Graphic Communications - Multimedia and Web (GCMW)

Course Included in the following programs:

- i. E-Marketing, A.S. Degree/Cert. of Achieve.
- ii. New Media Compositing, Authoring, and Distribution A.S. Degree Major/Cert. of Achieve.
- iii. Web Data Base Design, Cert. of Proficiency

Transfer Acceptability: CSU

Distance Learning Offering(s): Computer Assisted, Video One Way, Telecourse, Online

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

h. Course Number and Title: GCMW 203 Web Multimedia

Discipline: Graphic Communications - Multimedia and Web (GCMW)

Prerequisites: GCMW 102, Recommended Prep: GCIP 140

Course Included in the following programs:

- i. Digital Imaging, A.S. Degree/Cert. of Achieve.
- ii. Digital Video, A.S. Degree/Cert. of Achieve.
- iii. Interactive Media Design: Emphasis in Multimedia Design, A.S. Degree/Cert. of Achieve.
- iv. Interactive Web Multimedia and Audio, A.S. Degree/Cert. of Achieve.
- v. New Media Compositing, Authoring, and Distribution A.S. Degree Major/Cert. of Achieve.

Transfer Acceptability: CSU

Distance Learning Offering(s): Online

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

i. Course Number and Title: GCMW 220 Designing for Web Standards

Discipline: Graphic Communications - Multimedia and Web (GCMW)

Recommended Prep: GCMW 102

Course Included in the following programs:

- i. E-Commerce Design, Cert. of Proficiency
- ii. Interactive Web Multimedia and Audio, A.S. Degree/Cert. of Achieve.
- iii. Internet: Graphics Communication Emphasis, A.S. Degree/Cert. of Achieve.
- iv. Web Data Base Design, Cert. of Proficiency

Transfer Acceptability: CSU

Distance Learning Offering(s): Online

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. *Ken Dodson*

j. Course Number and Title: GCMW 221 Best Practices for Web Design

Discipline: Graphic Communications - Multimedia and Web (GCMW)

Recommended Prep: Knowledge of basic CSS for Web page layout. Experience publishing a multi page Web site to the Web. GCMW 220 or equivalent knowledge/experience is recommended.

Transfer Acceptability: CSU

Course Included in the following programs:

i. Interactive Web Multimedia and Audio, A.S. Degree/Cert. of Achieve.

Distance Learning Offering(s): Online

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

k. Course Number and Title: GCMW 229 Content Publishing for Mobile, Web and Apps

Short Title: Content Publ/Mobile, Web, Apps

Discipline: Graphic Communications - Multimedia and Web (GCMW)

Prerequisites: GCIP 149, or GCMW 205 Course Included in the following programs:

- i. Digital Video, A.S. Degree/Cert. of Achieve.
- ii. Interactive Web Multimedia and Audio, A.S. Degree/Cert. of Achieve.
- iii. Internet: Graphic Communication Emphasis, A.S. Degree/Cert. of Achieve.
- iv. New Media Compositing, Authoring, and Distribution A.S. Degree Major/Cert. of Achieve.

Transfer Acceptability: CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Ken Dodson

3. Credit Course Deactivations – Multicultural Studies (JS)

a. Course Number and Title: JS 106 / RS 106 Introduction to Judaism I

Discipline: Judaic Studies (JS) / Religious Studies (RS)

Course Included in the following programs:

- i. General Studies: Emphasis in Arts and Humanities, A.A. Degree
- ii. University Studies-Emphasis in Culture and Society, A.A. Degree
- iii. University Studies-Emphasis in Humanities, A.A. Degree

Course Included in the following course:

i. RS 106

Associate Degree General Education - C: Humanities

CSU GE Area C: Arts and Humanities - C2: Humanities

IGETC Area 3: Arts and Humanities - 3B: Humanities

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. *Rodolfo Jacobo*

b. Course Number and Title: JS 107 / RS 107 Introduction to Judaism II - Culture

Short Title: Intro to Judaism II - Culture

Discipline: Judaic Studies (JS) / Religious Studies (RS)

Course Included in the following programs:

- i. General Studies: Emphasis in Social and Behavioral Sciences, A.A. Degree
- ii. University Studies-Emphasis in Culture and Society, A.A. Degree
- iii. University Studies-Emphasis in Social Sciences, A.A. Degree

Course Included in the following course:

i. RS 107

Associate Degree General Education - D: Social and Behavioral Sciences

CSU GE Area D: Social Sciences - D3: Ethnic Studies

CSU GE Area D: Social Sciences - D6: History

IGETC Area 4: Social and Behavioral Sciences - 4C: Ethnic Studies

IGETC Area 4: Social and Behavioral Sciences - 4F: History

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. *Rodolfo Jacobo*

4. Credit Course Deactivations - Music (MUS)

a. Course Number and Title: MUS 125 Musicianship for Elementary Teachers

Short Title: MUSICIANSHIP FOR ELEM TEACHERS

Discipline: Music (MUS) Transfer Acceptability: CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Ellen Weller

b. Course Number and Title: MUS 134 Palomar Women's Chorus

Discipline: Music (MUS)

Course Included in the following programs:

- i. Basic Music Skills, Certificate of Proficiency
- ii. Music, A.A. Degree

Course Included in the following course:

i. MUS 220

Transfer Acceptability: UC, CSU Repeatability: May be taken 4 times.

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Ellen Weller

c. Course Number and Title: MUS 143 Palomar Chorale Chamber Ensemble

Short Title: PALOMAR CHORALE CHAMBER ENSEMB

Discipline: Music (MUS)

Course Included in the following programs:

- i. Basic Music Skills, Certificate of Proficiency
- ii. Music, A.A. Degree

Course Included in the following course:

i. MUS 220

Transfer Acceptability: CSU

Repeatability: May be taken 4 times.

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Ellen Weller

d. Course Number and Title: MUS 147 Concert Choir

Discipline: Music (MUS)

Prerequisites: Previous singing experience Course Included in the following programs:

- i. Basic Music Skills, Certificate of Proficiency
- ii. Music, A.A. Degree

Course Included in the following course:

i. MUS 220

Transfer Acceptability: UC, CSU Repeatability: May be taken 4 times.

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Ellen Weller

e. Course Number and Title: MUS 162 Summer Stage Band

Discipline: Music (MUS)

Prerequisites: Ability to perform on an instrument and read music

Course Included in the following programs:

- i. Basic Music Skills, Certificate of Proficiency
- ii. Music, A.A. Degree

Transfer Acceptability: UC, CSU

Repeatability: May be taken 4 times.

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Ellen Weller

Course Number and Title: MUS 170 Great Musicians Through Film

Discipline: Music (MUS)

Course Included in the following programs:

i. General Studies: Emphasis in Arts and Humanities, A.A. Degree

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

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Ellen Weller

Course Number and Title: MUS 227 Accompanying Ensemble

Discipline: Music (MUS)

Prerequisites: MUS 225, or the passing of equivalency test

Course Included in the following programs:

i. Music, A.A. Degree Transfer Acceptability: CSU

Repeatability: May be taken 4 times.

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Ellen Weller

h. Course Number and Title: MUS 96A Special Projects: Performance

Discipline: Music (MUS)

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Ellen Weller

Course Number and Title: MUS 96B Special Projects: Research

Discipline: Music (MUS) Prerequisites: MUS 105

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Ellen Weller

5. Credit Course Deactivations - Psychology (PSYC)

a. Course Number and Title: PSYC 296 Special Problems in Psychology

Discipline: Psychology (PSYC) Transfer Acceptability: CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Michael Lockett

Credit Course Deactivations - Photography (PHOT)

a. Course Number and Title: PHOT 136 Digital Darkroom: Black & White

Short Title: Digital Darkroom: Black/White

Discipline: Photography (PHOT)

Prerequisites: PHOT 130

Course Included in the following programs:

i. Photography, A.A. Degree/Cert. of Achieve.

Transfer Acceptability: CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Donna Cosentino

b. Course Number and Title: PHOT 213 Carbon Printing

Discipline: Photography (PHOT)

Prerequisites: PHOT 100, ; or PHOT 124 Course Included in the following programs:

- i. Alternative Process Photography, Cert. of Proficiency
- ii. Fine Art Traditional Photography, Cert. of Proficiency
- iii. Photography, A.A. Degree/Cert. of Achieve.

Transfer Acceptability: CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Donna Cosentino

c. Course Number and Title: PHOT 214 Photogravure

Discipline: Photography (PHOT)
Prerequisites: PHOT 100, or PHOT 124
Course Included in the following programs:

- i. Alternative Process Photography, Cert. of Proficiency
- ii. Fine Art Traditional Photography, Cert. of Proficiency
- iii. Photography, A.A. Degree/Cert. of Achieve.

Transfer Acceptability: CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Donna Cosentino

7. Credit Course Deactivations – Noncredit ESL (N ESL)

a. Course Number and Title: N ESL 900 Basic ESL

Discipline: English as a Second Language (N ESL)

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Gary Sosa

C. Credit Course Package - Deactivations

Package Title: Deactivation Campaign March 21 Meeting v.2

Discipline: AP E. AP SC, ART, CHEM, KINE, MCS, NUTR, TA (Proposed under AMS)

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Package Submitted by Instructional Services (see courses for faculty)

1. <u>Credit Course Deactivations – Apprenticeship (AP E, AP SC)</u>

a. Course Number and Title: AP E 797 Electrical Topics

Discipline: AP Electrician (AP E)

Prerequisites: Student is a Registered State Indentured Apprentice

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Wendy Nelson

b. Course Number and Title: AP SC 797 Sound and Communication Systems Installer Topics

Short Title: Sound/Comm Sys Install Topics

Discipline: AP Sound/Communication Systems Installer (AP SC)

Prerequisites: Student is a Registered State Indentured Apprentice

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. *Wendy Nelson*

2. <u>Credit Course Deactivations – ART, CHEM, ENG</u>

a. Course Number and Title: MCS 110 / AMS 110 Diverse Cultures in America Today

Short Title: Diverse Cultures/America Today

Discipline: Multicultural Studies (MCS) / American Studies (AMS)

Course Included in the following programs:

- i. General Studies: Emphasis in Social and Behavioral Sciences, A.A. Degree Major
- ii. University Studies-Emphasis in Culture and Society, A.A. Degree Major

Associate Degree General Education - D: Social and Behavioral Sciences

CSU GE Area D: Social Sciences - D3: Ethnic Studies

IGETC Area 4: Social and Behavioral Sciences - 4C: Ethnic Studies

Transfer Acceptability: UC, CSU
Distance Learning Offering(s): Online

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Rodolfo Jacobo

b. Course Number and Title: NUTR 170 Nutrition: Eating Disorders and Obesity

Short Title: Eating Disorders and Obesity

Discipline: Nutrition (NUTR)

Course Included in the following programs:

i. Adult Fitness and Health, Cert. of Achieve.

Transfer Acceptability: CSU

Distance Learning Offering(s): Computer Assisted, Online

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Solange Wasef

c. Course Number and Title: TA 157 / MCS 157 Theatre and Social Justice

Discipline: Theatre Arts (TA)/Multicultural Studies (MCS)

Course Included in the following programs:

i. General Studies: Emphasis in Arts and Humanities, A.A. Degree Major

ii. University Studies-Emphasis in Culture and Society, A.A. Degree Major

Associate Degree General Education - C: Humanities

CSU GE Area C: Arts and Humanities - C1: Arts

Transfer Acceptability: CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Patriceann Mead/Rodolfo Jacobo

d. Course Number and Title: TA 297 Experimental Topics in Theatre

Discipline: Theatre Arts (TA)
Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Patriceann Mead

3. Credit Course Deactivations – Kinesiology (KINE)

a. Course Number and Title: KINE 103 Evaluative Fitness

Discipline: Kinesiology (KINE)

Course Included in the following programs:

i. Adult Fitness and Health, Cert. of Achieve.

Transfer Acceptability: CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Lacey Craft

b. Course Number and Title: KINE 130 Individualized Fitness Exercise

Short Title: Individual Fitness Exercise

Discipline: Kinesiology (KINE)

Course Included in the following programs:

- i. Adult Fitness and Health, Cert. of Achieve.
- ii. Recreation Agency Leader, A.A. Degree Major/Cert. of Achieve.

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Lacey Craft

c. Course Number and Title: KINE 137A Beginning Water Polo

Discipline: Kinesiology (KINE)

Course Included in the following programs:

i. Kinesiology, A.A. Degree Major

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Lacey Craft

d. Course Number and Title: KINE 165A Beginning Softball

Discipline: Kinesiology (KINE)

Course Included in the following programs:

- i. Adult Fitness and Health, Cert. of Achieve.
- ii. Kinesiology, A.A. Degree Major

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Lacey Craft

e. Course Number and Title: KINE 165B Intermediate Softball

Discipline: Kinesiology (KINE)

Course Included in the following programs:

i. Kinesiology, A.A. Degree Major

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Lacey Craft

f. Course Number and Title: KINE 165C Advanced Softball

Discipline: Kinesiology (KINE)

Course Included in the following programs:

- i. Adult Fitness and Health, Cert. of Achieve.
- ii. Kinesiology, A.A. Degree Major

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Lacey Craft

g. Course Number and Title: KINE 170K Team Sports- Volleyball Strategies

Short Title: Volleyball Strategies Discipline: Kinesiology (KINE)

Course Included in the following programs:

- i. Adult Fitness and Health, Cert. of Achieve.
- ii. Recreation Agency Leader, A.A. Degree Major/Cert. of Achieve.

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Lacey Craft

h. Course Number and Title: KINE 170L Team Sports- Volleyball Biomechanics

Short Title: Volleyball Biomechanics

Discipline: Kinesiology (KINE)

Course Included in the following programs:

i. Adult Fitness and Health, Cert. of Achieve.

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Lacey Craft

a. Course Number and Title: KINE 180 Adaptive Outdoor Activities

Discipline: Kinesiology (KINE) Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Lacey Craft

i. Course Number and Title: KINE 206 Coaching of Women's Team Sports

Short Title: Coaching/Women's Team Sports

Discipline: Kinesiology (KINE)

Course Included in the following programs:

- i. Outdoor Leadership, A.A. Degree Major/Cert. of Achieve.
- ii. Recreation Agency Leader, A.A. Degree Major/Cert. of Achieve.

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Lacey Craft

 j. Course Number and Title: KINE 211 Professional Prep. for Basketball - Theory and Mental Preparation

Short Title: Pro Prep - Basketball Discipline: Kinesiology (KINE)

Course Included in the following programs:

- i. Kinesiology, A.A. Degree Major/Cert. of Achieve.
- ii. Recreation Agency Leader, A.A. Degree Major/Cert. of Achieve.

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Lacey Craft

k. Course Number and Title: KINE 214 Professional Preparation for Water Polo - Theory and Biomechanic Application

Short Title: Pro Prep for Water Polo Discipline: Kinesiology (KINE)

Course Included in the following programs:

i. Kinesiology, A.A. Degree Major/Cert. of Achieve.

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Lacey Craft

 Course Number and Title: KINE 215 Professional Prep for Wrestling-Theory and Mental Preparation

Short Title: Pro Prep for Wrestling Discipline: Kinesiology (KINE)

Course Included in the following programs:

- i. Kinesiology, A.A. Degree Major/Cert. of Achieve.
- ii. Recreation Agency Leader, A.A. Degree Major/Cert. of Achieve.

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Lacey Craft

m. Course Number and Title: KINE 216 Professional Prep for Golf- Theory and Mental Preparation Short Title: Pro Prep for Individual Golf

Discipline: Kinesiology (KINE)

Course Included in the following programs:

- i. Kinesiology, A.A. Degree Major/Cert. of Achieve.
- ii. Recreation Agency Leader, A.A. Degree Major/Cert. of Achieve.

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department. Lacey Craft

n. Course Number and Title: KINE 217 Professional Prep Tennis - Theory and Mental Preparation

Short Title: Pro Prep Tennis Discipline: Kinesiology (KINE)

Course Included in the following programs:

- i. Kinesiology, A.A. Degree Major/Cert. of Achieve.
- ii. Recreation Agency Leader, A.A. Degree Major/Cert. of Achieve.

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Lacey Craft

o. Course Number and Title: KINE 232 Teaching Swimming

Discipline: Kinesiology (KINE)

Course Included in the following programs:

i. Adult Fitness and Health, Cert. of Achieve.

Transfer Acceptability: UC, CSU

Description: Courses not offered in 3 or 4 years. Deactivating at the request of the department.

Lacey Craft

D. Credit Course/Program Packages

Package Title: Deactivation Campaign March 21 Meeting v.3

Discipline: EME, ENG, ESL, PHYS

Description: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Package Submitted by Instructional Services (see courses for faculty)

1. Credit Course Deactivations

a. Course Number and Title: EME 116 Emergency Medical Technician Refresher Course

Short Title: EMT Refresher Course

Discipline: Emergency Medical Education (EME)

Prerequisites: Possess a valid current EMT B, EMT II or EMT P certificate, or have possessed one within

the last two years.

Transfer Acceptability: CSU Grading Basis: Pass/No Pass Only

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Sarah DeSimone

b. Course Number and Title: EME 196 Special Problems in Field Internship

Short Title: Special Prob/Field Internship
Discipline: Emergency Medical Education (EME)

Co-requisites: EME 210, or EME 215

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Sarah DeSimone

c. Course Number and Title: EME 203 Paramedic Challenge (Lecture)

Discipline: Emergency Medical Education (EME)

Prerequisites: R.N., M.D., P.A. or former Paramedic who meets State of California challenge

requirements

Co-requisites: EME 203L Transfer Acceptability: CSU Grading Basis: Pass/No Pass Only

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Sarah DeSimone

d. Course Number and Title: EME 203L Paramedic Challenge Skills (Laboratory)

Short Title: Paramedic Challenge (Lab)

Discipline: Emergency Medical Education (EME)

Prerequisites: R.N., M.D., P.A. or former Paramedic who meets State of California challenge

requirements

Co-requisites: EME 203
Transfer Acceptability: CSU
Grading Basis: Pass/No Pass Only

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Sarah DeSimone

e. Course Number and Title: EME 216 Tactical Combat Casualty Care

Discipline: Emergency Medical Education (EME)

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Sarah DeSimone

f. Course Number and Title: EME 216L Tactical Combat Casualty Care Lab

Short Title: Tactical Combat Casualty Lab
Discipline: Emergency Medical Education (EME)

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Sarah DeSimone

g. Course Number and Title: EME 217 Paramedic Recertification

Discipline: Emergency Medical Education (EME)

Transfer Acceptability: CSU

Repeatability: May be taken 2 times.

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Sarah DeSimone

h. Course Number and Title: EME 223 OB/Peds Block Refresher

Discipline: Emergency Medical Education (EME)

Prerequisites: Provide proof of receiving a failing grade in one or more of the following courses: EME

210, 215 within the previous 24 months

Co-requisites: EME 224 Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Sarah DeSimone

i. Course Number and Title: ENG 295 Directed Study in Literature

Discipline: English (ENG)

Prerequisites: Eligibility for, ENG 100 Transfer Acceptability: UC, CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Barbara N. Kelber

j. Course Number and Title: ESL 131 Academic Reading for ESL II

Discipline: English as a Second Language (ESL)

Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Gary Sosa

k. Course Number and Title: ESL 47 English as a Second Language Topics

Short Title: ESL Topics

Discipline: English as a Second Language (ESL)

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Gary Sosa

I. Course Number and Title: PHYS 130 Preparation for Principles of Physics

Short Title: Prep for Principles of Physics

Discipline: Physics (PHYS)
Transfer Acceptability: CSU

Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.

Gary Sosa

II. ACTION

A. LOC as a Subcommittee of Curriculum

III. <u>INFORMATION</u>

A. 2017-2018 Curriculum Activity Summary

Proposal Type	Current Agenda (Actions)	2017-2018 Cumulative
New Credit Courses	0	19
New Noncredit Courses	0	29
Credit Course Changes	0	81
Noncredit Course Changes	0	5
Credit Course Reactivations	0	11
Noncredit Reactivations	0	0
Credit Course Deactivations	21	116
Noncredit Deactivations	0	2
Course Reviews (3/2/2018 – 3/16/2018)	0	17
Course Reviews/Added DE	0	10
New Credit Programs	0	26
New Noncredit Programs	0	4
Credit Program Changes	0	21
Program Deactivations	0	3
Noncredit Course Deactivations	0	2
Total Activity	21	346

PALOMAR COLLEGE COMMUNITY EDUCATION

SUBJECT:

Governing Board approval of new community education offerings to be offered as of April 2018.

SUMMARY:

Community Education offerings provided by the California Community Colleges are under the purview of the local Governing Board according to Education Code section 78300.

Community Education offerings 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 such as staffing, facilities, advertising, etc. as 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 also require review by 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 locationS prior to the holding of offerings.

The Community Education program is still in early stages and does not have a full schedule of offerings at this time. As the department gains traction and increases the number of offerings in the schedule, the goal of the department is to provide a full schedule of offerings to the Governing Board on a semester basis for ratification. In the meantime, Community Education offerings will be submitted as they are developed. Attached you will find a spreadsheet outlining five new Community Education Offerings to be offered as early as April 2018.

Name of Offering	Offering Description and Goals	Format/Hours	Location	Name of Trainer	Instructor Rate	Fees to Students	Effective
Be Forever Stress Free with EFT	Emotional Freedom Technique (E.F.T.) is a highly effective technique that rapidly releases the emotional impact of stressful life events to release many physical pains and negative emotions. At this workshop, you will witness and potentially experience actual healing on any emotional or physical pain desired. Use EFT for headaches, phobias, anxiety, food cravings, weight issues, trauma, or whatever distresses you. There have been 84 published studies using meridian tapping approaches and EFT is the most well-known, researched energy psychology method. Those who attend will also receive free advice over the telephone any time after the workshop. Instructor is EFT Certified and cohosted the first television show on EFT. He has received many esteemed awards for his self-empowerment television programs. For more information go to tappingintowellness.com.		San Marcos Campus	Thomas Ventimiglia	35% Revenue	\$45	Apr-18
Models and the Runway	Models are indispensable part of a fashion show. They are direct help with brand development of the designer's collection. This class will teach models how to; • Walk with confidence down the catwalk • How to be comfortable and confident on stage • Techniques used by the professionals • Prepare students for the MODA Fashion Show • And more	One workshop, 4 hours, with first offering April 21, 2018.	San Marcos Campus, FD 4	Leilani Angel	35% Revenue	\$30	Apr-18

Voice-OversNOW is		Two Hour Workshop with	San Marcos	Lisa Foster	50% Revenue	\$48	Apr-18
YOUR Time!		first offering August 4th,	Campus		share with Such		'
		2018	·		a Voice.		
	You've heard Lisa Foster on TV and Radio Commercials, now hear						
	Lisa LIVE as she illustrates how YOU could actually begin using						
	your speaking voice for commercials, films, and videos! Lisa will						
	show you a unique, outside the box way to cash in on one of the						
	most lucrative full or part-time careers out there! This is a						
	business that you can handle on your own terms, on your own						
	turf, in your own time, and with practically no overhead! This						
	exciting and fun class could be the game changer you've been						
	looking for! Lisa Foster's voice can be heard on commercials and						
	narrations for such clients as: Crest Toothpaste, Olay, Cafe						
	Appassionato, LA Weight Loss, and Sleep Train. Goals: 1.						
	Students will get an overview of the voiceover industry. 2. Demos						
	will be played to illustrate types of voices used and the type of						
	work out there. 3. Students will learn about the different types of						
	voiceovers. 4. Students will come up to the mic and practice a						
	mock voiceover with Lisa Foster coaching them!						
Introduction to Self-	Self-care activities and practices we engage in on a regular	12 hour workshop over 3	San Marcos	Nicole Rose	35% Revenue	\$125	Apr-18
Care	basis to reduce stress and enhance our well-being. Self-	days (4 hours each)	Campus, South				
	care refers to activities and practices that we can engage in		Center,				
	on a regular basis to reduce stress and maintain and		Escondido				
	enhance our short- and longer-term health and well-being.		Campus				
	Self-care is necessary for your effectiveness and success						
	in honoring your professional and personal commitments.						
	Self-care is not simply about limiting or addressing						
	professional stressors. It is also about enhancing your						
	overall well-being. During this three part workshop, you will						
	learn the foundations and applications of self-care. Goals						
	for the workshop: • Taking care of physical and psychological health						
	Managing and reducing stress						
	Honoring emotional and spiritual needs						
	Fostering and sustaining relationships						
	Achieving an equilibrium across one's personal, school,						
	and work lives and more.						

The Understanding	Designed to assist people in understanding the underlying causes	6 hour workshop (1 or 2	San Marcos	Nicole Rose	35% Revenue	\$60	Apr-18
Addiction Workshop	of addiction and how best to support those experiencing	days)	Campus, South				
	addiction issues. We examine the different impacts of addiction		Center,				
	on the person, family and wider community. Then look at ways of		Escondido				
	how to support, encourage and motivate change and to maintain		Campus				
	a healthy lifestyle. Goals of the workshop:						
	What is an addiction and how its effects the brain						
	• The different types of substance and non-substance abuse and						
	their harmful effects						
	The underlying issues that may be causing the dependency						
	The different methods/techniques to create change and						
	supporting the recovery process						
	How to respond to different situations that may arise						
	How to maintain hope and be effective in your role						



HOLIDAY SCHEDULE

2018-2019

Board Exhibit 4/10/2018

	B0ard Exhibit 4/10/2018			
DATE HOLIDAY OBSERVED	HOLIDAY			
Wednesday, July 4	Independence Day			
Monday, September 3	Labor Day			
Friday, September 28	Native American Day			
Monday, November 12	Veterans Day			
Thursday, November 22	Thanksgiving Day			
Friday, November 23	Local Holiday			
Thursday, December 20	Local Holiday			
Friday, December 21	Local Holiday			
Monday, December 24	Added Board Holiday			
Tuesday, December 25	Christmas Day			
Wednesday, December 26	Admission Day (Observed)			
Thursday, December 27	Local Holiday			
Friday, December 28	Local Holiday			
Monday, December 31	Local Holiday			
Tuesday, January 1	New Year's Day			
Monday, January 21	Martin Luther King, Jr. Day			
Friday, February 15	Lincoln's Day			
Monday, February 18	Washington's Day			
Monday-Friday, March 25-29	Spring Break (Local Holidays)			
Monday, May 27	Memorial Day			

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

	SUMMER 2018								
	Jun-18								
SUN	MON	TUE	WED	THU	FRI	SAT			
					1	2			
3	4	5	6	7	8	9			
10	11	12	13	14	15	16			
17	18	19	20	21	<u>Q22</u>	23			
24	25	26	27	28	29	30			

	Jul-18								
SUN	MON	TUE	WED	THU	FRI	SAT			
1	2	3	4	5	6	7			
8	9	10	11	12	13	14			
15	16	17	18	19	O 0	21			
22	23	24	25	26	27	28			
29	30	31							

SUM	MER		FALL	_ 201	8	
		Α	ug-18	3		
SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	O 3	4
5	6	7	8	9	10	11
12	13	14	15	X 16	¥17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

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

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

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

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

FALL	FALL 2018 SEMESTER MEETING DAY								
М	Т	W	TH	F	S				
14	16	16	16	15	16				

SPRING 2019									
	Jan-19								
SUN	MON	TUE	WED	THU	FRI	SAT			
		1	2	3	4	5			
6	7	8	9	10	11	12			
13	14	15	16	17	18	19			
20	21	22	23	⊗ 24	O 25	26			
27	28	29	30	31					

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

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

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

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

	SUMMER 2019									
	Jun-19									
SUN	MON	TUE	WED	THU	FRI	SAT				
						1				
2	3	4	5	6	7	8				
9	10	11	12	13	14	15				
16	17	18	19	20	O 21	22				
23	24	25	26	27	28	29				
30										

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

SUM	SUMMER			FALL 2019					
	Aug-19								
SUN	MON	TUE	WED	THU	FRI	SAT			
				1	0 2	3			
4	5	6	7	8	9	10			
11	12	13	14	8 15	86	17			
18	19	20	21	22	23	24			
25	26	27	28	29	30	31			
SPRIN	SPRING 2019 SEMESTER MEETING DAYS								
М	Т	W	TH	F	S				
15	16	16	16	15	15				

Fall

Spring

	SUMMER 2018
M 29-Jun 22	Summer 4-week (1) classes
M 29-Jul 20	Summer 8-week (1) classes
M 29-Aug 17	Summer 12-week classes
Jun11-Jul 20	Summer 6-week session
Jun11-Aug 3	Summer 8-week (2) classes
Jun25-Jul 20	Summer 4-week (2) classes
Jun25-Aug17	Summer 8-week (3) classes
Jul23-Aug17	Summer 4-week (3) classes
Jul 4	Holiday - Independence Day
Varies	Summer grade due 5 days after class ends
FALL 2018	Discourse
Aug 16-17	Plenary
Aug 20	Fall semester/Fast Track 1 begins
Aug 25	Fall Saturday classes begin
Sep 3	Holiday - Labor Day
Sep 4	Census Date Holiday - Native American Day (CDLS Open)
Sep 28	
Sep 29	Non-Instructional Day
Oct 15	Fast Track 2 hogins
Oct 15	Fast Track 2 begins
Nov 12 Nov 19-21	Holiday - Veterans' Day (observed) Non-Instructional Days
Nov 22-23 Nov 24	Holiday - Thanksgiving
Dec 15	Non-Instructional Day Fall semester/Fast Track 2 ends
Dec 19	Fall grade rosters due
Dec 19 Dec 20-Jan 1	i
Dec 25	Winter Break - College Closed
Jan 1	Holiday - Christmas Holiday - New Year's Day (observed)
3411 1	SPRING 2019
Jan 2-25	Winter Intersession
Jan 21	Holiday - Martin Luther King Jr Day
Jan 24	Plenary
Jan 28	Spring semester/Fast Track 1 begins
Feb 2	Spring Saturday classes begin
	Spring Saturday classes begin
■⊢OD II	Cansus Data
Feb 11 Feb 15	Census Date Holiday - Lincoln's Day
Feb 15	Holiday - Lincoln's Day
Feb 15 Feb 16	Holiday - Lincoln's Day Non-Instructional Day
Feb 15 Feb 16 Feb 18	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day
Feb 15 Feb 16 Feb 18 Mar 23	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due 19 Summer 4-week (1) classes
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due 19 Summer 4-week (1) classes Summer 8-week (1) classes
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19 M 28-Aug 16	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due 19 Summer 4-week (1) classes Summer 12-week classes
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19 M 28-Aug 16 Jun10-Jul 19	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due 19 Summer 4-week (1) classes Summer 12-week classes Summer 6-week session
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jun 19 M 28-Aug 16 Jun10-Jul 19 Jun10-Aug 2	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due D19 Summer 4-week (1) classes Summer 8-week (1) classes Summer 12-week classes Summer 6-week session Summer 8-week (2) classes
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19 M 28-Aug 16 Jun10-Jul 19 Jun10-Aug 2 Jun24-Jul 19	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due D19 Summer 4-week (1) classes Summer 8-week (1) classes Summer 12-week classes Summer 6-week session Summer 8-week (2) classes Summer 4-week (2) classes
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19 M 28-Aug 16 Jun10-Jul 19 Jun10-Aug 2 Jun24-Jul 19 Jun24-Aug16	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due 19 Summer 4-week (1) classes Summer 8-week (1) classes Summer 12-week classes Summer 6-week session Summer 8-week (2) classes Summer 4-week (2) classes Summer 4-week (3) classes Summer 8-week (3) classes Summer 4-week (3) classes Holiday - Independence Day
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19 M 28-Aug 16 Jun10-Aug 2 Jun24-Jul 19 Jun24-Aug16 Jul22-Aug16	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due D19 Summer 4-week (1) classes Summer 8-week (1) classes Summer 12-week classes Summer 6-week session Summer 8-week (2) classes Summer 4-week (3) classes Summer 8-week (3) classes Summer 8-week (3) classes Summer 4-week (3) classes
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19 Jun10-Jul 19 Jun10-Aug 2 Jun24-Jul 19 Jun24-Aug16 Jul22-Aug16 Jul 4 Varies LEGEND	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due 19 Summer 4-week (1) classes Summer 8-week (1) classes Summer 12-week classes Summer 6-week session Summer 8-week (2) classes Summer 4-week (2) classes Summer 4-week (3) classes Summer 8-week (3) classes Summer 4-week (3) classes Holiday - Independence Day
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19 Jun10-Jul 19 Jun10-Aug 2 Jun24-Jul 19 Jun24-Aug16 Jul22-Aug16 Jul 4 Varies LEGEND	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due 19 Summer 4-week (1) classes Summer 8-week (1) classes Summer 12-week classes Summer 6-week session Summer 8-week (2) classes Summer 4-week (2) classes Summer 4-week (3) classes Summer 8-week (3) classes Summer 4-week (3) classes Holiday - Independence Day
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19 Jun10-Jul 19 Jun10-Aug 2 Jun24-Jul 19 Jun24-Aug16 Jul22-Aug16 Jul 4 Varies LEGEND	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due D19 Summer 4-week (1) classes Summer 8-week (1) classes Summer 12-week classes Summer 6-week session Summer 8-week (2) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Holiday - Independence Day Summer grades due 5 days after class ends
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19 Jun10-Jul 19 Jun10-Aug 2 Jun24-Jul 19 Jun24-Aug16 Jul22-Aug16 Jul 4 Varies LEGEND	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due D19 Summer 4-week (1) classes Summer 8-week (1) classes Summer 12-week classes Summer 12-week classes Summer 6-week session Summer 8-week (2) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Holiday - Independence Day Summer grades due 5 days after class ends
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19 Jun10-Jul 19 Jun10-Aug 2 Jun24-Jul 19 Jun24-Aug16 Jul22-Aug16 Jul 4 Varies LEGEND	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due 19 Summer 4-week (1) classes Summer 8-week (1) classes Summer 12-week classes Summer 6-week session Summer 8-week (2) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Holiday - Independence Day Summer grades due 5 days after class ends
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19 Jun10-Jul 19 Jun10-Aug 2 Jun24-Jul 19 Jun24-Aug16 Jul22-Aug16 Jul 4 Varies LEGEND	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due 19 Summer 4-week (1) classes Summer 8-week (1) classes Summer 12-week classes Summer 6-week session Summer 8-week (2) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Holiday - Independence Day Summer grades due 5 days after class ends Plenary Semester or Session Begins Spring Recess
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19 Jun10-Jul 19 Jun10-Aug 2 Jun24-Jul 19 Jun24-Aug16 Jul22-Aug16 Jul 4 Varies LEGEND	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due D19 Summer 4-week (1) classes Summer 12-week classes Summer 12-week classes Summer 6-week session Summer 8-week (2) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Holiday - Independence Day Summer grades due 5 days after class ends Plenary Semester or Session Begins Spring Recess Last Class of Term or Session
Feb 15 Feb 16 Feb 18 Mar 23 Mar 25-29 Apr 1 May 24 May 25 May 27 May 31 SUMMER 20 M 28-Jun 21 M 28-Jul 19 Jun10-Jul 19 Jun10-Aug 2 Jun24-Jul 19 Jun24-Aug16 Jul 24 Varies	Holiday - Lincoln's Day Non-Instructional Day Holiday - Washington's Day Fast Track 1 ends Spring Break - Campus Closed Fast Track 2 begins Commencement Spring semester/Fast Track 2 ends Holiday - Memorial Day Spring grade rosters due 19 Summer 4-week (1) classes Summer 12-week classes Summer 12-week classes Summer 6-week session Summer 8-week (2) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Summer 4-week (3) classes Holiday - Independence Day Summer grades due 5 days after class ends Plenary Semester or Session Begins Spring Recess Last Class of Term or Session Instructional Days

Ins Day Flex Ins+Flex Sat

3

81

81

16

15

77

78

All Total

97

96

WINTER HOLIDAYS FY19

WINTER HOLIDAYS SCHEDULE FOR 2018-2019

December/January 2018-2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
December 16	December 17	December 18	December 19	December 20	December 21	December 22
	Work day	Work day	Work day	Local Holiday	Local Holiday	
December 23	December 24	December 25	December 26	December 27	December 28	December 29
	Added Bd. Holiday	Christmas Day	Admission Day	Local Holiday	Local Holiday	
December 30	December 31	January 1	January 2	January 3	January 4	January 5
	Local Holiday	New Year's Day	Work day	Work day	Work day	

Board Exhibit 4/10/2018

2		INSTRUCTIONAL SERVICES REV 09/29/1
3 4		
5	BP 4040	LIBRARY AND OTHER INSTRUCTIONAL AND LEARNING
6		SUPPORT SERVICES
7	Reference:	
8	Educ	ation Code Section 78100
9	<u>Civil</u>	Code Section 1798.90;
10	ACC.	JC Accreditation Standard II
11		
12	The District	shall have library services and learning other instructional support services
13	that are an i	ntegral part of the <u>institution's</u> educational program and will comply with the
14	<u>requirement</u>	<mark>s of the Reader Privacy Act</mark> .
15		
16	The selection	n of educational materials and other learning resources is a professional
17	responsibilit	y of the administration and faculty of the College.

1 **HUMAN RESOURCES** Rev 10/8/17 2 3 4 **COMMITMENT TO DIVERSITY BP 7100** 5 6 References: 7 Education Code Sections 87100 et seq.; 8 Title 5 Sections 53000 et seq. 9 10 The District is committed to employing qualified administrators, faculty, and staff 11 12 members who are dedicated to student success. The Governing Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual 13 14 understanding and respect, and provides suitable role models for all students. The Governing Board is committed to hiring and staff development processes that support the 15 16 goals of equal opportunity and diversity and provide equal consideration for all qualified 17 candidates. 18 Also see BP/AP 3050 titled Institutional Code of Ethics, BP 3410 titled Nondiscrimination, 19 20 BP/AP 3420 titled Equal Employment Opportunity, BP/AP 3430 titled Prohibition of Harassment, AP 3435 titled Discrimination and Harassment Complaints and 21 22 Investigations and Training, and the District's Equal Employment Opportunity Plan.

1	HUMAN RESOURCES
2	Rev 10/81017 negligible changes
3	
4	
5	BP 7110 DELEGATION OF AUTHORITY, HUMAN RESOURCES
6	Reference:
7	Education Code Section 70902(d)
8	The Governing Board delegates authority to the Superintendent/President to authorize
9	employment, fix job responsibilities, and perform other personnel actions provided that
10	all federal and state laws and regulations and beloard pelolicies and administrative
11	procedures have been followed, subject to confirmation by the Board.
12	Also see BP 7120 titled Recruitment and Hiring as well as BP 7360 titled Discipline and
13	Dismissals – Academic Employees and BP 7365 titled Discipline and Dismissals –
14	Classified Employees
15	Office of Primary Responsibility: Human Resource Services

References: Education Code Sections 45022, 70902(b)(4), 72411, 87801, and 88160; Government Code Section 53200; 34 Code of Federal Regulations Part 668 (U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.) The Governing Board shall establish and authorize salary schedules, compensation, and benefits (including health and welfare benefits) for all classes of employees and each contract employee subject to collective bargaining or meet and confer processes
Education Code Sections 45022, 70902(b)(4), 72411, 87801, and 88160; Government Code Section 53200; 34 Code of Federal Regulations Part 668 (U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.) The Governing Board shall establish and authorize salary schedules, compensation, and benefits (including health and welfare benefits) for all classes of employees and each contract employee subject to collective bargaining or meet and confer processes
Government Code Section 53200; 34 Code of Federal Regulations Part 668 (U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.) The Governing Board shall establish and authorize salary schedules, compensation, and benefits (including health and welfare benefits) for all classes of employees and each contract employee subject to collective bargaining or meet and confer processes
34 Code of Federal Regulations Part 668 (U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.) The Governing Board shall establish and authorize salary schedules, compensation, and benefits (including health and welfare benefits) for all classes of employees and each contract employee subject to collective bargaining or meet and confer processes
regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended. The Governing Board shall establish and authorize salary schedules, compensation, and benefits (including health and welfare benefits) for all classes of employees and each contract employee subject to collective bargaining or meet and confer processes
IV of the Higher Education Act of 1965, as amended. The Governing Board shall establish and authorize salary schedules, compensation, and benefits (including health and welfare benefits) for all classes of employees and each contract employee subject to collective bargaining or meet and confer processes
The Governing Board shall establish and authorize salary schedules, compensation, and benefits (including health and welfare benefits) for all classes of employees and each contract employee subject to collective bargaining or meet and confer processes
and benefits (including health and welfare benefits) for all classes of employees and each contract employee subject to collective bargaining or meet and confer processes
and benefits (including health and welfare benefits) for all classes of employees and each contract employee subject to collective bargaining or meet and confer processes
and benefits (including health and welfare benefits) for all classes of employees and each contract employee subject to collective bargaining or meet and confer processes
each contract employee subject to collective bargaining or meet and confer processes
, , , , , , , , , , , , , , , , , , , ,
as applicable.
Drahibitian of Incentive Componentian
Prohibition of Incentive Compensation The District shall not provide any commission, bonus, or other incentive payment base
directly or indirectly, on the success in securing enrollments or financial aid, to any
person or entity engaged in any student recruiting or admission activities or in making
decisions regarding the award of student financial assistance. Employees covered by
this ban shall be referred to as "covered employees" for purposes of this policy.
this ball shall be referred to as covered employees for purposes of this policy.
Compensation is subject to BP 7140 titled Collective Bargaining for represented
employees.
cripioyood.

29

Office of Primary Responsibility: Human Resource Services

Office of Primary Responsibility: Human Resource Service

18

1	HUMAN RESOURCES
2	REV 10/10/17 no proposed changes
3	
4	
5	BP 7140 COLLECTIVE BARGAINING
6	References:
6	
/	Government Code Sections 3540 et seq.
8	
9	If eligible employees of the District select an employee organization as their exclusive
10	representative, and if after recognition by the District or after a properly conducted
11	election, an exclusive representative is certified as the representative of an appropriate
12	unit of employees under the provisions of the Educational Employment Relations Act,
13	Government Code Sections 3540 et seq., the District will meet and negotiate in good
14	faith on matters within the scope of bargaining as defined by law.
	raith on matters within the scope of bargaining as defined by law.
15	
16	Also see BP/AP 2610 titled Presentation of Initial Collective Bargaining Proposals
17	

EMPLOYEE EVALUATIONS

REV 2-2-18

HUMAN RESOURCES

2 3 4

1

5

8

11 12 13

24

7

BP 7150

References:

9 10

14 15

25 26 27

28 29

-	-	
r)	

California Constitution Article I. Section 7(a): Education Code Sections 70902 and 87663-87683: Accreditation Standards III.A.1.b, III.A.3.a, and IV.B.1 III.A.5

All faculty and permanent staff members will periodically undergo a performance evaluation.

All evaluations shall be conducted in accordance with the District's policies and procedures on nondiscrimination. The Governing Board shall ensure that all employee evaluations are conducted under the direction of the employee's supervisor and in a manner that promotes fairness and accuracy. This process shall include, but not be limited to, advance notice to the evaluated employee both as to the time and process of the evaluation, and shall provide the evaluated employee an opportunity to review the content of the evaluation. The evaluated employee shall have an opportunity to be heard as to the content of the evaluation and shall have the right to have his/her comments attached for inclusion in the personnel file and/or provided to the Governing Board for any purpose.

The procedures for employee evaluations are delineated in the applicable collective bargaining agreement or employee handbook.

Also see BP/AP 3410 titled Nondiscrimination, BP/AP 3420 titled Equal Employment Opportunity, and BP/AP 2435 titled Evaluation of the Superintendent/President.

1 2 3 4		HUMAN RESOURCES REV 2/2/18	
5	BP 7160	PROFESSIONAL DEVELOPMENT	
6	Reference:		
7	Accre	editation Standard III.A. 5	
8			
9	It is the inter	nt of the District to support professional development opportunities for its	
10	employees.	All eligible employees will be afforded opportunities and encouraged to	
11		n professional development/professional growth activities.	
12	' '		
13	The details i	regarding professional development/professional growth are delineated in	
14		ble collective bargaining agreement or employee handbook.	
15		σ το στο στο στο στο στο στο στο στο στο	
16	Office of Priv	mary Responsibility: Human Resource Services	

1	HUMAN RESOURCES
2	REV 10/10/17 no proposed changes
3	
4	
5	BP 7175 DISTRICT AWARDS
6	References:
7	Education Code Sections 87801 and 88160
8	
9	Students, employees, and other community members who perform special acts or
10	services in the interest of public education may be recognized through the issuance of
11	appropriate awards.

1 2	HUMAN RESOURCES REV 10/14/17 negligible proposed changes
3	
4 5	BP 7210 ACADEMIC EMPLOYEES
6	References:
7	Education Code Sections 87400 et seq., 87419.1, 87482 et seq., 87600 et seq.,
8 9	and 87482.8; Title 5 Section 51025
10	Academic employees are all persons employed by the District in academic positions.
11	Academic positions include every type of service, other than paraprofessional service,
12	for which minimum qualifications have been established by the Board of Governors for
13	the California Community Colleges.
14	Faculty members are those employees who are employed by the District in academic
15	positions that are not designated as supervisory or management. Faculty employees
16	include, but are not limited to, instructors, librarians, counselors, and professionals in
17	the Disability Resource Center (DRC) and Extended Opportunity Programs and
18	Services (EOPS).
19	Decisions regarding tenure of faculty shall be made in accordance with the procedures
20	established for the evaluation of probationary faculty and in accordance with the
21	requirements of the Education Code. The Governing Board reserves the right to
22	determine whether a faculty member shall be granted tenure.
23	The District may employ temporary faculty from time to time as required by the interests
24	of the District. Temporary faculty may be employed full-time or part-time. The
25	Governing Board delegates authority to the Superintendent/President to determine the
26	extent of the District's needs for temporary faculty. (See AP 7212 titled Temporary
27	Faculty)
28	Notwithstanding this policy, the District shall endeavor to comply with its obligation
29	under the Education Code regarding the ratio of full-time to part-time faculty to be
30	employed by it and for making progress toward the standard of 75% of total faculty work
31	load hours taught by full-time faculty.
32	Also see BP/AP 7120 Recruitment and Hiring

HUMAN RESOURCES REV 10/14/17 no proposed changes

BP 7211 FULL-TIME FACULTY SERVICE AREAS AND COMPETENCIES

References:

Education Code Sections 87001, 87003, and 87743 et seq.; Title 5 Sections 53400 et seq.; Article 18, PFF Contract

Faculty Service Area (FSA) means a service or instructional subject area or group of related services or instructional subject areas performed by full-time faculty and established by a community college district. At a minimum, an FSA must consist of the minimum qualifications for a discipline as established by the Board of Governors. FSAs may also contain District competency standards, developed by appropriate discipline faculty, consisting of criteria pertaining to the discipline, such as recency, nature and breadth of relevant experience, and special skills necessary to the position.

The Faculty Senate, in consultation with the Palomar Faculty Federation (PFF), makes recommendations of Faculty Service Areas to the Governing Board. The Governing Board may add to, delete or modify the FSAs upon positive recommendation of the Superintendent/President and after both the PFF and the Faculty Senate have had a reasonable opportunity for input. The listing of FSAs shall be contained in the PFF collective bargaining agreement.

A faculty member is eligible to serve in an FSA if he/she satisfies both the minimum qualifications for the position and associated District competency standards. Each faculty member shall qualify for and be assigned the FSA(s) s in the discipline(s) in which the Governing Board has authorized him/ er-her to teach.

The application of Faculty Service Areas and competencies shall be consistent with applicable non-discrimination and equal employment opportunity laws and regulations as well as relevant District policies and procedures and applicable collective bargaining agreements.

FSAs provide one element for determining faculty seniority and order of layoff when a reduction-in-force is being effected under the Education Code. FSAs are also used to determine eligibility for lateral transfer to other faculty positions.

Details on faculty minimum qualifications and competency standards are contained in BP/AP 4015 titled Minimum Qualifications and Equivalencies. Also see: BP/AP 3420 titled Equal Employment Opportunity; BP/AP 7120 titled Recruitment and Hiring; AP 7211 titled Faculty Service Areas and Competencies; and AP 7231 titled Seniority.

Date Adopted: 11/12/2014; Revised:

1 2 3	HUMAN RESOURCES REV 10/14/17 Negligible proposed changes
4 5	BP 7230 CLASSIFIED EMPLOYEES
6 7	References: Education Code Sections 88003, 88004, 88009, and 88013
8 9 0	Classified employees are those who are employed in positions that are not academic positions. The employees and positions shall be known as the classified service. Procedures specific to classified employees are delineated in the applicable collective bargaining agreement or employee handbook.
2	The classified service does not include:
3	- Substitute employees
4 5	 Short-term employees who are employed and paid for less than 75 percent of the fiscal year
6 7	 Part-time apprentices and performed Professional experts employed on a temporary basis for a specific project, regardless of length of employment
18 19 20	 Interns, full-time students employed part-time, and part-time students employed part-time in any college work-study program or in a work experience education program conducted by the District
21 22	The Governing Board shall fix and prescribe the duties of the members of the classified service. (See BP 7110 titled Delegation of Authority, Human Resources)
23 24	The Superintendent/President shall establish procedures to assure that the requirements of state law and regulations regarding the classified service are met.
25	The probationary period for classified employees shall be one year.
26 27	Also see AP 7235 titled Probationary Period: Classified Employees, BP/AP 7120 Recruitment and Hiring

1		HUMAN RESOURCES
2		REV 10/14/17 negligible proposed changes
3 4 5		
6	BP 7236	SHORT-TERM EMPLOYEES
7 8	Reference: Educa	tion Code Section 88003
9 10 11	District upor	employee" means any person who is employed to perform a service for the on the completion of which the service required or similar services will not be r needed on a continuing basis.
12 13 14 15	scheduled rending date	nort-term employee is employed, the Governing Board, at a regularly meeting, shall specify the service required to be performed and certify the e of the service. The Governing Board may later act to shorten or extend the e, but shall not extend it beyond 75 percent of an academic year.
16 17	See the Sho Services Of	ort-Term Employee Hiring Regulations available in the Human Resource ffice.
18	Office of Pri	imary Responsibility: Human Resource Services

Date Adopted: 12/09/2008; Revised:

1 2 3	HUMAN RESOURCES REV 10/14/17 no proposed changes
4	BP 7240 CONFIDENTIAL EMPLOYEES
5 6	Reference: Government Code Section 3540.1(c)
7 8 9 10 11 12	Confidential employees are those who are required to develop or represent management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. The fact that an employee has access to confidential or sensitive information shall not in and of itself make the employee a confidential employee.
13 14 15	A determination whether a position is a confidential one shall be made by the Governing Board in accordance with applicable law and with the regulations of the California Public Employment Relations Board.
16 17 18	Confidential employees are not eligible for inclusion in a bargaining unit represented by an exclusive representative and the terms and conditions of their employment are not controlled by any collective bargaining agreement.
19 20 21 22	The terms and conditions of employment for confidential employees shall be provided for by procedures developed by the Superintendent/President. Such terms and conditions of employment shall include, but not be limited to, procedures for evaluation and rules regarding leaves, transfers, and reassignments.
23	Office of Primary Responsibility: Human Resource Services

Date Adopted: 12/09/2008; Revised:

HUMAN RESOURCES REV 2/2/18

BP 7335 HEALTH EXAMINATIONS

References:

Government Code Section 12940; 42 U.S. Code Section 12112(d); 29 Code of Federal Regulations Part 1630;

 The District may require pre-employment medical examinations of candidates for appropriate positions, after a conditional offer of employment has been extended and prior to assuming the duties of the position. Such pre-employment medical examinations shall be required of any candidate for a position for which a pre-employment medical examination has been deemed appropriate. No candidate will be required to participate in such an examination solely on the basis of the candidate's age or disability.

The Superintendent/President shall establish administrative procedures related to medical examinations of candidates for appropriate positions.

The Governing Board authorizes the Superintendent/President or designee to require any employee to undergo a physical or mental examination at any time it appears to be in the District's interest to obtain verification of an employee's fitness for duty and where such a fitness for duty exam is job related and consistent with business necessity. Such medical examinations will be at the District's expense and will be conducted by a physician chosen by the District, subject to provisions in applicable collective bargaining agreements or employee handbooks.

Also see BP/AP 7330 titled Communicable Disease and AP 7336 titled Freedom from Tuberculosis

Office of Primary Responsibility: Human Resource Services

HUMAN RESOURCES 1 2 **REV 10/15/17** 3 4 5 BP 7340 LEAVES 6 7 References: Education Code Sections 87763 et seq., 88190 et seq., and cites below; 8 9 Labor Code Sections 245 et seq.; Article 6, PFF and CCE Contracts 10 11 12 The Superintendent/President shall establish procedures for employee leaves as 13 authorized by law, by collective bargaining agreements, and by employee handbooks. Such leaves shall include, but are not limited to: 14 15 16 illness or injury leaves for all classes of permanent employees (Education Code Sections 87781 and 88192); 17 paid sick leave (Labor Code Section 246); 18 vacation leave for members of the classified service, confidentials, administrators, 19 supervisors, and managers: 20 21 leave for service as an elected official of a community college district public employee organization, or of any statewide or national employee organization with 22 which the local organization is affiliated or leave for a reasonable number of 23 24 unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by the public employee organization; 25 (Education Code Sections 87768.5 and 88210); 26 27 leave of absence to serve as an elected member of the legislature (Education Code Section 87701); 28 29 family medical leave and pregnancy leave (Education Code Sections 87766 and 88193; Government Code Section 12945); (See BP 7347 titled Family Medical 30 Leave); 31 leave to bond with a new child (Education Code Sections 87780.1, 87784.5, 32 88196.1, and 88207.5); 33 use of illness leave for personal necessity (Education Code Sections 87784 and 34 35 88207); industrial accident and illness leave (Education Code Sections 87787 and 88192). 36 (See BP/AP 7343 titled Industrial Accidents and Illness); 37 bereavement leave (Education Code Sections 87788 and 88194): 38

military service (Education Code Section 87700);

- jury service or appearance as a witness in court (Education Code Sections 87035);
 and 87036 and 87037);
- 42 · sabbatical leaves; and

39

43

44

45

46

47

48 49 50

51

52

· load bank leaves (Education Code Section 87790).

Vacation leave for members of the classified bargaining unit, confidential and supervisory team employees (CAST), and educational and classified administrators shall not accumulate beyond two times the annual leave accrual. Employees shall be permitted to take vacation in a timely manner to avoid accumulation of excess vacation.

In addition to these policies and collective bargaining agreements, the Governing Board retains the power to grant leaves with or without pay for other purposes or for other periods of time.

1	HUMAN RESOURCES
2	REV 10/15/17 no proposed changes
3	
4	
5	BP 7341 SABBATICALS
6 7	References: Education Code Sections 87767 et seq.
8 9	The District may grant a leave of absence for study and travel (sabbatical) subject to the provision of the applicable collective bargaining agreement.
10	Office of Primary Responsibility: Human Resource Services

1	HUMAN RESOURCES REV 2/2/18		
3	INCV ZIZI IO		
4			
5	BP 7345 CATASTROPHIC LEAVE PROGRAM		
6	Reference:		
7	Education Code Section 87045		
8	The Governing Board authorizes implementation of a Catastrophic Leave Program to		
9	permit employees of the District to donate eligible leave credits to an employee when		
10	that employee or a member of his/ or her family suffers from a catastrophic illness or		
11	injury.		
12	The Superintendent/President shall establish administrative procedures to administer		
13	the program that comply with the catastrophic leave program requirements that are		
14	established by the Education Code. The administrative procedures shall assure that the		
15	program is administered in a nondiscriminatory way.		
16	Also see AP 7345 titled Catastrophic Leave Program.		
17	Office of Primary Responsibility: Human Resource Services		

1	HUMAN RESOURCES	
2	REV 10/15/17 no proposed changes	
3		
4		
5	BP 7347 FAMILY MEDICAL LEAVE	
6	References:	
7	Unemployment Insurance Code Sections 3300 – 3303;	
8	Family Medical Leave Act;	
9	Fair Employment and Housing Act	
10	The Governing Board authorizes unpaid family care and medical leaves consistent with	
11	the Family Medical Leave Act and the California Family Rights Act, and unpaid	
12	pregnancy disability leave under the Fair Employment and Housing Act. This	
13	authorization is implemented through the applicable collective bargaining agreements	
14	and employee handbooks.	
15	Office of Primary Responsibility: Human Resource Services	

1	HUMAN RESOURCES		
2	REV 10/15/17 negligible proposed change		
3			
4	DD 7050 DECIONATIONS		
5	BP 7350 RESIGNATIONS		
6	References:		
7	Education Code Sections 87730 and 88201		
8	The Governing Board shall accept the resignation of any employee and shall fix the time		
9	when the resignation takes effect, which shall not be later than the close of the		
10	academic year during which the resignation has been received by the Governing Board.		
11	The Coverning Peard hereby delegates to the Superintendent/President the authority to		
11 12	The Governing Board hereby delegates to the Superintendent/President the authority to accept resignations on its behalf at any time. Resignations shall be deemed accepted		
13	by the Governing Board when accepted in writing by the Superintendent/President		
14	subject to the provision of the applicable collective bargaining agreement or employee		
15	handbook. When accepted by the Superintendent/President, the resignation is final and		
16	may not be rescinded except in instances as outlined in applicable collective bargaining		
17	agreements or employee handbook. All such resignations shall be forwarded to the		
18	Governing Board for ratification.		
19	Office of Primary Responsibility: Human Resource Services		

1 2	HUMAN RESOURCES REV 10/15/17 no proposed changes		
3 4			
5	BP 7361 ACADEMIC DUE PROCESS		
6 7	References:		
8	No specific references		
9			
10	Personnel issues may involve contractual grievances or non-contractual disputes or		
11	problems. The former will be resolved through the grievance procedure of the collective		
12	bargaining agreement between the District and the appropriate union: CCE/AFT or		
13	PFF/AFT. Non-contractual employment disputes for administrative, supervisory, and		
14	confidential employees are resolved by the procedures in their respective employee		
15	handbooks.		
16			
17	Conflicts between or among faculty members may be addressed through the Faculty		
18	Senate's Academic Due Process Procedure, which is available on the Faculty Senate's		
19	web page.		

1	HUMAN RESOURCES		
2	REV 10/15/17 no proposed changes		
3			
4 5	BP 7370 USE OF DISTRICT RESOURCES FOR POLITICAL ACTIVITY		
6	References:		
7	Education Code Sections 7054 and 7056;		
8	Government Code Section 8314		
9	As the District encourages and promotes academic freedom and free speech, this policy		
10	is not intended to limit free speech.		
	·		
11	Employees shall not use District funds, services, supplies, or equipment to urge the		
12 13	passage or defeat of any ballot measure or candidate, including, but not limited to, any		
13	candidate for election to the Governing Board. This policy prohibits political activity during an employee's working hours but shall not be construed to prohibit an employee		
15	from urging the support or defeat of a ballot measure or candidate during nonworking		
16	time.		
17	Also see BP/AP 4030 titled Academic Freedom, BP/AP 5550 titled Speech: Time, Place,		
18	and Manner, and BP/AP 6700 titled Other Facilities Use (Civic Center Act) as well as AP		
19	7370 titled Use of District Resources for Political Activity		
20	Office of Drimony Responsibility of Lyman Resource Comises		
20	Office of Primary Responsibility: Human Resource Services		

1	HUMAN RESOURCES		
2	REV 10/15/17 negligible proposed changes		
3			
4			
5	BP 7510 DOMESTIC PARTNERS		
6	References:		
7	Family Code Sections 297, 298, 298.5, 297.5, 299, 299.2, and 299.3		
8	Domestic partners registered with the California Secretary of State shall have, insofar		
9	as permitted by California law, all of the same rights, protections, and benefits, as well		
10	as the same obligations, responsibilities, and duties of married persons (spouses) under		
11	state law. Former domestic partners shall have all of the rights and obligations of		
12	former spouses. Surviving domestic partners shall have the same rights, protections,		
13	and benefits as are granted to a surviving spouse of a decedent.		
14	Therefore, all references to "spouses" in the bBoard pPolicies or aAdministrative		
15	pProcedures shall be read to include registered domestic partners as permitted by		
16	California law.		
17	Office of Primary Responsibility: Human Resource Services		

1 2 3	HUMAN RESOURCES REV 2/27/18
4 5	BP 7600 COLLEGE POLICE DEPARTMENT
6 7 8	References: Education Code Sections 72330 et seq. Government Code Sections 3300 et. seq.
9 10 11 12 13	The Governing Board has established a police department under the supervision of one Chief of Police, who shall report directly to the Superintendent/President or designee. The purpose of the department is to enforce the law on or near the campus and other grounds or properties owned, operated, controlled, or administered by the District or by the state acting on behalf of the District.
14 15 16	District police officers shall be employed as members of the classified service but shall, when duly sworn, be peace officers as defined by law. Prior to employment, they shall satisfy the training requirements set out in Penal Code Sections 830 et seq.
17 18 19 20	The Superintendent/President shall establish minimum qualifications of employment for the Chief of Police including, but not limited to, prior employment as a peace officer or completion of a peace officer training course approved by the Commission on Peace Officers' Standards and Training (POST).
21 22 23	The Superintendent/President shall ensure that every member of the police department first employed by the District before July 1, 1999, satisfies the requirements of state law regarding qualifications for continued employment.
24 25	Every member of the police department shall be issued a suitable identification card and badge bearing words "Palomar Community College District Police".
26 27	The Superintendent/President, in cooperation with the Chief of Police, shall issue such other regulations as may be necessary for the administration of the police department.
28	Also see AP 7600 titled College Police Department
29	Office of Primary Responsibility: Human Resource Services

1 2

HUMAN RESOURCES REV 2/2/18

BP 7700 WHISTLEBLOWER PROTECTION

References:

Education Code Sections 87160-87164; California Labor Code Section 1102.5; Government Code Section 53296; Private Attorney General Act of 2004 (Labor Code Section 2698); Affordable Care Act (29 U.S.C. Code Section 218C)

The Superintendent/President shall establish procedures regarding the reporting and investigation of suspected unlawful activities by District employees, and the protection from retaliation of those who make such reports with reasonable cause and/or assist in the investigation of such reports. For the purposes of this policy and any implementing procedures, "unlawful activity" refers to any activity—intentional or negligent—that violates state or federal law, local ordinances, or appropriate before the protection of the protection of the protection of the protection of the protection from retaliation of those who make such reports with reasonable cause and/or assist in the investigation of such reports. For the purposes of this policy and any implementing procedures, "unlawful activity" refers to any activity—intentional or negligent—that violates state or federal law, local ordinances, or appropriate before the protection of the prot

The procedures shall provide that individuals are encouraged to report suspected incidents of unlawful activities without fear of retaliation, that such reports are investigated thoroughly and promptly, remedies are applied for any unlawful practices, and protections are provided to those employees who, with reasonable cause, report these activities and/or assist the District in its investigation.

Furthermore, District employees shall not:

- (1) retaliate against an employee or applicant for employment who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order; or
- (2) directly or indirectly use or attempt to use the official authority or influence of his of her position for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to the District.

The District will not tolerate retaliation and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

1	HUMAN RESOURCES	
2	REV 10/15/17 no proposed changes	
3		
4	DD 7000 INSTITUTIONAL DEASSIONMENT/LATEDAL TDANSEED	
5	BP 7800 INSTITUTIONAL REASSIGNMENT/LATERAL TRANSFER	
6		
7	References:	
8	Education Code Sections 87743 et seq.;	
9	Title 5 Sections 53400 et seq.	
10	Refer to the appropriate collective bargaining agreement or employee handbook for details	
11	regarding institutional reassignment and lateral transfer.	
12	Also see AP 7211 titled Faculty Service Areas as they relate to lateral transfer.	
13	Office of Primary Responsibility: Human Resource Services	
13	Office of Fifthary Responsibility. Framan Resource Services	

1		HUMAN RESOURCE		
2 3		REV 10/15/17 no proposed change);	
3 4	BP 7850	EXCHANGE PROGRAM		
5	References	3 :		
6	Educ	Education Code Sections 87422-87424		
7	The District recognizes qualified exchange programs for eligible employees. The			
8	procedures	procedures for participation in such programs are delineated in the applicable collective		
9	bargaining a	bargaining agreement or employee handbook.		
0	Office of Primary Responsibility: Human Resource Services			

1 **INSTRUCTIONAL SERVICES** 2 **REV 12/1/17** 3 4 **AP 4040** LIBRARY AND LEARNING OTHER INSTRUCTIONAL 5 **SUPPORT SERVICES** 6 7 References: 8 Education Code Section 78100: 9 ACCJC Accreditation Standard II.B (formerly II.C) 10 Materials, Programs, and Services 11 The Library serves as the resource laboratory for the District instructional program. In 12 this capacity, the Library supplements course activities with materials, programs, and 13 services that are an integral part of the curricula for all departments. To achieve this, the 14 Library: 15 Provides information resources of educational and scholarly significance that 16 enrich the curricula, supplement and support instruction, and stimulate intellectual, social, and cultural growth of students 17 18 Maintains a collection of reference, study, and research materials in all formats, including books, periodicals, media, and Internet documents digital resources. 19 that supports the course and research needs of students and faculty 20 21 Provides library users with on-demand reference assistance that promotes learning and the acquisition of knowledge 22 23 Teaches students essential research skills through group and individual 24 instruction that help them develop information competency across the curriculum Provides instructional resource materials for the faculty campus community 25 26 Provides tools, including equipment and online programs, to facilitate use and access of these resources and services 27 Provides study space for students 28 All faculty and students, employees and community members may access the 29 materials, services, and programs of any District Library. These resources are available 30 on-site or remotely through the Library website. The Library also provides students and 31 32 faculty with extended access to resources outside the District through interlibrary loan 33 and other inter-institutional programs. Current information about these programs, Library hours of operation, borrowing rules, and all other Library policies and 34 35 procedures are available on the Library website. 36

Yellow = CCLC suggested changes. Blue = internal

38	The Library Bill of Rights applies, without exception, to the selection of information
39	resources for the Library (http://www.palomar.edu/library/LibBillofRights.htm). The basic
40	test applied for inclusion of a resource is its contribution, direct or indirect, to the
41	programs of the District, to the needs of the campus community students, and to the

- programs of the District, to the needs of the campus community students, and to the
- obligation of the District to be a forum for the free exchange of all ideas in the pursuit of 42 truth and knowledge. 43
- 44 Ultimate responsibility for selection legally rests with the Governing Board. The
- 45 Superintendent/President operates within the framework of the policies determined by
- the Governing Board and delegates selection to faculty librarians. Other faculty, 46
- 47 administrators, classified staff, students, and members of the District community are
- 48 encouraged to participate in the selection process by making recommendations.
- 49 Detailed procedures for adding and removing library resources are available on the
- 50 Library website.

51 Assessment

- In support of the Library's instruction program and the District's general education 52
- 53 curriculum, the Library provides a set of information <u>literacy competency</u> learning
- 54 outcomes, available on the Library website. at

General Resource Selection Policy

- 55 http://www.palomar.edu/library/infocomp/liblCSLO.htm. The Library assesses its other
- 56 resources and services using a variety of tools and techniques, including user surveys
- 57 and evaluations, and system-generated data.
- 58 Office of Primary Responsibility: Instructional Services

INSTRUCTIONAL SERVICES 1 2 **REV 11/3/17** 3 4 REMEDIAL/DEVELOPMENTAL COURSEWORK AP 4222 5 6 7 Reference: Title 5 Section 55035 8 ACCJC Accreditation Standard II.A.4 9 10 Remedial Developmental coursework consists of pre-collegiate basic skills courses. 11 A student's need for remedial developmental coursework shall be determined using 12 appropriate assessment instruments, methods, or procedures. 13 14 No student shall receive more than 30 semester units for remedial developmental coursework. A student who exhausts this unit limitation shall be referred to appropriate 15 adult noncredit education services. 16 A student who successfully completes remedial developmental coursework or who 17 18 demonstrates skill levels that assure success in college-level courses may request reinstatement to proceed with college-level coursework. 19 20 Students enrolled in one or more courses of English as a Second Language and students identified as having a learning disability are exempt from the limitations of this 21 22 procedure. 23 Students who demonstrate significant, measurable progress toward development of 24 skills appropriate to enrollment in college-level courses may be granted a waiver of the 25 limitations of this procedure. 26 The District Catalog shall include a clear statement of the limited applicability of remedial developmental coursework toward fulfilling degree requirements and any 27 exemptions that may apply to this limitation. 28

Instructional Services

Office of Primary Responsibility:

1	HUMAN RESOURCES
2	REV 10/17/17 negligible proposed changes
3	
4	
5	AP 7110 DELEGATION OF AUTHORITY, HUMAN RESOURCES
6	References:
7	Education Code Section 70902(d);
8	Accreditation Standard III.A.11
9	
10	
11	The Chief Vice President for Human Resources Officer is delegated responsibility from
12	the Superintendent/President to recommend employment, develop job responsibilities,
13	and perform other personnel actions provided that all federal and state laws and
14	regulations, becard peolicies, and aAdministrative perocedures are followed.
17	regulations, product profices, and are initiative procedures are followed:
15	Office of Primary Responsibility: Human Resource Services
16	222 2
17	

Date Approved: 03/17/2009; Revised:

HUMAN RESOURCES REV 10/17/17 negligible changes

4 5

6

7

8

AP 7126 APPLICANT BACKGROUND CHECKS

References:

Civil Code Sections 47, 1785.16, 1785.20, and 1786.16 et seq.; Penal Code Sections 11075-11081;

U.S. Code Sections 1681 et seq. (Fair Credit Reporting Act (Federal)

9 10 11

12

13

14

15

16

17

18

19 20

21 22

23

24

25

Where a background investigation is mandated by law or required by an outside agency and is performed by a third party, the Chief Vice President for Human Resources Officer or designee shall make a clear and conspicuous disclosure to the applicant on a separate form before the report is procured. The applicant shall be provided an option to receive or not receive the report. If the applicant is not hired, or the District takes other action that adversely effects any applicant based in whole or in part upon the third-party report, the Chief Vice-President for of Human Resources Officer or designee shall provide written or electronic notice of:

- the adverse action to the applicant
- the name, address, and telephone number of the third party agency that furnished the report
- the applicant's right to obtain a free copy of the report and
- the applicant's right to dispute the accuracy or completeness of any of the information in the report
- Also see AP 7337 titled Fingerprinting.
- 27 Office of Primary Responsibility: Human Resource Services

Date Approved: SPC 03/03/2009;

Revised:

1 2 3 4	HUMAN RESOURCES REV 10/17/17 negligible proposed changes
5	AP 7131 HEALTH AND WELFARE BENEFITS
6 7	References: Government Code Sections 53200 et seq.
8 9 10 11	The District shall permit any eligible employee to enroll in health and welfare benefit plans, as specified in the applicable collective bargaining agreement, employee handbook, or associated beloard peolicy. Enrollment procedures are as indicated in the appropriate employee group benefits handbook.
12 13	Also see AP 7380 titled Retiree Health Benefits, BP 2725 Governing Board Member Compensation, and BP 2730 Governing Board Member Health Benefits.
14	Office of Primary Responsibility: Human Resource Services

HUMAN RESOURCES 1 2 REV 10/18/17 no proposed changes 3 4 AP 7145 PERSONNEL FILES 5 References: 6 7 Education Code Section 87031: 8 Labor Code Section 1198.5 9 Personnel files are subject to the provisions in the applicable collective bargaining agreement or employee handbooks. Procedures governing personnel files for employees 10 represented by an exclusive bargaining representative, such as the Palomar Faculty 11 Federation (PFF) and the Council of Classified Employees (CCE/AFT), are contained in 12 the appropriate collective bargaining agreement, and nothing herein applies to such 13 14 employees. 15 Personnel records are private, accurate, complete, and permanent. All personnel files shall be kept in locked cabinets with access limited to appropriate Human Resource 16 17 Services personnel serving legitimate District purposes. To ensure privacy, files shall not be left open or unattended in unlocked office areas. Inspection of personnel files by 18 authorized individuals shall occur within the Office of Human Resource Services in the 19 presence of the Chief Vice President for Human Resources Officer or designee. A 20 signed release form from the employee is required prior to any third party file access. 21 22 Every employee has the right to inspect personnel records pursuant to the Labor Code. 23 Information of a derogatory nature shall not be entered into an employee's personnel 24 records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter and have 25 26 his/her own comments attached to any derogatory statement. The review shall take place during normal business hours and the employee shall be released from duty for 27 28 this purpose without salary reduction. 29 The employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the District. 30 31 Nothing in this procedure shall entitle an employee to review ratings, reports, or records that (a) were obtained prior to the employment of the person involved, (b) were 32 prepared by identifiable examination committee members, or (c) were obtained in 33 connection with a promotional examination or interview. 34 35 See BP/AP 3310 titled Records Retention and Destruction 36 Office of Primary Responsibility: Human Resource Services

Date Approved: 2/15/2011; Revised:

1	HUMAN RESOURCES
2	REV 10-18-17
3	
4	
5	AP 7150 EMPLOYEE EVALUATIONS
6	Reference:
7	Accreditation Standard III.A.5
8	The District assures the effectiveness of its human resources by evaluating all
9	personnel systematically and at stated intervals. The District establishes written criteria
10	for evaluating all personnel. The evaluation process assesses the effectiveness of
11	personnel and encourages improvement. Actions taken following evaluations are
12	formal, timely, and documented.
13	
14	Details regarding employee evaluations are delineated in the applicable collective
15	bargaining agreement or employee handbook.
16	
17	Also see BP/AP 3410 titled Nondiscrimination, BP/AP 3420 titled Equal Employment
18	Opportunity, and BP/AP 2435 titled Evaluation of the Superintendent/President.
19	
20	Office of Primary Responsibility: Human Resource Services
	

HUMAN RESOURCES 1 2 **REV 2/2/18** 3 4 PROFESSIONAL DEVELOPMENT 5 AP 7160 References: 6 Education Code Sections 87150 et seg.: 7 8 Accreditation Standard III.A.14 9 10 The District plans for and provides all personnel with appropriate opportunities for 11 continued professional development, consistent with the District's mission. The District 12 13 will evaluate these programs and use the results of the evaluation as the basis for 14 improvement. 15 16 The Superintendent/President shall annually submit to the California Community Colleges Chancellor's Office an affidavit that includes, but is not limited to, contains all 17 of the following: 18 19 20 A statement that the college has an advisory committee, composed of managers, faculty, and staff representatives, which has assisted in the assessment of the 21 faculty and staff development needs and in the design of the plan to meet those 22 23 needs: 24 The college has completed a campus human development resources plan for the 25 26 current and subsequent fiscal years; and 27 A report of the actual expenditures for faculty and staff development for the 28 29 preceding year. 30 31 Office of Primary Responsibility: Human Resource Services

1 **HUMAN RESOURCES** 2 **REV 10/17/17** AP 7175 DISTRICT AWARDS 3 4 References: 5 Education Code Sections 87801 and 88160 6 The Superintendent/President may authorize awards for individuals performing exemplary service to the District or public education. These awards include, but are not 7 8 limited to, the following annual awards authorized by the Governing Board to 9 encourage, honor, and reward employee excellence through the following annual 10 awards: 11 Distinguished Faculty Award for Excellence in Teaching Employee of the Year Awards for the classified, confidential, and supervisory, 12 13 and administrative employee groups, respectively 14 Monetary awards require advance approval by the Governing Board, and where authorized, shall be made consistent with applicable law and be oard policy and 15 administrative procedure. Unless otherwise provided by written, established District 16 procedures, a representative committee appointed by the Superintendent/President or 17 designee shall review nominations of individuals for awards and make recommenda-18 tions, including the amount and type of award, to the Superintendent/ President. 19

Office of Primary Responsibility: Human Resource Services

HUMAN RESOURCES
REV 10/18/17 negligible proposed changes

AP 7211 FULL TIME FACULTY SERVICE AREAS, AND COMPETENCIES

References:

Government Code Sections 995 et seq.;

Education Code Sections 87001, 87003, 87356, 87359, and 87743 et seq.;

Title 5 Sections 53400 et seq.:

Accreditation Standard III.A.2-4

Faculty Service Areas: Faculty service areas shall be established after negotiation and consultation as required by law with the appropriate faculty representatives.

Each faculty member shall qualify for one or more faculty service areas at the time of initial employment.

New faculty members will be assigned faculty service areas by their hiring departments at the time of initial employment. These assignments will be based upon the minimum qualifications pursuant to Education Code Section 87356.

The Human Resources Office shall maintain a permanent record for each faculty member employed by the District. The record shall contain each faculty service area which the faculty member possesses, the minimum qualifications for service, and in which faculty service areas he/she has established competency pursuant to District competency standards. Every three years, the Faculty Senate shall review the faculty service areas for completeness and currency.

A faculty member shall be eligible for qualification in any faculty service area in which the faculty member has met both minimum qualifications pursuant to BP/AP 4015 titled Minimum Qualifications and Equivalencies and District competency standards. After initial employment, a faculty member may apply to the District to add faculty service areas for which the faculty member qualifies. The burden of providing documentation and satisfactory proof of qualification for additional faculty service areas resides with the employee. The application shall be received by the District on or before February 15 in order to be considered in any proceeding pursuant to Education Code Section 87743 during the academic year in which the application is received. Any dispute arising from an allegation that a faculty member has been improperly denied a faculty service area shall be classified and procedurally addressed as a grievance as described in this AP and related procedures.

45 Review and Grievances

The Faculty Senate FSA Review Committee will consist of an administrator with faculty service area responsibility, faculty members from each academic division appointed by Faculty Senate, one counselor and one librarian appointed by the Faculty Senate, and one faculty member appointed by the PFF. This committee will review applications for additional faculty service areas and issues of competence for reassignment purposes.

Disputed decisions of the reviewing committee will be adjudicated by a grievance committee of three tenured faculty members appointed by the Faculty Senate. No member of the grievance committee may sit on the reviewing committee. The decision of the grievance committee shall be final.

In the event that suit is brought against any District employee who participated in the faculty service area process as a result of such participation, the District shall provide for the legal defense of the employee subject to the provisions of applicable law.

Current Faculty Service Areas and Competencies can be found in the collective bargaining agreement between the District and the PFF.

Also see BP/AP 4015 Minimum Qualifications and Equivalencies as well as the District's competency standards.

Office of Primary Responsibility: Human Resource Services

HUMAN RESOURCES REV 10/18/17

AP 7212 TEMPORARY FACULTY

References:

Education Code Sections 87481, 87482, 87482.5, and 87482.8

The District may employ any qualified individual as a temporary faculty member for a complete academic year, but not less than one semester or quarter during an academic year unless the date of rendering first paid service begins during the second semester or third quarter and prior to March 15th. The employment of these persons shall be based upon the need for additional faculty during a particular semester, quarter, or year because a faculty member has been granted leave for a semester, quarter, or year, or is experiencing long-term illness, and shall be limited, in number of persons so employed, to that need.

The District may employ any qualified individual as a temporary faculty member for a complete academic year but not less than a complete semester or quarter during an academic year. The employment of those persons shall be based upon the need for additional faculty during a particular semester or quarter because of the higher enrollment of students during that semester or quarter as compared to the other semester or quarter in the academic year or because a faculty member has been granted leave for a semester, quarter, or year, or is experiencing long-term illness, and shall be limited, in number of persons so employed, to that need. Such employment may be pursuant to contract fixing a salary for the entire semester or quarter. No person, other than a person serving as clinical nursing faculty, shall be so employed for more than two semesters or three quarters within any period of three consecutive years.

A person serving as clinical nursing faculty may be employed for up to four semesters or six quarters within any period of three consecutive years between July 1, 2007 and June 30, 2014, as long as the hiring of that person does not result in an increase in the ratio of part-time to full-time nursing faculty in the District.

Any person who is employed to teach classes for not more than 67 percent of the hours per week that are considered a full-time assignment for regular employees having comparable duties shall be classified as a temporary employee, and shall not become a contract employee. Service as a substitute on a day-to-day basis shall not be used for purposes of calculating eligibility for contract or regular status.

Screening for temporary faculty shall, insofar as possible, be conducted in accordance with District practices and procedures for employment of regular faculty. In particular, there shall be consideration given to principles of selection that assure the greatest opportunity for participation by underrepresented groups as required by Board Policies and Administrative Procedures.

- Also see AP 7120 titled Recruitment and Hiring
- 41 Office of Primary Responsibility: Human Resource Services

Date Approved: 11/18/08; Revised:

1	HUMAN RESOURCES
2	REV 10/18/17 no proposed changes
3	
4	
5	AP 7213 PART-TIME FACULTY: BENEFITS
6	Reference:
7	Education Code Section 87860
8	Refer to the current Palomar Faculty Federation (PFF) Agreement for details regarding
9	part-time faculty benefits.
0	Office of Primary Responsibility: Human Resource Services
0	Chief of Finnary (Cooperioding). Framary (Cooperiod Corvice)

1	HUMAN RESOURCES
2	REV 10/17/17 no proposed changes
3	
4	
5	
6	AP 7214 PART-TIME FACULTY: OFFICE HOURS
7	Reference:
8	Education Code Section 87880
9	Refer to the current Palomar Faculty Federation (PFF) Agreement for details regarding
0	part-time faculty office hours.
1	Office of Primary Responsibility: Human Resource Services

HUMAN RESOURCES

2 **REV 10/18/17 No proposed changes** 3 4 ACADEMIC EMPLOYEES: PROBATIONARY CONTRACT **AP 7215** 5 **FACULTY** 6 7 References: 8 Education Code Sections 87600 et seg. 9 The District shall employ a faculty member for the first academic year of his/ or her employment by contract. Any person who, at the time an employment contract is 10 offered to him/ or her by the District, is neither a tenured employee of the District nor a 11 probationary employee then serving under a second or third contract shall be deemed 12 13 to be employed for "the first academic year of his/ or her employment." 14 A faculty member shall be deemed to have completed his/ or her first contract year if he/she provides service for 75 percent of the first academic year. 15 16 Before making a decision relating to the continued employment of a contract employee, the following requirements shall be satisfied: 17 The employee shall be evaluated in accordance with the evaluation standards 18 and procedures established in accordance with law and the Palomar Faculty 19 Federation collective bargaining agreement. 20 The Governing Board shall receive statements of the most recent evaluations. 21 22 The Governing Board shall receive recommendations from the Superintendent/ President. 23 The Governing Board shall consider the statement of evaluation and the 24 recommendations in a lawful meeting of the Board. 25 26 If a contract employee is working under his/ or her first contract, the Governing Board, at its discretion, shall elect one of the following alternatives: 27 28 Not enter into a contract for the following academic year 29 Enter into a contract for the following academic year 30 Employ the contract employee as a regular employee for all subsequent academic vears 31 32 If a contract employee is working under his or her second contract, the Governing Board, at its discretion, shall elect one of the following alternatives: 33 34 Not enter into a contract for the following academic year

Enter into a contract for the following two academic years

- Employ the contract employee as a regular employee for all subsequent academic years

If a contract employee is employed under his or her third consecutive contract, the Governing Board shall elect one of the following alternatives:

- Employ the probationary employee as a tenured employee for all subsequent academic years
- Not employ the probationary employee as a tenured employee

The Governing Board shall give written notice of its decision and the reasons therefore to the employee on or before March 15 of the academic year covered by the existing contract. The notice shall be by registered or certified mail to the most recent address on file with the Human Resource Services Office. Failure to give the notice as required to a contract employee under his or second contract shall be deemed an extension of the existing contract without change for the following academic year.

The Governing Board shall give written notice of its decision under Education Code Section 87609 and the reasons therefore to the employee on or before March 15 of the last academic year covered by the existing contract. The notice shall be by registered or certified mail to the most recent address on file with the Human Resource Services Office. Failure to give the notice as required to a contract employee under his/ er her third consecutive contract shall be deemed a decision to employ him/ er her as a regular employee for all subsequent academic years.

Office of Primary Responsibility: Human Resource Services

1 2 3	REV 3/2/18
4	AP 7216 EMPLOYEE GRIEVANCE/COMPLAINT PROCEDURES
5 6 7	References: Education Code Section 87610.1; Faculty Senate Website
8 9	Procedures for resolution of grievances or complaints involving contractual issues are contained in the applicable collective bargaining agreement or employee handbook.
10 11 12 13	Complaints regarding non-contractual issues which may involve faculty members, administrative staff, classified staff, and/or students may be addressed utilizing established agreements within the applicable collective bargaining agreement(s) or employee handbook(s) the guidelines for the Faculty Senate's Academic Due Process Procedure.
14	Also see BP 7361 titled Academic Due Process.
15	Office of Primary Responsibility: Human Resource Services

1	HUMAN RESOURCES
2	REV 10/18/17 no proposed changes
3	
4	
5	AP 7231 SENIORITY
6	References:
7	Education Code Sections 87743 et seq., 88017(b), 88117, and 88127
8	The Governing Board shall make assignments and reassignments in a manner that
9	employees shall be retained to render any service which their seniority and
10	qualifications entitle them to render. Refer to the appropriate collective bargaining
11	agreement or employee handbook for details regarding seniority.
12	Office of Primary Responsibility: Human Resource Services

1	HUMAN RESOURCES
2	REV 10/18/17 no proposed changes
3	
4 5	AP 7232 CLASSIFICATION REVIEW
6 7	References: Education Code Sections 88001 and 88009
8 9 10	Every position in the classified service in the District shall be assigned a classification. These classifications will determine the salary levels that shall be applied to these positions.
11 12 13	Subject to applicable employee agreements and handbooks, review of class specifications shall be undertaken to revise and update the duties and/or responsibilities of positions in the classified service.
14	Office of Primary Responsibility: Human Resource Services

1 2 3	HUMAN RESOURCES REV 10/17/17 no proposed changes
4 5	AP 7233 CLAIMS FOR WORK OUT OF CLASSIFICATION
6 7	Reference: Education Code Section 88010
8 9 10 11	Classified employees shall not be required to perform duties that are not fixed and prescribed for the position by the Governing Board unless the duties reasonably relate to those fixed for the position, for any period of time that exceeds five working days within a 15-calendar-day period except as authorized in these procedures.
12 13 14 15 16	An employee may be required to perform duties inconsistent with those assigned to the position for a period of more than five working days if his/ er her salary is adjusted upward for the entire period he/she is required to work out of classification and in amounts that will reasonably reflect the duties required to be performed outside his/ er her normal assigned duties.
17	Also refer to the applicable collective bargaining agreement or employee handbook.
18	Office of Primary Responsibility: Human Resource Services

HUMAN RESOURCES 1 2 REV 10/18/17 no proposed changes 3 4 **CLASSIFIED EMPLOYEE OVERTIME AP 7234** 5 6 References: 7 Education Code Sections 88027, 88028, 88029, and 88030 Overtime is defined to include any time required to be worked in excess of eight hours 8 in any one day and in excess of 40 hours in any calendar week. If the Governing Board 9 establishes a workday of less than eight hours but seven hours or more and a 10 workweek of less than 40 hours but 35 hours or more for all of its classified positions or 11 for certain classes of classified positions, all time worked in excess of the established 12 workday and workweek shall be deemed to be overtime. 13 14 The foregoing provisions do not apply to: classified positions for which a workday of fewer than seven hours and a 15 workweek of fewer than 35 hours has been established 16 positions for which a workday of eight hours and a workweek of 40 hours has 17 been established, but in which positions employees are temporarily assigned to 18 19 work fewer than eight hours per day or 40 hours per week when such reduction in hours is necessary to avoid layoffs for lack of work or lack of funds and the 20 21 consent of the majority of affected employees to such reduction in hours has 22 been first obtained 23 For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, 24 25 compensatory time off, or other paid leave of absence shall be considered as time worked by the employee. 26 When compensatory time off is authorized in lieu of cash compensation, such 27 28 compensatory time off shall be granted within 12 calendar months following the month in which the overtime was worked and without impairing the services rendered by the 29 30 District. An employee having an average workday of four hours or more during the workweek 31 shall, for any work required to be performed on the sixth or seventh day following 32 commencement of the workweek, be compensated at a rate equal to 1 1/2 times the 33 34 regular rate of pay of the employee designated and authorized to perform the work. 35 An employee having an average workday of less than four hours during a workweek shall, for any work required to be performed on the seventh day following the

commencement of his/or her workweek, be compensated for at a rate equal to 1 1/2

38 39	times the regular rate of pay of the employee designated and authorized to perform the work.
40 41	Persons serving in supervisory, administrative, or executive positions that are classified as administrators shall be excluded from these procedures regarding overtime.
42	Also refer to the applicable collective bargaining agreement or employee handbook
43	Office of Primary Responsibility: Human Resource Services

1	HUMAN RESOURCES
2	REV 10/18/17 No proposed changes
3	
4	
5	AP 7235 PROBATIONARY PERIOD: CLASSIFIED EMPLOYEES
6	Reference:
7	Education Code Section 88013
8	Subject to provisions in the applicable collective bargaining agreement or employee
9	handbook, the Governing Board establishes a probationary period of one year as
10	permitted by statute.
11	Office of Primary Responsibility: Human Resource Services

Date Approved: 11/18/08; Revised:

1	HUMAN RESOURCES
2	REV 10/18/17 No proposed changes
3	AP 7237 LAYOFFS
4 5	References: Education Code Section 87743, 88117, and 88127
6 7	Refer to the applicable collective bargaining agreement or employee handbook for details regarding layoffs.
8	Office of Primary Responsibility: Human Resource Services

1	HUMAN RESOURCES
2	REV 12/1/17 Negligible proposed changes
3	
4	
5	AP 7240 CONFIDENTIAL EMPLOYEES
6	Reference:
7	Government Code Section 3540.1(c)
8	Confidential employees shall receive the same salary and health benefits as non-
9	confidential employees who work under the same job titles or, in the case of classified
10	employees, who work in the same classifications.
4.4	
11	These procedures which include Further details regarding confidential employee hiring,
12	evaluation, transfer, classification/reclassification, work schedule, compensation,
13	benefits, leaves, resignation, complaint procedure, and layoffs are published in the
14	Confidential and Supervisory Team (CAST) Handbook.
1 5	Office of Drimany Responsibility, Human Resource Consider
15	Office of Primary Responsibility: Human Resource Services

1 **HUMAN RESOURCES** 2 **REV 2/2/18** 3 4 **AP 7330 COMMUNICABLE DISEASE** 5 6 References: Education Code Sections 87408, 87408.6, and 88021 7 8 The intent of this procedure is to protect public health from diseases that could be 9 transmitted via the scope/nature of the position and not to discriminate against individuals. For successful applicants for academic positions who have not been previously 10 employed in academic positions within the state: 11 A medical certificate is required showing that the applicant is free from 12 13 communicable disease, including but not limited to active tuberculosis, which 14 would render the applicant unfit to instruct or associate with students. Such 15 certificate shall be obtained from the applicant after an offer of employment is made but before the applicant commences employment 16 17 The medical certificate shall be submitted by a physician/physician assistant/nurse practitioner or surgeon as authorized by code. 18 19 The medical examination upon which the certification is based shall be conducted not more than six months before the submission of the certificate and 20 shall be at the expense of the applicant 21 22 A contract of employment may be offered to an applicant subject to the submission of the required medical certificate 23 24 The medical certificate becomes a part of the personnel record of the employee and is open to the employee or his or her designee 25 For current employees: 26 27 Subject to the provisions of applicable collective bargaining agreements and 28 employee handbooks, the District may require an employee to undergo a medical examination at District expense to determine that the employee is free from 29 communicable disease which would render the employee unfit to instruct or 30 31 associate with students, including but not limited to active tuberculosis, that could 32 be transmitted via activities reasonably within the scope of employment 33 34 Human Resource Services shall provide notice to the employee of the District-35 paid examination. Such notice shall state the reason for the examination and the

36

date by which the examination must be completed

3	7
3	8

40 41

42

43

Following a District-paid medical examination, the District may require that the
employee submit a medical certificate from a licensed physician/physician
assistant/nurse practitioner or surgeon stating that the employee is free from
communicable disease. Failure or refusal to submit such certification in a timely
manner may cause the District to exclude the employee from service until such
time as the employee provides the certification

44 45

If an employee is not certified as free from communicable disease, the District will refer the applicant and report to a local public health official. The local public health official shall advise the District when the applicant or employee can be certified free from communicable disease.

46 47

48

This procedure is limited to examinations and certification for freedom from

49 50 communicable disease. For fitness for duty applicant and employee physical and/or mental examinations, see BP 7335 titled Health Examinations.

51

- Also, see BP/AP 5210 titled Communicable Disease (related to students), BP 7335
- titled Health Examinations, and AP 7336 titled Certification of Freedom from
- 53 Tuberculosis
- Office of Primary Responsibility: Human Resource Services

1

5 6 7

8 9 10

11

12

13 14

25 26 27

23

24

29 30 31

32

33

34

35

28

36 37 38

39 40 41

> 43 44 45

42

HUMAN RESOURCES REV 2/2/18

AP 7336 CERTIFICATION OF FREEDOM FROM TUBERCULOSIS

Reference:

Education Code Section 87408.6

Except as provided herein, no person shall be initially employed by the District in an academic or classified position unless the person has, submitted to an examination within the past 60 days to determine that he/she is free of active tuberculosis, by a physician and surgeon licensed under the California Business and Professions Code. within the last 60 days, submitted to a tuberculosis risk assessment developed by the State Department of Public Health and the California Tuberculosis Controllers Association and, if risk factors are present, an examination to determine that he/she is free of active tuberculosis, by a physician or and surgeon licensed under the California Business and Professions Code. This examination shall consist of an X-ray of the lungs or an approved intra-dermal tuberculin test, which, if positive, shall be followed by an Xray of the lungs. This examination is a condition of initial employment and the expense shall be borne by the applicant.

The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a physician /physician assistant/nurse practitioner or and surgeon licensed under the Business and Professions Code.

Human Resource Services may exempt, for a period not to exceed 60 days following termination of the pregnancy, a pregnant employee from the requirement that a positive intra-dermal tuberculin test be followed by an X-ray of the lungs.

Thereafter, employees who are skin test negative, or were not tested because of a lack of risk factors, are required to undergo the foregoing tuberculosis risk assessment and, if risk factors exist, examination at least once every four years upon recommendation of the local health officer for so long as the employee remains skin test negative. Once an employee has a documented positive skin test that has been followed by an X-ray, the foregoing tuberculosis risk assessments and examinations shall no longer be required and referral shall be made within 30 days of completion of the examination to the local health officer to determine the need for follow up care.

If risk factors were present at the tuberculosis risk assessment and an examination occurs, aAfter the examination, each an employee shall cause to be on file with the District a certificate from the examining physician /physician assistant/nurse practitioner or and surgeon showing the employee was examined and found free from active tuberculosis.

This procedure shall not apply to any employee of the District who files an affidavit stating that he/she adheres to the faith or teachings of any well-recognized religious sect, denomination, or organization and in accordance with its creed, tenets, or principles depends for healing upon prayer in the practice of religion and that to the best of his/her knowledge and belief he/she is free from active tuberculosis. If at any time there should be probable cause to believe that the applicant is afflicted with active tuberculosis, he/she may be excluded from service until the Office of Human Resource Services is satisfied that he/she is not so afflicted.

A person who transfers his er her employment from another school or community college district shall be deemed to meet the requirements of this procedure if the person can produce a certificate that verifies that he/she was examined within the past four years had a tuberculosis risk assessment that showed no risk factors were present or was examined and was found to be free of communicable tuberculosis or if it is verified by the district previously employing him er her that it has a certificate on file that contains that showing.

A person who transfers his or her employment from a private or parochial elementary school, secondary school, or nursery school to the District shall be deemed to meet the requirements of this procedure if the person can produce a certificate as provided for in Health and Safety Code Section 121525 of the Health and Safety Code that shows that he/she within the past four years had a tuberculosis risk assessment that showed no risk factors were present or was examined and was found to be free of communicable tuberculosis, or if it is verified by the school previously employing him or her that it has the certificate on file.

Office of Primary Responsibility: Human Resource Services

HUMAN RESOURCES REV 10/18/17

AP 7337 FINGERPRINTING

References:

Education Code Sections 87013 and 88024; Penal Code Sections 11077.1 and 11102.2

All District employees shall be required to have fingerprints taken at the employee's expense at an approved Live Scan location prior to starting employment. For employees coming from out-of-state, the electronic fingerprints and applicable fees will be forwarded to the Department of Justice to ascertain if the applicant or employee has any record of previous arrests or convictions. The Department of Justice will forward any findings to the Human Resource Services Office Human Resource Services will evaluate findings to ensure all criminal activity was reported and that no offense would disqualify the applicant from employment.

All District volunteers are also required to have fingerprints taken via Live Scan prior to volunteering their service. The costs of Live Scan fingerprinting for volunteers and student workers will be paid by the District. For all other applicants, the costs of fingerprinting are the sole responsibility of the applicant.

The Vice President for Human Resources will designate one or more employees to receive, store, disseminate, and destroy criminal records furnished by the California Department of Justice and to serve as the contact for the California Department of Justice for related issues. Any such employee must be confirmed by the California Department of Justice as required by law and pursuant to California Department of Justice procedures. The Chief Human Resources Officer will notify the California Department of Justice by March 1 of each year beginning on March 1, 2012, of the individual(s) designated.

The Chief Human Resources Officer shall ensure that criminal history record information is destroyed once the District's business need for the information is fulfilled.

The District will maintain criminal history records on applicable District police department personnel in accordance with P.O.S.T. requirements.

Also see AP 7126 titled Background Investigations and AP 7127 titled Restrictions Governing the Employment of Applicants with Criminal Records.

Office of Primary Responsibility: Human Resource Services

Office of Primary Responsibility: Human Resource Services

1 2 3	HUMAN RESOURCES REV 2/2/18
5 4 5	AP 7340 LEAVES
6	References:
7	Education Code Sections 87763 et seg. and 88190 et seg.;
8	Labor Code Sections 234 and 245 et seg.
9	
10	The District recognizes several different forms of leave for employees as delineated in
11	the collective bargaining agreements and employee handbooks. Employees are
12	responsible for completing and <mark>filing</mark> submitting required appropriate leave
13	documentation forms at the earliest possible date. Information relative to absences and
14	leaves exclusive of medical information shall be made a matter of record included in the
15	employee's personnel file.
16	Also see AP 7343 titled Industrial Accidents, AP 7344 titled Notifying District of Illness,
17	and AP 7347 titled Family Medical Leave.

1	HUMAN RESOURCES
2	REV 10/18/17 no proposed changes
3	
4	
5	AP 7342 HOLIDAYS
6	Reference:
7	Education Code Section 79020
8 9	Official District holidays will be established upon approval by the Governing Board. Designated holidays are determined through the annual state and federally approved
10	holidays and in conjunction with the District's master calendar process and subject to
11	the applicable collective bargaining agreement or employee handbook.
12	Also see BP/AP 4010 titled Academic Calendar
13	Office of Primary Responsibility: Human Resource Services

1 HUMAN RESOURCES

2 AP 7343 INDUSTRIAL ACCIDENTS AND ILLNESS LEAVE

References:

3

4

5

6

7

Education Code Sections 87787 and 88192

The specific procedures for industrial accident leaves of absence are contained in the appropriate collective bargaining agreement and employee handbooks.

Academic Employees

- 8 Academic employees shall be entitled to not less than 60 days leave on account of an
- 9 industrial accident or illness in any one fiscal year for the same accident.
- Allowable leave shall not be accumulated from year to year.
- 11 Industrial accident or illness leave shall commence on the first day of absence.
- When an academic employee is absent from his/or her duties on account of an
- industrial accident or illness, the employee shall be paid the portion of the salary due to
- him/ or her for any month in which the absence occurs as, when added to his/ or her
- temporary disability indemnity under the Labor Code, will result in a payment to the
- employee of not more than his or her full salary. "Full salary," shall be computed so
- that it shall not be less than the employee's "average weekly earnings" as that phrase is
- used in Labor Code Section 4453 of the Labor Code. For purposes of this section,
- however, the maximum and minimum average weekly earnings set forth in Labor Code
- 20 Section 4453 of the Labor Code shall otherwise not be deemed applicable.
- 21 Industrial accident or illness leave shall be reduced by one day for each day of
- 22 authorized absence regardless of a temporary disability indemnity award.
- When an industrial accident or illness leave overlaps into the next fiscal year, the
- employee shall be entitled to only the amount of unused leave due him/ or her for the
- same illness or injury.
- Upon termination of the industrial accident or illness leave, the employee shall be
- entitled to the benefits provided in Education Code Sections 87780, 87781, and 87786,
- and, for the purposes of each of these sections, his/ er her absence shall be deemed to
- 29 have commenced on the date of termination of the industrial accident or illness leave.
- 30 However, if the employee continues to receive temporary disability indemnity, he/she
- may elect to take as much of his/ or her accumulated sick leave which, when added to
- his/or her temporary disability indemnity, will result in a payment to the employee of not
- 33 more than his/ or her full salary.

34 During any paid leave of absence, the employee may endorse to the District the 35 temporary disability indemnity checks received on account of his or her industrial accident or illness. The District shall issue the employee appropriate salary warrants for 36 37 payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and 38 retained by the employee for periods covered by the salary warrants. 39 Any employee receiving benefits as a result of this section, during periods of injury or 40 illness, shall remain within the State of California unless the Governing Board 41 authorizes travel outside the state. 42 43 **Classified Employees** 44 Classified employees shall be entitled to not less than 60 days leave on account of an 45 industrial accident or illness, in any one fiscal year for the same accident. Allowable leave shall not be accumulative from year to year. 46 47 Industrial accident or illness leave of absence will commence on the first day of 48 absence. 49 Payment for wages lost on any day shall not, when added to an award granted the 50 employee under the workers' compensation laws of this state, exceed the normal wage for the day. 51 52 Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation. 53 54 When an industrial accident or illness occurs at a time when the full 60 days will overlap 55 into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or 56 57 injury. 58 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code Section 88191. When entitlement to industrial accident 59 or illness leave has been exhausted, entitlement to other sick leave will then be used; 60 61 but if an employee is receiving workers' compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated 62 compensating time, vacation or other available leave which, when added to the workers' 63 64 compensation award, provide for a full day's wage or salary. 65 Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee. 66 67 During all paid leaves of absence, whether industrial accident leave as provided in this

68

69

procedure, sick leave, vacation, compensated time off, or other available leave provided

by law or the action of the District, the employee shall endorse to the District wage loss

Office of Primary Responsibility: Human Resource Services

70 benefit checks received under the workers' compensation laws of this state. The 71 District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. 72 73 Reduction of entitlement to leave shall be made only in accordance with this procedure. 74 When all available leaves of absence, paid or unpaid, have been exhausted and if the 75 employee is not medically able to assume the duties of the person's position, the person, if not placed in another position, shall be placed on a reemployment list for a 76 77 period of 39 months. When available, during the 39-month period, the person shall be 78 employed in a vacant position in the class of the person's previous assignment over all 79 other available candidates except for a reemployment list established because of lack of 80 work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. 81 Any employee receiving benefits as a result of this section shall, during periods of injury 82 or illness, remain within the State of California unless the Governing Board authorizes 83 84 travel outside the state. 85 An employee who has been placed on a reemployment list, as provided above, who has been medically released for return to duty and who fails to accept an appropriate 86 assignment, shall be dismissed. 87

1	HUMAN RESOURCES
2	REV 10/23/17 no proposed changes
3	
4	
5	AP 7344 NOTIFYING DISTRICT OF ILLNESS
6	Reference:
7	Education Code Section 88191
8	Procedures for notification of employee illness are delineated in the applicable collective
9	bargaining agreement or employee handbook.
10	Office of Primary Responsibility: Human Resource Services

Date Approved: 11/18/08; Revised:

1 2 3	HUMAN RESOURCES REV 10/23/17 negligible changes
4 5	AP 7345 CATASTROPHIC LEAVE PROGRAM
6 7	Reference: Education Code Section 87045
8 9 10 11	The District has established a catastrophic leave program consistent with Education Code Section 87045 to permit employees of the District to donate eligible leave credits to an employee when that employee or a member of his feet her family suffers from a catastrophic illness or injury.
12 13	See the applicable collective bargaining agreement or employee handbook for specific information related to Catastrophic Leave.
14	Office of Primary Responsibility: Human Resource Services

HUMAN RESOURCES REV 10/18/17 no proposed changes

AP 7346 EMPLOYEES CALLED TO MILITARY DUTY

References:

Education Code Sections 87018, 87700, 87832, and 88116; Government Code Sections 19775 et seq.; Military and Veteran's Code Sections 389 et seq.; 38 U.S. Code Sections 4301 et seq.

The following applies to any District employee, academic or classified, who enters the active military service of the United States of America or of the State of California, including active service in any uniformed auxiliary of any branch of the military service, during any period of national emergency declared by the President of the United States or during any war in which the United States of America is engaged.

17 Leave

Upon presentation of a copy of orders for active duty in the Armed Forces, the National Guard, or the Naval Militia, the District shall grant a military leave of absence for the period of active duty specified in the orders, but not to exceed five years for a permanent, probationary, or exempt employee, or for the remainder of a limited-term employee's appointment or a temporary employee's appointment.

Salary

Any District employee called to active duty who has been in the service of the District for at least one year will continue to receive his/ or her salary for the first 30 calendar days of ordered military service. Employees who are members of the National Guard will continue to receive salary for the first 30 calendar days of active service regardless of length of service with the District.

In addition, the District may provide for not more than 180 calendar days as part of the employee's compensation all of the following:

- The difference between the amount of his/ or her military pay and allowances and the amount the employee would have received as an employee, including any merit raises that would otherwise have been granted during the time the individual was on active military duty.
- All benefits that he/she would have received had he/she not been called to active military duty unless the benefits are prohibited or limited by vendor contracts.

Employees returning from military leave shall have their salary adjusted to reflect salary increases that are not based on merit.

40 41 42	Health Benefits An employee on military leave for less than 31 days shall continue to receive health insurance benefits.
43 44	Employees on leave for longer than 30 days may elect to continue health care coverage for themselves and their eligible dependents for a maximum period of 18 months.
45 46 47	Returning veteran employees whose coverage was terminated because of military leave will not be subject to any exclusion or waiting period prior to reinstatement of health coverage.
48 49 50 51	Vacation and Sick Leave Employees on military leave accrue any benefits the District provides to other employees, e.g. if employees on other approved leaves are permitted to accrue vacation or sick leave, employees on military leave will do so as well.
52 53	Employees on military leave shall accrue any benefits afforded by any collective bargaining agreement negotiated during their absence.
54 55 56	Any employee on temporary military leave for training who has worked for the District for at least one year shall continue to accrue vacation, sick leave, and holiday privileges up to a maximum period of 180 days.
57 58 59 60	Reinstatement An employee on active duty military leave shall be entitled to return to the position held by him/ er her at the time of his/ er her entrance into the service within six months after the employee honorably leaves the service or is placed on inactive duty.
61 62 63 64 65 66	In the case of a contract academic employee, absence on military leave shall not count as part of the service required for the acquisition of tenure, but the absence shall not be construed as a break in the continuity of service. If the employee was employed by the District for more than one year, but had not yet become a regular academic employee of the District, he/she is entitled to return to the position for the period of time his/ or her contract of employment had to run at the time he/she entered military service.
67 68	In the case of an academic employee, absence on military leave shall not be construed as a break in the continuity of service.
69	In the case of a classified employee, absence on military leave shall not be construed

as a break in the continuity of service.

Office of Primary Responsibility: Human Resource Services

69

70

71

1 **HUMAN RESOURCES** 2 REV 10/23/17 no proposed changes 3 4 USE OF DISTRICT RESOURCES FOR POLITICAL ACTIVITY **AP 7370** 5 References: 6 7 Education Code Sections 7050 et seg. As the District encourages and promotes academic freedom and free speech, this 8 9 procedure is not intended to limit free speech. The following policies/procedures address academic freedom and free speech: BP/AP 4030 titled Academic Freedom, 10 BP/AP 5550 titled Speech: Time, Place, and Manner, and BP/AP 6700 titled Other 11 12 Facilities Use (Civic Center Act). 13 No District funds, services, supplies, or equipment may be used to urge the support or defeat of any ballot measure or candidate, including but not limited to any candidate for 14 election to the Governing Board. 15 District resources may be used to provide information to the public about the possible 16 17 effects of a bond issue or other ballot measure if both the following conditions are met: The informational activities are otherwise authorized by the Constitution or laws 18 19 of the State of California and 20 The information provided constitutes a fair and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment regarding the bond 21 22 issue or ballot measure 23 Any administrator or member of the Governing Board may appear before a citizens' group that requests the appearance to discuss the reasons why the Governing Board 24 25 called an election to submit to the voters a proposition for the issuance of bonds and to respond to inquiries from the citizens' group. 26 27 An officer or employee of the District may solicit or receive political funds or 28 contributions to promote the support or defeat of a ballot measure that would affect the 29 rate of pay, hours of work, retirement, civil service, or other working conditions of officers or employees of the District. Such activities are prohibited during working 30 hours. Entry into buildings and grounds of the District for the use of urging the support 31 32 or defeat of any ballot during working hours is prohibited. Such activities are permitted during nonworking time. "Nonworking time" means time outside an employee's working 33 hours, whether before or after the work day or during the employee's lunch period or 34 35 other breaks during the day. 36 Disrupting the work of an employee or student during his/her work or class period for political activities is prohibited. 37

- For other issues related to political activity, see BP/AP 4030 titled Academic Freedom,
 BP/AP 5550 titled Speech: Time, Place, and Manner, BP 2716 titled Governing Board
 Member Political Activity, and BP/AP 6700 titled Other Facilities Use (Civic Center Act)
- Office of Primary Responsibility: Human Resource Services

1		HUMAN RESOURCES
2		REV 10/22/17 no proposed changes
3 4		
5	AP 7375	TAX-SHELTERED ANNUITIES/DEFERRED COMPENSATION
6		PROGRAMS
7	Reference <u>s</u>	;
8	No re	eference <u>s</u>
9	With the exc	ception of student workers and employees whose contributions would not
0		0 per year and subject to applicable collective bargaining agreements or
1	' '	andbooks, the District authorizes the participation of District employees in
2		d annuities and deferred compensation programs. Detailed information
3		vestment options and associated enrollment forms are available online via
4	the Human	Resource Services website.
5	Also see BF	7130 titled Compensation and BP 7385 titled Salary Deductions
6	Office of Pri	mary Responsibility: Human Resource Services

REV 11/2/17

1 **HUMAN RESOURCES** 2 3 4 **AP 7600** PALOMAR COLLEGE POLICE DEPARTMENT 5

6 7

Reference:

Education Code Section 72330

8 9 10

11

12

13

Palomar College Police Department

The Chief Human Resources Officer is delegated the responsibility to establish minimum qualifications of employment for the Palomar College Chief of Police including but not limited to the conditions contained in Board Policy (see BP 7600 titled Palomar College Police Department).

14 15 16

17

18

The Chief Human Resources Officer is delegated the responsibility to establish minimum qualifications of employment for the Palomar College Chief of Police Department including but not limited to the conditions contained in Board Policy (see BP 7600 titled Palomar College Police Department).

19 20 21

22

Every member of the police department first employed by the District before July 1, 1999, must, in order to retain his/her employment, meet the requirements of Education Code Section 72330.2, including but not limited to:

23 24 25

26

27

Submission of one copy of his/her fingerprints which shall be forwarded to the Federal Bureau of Investigation

28 29

A determination that the employee is not a person prohibited from employment by a California community college district and

30 31 If the employee is required to carry a firearm, is not a person prohibited from possessing a firearm

33 34 35

32

Every member of the Palomar College Police Department shall be supplied with, and authorized to wear, a badge bearing words "Palomar College Police." Every member of the Department shall be issued a Police Department identification card.

36 37

In addition, the minimum qualifications and other requirements for full-time positions in the Police Department include:

38

Equivalent to completion of the 12th grade

39 40 Satisfactory passage of a physical examination Satisfactory passage of FBI and California Department of Justice fingerprint

41 42

Psychological evaluation

check

- 43 Polygraph examination
- 44 Passage of a background investigation
 - Possession of a valid Class "C" California driver license
 - Possession of, or ability to obtain, valid CPR/AED and First Aid Certification and/or EMT Certification

This procedure is subject to the provisions in the applicable collective bargaining agreement or employee handbooks.

49 50 51

48

45

46 47

Salaries and working conditions for Palomar College Police Department permanent and probationary full-time and part-time employees shall be established after appropriate negotiations with their exclusive representative.

53 54 55

52

The Chief Human Resources Officer, in cooperation with the Chief of Police, shall issue other regulations as may be necessary for the administration of the Palomar College Police Department, including but not limited to:

57 58 59

60

64

65

56

- Schedules and shifts
- Call back procedures
- Less lethal weapons safety and practical application
- Firearms safety and practical application
- 63 · Use of vehicles
 - Pursuit policies
 - Disciplinary procedures
- Lexipol police department policy and procedures
- 67 · Use of force
 - Training

68 69 70

71 72 The Palomar College Police Department shall cooperate with local law enforcement in accordance with an agreement to be entered into in accordance with the requirements of Education Code Section 67381. The agreement shall address, but not be limited to, the following:

73 74 75

76

77

78

- Operational responsibilities for investigations of the following violent crimes:
 willful homicide, forcible rape, robbery, aggravated assault
- Geographical boundaries of the operational responsibilities and
- Mutual aid procedures

79 80

Office of Primary Responsibility: Human Resource Services

HUMAN RESOURCES

AP 7700 WHISTLEBLOWER PROTECTION

References:

Education Code Sections 87160-87164;

Labor Code Sections 1102.5 and 2698 (Private Attorney General Act of 2004);

Government Code Section 53296;

Affordable Care Act (29 U.S.C. Code Section 218C)

Individuals are encouraged to report suspected incidents of unlawful activities by District employees in the performance of their duties. Reports will be investigated promptly and appropriate remedies applied. Employees who, with reasonable cause, reported such activities and/or assist the District in the investigation will be protected from retaliation.

This procedure sets out the processes for responding to and investigating reports of unlawful activities, as defined in BP 7700 titled Whistleblower Protection, and addressing complaints of retaliation for making such reports.

Filing a Report of Suspected Unlawful Activities

Any person may report allegations of suspected unlawful activities. Knowledge or suspicion of such unlawful activities may originate from academic personnel, staff, or administrators carrying out their assigned duties, internal or external auditors, law enforcement, regulatory agencies, customers, vendors, students, or other third parties.

Anonymous reports will be investigated to the extent possible. However, employees are strongly encouraged not to report anonymously because doing so impedes the District's ability to thoroughly investigate the claim and take appropriate remedial measures. As set forth fully below, retaliation against individuals who report suspected unlawful activities will not be tolerated.

Normally, a report by a District employee of allegations of a suspected unlawful activity should be made to the reporting employee's immediate supervisor or other appropriate administrator or supervisor within the operating unit. However, if the report involves or implicates the direct supervisor or others in the operating unit, the report may be made to any another District official whom the reporting employee believes to have either responsibility over the affected area or the authority to review the alleged unlawful activity on behalf of the District. When the alleged unlawful activity involves the Superintendent/President, the report should be made to the President of the Governing Board. When the alleged unlawful activity involves the Governing Board or one of its members, the report should be made to the Superintendent/President who will confer with the President of the Governing Board and/or legal counsel on how to proceed.

Allegations of suspected unlawful activities should be made in writing so as to assure a clear understanding of the issues raised, but may be made orally. Such reports should

- be factual and contain as much specific information as possible. The receiving supervisor or administrator should elicit as much information as possible. If the report is made orally, the receiving supervisor or administrator shall reduce it to writing and make every attempt to get the reporter to confirm by his/ or her signature that it is accurate and complete.
 - Once the receiving supervisor or administrator has received and/or prepared a written report of the alleged unlawful activity, he/she must immediately forward to the Superintendent/President. However, if this process would require submitting the report to an employee implicated in the report, the receiving supervisor or administrator should follow the reporting options outlined, above. The high-level administrator or trustee who receives the written report pursuant to this paragraph is responsible for ensuring that a prompt and complete investigation is made by an individual with the competence and objectivity to conduct the investigation, and that the assistance of counsel and/or an outside investigator is secured if deemed necessary.
 - In the course of investigating allegations of unlawful conduct, all individuals who are contacted and/or interviewed shall be advised of the District's no-retaliation policy. Each individual shall be: a) warned that retaliation against the reporter(s) and/or others participating in the investigation will subject the employee to discipline up to and including termination; and b) advised that if he/ or she experiences retaliation for cooperating in the investigation, then it must be reported immediately.
 - In the event that an investigation into alleged unlawful activity determines that the allegations are accurate, prompt, and appropriate corrective action shall be taken.

Protection from Retaliation

- When a person makes a good-faith report of suspected unlawful activities to an appropriate authority, the report is known as a protected disclosure. District employees and applicants for employment who make a protected disclosure are protected from retaliation. A District employee or applicant whose family member makes a protected disclosure is also protected from retaliation.
- Any employee who believes he/er she has been (1) subjected to or affected by retaliatory conduct for reporting suspected unlawful activity, or (2) for refusing to engage in activity that would result in a violation of law, should report such conduct to the appropriate supervisory personnel (if such supervisory personnel is not the source of or otherwise involved in the retaliatory conduct). Any supervisory employee who receives such a report, or who otherwise is aware of retaliatory conduct, is required to advise the Superintendent/President or the Superintendent/President's designee. If the allegations of retaliation or the underlying allegations of unlawful conduct involve the Superintendent/President, the supervisor shall report to the highest level administrator and/or Governing Board member who is not implicated in the reports of unlawful activity and retaliation.

79	All allegations of retaliation shall be investigated promptly and with discretion, and all
80	information obtained will be handled on a "need to know" basis. At the conclusion of an
81	investigation, as appropriate, remedial and/or disciplinary action will be taken where the
82	allegations are verified and/or otherwise substantiated.

Requirement to Post Whistleblower Hotline

83

91

- Employees who have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by a corporation or limited liability company to its shareholders, investors, or employees should contact the California Community College Chancellor's Office or the Governing Board for the District. Employees can contact the State Personnel Board with complaints of retaliation resulting from whistleblower activities. The State Personnel Board hotline is (916) 653-1403.
 - Other Remedies and Appropriate Agencies
- In addition to the internal complaint process set forth above, any employee who has information concerning allegedly unlawful conduct may contact the appropriate government agency.
- Office of Primary Responsibility: Human Resource Services



Page No.

1 11:23:55 AM

Run Time Run Date

ate March/28/2018

<u>PO#</u>	<u>Date</u>	Vendor Name	Category	<u>Department</u>	Amount		
Equipment ar	Equipment and Supplies						
0000015327	02/14/18	EL PUERTO MEXICAN & SEAFOOD	FOOD FOR MEETINGS	STRONG WORKFORCE	500.00		
0000015363	02/26/18	ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	EQ INSTR ADD 1K-4999; GUNS;CPU	WELLNESS CENTER	97.10		
0000015363	02/26/18	ADVANCED HEALTHSTYLES FITNESS EQUIPMENT	EQ INSTR ADD 1K-4999; GUNS;CPU	WELLNESS CENTER	20,784.05		
0000015388	03/01/18	MUSICIANS FRIEND INC	INSTR SUPPL/MATERIALS	THEATRE ARTS	592.63		
0000015389	03/02/18	GTECH FITNESS INC	EQ INSTR ADD 1K-4999; GUNS;CPU	THEATRE ARTS	2,251.76		
0000015390	03/02/18	GREG SMITH EQUIPMENT SALES LLC	INSTR SUPPL/MATERIALS	AUTOMOTIVE TECHNOLOGY T&	477.18		
0000015391	03/02/18	HP INC	EQUIP TECH NONINSTR 5K OR MORE	FINANCIAL AID & SCHOLARS	259.26		
0000015392	03/02/18	DELL COMPUTER CORPORATION	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	7,054.77		
0000015403	03/05/18	MEDICAL SHIPMENT LLC	SHIPPING/HANDLING CHARGES	NURSING EDUCATION	45.87		
0000015403	03/05/18	MEDICAL SHIPMENT LLC	INSTR SUPPL/MATERIALS	NURSING EDUCATION	364.80		
0000015404	03/05/18	DELL COMPUTER CORPORATION	EQUIP TECH NONINSTR < 5000	MATRICULATION DEPARTMEN	2,311.38		
0000015406	03/05/18	PRINT WORLD	NONINSTR SUPPLIES/MATERIALS	GEAR UP	558.15		
0000015409	03/05/18	SNAP-ON INDUSTRIAL	SOFTWARE UNDER \$5,000.00	AUTOMOTIVE TECHNOLOGY T&	3,441.03		
0000015411	03/05/18	AMERGROUP INC, THE	EQUIP TECH NONINSTR < 5000	CAMPUS POLICE	1,972.08		
0000015412	03/06/18	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	899.85		
0000015413	03/06/18	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	787.65		
0000015414	03/06/18	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	970.27		
0000015415	03/06/18	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	1,367.36		
0000015420	03/07/18	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	3,215.68		
0000015420	03/07/18	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	3,215.72		
0000015421	03/07/18	FHEG PALOMAR COLLEGE BOOKSTORE	BOOKSTORE TEXTBOOKS	OFFICE OF VP STUDENT SVC	8,651.59		
0000015423	03/08/18	ADVENTURE IN ADVERTISING	ADVERTISE NOT REQ BY LAW	STRONG WORKFORCE	2,957.61		
0000015433	03/12/18	MARKETING IDEAS CALIFORNIA	SUPPLIES, INSTITUTIONAL	SUPINTDT/PRESIDENT'S OFF	256.93		



Page No. Run Time

11:23:55 AM

Run Date March/28/2018

<u>PO#</u>	<u>Date</u>	Vendor Name	Category	<u>Department</u>	Amount
0000015439	03/12/18	ANNE BENGE DBA CULTURA	EQUIP NONINSTR, REPL 1K-4999	SUPINTDT/PRESIDENT'S OFF	2,825.49
0000015440	03/12/18	4IMPRINT INC	INSTR SUPPL/MATERIALS	THEATRE ARTS	410.67
0000015444	03/13/18	SIGMA ALDRICH INC	INSTR SUPPL/MATERIALS	CHEMISTRY	1,750.56
0000015453	03/13/18	KONICA MINOLTA BUSINESS SOLUTIONS USA	OTHER PERSONAL/CONSULT SVCS	BUSINESS SERVICES DEPART	1,131.38
0000015453	03/13/18	KONICA MINOLTA BUSINESS SOLUTIONS USA	EQUIP TECH NONINSTR 5K OR MORE	BUSINESS SERVICES DEPART	176,044.62
0000015454	03/13/18	SMALL FORMAT FILM & VIDEO INC	EQUIP INSTRUCT ADDTNL > \$1,000	MEDIA STUDIES DEPARTMENT	5,376.13
0000015459	03/15/18	HP INC	EQUIP TECH INSTR 5K OR MORE	DRAFTING TECHNOLOGY	3,138.96
0000015460	03/15/18	HP INC	EQUIP TECH INSTR 5K OR MORE	DRAFTING TECHNOLOGY	6,277.92
0000015461	03/16/18	AMERICAN TOKYO KASEI INC	INSTR SUPPL/MATERIALS	CHEMISTRY	94.82
0000015467	03/19/18	BAGHOUSE & INDUSTRIAL SHEET	REPAIR/MAINT INSTR EQUIP	WELDING	10,417.01
0000015470	03/20/18	CRESTLINE SPECIALTIES INC	INSTR SUPPL/MATERIALS	THEATRE ARTS	1,325.46
0000015471	03/20/18	IMAGEN INC	SUPPLIES, INSTITUTIONAL	HUMAN RESOURCES DIVERSIT	2,175.47
0000015473	03/20/18	B & H PHOTO-VIDEO INC	EQUIP INSTRUCT ADDTNL > \$1,000	MATH & NAT HLTH SCI DIVD	8,271.20
0000015473	03/20/18	B & H PHOTO-VIDEO INC	EQUIP INSTRUCT ADDTNL > \$1,000	GRAPHIC COMMUNICATION	16,601.58
0000015474	03/20/18	HP INC	EQ NONIN ADD 1K-4999; GUNS;CPU	OFFICE, VP ADMINISTRATIV	387.89
0000015484	03/21/18	DELL COMPUTER CORPORATION	EQUIP TECH NONINSTR < 5000	OFFICE, VP ADMINISTRATIV	16.83
0000015484	03/21/18	DELL COMPUTER CORPORATION	HARDWARE/SOFTWARE	OFFICE, VP ADMINISTRATIV	2,287.67
0000015487	03/22/18	BENCO DENTAL SUPPLY CO	EQUIP INSTRUCT ADDTNL > \$1,000	DENTAL ASSISTING	4,657.17
0000015488	03/22/18	MIDWEST GLOBAL GROUP INC	NONINSTR SUPPLIES/MATERIALS	HEA TRIO	1,225.12
0000015489	03/22/18	TEAMWORK PROMOTIONAL ADVERTISING	STUDENT OTHER SERVICES	EOPS	1,353.05
0000015490	03/22/18	PROFORCE MARKETING INC	CONTINGENCY HOLDING ACCT	OFFICE OF VP STUDENT SVC	6,268.90
0000015491	03/22/18	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	EOPS	2,259.94
0000015495	03/22/18	GUITAR CENTER	INSTR SUPPL/MATERIALS	GRAPHIC COMMUNICATION	2,978.10
0000015496	03/22/18	DELL COMPUTER CORPORATION	EQUIP NONINSTR, REPL 1K-4999	HEA TRIO	9,406.35



 Page No.
 3

 Run Time
 11:23:55 AM

 Run Date
 March/28/2018

DO #	Date	Vendor Name			
<u>PO#</u>	()———		Category	<u>Department</u>	Amount
0000015499	03/23/18	HP INC	NONINSTR SUPPLIES/MATERIALS	COUNSELING	45.60
0000015499	03/23/18	HP INC	EQ NONIN ADD 1K-4999; GUNS;CPU	COUNSELING	284.72
0000015503	03/26/18	MUNICIPAL EMERGENCY SERVICES INC	INSTR SUPPL/MATERIALS	PUBLIC SAFETY PROGRAM	3,278.28
0000015504	03/26/18	LAERDAL MEDICAL CORPORATION	EQ INSTR ADD 1K-4999; GUNS;CPU	NURSING EDUCATION	5,410.04
0000015504	03/26/18	LAERDAL MEDICAL CORPORATION	EQUIP INSTR, 5K OR MORE	NURSING EDUCATION	15,390.26
0000015513	03/27/18	COAST T SHIRTS	NONINSTR SUPPLIES/MATERIALS	MATH & NAT HLTH SCI DIVD	1,781.92
0000015537	03/28/18	ASTRA ASSOCIATES	EQUIP INSTR, REPL 1K - 4999	STRONG WORKFORCE	2,185.72
0000015538	03/28/18	KONICA MINOLTA BUSINESS SOLUTIONS USA	EQUIP TECH NONINSTR 5K OR MORE	BUSINESS SERVICES DEPART	7,205.46
0000015541	03/28/18	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	VATEA	300.00
0000015545	03/28/18	AIRGAS WEST	REPAIR/MAINT INSTR EQUIP	WELDING	5,412.52
Travel				Subtotal for Equipment and Supplies	371,009.53
0000015395	03/02/18	PLAZA TRAVEL	TRAVEL WITH STUDENT	INSTITUTIONAL	661.96
0000015395	03/02/18	PLAZA TRAVEL	TRAVEL WITH STUDENT	SPEECH	1,916.88
0000015396	03/02/18	PLAZA TRAVEL	TRAVEL, STUDENT	SPEECH	1,557.33
0000015396	03/02/18	PLAZA TRAVEL	TRAVEL, STUDENT	INSTITUTIONAL	6,229.32
Advertising/In				Subtotal for Travel	10,365.49
Advertising/Inc	03/12/18	DAILY JOURNAL CORPORATION	ADVEDTICE VENTS DEC DV LAW		
0000015411	03/16/18		ADVERTISEMENTS REQ BY LAW	TTIP SOUTH	156.00
	03/10/18	SAN MARCOS CHAMBER OF COMMERCE	ADVERTISE NOT REQ BY LAW	PUBLIC AFFAIRS OFFICE	75.00
Agreements/S	ervices			Subtotal for Advertising/Increases	231.00
0000015124	12/20/17	MSC JANITORIAL SERVICES INC	REPAIR/MAINT BLDGS	LIBRARY	2,220.00
0000015237	01/25/18	ALL STAR SIGNS INC	REPAIR/MAINT NONINSTR EQUIP	FACILITIES DEPARTMENT	5,340.63
0000015243	01/25/18	DOWNSTREAM SERVICE INC	REPAIR/MAINT BLDGS	OFFICE, VP ADMINISTRATIV	2,372.12
0000015335	02/20/18	NINYO & MOORE	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	
				CIBITIES DEI ARTIVIERT	5,988.50



Page No. Run Time Run Date

11:23:55 AM March/28/2018

<u>PO#</u>	<u>Date</u>	Vendor Name	Category	<u>Department</u>	Amount
0000015336	02/20/18	JANUS CORPORATION	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	13,090.00
0000015369	02/27/18	WPENGINE INC	SUBSCRIPTIONS/PERIODICALS	TTIP SOUTH	2,490.00
0000015372	02/28/18	CROSSFIT POINT A	RENT/LEASE LAND/BLDGS	PUBLIC SAFETY PROGRAM	5,142.50
0000015380	02/28/18	TOUCHNET INFORMATION SYSTEMS INC	BANK CREDIT CARD EXPENSE	FISCAL SERVICES DEPARTMN	13,819.00
0000015380	02/28/18	TOUCHNET INFORMATION SYSTEMS INC	PREPAID ITEMS	GENERAL LEDGER CONTROL	41,457.00
0000015384	03/01/18	SAN DIEGO ELEC TRAINING TRUST	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	177,902.11
0000015400	03/05/18	NATHAN KOHEN	OTHER PERSONAL/CONSULT SVCS	GEAR UP	2,550.00
0000015401	03/05/18	CORNERSTONE ONDEMAND INC	OTHER PERSONAL/CONSULT SVCS	TTIP SOUTH	793.66
0000015416	03/06/18	ALCATRAZ CRUISES LLC	TRAVEL, STUDENT	HEA TRIO	558.75
0000015416	03/06/18	ALCATRAZ CRUISES LLC	TRAVEL, STUDENT	HEA TRIO	558.75
0000015418	03/06/18	VIRCO MANUFACTURING COMPANY	NONINSTR SUPPLIES/MATERIALS	FIRE TECHNOLOGY	2,482.27
0000015418	03/06/18	VIRCO MANUFACTURING COMPANY	EQ INSTR ADD 1K-4999; GUNS;CPU	FIRE TECHNOLOGY	6,337.50
0000015419	03/07/18	CALIFORNIA CENTER FOR THE ARTS	STAFF DEVELOPMENT	OFFICE, VP HUMAN RESRCSVC	4,000.00
0000015422	03/07/18	HHC HA TRS INC	INDEPENDENT CONTRACTOR	TTIP SOUTH	130,000.00
0000015424	03/09/18	SURERIDE CHARTER INC	TRAVEL WITH STUDENT	FASHION	4,174.00
0000015425	03/09/18	ARAMARK SERVICES	FOOD FOR MEETINGS	STRONG WORKFORCE	5,031.11
0000015427	03/09/18	SAN DIEGO MECHANICAL & ENERGY	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	9,157.01
0000015427	03/09/18	SAN DIEGO MECHANICAL & ENERGY	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	11,588.99
0000015428	03/12/18	SURERIDE CHARTER INC	RENT TRANSPORTATION	LIBRARY TECHNOLOGY	1,416.00
0000015429	03/12/18	MENDEZ, ROBERTO V	FOOD FOR MEETINGS	GEAR UP	193.96
0000015430	03/12/18	BROADCAST MUSIC INC	ROYALTY EXPENSE	KKSM RADIO	576.27
0000015430	03/12/18	BROADCAST MUSIC INC	ROYALTY EXPENSE	AMBCS DIVISION DEAN	4,648.28
0000015431	03/12/18	HIGHLINE CHARTER INC	RENT TRANSPORTATION	HEA TRIO	2,055.00
0000015431	03/12/18	HIGHLINE CHARTER INC	RENT TRANSPORTATION	HEA TRIO	3,082.50
0000015432	03/12/18	HAROLD RAY SNYDER JR	EQ NONIN ADD 1K-4999; GUNS;CPU	ESCONDIDO CENTER	665.00



Page No. Run Time Run Date March/28/2018

11:23:55 AM

<u>PO#</u>	<u>Date</u>	Vendor Name	Category	<u>Department</u>	Amount
0000015434	03/12/18	SDICCCA	MEMBERSHIP, DISTRICT	SUPINTDT/PRESIDENT'S OFF	500.00
0000015435	03/12/18	POWAY CHAMBER OF COMMERCE	MEMBERSHIP, DISTRICT	SUPINTDT/PRESIDENT'S OFF	1,250.00
0000015436	03/12/18	FALLBROOK CHAMBER OF COMMERCE	MEMBERSHIP, DISTRICT	SUPINTDT/PRESIDENT'S OFF	285.00
0000015437	03/12/18	COUNCIL FOR OPPORTUNITY IN EDUCATION	MEMBERSHIP, DISTRICT	SUPINTDT/PRESIDENT'S OFF	4,850.00
0000015438	03/12/18	NORTH SAN DIEGO BUSINESS CHAMBER	MEMBERSHIP, DISTRICT	SUPINTDT/PRESIDENT'S OFF	2,249.00
0000015442	03/12/18	DOUBLETREE BY HILTON SAN JOSE	INDEPENDENT CONTRACTOR	TTIP SOUTH	11,250.00
0000015445	03/13/18	MARKETING IDEAS CALIFORNIA	ADVERTISE NOT REQ BY LAW	STRONG WORKFORCE	872.41
0000015446	03/13/18	WESS TRANSPORTATION SERVICES INC	TRAVEL, STUDENT	GEAR UP	1,219.05
0000015452	03/13/18	4C/SD	TRAVEL, NON EMPLOYEE	TTIP SOUTH	500.00
0000015452	03/13/18	4C/SD	TRAVEL, NON EMPLOYEE	TTIP SOUTH	500.00
0000015458	03/15/18	ALEJANDRO POLI JR	INDEPENDENT CONTRACTOR	OFFICE OF VP STUDENT SVC	3,000.00
0000015462	03/16/18	COMMUNITY COLLEGE LEAGUE OF CALIFORNIA	INDEPENDENT CONTRACTOR	INSTITNL RESRCH&PLANG DE	10,000.00
0000015464	03/19/18	T BROOK INC	TRAVEL WITH STUDENT	HEA TRIO	1,573.25
0000015466	03/19/18	NEERAJ, SETH	MAINT AGR, SOFTWARE	HEA TRIO	1,590.00
0000015468	03/19/18	ARAMARK SERVICES	FOOD FOR MEETINGS	ADULT ED BLOCK GRANT DEP	3,000.00
0000015472	03/20/18	ACCO ENGINEERED SYSTEMS INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	5,622.00
0000015476	03/20/18	MR TACO	FOOD FOR MEETINGS	MATH & NAT HLTH SCI DIVD	3,205.56
0000015478	03/21/18	WESS TRANSPORTATION SERVICES INC	RENT TRANSPORTATION	HEA TRIO	616.88
0000015479	03/21/18	ASIAN AND PACIFIC AMERICANS IN HIGHER ED	ADVERTISE NOT REQ BY LAW	OFFICE OF VP STUDENT SVC	2,500.00
0000015481	03/21/18	SAN DIEGO SHEET METAL JATC	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	51,027.63
0000015482	03/21/18	LENTULO CONSULTING	BLUEPRINT/INSPECTION SVCS	INSTITUTIONAL	5,400.00
0000015483	03/21/18	GETTY IMAGES (US) INC	LICENSING FEE	BUSINESS SERVICES DEPART	4,100.00
0000015486	03/21/18	ANNE BENGE DBA CULTURA	EQUIP NONINSTR, REPL 1K-4999	INFORMATION SYSTMS & SVC	867.69
0000015492	03/22/18	MCGARRY, BRENDAN	REPAIR/MAINT NONINSTR EQUIP	FACILITIES DEPARTMENT	2,500.00



Page No. Run Time

11:23:55 AM

Run Date March/28/2018

PO#	Date	Vendor Name	Category	Department	•
0000015502	03/26/18				Amount
		CULINART GROUP	FOOD FOR MEETINGS	EOPS	2,038.64
0000015506	03/26/18	FALLBROOK UNION HIGH SCHOOL DISTRICT	RENT/LEASE LAND/BLDGS	OFF-SITE FACILITY RENTAL	24,540.60
0000015507	03/26/18	CALIFORNIA CENTER FOR THE ARTS	RENT/LEASE LAND/BLDGS	STRONG WORKFORCE	10,000.00
0000015510	03/27/18	CORNERSTONE ONDEMAND INC	OTHER PERSONAL/CONSULT SVCS	TTIP SOUTH	1,525.51
0000015511	03/27/18	ORNELAS, EUGENIA LYNN	INDEPENDENT CONTRACTOR	CAREER, TECH, EXT ED DIV	10,000.00
0000015514	03/27/18	POWAY UNIFIED SCHOOL DISTRICT	RENT/LEASE LAND/BLDGS	OFF-SITE FACILITY RENTAL	6,690.00
0000015516	03/27/18	VISTA UNIFIED SCHOOL DISTRICT	RENT/LEASE LAND/BLDGS	OFF-SITE FACILITY RENTAL	1,364.00
0000015517	03/27/18	PAUMA BAND OF MISSION INDIANS	RENT/LEASE LAND/BLDGS	OFF-SITE FACILITY RENTAL	1,350.00
0000015518	03/27/18	ESCONDIDO UNION HIGH SCHOOL DISTRICT	RENT/LEASE LAND/BLDGS	OFF-SITE FACILITY RENTAL	5,650.00
0000015520	03/27/18	ESCONDIDO UNION SCHOOL DISTRICT	RENT/LEASE LAND/BLDGS	OFF-SITE FACILITY RENTAL	9,072.00
0000015521	03/27/18	NATIONAL LEAGUE FOR NURSING	OTHER PERSONAL/CONSULT SVCS	NURSING EDUCATION	1,455.00
0000015528	03/27/18	HIDDEN VALLEY PUMP SYSTEM INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	9,348.65
0000015532	03/27/18	JANUS CORPORATION	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	850.00
0000015533	03/27/18	THEODORE PRESSER	RENT FILMS	PERFORMING ARTS DEPARTME	1,135.00
0000015539	03/28/18	NATHAN KOHEN	OTHER PERSONAL/CONSULT SVCS	TRIO EDUC OPPORTUNITY CE	178.50
0000015543	03/28/18	WEBNAPPMAKERS LLC	MAINT AGR, SOFTWARE	BUSINESS SERVICES DEPART	1,572.00
				Subtotal for Agreements/Services	664,939.28
Repairs					
0000015469	03/19/18	RIDDELL / ALL AMERICAN	REPAIR/MAINT NONINSTR EQUIP	INSTITUTIONAL ATHLETICS	6,637.97
0000015485	03/21/18	MATCH POINT TENNIS COURTS INC	REPAIR/MAINT BLDGS	BUILDING SERVICES	675.00
				Subtotal for Repairs	7,312.97
		vice Agreements			
0000015477	03/21/18	KONICA MINOLTA BUSINESS SOLUTIONS USA	MAINT AGR, EQUIP	BUSINESS SERVICES DEPART	8,501.76
0000015523	03/27/18	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	PERFORMING ARTS DEPARTME	99.00



Page No. Run Time

7 11:23:55 AM

Run Date March/28/2018

<u>PO#</u>	<u>Date</u>	Vendor Name	Category	<u>Department</u>	Amount
0000015525	03/27/18	KNIGHT SECURITY & FIRE SYSTEMS	MAINT AGR, EQUIP	INFORMATION SYSTMS & SVC	121.61
25 PM (1980) V (1980)			Su	btotal for Annual Maintenance/Service Agreements	8,722.37
Prop M - Bond	d Money				
0000015341	02/21/18	AUTOMATED CONTROLS SERVICES INC	BUILDING CONSTRUCTIONS	PROP M BOND	14,750.00
0000015377	02/28/18	TRACE3 LLC	EQUIP NONINSTR, 5K OR MORE	PROP M BOND	398,579.58
0000015378	02/28/18	TRACE3 LLC	EQUIP NONINSTR, 5K OR MORE	PROP M BOND	101,064.51
0000015379	02/28/18	DIMENSION DATA NORTH AMERICA	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	1,028.16
0000015385	03/01/18	TROXELL COMMUNICATIONS INC	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	56,789.64
0000015386	03/01/18	TROXELL COMMUNICATIONS INC	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	143,102.78
0000015387	03/01/18	TROXELL COMMUNICATIONS INC	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	42,027.89
0000015393	03/02/18	DIMENSION DATA NORTH AMERICA	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	1,626.37
0000015394	03/02/18	DIMENSION DATA NORTH AMERICA	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	542.12
0000015397	03/02/18	WMK OFFICE SAN DIEGO LLC	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	18,981.19
0000015398	03/05/18	OLYMPUS AMERICA INC	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	82,390.26
0000015399	03/05/18	FISHER SCIENTIFIC COMPANY L.L.C.	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	11,388.85
0000015402	03/05/18	FISHER SCIENTIFIC COMPANY L.L.C.	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	11,388.85
0000015405	03/05/18	RAYMOND ALLYN BUSINESS SUPPLY	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	1,097.01
0000015407	03/05/18	DELL COMPUTER CORPORATION	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	9,085.96
0000015408	03/05/18	ANNE BENGE DBA CULTURA	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	4,275.63
0000015417	03/06/18	DIMENSION DATA NORTH AMERICA	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	3,214.72
0000015443	03/12/18	OLYMPUS AMERICA INC	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	43,268.12
0000015448	03/13/18	TESSCO INCORPORATED	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	3,741.64
0000015449	03/13/18	INTEGRATED SECURITY HOLDINGS GROUP LLC	BUILDING CONSTRUCTIONS	PROP M BOND	24,792.92
0000015450	03/13/18	BLUEBEAM INC	BOND SER A PERMITS/FEES	PROP M BOND	193.50
0000015450	03/13/18	BLUEBEAM INC	BOND SER A PERMITS/FEES	GENERAL LEDGER CONTROL	580.50



 Page No.
 8

 Run Time
 11:23:55 AM

 Run Date
 March/28/2018

<u>PO#</u>	<u>Date</u>	Vendor Name	Category	<u>Department</u>	Amount
0000015451	03/13/18	INTEGRATED SECURITY HOLDINGS GROUP LLC	BUILDING CONSTRUCTIONS	PROP M BOND	6,343.49
0000015457	03/15/18	ENVIRONMENTAL TREE AND DESIGN INC	BUILDING CONSTRUCTIONS	PROP M BOND	89,700.00
0000015475	03/20/18	ALL STAR SIGNS INC	BUILDING CONSTRUCTIONS	PROP M BOND	2,072.75
0000015480	03/21/18	ELITE MODULAR LEASING & SALES INC	RENT/LEASE LAND/BLDGS	PROP M BOND	2,724,262.00
0000015497	03/22/18	DELL COMPUTER CORPORATION	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	1,952.67
0000015497	03/22/18	DELL COMPUTER CORPORATION	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	7,456.45
0000015500	03/23/18	TROXELL COMMUNICATIONS INC	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	118,346.14
0000015501	03/23/18	TROXELL COMMUNICATIONS INC	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	36,630.70
0000015505	03/26/18	TROXELL COMMUNICATIONS INC	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	41,611.98
0000015508	03/26/18	CART MART INC	EQUIP NONINSTR, 5K OR MORE	PROP M BOND	18,786.22
0000015509	03/26/18	CART MART INC	EQUIP NONINSTR, 5K OR MORE	PROP M BOND	30,067.65
0000015515	03/27/18	SOUTHLAND TECHNOLOGY	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	86,244.84
0000015519	03/27/18	SOUTHLAND TECHNOLOGY	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	160,932.60
0000015522	03/27/18	SOUTHLAND TECHNOLOGY	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	26,046.20
0000015524	03/27/18	SOUTHLAND TECHNOLOGY	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	285,457.12
0000015540	03/28/18	HMC GROUP	ARCHITECTURE/ENGINEER FEE	PROP M BOND	60,850.00

Subtotal for Prop M - Bond Money 4,670,671.01

Total PO Count:

156

Total PO Amount:

\$5,733,251.65



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

Page No. Run Time Run Date

11:28:27 AM Mar/28/2018

<u>PO#</u>	<u>Date</u>	Vendor Name	Category	<u>Department</u>	Amount
0000015377	02/28/18	TRACE3 LLC	EQUIP NONINSTR, 5K OR MORE	PROP M BOND	398,579.58
0000015378	02/28/18	TRACE3 LLC	EQUIP NONINSTR, 5K OR MORE	PROP M BOND	101,064.51
0000015384	03/01/18	SAN DIEGO ELEC TRAINING TRUST	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	177,902.11
0000015385	03/01/18	TROXELL COMMUNICATIONS INC	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	56,789.64
0000015386	03/01/18	TROXELL COMMUNICATIONS INC	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	143,102.78
0000015398	03/05/18	OLYMPUS AMERICA INC	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	82,390.26
0000015422	03/07/18	HHC HA TRS INC	INDEPENDENT CONTRACTOR	TTIP SOUTH	130,000.00
0000015453	03/13/18	KONICA MINOLTA BUSINESS SOLUTIONS USA	EQUIP TECH NONINSTR 5K OR MORE	BUSINESS SERVICES DEPART	176,044.62
0000015457	03/15/18	ENVIRONMENTAL TREE AND DESIGN INC	BUILDING CONSTRUCTIONS	PROP M BOND	89,700.00
0000015480	03/21/18	ELITE MODULAR LEASING & SALES INC	RENT/LEASE LAND/BLDGS	PROP M BOND	2,724,262.00
0000015481	03/21/18	SAN DIEGO SHEET METAL JATC	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	51,027.63
0000015500	03/23/18	TROXELL COMMUNICATIONS INC	EQ INSTR ADD 1K-4999; GUNS;CPU	PROP M BOND	118,346.14
0000015515	03/27/18	SOUTHLAND TECHNOLOGY	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	86,244.84
0000015519	03/27/18	SOUTHLAND TECHNOLOGY	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	160,932.60
0000015524	03/27/18	SOUTHLAND TECHNOLOGY	EQ NONIN ADD 1K-4999; GUNS;CPU	PROP M BOND	285,457.12
0000015540	03/28/18	HMC GROUP	ARCHITECTURE/ENGINEER FEE	PROP M BOND	60,850.00

LEASE AGREEMENT EML-1018

BASIC LEASE INFORMATION

A. PARTIES:

Lessor:

Elite Modular Leasing & Sales, Inc., a California Corporation

Lessee:

Palomar Community College District

B. DATE OF LEASE: March 19, 2018

C. BASIC LEASE PROVISIONS:

- 1. Property: Eighteen (18) relocatable building(s), serial number(s) 12576 thru 12618, of approximately Twenty Thousand Six Hundred-Forty (20,640) square feet, per Proposal dated February 9, 2018, pursuant to the Savanna School District's 2017 District-wide contract for the Purchase, Lease, Relocation, Dismantling and Removal of Division of the State Architect (DSA) Approved Portable Buildings Bid No. SSPU #40-09/2016-2017 incorporated herein by reference.
- 2. Term: Three (3) Years.
- 3. Commencement Date: April 1, 2018
- 4. Expiration Date: March 31, 2021
- 5. Permitted Use: Classroom/Educational Use.
- 6. Location of Installation: Palomar Community College, 35090 Horse Ranch Creek Road, Fallbrook, CA 92028.
- 7. Base Rent:

Annual Rent of \$615,200.00.

Monthly Rent of \$ N/A.

8. Address for Notices:

Lessor:

Elite Modular Leasing & Sales, Inc.

1043 Stowell Ranch Circle

Corona, CA 92881

Lessee:

Palomar Community College District

1140 West Mission Road San Marcos, CA 92069

9. Delivery and installation fee: Delivery \$55,200.00 / Installation \$115,000.00 / Crane \$16,800.00.

Elite Lease Agreement SSPU, #40-09/2016-17

- 10. Dismantle and Return fee: Dismantle \$79,000.00 / Return \$55,200.00 / Crane \$16,800.00.
- 11. Payment & Performance Bonds: \$42,004.00
- 12. Improvements (if applicable): \$498,658.00

This Lease Agreement ("Lease") is made as of March 19, 2018, by and between Elite Modular Leasing & Sales, Inc., a California Corporation ("Lessor"), and Palomar Community College District, a public educational institution ("Lessee"). The parties shall be referred to herein individually as "Party" and cumulatively as "Parties."

1. LEASE

Subject to the terms and conditions set forth in this Lease, and the Savanna School District contract awarded pursuant to Bid #SSPU #40-09/2016-17, Lessor leases to Lessee the Property (as defined in Paragraph [C.1.] of the Basic Lease Information).

2. TERM; DELIVERY OF PROPERTY; CONDITION OF THE PROPERTY; LESSOR'S WORK

- 2.1. Term. The Lease Term ("Term") shall be Three (3) Years as set forth in Paragraph [C.2.] of the Basic Lease Information, commencing on the Commencement Date, as set forth in Paragraph [C.3.], and ending on the Expiration Date set forth in Paragraph [C.4.].
- 2.2. Delivery of Property. Lessor shall deliver the Property to Lessee subject to Section [2.3.] below. In the event of any delay in the delivery of the Property to Lessee, this Lease shall not be void or voidable, however, Lessor shall be liable to Lessee for any loss or damage resulting from such delay and the Base Rent set forth in Paragraph [C.7.] of the Basic Lease Information shall be adjusted due to the delay.
- 2.3. Condition of the Property. Lessor represents and warrants that the Property is suitable for the conduct of Lessee's business. Lessor shall have no obligation to make or pay for any improvements or renovations to the Property to prepare the Property for Lessee's occupancy, unless so agreed upon between the Parties in writing. The taking of possession of the Property by Lessee shall conclusively establish that the Property is in good order, condition and repair.
- 2.4. Lessor's Work. Upon delivery of the Property to Lessee, Lessor shall install the Property at the Location as set forth in Paragraph [C.6.] of the Basic Lease Information. Lessor shall provide all labor, materials, and services required for the construction and installation of the Property per any approved plans as set forth in the Basic Lease Information Paragraph [C.l.]. The Property shall be fully furnished with all electrical and heating, ventilation and air conditioning (HVAC) required by the Lessee. Lessor's work shall not include any site work, including, but not limited to connection of utilities, ramp extensions and inspections. Lessee shall pay to Lessor a delivery and installation fee, per Paragraph [C.9] of the Basic Lease Information. The fee shall be paid by Lessee with the first lease payment due or as otherwise agreed in writing. Upon termination of

this Lease as provided for herein, Lessor shall dismantle said Property from the Location. Lessee shall pay to Lessor a dismantle and return fee per Paragraph [C.10.] of the Basic Lease Information.

3. BASE RENT

Lessee shall pay on the Commencement Date, without prior notice, deduction or offset, the amounts set forth as Base Rent in Paragraph [C.7] of the Basic Lease Information.

4. USE OF PROPERTY

The Property shall be used for classroom or normal educational purposes by Lessee and such ancillary uses as shall be reasonably required in connection therewith and for no other use or uses without the prior express written consent of Lessor.

5. PROHIBITED USES

Lessee shall not use or allow the Property to be used in violation of any law or rule or regulation, or for any improper or unlawful use. Lessee shall not do or permit to be done anything that will cause cancellation of any fire, casualty, liability, or other insurance policy insuring the Property. Lessee shall not cause, maintain or permit any nuisance in, on or about the Property. In addition, Lessee shall not remove the Property from the Location set forth in Paragraph [C.6.] of the Basic Lease Information without the prior written approval of Lessor. Moreover, any and all delivery, installation, dismantling or removal of the Property shall be done solely by Lessor, unless otherwise authorized in writing by Lessor.

6. LESSEE'S MAINTENANCE AND REPAIR

- 6.1. Lessee's Maintenance and Repair Obligation. Lessee, at Lessee's sole cost and expense, shall keep the Property in good condition and repair, normal wear and tear and damage by fire or other casualty excepted. Only minor routine maintenance shall be performed on the Property by Lessee, such as electrical connections, replacing light bulbs, and custodial services.
- 6.2. Lessor's Right to Make Repairs. Lessee shall give Lessor prompt written notice of any damage to or defective condition in any part of the Property. Upon such notice, the Parties shall come to an agreement as to the necessity and extent of repairs required for the Property. If Lessee was required to make such repairs as required by the Lease, Lessor may, after written notice to Lessee and Lessee's failure to repair within ten (10) business days of receipt of Lessor's notice, make such repairs. Lessee shall reimburse Lessor upon receipt of an invoice, all costs incurred by Lessor in performing any such repair on account of Lessee.

7. LESSEE'S FURNISHINGS AND ALTERATIONS

7.1. Lessee's Furnishings. Lessee shall be permitted to install any and all school furniture and furnishings ("Furnishings") in the Property as is required for usual school purposes. All Furnishings shall be installed at Lessee's sole expense and shall remain the sole property and responsibility of Lessee.

- 7.2. Removal of Furnishings. Any Furnishings installed by Lessee shall be removed by Lessee, at Lessee's sole cost, at the expiration or sooner of this Lease and the Property shall be restored by Lessee to its condition prior to the installation of the Furnishings, ordinary wear and tear excepted.
- 7.3 Unpermitted Furnishings. Aside from Furnishings authorized in Section [7.1] above, Lessee shall not be permitted to make any other alterations to the Property without the prior written consent of Lessor.
- 7.4 Lessee's Alterations. Lessee, at Lessee's sole cost and expense, shall be permitted to make alterations to the Property upon prior written approval by Lessor. Such alterations shall include, but not be limited to, changes to the layout of the Property, installation of low voltage electrical outlets, and installation of partition walls that are necessary for the Lessee's educational purposes.

8. LESSEE'S INSURANCE

Lessee will cause its own all risk insurance property policies to be extended to cover the Property with endorsements in the name of the Lessor as its interest may appear. Lessee will also cause Lessor to be named as additional insured in its public liability policy to the extent of the Lessee's operations of the said Property for as long as this Lease is in force.

9. INDEMNIFICATION

- 9.1. Indemnification of Lessor. Lessee shall indemnify, defend, protect, and hold harmless Lessor from any and all claims, losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) ("Claims") to the extent arising from any negligent acts or negligent omissions of Lessee arising out of this Lease, or any breach by Lessee of the terms and conditions of this Lease.
- 9.2. Indemnification of Lessee. Lessor shall indemnify, defend, protect, and hold harmless Lessee from any and all claims, losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) ("Claims") to the extent arising from any negligent acts or negligent omissions of Lessor arising out of this Lease or any breach by Lessor of the terms and conditions of this Lease.
- 9.3. Survival. The provisions of this Section 9 shall survive the expiration or earlier termination of this Lease with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

10. DESTRUCTION OF PROPERTY

Lessee shall promptly notify Lessor in writing of any destruction of or irreparable damage to the Property resulting from fire or any other casualty. Lessor and Lessee shall mutually agree on the appropriate course of action regarding the Lease. Lessor shall not be obligated to repair or replace any of Lessee's Furnishings, such as movable furniture, equipment, trade fixtures and other personal property, due to destruction of or irreparable damage to the Property.

11. SURRENDER OF PROPERTY; OWNERSHIP AND REMOVAL OF FURNISHINGS

On the Expiration Date as set forth in Paragraph [C.4.] of the Basic Lease Information, or earlier termination of this Lease, Lessee shall surrender the Property to Lessor vacant and broom-clean, except for reasonable wear and tear. Lessee shall remove all Lessee's Furnishings prior to the Expiration Date or termination of the Lease.

12. COMPLIANCE WITH LAWS

Lessor and Lessee shall comply with any law, statute, zoning restriction, ordinance, rule, regulation or requirement of duly constituted public authorities now in force or which may hereafter be in force ("Applicable Laws") relating to or affecting the construction, condition, use or occupancy of the Property.

13. DEFAULT BY LESSEE AND REMEDIES UPON DEFAULT

- 13.1. Events of Default. The occurrence of any of the following shall constitute an "event of default" on the part of Lessee:
- (i) Nonpayment of Rent. Failure to pay any installment of Rent due and payable in this Lease on the date when payment is due after reasonable efforts by Lessor have been exhausted to collect;
- (ii) Other Obligations. Failure to perform any material obligation under this Lease and such failure continues for a period of thirty (30) calendar days after Lessor's written notice of such failure.
- 13.2 Remedies Upon Default. If an event of default by Lessee occurs, Lessee shall be deemed in breach of the Lease and Lessor shall have, in addition to any other remedies available to Lessor at law or in equity, the right to terminate this Lease, in which event Lessee shall immediately surrender the Property to Lessor, and if Lessee fails to do so, Lessor may, without prejudicing any of the remedies that Lessor may have under this Lease, at law or in equity, take possession of the Property.
- 13.3. Waiver of Breach. The waiver by Lessor of any breach by Lessee of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Lessee either of the same or a different provision of this Lease. The subsequent acceptance of Rent by Lessor shall not be deemed to be a waiver of any preceding breach at the time of acceptance of such payment. No term of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing signed by Lessor.

14. DEFAULT BY LESSOR AND REMEDIES UPON DEFAULT

- 14.1 Event of Default by Lessor. Lessor shall be in default if Lessor fails to perform any material obligation under this Lease, and such failure continues for a period of thirty (30) calendar days after Lessee's written notice of such failure.
- 14.2 Remedies Upon Default. If an event of default by Lessor occurs, Lessor shall be deemed in breach of the Lease and Lessee shall have, in addition to any other remedies available to Lessee at law or in equity, the right to terminate this Lease, in which event Lessor shall immediately dismantle and remove the Property at Lessor's sole cost and expense, and if Lessor fails to do so, Lessee may, without prejudicing any of the remedies that Lessee may have under this Lease, at law or in equity, take possession of the Property, dismantle, remove and store the Property at Lessor's cost and expense.
- 14.3 Waiver of Breach. The waiver by Lessee of any breach by Lessor of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Lessor either of the same or a different provision of this Lease. No term of this Lease shall be deemed to have been waived by Lessee unless the waiver is in writing signed by Lessee.

15. NOTICES

Notices in Writing; Method of Delivery. Except as otherwise expressly provided by law, any and all notices given under this Lease shall be in writing, to either Party at the appropriate address set forth in the Basic Lease Information, or to such other place as either party may from time to time designate in a written notice to the other, and shall be deemed duly given when personally delivered or sent by United States certified or registered mail, postage prepaid, return receipt requested, with notice effective three (3) days after the date it is posted.

16. ATTORNEY'S FEES

If any litigation is commenced between Lessor and Lessee, each Party shall be responsible for its own attorney's fees and costs.

17. MISCELLANEOUS

- 17.1. Force Majeure. Acts of God, an inability to obtain services, labor, or materials or reasonable substitutes therefor due to governmental actions, civil commotions, and other causes beyond the reasonable control of the Party obligated to perform, (collectively, a "Force Majeure") shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage to perform under the Lease.
- 17.2. Binding Effect. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators and successors of the Parties.
- 17.3 No Assignment. This Lease shall not be assigned or transferred by either Party.

- 17.4. Venue. The venue for resolution of any dispute between the Parties concerning this Lease shall be the County of Orange. The Parties hereby expressly waive all rights they may have to a change of venue.
- Time of Essence. Time is expressly declared to be of the essence in this Lease. 17.5.
- Severability. If any term or condition of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each term and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 17.7. Entire Agreement. It is understood and acknowledged that there are no oral agreements between Lessor and Lessee respecting the leasing of the Property and this Lease constitutes the Parties' entire agreement with respect to the leasing of the Property. Any agreement or understanding or representations respecting the Property or their leasing by Lessor to Lessee not expressly set forth in this Lease are null and void. None of the terms, covenants, conditions or provisions of this Lease can be modified or deleted except in writing signed by Lessor and Lessee.

IN WITNESS WHEREOF the Parties hereto have caused this Lease to be executed and authorized as indicated immediately below.

LESSOR

ELITE MODULAR LEASING & SALES, INC., a California Corporation

Name: Jeremy Goldenetz

Title: President

LESSEE

PALOMAR COMMUNITY

COLLEGE

DISTRICT

Name: [Signer's Name]

Title: [Signer's Title]

Ron E. Ballesteros-Perez Asst. Superintendent/Vice President Finance & Administrative Services Dalomar Community College District

PALOMAR COMMUNITY COLLEGE DISTRICT BID RESULTS

Bid CM-17-18-01-NEC-01-G North Education Center Interim Village Communications and Security Project

March 29, 2018 at 2:00 PM

Pre-Bid Conf.	Pre- Qual'd	Certs.	RCCD	CONTRACTOR	TOTAL BID PRICE
Х	Х	Х	х	Bergelectric Corp.	418, 825
X	Х	Х	х	ITI Cabling, Inc. (Intersect Technology Institute, Inc.)	418, 825 656,240 541,250
X	х	х	Х	Morrow Meadows Corporation	541,250
					c
				Missing Required Documentation/Prequalification	
X				American Security Group (ASG)	
Χ				Enhanced Voice & Data Networks	
Χ				HCI, LLC	
Χ	Х			Time & Alarm Systems	

Recorded by:

Witnessed by:

Subject: <u>AUTHORIZE CONTRACT WITH FLUID POWER TRAINING</u>

INSTITUTE FOR BID #B18-04: VEHICLE ELECTRICAL TRAINING

SYSTEMS

OVERVIEW

Palomar Community College District published in the San Diego Daily Transcript a Notice to Bidders on February 15, 2018 and February 22, 2018 seeking bidders for Vehicle Electrical Training Systems. This bid package consists of equipment specifications to be bid as comparable to or better than specified.

DISCUSSION

The bid closed on March 27, 2018 at 10:00 AM. Three (3) vendors were solicited. Two bids were received and are listed as follows:

VENDOR	BID AMOUNT
Fluid Power Training	
Institute	\$50,650.00
ATECH (Automotive	\$25,300.00
Technology)	Unresponsive

Based on evaluation of the bid submittal, it was determined that ATECH is unresponsive due to not meeting the required specifications. Fluid Power Training Institute is a responsive and responsible bidder.

FINANCIAL IMPLICATIONS

This project will be paid through PERKINS Grant Funds.

RECOMMENDATION

It is recommended that the Governing Board authorize the District to award a contract to Fluid Power Training Institute in the amount of \$101,300.00 for Bid # B18-04: Vehicle Electrical Training System.

Subject: <u>AUTHORIZE CONTRACT WITH AWARDED BIDDER FOR BID #B18-06: A/V</u>

EQUIPMENT INSTALLATION

OVERVIEW

Palomar Community College District published in the Daily Journal a Notice to Bidders on February 20, 2018 and February 27, 2018 seeking bidders for A/V Equipment Installation for the North Ed Center, South Ed Center, LRC and M&O. This bid was to be awarded to the lowest responsive, responsible bidder.

DISCUSSION

The bid closed on March 22, 2018 at 10:00 AM. Nine (9) vendors were solicited. Five bids were received and accepted. All received bids are as follows:

VENDOR	BID AMOUNT
EIDIM Group Inc	\$322,051.00
Lightwerks	\$332,486.27
Southland Technology	\$375,445.17
Vector	\$397,720.44
AVI	\$761,331.10

Based on evaluation of the bid submittals, the review committee selected EIDIM Group Inc.

FINANCIAL IMPLICATIONS

Project funding will be Prop M.

RECOMMENDATION

It is recommended that the Governing Board authorize the District to award a contract to EIDIM Group Inc. in the amount of \$322,051.00 for Bid # B18-06: A/V Equipment Installation.

LICENSE MIRAMAR FIREARMS TRAINING CENTER

This license agreement ("License") is entered into between the County of San Diego, a political subdivision of the State of California ("County"), and Palomar Community College District ("Licensee").

RECITALS

- A. County operates and maintains a training facility (defined in Section 1) located at Miramar Marine Corps Air Base, Camp Elliot, East Miramar Road in San Diego.
- B. Licensee is a public entity that desires permission for the use of the training facility.
- C. The Director, Department of General Services ("Director"), finds that grant of a license to Licensee for use of the training facility is in the public interest of promoting public safety and use of the training facility by Licensee will not substantially conflict or interfere with the use of the training facility by the County as the Licensee's use is non-exclusive.
- D. County agrees to the use of the training facility and grants permission for use of the training facility by Licensee upon the following terms and conditions.

LICENSE

- 1. <u>Facility</u>. The property subject to this License is located at Miramar Marine Corps Air Base, Camp Elliot, East Miramar Road in San Diego, and includes land for shooting ranges ("Range") and structures ("Training Rooms") that comprise the "Miramar Firearms Training Center" ("Facility"). The Facility is further described in EXHIBIT "A" <u>FACILITY MAP</u> of this License
- 2. <u>Use</u>. Licensee is hereby given a non-exclusive license to use the Facility for meeting and training purposes only upon the terms and conditions contained in this License.
- 3. <u>Term.</u> The term ("Term") of this License shall commence upon execution of this License by the Director ("Commencement Date"), and shall expire five (5) years from the Commencement Date unless earlier terminated by either party upon ten (10) days written notice to the other party.
- 4. <u>Facility Reservations</u>. Licensee shall request in writing specific days and specific times for the use of the Facility at least ten (10) days prior to the date of requested use. Written requests shall be emailed to the Miramar Firearms Training Center at <u>rangerequest.mtf@sdsheriff.org</u> or made by telephone at 858-565-3077. County will provide a written confirmation of a reservation, provided the Facility is available for use at the day and

time requested. If the day and time requested is not available, notification will be provided to the Licensee within three (3) business days via email or telephone. Licensee agrees and understands that the Facility may be reserved only if the Facility is not in use by the County or other parties under a license with County and that reasonable accommodation of all parties using the Facility is the desired objective. Reservations for Structured Training Events (defined in EXHIBIT "C") will require additional information as described in EXHIBIT "C" <u>RULES AND</u> <u>REGULATIONS</u> of this License.

- 5. <u>Fees.</u> Licensee shall pay fees for use of the Facility as described in EXHIBIT "B" <u>FEE SCHEDULE</u> of this License. County reserves the right to revise the fee schedule from time to time during the Term. County shall provide ninety (90) days written notice to Licensee of any change to the fee schedule.
- 6. <u>County Use of Facility</u>. County reserves the right to use the Facility at all times and to close the Facility during times of emergency or when needed for County activities.
- 7. <u>Access</u>. Licensee and Licensee's employees, guests and invitees shall not impede the flow of vehicular traffic on, or restrict public access to or from, the Facility. Licensee shall not interfere with County operations at the Facility. When on the Facility, Licensee and Licensee's employees, guests and invitees shall drive only on established roadways and driveways.
- 8. <u>License</u>. This License is not a lease, does not create or convey an easement and does not convey any interest or estate in real property to Licensee. County may enter the Facility covered by this License at any time during the Term.
- 9. <u>Maintenance, Cleanup and Repair</u>. Licensee shall conduct its operations in an orderly manner and shall leave the Facility in as clean and good a condition as when Licensee entered the Facility pursuant to this License. If Licensee damages any County property or facilities or incurs excessive cleanup of the Facility, Licensee shall promptly inform the Range office and shall promptly reimburse County for the full costs that County incurs to clean the Facility, repair the damage, or replace the damaged property.
- 10. <u>Storage</u>. Licensee shall not store or leave any personal property or equipment on or in the Facility without obtaining the prior written consent of the Range office.
- 11. <u>License on Site</u>. Licensee shall have a copy of this License available at all times when Licensee is using the Facility. Licensee shall show a copy of this License to County staff upon request.
- 12. <u>Compliance with Laws</u>. Licensee shall comply with all federal, state and local laws, statues, ordinances, rules or regulations, including all provisions of the Occupational Safety and Health Act of 1979 ("Act") and all amendments to the Act, that apply to Licensee's use of the Facility.
 - 13. Rules and Regulations. Licensee shall comply with the rules and regulations for

the Facility attached as EXHIBIT "C" RULES AND REGULATIONS of this License.

- 14. <u>Safety</u>. Lessee shall comply with all applicable federal, state and local safety regulations including the regulations attached as EXHIBIT "C" <u>RULES AND REGULATIONS</u>, EXHIBIT "D" <u>RANGE SAFETY OFFICER QUALIFICATIONS</u> and EXHIBIT "E" <u>RANGE SAFETY POLICY</u> of this License.
- 15. Compliance with Stormwater Laws. Licensee's use of the Facility is subject to all present or future federal, state and local laws, statutes, regulations, ordinances, policies, guidelines and orders ("Stormwater Laws") regarding the discharge of pollutants into the stormwater conveyance system. As applicable to the Licensee's use of the Facilities, Licensee's compliance with Stormwater Laws may include requirements for Licensee to develop, install, implement and maintain pollution prevention measures, source control measures and Best Management Practices ("BMPs"). BMPs can include operational practices, water or pollutant management practices, physical site features, or devices to remove pollutants from stormwater, to affect the flow of stormwater or to infiltrate stormwater to the ground. BMPs applicable to Licensee's use of the Facility may include a requirement that all materials, wastes or equipment with the potential to pollute urban runoff be stored in a manner that either prevents contact with rainfall and stormwater, or contains contaminated runoff for treatment and disposal. Licensee is required to and shall use, operate, maintain, develop, redevelop and retrofit the Facility, as necessary, in accordance with Stormwater Laws restricting the discharge of non-stormwater at or from the Facility and Stormwater Laws requiring pollution prevention measures, source control measures, or the installation or use of BMPs. Licensee shall develop, install, implement and/or maintain at Licensee's sole cost and expense, any BMPs or similar pollution control devices required by Stormwater Laws and any implementing regulations or guidance. Licensee understands and acknowledges that the Stormwater Laws applicable to Licensee's use of the Facility may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Licensee's activities or development or redevelopment by Licensee or County. Licensee shall conduct stormwater training and perform regular stormwater self-inspections, and maintain records of all stormwater training and self-inspections and provide all necessary documentation to County upon request. Licensee shall develop, install, implement, and maintain any additional BMPs and/or other pollution control practices at the Facility at Licensee's sole cost and expense. To the extent there is a conflict between any federal, state or local law, Licensee shall comply with the more restrictive provision. If County receives any fine or fines from any regulatory agency as a result of Licensee's failure to comply with Stormwater Laws, Licensee shall reimburse County for the entire amount of the fine(s).
- 16. <u>Hazardous Substances</u>. Licensee shall be solely responsible for fully complying with all present or future federal, state and local laws, statutes, regulations, ordinances, policies, guidelines and orders of any governmental entity regarding contaminated soils, hazardous materials or environmental cleanup, regardless of whether or not the obligation to comply is an obligation of the land owner. If any hazardous substance spills, leaks or is discharged from any facility on the Facility, Licensee shall immediately make all repairs necessary to prevent further spills, leaks or discharges and shall immediately clean up and promptly dispose of the spilled hazardous substance and any soil contaminated by the spill. If the Licensee fails to make the

required repairs, to clean up the spill or to properly dispose of any contaminated soil, County may after written notice to Licensee take all steps County deems necessary to make the necessary repairs, to clean up the spill and to dispose of any contaminated soil. Licensee shall reimburse County for the cost of all repair and cleanup work performed by County. Licensee shall reimburse the County for the cost of any work, plus administrative expenses, within thirty (30) days of receiving a bill for the work from the County. Licensee shall be solely responsible for paying all fines, damages and penalties imposed by any governmental agency regarding the production, storage, distribution, processing, handling, disposing, spilling, leaking or discharging of any hazardous substance. Without limiting Licensee's indemnification obligations to County under Section 18 and excluding material expended from ammunition or ordnance by Licensee pursuant to the terms and conditions of this License, Licensee shall indemnify, defend, reimburse and hold harmless County, its elected officials, officers, employees and agents from any and all liability, claims, damages or injuries to any person, including injury to the County or any of County's elected officials, officers, employees, agents, representatives, guests, licensees, invitees, patrons, or of any other person, and all expenses of investigating and defending against all liability, claims, damages or injuries, arising from or alleged to have arisen from or in connection with the presence of hazardous substances, toxic materials or hazardous waste upon, about or beneath the Facility or migrating to or from the Facility or arising in any manner out of the violation of any governmental regulation pertaining to hazardous substances, toxic materials or hazardous waste which condition exists after the execution of this License as a result of the conduct of Licensee, its officers, employees and agents.

- 17. <u>County Access</u>. County, or County's representatives or agents, may enter the Facility at any and all reasonable times during the Term of this License for the purpose of determining whether the Licensee is complying with the terms and conditions of this License, or for any other purpose incidental to the rights of County.
- 18. <u>Indemnification</u>. County shall not be liable for, and Licensee shall defend and indemnify County and its elected officials, officers, employees and agents (collectively "County Parties") against, any and all claims, demands, liability, judgments, awards, fines, mechanics liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively "Claims"), related to this License or Licensee's use of the Facility and arising either directly or indirectly from any act, error, omission or negligence of Licensee or its contractors, agents, volunteers, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Licensee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that the Claim was caused by the sole negligence or willful misconduct of County Parties.
- 19. <u>Insurance</u>. Within ten (10) business days prior to the Commencement Date, Licensee shall submit to County certificates of insurance and appropriate separate endorsements to the actual insurance policy, evidencing that Licensee has obtained for the Term of this License, at its sole expense, insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A, VII or a company of equal financial stability approved in writing by County's Risk Management Division.

- a. An occurrence policy of Commercial General Liability insurance including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability insuring Licensee against liability for bodily injury, personal injury or property damage arising out of or in connection with Licensee, their agents, representatives, employees or subcontractors performance of work or service under this License of not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate. The County of San Diego, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to Licensee's insurance (at least as broad as ISO form CG 2012).
- b. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$1,000,000 each accident.
- c. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego. If Licensee is a Federal Agency, the Federal Employees Compensation Act (FECA) would be acceptable to County's Risk Management Division regarding this coverage.
- d. Certificates of insurance provided by Licensee must evidence that the insurer providing the policy will give County written notice of cancellation in accordance with the policy provisions.

If Licensee maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Licensee. As a requirement of this License, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to County. County shall retain the right to review the coverage, form and amount of insurance required in this License and may require Licensee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. County retains the right to demand a certified copy of any insurance policy required in this License after fifteen (15) days' notice. Licensee may fulfill some or all of the insurance requirements contained in this License under a plan of self-insurance. Licensee shall only be permitted to utilize self-insurance if in the opinion of County Risk Management, Licensee's (i) net worth, and (ii) reserves for payment of the claims of liability against Licensee are sufficient to adequately compensate for the lack of other insurance coverage required by this License. Licensee's utilization of self-insurance shall not in any way limit liabilities assumed by Licensee under this License.

20. <u>Accidents</u>. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this License, Licensee shall immediately notify the Sheriff's Communication Center at 858-565-5030. Licensee shall promptly submit to County a written report, in any form required by County, of any accidents that occur in connection with this License. The report must include the following information: (i) the name and address of the injured or deceased person(s); (ii) the name and address of Licensee's liability insurance carrier; and (iii) a detailed description of the accident and whether any of County's equipment, tools,

material or staff was involved.

- 21. <u>Assignment</u>. Licensee shall not assign or transfer any interest in this License.
- 22. <u>Notices</u>. Any notice, other than the Facility reservations described in Section 4 of this License, that is required or permitted to be given pursuant to this License shall be written and shall be effective (i) when personally delivered to the recipient or sent by facsimile transmission, or (ii) on the third business day after being sent by the United States Postal Service, postage prepaid and addressed to the party as follows:

If to County: Sheriff Weapons Training Unit

440 Alta Road

San Diego, California 92154

With a copy to: County of San Diego

Department of General Services Real Estate Services Division

5560 Overland Avenue

Suite 410

San Diego, California 92123

If to Licensee: Debbi Claypool

Office of Contract Services

Palomar Community College District

1440 West Mission Road San Marcos, California 92069

Telephone Number: 760-744-1150, extension 2129

Copy to: Mark DiMaggio, Director

Police Academy

Palomar Community College District

182 Santar Place

San Marcos, California 92069

If Licensee's contact information changes during the term of this License, Licensee shall notify County in writing within five (5) business days of the change.

- 23. <u>Entire Agreement</u>. This License constitutes the entire agreement between County and Licensee with respect to the subject matter of this License, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
- 24. <u>Interpretation</u>. This License shall be governed by the laws of the State of California. However, the provisions of this License shall be strictly construed against Licensee.
 - 25. Authority to Sign. Licensee represents and warrants that it has full power and

authority to execute and fully perform its obligations under this License without the need for any further action, and that the person executing this License on behalf of Licensee is the duly designated agent of Licensee and is authorized to act on behalf of Licensee.

- 26. <u>Business Days</u>. The term "business days" as used in this License means any calendar day other than a Saturday, Sunday, or official County holiday.
- 27. <u>Exhibits</u>. All exhibits referred to in this License are attached to this License and incorporated into this License by reference.
- 28. <u>Effective Date</u>. County and Licensee have executed this License as of the day and year written below. This License shall be effective as of the date of its execution by the Director.

SIGNATURES

Licensee:	County:
Palomar Community College District	County of San Diego, a political subdivision of the State of California
By: Ron E. Ballesteros-Perez, Assistant Superintendent, VP Finance and Administrative Services	By:
Date:	Date:

EXHIBIT "A" FACILITY MAP Location Map

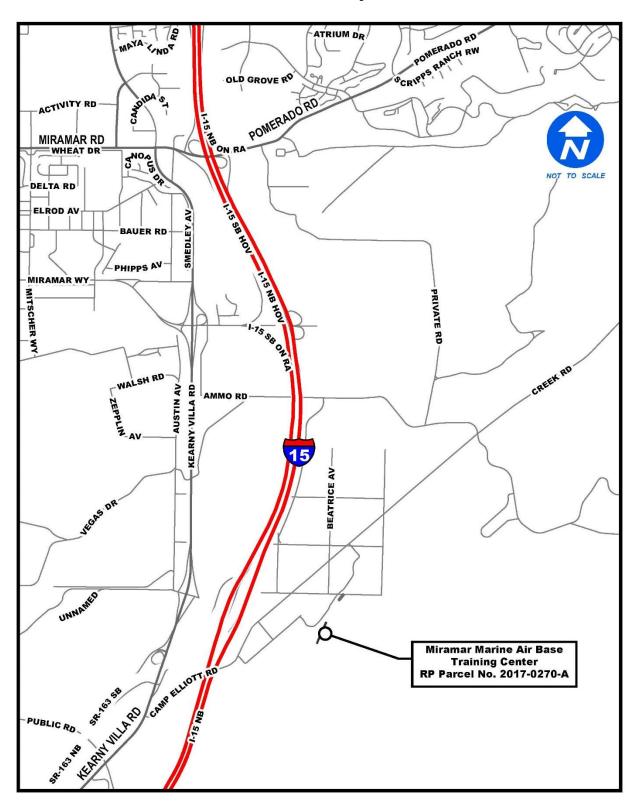


EXHIBIT "A" FACILITY MAP Site Map

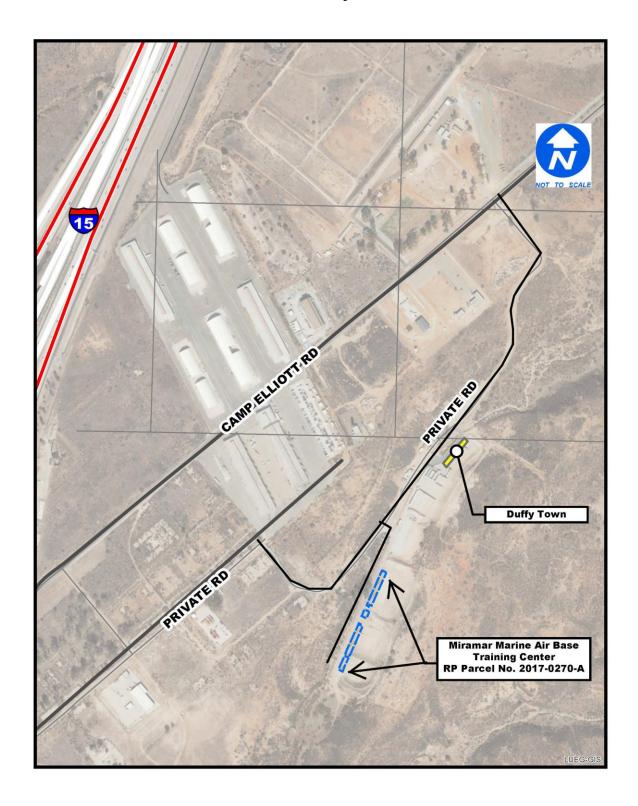
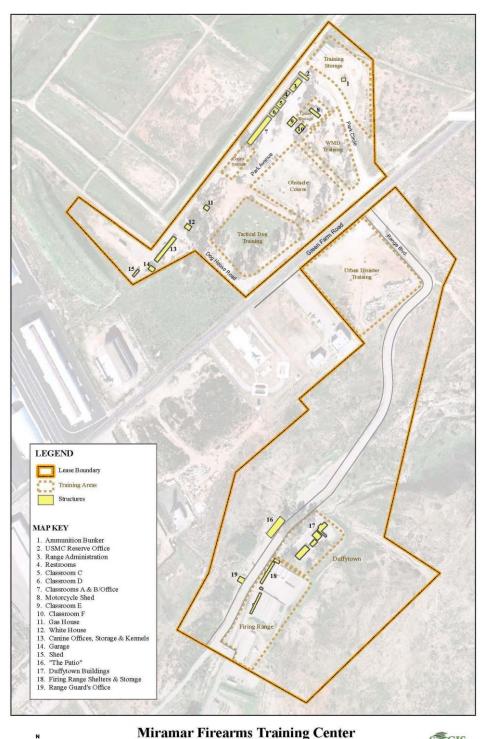


EXHIBIT "A" <u>FACILITY MAP</u> Site Plan







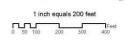






EXHIBIT "B" FEE SCHEDULE

MIRAMAR FIREARMS TRAINING CENTER EFFECTIVE 12/04/2017

STRUCTURED TRAINING EVENTS Firing Ranges, Training Venues and Classrooms	4-hours	8-hours
Range 5 - Combat - 25-yard range	\$200.00	\$300.00
Range 6 - Drive on/Combat - 40-yard range	\$200.00	\$300.00
Range 7 - Drive on/Combat - 50-yard range	\$200.00	\$300.00
Duffytown (rear firing range only)	\$200.00	\$300.00
Duffytown (w/o firing range)	\$200.00	\$300.00
Duffytown (with rear firing range)	\$200.00	\$300.00
Duffytown Classroom (Maximum 45 Occupancy)	\$100.00	\$150.00
Classroom A (FATS)	N/A	N/A
Classroom B (Maximum 42 occupancy)	\$100.00	\$150.00
Classroom C (Maximum 35 occupancy)	\$100.00	\$150.00
Classroom D (Maximum 35 occupancy)	\$100.00	\$150.00
Classroom F (Mat Room)	\$100.00	\$150.00
SWAT Obstacle Course	\$200.00	\$300.00
K-9 Training Center	\$200.00	\$300.00
Gas House (Chemical Agents Building)	\$200.00	\$300.00
After Hours	\$300.00	N/A

Revised 2/2/2018

EXHIBIT "C" RULES AND REGULATIONS

Use of the Facility falls into two categories: (i) "Open Shooting" (individual shooting) and (ii) "Structured Training Events" (group training). The use of the Facility is subject to the rules and regulations below, which is subject to change during the Term of this License. Any changes will be communicated by County personnel at the Range office at the time when appointments are made and/or at check-in for Range use.

Open Shooting

Open Shooting is designed to allow law enforcement officers the opportunity to train individually. The officer must adhere to the following protocols when using the Range. Failure to adhere to the protocols may result in loss of Range privileges and notification of the loss of shooting range privileges to the officer's employer. If more than three individual Open Shooters of Licensee use the Range at the same time, the use will be categorized as a group and shall require payment of Structured Training Reservation fees.

- 1. The officer shall report to the Range office prior to shooting.
- 2. The officer shall read and acknowledge the Range safety rules.
- 3. All firearms being used during training shall be listed on the sign-in log.
- 4. The officer may be required to provide eye and ear protection and tape at the time of check-in.
- 5. Open shooting shall only be conducted on the Range designated by the Range office.
- 6. Only stationery, presented targets shall be used.
- 7. The officer shall provide cardboard target backing.
- 8. No steel shooting is allowed without prior coordination with the Range office and approval from the Sheriff's Weapons Training Lieutenant.
- 9. No automatic firearms shall be fired during open shooting without prior coordination with the Range office and approval from the Sheriff's Weapons Training Lieutenant.
- 10. The officer shall check out with the Range office prior to leaving the Facility.
- 11. All damage and injuries must be reported to Range office at the time of check out and reported pursuant to Section 22 of this License.
- 12. Licensee and its employees, guests, and invitees shall not clean weapons at the Facility using solvents or other hazardous substances. The Facility does not provide disposal of

rags or other materials used for cleaning weapons. Pursuant to Section 16 of this License, the Licensee is responsible for fully complying with all federal, state, and local laws pertaining to hazardous substances.

Structured Training Events

To reserve a Range or use a Training Room for a Structured Training Event, the requesting agency must:

- 1. Contact the Facility's scheduling office to check availability at 858-565-3077.
- 2. Submit a request via email at <u>rangerequest.mtf@sdsheriff.org</u> or to 858-565-3077 a minimum of two (2) weeks prior to requested date. The written request must include the following information:
 - a. Name of the Range Safety Officer (defined in EXHIBIT "D") who will oversee the training.
 - b. Identification of the Range or Training Room being requested.
 - c. Date and time of requested use and number of trainees.
 - d. Synopsis of the course of fire or nature of training or event being conducted.
 - e. Types of firearms and ammunition to be used.
 - f. Indication if automatic weapons are to be used. This must be approved by Range office prior to the training.
- 3. Confirm that that Range Safety Officer that will oversee the training meets the qualifications listed in EXHIBIT "D" <u>RANGE SAFETY OFFICER QUALIFICATIONS</u> of this License.
- 4. The Range Safety Officer shall conduct a pre-use inspection of the Facility. Any maintenance discrepancy should be brought to the attention of the Range office prior to use.
- 5. The Range Safety Officer, at the conclusion of training, shall sign out at the Range office. Any damage or injuries shall be reported prior to leaving the Facility out and reported pursuant to Section 22 of this License.

EXHIBIT "D" RANGE SAFETY OFFICER QUALIFICATIONS

Any agency wanting to schedule the use of a Range at the Facility for a Structured Training Activity shall:

- 1. Be a law enforcement agency or military entity authorized to use the Facility.
- 2. Have a "Range Safety Officer" who has completed a "Police Officer Standards and Training" [POST] approved firearms instructor certification course or equivalent.
- 3. Submit a letter indicating the certification course attended by the Range Safety Officer and the date of the certification.
- 4. Have the Range Safety Officer attend an annual update course or review of updated Facility policy as dictated by the Sheriff's "Range Master".

EXHIBIT "E" RANGE SAFETY POLICY

It is the responsibility of the Sheriff's Range Master, Facility staff and the Licensee's Range Safety Officer to ensure a safe training environment by enforcing and obeying the following safety guidelines:

General Safety Rules

- 1. Safety is everyone's responsibility.
- 2. Authorization to use the Facility is restricted to law enforcement and military personnel only.
- 3. Civilian guests, accompanied by a law enforcement/military host, may use the Facility. However, this use must be scheduled in advance and supervised by Weapons Training Unit staff.
- 4. Signing in and out at the Range office is mandatory.
- 5. No person under the age of 18 will be allowed on the facility without prior authorization of Range office.
- 6. Any person displaying symptoms of intoxication will not be allowed at the Facility. Any person using prescription drugs must report this to the Range Safety Officer or Facility staff prior to using the Range. If the individual's sobriety or ability to operate weapons safely is questionable, Facility staff will reserve the right to deny access to the Facility. The individual will be released to a competent guardian and shall leave the Facility.
- 7. Smoking is not allowed at the Facility.
- 8. Individuals using the Range are restricted to a 90-minute use period when other personnel are waiting to use the Range.
- 9. Aiming, discharging and all loading and unloading of weapons must be done on the firing line of the Range and not in the parking area of the Facility, with the firearm pointed in a safe direction (down range).
- 10. Firing of automatic firearms will only be permitted upon approval of the Range office.
- 11. Use of eye and ear protection is required of all personnel while shooting is in progress.
- 12. All expended ammunition casings and trash will be cleared from the Range following use.

- 13. Pursuant to Section 9 and Section 22 of this license, all damage must be promptly reported to the Range office.
- 14. All injuries must be reported to the Range office immediately. Any response to medical emergencies shall be in compliance with the "Medical Response Procedures" set forth in the Miramar Firearms Training Center Policy & Procedures Manual.
- 15. No ammunition is allowed in firearms cleaning areas.
- 16. No diversionary devises (flash bangs) are allowed at the Facility, unless authorized in advance by Facility staff.
- 17. No chemical agents may be used at any time.
- 18. No walking is allowed on any dirt impact area or protective berms at any time.
- 19. No dogs are allowed at the Facility, unless they are enclosed/secured within a law enforcement vehicle. Dogs shall not leave a vehicle while at the Facility. No "breaking" of a dog will be allowed at the Facility.
- 20. All vehicles will be driven in a safe and reasonable manner not to exceed 15 miles per hour.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("agreement") is between Palomar Community College District ("Palomar") and the San Diego Sheriff's Department ("SDSD") and outlines a collaborative education program between the SDSD and Palomar. The goal of Palomar is to build strong and effective pathways to the community college for currently incarcerated adults in the San Diego County jail system through high quality academic instruction and student support services.

Palomar Role: Establish and implement educational curricula, course instruction and assist in facilitating community reentry planning.

- Palomar will work collaboratively with SDSD to identify available instruction hours and provide instruction for scheduled classes within the program according to education code and district policy.
- Palomar will provide SDSD a list of all materials, tools and equipment needed for each course.
 Palomar agrees to schedule courses in compliance with SDSD department policy.
- All Palomar staff including, instructors and support personnel, will comply with all SDSD clearance requirements. SDSD may approve or decline authorization to enter any San Diego County jail.
- Palomar will work collaboratively with SDSD to establish criteria for student participation.
- Palomar will admit and register participants in college courses, keep and maintain attendance and performance records and process applications for scholarships, fee waivers, and financial aid for students as needed or appropriate.
- Palomar will provide make-up hours of instruction or appropriate alternatives as needed, as approved by SDSD, where the established schedule is interrupted due to "Lock Down" or "Modified Program," or other event(s), that prevent(s) the student or instructor from conducting class(es) at the scheduled time(s).
- Palomar will provide appropriate transcripts of courses, certificates and degrees to participating students who satisfactorily complete the course of instruction.
- Palomar will provide learning support services for the education program services to the extent reasonably possible that may include learning support, disability support and Extended Opportunity Programs and Services (EOPS).

San Diego Sheriff's Department Role: Facilitate and Support

- SDSD will select a proposed group of student candidates, and work with Palomar to choose the final participants for each course/program.
- SDSD will work together with Palomar in the registration of the students and processing of applications for scholarships, fee waivers, and financial aid.
- SDSD will provide appropriate space to support the educational program.
- SDSD will provide pre-identified course materials including textbooks and related supplies required for each course.
- SDSD will work with Palomar to provide make-up hours of instruction or appropriate alternatives as needed. Where the established schedule is interrupted due to "Lock Down" or "Modified Program," or other event(s), that prevent(s) the student or instructor from conducting class(es) at the scheduled time(s).
- SDSD will provide Palomar with all required security training and orientation in compliance with the Sheriff's Department Policies and Procedures.

Prison Rape Elimination Act (PREA)

The San Diego Sheriff's Department is committed to providing a safe, humane, secure environment, free from sexual misconduct. Palomar shall adopt and comply with the Prison Rape Elimination Act of 2003 SDSD policy.

Palomar shall comply with the Prison Rape Elimination Act of 2003, 42 U.S.C. 15601 et seq. (PREA), any applicable PREA standards (including 28 C.F.R. 115 et seq.), and any related County ordinances or Sheriff's Department policies regarding PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse. Such PREA standards require that all volunteers, officers, employees, agents and subcontractors who have contact with residents under this contract receive training pursuant to 28 C.F.R. 115.232 and 28 C.F.R. 115.332. Palomar shall provide Sheriff's Department with documentation confirming that all volunteers, officers, employees, agents, and subcontractors understand the training they have received. Palomar acknowledges that the County will monitor Palomar's compliance with PREA, any applicable PREA standards, and County ordinances or Sheriff's Department policies relating to sexual abuse, and may conduct announced and/or unannounced compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and County PREA policies, may result in termination of the MOU.

Indemnification

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

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

Insurance

General Provisions for All Insurance Coverage Palomar shall carry general liability insurance, including malpractice. Insurance covering faculty members and staff of Palomar during assignment with SDSD; with limits of liability \$1,000,000/\$3,000,000, paying up to \$1,000,000 for each claim up to a total of \$3,000,000 in any one year during assignment in SDSD premises.

Palomar shall carry Workers' Compensation Insurance covering its faculty and staff while at the SDSD (pursuant to California Labor Code Section 3368).

SDSD agrees to maintain in full force and effect Workers' Compensation Insurance as required under California law, covering any employees or agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against Palomar by an employee of SDSD participating under this agreement, SDSD agrees to defend and hold harmless the DISTRICT from such claim.

SDSD agrees to maintain general liability insurance, with limits of liability at least \$1,000,000 single limit liability coverage/\$3,000,000 aggregate.

Palomar also shall promptly report to SDSD any injury or property damage accident or incident, including any injury to a Palomar employee occurring on SDSD property, and any loss, disappearance, destruction, misuse, or theft of SDSD property, monies or securities entrusted to Palomar once Palomar becomes aware of injury or property damage accident or incident and any loss, disappearance, destruction, misuse, or theft of SDSD property, monies or securities entrusted to Palomar.

Term of Agreement

This agreement shall become effective upon the execution by all parties hereto and shall continue in effect for a period of up to five (5) years, unless terminated by one of the Parties by at least 60 days written notice to the other party. Such notice shall provide for completion of any courses commencing within 30 days of such notice or in progress at the time of the giving of such notice.

Amendment

Any changes, deletions, or additional to this agreement shall first be considered in a meet and confer with approved modifications documented in writing and signed by the authorized signatories of all parties prior to becoming effective. No oral understanding or agreement not incorporated herein shall be binding any of the parties hereto.

Notices

To Palomar:

All notices to any party hereunder shall be in writing, signed by the party giving it and shall be sufficiently given or served.

To SDSD

Palomar Community College District Attn: Office of Contract Services	
1140 West Mission Road	
San Marcos, CA 92069	
Choice of Law	
California law shall apply to this agreement and a	ny action or proceeding to enforce the terms thereof shall
be brought in the North County Judicial District of	f San Diego County, California.
execute the agreement on behalf of their respect	f of each party warrants that they are authorized to live agencies and that the agency will be bound by the between all parties is that there are no funds obligated
PALOMAR COLLEGE:	
By:	Date:
RON BALLESTEROS-PEREZ	
ASSISSTANT SUPERINTENDANT/VICE PRESEIDENT	•
FINANCE AND ADMINISTRATIVE SERVICES	
SHERIFF'S DEPARTMENT:	
By:	Date:
WILLIAM D.GORE	
SHERIFF	
	Palomar & SDSD – Educational Curricula & Couse Instruction Agreement

Palomar Community College District

TOPIC: FY 2018/19 Transition to BoardDocs agenda management software using iPads or similar table devices

OVERVIEW:

Technology advances are making the continued use of paper agenda packets more expensive and less efficient. The District is undertaking efforts to improve efficiency and reduce costs with the overall goal of being paperless wherever possible. The BoardDocs agenda management program is one way the District can reduce costs associated with the production, distribution and preparation of meeting and agenda materials.

DISCUSSION/FINANCIAL IMPLICATIONS:

Responding to the Board's interest in BoardDocs the District is proposing investing in this current technology. Utilizing BoardDocs is also consistent with the Districts core values of trust through transparency and, creativity and innovation in engaging our community members.

Currently, the Governing Board Office prepares 12-15 paper sets of agenda meeting materials (agendas, draft minutes, and exhibits) for each meeting, this equates to an average of 200 sets annually. While staff has reduced the number of materials from an all-time high of 175 copies per meeting down to 15 additional improvements are available. Using technology for a paperless system is the next step in the process.

In addition to BoardDocs software license, the District will also need to purchase 17 tablets for use by the trustees and constituent group leaders during meetings. While the immediate goal is to go live with BoardDocs at the start of the 2018/19 FY with the Governing Board meetings, the use of the software will also be expanded to other governance committees as well as accreditation and monitoring strategic planning goals.

All materials will remain available online and a single hard copy packet will still be made available for members of the public during the Governing Board meetings.

RECOMMENDATION:

Ratify the initial five-year End User Agreement with Emerald Data Solutions, Inc. for the use of the BoardDocs service as detailed in the exhibit.

BoardDocs End User Agreement

Part I: Order Form

Emerald Data Solutions, Inc. ("Emerald"), with an address at 1515 North Courthouse Road, Suite 210, Arlington, VA 22201, provides a proprietary, web-based service known as BoardDocs (the "Service"), that enables organizations to enhance aspects of the governance process and communications between the administration, the public and the board, all on and subject to the terms of this End User Agreement (the "Agreement"). By executing this Agreement, the below named customer ("Customer") agrees to use, and Emerald agrees to make available to Customer, the Service, all in accordance with and subject to the terms and conditions described in this Agreement.

1. General Information.

PROJECT INFORMATION	SALES	INFORMATION
Billing Agent: CCLC	Sales R	ep Phone: (865) 789-4639
Sales Rep Name: Kristin Forsberg	Sales R	ep E-Mail: kforsberg@boardeffect.com
CUSTOMER INFORMATION		NAME OF TAXABLE PARTY OF TAXABLE PARTY.
Organization Name: Palomar College		
Address: 1140 West Mission Road		
City: San Marcos	State: CA	Zip: 92069

2. Charges. For each BoardDocs site (as defined by Emerald) ordered under this Agreement, Customer will pay the applicable Annual Recurring Charge ("ARC") and the Non-Recurring Charge ("NRC") set forth below. Once paid, the ARC and NRC are not refundable. The initial NRC and ARC will be invoiced promptly after execution of this Agreement.

Initial Service	Type of Service	Amount
	NRC (Non-Recurring Charge)	\$1,000.00
×	BoardDocs Pro Plus ARC (Annual Recurring Charge)	\$17,500.00
	BoardDocs Pro ARC (Annual Recurring Charge)	\$9,000.00
	BoardDocs LT Plus ARC (Annual Recurring Charge)	\$5,700.00
	BoardDocs LT ARC (Annual Recurring Charge)	\$2,700.00

3. Term. The "Initial Term" of this Agreement will commence on the Effective Date, as defined below, and continue for five (five) years thereafter. Notwithstanding the foregoing, Customer may terminate this Agreement on any anniversary of the Effective Date subject to Customer providing Emerald at least thirty (30) days advance written notice prior to such termination. On the expiration of the Initial Term, the Term of this Agreement may renew and remain in effect for up to five (5) additional one- (1-) year periods (each a "Renewal Term") upon written agreement of the Parties prior to the end of the then-current Initial Term or any Renewal Term. Notwithstanding the foregoing, Customer may terminate this Agreement for convenience and without liability solely by providing written notice of such termination to Emerald by April 12th, 2018. For the avoidance of doubt, Customer shall be invoiced for the Initial Term on April 13th, 2018. Emerald may increase the ARC from time to time upon at least sixty (60) days' advance written notice to Customer and which increase shall take place at the commencement of the next Renewal Term.

BY SIGNING BELOW, THE PERSON SIGNING FOR CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO EMERALD THAT HE OR SHE HAS THE AUTHORITY TO SIGN FOR CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS.

CUSTOMER

SIGNATURE

EMERALD DATA SOLUTIONS, INC.

BIGNATURE

Name and Title of Authorized Representative

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

Palomar Community College District

John Van Arsdalc

Name and Title of Authorized Representative

"Effective Date" shall be the date of the last signature.

3/28/18

Director

Part II: Additional Terms and Conditions

- 4. Provision of the Service. Subject to the terms and conditions of this Agreement, Emerald will make the Service available to Customer in accordance with this Agreement, the Service Level Agreement ("SLA") and the Emerald Acceptable Use Policy ("AUP"), which SLA and AUP are posted on Emerald's web site at http://www.BoardDocs.com/Home.nsf/legal and both of which are incorporated into and made a part of this Agreement. Emerald will provide Customer with at least sixty (60) days' advance notice of any change in the SLA or AUP. Emerald will use commercially reasonable efforts to make the Service available to Customer by an implementation date agreed to by the parties, including establishing the hosting of the Service and storage of data uploaded via the Service. Such Service will be co-branded with both parties' "Marks" (as defined in Section 10). Emerald may modify certain components of the Service as required by changes in laws, regulations or technology, requests of customers or to make improvements or correct problems or issues.
- 5. Payment. Customer agrees to pay Emerald (or its designated billing agent) all charges or fees described in this Agreement within thirty (30) days of Customer's receipt of the applicable invoice. The ARC will be invoiced annually in advance. In addition to such rates and charges, Customer will be responsible for all taxes and fees assessed or due with regard to its use of the Service and, if applicable, Customer will provide Emerald with any certificate or other evidence of tax-exemption. The continued provision of the Service is conditioned on Customer's creditworthiness and may be subject to a mutually agreeable reasonable assurance of payment or deposit. All charges or fees paid or payable are non-refundable. All amounts payable to Emerald are payable in full in United States dollars unless specifically indicated to the contrary in this Agreement.
- 6. Termination. This Agreement is effective for the Term described in Section 3. Emerald may terminate this Agreement and/or cease or suspend the provision of all or any part of the Service upon: (a) Customer's failure to pay any amount when due undor this Agreement (after ten (10) days' prior written notice of such failure to pay); (b) the filing of a petition in bankruptcy by or against Customer; (c) any illegal, slanderous, infringing or inappropriate "Content" (as defined in Section 8) being loaded on any website or otherwise transmitted or used in connection with the Service which is not immediately ceased and removed after request by Emerald; or (d) any material breach of this Agreement by Customer, including but not limited to any violation of the AUP (all of the foregoing being defined as a "Customer Caused Termination or Suspension"). In the case of any such Customer Caused Termination or Suspension, Customer will pay for all accrued and unpaid charges for the Service provided through the date of such Customer Caused Termination or Suspension. Customer may terminate this Agreement upon: (a) the filling of a petition in bankruptcy by or against Emerald; or (b) any material breach of this Agreement by Emerald. Upon any termination of this Agreement, Customer agrees its right to use the Service or Emerald "Intellectual Property" and/or "Marks" (as defined in Section 10) shall immediately cease and Customer shall cause all of its affiliates to cease using the Service and all of Emerald's Intellectual Property or Marks.
- 7. Use of the Service. Subject to the terms and conditions of this Agreement, Emerald hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, non-sublicenseable, non-transferable, annual license to access the Service for Customer's purposes solely during the Term. Customer will be responsible for all hardware, software (Including browser software) and internet communication links and connectivity necessary to access the Service from their respective facilities, including, without limitation, maintaining sufficient bandwidth to meet Customer's utilization demands. Customer shall be solely responsible for ensuring that each of the persons or entitles that accesses the Service through Customer or its systems or with Customer's consent (collectively, "Users") complies with all of the terms and conditions of this Agreement, including the AUP and all applicable laws, rules, regulations and ordinances. Customer will not copy, modify, adapt, translate, hypothecate, lease, disclose, loan, sublicense, resell, distribute or create derivative works based on all or any part of the Service or Emerald Intellectual Property or Marks, unless expressly permitted in writing by Emerald. Customer will not attempt to decompile, reverse engineer or disassemble the Service and Customer will be liable to Emerald for any unauthorized copying, reverse engineering or use of the Service by Users. Unless otherwise agreed in writing by Emerald, Customer will not, and will cause each of the Users to not, remove or modify, or attempt to remove or modify, any proprietary notices contained in or associated with the Service. Customer agrees that it is solely responsible for maintaining and ensuring that its Users maintain the confidentiality of any User passwords or access codes entrusted to Customer or its Users, and for all activities resulting from their authorized or unauthorized use.
- 8. Customer Content and Data. Subject to the terms of this Agreement, Customer is exclusively responsible and liable for all content it posts or transmits using the Service (the "Content"), and Emerald has no responsibility or liability therefore, nor will Emerald be responsible for reviewing or determining the accuracy or appropriateness of any such Content. Content does not include data or information regarding other customers of Emerald or any information provided by Emerald. Customer will not use any information accessible from the Service in conjunction with any enterprise unrelated to its governmental dutles or not authorized or contemplated by this Agreement. Customer reserves exclusive rights to all of its information stored in fields and as attachments in the Service database. At Customer's request, Emerald will export the data from the Service database in its native format at no charge to Customer. If Customer desires Emerald to convert the data into any other format other that its native format, Customer shall pay Emerald twohundred and fifty dollars (\$250) per hour for such conversion services. Customer hereby grants to Emerald, and Emerald hereby accepts, a non-exclusive, royalty-free license to use such Content, information and data for purposes of providing the Service to Customer and performing any other obligations under this Agreement, for their business purposes relating to the Service, and for the maintenance or use of business records and information associated with any of the foregoing. Customer is solely responsible for such Content, information and data (including, without limitation the accuracy of such Content, information and data) and for ensuring that Customer has the necessary rights to use such Content, information and data, and Customer will defend, and satisfy any claims, judgments or expenses of or against Emerald, arising out of any third-party claims relating to such Content, information or data. Customer has only the limited rights granted by this Agreement.
- 9. Acceptable Use. All use of the Service will comply with the Emerald's AUP. Customer will not: (a) post or transmit on or through any website or network through which the Service is provided any libelous, slanderous, obscene or otherwise unlawful information or materials of any kind or any information that invades the privacy or rights of a third party; (b) interfere with or disable the Service or Emerald's systems or operations in any way; (c) engage in any conduct involving the Service that would constitute a criminal offense

or give rise to civil liability under any local, state, federal or other law or regulation; or (d) post, transmit, upload, reproduce or distribute to or through the Service any material or Content protected by copyright, patent, confidentiality, trade secret, trademark, privacy or other intellectual property or proprietary rights without first obtaining sufficient legal consent or written permission from the owner thereof. Unless the law that governs Customer's existence or operation prohibits this, Customer agrees to defend, indemnify and hold harmless Emerald from any and all liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to a failure of Customer or its Users to comply with all applicable laws, this Agreement or the AUP or Customer's actions or omissions with respect thereto.

- 10. Ownership and Intellectual Property. "Intellectual Property" means (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith) and any other rights to any form or medium of expression and all applications for registration of any of the foregoing; (b) trade secrets and confidential information (as defined by applicable law), privacy rights and any other protection for confidential or proprietary information or ideas; (c) patents and patent applications; (d) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other intellectual property laws; and (e) any other similar proprietary rights or interests recognized by applicable law. Customer acknowledges and agrees that Emerald owns (as between Emerald and Customer) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the Service, the Marks and all derivative works and components of any of the foregoing. Customer specifically disclaims, and acknowledges it will never acquire, claim or seek to register, any Intellectual Property or other property rights or interests in the Service or Emerald Intellectual Property, or any derivative work of any of the foregoing, by operation of law or otherwise. Customer will execute and deliver confirmations or other written instruments as reasonably requested by Emerald to confirm Emerald's exclusive ownership of Emerald's intellectual Property and the Service. As between Customer and Emerald, Customer will own all Intellectual Property or other property rights or interests in and to Customer's own data and Content. Subject to the terms this Agreement, each party hereby grants to the other during the Term of this Agreement a royalty-free, non-exclusive, non-transferable license to use such party's trademarks and service marks (and the good will associated therewith) provided to the other by such party (the "Marks") solely in connection with the other's performance of this Agreement and in connection with their use of the Service. Each party agrees that any use of the other party's Marks will be in strict accordance with the other party's reasonable trademark and service mark guidelines as provided and revised by the other party from time to time. Emerald reserves all rights not expressly granted to Customer in this Agreement.
- 11. Disclaimer. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE, CONTENT AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK, EMERALD EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET OR PROVIDED BY CUSTOMER OR ITS AFFILIATES, AND EMERALD EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY EMERALD ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NO ADVICE, STATEMENT OR INFORMATION GIVEN BY EMERALD, ITS AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY AND EMERALD DOES NOT WARRANT THAT THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY EMERALD WILL BE UNINTERRUPTED OR ERROR-FREE.
- 12. Limitations of Liability. NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE, EXCEPT WITH RESPECT TO ANY INDEMNITY PROVIDED BY CUSTOMER UNDER THIS AGREEMENT. EMERALD'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY EMERALD FROM CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE.
- 13. Confidentiality. A party's "Confidential Information" means information or data (in oral, written, electronic or other form), excluding any "Trade Secrets" (as defined under applicable law), related to or owned or controlled by such party, valuable to such party and not generally known or readily available through legal means (other than its disclosure in reliance on this Agreement) to the receiving party. Customer acknowledges that the Service contains Confidential Information and Trade Secrets of Emerald. Subject to applicable law, a receiving party may use the disclosing party's Confidential Information or Trade Secrets to perform its obligations and exercise its rights under this Agreement, and may not communicate, disclose, transfer or use the disclosing party's Confidential Information or Trade Secrets for any other purpose without the prior written consent of the disclosing party. The foregoing restrictions shall not apply to any Confidential Information or Trade Secrets of the disclosing party that: (a) are in the public domain, other than due to the actions or omissions of the receiving party; (b) can be proven to have been already known by the receiving party before their disclosure by the disclosing party; (c) were independently developed by the receiving party without access to or use of any Confidential Information or Trade Secrets of the disclosing party. In addition, the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets only to its officers, directors and employees on a need-to-know basis after informing any such disclosees that it is confidential and subject to the terms of this Agreement, and provided that such disclosing party remains liable to ensure that such individuals comply with the requirements of this Agreement. Notwithstanding the foregoing, after giving reasonable notice to the disclosing party (which notice affords the disclosing party an opportunity to seek a protective order or other remedy), the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets to the extent required by law or a court of competent jurisdiction. On request, each receiving party will return or destroy all copies or records that contain or reflect the disclosing party's Confidential Information or Trade Secrets. A party may seek injunctive relief to redress or prevent violations of this Section 13, in addition to, and not in lieu of, any other rights and remedies available to such party. Trade Secrets will be protected as required by this Agreement and applicable law for so long as they remain a Trade Secret under applicable law.

14. Miscellaneous

- (a) Any claim or dispute relating to this Agreement will be will be governed by California law. Any action to enforce the provisions hereof, or to interpret them, shall be in the courts of the State of California, Court of San Diego, North County Judicial District. The parties agree that the finder of fact must adhere to the terms and conditions in this Agreement.
- (b) If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions will remain in full force and effect. Except with regard to the SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights under this Agreement. The terms and conditions of this Agreement will not be more strictly construed against either party since both parties negotiated this mutually acceptable Agreement.
- (c) Notices under this Agreement will be sent to the addresses set forth above or to such other address as a party shall notify the other party in writing.
- (d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive, including, but not limited to, the relevant provisions of Sections 3, 4, 5, 6, 7 (except any licenses, which are restricted to the Term), 9, 10, 11, 12, 13, and 14.
- (e) Customer understands that the Sorvice is accessed through the Internet and data may travel over the unsecured networks of several third-party Internet service providers and thus may not be secure or confidential. Emerald is not responsible for Internet connectivity to Customer's location or anything that happens by or through Internet or other transmission or access. Emerald will not be liable to Customer, or any User, for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an event beyond the reasonable control of Emerald, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third-party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any content, information, software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event; or any other act, omission or event outside the control of Emerald (all of which are "Events of Force Majeure").
- (f) This Agreement, the SLA and AUP and other documents or items referenced herein or therein, constitute one and the same legally binding instrument and the entire agreement between Customer and Emerald with respect to the subject matter hereof and expressly supersede any contrary prior written or oral agreements or understandings between the parties. Customer may not assign this Agreement or any of its rights or obligations without the prior written consent of Emerald, which consent will not be unreasonably withheld or delayed. The terms and conditions of this Agreement may not be amended except in a writing signed by both parties.



PRODUCT LICENSE & SERVICES AGREEMENT# HPT AE PALOMAR COLLEGE 10001 03 06 2018

This Product License & Services Agreement ("Agreement") is made effective as of April 11, 2018, by and between Palomar Community College District, a college in California with its principal office at 1140 West Mission Road, San Marcos, CA 92069 ("Client") and HighPoint Technology Solutions, Inc., a Florida corporation with its principal office at 2332 Galiano Street, 2nd Floor, Coral Gables, FL 33134 ("Licensor").

1. <u>Definitions</u>:

- a. This "Agreement" shall mean this PRODUCT LICENSE & SERVICES AGREEMENT and any Schedules hereto.
- b. "Designated Client Location" shall mean the location(s) of the CLIENT set out in Schedule A.
- c. "Product" or "Products" shall mean the proprietary intellectual property licensed to CLIENT pursuant to this Agreement and more particularly described in Schedule A to this Agreement.
- d. "Intellectual Property" shall mean all trademarks, copyrights, patents, trade secrets, industrial designs and other forms of intellectual property which may be recognized, or which may become in the future recognized by law.
- e. "End User" or "End Users" shall mean the ultimate individual(s) intended to use the Licensed Product.

2. License:

a. LICENSOR grants to CLIENT a non-exclusive, non-transferable, and non-perpetual license to use the Products, subject to the terms of this Agreement. Other than as expressly set forth herein, this license shall not include any right to copy, market, sublicense, distribute, or transfer the Products, to make the Products available to any other person, whether on a time sharing basis or otherwise, or to create works derivative of the Products, and all such actions are expressly prohibited without the prior written authorization of LICENSOR. Delivery of the Products to CLIENT shall constitute acceptance of the Products by CLIENT.

CLIENT shall not:

(i) Cause or permit decompilation or reverse assembly or engineering of all or any portion of the Products, except as expressly provided herein or by applicable law;



- (ii) Disclose or publish performance benchmark results for the Products (as delivered or subsequently modified) without LICENSOR's prior written consent; or
- (iii) Export or use the Products in violation of U.S. or other applicable laws or regulations, including the U.S. Department of Commerce export administration regulations.
- b. LICENSOR has no obligation to provide, and CLIENT has no right to receive any installation, training, maintenance, service, customization, support, or other services relating to the Products, or any upgrades or enhancements relating to the Products, pursuant to this Agreement. Such items are offered and provided only pursuant to a Purchase Order executed by LICENSOR and CLIENT or if expressly set forth in the Product Installation Services Fee section of Schedule A hereto. Product maintenance and support services that may be obtained are set forth in Schedule B to this Agreement.
 - c. The Products may be installed and used only at the Designated Client Location.
- d. CLIENT acknowledges and agrees that CLIENT is acquiring only a license to use the Products and not any title to or ownership of the Products or any part thereof.
- e. CLIENT accepts and admits that LICENSOR is the sole owner or exclusive CLIENT of all Intellectual Property which is a part of the Licensed Product. CLIENT shall take no actions, directly or through a third party, and shall not induce another to challenge, dispute, contest or undermine the validity, ownership or enforceability of LICENSOR's Intellectual Property. Notwithstanding the foregoing, to the extent that LICENSOR places CLIENT's trademarks in the Licensed Product, CLIENT shall retain all rights to its trademarks.
- The initial term of the license for the Products is three (3) years, subject to earlier termination by LICENSOR as provided herein. LICENSOR may terminate this license if LICENSOR gives written notice to CLIENT specifying any default by CLIENT in the performance of its obligations pursuant to this Agreement that is not cured to the reasonable satisfaction of LICENSOR within thirty (30) days after such notice, or within a longer period if a cure is reasonably expected to take longer than thirty (30) days, provided, however, with respect to defaults regarding payment obligations or defaults that cannot reasonably be cured, LICENSOR may terminate the license immediately upon notice to CLIENT. LICENSOR may also terminate the license if CLIENT shall be insolvent, is subject to any proceeding, voluntary or involuntary, under any bankruptcy or insolvency law, or executes an assignment for the benefit of creditors, or if a receiver or trustee is appointed for CLIENT. CLIENT shall, upon the termination of the license for Products, immediately (i) cease all use of Products, (ii) return to LICENSOR the Products and related documentation, (iii) erase all coding for the Products from its computer equipment, and (iv) certify in writing to LICENSOR that it has done all of (i)-(iii) herein above. CLIENT shall not be entitled to a refund of any portion of the fee paid expressly for the license, if any, or any product or service provided or to be provided by LICENSOR, if the license is terminated pursuant to this paragraph.

3. Fees and Payment Terms:

a. CLIENT shall pay LICENSOR all fees in U.S. dollars within one hundred twenty (120) days from the date of LICENSOR's invoice, and (ii) all payment obligations are absolute, non-



cancelable, nonrefundable, and without contingency. Once paid, all payments are non-cancelable and nonrefundable.

- b. Excluding taxes based on LICENSOR's income, CLIENT is liable for all taxes, duties and customs fees relating to the Products and(or) Services, unless CLIENT has provided LICENSOR with a valid tax exemption certificate which exempts CLIENT from such payments.
- 4. <u>Disclaimer of Warranty</u>: LICENSOR WARRANTS THAT IT WILL PROVIDE A COMPLETE COPY OF THE PRODUCTS TO CLIENT. EXCEPT AS PROVIDED HEREIN, THE PRODUCTS AND ALL RELATED MATERIALS ARE DELIVERED TO CLIENT "AS IS" AND LICENSOR SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCTS OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT.
- 5. <u>Limitation of Liability</u>: LICENSOR WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM LOST DATA OR LOST PROFITS, OR COSTS OF PROCURING SUBSTITUTE GOODS, SOFTWARE OR SERVICES ARISING FROM, RELATED TO, OR CONNECTED WITH THE PRODUCTS AND(OR) SERVICES PROVIDED BY LICENSOR, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S LIABILITY FOR DIRECT DAMAGES ARISING FROM, RELATING TO, OR IN ANY WAY CONNECTED WITH THE PRODUCTS AND(OR) SERVICES PROVIDED BY LICENSOR, THE DOCUMENTATION, THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CLIENT TO LICENSOR UNDER THIS AGREEMENT.

6. Proprietary Rights:

- a. The Products contain valuable intellectual property rights and proprietary information. LICENSOR (or its licensors) retains all title to the Products, and all copyright and other rights to all portions of the Products.
- b. CLIENT agrees to respect and not remove, obliterate, or cancel from view any LICENSOR (or its licensors') copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on the Licensed Products and to reproduce and include same on any archival or backup copy authorized in advance by LICENSOR. CLIENT acknowledges that all title and interest, including all patent, copyright, trademark, trade secret, and other intellectual property rights in the Products are the exclusive property of LICENSOR (or its licensors). CLIENT agrees neither to do nor to permit any act which may in any way jeopardize or be detrimental to the validity of LICENSOR's patent, copyright, trademark, trade secret, or other intellectual property rights in the Products. Nothing in this section shall be interpreted as limiting CLIENT from "branding" its site.
- c. To the extent that CLIENT develops modifications and(or) enhancements to the Proprietary Components, such modifications and(or) enhancements shall be deemed derivative products fully-owned by LICENSOR with CLIENT obtaining a royalty free license to use them during the term of this Agreement. To the extent that CLIENT develops modifications and(or) enhancements



to the open source components of the Products, CLIENT grants LICENSOR a royalty free license to include such modifications and(or) enhancements in the Products.

7. <u>Confidentiality</u>:

- a. LICENSOR's confidential information includes, without limitation: the Products and any associated documentation; information concerning LICENSOR's plans for products or functionality, or service offerings; LICENSOR's business polices or practices; information identified as proprietary or confidential to LICENSOR; this Agreement and the terms, conditions, and pricing contained herein; LICENSOR's research activities and plans, marketing and sales plans, strategic plans, forecasts, training materials, pricing and pricing strategies, methods of operation, internal controls, security procedures; and information presented to CLIENT in focus groups, guide groups, or other advisory groups sponsored by LICENSOR or its customers. CLIENT hereby acknowledges and agrees that the LICENSOR'S confidential information derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use from not being ready ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, is the subject of reasonable efforts under the circumstance to maintain its secrecy, and is a trade secret as defined under Chapter 688 of the Florida Statutes and the restatements. All information shared by the CLIENT to the LICENSOR is to be considered confidential, unless considered non-confidential pursuant to section 7.c. This information shall include, but is not limited to, business processes and practices, methods of operation, strategic plans, student data and Colleges internal data.
- b. During the course of the parties' relationship, they may have access to confidential information of the other. Recipient will not disclose Discloser's confidential information, orally or in writing, to any third party without the prior written consent of Discloser, except as provided below. The parties will protect each other's confidential information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which the Recipient utilizes for its own information that it does not wish disclosed to others. Recipient shall use Discloser's confidential information only to the extent necessary to exercise its rights or perform its obligations hereunder.
- c. This Agreement imposes no obligation on Recipient with respect to Discloser's confidential information that Recipient can establish by legally sufficient evidence: (a) was, prior to receipt from Discloser, in the possession of, or rightfully known by Recipient, without an obligation to Discloser to maintain its confidentiality; (b) is or becomes generally known to the public or comes into the public domain without violation of this Agreement or without a violation of an obligation of confidentiality owed to the Discloser; or (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality to Discloser. For purposes of this Section, a disclosure of confidential information will not render the confidential information "generally known to the public" when the (i) disclosure is enjoined by Discloser, (ii) disclosure is the subject of a written settlement agreement between Discloser and a third party resolving a dispute between Discloser and such third party as to the alleged wrongful disclosure of the confidential information, provided that such information remains confidential pursuant to the terms of the settlement, or (iii) disclosing party is held liable to Discloser for damages in an action alleging wrongful disclosure or misappropriation of the confidential information.
- d. Recipient may provide access to and use of the Discloser's confidential information only to those third parties that have a need to use and access the confidential information in the course of providing services to Recipient concerning CLIENT's use of the Products and have agreed to



non-disclosure obligations substantially similar to (but no less protective of confidential information) those contained herein. Disclosure of Discloser's confidential information by any such third party will be deemed a breach by Recipient hereunder. To the extent Recipient may be required to disclose confidential information in a legal proceeding, Recipient may make such disclosure provided that Recipient notifies Discloser of such requirement prior to disclosure and makes diligent efforts to avoid and(or) limit disclosure, and cooperates with Discloser in seeking a protective order.

- e. The Recipient will not obtain, by virtue of this Agreement, any right, title, or interest in any confidential information of the Discloser, except as expressly provided herein. Immediately on termination of this Agreement, each party will certify in writing to the other that all copies of confidential information in any form, including partial copies, have been destroyed or returned to the Discloser, unless explicitly permitted in writing otherwise by the Discloser.
- f. ALL CONFIDENTIAL INFORMATION PROVIDED TO THE RECIPIENT IS "AS-IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, UNLESS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT.

8. Indemnification:

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

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

9. <u>Arbitration</u>:

Any disputes arising related to the contents, terms or application of this Agreement will be determined and resolved in accordance with the Commercial Rules of the American Arbitration Association, by a single arbitrator if the parties shall agree upon one, or by one arbitrator appointed by each party and a third arbitrator designated by the other arbitrators. The arbitrator shall be an attorney experienced in computer software licensing agreements or a retired federal judge. In case of any failure of a party to make an appointment of an arbitrator, in either such case within two (2) weeks after commencement of the arbitration, such appointment shall be made by the American Arbitration Association in San Diego County, CA, USA, North County District. Unless otherwise agreed by the parties hereto, all such arbitration proceedings shall be held in San Diego, CA, USA, North County District. Each party agrees to comply with any award made in any such proceeding and to the entry of a judgment in any court having jurisdiction over arbitration proceedings upon any award rendered in such proceeding, such arbitration being intended to be binding. Notwithstanding the foregoing, LICENSOR may seek preliminary injunctive relief from a court of competent jurisdiction to



protect LICENSOR's Intellectual Property and/or LICENSOR's Confidential Information, given the CLIENT is given the same injunctive relief to protect the CLIENT's Intellectual Property and Confidential Information.

10. General:

- a. This Agreement and the Schedules hereto constitute and incorporate the parties' entire agreement with respect to their subject matter and supersede any and all prior oral and written agreements, understandings, and quotations, including all representations by LICENSOR'S employees, representatives, and agents. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by both parties. The failure of either party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.
- b. Neither LICENSOR nor CLIENT shall be liable for any delay or failure to take any action required hereunder (except for payment) due to any cause beyond the reasonable control of LICENSOR or CLIENT, as the case may be.
- c. This Agreement, and the transactions to which it relates, will be governed by and construed and enforced in accordance with the laws of the State of California. In connection with litigation arising from this Agreement, the prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorneys' fees for such litigation and any subsequent appeals.
- d. If any provision of this Agreement is held to be unenforceable the remaining portions of this Agreement shall remain in full force and effect.
- e. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives; provided, however, that CLIENT shall not sublicense, assign, transfer, or convey any part or all of its rights, or delegate any of its obligations, under this Agreement without the prior written consent of LICENSOR, which consent shall be in the sole discretion of LICENSOR.
- f. All notices required by this Agreement shall be in writing and sent by certified mail or recognized courier such as UPS or FedEx to the addresses indicated in Schedule A, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. Notice will be effective on the date shown on the delivery receipt or refusal of receipt.
- g. CLIENT by executing this Agreement commits to one (1) or more year(s), not to exceed a 5 year period, of Maintenance and Support Services for the Licensed Product as provided in **Schedule B** ("Maintenance Term"). At the end of the Maintenance Term, the parties may agree to additional Maintenance and Support or to extending the existing Maintenance and Support Services term as set forth in Schedule B, in writing, upon such terms as are negotiated at that time.
- h. If forced to take action to collect the fees contained on **Schedule A** or to enforce the terms of this Agreement, LICENSOR will be entitled to all attorneys' fees and costs incurred in the collection action together with such other damages and statutory amounts allowed by law pursuant to limits set forth in this agreement.



- i. The laws of the State of California, excluding its conflicts of law rules, govern this license and CLIENT's use of the Licensed Product. CLIENT's use of the Licensed Product may also be subject to other local, state, national or international laws.
- j. Failing resolution of a dispute via Arbitration pursuant to §9, above, any remaining dispute involving this Agreement will be litigated before a competent court with appropriate jurisdictional authority in San Diego County, CA, USA, North County Judicial District.
- k. All of the provisions of this Agreement which by their nature are expected to survive the termination of this Agreement shall survive the termination of this Agreement, including specifically but without limitation sections 2(e), 4, 5, and 6.

HighPoint Technology Solutions, Inc.	Palomar Community College District
By:	By:
Name: George Amalor	Name: Ron E. Ballesteros-Perez
Title: Chief Executive Officer	Title: Assistant Superintendent/Vice President of Finance and Administrative Services
Agreement Date: 04/11/2018	Agreement Date: 04/11/2018

SCHEDULE A

<u>Client:</u> Palomar Community College District

1140 West Mission Road

San Marcos, CA 92069

Licensor: HighPoint Technology Solutions

2332 Galiano Street

II Floor

Coral Gables, FL 33134

Contact Information:

Name:	George Amalor
Address:	HighPoint Technology Solutions, Inc. 2332 Galiano Street, II Floor Coral Gables, FL 33134
Phone:	305-338-3761
Fax:	866-524-6308
E-mail:	gamalor@mhighpoint.com

<u>Designated Client Location:</u> [location where this license may be installed]

Palomar Community College District

1140 West Mission Road

San Marcos, CA 92069



Products: HighPoint Automation Engine for PeopleSoft Campus Solutions

The first year Total Fee for the Products & Support Services and for Product Installation Services is \$42,000 and all applicable taxes. **All fees are in USD and further detailed in the sections below.**

SaaS Product Fees:

HighPoint Automation Engine for PeopleSoft Campus Solutions	\$ 40,000
Discount (20%)	(\$ 8,000)
Total Net SaaS Product Fees	\$ 32,000

- Products are provided to Client upon issuance of both this fully signed Agreement and upon issuance of a Purchase Order referencing line items for both the Total Product Fees described above.
- The Product Fees for the HighPoint Financial Aid Course Auditor for PeopleSoft Campus Solutions is \$32,000 invoiced as follows:
 - \$32,000 invoiced upon issuance by the Client of a Purchase Order referencing the \$32,000 line item and this fully signed Agreement.
 - \$32,000 invoiced on the first anniversary date of the Agreement.
 - \$32,000 invoiced on the second anniversary date of the Agreement.

Client will pay the invoice for the Fees within one hundred twentyninety (12090) days of the invoice date. Licensor may invoice Client only after Licensor has delivered the Products to Client, either physically or electronically, and Client has confirmed its receipt thereof.

Product Installation Services Fee:

Offsite, fixed-fee product installation.	\$ 10,000
 Remote offsite installation guidance to the Client's staff in a dev. or test environment as determined by Client. Remote functional walkthrough, support and guidance to the Client's staff. Assistance in migrating the product to the upstream environments all the way to Production. 	

- The Product Installation Fee for the Licensed Applications is \$10,000 invoiced as follows:
 - \$10,000 invoiced upon completion of product installation in one environment in the Designated CLIENT Location.



CLIENT will pay the invoice for the Product Installation Services Fee within ninety (90) days of the invoice date. LICENSOR may invoice CLIENT only after LICENSOR has assisted the CLIENT to complete the product installation in a development or test environment.

Product Implementation Service Fees:

Product Implementation Fees	\$ 58,000
Setup of new Checklists, Checklist Items, Communications and User	
Edit Messages (UEM)	
Provide formulas for Post-ISIR and Post-Awarding UEMs, tracking	
and communications	
Recommend retirement of custom processes	
Discount	(\$ 58,000)
Total Net Implementation Fees	\$ 0



SCHEDULE B

Product Maintenance & Support Services:

Product Maintenance and Support Services are effective upon the Agreement Date of this executed Agreement and for the terms of purchase in the Product Fees section of this Agreement. Product Maintenance and Support Services include annual technical support services. Annual technical support (including first year and all renewed subsequent years) is provided under the technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this Agreement, are subject to change; however, policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees have been paid. The current technical support policies are described below in the Product Maintenance & Support Services Policies section.

Product Maintenance and Support Services include product updates, product enhancements and releases, and updates for supported third party software integrations.

Product Maintenance & Support Services Policies:

Product Maintenance & Support Services consists of:

- Product updates, fixes, security alerts, and critical patch updates.
- Upgrade documentation.
- Updates for supported third party software integrations.
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates.
- Assistance with service requests from 9:00am to 7:00pm EST, Monday Friday (local business hours).
- Access to Customer Support Center (24 x 7 web-based customer support system) including the ability to log service requests online.

Prioritization of Service Requests:

- Service requests will be prioritized by Severity Level.
- Service Request Response Guidelines: Reasonable efforts will be made to respond to your service requests per the following guidelines:
 - Severity 1 service requests acknowledgement within 1 local business hour.
 - Severity 2 service requests acknowledgement within 2.5 local business hours.
 - Severity 3 service requests acknowledgement within the next local business day.
 - Severity 4 service requests acknowledgement within the next 2 local business day.
- Prioritization of defects to Product Development team for product bugs initiated for the resolution of service requests.



Severity Definitions:

- Severity 1 Production use of the supported products is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:
 - Data corrupted
 - A critical documented function is not available
 - System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
 - System crashes, and crashes repeatedly after restart attempts
 - For all supported products, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour.
 - 24 Hour Commitment to Severity 1 Service Requests for all supported products
 - Will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide a contact during this 24x7 period, either on site or by pager, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation.
- Severity 2 A severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
- Severity 3 A minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.
- Severity 4 Request for information, an enhancement, or documentation clarification regarding product but there is no impact on the operation of the product. No loss of service and does not impede the operation of a system.

Technical support services are provided for issues that are demonstrable in the currently supported release(s) of the products, running unaltered, and on a certified hardware, database and operating system configuration, as specified in the Product Installation Checklist and/or product documentation.

Product Support Contact Information:

Product Support Application: support.mhighpoint.com

Product Support Phone Number: 1-800-767-0893

Product Support Email Address: support@mhighpoint.com

Palomar Community College District

TOPIC: 2017 CCCT Board Election

OVERVIEW: The District may cast one ballot for up to five (5) candidates to serve three-year terms on the CCCT Board.

DISCUSSION:

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are five (5) seats up for re-election on the board, with three incumbents running and two vacancies due to due to the three-term limit.

Each community college district governing board shall have one vote for each of the five (5) seats on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The five candidates who receive the most votes will serve a three-year term.

The seven trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order of February 9, 2018. This mailing includes the one official ballot to which each community college district is entitled, candidate statements, and biographical sketches of each candidate.

RECOMMENDATION: Review the information and prepare to discuss the candidates' qualifications at the April 10, 2018 meeting.



2018 CCCT BOARD ELECTION CANDIDATES LISTED IN SECRETARY OF STATE'S RANDOM DRAWING ORDER OF FEBRUARY 9, 2018

- 1. *Ann Ransford, Glendale CCD
- 2. Eric Payne, State Center CCD
- 3. Greg Pensa, Allan Hancock CCD
- 4. Greg Bonaccorsi, Ohlone CCD
- 5. *Brent Hastey, Yuba CCD
- 6. *Don Edgar, Sonoma County CCD
- 7. Suzanne Woods, Palo Verde CCD

* Incumbent



Must be returned to the League office postmarked no later than February 15, 2018, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to: CCCT Board Nominations Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the	Glendale	Community
College District nominates	Ms. Ann H. Ransford	to be a
candidate for the CCCT Board.		
This nominee is a member of the	Glendale	. Community
College District governing board, which is a member in good standing of the Community College League of		
California. The nominee has been contacted and has given permission to be placed into nomination.		
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.		

Signature of Clerk or Secretary of Governing Board

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2018, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

NAME: Ann Ransford	DATE: January 15, 2018
ADDRESS: 1846 Caminito del Cielo	CITY & ZIP CODE: Glendale, CA 91208
PHONE: 818-549-9182 (home)	EMAIL: annransford@mac.com

EDUCATION	
CERTIFICATES/DEGREES: BS San Jose State, MA Pacific Oaks (Pasadena)	

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION	Retired Glendale Community College, Director of Communications, Marketing and
Foundation	
OTHER:	

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Glendale Community College District	
YEARS OF SERVICE ON LOCAL BOARD: Nine (9) years	
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:	
President, Vice President, Clerk	

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

President, President-elect, Vice-President and 5-year member of CCCT Board. Member FCMAT Board, Member Guided Pathways Advisory Group, Member Chancellor's Consultation Council, Presenter League Conventions.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Annually attend the ACCT Congress and Legislative Conference and serve as the GCC Board representative to ACCT.

CIVIC AND COMMUNITY ACTIVITIES

I served a 6-year term, including chair on the City of Glendale Parks, Recreation & Community Services Commission; and have been a member of the executive boards of the YWCA, YMCA, Chamber of Commerce, Rotary, Committee on Aging, Temple Sinai, Rose Float Association, Campbell Center, Career Encores and Life Services.

OTHER

Selected for inclusion as a trustee to serve on an ACCJC accreditation team.

I would very much like to continue my service and participation on the CCCT Board of the League.

I respectfully ask for your vote. Thank you.



Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

 CANDIDATE'S NAME: Ann Ransford
DATE: February 12, 2018

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

CCCT and the League need to stay focused the next two years on implementation of Guided Pathways and Strong Workforce programs, development of a new funding formula, expansion of on-line education, seeking additional resources for the College Promise program, and most important — closing the achievement gap and increasing student success.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

As a community college educator, administrator, board member, and CCCT and League board member and leader, I have learned to ask key questions, identify solutions, and make sound policy decisions. There are differences among our 72 districts and I have a record of bringing people together for the common good.



Must be returned to the League office postmarked no later than February 15, 2018, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to: CCCT Board Nominations Community College League of California 2017 "O" Street Sacramento, CA 95811

·	and the second s
The governing board of the State Center	Community College District
nominates Eric Payne	to be a candidate for the CCCT Board.
This nominee is a member of the State Center	Community College District
governing board, which is a member in good stan	ding of the Community College League of California. The
nominee has been contacted and has given permis	ssion to be placed into nomination. Enclosed are the
Statement of Candidacy and the CCCT Biographi	ical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board

Must be returned to the League office postmarked no later than February 15, 2018, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

NAME: Eric Payne	DATE: 2-15-18
Address: 2457 S. Lily	CITY & ZIP CODE: Fresno 93706
PHONE: 559-666-7644	EMAIL: eric.paynecmc@gmail.com

EDUCATION
CERTIFICATES/DEGREES: B.S. and M.S. in biology (microbiology)

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Managing Partner, Toure Environmental Engineering
OTHER:

COMMUNITY COLLEGE ACTIVITIES

COMMUNITY COLLEGE ACTIVITIES
COLLEGE DISTRICT WHERE BOARD MEMBER: State Center Community College District
Years of Service on Local Board: Five years
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:
Board Secretary Legislative Committee

STATE ACTIVITIES (CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.) CCLC Advisory Committee on Educational Services CCLC African American Caucus President Excellence in Trusteeship Program Graduate (CCLC) ACCJC Accreditation Basics On-line Certificate NATIONAL ACTIVITIES (ACCT and other organizations, boards, committees, etc.) **ACCT Nominations Committee** ACCT Public Policy Committee Presenter "Millennials Leading the Charge for Change" (ACCT in 2015) CIVIC AND COMMUNITY ACTIVITIES Fresno Rotary Fresno County Trustee Association Fresno Chamber of Commerce Education and Business Committee Central Valley Cultural Arts Coalition

OTHER

Founder, T	he Central Va	alley Urban Ins	stitute		

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME:		
Eric Payne		
DATE:		
DAIL.		
2-15-18		

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

The major issues that I believe need to be addressed include:

On-line community college education Capital improvement and bond funding Student equity and student success College affordability (College Promise)

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

I was elected to the State Center Community College District Board in 2012 and 2016. Serving our students continues to be a great honor. As elected trustees, we must focus on expanding opportunity and access for students. Strengthening our business education partnerships will create a better prepared 21st century workforce.



Must be returned to the League office postmarked no later than February 15, 2018, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:

CCCT Board Nominations Community College League of California 2017 "O" Street Sacramento, CA 95811

The govern	ing board of the	Allan Hancock	+	Community College Distr	ict
nominates	Gregory A. Pens	a	to be a c	andidate for the CCCT Bo	ard.
This nomin	ee is a member of	the Allan Hancock	+	Community College Dist	rict
governing b	ooard, which is a r	nember in good standing of the C	ommunity Coll	lege League of California.	The
nominee ha	s been contacted	and has given permission to be pl	aced into nomin	nation. Enclosed are the	
Statement of	of Candidacy and	the CCCT Biographical Sketch F	orm for our non	minee.	

Signature of Clerk or Secretary of Governing Board

Must be returned to the League office postmarked no later than February 15, 2018, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL Gregory A. Pensa	Date:	February 8, 2018
Name: 69 Ironwood Way	Date:	
City: Solvang, CA	Zip:	93463
Phone: 805-455-1751		(office)
E-Mail: gpensa@hancockcolle	ge.edu	(omce)
EDUCATION Certificates/Degrees: A.A. All	an Hancock College, B.A. Sa	an Diego State University
PROFESSIONAL EXPERIENCE Present Occupation: Retired		
MALE SAME PROPERTY OF THE SAME PARTY OF THE SAME		
Other: Petroleum Marketing	and Asset Development Dir	rector.
COMMUNITY COLLEGE ACTIVITIES	Allan Hancock Coll	orro
College District Where Board M	ember:	
Years of Service on Local Board		
Offices and Committee Members Two years Board Vice Pres	hips Held on Local Board: ident and three years Board	
State Activities (CCCT and other Chancellor's Committees, etc	-	

	Help lead seminar with other colleges on the "Six Student Success Factors".	
CIV	IC AND COMMUNITY ACTIVITIES	
	Education related;	
	Excellence in Trusteeship	
	Solvang School Board Trustee 10 years, passed Mello Roos bond, built 6 classrooms & gym.	
	Santa Ynez High School, coached JV baseball.	
	Allan Hancock College Foundation board 9 years, helped pass \$180 million dollar bond.	
	Santa Barbara County School Boards Association, president elect 2017-18	
	Education Volunteer of the Year" 2004	
ОТЕ	IER	
	President-Election 2019, Santa Ynez Valley Rotary	
	"Man of the Year" The Valley Foundation 2013	
	Indigenous Development Coordinators-Founding Board member & Treasurer NGO in Philip	ppine
	Valley Haven-Senior Day Care Center-Founding Board member.	
	Friendship House-Alzheimer's & Dementia Care-current President	
	Rotarian since 1980, Past President and multiple Paul Harris Award recipient.	
	Thru Rotary, delivered medical supplies to El Salvador & Philippines.	
	Buellton Business Men's Association, Past President	

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Greg Pensa	DATE: February 8, 2018
What do you see as the major issues and activities that should be cons next two years? (50 words or less; any portion of the statement be	-
Affordability and access. Access and affordability through Pro	omise programs will lead to
ensuring students can attend college. Access means getting students	dents not only to an AA,
but also to a bachelor's degree. Expanding the community coll-	ege baccalaureate should
be a key part of building an educated workforce in California.	
	and the second s
What do you feel you can contribute in these areas? (50 words o beyond this limit will not be included.)	r less; any portion of the statement
My time as an elected trustee and school board member showe	ed me how we, as policy
makers, are able to impact our communities. I have earned the	e Excellence in Trusteeship
designation, a process that has exposed me to the policy initiat	ives that will expand
access and affordability.	
the control of the co	
	and the second s



Must be returned to the League office postmarked no later than February 15, 2018, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:

CCCT Board Nominations Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the	Ohlone		■ Community College District
nominates	Greg Bonaccorsi	to 1	be a candidate for the CCCT Board
This nominee is a member of the	Ohlone		
governing board, which is a memb	per in good standing of the	Community	ty College League of California. Th
nominee has been contacted and h	as given permission to be p	placed into 1	nomination. Enclosed are the
Statement of Candidacy and the C	CCT Biographical Sketch	Form for ou	our nominee.

Signature of Clerk or Secretary of Governing Board

Must be returned to the League office postmarked no later than February 15, 2018, along with the nominating form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL

NAME:	Greg Bonaccorsi	DATE:	February 9, 2018
ADDRESS:	P.O. Box 489	CITY & ZIP CODE: Fremon	t, 94537
PHONE:	(510) 813-4161	EMAIL: greg4ohlo	ne@yahoo.com

EDUCATION	7
CERTIFICATES/DEGREES: BA in Biology with a Minor in Ma	thematics (1986) - Humboldt State University

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: 7th/8th Grade Science Teacher - Fremont Unified School District

OTHER: California Teachers Association Board of Directors, National Education Association Board of Directors, IISME Fellow

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Ohlone Community College District

YEARS OF SERVICE ON LOCAL BOARD: 10 years (2008 - Present)

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Chair, Ohlone CCD Board of Trustees (2014-2015, 2018 - Present)

Vice-Chair, Ohlone CCD Board of Trustees (2013-2014, 2016-2017)

Member, Ohlone CCD Foundation Board (2013-2015, 2016-Present)

Past Member, Ohlone CCD Audit Committee

Past Member, Ohlone CCD Policy Sub-Committee

Board Representative, Alameda County School Boards Association (2008-Present)

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

Elected Director, California Teachers Association (CTA) Board of Directors CTA Governance Documents Committee CTA Policy and Organizational De Legislative Contact to State Senator Weichowski

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Elected Past Director, National Education Association (NEA) Board of Directors Legislative Contact to Rep. Eric Swalwell

CIVIC AND COMMUNITY ACTIVITIES

Past Member, Fremont Unified School District Financial Advisory Committee Past Member, Fremont Youth Symphony Board of Directors Member, League of Women Voters for Fremont, Newark, and Union City Member (On Leave), Ohlone Wind Orchestra Member, Tri-Cities Democratic Forum Member, Alameda County Central Labor Council

OTHER

Who's Who Among America's Teachers (1995) Member, The Honor Society of Phi Delta Kappa Member, The Honor Society of Phi Kappa Phi



Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME:	
ern vere erne erne.	
Greg Bonaccorsi	
Oleg Dollaccolsi	
DATE:	
DATE.	
Fabruary 0, 2018	
February 9, 2018	

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

It is my position that the League must continue to be a strong advocate for and coordinate its actions with other allied agencies for publicly funded California Community Colleges so that these institutions of higher education can continue to meet the demands of our ever-increasing and diverse student population.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

My background as a public school teacher and a life-long public education advocate have prepared me well by providing the context and the connections needed to focus on meeting student needs through the goals of the CCCT Board of the League. Now is the time for action.

CCCT BOARD NOMINATION FORM 2018

Must be returned to the League office postmarked no later than February 15, 2018, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to: CCCT Board Nominations Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the Yuba	Community
College District nominates Brent Hastey	to be a
candidate for the CCCT Board.	
This nominee is a member of the Yuba	Community
College District governing board, which is a member in good standing of t	he Community College League of
California. The nominee has been contacted and has given permission to be	pe placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Ske	tch Form for our nominee.

Kecker D Telegacor
Signature of Clerk or Secretary of Governing Board

Must be returned to the League office postmarked no later than February 15, 2018, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL	
Name: Brent Hastey	Date:
Address: 3024 Plumas-Arboga R	oad
City: Olivehurst	Zip: 95961
Phone: 530-741-3223	530-400-1992 (office)
E-Mail: bhastey@gmail.com	(Outset)
EDUCATION	
Certificates/Degrees: AA Yuba Colle	ege
BS Golden Gate University	
PROFESSIONAL EXPERIENCE	
Present Occupation: Owner of Plumas L.	ake Self Storage
President, Association of California Water	Agencies; Chairman of the Board of the Yuba County Water Agency.
Other: Adjunct Instructor for Central Texas	s College
COMMUNITY COLLEGE ACTIVITIES	
College District Where Board Member:	Yuba Community College District
Years of Service on Local Board: 10 ye	ars
Offices and Committee Memberships He	eld on Local Board: Board President 2012 & 2013; Board Vice President, 2011
Clerk of the Board 2010; Governing Board	's Policy and Finance Committee 2013 & 2014;
Board's Audit Committee 2015; Board's Fa	cilities Committee 2016, & 2017
	zations boards, committees, workshop presenter; esenter with YCCD Chancellor Douglas Houston at: (1) 2013 CCLC Trustee
Conference Presentation: New Trustee Orientat	ion; (2) 2013 Rural Community College Alliance Presentation: A Rural
Community College Collaborate; (3) 2014 CCLC	C Annual Convention Presenter: Trustee Roles in the Accreditation Process;
(4) 2014 ACCJC Cerritos College Accreditation Member of IEPI Advisory Committee; Current B	Team; (5) Board Training Sessions for Pasadena City College and El Camino CCD; pard Member of CCCT

	National Activities (ACCT and other organizations, boards, committees, etc.):
Civio	C AND COMMUNITY ACTIVITIES
	(1) Director of Yuba County Water Agency; (2) Bank of Feather River Director
	(3) Public Member of the Yuba County Local Agency Formation Commission (LAFCO)
	(4) Yuba Feather Rivers Rotary Club, Past President; (5) Yuba County Board of Supervisors 1993-2
	(6) Sacramento Area Council of Governments, Past Chairperson; (7) Rotary District Governor Designation
OTHE	

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form Faxed and/or electronically mailed material will not be accepted.

		•
CANDIDATE'S NAME:	Brent Hastey	DATE: 1/30/2018

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

I pledge to work cooperatively and collaboratively with community college colleagues throughout California to reduce the cost of a college degree, to improve student success rates and to improve access, affordability and services for all. I will also work towards a fuller integration of technology to better serve student needs.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

I bring my extensive experience in local government, my working knowledge of the legislative process, and my commitment to maintaining affordability for all California college students. I envision an expanded partnership with K-12 districts, UC, CSU, and the private sector to create clear and open pathways for improved student success.



Must be returned to the League office postmarked no later than February 15, 2018, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:

CCCT Board Nominations Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the	Sonoma Count y	Community
College District nominates	Donald S. Edgar	to be a
candidate for the CCCT Board.		
This nominee is a member of the	Sonoma County	Community
College District governing board, which is a mer	mber in good standing of the Community Colle	ge League of
California. The nominee has been contacted and	d has given permission to be placed into nomin	ation.
Enclosed are the Statement of Candidacy and the	e CCCT Biographical Sketch Form for our non	ninee.
		>
	Signature of Clerk or Secretary of Gove	rning Board

Must be returned to the League office postmarked no later than February 15, 2018, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

Donald S. Edgar	January 11, 2018
Name: Donald S. Edgar	_{Date:} January 11, 2018
Address: 408 College Avenue	
City: Santa Rosa	Zip: 95401
Phone: (707) 799-4090	
E-Mail: don@classattorneys.com	(office)
CATION	
Certificates/Degrees: University of California Sci	hool of Law, Los Angeles, CA Juris Doctor, May 1988
University of California, San Diego, CA, Bach	elor of Science, Management Science, May 1981
Santa Rosa Junior College, Santa Rosa, C.	A, Associate of Arts, May 1979
PROFESSIONAL EXPERIENCE	
Present Occupation: Attorney at Law, Edga	r Law Firm
Present Occupation: /tto://o.j.ut.zuii, zugu	
Other: Member, State Bar of California.	Member, Bar of The District of Columbia.
Member, American Bar Association. Membe	r, United States Supreme Court Bar Association
Member, Sonoma County Bar Association. Mem	pher Association of Trial Lawyers of America (AAI)
Mambar California Trial Lavorena Agazaia	noel resociation of that Lawyers of America (reso)
Member, Camornia Thai Lawyers Associa	
Lawyers Association. Member Consumer A	tion (COAC). Member, Sonoma County Trial
Lawyers Association. Member Consumer A	tion (COAC). Member, Sonoma County Trial Attorneys Association of Los Angeles
Lawyers Association. Member Consumer A	tion (COAC). Member, Sonoma County Trial Attorneys Association of Los Angeles
Lawyers Association. Member Consumer AMUNITY COLLEGE ACTIVITIES College District Where Board Member: Santa Years of Service on Local Board: Nine	tion (COAC). Member, Sonoma County Trial Attorneys Association of Los Angeles a Rosa Junior College
Lawyers Association. Member Consumer AMUNITY COLLEGE ACTIVITIES College District Where Board Member: Santa Years of Service on Local Board: Nine	tion (COAC). Member, Sonoma County Trial Attorneys Association of Los Angeles a Rosa Junior College
Lawyers Association. Member Consumer AMUNITY COLLEGE ACTIVITIES College District Where Board Member: Santa Years of Service on Local Board: Nine Offices and Committee Memberships Held on Local	tion (COAC). Member, Sonoma County Trial Attorneys Association of Los Angeles
Lawyers Association. Member Consumer And MUNITY COLLEGE ACTIVITIES College District Where Board Member: Santa Years of Service on Local Board: Nine Offices and Committee Memberships Held on Local SRJC Foundation Board 2009/10-2014	tion (COAC). Member, Sonoma County Trial Attorneys Association of Los Angeles A Rosa Junior College Docal Board: Board President 2015. Board Clerk 2011-2013
Lawyers Association. Member Consumer And MUNITY COLLEGE ACTIVITIES College District Where Board Member: Santa Years of Service on Local Board: Nine Offices and Committee Memberships Held on Local SRJC Foundation Board 2009/10-2014	tion (COAC). Member, Sonoma County Trial Attorneys Association of Los Angeles a Rosa Junior College cocal Board: Board President 2015. Board Clerk 2011-2013 15 terms. Board Vice President 2013-2015

Natio	nal Activities (ACCT and other organizations, boards, committees, etc.):
•	
VIC AND	COMMUNITY ACTIVITIES
Board	Member, Board of Community Services, City of Santa Rosa, 1994-98. Member, Active 20/30 International #50 1989
Presid	ent, Sonoma County Taxpayers' Association 1993. Board Member, Santa Rosa Thursday Night Market Association 1
Vice F	President, Santa Rosa Downtown Association, 1993. Board Member, Sonoma County Legal Services Foundat
Board	Member, Petaluma Fair Board (appointed by Gov. Pete Wilson) 1998-02. Board Member, Sonoma County Teen Co
Socce	er Coach, Annadel Youth Soccer League, 1999, 2003, 2004. Judge Pro Tem, Sonoma County Superior Co
Adjur	act Professor, Sonoma State University (Business Law) 1989-91. Board of Directors, Neptune Swimm
Dioce	san Pastoral Council, Diocese of Santa Rosa 2011-13. Board Member, Sonoma County Bar Associa
	of Trustees, Cardinal Newman Highschool 2011/12-2014/15 Terms. Board Finance Committee, Carc
	an Highschool 2011/15-2014/15 Terms. Buildings and Grounds Committee, Cardinal Newman chool 2011/12-2014/15 Terms
HER	::1001 2011/12-2014/15 1ETINS
-	
•	

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Donald S. Edgar DATE: 1-11-18
What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)
The success of our colleges can be measured by actual positive outcomes
by students in job placement and successful transitions to four year
universities. Focusing on necessary outcomes of certificate completion
and graduation and improving access for all by reducing and
eliminating barriers are important for CCCT and the League
What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)
I can contribute to further develop a culture of sharing and collegiality among
the districts and California Universities, especially as to recognizing
sharing and exchanging best practices toward strengthening transfer
opportunities, certificate training, and enhancing and broader utilization
of technology to improve access, contain costs, and increase student
success
·



Must be returned to the League office postmarked no later than February 15, 2018, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:

CCCT Board Nominations Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the _	Palo Verde	Community
College District nominates _	Suzanne P. Woods	to be a
candidate for the CCCT Board.		
This nominee is a member of	fthe Palo Verde	Community
College District governing board, which is a member in good standing of the Community College League of		
California. The nominee has been contacted and has given permission to be placed into nomination.		
Enclosed are the Statement o	f Candidacy and the CCCT Biographical Sketch Form for our nor	ninee.

Signature of Clerk or Secretary of Governing Board

Must be returned to the League office postmarked no later than February 15, 2018, along with the nomination form and statement of candidacy. Faxed and/or electronically mailed material will not be accepted.

PERSONAL	
_{Name:} Suzanne P. Woods	Date: 01/31/2018
Address: 180 N. Hickory Road	
_{City:} Blythe	Zip: 92225
Phone: 760-408-4199	•
E-Mail: Suzzq1969@aol.com	(office)
EDUCATION	
Certificates/Degrees: Master's Degree in Leade	ership, Bachelor's Degree in Business
Administration, Associate Degree in Ger	neral Studies
PROFESSIONAL EXPERIENCE	
Present Occupation: Supervisor of Admissions a	and Records, Southwestern Community
College	
Other: Director of Financial Aid and Scho	larships, Palo Verde College
Admissions and Records Specialist, Pal	o Verde College
Admissions and Records Technician I &	II, Palo Verde College
COMMUNITY COLLEGE ACTIVITIES	
College District Where Board Member: Palo Verd	e Community College
Years of Service on Local Board: 3 years	
Offices and Committee Memberships Held on Local B	Vice President2017, President2018
Offices and Committee Memberships Held on Local B	oard:
State Activities (CCCT and other organizations boards	
Chancellor's Committees, etc I have never had the opportunity to serve	
Thave never had the opportunity to serve	on oction organizations, etc.

the opportunity to serve on ACCT board, committees, etc. CIVIC AND COMMUNITY ACTIVITIES CSEA Chapter 180 Vice President CSEA Chapter 180 Treasurer CSEA Chapter 180 Professional Growth	National Activities (ACCT and other organizations, boards, committees, etc.): I have never had			
CSEA Chapter 180 Vice President CSEA Chapter 180 Professional Growth	the opportunity to serve on ACCT board, committees, etc.			
CSEA Chapter 180 Vice President CSEA Chapter 180 Professional Growth				
CSEA Chapter 180 Vice President CSEA Chapter 180 Professional Growth				
CSEA Chapter 180 Vice President CSEA Chapter 180 Professional Growth				
CSEA Chapter 180 Vice President CSEA Chapter 180 Professional Growth				
CSEA Chapter 180 Vice President CSEA Chapter 180 Professional Growth				
CSEA Chapter 180 Treasurer CSEA Chapter 180 Professional Growth				
CSEA Chapter 180 Professional Growth	CSEA Chapter 180 Vice President			
	CSEA Chapter 180 Treasurer			
OTHER	CSEA Chapter 180 Professional Growth			
OTHER				
	OTHER			



Must be returned to the League office postmarked no later than February 15, 2018 along with the nomination form and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

CANDIDATE'S NAME: Suzanne P. Woods	DATE: 01/31/18
What do you see as the major issues and activities that should be considered next two years? (50 words or less; any portion of the statement beyond the	
Guided pathways/implementation and succe	SS
Student achievement/completion	
Online college/campus/new funding formula	
Economic insecurity and financial aid, gaining trust	from the community
Transfer concerns/offering a baccalaureate	degree at CC
Allocation of scarce resources; Data continu	ity and integrity
Education attainment/achievement gap	
	_
What do you feel you can contribute in these areas? (50 words or less; beyond this limit will not be included.)	any portion of the statement
Training and awareness of the new initiatives and changes	s that occur throughout
the State would be helpful for new and old board mem	pers. In my experiene
board members may not know what faculty, staff, and	d administrators face
when a new change occurs on the State level and how	it affects the college.

PALOMAR COMMUNITY COLLEGE DISTRICT SECOND AMENDED EMPLOYMENT AGREEMENT SUPERINTENDENT/PRESIDENT

This Agreement ("Agreement") first entered into by and between the GOVERNING BOARD OF THE PALOMAR COMMUNITY COLLEGE DISTRICT (hereinafter referred to as the "Board" and "District"), and Joi Blake, Ed. D. (hereinafter referred to as "Superintendent/President") on the 14th day of June, 2016 is amended on this 10th day of April, 2018. The parties mutually agree as follows:

1. TERM

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

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

2. DUTIES AND RESPONSIBILITIES

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

3. SALARY AND EXPENSE ALLOWANCE

Effective April 10, 2018 the District shall pay the Superintendent/President an annual salary of \$252,782.84, which includes a State Funded Cost of Living Adjustment (COLA) of 1.56% retroactive to July 1, 2017 payable in twelve (12) equal monthly payments (hereinafter "base salary"), plus a \$119.50 monthly doctoral stipend which is paid in the same amount to all employees in the same class who possess a doctorate. If only a portion of the year is served, the compensation will be pro-rated. Based upon successful completion of mutually agreed-upon goals and objectives, each year thereafter, the base salary amount provided for in this Agreement shall be further adjusted by mutual agreement and any cost of living or other similar increases given to the faculty. The District shall also provide a cell phone, which may be replaced at the Superintendent/President's request every two years, together with a monthly stipend in the net amount of \$150.00, increased to an amount sufficient

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

4. EVALUATION AND PERFORMANCE OBJECTIVES

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

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

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

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

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

5. CONTINUATION / TERMINATION OF CONTRACT

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

- B. The Board may terminate this Agreement at any time at its sole discretion and without cause prior to its stated termination date. In the event Superintendent/President is involuntarily terminated by the Board without cause or a "negotiated" settlement for voluntary resignation is approved by Board, District agrees to pay Superintendent/President within thirty (30) days of the effective date of his/her termination, a taxable lump sum cash payment ("severance pay") an amount equal to the base monthly salary of the Superintendent/President multiplied by the number of months left on the unexpired term of Agreement. However, if the unexpired term of the Agreement or any amendment thereto is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the base monthly salary of the Superintendent/President multiplied by eighteen (18). Severance pay shall be subject to all normal tax withholdings except severance pay shall not be reported as pensionable compensation to either CalSTRS.
- C. Pursuant to Government Code, Section 53261, District shall also continue the health benefits being provided to Superintendent/President at the time of termination without cause for the same period of severance pay, as is applicable in the year in which the termination without cause occurs, or until Superintendent/President finds other employment and becomes eligible for health benefits, or until Superintendent/President retires and is not eligible for continuation of retirement health and dental plans under the District's retiree benefit schedule then in effect or as amended thereafter, or for the number of months left on the period of Severance Pay.
- D. In exchange for and as a condition to receipt of the severance pay, Superintendent/President shall execute a release and waiver, in a form acceptable to District's legal counsel, releasing the District from any claims associated with Superintendent/President's termination and waiving any rights to unemployment benefits to which Superintendent/President may otherwise be entitled.
- E. Notwithstanding any other provision of this Agreement, prior to the expiration of term of this Agreement, Superintendent/President's employment with the District, the Board may earlier terminate Agreement and Superintendent/President for cause based on poor work performance or immoral or unprofessional conduct, dishonesty, evident unfitness for duty, physical or mental condition that makes him/her unfit to instruct or associate with students, persistent violation of, or refusal to obey, the Directives of the Board or the school laws of the State or reasonable regulations prescribed for the government of the District or the community colleges by the Board of Governors of the California Community Colleges, and/or conviction of a felony or any crime involving moral turpitude. The Board shall not terminate this Agreement for cause under this provision until a written statement of the grounds for termination has first been served on the Superintendent/ President, and he/she has had a reasonable opportunity to present to the Board an explanation or defense as to why Agreement should not be terminated. Superintendent/President may, at his/her own expense, be represented at this meeting by counsel of his/her choice. If the Board determines to terminate this Agreement pursuant to this provision,

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

6. EXPENSES AND ALLOWANCES REIMBURSEMENT

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

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

7. HEALTH BENEFITS

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

8. SICK LEAVE

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

9. VACATION AND HOLIDAY LEAVE

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

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

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

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

10. MEDICAL EXAMINATIONS

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

11. PROFESSIONAL MEETINGS

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

12. OUTSIDE PROFESSIONAL ACTIVITIES

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

13. TEACHING

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

14. PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4

- A. In the event that the District provides paid leave to Superintendent/President pending an investigation of a crime involving abuse of her office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Superintendent/President shall fully reimburse District for any salary provided for that purpose.
- B. In the event that the District provides funds for the legal criminal defense of Superintendent/President pending an investigation of a crime involving an abuse of his/her office or position covered by Government Code section 53243.4, and should that investigation lead to a conviction, the Superintendent/President shall fully reimburse the District for any funds provided for that purpose.

C. In the event that the District provides a cash settlement related to the termination of superintendent/president as defined in the terms of this Agreement and Superintendent/President subsequently is convicted of a crime involving abuse of office or position covered by Government Code section 53243.4, Superintendent/President shall fully reimburse the District for any funds provided for that purpose.

15. APPLICABLE LAW

This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.

16. MODIFICATION OF CONTRACT

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

17. RESIGNATION

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

18. SAVINGS CLAUSE

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

19. ENTIRE AGREEMENT

This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement concerning the offer and acceptance of employment described herein.

20. NO CONTINUING WAIVER

No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term and condition.

21. GOVERNING LAW

This Agreement is delivered in the State of California, concerns employment in the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.

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

Paul McNamara, President	
Governing Board	
Palomar Community College District	
Joi Blake, Ed. D.	
Superintendent/President	
Approved by the Governing Board	l of Palomar Community College District in open session
at regular Board meeting.	
Attest:	
Date:	
	Mark Evilsizer., Secretary of the Governing Board

ACCEPTANCE OF EMPLOYMENT AGREEMENT

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

Plea	ise return signed contract to F	Human Resource Services as soon as possible.
Date:		
		Employee Signature
Copy: Employ	yee	