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

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

WHEREAS it is the desire of the Board to employ Employee in the Position of **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 in the above identified Position on the conditions contained in this Agreement. Employee is classified administrator as defined by Education Code section 87002(a) and (c), and a management employee as defined by Government Code section 3540.1(g). Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board. This Agreement supersedes prior agreements between the parties.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code section 72411. If, on or before March 15 of the final year of this Agreement, the Board does not send by certified mail to Employee's last address on record with the District or personally deliver a written notice to Employee that this Agreement shall not be renewed, then this Agreement shall be renewed automatically for a term of one (1) year on the same terms and conditions. If the Board timely provides such written notice of non-renewal to Employee, this Agreement will expire and Employee's employment will terminate effective upon the close of business on the last day of the term of this Agreement without any further action by the Board. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension of this Agreement for a term of more than one (1) year. If the Governing Board provides notice to Employee of non-renewal of this Agreement, and Employee has seniority in another non-administrative classified position in the District, Employee may have 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 **May 9, 2018**, and continue through and including **May 8, 2020** or unless extended pursuant to paragraph 2. Employee shall be required to render full time and regular service to the District during the period covered by this Agreement. This Agreement shall be renewable or extended only by mutual written agreement of the parties as set forth in paragraph 2 above. It is expressly understood,

however, that if the position referred to in this Agreement is funded by a grant, categorical program or other monies not in the District's unrestricted general fund, and if funding is discontinued, this Agreement will terminate on June 30 of the fiscal year in which the funding was discontinued, provided further that the District has given Employee written notice before May 15 of the year in which the funding is not received.

4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at salary grade **70/1** from May 9, 2018 through June 30, 2018, at salary grade **70/2** from July 1, 2018 through June 30, 2019, and at salary grade **70/3** from July 1, 2019 through May 8, 2020. The Board reserves the right to increase or decrease the schedule including across the board salary reduction or furloughs on the same basis and for the same time as faculty bargaining unit reductions. Any actions to modify the salary schedule shall not be interpreted as a new Agreement for employment or renewal or extension of this Agreement. The Board reserves the right to increase the Employee's salary. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement. The Board reserves the right to reassign Employee at any time during the term of this Agreement to another position within the District. Reassignment during the term of this Agreement solely for discretionary reasons will not result in a reduction of the Employee's compensation during the term of this Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to accrue twenty-four (24) working days of vacation annually in accordance with the Administrative Vacation Policy set forth in the Administrative Team Handbook as adopted by the Board. Vacation days are exclusive of holidays otherwise granted to twelve (12) month regular administrative employees of the District. Employee is entitled to accrue twelve (12) days of paid sick leave for illness or injury. Employee is eligible for any leaves authorized by law or provided in the Administrative Team Handbook as adopted by the Board.
8. **FRINGE BENEFITS.** Employee shall be afforded all fringe benefits of employment which are provided to the District's regular classified administrators for which they are eligible under the terms of the Administrative Team Handbook.

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

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

14. MAXIMUM CASH SETTLEMENT UPON TERMINATION OF THIS AGREEMENT.

Regardless of the term of this Agreement, the Board may terminate this Agreement at any time prior to the date on which the term of this Agreement would have otherwise expired. In such an event, the maximum cash settlement that the Employee shall receive will be an amount equal to the monthly base salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement, or eighteen (18) months, whichever is less, minus any amount(s) that could have been earned if the Employee has retreat rights, and a Position is offered for the balance of the term of this Agreement. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until Employee finds other employment, whichever occurs first. The intent of this provision is to satisfy the requirements of Government Code sections 53260-53264, and this provision shall be interpreted in a manner consistent with those statutes.

If the Board elects to terminate this Agreement prior to its expiration without cause, the District agrees to pay Employee the lump sum cash payment ("Severance Pay"), less legally required for authorized deductions except contributions to CalPERS, within fifteen (15) days of the effective date of termination.

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

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

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

**ACCEPTANCE OF CLASSIFIED ADMINISTRATOR
EMPLOYMENT CONTRCACT**

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

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

Date: _____

Employee Signature

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

Date: _____

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

Copy: Employee

PALOMAR COMMUNITY COLLEGE DISTRICT INTERIM EDUCATIONAL ADMINISTRATOR EMPLOYMENT CONTRACT

This employment contract (hereinafter referred to as the "Agreement") is made and entered into this eighth day of May, 2018 by and between the Governing Board of the Palomar Community College District (hereinafter referred to as the "Board" and "District") and **Richard Albistegui-DuBois** (hereinafter referred to as the "Employee").

WHEREAS it is the desire of the Board to employ Employee in the Position of **Interim Dean, Instructional, Mathematics and the Natural and Health Sciences** (hereinafter referred to as "Position").

NOW, THEREFORE, the parties mutually agree as follows:

1. **EMPLOYMENT.** The Board hereby offers to employ Employee in the above identified Position on the conditions contained in this Agreement. Employee is a member of the Administrative Team as described in the Administrative Team Handbook adopted by the Board, an academic employee as defined by Education Code section 87001(a), an educational administrator as defined in Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g). The Employee and the Board agree that this Agreement is not binding or enforceable unless it is ratified by the Board in open session at a regular meeting of the Board.
2. **STATUTORY AUTHORIZATION AND EXTENSION.** This Agreement is a contract of employment entered into pursuant to Education Code section 72411(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 seventeen (17) months. Employee further understands that Position terminates upon (1) the expiration or termination 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) the Position is filled on a permanent basis. If the Employee has seniority in another non-administrative, academic position in the District, the Employee has the right to return to such position upon the expiration or termination of this Agreement.
3. **TERM.** The term of this Agreement shall begin on **June 1, 2018**, and continue through and including **December 31, 2018**, unless earlier terminated if Position is filled on a permanent basis, or if terminated pursuant to the early termination and resignation provisions of Sections 10, 13 and 14 of Agreement. This Agreement shall be renewable or extended only by mutual, written agreement of the parties as set forth in paragraph 2 above. In no event shall this Agreement be interpreted in any way to authorize a renewal or extension of this Agreement for an additional term of more than seventeen (17) months pursuant to Title 5, California Code of Regulations section 53021(b)(1).

4. **SALARY.** Employee shall be compensated in accordance with the Administrative Salary Schedule as established, approved and revised from time to time by the Board, at Salary Grade 75/3, plus an administrative doctoral stipend from June 1, 2018 through June 30, 2018 and at Salary Grade 75/4, plus an administrative doctoral stipend from July 1, 2018 through December 31, 2018. Compensation shall be subject to the mandatory Employee and District contributions to the California State Teachers Retirement System (CalSTRS). The Board reserves the right to increase the Employee's salary in accordance with Education Code §87806. However, any action to increase the salary of the Employee shall not be interpreted as a new Agreement for employment or a renewal or extension of this Agreement.
5. **DUTIES.** Employee will perform the duties of the above Position as set forth in any Position description adopted by the Board, and all other duties as shall be assigned or required by the Superintendent/President, or designee, provided that such additional duties shall be consistent with Employee's Position. The Board may adopt or amend the Position description for the Employee's Position at any time as long as the modifications are not inconsistent with the terms of the Agreement.
6. **EXCLUSION FROM OVERTIME PROVISIONS.** Employee shall be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the California Education Code, and shall not be entitled to compensatory time off.
7. **VACATION AND SICK LEAVE.** Employee is entitled to the same leave provisions as the District's other Administrative Association members, including twenty-four (24) days of vacation days per year, twelve (12) days of sick leave per year, and all District-wide holidays, except that Employee's annual paid leave benefits shall be pro-rated and accrue on a monthly basis for each month of Employee's service in Position. At the expiration of Agreement, if the Employee is no longer eligible for vacation, any accrued and unused vacation shall be paid to Employee in one lump sum payment at his current hourly rate.
8. **FRINGE BENEFITS.** Employee shall receive the standard coverage under the District's provided Health Care Plans and the District's Term Life insurance policy consistent with other District benefit eligible employees.

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

Employee shall not be eligible to receive any other fringe benefit as a result of her employment with the District.
9. **APPLICABLE LAW.** This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Governors, and the rules, regulations, and policies of the Board, all of which are made a part of the terms and conditions of this Agreement as though set forth herein, to the extent that such terms are not inconsistent with the lawful terms of this Agreement.
10. **TERMINATION OF THIS AGREEMENT DURING ITS TERM WITH CAUSE.** The Board may terminate this Agreement during its term and discharge Employee if Employee commits a material and substantial breach of this Agreement and/or for cause. Such breach of Agreement and discharge shall nullify the terms of this Agreement and Employee shall cease to receive any form of compensation upon the effective date of

termination. The term "cause" is defined as those actions, omissions, or behaviors which are detrimental to the operations of the District and/or its major instructional, student and administrative divisions, or which impair the District's mission, purpose, or objectives. Conduct which constitutes a breach of contract and cause for discharge, includes, but is not limited to: unsatisfactory work performance, dishonesty, misconduct, unprofessional conduct, or insubordination.

11. PROVISIONS OF GOVERNMENT CODE SECTIONS 53243.3-53243.4.

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

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

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

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

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

**ACCEPTANCE OF INTERIM EDUCATIONAL ADMINISTRATOR
EMPLOYMENT CONTRACT**

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

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

Date: _____

Employee Signature

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

Date: _____

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

Copy: Employee

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

This Memorandum of Understanding ("MOU") is entered by and between the PALOMAR COMMUNITY COLLEGE DISTRICT ("District") and the PALOMAR FACULTY FEDERATION ("PFF") and is with respect to Article 4: Workload & Calendar.

Palomar Community College District participates in various Science, Technology, Engineering and Math Grants (STEM) throughout the course of any given year. These opportunities address the needs of learners who may need support in order to participate in grant-funded programs. In this effort, both parties agree to that an allotment of 4.6 Full Time Equivalent Faculty (FTEF) will be selected at the discretion and mutual agreement of the Dean and Department Chair. The 4.6 FTEF is contingent on on-going grant-funded monies. The terms and conditions of this MOU shall be incorporated into Appendix F before the close of the 2018-19 open contract.

Dated: 4/19/18

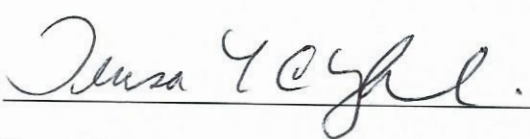
 Dr. Lisa M. Norman

Assistant Superintendent/Vice President,
Human Resource Services

Dated: 4/19/18

 Jenny Fererro

Lead Negotiator, PFF

Dated: 4/19/18

 Teresa Laughlin

Co-President, PFF

Nov 97
CB
for

Dated: _____

4/19/18

Colleen Bixler

Colleen Bixler

Co-President, PFF

Dated: _____

Laurel Anderson

Laurel Anderson

Associate Professor, Child Development

April 19, 2018

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

This Memorandum of Understanding ("MOU") is entered by and between the PALOMAR COMMUNITY COLLEGE DISTRICT ("District") and the PALOMAR FACULTY FEDERATION ("PFF") and is with respect to Appendix F: Extra Duty Stipend/Reassignment Salary Schedule.


The position of Tenure and Evaluations Review Board (TERB) Coordinator requires a distinct and significant learning curve in order to ensure the continuation of appropriate and compliant evaluations, especially during the transition period between coordinators. Lawrence Hamilton-Lawson has been appointed by the Faculty Senate and the Superintendent/President as TERB Coordinator, starting June 1, 2018. Due to the recent changes in TERB practices, including the shift to online evaluations, and the lack of appropriate staffing in the TERB office, it is anticipated that the workload during his first semester as TERB Coordinator will be higher than usual. For that reason, Lesley Blankenship-Williams, outgoing TERB Coordinator, will receive a one-time stipend of \$1337.82 for up to 50 hours of training of Lawrence Hamilton-Lawson over Summer 2018. Lawrence Hamilton-Lawson will receive a one-time increase of the provided release time for the position during the Fall 2018 semester, increasing the 160% (1.6 FTE) to 180% (1.8 FTE) for the 2018-19 year only, allowing him to take 100% release time during the Fall 2018 semester, and the typical 80% release time during the Spring 2019 semester.

Dated: 4/19/18



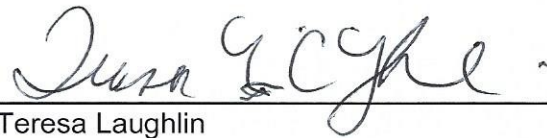
Lisa M. Norman
Assistant Superintendent/Vice President,
Human Resource Services

Dated: 4/19/18



Jenny Fererro
Lead Negotiator, PFF

Dated: 4/19/18



Teresa Laughlin
Co-President, PFF

Dated: 4/19/18



Colleen Bixler
Co-President, PFF

TA J. J. J. 4/19/18
RCH 4/19/18
C. J. 4/19/18

**PCCD INITIAL PROPOSAL
ARTICLE 1 – AGREEMENT**

1.1

The Articles and provisions herein constitute a bilateral and binding Agreement between the Governing Board of the Palomar Community College District (hereinafter “District”) and the Palomar Faculty Federation, CFT/AFT, AFL-CIO (hereinafter “Union” or “Federation”).

1.2

This Agreement is entered into pursuant to the Educational Employment Relations Act (herein after “EERA”) at Government Code §3540 et seq.

1.3

This Agreement shall remain in full force and effect from ~~December 14, 2016~~ July 1, 2016 through June 30, 2017⁹. This Agreement is a 1 year, closed-end contract with no reopeners except by mutual agreement. It has been further agreed that both parties will reopen the subsequent contract as a three (3) year term from 2019-2021, with mutual agreement to reopen no more than two (2) articles per year of each closed contract year, not including compensation and benefits, which shall reopen each year. If there is a change in state or federal law after the ratification of this Agreement, which results in a direct and irreconcilable conflict with any specific term of this Agreement, at the request of either party, the District and the Federation shall negotiate over the affected specific term.

except by mutual agreement,

TA J. J. J. 4/19/18
C. B. B. 4/19/18
T. C. C. 4/19/18

4/19/18

PCCD INITIAL PROPOSAL
ARTICLE 23 – NO CONCERTED REFUSALS TO WORK

23.1

During the period following the ratification of this Agreement through June 30, 2019 ~~October 7, 2014~~, neither the Palomar Faculty Federation (the "Union") nor the Union's officers shall authorize or advocate a strike, work stoppage or slowdown by members of the faculty bargaining unit.

23.2

The Union recognizes the duty and obligation of its representatives to comply with the provisions of the Agreement and agrees to make reasonable effort toward inducing all unit members to do so.

TA J. H. 4/19/18
RCL 4/19/18

4/19/18
C. H. 4/19/18

PFF PROPOSAL #1- April 19, 2018

APPENDIX H- PART-TIME FACULTY OFFICE HOURS

The PFF is proposing the removal of the entirety of Appendix H, which consists of the part-time faculty office hours documentation form. This form does not need to be included in the contract, and can be housed on the HR website (as it already is). The removal of Appendix H would eliminate the need to edit this Appendix whenever agreements or deadlines related to part-time office hours are changed, and would reduce confusion among faculty and staff about which form to use. This proposal includes the suggestion that subsequent Appendices not change their lettering, and the contract will simply have a gap in the table of contents, jumping from Appendix G to Appendix L.

Memorandum of Understanding

Between

Palomar College Council of Classified Employees, AFT Local 4522

and

Palomar Community College District

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Palomar College CCE/AFT, local 4522 and the Palomar Community College District to modify 15.1, in the Collective Bargaining Contract between the parties to include the new Holiday Schedule approved by the Palomar College Governing Board on April 10, 2018.

SEE Attachment 1.

This MOU shall become effective upon signature by the authorized officials from the two parties and terminated by mutual consent.

Palomar Community College District
Lisa Norman
Assistant Superintendent/Vice President, Human Resources

By:  Date: 4/12/18

Palomar College Council of Classified Employees, AFT Local 4522
Anel Gonzalez
President

By:  Date: 4/12/18



HOLIDAY SCHEDULE

2018-2019

Board 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

Memorandum of Understanding

Between

Palomar College Council of Classified Employees, AFT Local 4522

and

Palomar Community College District

In accordance with AB 119, the District shall provide new employee orientation to all new hires, after Palomar College Governing Board approval. CCE shall have the right to attend and present during the orientation. The employees shall remain on paid time during CCE's presentation and shall be required to attend CCE's section.

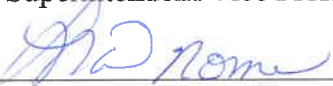
CCE shall be provided with a minimum of thirty (30) minutes during or at the end of the orientation. The District shall provide one (1) hour of paid release time for two (2) CCE representatives, as selected by the CCE President or designee. Said release time shall not be counted toward the total release time contained elsewhere in the collective bargaining agreement.

Palomar Community College District

Lisa Norman

Assistant Superintendent/Vice President, Human Resources

By: _____



Date: _____

4/26/18

Palomar College Council of Classified Employees, AFT Local 4522

Anel Gonzalez

President

By: _____



Date: _____

4/26/18

MONTHLY BOARD REPORT: May 8, 2018

SHORT-TERM PERSONNEL ACTION REQUEST

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Business Support Services					
	Lopez, Elijah	04/27/18	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Career, Technical and Extended Education					
	Chirkova-Sikora, Elena	03/25/18	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (professional)
Department	Counseling Department					
	Wolfe, Elyssa	04/10/18	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Disability Resource Center					
	Schultz, Anna	04/25/18	06/30/18	Technical/Paraprofessional	\$38.00	Interpreter (Level 4)
Department	Early Childhood Education Lab School					
	Lee, Nam Jin	04/10/18	06/30/18	Technical/Paraprofessional	\$11.00	Assistant I
Department	Earth, Space and Environmental Sciences					
	Marquez, Stephanie	04/25/18	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Department	Grant Funded Student Programs					
	Harris Cervantes, Carlito	04/26/18	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
	Dunlap, Taylor	04/25/18	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (professional)
	Lantis, Brittaney	04/02/18	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Morales, Angelique	04/02/18	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Sarmiento, Francisco	04/16/18	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Department	Health Services					
	Nikitsina, Lizaveta	04/10/18	06/30/18	Technical/Paraprofessional	\$46.00	Seasonal Nurse Practitioner

	Employee Name	Start Date	End Date	Job Code	Hourly	Job Description
Department	Mathematics Learning Center					
	Crum, John	04/10/18	06/30/18	Technical/Paraprofessional	\$11.00	Peer Tutor
Department	Media Studies					
	Maxwell, Luke	04/10/18	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	McDowell-Horn, Neil	04/18/18	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Palmer, Michelle	03/26/18	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
Department	Occupational and Noncredit Programs					
	Mudbhari, Bidusha	04/09/18	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Palomar College Police Department					
	Aguilar, Karina	04/02/18	06/30/18	Technical/Paraprofessional	\$15.00	Assistant III
	Gonzalez, Galilea	04/02/18	06/30/18	Technical/Paraprofessional	\$15.00	Assistant II
	Mafnas, Jessygene	03/25/18	06/30/18	Technical/Paraprofessional	\$13.00	Assistant II
Department	Performing Arts Department					
	Smithey-Woolwine, Cole	04/04/18	06/30/18	Technical/Paraprofessional	\$20.00	Assistant (professional)
Department	Public Safety Programs					
	Pauley, David	04/26/18	06/30/18	Technical/Paraprofessional	\$17.64	Assistant (professional)
SEASONAL COACH STIPEND REQUEST						
Department	Athletics Department					
	Littleton, Danielle	04/04/18	06/30/18	Technical/Paraprofessional	\$1,500.00	Seasonal coaching stipend
	Pugh, Kali	03/23/18	06/30/18	Technical/Paraprofessional	\$1,200.00	Seasonal coaching stipend

Palomar Community College
PAL PERSONNEL ACTIONS HISTORY

Page No. 1
Run Date 04/27/2018
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Report ID: PAL015ST
Personnel Action: HIR--
For the period 04/01/2018 through 04/30/2018

Effective Date	Action Reason	Employee Name	Hire Date	Emp Typ	Reg/ Tmp	Full/ Part	Job Code	Job Title	Salary Grade	Comp Rate	Supervisor
Department CTEE Career, Tech & Ext Education SETID - PALMR											
04/25/2018		Thompson,Michellah Anne	04/25/2018	0.0	H	T	P	900STU Student EE	STU/ASTU	13.000000	H
Department DRC Disability Resource Center SETID - PALMR											
04/09/2018		Parmenter,Hannah Leigh	04/09/2018	0.0	H	T	P	900STU Student EE	STU/ASTU	15.000000	H
Department STUDNTAFRS Student Affairs SETID - PALMR											
04/02/2018		Gomez Prado,Cinthia Elizabeth	04/02/2018	0.0	H	T	P	900STU Student EE	STU/ASTU	11.000000	H
Department WELLNESS Wellness/Fitness Center SETID - PALMR											
04/09/2018		McCracken,Wesley Greg	04/09/2018	0.0	H	T	P	900STU Student EE	STU/ASTU	13.000000	H

End of Report

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: April 4, 2018 and April 18, 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, April 4, 2018

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

A. **Credit Course Package – Deactivations**

Package Title: Program and Course Deactivations Spring 2018

Course Disciplines: *FASH, JOUR* Program Disciplines: *ASTR, CFT, DT, PWM, REC, TA,*

Description: Programs with low completion rates and courses not offered in 3 or 4 years. Deactivating at the request of departments.

Package Submitted by Instructional Services (see courses for faculty)

1. **Credit Course Deactivations – FASH, JOUR**

- a. Course Number and Title: FASH 119 Fashion Buying/Management I
Discipline: Fashion (FASH)
Course Included in the following programs:
 - i. Fashion Merchandising, A.S. Degree Major/Cert. of Achieve.Transfer Acceptability: CSU
Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.
Rita Campo Griggs
- b. Course Number and Title: FASH 131 / TA 131 Elementary Stage Costume and Make-Up
Short Title: Elem Stage Costume and Make-Up
Discipline: Fashion (FASH) / Theatre Arts (TA)
Transfer Acceptability: CSU
Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.
Rita Campo Griggs
- c. Course Number and Title: FASH 149 Fine Dressmaking
Discipline: Fashion (FASH)
Prerequisites: FASH 136,
Co-requisites: FASH 165
Course Included in the following programs:
 - i. Fashion Design, A.S. Degree Major/Cert. of Achieve.Transfer Acceptability: CSU
Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.
Rita Campo Griggs
- d. Course Number and Title: FASH 90 Design Collection
Discipline: Fashion (FASH)
Recommended Prep: At least one of the following courses: FASH 135, FASH 136, FASH 139, FASH 145
Course Included in the following programs:
 - i. Costume Design, A.S. Degree Major/Cert. of Achieve.
 - ii. Fashion Design, A.S. Degree Major/Cert. of Achieve.Justification: Course not offered in 3 or 4 years. Deactivating at the request of the department.
Rita Campo Griggs
- e. Course Number and Title: JOUR 103 Magazine Feature Writing
Discipline: Journalism (JOUR)

Recommended Prep: JOUR 101

Course Included in the following programs:

- i. Multimedia Journalism, A.S. Degree Major/Cert. of Achieve.

Transfer Acceptability: CSU

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

Wendy Nelson

2. Credit Program Changes – ASTR

- a. Program Title: Astronomy

Discipline: Astronomy (ASTR)

Award Type: Cert. Achievement 18 units/more

Total Units: 34

Deactivating A.S. due to low completion rates; retaining Cert. of Achieve.

Wing Cheung

3. Credit Program Deactivations – CFT, CI, DT, FCS, PWM, REC, TA

- a. Program Title: Carving Technology

Discipline: Cabinet and Furniture Technology (CFT)

Award Type: A.S. Degree Major/Cert. Achievement 18 units/more

Total Units: 22

Justification: Deactivating due to low completion rates.

Anthony Fedon/David Wright

- b. Program Title: Construction Inspection

Discipline: Construction Inspection (CI)

Award Type: A.S. Degree Major/Cert. Achievement 18 units/more

Total Units: 27

Justification: Deactivating due to low completion rates.

Dennis C. Lutz

- c. Program Title: Drafting Technology: Multimedia

Discipline: Drafting Technology (DT)

Award Type: A.S. Degree Major/Cert. Achievement 18 units/more

Total Units: 29 – 30

Justification: Deactivating due to low completion rates.

Dennis Lutz

- d. Program Title: Entertainment Technology

Discipline: Theatre Arts (TA)

Award Type: Certificate of Achievement

Total Units: 33

Justification: Deactivating due to low completion rates.

Wendy Nelson/Chris Sinnott

- e. Program Title: Family and Consumer Science-General

Discipline: Family and Consumer Sciences (FCS)

Award Type: A.S. Degree Major/Cert. Achievement 18 units/more

Total Units: 24

Justification: Deactivating due to low completion rates.

Dennis C. Lutz

- f. Program Title: Outdoor Leadership

Discipline: Recreation (REC)

Award Type: A.A. Degree Major or Certificate of Achievement

Total Units: 18 - 23

Justification: Deactivating due to low completion rates.
Lacey Craft

- g. Program Title: Public Works Management - Level I
Discipline: Public Works Management (PWM)
Award Type: Certificate of Achievement
Total Units: 19
Justification: Deactivating due to low completion rates.
Anthony Fedon/David Wright
- h. Program Title: Recreation Agency Leader
Discipline: Recreation (REC)
Award Type: A.A. Degree Major or Certificate of Achievement
Total Units: 21.5 – 31
Justification: Deactivating due to low completion rates.
Lacey Craft

B. New Noncredit Programs

- 1. Program Title: Project Management
Discipline: Noncredit Business Management (N BMGT)
Award Type: Certificate of Competency (Hours only; no units)
Justification: Project Management is a workplace preparation skill set that is in demand and provides students with new skills as well as significantly upgrading existing management skills.
Jackie Martin
- 2. Program Title: Medical Professions Prep
Discipline: Noncredit Medical (N MEDC)
Award Type: Certificate of Competency (Hours only; no units)
Justification: The Nursing and Paramedic Training Programs at Palomar College are rigorous 5 day/week programs and include subject matter and terminology that is unfamiliar to many students. Based on the intensity, fast pace of the programs and the unfamiliarity, students historically struggle to learn and demonstrate competency in the subject areas of cardiology and med math as these subject areas comprise a large portion of the curriculum. The instructors have also found that even though students must complete a basic reading comprehension class, many of the students struggle to read at the level of the textbooks, struggle with the foreign medical terminology and are unfamiliar on how to navigate the textbooks and lack basic study and test taking skills.
Sarah DeSimone

C. Non Credit Courses - New

- 1. Course Number and Title: N BMGT 988 Procurement Management; Quality, Cost, and Risk
Discipline: Noncredit Business Management (N BMGT)
Distance Learning Offering(s): Online
Justification: Provide students with basic tools & techniques for purchasing fundamentals and risk management within the scope of project management.
Jackie Martin
- 2. Course Number and Title: N BUS 972 Word Workshop for Older Adults
Discipline: Noncredit Business (N BUS)
Part of AEBG Grant for Older Adults and/or CTE short term training leading to jobs.
Jackie Martin
- 3. Course Number and Title: N KINE 900 Adult Active Fitness
Discipline: Noncredit Sociology (N KINE)
Part of AEBG Grant for Older Adults
Lacey Craft

4. Course Number and Title: N KINE 906 Hatha Yoga for Older Adults
Discipline: Noncredit Sociology (N KINE)
Part of AEBG Grant for Older Adults
Lacey Craft
5. Course Number and Title: N KINE 913 Beginning Tai Chi for Older Adults
Discipline: Noncredit Sociology (N KINE)
Part of AEBG Grant for Older Adults
Lacey Craft
6. Course Number and Title: N KINE 921 A Matter of Balance: Managing Concerns About Falls of Older Adults
Discipline: Noncredit Sociology (N KINE)
Part of AEBG Grant for Older Adults
Lacey Craft

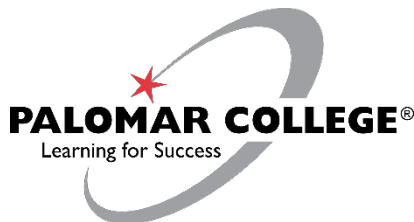
Palomar College Curriculum Committee Actions

Wednesday, April 18, 2018

**I. ACTION – Remove 50% ‘In Residence’ Requirement for Certificates of Achievement
Certificate of Achievement (CA) Requirements**

Students who wish to use coursework from other institutions towards the certificate or wish to pursue additional Palomar degrees should submit official transcripts to the Records Office. Students will be eligible to receive a Certificate of Achievement if they complete the specific course requirements as listed under the majors in the next section of the catalog. In addition to the course requirements, students should be aware of the following guidelines.

- ~~A. Fifty percent (50%) of a certificate program must be taken in residence at Palomar College. The remaining courses may be completed at other accredited institutions. Substitutions or waivers must be approved by the appropriate Department Chair/Director.~~
- B. A grade of ‘C’ or higher must be achieved in all certificate courses except where other grade requirements are specified by law. A Department Chair/Director may waive one (1) ‘D’ grade with written justification.
- C. Equivalent courses from other institutions may be determined by the Evaluations Office with the exception of Water/Wastewater Technology Education. Certificate credits or courses may be substituted or further equivalencies determined with written justification and approval of the Department Chair/Director.
- D. Continuous enrollment is defined as attendance in one semester or two quarters (excluding summer) within a calendar year (January through December) in the CSU, UC, or California Community Colleges system following initial enrollment at Palomar. If a student does not maintain continuous enrollment, the evaluation will be based on the requirements in effect at the time of return to Palomar College, or the date the degree is awarded.
- E. It is the responsibility of the student to ensure satisfactory completion of the certificate requirements. When all requirements are completed or in-progress, students should submit a Petition for Graduation to the Evaluations Office in the Student Services Center, room SSC-40. Petitions are available in the Counseling or Transfer Centers, the Evaluations Office, or online. Deadlines are strictly adhered to; petitions must be submitted no later than the dates listed below:
 - Spring graduation – February 28th
 - Summer graduation – June 30th
 - Fall graduation – September 30th



Palomar Community College District

TOPIC: Governing Board approval of new Community Education classes to be offered as of May 2018.

OVERVIEW: The Community Education program is ramping up. As the program gains traction and the number of classes increase, the goal is to provide a full schedule of offerings to the Governing Board on a semester basis for ratification. Until then, Community Education offerings will be submitted as they are developed. New Community Education Offering(s) are shown in the spreadsheet.

DISCUSSION/FINANCIAL IMPLICATIONS:

Community Education classes provided by community colleges are under the purview of the local Governing Board per Education Code section 78300.

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

Participant fees fully cover the direct costs of instruction such as the instructor, supplies, field trips, or other class requirements. They also cover relevant indirect administrative costs as such as staffing, facilities, advertising, etc. Each class requires different fees, depending on the costs associated with running the class.

New Community Education classes are reviewed by the Workforce & Community Development Faculty Senate Advisory Group before being forwarded to the Governing Board for approval. New classes require 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, they are 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 end of the class the class and instructors will be evaluated through student evaluations to be reviewed by the Workforce Development and Extended Studies Office.

Classes will be marketed on the Workforce and Community Development web page and with other strategies include printed flyers, social media advertising, and community outreach. Classes may be held on any Palomar College sites or external locations with community partners. MOUs will be in place with external location prior to the holding of offerings.

Name of Offering	Offering Description and Goals	Format/Hours	Location	Name of Trainer	Instructor Rate	Fees to Students	Effective
Pit and Fissure Sealants	The Registered Dental Assisting Program at Palomar College offers a Pit and Fissure Sealant course to provide Registered Dental Assistants with the knowledge and skills needed to successfully apply sealants in a clinical setting. In this course students are taught patient selection criteria, examination requirements for pit and fissure sealants, infection control protocol and regulations, sealants contraindications, and concepts of bonding and sealant placement. Students are required to bring their own patients to meet Dental Board of California regulations. Palomar College will issue graduates a Pit and Fissure Certification upon successful completion of this course with 16 hours of Continue Education (CE) Credits.	24 hours total; 8 hours Friday (4 hours lecture & 4 hours lab), Saturday, 8 hours Certification Exam, and clinical patients. Sunday, 8 hours of clinical patients.	San Marcos Campus	Karen Wait & Claudia Perkins	35% of operating margin	\$500	May-18

**BUSINESS & CONTRACT SERVICES
REVIEW & RATIFICATION BY
GOVERNING BOARD
PALOMAR COMMUNITY COLLEGE DISTRICT
FY 2017-2018**

BOARD DATE: May 8, 2018**REPORTING PERIOD: 3/1/18- 4/30/18**

193.	R. Perez Finance & Administrative Services	Compass Energy Solutions, LP	Energy services agreement to furnish all labor, materials and equipment for installation of a LED lighting system in the specific buildings on the San Marcos Campus and Soccer Field.	Effective: 2/28/2018	\$2,038,333.00	
194.	"	Vavrinek, Trine, Day & C., LLP	Executed the additional year renewal option to perform the annual financial audit services from the sale of Proposition 39 general obligations bonds for fiscal year 2017-2018.	Effective: 3/15/2018	\$8,250.00	
195.	"	"	Executed the additional year renewal option to perform the annual financial audit services of all other funds for fiscal year 2017-2018.	Effective: 3/15/2018	\$67,250.00	
196.	A. Lee Financial Aid, Veterans and Scholarship Services	Jerry Perez-Acumen Enterprises, Inc.	Non-Disclosure agreement for services performed on independent contractor agreements for Oracle Campus Solutions SAP set-up and disbursement process.	Effective: 3/16/2018	N/C	
197.	D. Astl Construction & Facilities Planning	HMC Architects	Proposal for additional structural, VE services and additional offsite support services or the South Education Center project.	Effective: 2/19/2018	\$60,850.00	X
198.	N. Roe CTEE	Sage Business & Education, LLC.	Amendment #2 to master agreement to provide marketing services.	3/19/2018 – 6/30/2018	\$9,600.00	
199.	O. Diaz Student Success & Equity	Hyland Global Services	Implement OnBase module for optical transcript scanning related to degree audit and degree planning project.	2/12/2018 – 2/11/2021	\$21,500.00	
200.	O. Diaz Student Success & Equity	California Center for the Arts, Escondido	Hosting of the Fire Academy Graduation Ceremony.	5/31/2018	N/C	
201.	"	"	Hosting the MODA Fashion Show for 2 days. Additional costs for services provided by the Center of the Arts for the show.	5/10/2018 – 5/11/2018	\$10,000.00	
202.	"	"	Memorandum of understanding to allow the District use of the facility for 5 days at no charge.	7/1/2018 – 6/30/2020	N/C	
203.	J. Fent AODS	North Inland Regional Recovery Center – McAlister Institute	Service-Learning memorandum of understanding to provide student-focused learning experience.	2/8/2018 – 2/8/2023	N/C	
204.	"	Pemarro Recovery Center	Service-Learning memorandum of understanding to provide student-focused learning experience.	3/1/2018 – 3/1/2023	N/C	
205.	"	SOAP Mat, LLC.	Service-Learning memorandum of understanding to provide student-focused learning experience.	1/25/2018 – 12/31/2020	N/C	
206.	P. Ordille EME	Ambulnz Health, LLC	Renewal of agreement for field experience for the EMT-Paramedic students.	3/1/2018 – 2/28/2023	N/C	
207.	"	American Medical Response Ambulance Service, Inc. San Diego	Renewal of agreement for field experience for the EMT-Paramedic students.	4/19/2018 – 4/18/2020	N/C	
208.	J. Fent AODS	Fraternity House, Inc.	Service-Learning memorandum of understanding to provide student-focused learning experience.	1/22/2018 – 1/22/2023	N/C	

**BUSINESS & CONTRACT SERVICES
REVIEW & RATIFICATION BY
GOVERNING BOARD
PALOMAR COMMUNITY COLLEGE DISTRICT
FY 2017-2018**

BOARD DATE: May 8, 2018

REPORTING PERIOD: 3/1/18- 4/30/18

209.	J. Fent AODS	Children's Paradise	Service-Learning memorandum of understanding to provide student-focused learning experience.	1/29/2018 – 12/25/2018	N/C	
210.	N. Puccio Extended Education	Ramona Unified School District	Use of facilities agreement for holding classes during the Summer Semester. Classes to include BUS 165 Beginning Keyboard, BUS 170 Word for Business & BUS 175 Excel Basic.	6/11/2018 – 8/2/2018	N/C	
211.	"	Fallbrook Union High School District	Use of facilities agreement for holding classes during the Summer Semester. Classes to include NESL 301 Beginning ESL I, NESL 302 Beginning ESL II, NESL 303 Beginning ESL III & NESL 304 Intermediate ESL I.	6/12/2018 – 7/19/2018	\$3,508.80	
212.	"	Paseo del Oro Apartments, Cobblestone Village Apartments & Sierra Vista Apartments	Use of facilities agreement for holding community classes for the Fall, Spring and Summer Semesters.	7/1/2018 – 6/30/2019	N/C	
213.	"	San Diego Library Rancho Penasquitos Branch	Use of facilities agreement for holding general education classes.	7/1/2018 – 6/30/2019	N/C	
214.	"	Escondido Union High School District	Use of facilities agreement for holding community classes at various High Schools for Fall, Spring and Summer classes.	7/1/2018 – 6/30/2019	Classroom use: \$20.00 per/hour Track use: \$2,500.00	
215.	"	Pauma Band of Mission Indians	Use of facilities agreement on Pauma Indian Reservation for general education classes for Fall, Spring and Summer Semesters.	7/1/2018 – 6/30/2019	Classroom use: \$150.00/month Office Use: \$225.00/month	
216.	J. Jarvinen Work Experience	Autism Interventions and Resources	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
217.	"	College Nannies, Sitters & Tutors	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
218.	"	Escondido Community Child Development Center	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
219.	"	Robert Lane – Lane OPX	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
220.	"	Doug Applegate for Congress	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
221.	"	Girls Inc. of San Diego County	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
222.	"	County of San Diego – Fleet Division	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2023	N/C	
223.	"	Xcite Steps	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
224.	"	Alzheimer's San Diego	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
225.	"	Farmer's Insurance Silva Calderon Agency	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
226.	"	Dickinson Cameron Construction	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	

**BUSINESS & CONTRACT SERVICES
REVIEW & RATIFICATION BY
GOVERNING BOARD
PALOMAR COMMUNITY COLLEGE DISTRICT
FY 2017-2018**

BOARD DATE: May 8, 2018

REPORTING PERIOD: 3/1/18- 4/30/18

227.	O. Diaz Student Success & Equity	Martin Leyva	Independent contractor agreement to provide recruiting and registration of Transitions Students and facilitating support for program and students.	4/1/2018 – 7/31/2018	\$12,000.00	
228.	D. Astl Construction & Facilities Planning	Consolidated Building Systems, Inc.	Services Agreement for consulting services for the relocation of the Warehouse and Maintenance & Operations areas to new building.	4/11/2018 – 8/31/2018	\$48,840.00	
229.	D. Johnson EH&S	Tom Maloney Maloney & Associates, LLC	Independent contractor agreement to provide emergency management services.	4/1/2018 – 6/30/2019	\$9,415.00	
230.	J. Odom KKSM	Facts on File, Inc. DBA Films for the Humanities & Sciences, Inc.	Licensing Agreement granting use of video content and distribution through online resources.	4/9/2018 – 4/8/2023	N/C	
231.	J. Jarvinen Work Experience	United Way of San Diego County	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
232.	"	Vanessa Valenzuela for City Council 2018	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
233.	"	Dickinson Cameron Construction	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
234.	"	MREN	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2018	N/C	
235.	"	Vista Community Clinic	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2018	N/C	
236.	"	Synergy DPS, Inc.	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
237.	"	San Diego County – Water Authority	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
238.	"	The Arc of San Diego	Internship Affiliation Agreement for students to intern at their facilities.	6/11/2018 – 6/10/2021	N/C	
239.	L. Norman Human Resources	Strata Information Group	Professional Services Agreement for IEPI workshops	3/26/2018 – 3/25/2021	Not to exceed: \$23,800.00	
240.	"	EPIC Training Solutions	Independent contractor agreement to provide "Be EPIC!" 2018 workshop series.	4/10/2018 – 12/15/2018	\$2,650.00	
241.	O. Diaz Student Success & Equity	Dr. Pedrom Noguera	Independent contractor agreement to provide student equity themed plenary workshop & keynote address.	8/16/2018	\$20,000.00	
242.	C. Moise Information Services	David T. Kohn, Kohn Software Solutions, Inc.	Independent contractor agreement to provide consulting services to upgrade PeopleSoft HCM (HR and Payroll) systems.	4/25/2018 – 6/30/2019	\$135,000.00	
243.	O. Diaz Student Success & Equity	Dr. Paul Davis Jenkins	Independent contractor agreement to provide pre-plenary guided pathways workshop and progress review.	8/14/2018	\$3,200.00	
244.	R. Bianchi TTIP CCC TechConnect	Jana E Basinet	Independent contractor agreement to provide cornerstone implementation project management services to support TTIP CCC TechConnect.	5/7/2018 – 6/30/2018	Not to exceed: \$25,000.00	
245.	J. LeDesma GEAR UP	The Parent Institute of Quality Education (PIQE)	Memorandum of understanding to provide parent-training courses to GEAR UP parents.	4/11/2018 – 5/30/2018	\$10,000.00	
246.	Candi Francis MNHS Division	Dr. Phyllis Sensenig	Independent contractor agreement to provide evaluation of Title V Collaborative grant project in interim report deadline.	4/24/2018 – 6/30/2019	\$10,000.00	

Palomar Community College District Policy**BP 4040****INSTRUCTIONAL SERVICES****REV 09/29/17****BP 4040 LIBRARY AND ~~OTHER INSTRUCTIONAL~~ AND LEARNING
SUPPORT SERVICES****Reference:**

Education Code Section 78100

Civil Code Section 1798.90:ACCJC Accreditation Standard II

The District shall have library services and learning ~~other instructional~~ support services that are an integral part of the institution's educational program and will comply with the requirements of the Reader Privacy Act.

The selection of educational materials and other learning resources is a professional responsibility of the administration and faculty of the College.

Yellow = CCLC recommended changes.

Date Adopted: 4/12/2011 Revised:

(Replaces Palomar College Policy 301 and all previous versions of BP 4040)

HUMAN RESOURCES

Rev 10/8/17

BP 7100 COMMITMENT TO DIVERSITY**References:**

Education Code Sections 87100 et seq.;
Title 5 Sections 53000 et seq.

The District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Governing Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual 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 goals of equal opportunity and diversity and provide equal consideration for all qualified candidates.

Also see BP/AP 3050 titled Institutional Code of Ethics, BP 3410 titled Nondiscrimination, BP/AP 3420 titled Equal Employment Opportunity, BP/AP 3430 titled Prohibition of Harassment, AP 3435 titled Discrimination and Harassment **Complaints and Investigations and Training**, and the District's Equal Employment Opportunity Plan.

HUMAN RESOURCES

Rev 10/8/17 negligible changes

BP 7110 DELEGATION OF AUTHORITY, HUMAN RESOURCES

Reference:

Education Code Section 70902(d)

The Governing Board delegates authority to the Superintendent/President to authorize employment, fix job responsibilities, and perform other personnel actions provided that all federal and state laws and regulations and Board Policies and administrative procedures have been followed, subject to confirmation by the Board.

Also see BP 7120 titled Recruitment and Hiring as well as BP 7360 titled Discipline and Dismissals – Academic Employees and BP 7365 titled Discipline and Dismissals – Classified Employees

Office of Primary Responsibility: Human Resource Services

Date Adopted: 7/8/08; Revised:

(Replaces former Palomar Policies 7.04 and 7.05 and, all previous versions of BP 7110.)

HUMAN RESOURCES

REV 10/10/17 negligible changes

BP 7130 COMPENSATION AND BENEFITS**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 as applicable.

Prohibition of Incentive Compensation

The District shall not provide any commission, bonus, or other incentive payment based, 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.

Compensation is subject to BP 7140 titled Collective Bargaining for represented employees.

Office of Primary Responsibility: Human Resource Services

Date Adopted: 2/09/2008; Revised: 11/08/2011; Revised:

(Replaces former Palomar Policies 7.09, 155, 155.1, 155.11, 155.12, 155.41, 155.42, 528.2, former Palomar Procedures 155.1, 155.41, 155.42, 528.2 and all previous versions of BP 7130.)

HUMAN RESOURCES

REV 10/10/17 no proposed changes

BP 7140 COLLECTIVE BARGAINING

References:

Government Code Sections 3540 et seq.

If eligible employees of the District select an employee organization as their exclusive representative, and if after recognition by the District or after a properly conducted election, an exclusive representative is certified as the representative of an appropriate unit of employees under the provisions of the Educational Employment Relations Act, Government Code Sections 3540 et seq., the District will meet and negotiate in good faith on matters within the scope of bargaining as defined by law.

Also see BP/AP 2610 titled Presentation of Initial Collective Bargaining Proposals

Office of Primary Responsibility: Human Resource Service

HUMAN RESOURCES

REV 2-2-18

BP 7150 EMPLOYEE EVALUATIONS**References:**

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.4~~ 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.

BP 7160 PROFESSIONAL DEVELOPMENT

Reference:

Accreditation Standard III.A.5 **14**

It is the intent of the District to support professional development opportunities for its employees. All eligible employees will be afforded opportunities and encouraged to participate in professional development/professional growth activities.

The details regarding professional development/professional growth are delineated in the applicable collective bargaining agreement or employee handbook.

~~Office of Primary Responsibility: Human Resource Services~~

Date Adopted: 12/09/2008; Revised:

(Replaces former Palomar Policy 167 and Procedure 167 and all previous versions of BP 7106.)

HUMAN RESOURCES

REV 10/10/17 no proposed changes

BP 7175 DISTRICT AWARDS

References:

Education Code Sections 87801 and 88160

Students, employees, and other community members who perform special acts or services in the interest of public education may be recognized through the issuance of appropriate awards.

Date Adopted: 4/14/2009; Revised:

(Replaces former Palomar Policy 7.13 and all previous versions of BP 7175)

HUMAN RESOURCES

REV 10/14/17 negligible proposed changes

BP 7210 ACADEMIC EMPLOYEES**References:**

Education Code Sections 87400 et seq., 87419.1, 87482 et seq., 87600 et seq.,
and 87482.8;
Title 5 Section 51025

Academic employees are all persons employed by the District in academic positions. Academic positions include every type of service, other than paraprofessional service, for which minimum qualifications have been established by the Board of Governors for the California Community Colleges.

Faculty members are those employees who are employed by the District in academic positions that are not designated as supervisory or management. Faculty employees include, but are not limited to, instructors, librarians, counselors, and professionals in the Disability Resource Center (DRC) and Extended Opportunity Programs and Services (EOPS).

Decisions regarding tenure of faculty shall be made in accordance with the procedures established for the evaluation of probationary faculty and in accordance with the requirements of the Education Code. The Governing Board reserves the right to determine whether a faculty member shall be granted tenure.

The District may employ temporary faculty from time to time as required by the interests of the District. Temporary faculty may be employed full-time or part-time. The Governing Board delegates authority to the Superintendent/President to determine the extent of the District's needs for temporary faculty. (See AP 7212 titled Temporary Faculty)

Notwithstanding this policy, the District shall endeavor to comply with its obligation under the Education Code regarding the ratio of full-time to part-time faculty to be employed by it and for making progress toward the standard of 75% of total faculty work load hours taught by full-time faculty.

Also see BP/AP 7120 Recruitment and Hiring

Date Adopted: 4/14/2009; Revised

(Replaces former Palomar Policies 151, 154, 154.32, 154.41, 154.5, former Palomar Procedure 170, and all previous versions of BP 7210.)

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) in the discipline(s) in which the Governing Board has authorized him/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.

HUMAN RESOURCES

REV 10/14/17 Negligible proposed changes

BP 7230 CLASSIFIED EMPLOYEES**References:**

Education Code Sections 88003, 88004, 88009, and 88013

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.

The classified service does not include:

- Substitute employees
- Short-term employees who are employed and paid for less than 75 percent of the fiscal year
- **Part-time apprentices and p**Professional experts employed on a temporary basis for a specific project, regardless of length of employment
- 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

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**)

The Superintendent/President shall establish procedures to assure that the requirements of state law and regulations regarding the classified service are met.

The probationary period for classified employees shall be one year.

Also see AP 7235 titled Probationary Period: Classified Employees, **BP/AP 7120 Recruitment and Hiring**

HUMAN RESOURCES

REV 10/14/17 negligible proposed changes**BP 7236 SHORT-TERM EMPLOYEES****Reference:**

Education Code Section 88003

"Short-term employee" means any person who is employed to perform a service for the District upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.

Before a short-term employee is employed, the Governing Board, at a regularly scheduled meeting, shall specify the service required to be performed and certify the ending date of the service. The **Governing** Board may later act to shorten or extend the ending date, but shall not extend it beyond 75 percent of an academic year.

See the Short-Term Employee Hiring Regulations available in the Human Resource Services Office.

Office of Primary Responsibility: Human Resource Services

HUMAN RESOURCES

REV 10/14/17 no proposed changes

BP 7240 CONFIDENTIAL EMPLOYEES**Reference:**

Government Code Section 3540.1(c)

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.

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.

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.

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.

Office of Primary Responsibility: Human Resource Services

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

REV 10/15/17

BP 7340 LEAVES

References:

Education Code Sections 87763 et seq., 88190 et seq., and cites below:

Labor Code Sections 245 et seq.;

Article 6, PFF and CCE Contracts

The Superintendent/President shall establish procedures for employee leaves as authorized by law, by collective bargaining agreements, and by employee handbooks. Such leaves shall include, but are not limited to:

- illness or injury leaves for all classes of permanent employees (Education Code Sections 87781 and 88192);
- paid sick leave (Labor Code Section 246);
- vacation leave for members of the classified service, confidentials, administrators, supervisors, and managers;
- leave for service as an elected official of a community college district public employee organization, or of any statewide or national employee organization with which the local organization is affiliated or leave for a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by the public employee organization; (Education Code Sections 87768.5 and 88210);
- leave of absence to serve as an elected member of the legislature (Education Code Section 87701);
- family medical leave and pregnancy leave (Education Code Sections 87766 and 88193; Government Code Section 12945); (See BP 7347 titled Family Medical Leave);
- leave to bond with a new child (Education Code Sections 87780.1, 87784.5, 88196.1, and 88207.5);
- use of illness leave for personal necessity (Education Code Sections 87784 and 88207);
- industrial accident and illness leave (Education Code Sections 87787 and 88192). (See BP/AP 7343 titled Industrial Accidents and Illness);
- bereavement leave (Education Code Sections 87788 and 88194);

Date Adopted: 1/13/2009; Revised: 3/11/14, Revised:
(Replaces all previous versions of BP 7340.)

- military service (Education Code Section 87700);
- jury service or appearance as a witness in court (Education Code Sections 87035 and 87036 and 87037);
- sabbatical leaves; and
- 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.

HUMAN RESOURCES

REV 10/15/17 no proposed changes

BP 7341 SABBATICALS**References:**

Education Code Sections 87767 et seq.

The District may grant a leave of absence for study and travel (sabbatical) subject to the provision of the applicable collective bargaining agreement.

Office of Primary Responsibility: Human Resource Services

Date Adopted: 12/09/2008; Revised:

(Replaces ~~current~~ former Palomar Policies 154.42, 156.38, and 156.381)

HUMAN RESOURCES

REV 2/2/18

BP 7345 CATASTROPHIC LEAVE PROGRAM

Reference:

Education Code Section 87045

The Governing Board authorizes implementation of a Catastrophic Leave Program to permit employees of the District to donate eligible leave credits to an employee when that employee or a member of his/ ~~or~~ her family suffers from a catastrophic illness or injury.

~~The Superintendent/President shall establish administrative procedures to administer the program that comply with the catastrophic leave program requirements that are established by the Education Code. The administrative procedures shall assure that the program is administered in a nondiscriminatory way.~~

Also see AP 7345 titled Catastrophic Leave Program.

~~Office of Primary Responsibility: Human Resource Services~~

HUMAN RESOURCES

REV 10/15/17 no proposed changes

BP 7347 FAMILY MEDICAL LEAVE**References:**

Unemployment Insurance Code Sections 3300 – 3303;
Family Medical Leave Act;
Fair Employment and Housing Act

The Governing Board authorizes unpaid family care and medical leaves consistent with the Family Medical Leave Act and the California Family Rights Act, and unpaid pregnancy disability leave under the Fair Employment and Housing Act. This authorization is implemented through the applicable collective bargaining agreements and employee handbooks.

Office of Primary Responsibility: Human Resource Services

Date Adopted: 12/09/2008; Revised:

(Replaces ~~current~~ former Palomar Policies 14 and 156.4)

HUMAN RESOURCES

REV 10/15/17 negligible proposed changes

BP 7350 RESIGNATIONS**References:**

Education Code Sections 87730 and 88201

The Governing Board shall accept the resignation of any employee and shall fix the time when the resignation takes effect, which shall not be later than the close of the academic year during which the resignation has been received by the **Governing** Board.

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 by the Governing Board when accepted in writing by the Superintendent/President subject to the provision of the applicable collective bargaining agreement or employee handbook. When accepted by the Superintendent/President, the resignation is final and may not be rescinded except in instances as outlined in applicable collective bargaining agreements or employee handbook. All such resignations shall be forwarded to the Governing Board for ratification.

Office of Primary Responsibility: Human Resource Services

Date Adopted: 12/09/2008; Revised:*(Replaces ~~current~~ former Palomar Policy 21.5)*

HUMAN RESOURCES

REV 10/15/17 no proposed changes

BP 7361 ACADEMIC DUE PROCESS

References:No specific references

Personnel issues may involve contractual grievances or non-contractual disputes or problems. The former will be resolved through the grievance procedure of the collective bargaining agreement between the District and the appropriate union: CCE/AFT or PFF/AFT. Non-contractual employment disputes for administrative, supervisory, and confidential employees are resolved by the procedures in their respective employee handbooks.

Conflicts between or among faculty members may be addressed through the Faculty Senate's Academic Due Process Procedure, which is available on the Faculty Senate's web page.

HUMAN RESOURCES

REV 10/15/17 no proposed changes

BP 7370 USE OF DISTRICT RESOURCES FOR POLITICAL ACTIVITY**References:**

Education Code Sections 7054 and 7056;
Government Code Section 8314

As the District encourages and promotes academic freedom and free speech, this policy is not intended to limit free speech.

Employees shall not use District funds, services, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Governing Board. This policy prohibits political activity during an employee's working hours but shall not be construed to prohibit an employee from urging the support or defeat of a ballot measure or candidate during nonworking time.

Also see BP/AP 4030 ~~titled~~ Academic Freedom, BP/AP 5550 ~~titled~~ Speech: Time, Place, and Manner, and BP/AP 6700 ~~titled~~ Other Facilities Use (Civic Center Act) as well as AP 7370 ~~titled~~ Use of District Resources for Political Activity

Office of Primary Responsibility: Human Resource Services

Date Adopted: 12/09/2008; Revised:

(This is a new policy recommended by the CC League and the League's legal counsel)

HUMAN RESOURCES

REV 3/2/18

BP 7510 DOMESTIC PARTNERS**References:**

Family Code Sections 297, 298, 298.5, 297.5, 299, 299.2, and 299.3

Domestic partners registered with the California Secretary of State shall have, insofar as permitted by California law, all of the same rights, protections, and benefits, as well as the same obligations, responsibilities, and duties of married persons (spouses) under state law. Former domestic partners shall have all of the rights and obligations of former spouses. Surviving domestic partners shall have the same rights, protections, and benefits as are granted to a surviving spouse of a decedent.

Therefore, all references to “spouses” in the **bB**oard **pP**olicies or **aA**dministrative **pP**rocedures shall be read to include registered domestic partners as permitted by California law.

Office of Primary Responsibility: Human Resource Services

Date Adopted: 12/09/2008; Revised:

(Replaces former Palomar Policy 130 and all previous versions of BP 7510.)

HUMAN RESOURCES

REV 2/27/18

BP 7600 COLLEGE POLICE DEPARTMENT

References:

Education Code Sections 72330 et seq.

Government Code Sections 3300 et. seq.

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.

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.

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).

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.

Every member of the police department shall be issued a suitable identification card and badge bearing words "Palomar Community College District Police".

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.

Also see AP 7600 titled College Police Department

~~Office of Primary Responsibility: Human Resource Services~~

Date Adopted: 7/8/08 Revised:

(Replaces all previous versions of BP 7600.)

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 Board Policy.

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/ or 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.

HUMAN RESOURCES

REV 10/15/17 no proposed changes

BP 7800 INSTITUTIONAL REASSIGNMENT/LATERAL TRANSFER**References:**

Education Code Sections 87743 et seq.;
Title 5 Sections 53400 et seq.

Refer to the appropriate collective bargaining agreement or employee handbook for details regarding institutional reassignment and lateral transfer.

Also see AP 7211 ~~titled~~ Faculty Service Areas as they relate to lateral transfer.

Office of Primary Responsibility: Human Resource Services

Date Adopted: 12/09/2008; Revised:

Replaces former Palomar Policies 115 and 160 and Procedures 115 and 160)

HUMAN RESOURCES

REV 10/15/17 no proposed changes

BP 7850 EXCHANGE PROGRAM**References:**

Education Code Sections 87422-87424

The District recognizes qualified exchange programs for eligible employees. The procedures for participation in such programs are delineated in the applicable collective bargaining agreement or employee handbook.

Office of Primary Responsibility: Human Resource Services

Palomar Community College District Policy**BP 7260****HUMAN RESOURCES****REV 10/14/17****BP 7260 CLASSIFIED ADMINISTRATORS AND SUPERVISORS****References:**

Education Code Sections 72411 and 87002 (b) and (c);
Government Code Sections 3540.1(g) and (m)

Classified administrators are administrators who are not employed as educational administrators and who, regardless of job description, have significant responsibilities for formulating District policies or administering District programs other than the instructional or student services programs of the District.

Classified supervisors are supervisors of classified employees not employed in academic positions.

Classified administrators and supervisors, regardless of job description, have authority to hire, transfer, suspend, recall, promote, discharge, assign, reward, or discipline other classified employees, or have the responsibility to assign work to and direct them, adjust their grievances, or effectively recommend such action.

Refer to the appropriate employee handbook for additional details regarding classified administrators and supervisors.

Classified administrators may be employed by an appointment or contract of up to four years in duration. If a classified administrator is employed by an appointment or contract, the appointment or contract shall be subject to the same conditions as applicable to educational administrators.

Classified administrators may be employed in the same manner as the other members of the classified service. If a classified administrator is employed as a regular member of the classified service, employment shall be consistent with other provisions of these policies regarding employment of classified employees.

Also see BP/AP 7120 Recruitment and Hiring

Office of Primary Responsibility: Human Resource Services

HUMAN RESOURCES

REV 10/14/17 negligible proposed changes

BP 7270 STUDENT WORKERS

References:

Education Code Sections 69960(f) and 88003

The District shall provide employment opportunities for its students through various local, state, and federally funded programs.

~~Office of Primary Responsibility: Human Resource Services~~

Palomar Community College District Procedure**AP 7270****HUMAN RESOURCES****REV 10/18/17****AP 7270 STUDENT WORKERS****References:**

Education Code Sections 69960(f) and 88003;

~~Government Code Sections 18220 et seq.~~

~~Districts, when hiring for internships and student assistant positions, shall give preference to applicants up to 26 years of age who are, or have been, dependent children in foster care.~~

Only enrolled Palomar College students can be employed as student workers. A student worker's primary role at the District is as a student. Student workers may only be employed as student assistants hired by specific departments or placed in particular departments/offices through the work-study program while enrolled in classes.

Full and part-time Palomar College students shall only be employed part-time regardless of funding source and shall not be a part of the classified service nor perform tasks commensurate with an established classified position. Student workers are hired to gain work experience and develop new skills. Tuberculosis tests are required for all student workers. Certain additional clearances (e.g., fingerprinting, etc.) may be required based on the work location and assigned responsibilities. Student assistants can only work in one capacity (i.e., cannot work as a student assistant and a short-term or professional expert or substitute).

Specific procedures governing hiring processes, applications, and eligibility requirements for student workers can be found in the Palomar College Short-Term and Student Employee Information Booklet available on the Human Resource Services website.

Office of Primary Responsibility: Human Resource Services

HUMAN RESOURCES

AP 7343 INDUSTRIAL ACCIDENTS AND ILLNESS LEAVE**References:**

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

Academic employees shall be entitled to not less than 60 days leave on account of an industrial accident or illness in any one fiscal year for the same accident.

Allowable leave shall not be accumulated from year to year.

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 Section 4453 ~~of the Labor Code~~ shall otherwise not be deemed applicable.

Industrial accident or illness leave shall be reduced by one day for each day of 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/ or her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. 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 more than his/ or her full salary.

Date Approved: SPC 11/18/08; Revised:

(Replaces former Palomar Policy 156.34 and all previous versions of AP 7343.)

During any paid leave of absence, the employee may endorse to the District the 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 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 retained by the employee for periods covered by the salary warrants.

~~Any employee receiving benefits as a result of this section, during periods of injury or illness, shall remain within the State of California unless the Governing Board authorizes travel outside the state.~~

Classified Employees

Classified employees shall be entitled to not less than 60 days leave on account of an industrial accident or illness, in any one fiscal year for the same accident.

Allowable leave shall not be accumulative from year to year.

Industrial accident or illness leave of absence will commence on the first day of absence.

Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

When an industrial accident or illness occurs at a time when the full 60 days will overlap 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 injury.

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 or illness leave has been exhausted, entitlement to other sick leave will then be used; 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 compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

During all paid leaves of absence, whether industrial accident leave as provided in this 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

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benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this procedure.

When all available leaves of absence, paid or unpaid, have been exhausted and if the 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 period of 39 months. When available, during the 39-month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

~~Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.~~

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 assignment, shall be dismissed.

Office of Primary Responsibility: Human Resource Services



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Equipment and Supplies					
0000015526	03/27/18	VIRCO MANUFACTURING COMPANY	INSTR SUPPL/MATERIALS	ESCONDIDO CENTER	1,381.18
0000015529	03/27/18	RAYMOND ALLYN BUSINESS SUPPLY	SHIPPING/HANDLING CHARGES	OFFICE OF VP STUDENT SVC	846.83
0000015529	03/27/18	RAYMOND ALLYN BUSINESS SUPPLY	NONINSTR SUPPLIES/MATERIALS	OFFICE OF VP STUDENT SVC	3,250.74
0000015530	03/27/18	DELL COMPUTER CORPORATION	EQ INSTR ADD 1K-4999; CPU	ADULT ED BLOCK GRANT DEP	89,947.88
0000015531	03/27/18	ULINE INC	ADVERTISE NOT REQ BY LAW	STRONG WORKFORCE	293.47
0000015535	03/27/18	ESRI INC	SOFTWARE LICENSING FEES	GEOGRAPHY	1,451.00
0000015536	03/27/18	VIRCO MANUFACTURING COMPANY	INSTR SUPPL/MATERIALS	ESCONDIDO CENTER	1,026.04
0000015552	03/29/18	KONICA MINOLTA BUSINESS SOLUTIONS USA	MAINT AGR, EQUIP	BUSINESS SERVICES DEPART	6,848.59
0000015558	04/03/18	OFFICE DEPOT BUSINESS SERV	NONINSTR SUPPLIES/MATERIALS	ENGLISH AS A SEC LANG, E	200.00
0000015567	04/03/18	PCM INC	EQ NONIN ADD 1K-4999; CPU	OFFICE,VP HUMAN RESRCSVC	374.74
0000015571	04/04/18	SKD TACTICAL LLC	INSTR SUPPL/MATERIALS	ADMINISTRATION OF JUSTIC	1,693.32
0000015572	04/05/18	BRILLIANT MARKETING IDEAS INC	SUPPLIES, INSTITUTIONAL	HUMAN RESOURCES DIVERSIT	1,334.74
0000015578	04/06/18	DELL COMPUTER CORPORATION	EQUIP TECH INSTR 5K OR MORE	AUTOMOTIVE TECHNOLOGY T&	59,937.26
0000015579	04/06/18	DELL COMPUTER CORPORATION	EQ NONIN ADD 1K-4999; CPU	OFFICE,VP HUMAN RESRCSVC	2,495.45
0000015582	04/06/18	WW GRAINGER INC	EQUIP NONINSTR, 5K OR MORE	ART	13,490.91
0000015583	04/06/18	CHIEF SUPPLY CORPORATION	INSTR SUPPL/MATERIALS	ADMINISTRATION OF JUSTIC	2,152.13
0000015587	04/09/18	HP INC	EQUIP TECH NONINSTR 5K OR MORE	VETERANS SERVICES	341.24
0000015588	04/09/18	OFFICE DEPOT BUSINESS SERV	SUPPLIES, INSTITUTIONAL	VETERANS SERVICES	5,000.00
0000015589	04/09/18	FHEG PALOMAR COLLEGE BOOKSTORE	STUDT BOOK/SUPLY PAYMENTS	EOPS	1,663.00
0000015598	04/10/18	LEE,PHILIP	BOOKS/MAGAZINES/PERIODICALS	OFFICE OF VP STUDENT SVC	2,255.90
0000015600	04/10/18	ENTERPRISE INDUSTRIAL SUPPLY INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	1,750.94
0000015602	04/10/18	KONICA MINOLTA BUSINESS SOLUTIONS USA	EQ NONIN ADD 1K-4999; CPU	BIOLOGY DEPARTMENT	2,699.56
0000015604	04/10/18	ALLIE'S PARTY RENTALS	NONINSTR SUPPLIES/MATERIALS	EOPS	355.85



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0000015616	04/10/18	MICASENSE INC	EQ INSTR ADD 1K-4999; CPU	MATH & NAT HLTH SCI DIVD	5,351.25
0000015618	04/10/18	DELL COMPUTER CORPORATION	EQ NONIN ADD 1K-4999; CPU	EOPS	4,701.68
0000015621	04/11/18	EARLY CHILDHOOD LLC	INSTR SUPPL/MATERIALS	EARLY CHLDHOOD ED LAB SC	2,014.37
0000015622	04/11/18	COMMUNITY PLAYTHINGS	EQUIP INSTR, REPL 1K - 4999	EARLY CHLDHOOD ED LAB SC	10,252.44
0000015623	04/11/18	DELL COMPUTER CORPORATION	EQ NONIN ADD 1K-4999; CPU	OFFICE,VP ADMINISTRATIV	5,203.96
0000015625	04/11/18	COMMUNITY PLAYTHINGS	INSTR SUPPL/MATERIALS	EARLY CHLDHOOD ED LAB SC	19,371.31
0000015631	04/12/18	OFFICE DEPOT BUSINESS SERV	INSTR SUPPL/MATERIALS	READING	305.00
0000015632	04/13/18	FLUID POWER TRAINING INSTITUTE	EQUIP INSTR, 5K OR MORE	DIESEL MECHANIC TECH T&I	108,504.25
0000015637	04/13/18	PROFORCE MARKETING INC	INSTR SUPPL/MATERIALS	ADMINISTRATION OF JUSTIC	6,845.04
0000015643	04/13/18	LAMAR COMPANIES	ADVERTISE NOT REQ BY LAW	STRONG WORKFORCE	38,400.00
0000015646	04/16/18	BIBLIOTHECA LLC	EQUIP NONINSTR, 5K OR MORE	LIBRARY	11,178.88
0000015647	04/16/18	LIGHTWERKS	EQUIP TECH NONINSTR < 5000	INSTL OBLIGATIONS INFO S	1,699.87
0000015648	04/16/18	GLASER & BAILEY AWARDS	NONINSTR SUPPLIES/MATERIALS	EMERGENCY MEDICAL ED	215.50
0000015649	04/16/18	SIMPLEXGRINNELL LP	REPAIR/MAINT BLDGS	INSTL OBLIGATIONS FACILI	1,419.00
0000015650	04/16/18	JONES & BARTLETT LEARNING LLC DBA FISDAP	INSTR SUPPL/MATERIALS	EMERGENCY MEDICAL ED	9,471.00
0000015654	04/16/18	DUMMIES UNLIMITED INC	INSTR SUPPL/MATERIALS	PUBLIC SAFETY PROGRAM	3,043.93
0000015656	04/17/18	STRETCH DEVICES INC	INSTR SUPPL/MATERIALS	GRAPHIC COMMUNICATION	1,709.56
0000015659	04/17/18	SCANNING PENS INC	SHIPPING/HANDLING CHARGES	OFFICE OF VP STUDENT SVC	38.00
0000015659	04/17/18	SCANNING PENS INC	NONINSTR SUPPLIES/MATERIALS	OFFICE OF VP STUDENT SVC	5,118.13
0000015662	04/17/18	SCHOOL HEALTH CORPORATION	REPAIR/MAINT NONINSTR EQUIP	AED'S	4,260.85
0000015664	04/18/18	CDW GOVERNMENT	BUILDING CONSTRUCTIONS	ENVIRONMENTAL HLTH&SAFTY	172.04
0000015665	04/18/18	NORTH AMERICAN RESCUE LLC	INSTR SUPPL/MATERIALS	EMERGENCY MEDICAL ED	2,475.85
0000015666	04/18/18	DELL COMPUTER CORPORATION	EQ NONIN ADD 1K-4999; CPU	INSTITUTIONAL	1,200.02
0000015666	04/18/18	DELL COMPUTER CORPORATION	HARDWARE/SOFTWARE	INSTITUTIONAL	16,740.00
0000015667	04/19/18	DELL COMPUTER CORPORATION	EQUIP INSTR, 5K OR MORE	LIBRARY	2,699.38



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0000015667	04/19/18	DELL COMPUTER CORPORATION	EQUIP INSTR, 5K OR MORE	LIBRARY	3,491.53
0000015667	04/19/18	DELL COMPUTER CORPORATION	EQUIP INSTR, 5K OR MORE	LIBRARY	12,270.94
0000015668	04/19/18	COMPUTER PROTECTION TECHNOLOGY	REPAIR/MAINT NONINSTR EQUIP	INSTL OBLIGATIONS INFO S	7,207.85
0000015671	04/19/18	MATCO TECH INC	EQUIP INSTR, 5K OR MORE	AUTOMOTIVE TECHNOLOGY T&	6,890.25
0000015674	04/19/18	OLYMPIC COLOR RODS INC	INSTR SUPPL/MATERIALS	ART	12,353.16
0000015677	04/20/18	J L WOODWARD CO INC	EQ INSTR ADD 1K-4999; CPU	AUTOMOTIVE TECHNOLOGY T&	1,024.36
0000015682	04/24/18	FOLLETT	BOOKSTORE SUPPLIES	EOPS	3,413.53
0000015686	04/24/18	BRILLIANT MARKETING IDEAS INC	NONINSTR SUPPLIES/MATERIALS	EOPS	2,010.63
<i>Subtotal for Equipment and Supplies</i>					511,844.33
Travel					
0000015544	03/28/18	PENGUIN RANDOM HOUSE LLC	TRAVEL, NON EMPLOYEE	OFFICE OF VP STUDENT SVC	1,563.04
<i>Subtotal for Travel</i>					1,563.04
Advertising/Increases					
0000015559	04/03/18	ESCONDIDO CHAMBER OF COMMERCE	ADVERTISEMENTS REQ BY LAW	PUBLIC AFFAIRS OFFICE	150.00
0000015580	04/06/18	FIESTA DE LOS PENASQUITOS	ADVERTISE NOT REQ BY LAW	PUBLIC AFFAIRS OFFICE	150.00
0000015581	04/06/18	NORTH SAN DIEGO BUSINESS CHAMBER	ADVERTISE NOT REQ BY LAW	PUBLIC AFFAIRS OFFICE	150.00
0000015595	04/09/18	MARCOA PUBLISHING INC	ADVERTISE NOT REQ BY LAW	OFFICE OF VP STUDENT SVC	8,225.00
<i>Subtotal for Advertising/Increases</i>					8,675.00
Agreements/Services					
0000015493	03/22/18	WMK OFFICE SAN DIEGO LLC	EQ NONIN ADD 1K-4999; CPU	DRC	4,284.86
0000015494	03/22/18	CORNERSTONE ONDEMAND INC	TRAVEL, CLASSIFIED EMPLOYEE	TTIP SOUTH	1,237.50
0000015494	03/22/18	CORNERSTONE ONDEMAND INC	TRAVEL, CLASSIFIED EMPLOYEE	TTIP SOUTH	1,237.50
0000015512	03/27/18	PISTOLSTAR INC	MAINT AGR, SOFTWARE	INSTL OBLIGATIONS INFO S	161.36
0000015512	03/27/18	PISTOLSTAR INC	MAINT AGR, SOFTWARE	GENERAL LEDGER CONTROL	9,838.64
0000015527	03/27/18	HYLAND SOFTWARE INC	MAINT AGR, SOFTWARE	MATRICULATION DEPARTMEN	3,916.66
0000015527	03/27/18	HYLAND SOFTWARE INC	SFTW NONINSTR 5K OR MORE-M/M&L	MATRICULATION DEPARTMEN	47,000.00



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0000015547	03/28/18	GRACENOTE MEDIA SERVICES LLC	ADVERTISE NOT REQ BY LAW	EDUCATIONAL TELEVISION	1,767.50
0000015548	03/28/18	MR TACO	SUPPLIES, FOOD SERVICES	OFFICE OF VP STUDENT SVC	2,759.43
0000015554	04/02/18	SOUTHWEST CARPENTER'S TRAINING FUND	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	387,689.59
0000015555	04/02/18	ARAMARK SERVICES	FOOD FOR MEETINGS	CALWORKS/TANF	1,189.94
0000015556	04/03/18	ARAMARK SERVICES	FOOD FOR MEETINGS	CALWORKS/TANF	1,039.35
0000015557	04/03/18	SERWANGA,ISAAC	STAFF DEVELOPMENT	OFFICE,VP HUMAN RESRCSVC	4,000.00
0000015560	04/03/18	WORKPLACE SERVICES INC	BUILDING CONSTRUCTIONS	FACILITIES DEPARTMENT	775.87
0000015561	04/03/18	SMS TECH SOLUTIONS	SOFTWARE LICENSING FEES	READING	2,100.00
0000015565	04/03/18	TECHXTEND	SOFTWARE LICENSING FEES	BUSINESS SERVICES DEPART	30.00
0000015565	04/03/18	TECHXTEND	SOFTWARE LICENSING FEES	GENERAL LEDGER CONTROL	90.00
0000015566	04/03/18	SMARTSHEET INC	SUBSCRIPTIONS/PERIODICALS	TTIP SOUTH	726.53
0000015568	04/03/18	ACTT	TESTS, INSTRUCTIONAL	ENGLISH AS A SEC LANG, E	325.00
0000015569	04/03/18	RAMONA UNIFIED SCHOOL DISTRICT	RENT/LEASE LAND/BLDGS	OFF-SITE FACILITY RENTAL	6,374.84
0000015574	04/05/18	DEAF COMMUNITY SERVICES	INDEPENDENT CONTRACTOR	HUMAN RESOURCES DIVERSIT	7,500.00
0000015584	04/09/18	SIGMA ALDRICH INC	INSTR SUPPL/MATERIALS	CHEMISTRY	543.77
0000015585	04/09/18	VAVRINEK TRINE DAY & COMPANY	AUDIT	INSTL OBLIGATIONS FISCAL	78,700.00
0000015586	04/09/18	ANASAZI INSTRUMENTS INC	MAINT AGR, EQUIP	CHEMISTRY	2,000.00
0000015590	04/09/18	CALIFORNIA CENTER FOR THE ARTS	STAFF DEVELOPMENT	OFFICE,VP HUMAN RESRCSVC	4,358.11
0000015591	04/09/18	SHAW HR CONSULTING INC	OTHER PERSONAL/CONSULT SVCS	HUMAN RESOURCES DIVERSIT	5,000.00
0000015592	04/09/18	FOUNDATION FOR CALIFORNIA COMMUNITY	SOFTWARE LICENSING FEES	GEOGRAPHY	2,500.00
0000015594	04/09/18	KURZWEIL EDUCATION SYSTEM	SOFTWARE LICENSING FEES	DRC	3,000.00
0000015599	04/10/18	HIGHLINE CHARTER INC	TRAVEL WITH STUDENT	GEAR UP	2,375.00
0000015601	04/10/18	REGENTS OF THE UNIVERSITY OF CALIFORNIA	EQUIP INSTR, REPL 1K - 4999	EMERGENCY MEDICAL ED	2,894.00
0000015610	04/10/18	STRATA INFORMATION GROUP INC	INDEPENDENT CONTRACTOR	INSTITNL RESRCH&PLANG DE	23,800.00



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0000015617	04/10/18	COLLABORATIVE BRAINTRUST CONSULTING FIRM	INDEPENDENT CONTRACTOR	SUPINTDT/PRESIDENT'S OFF	67,033.00
0000015620	04/11/18	CREASEY PRINTING SERVICES INC	PRINTING	OFFICE OF THE VP INSTRUCT	6,498.40
0000015626	04/11/18	HYLAND SOFTWARE INC	MAINT AGR, SOFTWARE	GENERAL LEDGER CONTROL	57,668.28
0000015634	04/13/18	OCEAN INSTITUTE	TRAVEL WITH STUDENT	OCEANOGRAPHY	5,100.00
0000015635	04/13/18	DUBLABS HOLDING CORP DBA DUBLABS LLC	SOFTWARE LICENSING FEES	INSTL OBLIGATIONS INFO S	8,333.33
0000015635	04/13/18	DUBLABS HOLDING CORP DBA DUBLABS LLC	SOFTWARE LICENSING FEES	GENERAL LEDGER CONTROL	41,666.67
0000015636	04/13/18	ROTARY CLUB OF NORTH COUNTY SAN DIEGO	TRAVEL WITH STUDENT	GEAR UP	2,400.00
0000015640	04/13/18	WEST COAST ARBORISTS INC	MAINTENANCE, GROUNDS	OFFICE, VP ADMINISTRATIV	27,580.00
0000015641	04/13/18	NINYO & MOORE	BLUEPRINT/INSPECTION SVCS	FACILITIES DEPARTMENT	968.00
0000015644	04/13/18	MELTWATER NEWS US INC	INDEPENDENT CONTRACTOR	PUBLIC AFFAIRS OFFICE	875.00
0000015644	04/13/18	MELTWATER NEWS US INC	INDEPENDENT CONTRACTOR	GENERAL LEDGER CONTROL	2,625.00
0000015645	04/13/18	GRAVIC INC	SOFTWARE UNDER \$5,000.00	INSTITNL RESRCH&PLANG DE	995.00
0000015651	04/16/18	THE UNIVERSITY OF TEXAS AT AUSTIN	MEMBERSHIP, DISTRICT	INSTITNL RESRCH&PLANG DE	16,690.00
0000015653	04/16/18	ASCAP	ROYALTY EXPENSE	AMBCS DIVISION DEAN	4,733.21
0000015655	04/16/18	PENSKE TRUCK LEASING	RENT TRANSPORTATION	THEATRE ARTS	200.00
0000015658	04/17/18	J.R. CLANCY INC	REPAIR/MAINT BLDGS	THEATRE ARTS	2,044.67
0000015660	04/17/18	SAN DIEGO DIGITAL IMAGERY	OTHER PERSONAL/CONSULT SVCS	STRONG WORKFORCE	14,800.00
0000015660	04/17/18	SAN DIEGO DIGITAL IMAGERY	OTHER PERSONAL/CONSULT SVCS	GENERAL LEDGER CONTROL	22,200.00
0000015669	04/19/18	SAN MARCOS UNIFIED SCHOOL DISTRICT	RENT/LEASE LAND/BLDGS	NURSING EDUCATION	240.00
0000015673	04/19/18	SESAC INC	ROYALTY EXPENSE	AMBCS DIVISION DEAN	1,727.87
0000015675	04/19/18	ANGELUS PACIFIC CO	NONINSTR SUPPLIES/MATERIALS	CAMPUS POLICE	2,981.69
0000015676	04/20/18	MR TACO	FOOD FOR MEETINGS	EOPS	1,050.56
0000015676	04/20/18	MR TACO	FOOD FOR MEETINGS	EOPS	1,050.58



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0000015679	04/23/18	BEATBABEL LLC	NONINSTR SUPPLIES/MATERIALS	OFFICE OF VP STUDENT SVC	1,398.31
0000015680	04/23/18	CALIFORNIA SCIENCE CENTER FOUNDATION	TRAVEL WITH STUDENT	GEAR UP	1,808.85
0000015687	04/24/18	THOMAS A MALONEY	OTHER PERSONAL/CONSULT SVCS	EMERGENCY OPS (EMRGNCY R	9,415.00
0000015690	04/25/18	HEARTLAND VIDEO SYSTEMS INC	MAINT AGR, EQUIP	EDUCATIONAL TELEVISION	3,000.00
<i>Subtotal for Agreements/Services</i>					914,298.87
Repairs					
0000015624	04/11/18	DECISIONONE	REPAIR/MAINT NONINSTR EQUIP	BUSINESS SERVICES DEPART	4,535.28
0000015663	04/18/18	ENTERPRISE INDUSTRIAL SUPPLY INC	REPAIR/MAINT NONINSTR EQUIP	FACILITIES DEPARTMENT	1,757.15
<i>Subtotal for Repairs</i>					6,292.43
Annual Maintenance/Service Agreements					
0000015549	03/29/18	KONICA MINOLTA BUSINESS SOLUTIONS USA	MAINT AGR, EQUIP	BUSINESS SERVICES DEPART	86.40
0000015603	04/10/18	KONICA MINOLTA BUSINESS SOLUTIONS USA	MAINT AGR, EQUIP	BUSINESS SERVICES DEPART	49.00
<i>Subtotal for Annual Maintenance/Service Agreements</i>					135.40
Prop M - Bond Money					
0000015258	01/29/18	GEM INDUSTRIAL ELECTRIC INC	BUILDING CONSTRUCTIONS	PROP M BOND	1,898,000.00
0000015534	03/27/18	FRONTIER FENCE COMPANY INC	BUILDING CONSTRUCTIONS	PROP M BOND	2,699.00
0000015546	03/28/18	EDUCATIONAL MAPS & GLOBES, LLC	EQ INSTR ADD 1K-4999; CPU	PROP M BOND	637.67
0000015550	03/29/18	NASCO MODESTO	EQ INSTR ADD 1K-4999; CPU	PROP M BOND	12,508.55
0000015551	03/29/18	MSC JANITORIAL SERVICES INC	BUILDING CONSTRUCTIONS	PROP M BOND	11,935.00
0000015553	03/29/18	NASCO MODESTO	EQ INSTR ADD 1K-4999; CPU	PROP M BOND	12,508.55
0000015562	04/03/18	COMPUTER PROTECTION TECHNOLOGY	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	33,120.20
0000015563	04/03/18	DEMCO SUPPLY INC	EQ NONIN ADD 1K-4999; CPU	PROP M BOND	14,915.46
0000015564	04/03/18	DEMCO SUPPLY INC	EQ NONIN ADD 1K-4999; CPU	PROP M BOND	19,466.45
0000015573	04/05/18	EDUCATIONAL MAPS & GLOBES, LLC	EQ INSTR ADD 1K-4999; CPU	PROP M BOND	1,218.33
0000015575	04/05/18	SETON B MONTGOMERIE	EQUIP NONINSTR, 5K OR MORE	PROP M BOND	18,317.50



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0000015593	04/09/18	WW GRAINGER INC	EQ NONIN ADD 1K-4999; CPU	PROP M BOND	4,051.83
0000015596	04/10/18	WW GRAINGER INC	EQ INSTR ADD 1K-4999; CPU	PROP M BOND	7,815.13
0000015597	04/10/18	WW GRAINGER INC	EQ NONIN ADD 1K-4999; CPU	PROP M BOND	1,791.88
0000015605	04/10/18	DELL COMPUTER CORPORATION	EQUIP TECH INSTR 5K OR MORE	PROP M BOND	163,722.04
0000015606	04/10/18	DELL COMPUTER CORPORATION	EQUIP TECH INSTR 5K OR MORE	PROP M BOND	228,499.25
0000015607	04/10/18	DELL COMPUTER CORPORATION	EQUIP TECH INSTR 5K OR MORE	PROP M BOND	34,743.46
0000015608	04/10/18	DELL COMPUTER CORPORATION	EQUIP TECH INSTR 5K OR MORE	PROP M BOND	65,966.45
0000015609	04/10/18	DELL COMPUTER CORPORATION	EQUIP TECH INSTR 5K OR MORE	PROP M BOND	560,638.18
0000015611	04/10/18	FASTENAL CO	EQ NONIN ADD 1K-4999; CPU	PROP M BOND	19,962.67
0000015612	04/10/18	DELL COMPUTER CORPORATION	EQUIP TECH INSTR 5K OR MORE	PROP M BOND	672,641.14
0000015613	04/10/18	PCN3 INC	BUILDING CONSTRUCTIONS	PROP M BOND	175,750.00
0000015614	04/10/18	COMMUNITY BANK	BUILDING CONSTRUCTIONS	PROP M BOND	9,250.00
0000015615	04/10/18	CONSERVE LANDCARE INC	BUILDING CONSTRUCTIONS	PROP M BOND	1,441,600.00
0000015619	04/10/18	OFFICE DEPOT BUSINESS SERV	EQ NONIN ADD 1K-4999; CPU	PROP M BOND	7,000.00
0000015627	04/12/18	ANNE BENGE DBA CULTURA	EQ NONIN ADD 1K-4999; CPU	PROP M BOND	18,594.42
0000015628	04/12/18	ANNE BENGE DBA CULTURA	EQ NONIN ADD 1K-4999; CPU	PROP M BOND	376.26
0000015629	04/12/18	ANNE BENGE DBA CULTURA	BUILDING CONSTRUCTIONS	PROP M BOND	9,000.00
0000015630	04/12/18	ANNE BENGE DBA CULTURA	EQ NONIN ADD 1K-4999; CPU	PROP M BOND	4,507.26
0000015633	04/13/18	COMPUTER PROTECTION TECHNOLOGY	EQUIP TECH NONINSTR 5K OR MORE	PROP M BOND	17,529.02
0000015638	04/13/18	VWR SCIENTIFIC PRODUCTS	EQ INSTR ADD 1K-4999; CPU	PROP M BOND	61,866.47
0000015639	04/13/18	VWR SCIENTIFIC PRODUCTS	EQ INSTR ADD 1K-4999; CPU	PROP M BOND	56,053.19
0000015670	04/19/18	TROXELL COMMUNICATIONS INC	REPAIR/MAINT BLDGS	PROP M BOND	16,107.44
0000015672	04/19/18	FASTENAL CO	EQ NONIN ADD 1K-4999; CPU	PROP M BOND	2,994.49
0000015678	04/20/18	TSC COATINGS LLC	BUILDING CONSTRUCTIONS	PROP M BOND	1,705.76
0000015681	04/23/18	NINYO & MOORE	BLUEPRINT/INSPECTION SVCS	PROP M BOND	5,550.00



Purchase Orders - Board Report

Page No. 8
Run Time 8:23:05 AM
Run Date April/26/2018

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
<i>Subtotal for Prop M - Bond Money</i>					5,613,043.05

<i>Total PO Count:</i>	146
<i>Total PO Amount:</i>	\$7,055,852.12



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

Page No. 1
Run Time 10:04:45 AM
Run Date Apr/26/2018

<u>PO #</u>	<u>Date</u>	<u>Vendor Name</u>	<u>Category</u>	<u>Department</u>	<u>Amount</u>
0000015258	01/29/18	GEM INDUSTRIAL ELECTRIC INC	BUILDING CONSTRUCTIONS	PROP M BOND	1,898,000.00
0000015530	03/27/18	DELL COMPUTER CORPORATION	EQ INSTR ADD 1K-4999; CPU	ADULT ED BLOCK GRANT DEP	89,947.88
0000015554	04/02/18	SOUTHWEST CARPENTER'S TRAINING FUND	OTHER PERSONAL/CONSULT SVCS	APPRENTICESHIP TRAINING	387,689.59
0000015578	04/06/18	DELL COMPUTER CORPORATION	EQUIP TECH INSTR 5K OR MORE	AUTOMOTIVE TECHNOLOGY T&	59,937.26
0000015585	04/09/18	VAVRINEK TRINE DAY & COMPANY	AUDIT	INSTL OBLIGATIONS FISCAL	78,700.00
0000015605	04/10/18	DELL COMPUTER CORPORATION	EQUIP TECH INSTR 5K OR MORE	PROP M BOND	163,722.04
0000015606	04/10/18	DELL COMPUTER CORPORATION	EQUIP TECH INSTR 5K OR MORE	PROP M BOND	228,499.25
0000015608	04/10/18	DELL COMPUTER CORPORATION	EQUIP TECH INSTR 5K OR MORE	PROP M BOND	65,966.45
0000015609	04/10/18	DELL COMPUTER CORPORATION	EQUIP TECH INSTR 5K OR MORE	PROP M BOND	560,638.18
0000015612	04/10/18	DELL COMPUTER CORPORATION	EQUIP TECH INSTR 5K OR MORE	PROP M BOND	672,641.14
0000015613	04/10/18	PCN3 INC	BUILDING CONSTRUCTIONS	PROP M BOND	175,750.00
0000015615	04/10/18	CONSERVE LANDCARE INC	BUILDING CONSTRUCTIONS	PROP M BOND	1,441,600.00
0000015617	04/10/18	COLLABORATIVE BRAINTRUST CONSULTING FIRM	INDEPENDENT CONTRACTOR	SUPINTDT/PRESIDENT'S OFF	67,033.00
0000015626	04/11/18	HYLAND SOFTWARE INC	MAINT AGR, SOFTWARE	GENERAL LEDGER CONTROL	57,668.28
0000015632	04/13/18	FLUID POWER TRAINING INSTITUTE	EQUIP INSTR, 5K OR MORE	DIESEL MECHANIC TECH T&I	108,504.25
0000015638	04/13/18	VWR SCIENTIFIC PRODUCTS	EQ INSTR ADD 1K-4999; CPU	PROP M BOND	61,866.47
0000015639	04/13/18	VWR SCIENTIFIC PRODUCTS	EQ INSTR ADD 1K-4999; CPU	PROP M BOND	56,053.19

Subject: AUTHORIZE CONTRACT WITH ZOOM VIDEO COMMUNICATIONS, INC. FOR BID #B18-07: E-CONFERENCING HOSTING SERVICES

OVERVIEW

Palomar Community College District published in The Daily Journal a Notice to Bidders on March 12, 2018 and March 19, 2018 seeking bidders for E-Conferencing Hosting Services:

Method of Bid evaluation and contract award was to be determined in the following manner;

Since this bid is for telecommunications and/or computer equipment and services the following California Law applies to the method of contract award:

STATE OF CALIFORNIA EDUCATION CODE SECTION #81645: *The governing board of any community college district may contract with a party who has submitted one of the three lowest responsible competitive proposals or competitive bids for the acquisition, procurement or maintenance of electronic-data processing systems and equipment, electronic telecommunication equipment, supporting software, and related materials, goods, and services, in accordance with procedures and criteria established by the governing board.*

The District will proceed to evaluate all submitted bids/proposals as follows:

- **Step I:** The Business Services/Purchasing office will review each Bidder's Bid Proposal Package to ensure that all required forms and the Bidder's separate Bid Proposal Document have been submitted and are complete as required. Bidders whose Bid Sheets **indicate** that they meet these specifications and whose Bid Proposal Document **appears** complete shall be deemed "responsive" in this initial phase. Bid Proposals from bidders who are not deemed "responsive" shall be eliminated from further consideration by the District.
- **Step II:** The bid proposal packages of those THREE (3) lowest responsive bidders will then be submitted for review by the District's Bid Evaluation Team, comprised of representatives of the District's Telecommunications Department.

At this point, the overriding criteria for selecting the final one bidder for award of the contract shall be what the Team determines, in its sole best judgment, to be in the overall best interests of the District. The District does not require as part of this process that the evaluation Team pre-establish or establish any

kind of formal point system or hierarchical evaluation method for the selection of the final vendor out of the three lowest bidders, since this judgment process is inevitably subjective in nature. NOTE: Should the Team determine at any time that a Bidder's proposed system does not meet the specifications required in these bid documents, the Team shall notify the Purchasing Office of their determination of non-responsiveness, and shall obtain from the Purchasing Office the bid proposal package of the previously determined 4th lowest responsive responsible bidder for their review.

The Team will evaluate the Bid Proposal packages for the following:

- Further detailed review of Bidder's proposed system to determine if the system does, in fact, meet or exceed the specifications required in these bid documents.
- References / Client List. The Team will likely contact one or more clients for phone interviews and/or client site visitations for on-site demonstrations of the Bidder's prior installation of similar systems.

DISCUSSION

The bid closed on April 18, 2018 and six vendors responded. Of those, two vendors were disqualified. The responses are listed in the table below:

VENDOR	BID AMOUNT
Zoom Video Communications, Inc.	\$350,000.00
ConvergeOne	\$483,000.00
NWN Corporation	\$498,000.00
Trace3	\$506,000.00

FINANCIAL IMPLICATIONS

Project funding will be CCC TechConnect

RECOMMENDATION

It is recommended that the Governing Board authorize the District to award a contract to Zoom Video Communications, Inc.



RAINBOW MUNICIPAL WATER DISTRICT
3707 OLD HIGHWAY 395, FALLBROOK, CALIFORNIA 92028
TEL (760) 728-1178 • FAX (760) 728-2575

**SEWER SERVICE AGREEMENT
BY AND BETWEEN RAINBOW MUNICIPAL WATER DISTRICT
AND PALOMAR COMMUNITY COLLEGE DISTRICT**

**NORTH EDUCATION CENTER SEWER EXTENSION
RMWD PROJECT NO. 200-200026
CONTRACT NO. 18-05**

This sewer service agreement ("Agreement") is made on this 9th day of May, 2018, by and between Rainbow Municipal Water District ("District"), a municipal water district organized under the Municipal Water District Law of 1911, and Palomar Community College District ("Palomar"). Each of District and Palomar are interchangeably referred to as "Party" to the Agreement herein, and are collectively referred to as "Parties".

RECITALS

A. District is a municipal water district organized pursuant to California Water Code Section 71000 *et seq.* District provides water and sewer service to properties within its service area.

B. Palomar is the owner of the real property located in the County of San Diego, and within the District service area, as more particularly described and depicted as County of San Diego TM 5338-1, Assessor Parcel Number 108-120-55 (the "Palomar College Site").

C. Palomar acquired 100 Phase I Equivalent Dwelling Units ("EDUs") from 15-76 Partnership, and Pala Village Investments, Inc. pursuant to an "Assignment of Sewer EDUs" dated June 15, 2007 (the "Palomar EDUs"). The Parties are informed that Passerelle, LLC ("Passerelle") is a successor in interest to both 15-76 Partnership and Pala Village Investment, Inc.

D. District and Passerelle entered into an Amended and Restated Sewer Service Agreement dated December 6, 2012, (the "Passerelle Agreement"). The Passerelle Agreement concerns the construction and installation of sewer facilities serving the Palomar College Site. The Passerelle Agreement states the District agrees to recognize the assignment of 100 EDUs to Palomar.

E. District, Passerelle, and D.R. Horton entered into an Amended and Restated Memorandum of Agreement and a First Amendment to Amended and Restated Sewer Service Agreement both dated October 26, 2015, (the "Passerelle and D.R. Horton Agreement"). Said Agreements identify D.R. Horton as successor-in-interest in a certain portion of the Passerelle property, as well as certain of Passerelle rights and obligations, and also sets forth agreements as to construction, installation, and financing of sewer facilities serving the Palomar College site and surrounding benefiting properties.

AGREEMENT

NOW, THEREFORE, for valuable and sufficient consideration, the Parties hereby enter into the following Agreement:

ARTICLE 1 IMPROVEMENTS

1.1 Sewer Line Construction by Palomar. Palomar shall construct a sewer main ("Sewer Line") extending east from the existing Pala Mesa Sewer main to connect to the sewer main constructed by D.R. Horton within Horse Ranch Creek Road. Palomar has completed, and District has approved, plans for said Sewer Line. The plans are entitled "Palomar North Education Center Water and Sewer Improvement Plans", consisting of three (3) sheets, prepared by Masson & Associates, 200 E. Washington Ave., Escondido, CA 92025 (the "Plans"). The Plans were approved by the District on November 11, 2017. All construction required by this Agreement shall be completed pursuant to the Water and Sewer System Construction Agreement ("Construction Agreement") dated December 27, 2017, by and between the District, Palomar and Palomar's contractor, Elite Earthworks & Grading, dba GK Backlund.

1.2 Costs of Improvements. Palomar shall be responsible for all costs of design and construction of the Sewer Line to District standards and specifications. The costs of the Sewer Line shall include, but are not limited to, the costs for the design, construction, engineering, legal review, permitting, financing, materials, insurance costs, and reimbursement to the District of its costs for review and design, inspection, and acceptance of the Sewer Line.

1.3 Construction Timeline. Construction of the Improvements, including, but not limited to the Sewer Line, shall commence according to the following schedule.

(a) Construction began on December 5, 2017 and was substantially complete on January 4, 2018, pending connection to Pala Mesa Sewer.

(b) Final completion includes connection to the Pala Mesa Sewer which is dependent on completion, testing and approval of the D.R. Horton Sewer Lift Station. The Completion Date for the Lift Station will be determined by written notice which will be provided to Palomar by the District. The final testing and approval of the Station is estimated to be late June, early July 2018.

(c) Palomar agrees to complete construction no later than three (3) weeks after completion of the Sewer Lift Station improvements stated in the Passerelle and D.R. Horton Agreement, (the "D.R. Horton Completion Date"). In no instance shall Palomar be allowed to discharge sewage into the new Sewer Line until the Lift Station is completed, tested, approved and accepted in writing by District.

(d) The Parties agree that should Palomar fail to complete construction within three (3) weeks of the Sewer Lift Station Completion Date, or fail to complete construction during the timeframe stated in the Construction Agreement, the District shall have the right to commence and/or prosecute to completion construction of the sewer line on Palomar's property, meeting District's reasonable requirements (consistent with any agreement reached pursuant to paragraph

1.1, if any) with all costs to be borne by Palomar, and to be paid by Palomar within thirty (30) days of receipt of the District's invoice for all such costs.

(e) The Parties agree that time is of the essence with respect to construction of the Sewer Line and Improvements and that the construction timeline set forth herein is a material term of this Agreement. As stated in the Construction Agreement completion of construction shall be six (6) months from the time material is first delivered to the jobsite.

1.4 Property Interests Necessary for Improvements. Palomar at its sole expense shall acquire all necessary easements, permits, regulatory approvals, and property reasonably required to complete the Improvements. All property interests and rights required to be acquired shall be at the sole expense of Palomar, unless otherwise agreed to in writing by the Parties. District shall cooperate with Palomar as necessary for Palomar to obtain such easements, permits, regulatory approvals, or property.

1.5 Easement. Palomar shall grant District a forty-five (45) foot wide easement on the Palomar College Site extending equal directions from the center of the Sewer Line and appurtenant improvements using the District's Easement Deed form. Palomar shall also grant an easement for access to the sewer manhole connecting the Pala Mesa sewer main to the Palomar sewer main, located near the westerly property line at Interstate 15. The District shall have authority to record the Easement Deeds, and the District's authority shall not be subject to conditions. The District shall not be required to perform any obligation set forth herein, or to provide any sewer or other service to the Palomar College Site, unless and until the Easement Deeds are recorded.

1.6 Dedication to District. Palomar shall dedicate the Sewer Line and manholes and property interests necessary for the operation of the Sewer Line to the District immediately upon its completion and acceptance by District.

1.7 Written Updates. Every three (3) months during the Term of this Agreement as defined in Section 6.2 herein, Palomar shall provide District with a written update regarding the status of the Sewer Line construction and development of the Palomar College Site, including the status of the issuance of any permits, easements, property interests and rights, and any other approvals necessary for the Sewer Line construction or development of the Palomar College Site and estimated dates of completion.

1.8 Compliance with Laws: Prevailing Wage. The parties agree to comply with all applicable laws in the construction of Improvements, including but not limited to Prevailing Wage Law (Labor Code, §§ 1720-1780) to the extent applicable.

1.9 Connection Charge Credit. In consideration for Palomar constructing the Improvements and in recognition of the benefits to be derived by District, District shall provide Palomar a credit for the full amount of any Rehabilitation Charges and Connection Fees for 100 EDUs (collectively, "Connection Charge") to be assessed by the District against Palomar to connect the Palomar College Site to the District's sewer system subject to the terms provided herein.

1.10 Fee Credit. Upon satisfactory completion of all Improvements required under this Agreement, Palomar's total Fee Credit will equal the Connection Charges for 100 Palomar

EDUs. If Palomar does not satisfactorily complete any Improvements, Palomar shall not be entitled to any Fee Credit.

ARTICLE 2 PALOMAR EDUS

2.1 Agreement Limited to Existing EDUs. This Agreement is limited to the 100 Phase I Palomar EDUs previously assigned by Passerelle with District consent in the Passerelle Agreement.

2.2 District Recognition of Palomar EDUs. Notwithstanding the fact that the assignment of the Palomar EDUs by Passerelle did not conform to the requirements described in the Passerelle Agreement, District agrees to recognize the assignment to Palomar.

2.3 Connection to District Sewer. At least thirty (30) calendar days prior to connection of each on-site sewer generating facility (building and use), Palomar shall provide written notice to District of the proposed connection date, the number of lavatories/toilets/showers and the estimated number of students/faculty to be connected. Palomar shall not be obligated to pay to District any other fee or charge for connection of the Palomar EDUs other than inspection charges during construction so long as all Improvements and the D. R. Horton (Horse Creek) Lift Station, as necessary to serve the campus EDUs, have been completed, dedicated and accepted by District.

2.4 Reservation of Capacity. District shall not provide capacity to any third party's property in District's sewer system such that District would be precluded from providing capacity to the Palomar College Site for the 100 Palomar EDUs.

2.5 Non-Transferrable. Parties agree that the rights and obligations under this Agreement, including rights to Palomar EDUs, are non-transferrable and shall not be assigned or transferred. An assignment under this section is not valid, and need not be recognized by District.

ARTICLE 3 SEWER GENERATION/CAPACITY INCREASE

3.1 Use of Water Meter Data to Determine EDUs. Based on the District's current 2018 charges and fees, monthly unit sewer charges are based on the domestic water meter usage/reads. In Palomar's case, the Commercial w/Irrigation customer class is used for monthly sewer rates and are charged based on the water meter usage. These charges are based on a percentage of domestic water use return-to-flow. That percentage ratio basis and the District's 2016 Master Plan sewage generation rate of 180 gpd/EDU are used to determine the EDU threshold before additional purchased capacity is required (above the 100 Palomar EDUs).

3.2 Determination of Additional Capacity Fees Using Water Meter Reads. The District will review the water meter data/reads periodically to determine if the sewer capacity is approaching the allocated Palomar EDUs. The total annual units of water used will be converted to sewer EDUs to determine the number of EDUs connected to the sewer system. District shall notify Palomar of the count and capacity fees will be required once the total EDUs exceed 100.

Additional EDUs will be paid for at the then current approved District capacity fees and charges, and in accordance with the then current approved District rules and regulations.

3.3 Use of Sewer Flow Manholes and Meters. Sewer flow metering manholes were constructed as part of the Improvements. The District-owned manholes may be used by the District in its sole discretion to collect samples, monitor waste streams for strength of sewage, biochemical oxygen demand (BOD), etc., and for flow measuring. Depending on circumstances, in the future, charges and fees for such items as strength of sewage, BOD, waste stream characteristics, etc. may be assessed in the District's sole discretion. In addition, monthly use charges based on unit costs and actual flow meter data instead of water meter data may be applied, with notice, in the District's sole discretion.

ARTICLE 4 ADDITIONAL COSTS

4.1 Additional Costs. Palomar shall be responsible for reimbursing the District approximately \$105,000 for the estimated costs of design and construction of D.R. Horton's 12" PVC sewer crossing and manhole across Horse Ranch Creek Road into the Palomar North Education Center site, per revised plan sheet 4A (Hunsaker SH 4A), approved April 7, 2014 attached hereto as Attachment 1 (original plans entitled Rainbow Municipal Water District, Horse Creek Ridge, Recycled Water and Sewer Improvement Plans, approved March 6, 2014, prepared by Hunsaker & Associates), and cost estimates as reviewed and approved by the Parties by emails between March 24 - 30, 2017 attached hereto as Attachment 2. The amount to be paid by Palomar to the District shall be the actual cost to design and construct the Sewer Crossing/Manhole. Additional costs shall be paid to the District before the commencement of the Sewer Line described in Article 1.1.

ARTICLE 5 DEFENSE AND INDEMNIFICATION

5.1 Indemnification. To the fullest extent permitted by law, Palomar, its successors, agents and assigns, shall indemnify, hold harmless and defend District, its directors, officers, employees and agents (collectively referred to herein as "Indemnified Parties"), and each of them, from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys' fees, court costs, losses or liabilities, of every kind or nature, including but not limited to personal injury, wrongful death, and property damage arising out of, related to or in connection with this Agreement, and regardless of any negligence of the Indemnified Parties except for the gross negligence or willful misconduct of the Indemnified Parties.

5.2 Defense. Palomar shall defend, at its own cost, expense and risk, any all suits, actions or proceedings of every kind that may be brought against the Indemnified Parties within the scope of Palomar's obligation under this Agreement. District shall approve the selection of legal counsel to defend the Indemnified Parties. Palomar shall not agree to any settlement which would require the Indemnified Parties to pay money or perform some affirmative act without District's prior written consent. District may, in its sole discretion, defend any and all such

aforesaid suits, actions or other proceedings and Palomar shall be responsible to reimburse District for all costs of defense incurred including attorneys' fees and reasonable costs.

5.3 No Limitation. Palomar's indemnification, defense and hold harmless obligation shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Palomar under workers compensation acts, disability benefit acts, other employee acts or the insurance required by this Agreement. Palomar's indemnification, defense and hold harmless obligation shall also not be restricted to insurance proceeds, if any, received by the Indemnified Parties, or any of them.

5.4 Notification. Each party shall use reasonable efforts to notify the other party in writing of any such claim or loss within five (5) days of receipt of any such claim. Failure to give notice within said time period shall not, however, relieve Palomar of its defense, hold harmless and indemnification obligations under this section.

5.5 Survival. The indemnity, hold harmless and defense obligations under this Section will survive the termination of this Agreement.

ARTICLE 6 GENERAL PROVISIONS

6.1 Notice. Notice to either party shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein, or at such other address as such party may from time to time designate in writing. Notice shall be deemed delivered on the date of personal delivery or three (3) business days after deposit in the U.S. Mail.

Rainbow Municipal Water District

Attn: _____

Address: _____

Palomar Community College District

Attn: Contract Services

Address: 1140 West Mission Road

San Marcos, CA 92069

6.2 Term. This Agreement shall expire, without any further act of the parties upon the earlier of: (1) the date by which all Palomar's EDUs are connected to the Palomar College Site or (2) two (2) years from the Effective Date. Upon expiration of this Agreement, all unconnected Palomar EDUs shall revert back to District and District shall have no further obligations to Palomar under this Agreement.

6.3 Non-Waiver. The failure of District or Palomar to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by the Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

6.4 Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will

nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

6.5 Attorney's Fees/Dispute Resolution. Before any Party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such Party must first seek in good faith to resolve the issue through mediation or other form of non-binding alternative dispute resolution mutually acceptable to the Parties. Either Party may initiate informal dispute resolution by written demand on the other. No lawsuit or other remedy may be pursued until at least one informal meeting session has occurred or until the passage of thirty (30) calendar days from the date of mailing of the demand for dispute resolution, whichever occurs first. In the event that any action is brought by either Party to construe this Agreement or enforce any of its terms, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

6.6 Entire Agreement/Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the Agreement.

6.7 Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding arising out of or related to this Agreement shall be brought exclusively in the North County Judicial District, County of San Diego, State of California.

6.8 Binding Agreement. This Agreement shall be binding on Palomar and on Palomar's assigns and successors in interest.

6.9 Recitals. The recitals of this Agreement are material terms hereof.

6.10 Counterparts. This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

6.11 Attachments. All Attachments referred to herein are incorporated by reference.

6.12 Authority. Each party represents that the individual executing this Agreement on its behalf has the right, power, authority and legal capacity to enter into and execute this Agreement on behalf of such party.

IN WITNESS WHEREOF, the Parties, for themselves, do hereby agree to the full performance of the covenants herein and have caused this Agreement to be executed on the date first set forth above.

RAINBOW MUNICIPAL WATER DISTRICT

PALOMAR COMMUNITY COLLEGE
DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: Ron E. Ballesteros-Perez, Assistant
Title: Superintendent, V.P. Finance & Adm. Svcs.

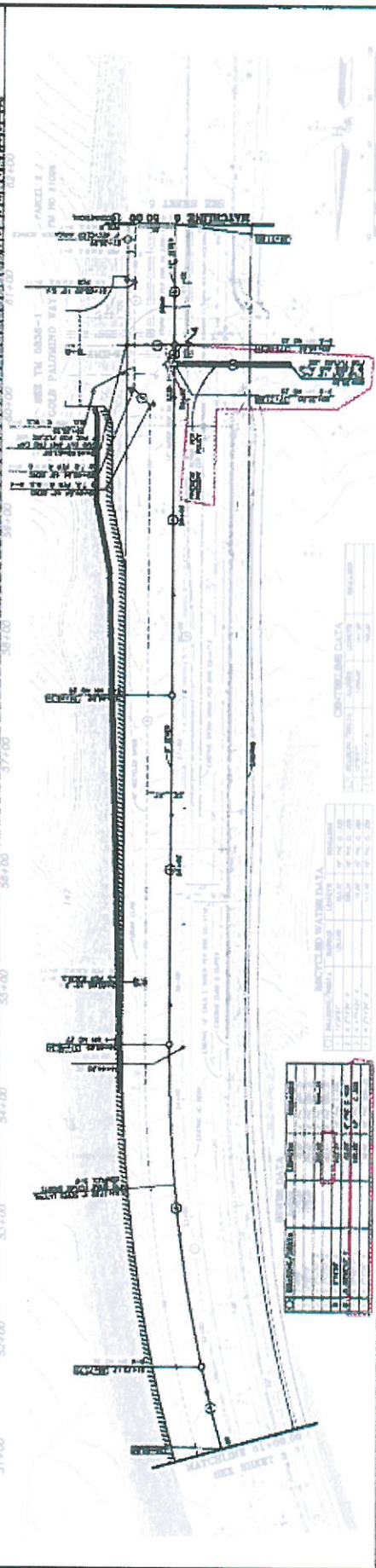
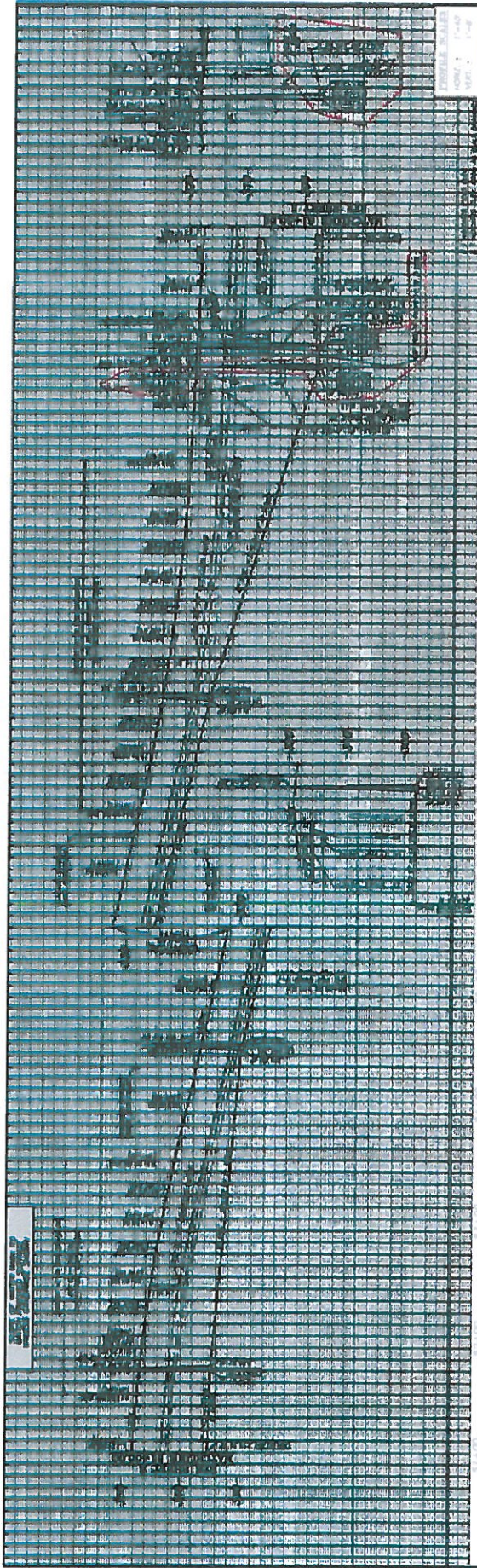
Palomar Community College District
Governing Board Approval Date:

APPROVED AS TO FORM

By: _____
Name: Alfred E. Smith, II
Title: District's General Counsel

ATTACHMENT 1

Hunsaker SH 4A



<p>PROJECT INFORMATION</p> <p>PROJECT NAME: HORSE RANCH CREEK ROAD</p> <p>PROJECT LOCATION: HORSE RANCH CREEK ROAD</p> <p>PROJECT NUMBER: 17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100</p>	
<p>DESIGNER INFORMATION</p> <p>DESIGNER: HANSEN ASSOCIATES</p> <p>DESIGNER ADDRESS: 12345 MAIN STREET, SUITE 100, DENVER, CO 80202</p> <p>DESIGNER PHONE: (303) 123-4567</p> <p>DESIGNER FAX: (303) 123-4568</p> <p>DESIGNER EMAIL: info@hansenassociates.com</p>	
<p>CLIENT INFORMATION</p> <p>CLIENT: HORSE RANCH CREEK ROAD DISTRICT</p> <p>CLIENT ADDRESS: 12345 MAIN STREET, SUITE 100, DENVER, CO 80202</p> <p>CLIENT PHONE: (303) 123-4567</p> <p>CLIENT FAX: (303) 123-4568</p> <p>CLIENT EMAIL: info@hansenassociates.com</p>	
<p>DATE</p> <p>DATE: 12/15/2011</p>	

ATTACHMENT 2

Emails documenting Sewer Crossing/Manhole Agreement

SUMMARY

Luker, Daniel

From: Kurt Hubbell <kurt@redpinc.com>
Sent: Friday, March 24, 2017 10:23 AM
To: Luker, Daniel; Sherry Kirkpatrick; John Philipps; robdamaro@masson-assoc.com; dastl@palomar.edu; Weber, Mike; Mike Harrison; Ryan Dabe; Michael Josephson; Steve Rowland; Dave Olson; Ray Martin
Cc: Kurt Hubbell
Subject: STATUS ** Revised ** Horse Creek Ridge - 12" PVC Sewer at Gold Palomino
Attachments: Hunsaker costs for north sewer stub option.pdf; 170321 - AAA Paving Palomar Sewer Stub quote.xlsx; 170322 - Leighton N. swr stub opt. compaction & testing estimate.pdf; 170322 - Leighton N. swr stub opt. compaction & testing estimate.pdf; Cass N.swr stub opt. proposal.pdf

Hi Team,

Below is a summary of where we stand on the design status and costs for the north sewer stub option. Proposals and cost estimates are attached for your review.

Please take a moment now to review and confirm Palomar and the District approve the costs. Thank you!!!

1. Redlines - This morning Ray said he anticipates providing redlines to the District (and the rest of us) for review no later than Monday 3/27/17.

2. Costs - Attached are proposals, estimates, and emails from Hunsaker, Cass, AAA Paving, Leighton, and RMWD for the north sewer stub option at prevailing wage.

[REDACTED]
[REDACTED]
[REDACTED] → \$10,401.60 for just the paving work, no concrete needed
[REDACTED]
[REDACTED]

[REDACTED]	\$104,326.60
------------	--------------

Sincerely,

Kurt Hubbell
REDP, Inc.
2214 Paraday Avenue Suite 109
Carlsbad, CA 92008
(760) 846-1906
Kurt@REDPinc.com



EXHIBIT "A"

Scope of Work

H&A
Line No.
HW3080

DESCRIPTION:

AMOUNT

1. Sewer Stub to Palomar – Prepare one redline field to the RMWD backbone plans to add 100' of 12" sewer crossing HRC Road to serve Palomar College as requested by client. Scope includes coordination with Palomar College engineer to obtain alignment, redline of plan and profile on RMWD backbone set, submittal and processing with RMWD, and update to the approved plan sheet. Participate in phone conference calls with project team to discuss options, based on initial feedback from the contractor revealing cost to protect existing water valves was excessive. A second design is included to resolve issue with the existing blow off. Scope does not include drafting change on the original drawings, assumed to be completed during as-built preparation.

\$ 5,325



Kurt Hubbell <kurt@redpinc.com>

**** Revised ** Horse Creek Ridge - 12" PVC Sewer at Gold Palomino**

1 message

Mike Harrison <mhamison@cassconstruction.com>
To: srowland@drhorton.com, kurt@redpinc.com

Thu, Mar 16, 2017 at 3:44 PM

Steve & Kurt,

As discussed yesterday afternoon, here is the revised proposal for the 12" PVC Sewer at Horse Ranch Creek Road - Station 60+20 (redline plan revision received 3/13/17).

Scope:

- 1 LS : Pothole/verify existing utilities
- 1 LS : Sawcut existing concrete curb/sidewalk, demo and remove
- 1 LS : Sawcut existing pavement and remove asphalt and base
- 1 LS : Trench shoring (shields and plates)
- 100 LF : 12" PVC (C-900, DR-18)
- 1 EA : 12" End Cap
- 1 EA : Manhole (5' x 3') over existing 16" PVC
- 90 LF : Base pave trench (overlay by others)
- 1 EA : Adjust Manhole to finished grade (once)
- 1 LS : R&R 4" Blow Off – remove end portion and reconstruct after sewer install

Price: \$81,100.00

Project notes:

Prevailing Wage proposal.

Pricing is subject to the final design provided by the Civil Engineer.

Fence R&R by others.

Replacement of concrete curb, sidewalk and pedestrian ramp by others.

Conflict with existing utilities not shown on the plans will be at additional costs.

Excess trench spoil will be spread evenly on Palomar's site.

Groundwater conditions are not included.

Asphalt grind and overlay by others – existing pavement has cracks.

3/24/2017

REDP Inc Mail - ** Revised ** Horse Creek Ridge - 12" PVC Sewer at Gold Palomino

Survey, inspection, compaction tests, concrete testing, permits and bonds by others.

Note: If you want us to proceed with the work, we will need a separate contract due to the Prevailing Wage requirements and a DIR number.

Based on the new alignment, there may be a conflict with the existing 16" CMLC in Horse Ranch Creek Road at Station 60+20. The waterline has an offset at that location, see redline plan profile. RMWD to confirm if there are concrete thrust blocks on the 45 degree angle points.

Mike Harrison

Cass Construction, Inc.

17-03-33

AAA Paving Company

Estimate

General Engineering Contractors
Excavating-Paving
3330 N. Locust, Rialto, CA 92377-3705
(909)829-4041 Fax:(909)829-9321
Lic.No.314624 Bonded-Insured
DIR # 1000005343
mikef@aaapavingco.com

Project

Quote: 17-03-33MF
Name: 12" PVC Sewer at Gold Palomine

To: Dr Horton
Prevailing Wage

Location: Horse Creek Ranch Road / Gold
Palomine, Fallbrook, CA.

Date: March 21, 2017

PHONE: 951-272-9000

Attention: Steve

EMAIL: srowland@drhorton.com

Gentlemen: AAA Paving Co. (herein called seller) quotes you the following estimate for furnishing the material and performing the work hereinafter specified, subject to conditions and terms hereinafter set forth. This proposal and notes must be accepted as part of the contract, and so specified, if a special contract form is used.

Description	Quantity	Unit Price	Total
Paving			
1 .10' AC Grind and Cap with tack coat.	1,260 SF	\$7.66	\$9,651.60
2 Traffic Control	1 LS	\$750.00	\$750.00
TOTAL			\$10,401.60
Concrete			
1 Replace 8" Curb & Gutter	70 LF	\$90.00	\$6,300.00
2 Replace Access Ramp includes Sidewalk and Truncated Dome.	1 EA	\$5,597.62	\$5,597.62
TOTAL			\$11,897.62

NOT NEEDED

PROVISIONS:

- 1 Work to be measured and invoiced upon completion at unit prices listed above.
- 2 Developer and/or owner to provide adequate supply of water from within 1/4 mile of jobsite at no cost to AAA Paving Co.
- 3 Proposal is based on being able to complete job in 1 move-in(s). Additional move-ins at \$ 2,500.00
- 4 Asphalt is to be installed in one course.
- 5 Cleaning of asphalt in preparation for capping to be done by ordinary power blower method only.
- 6 Only items of work specifically listed above are included in this proposal.
- 7 This proposal and notes must be accepted as a part of the contract and so specified, if a special contract form is used.
- 8 Price firm through June 2017
- 9 Project scheduling will depend on material availability.
- 10 SWPP or any related items to be sole responsibility of owner.
- 11 This proposal expires 30 days from issue date.
- 12 Material increases at time of construction will be at cost to developer.

EXCLUSIONS:

- 1 Seal coat.
- 2 Adjustment of utilities.
- 3 Striping and/or bumpers.
- 4 Aeration of wet soils or subgrade.
- 5 Engineering, testing, inspection, permits and cost of same.
- 6 Bonds and costs of same.
- 7 Saw cutting.

MF

Notice: The foregoing estimate does not constitute an offer, unless the formal proposal appearing on the reverse side hereof is signed by a duly authorized representative for seller. The estimate is approximate only, and invoice will be rendered on the basis of actual measurement of work done. If rough grading is done by others, it shall be furnished to us within one-tenth foot, plus or minus, of finished sub-grade elevation.

3/24/2017 LEIGHTON

REDP Inc Mail - RE: ** Revised ** Horse Creek Ridge - 12" PVC Sewer at Gold Palomino



Kurt Hubbell <kurt@redpinc.com>

RE: ** Revised ** Horse Creek Ridge - 12" PVC Sewer at Gold Palomino

1 message

David Olson <dolson@leightongroup.com>

Wed, Mar 22, 2017 at 4:44 PM

To: Kurt Hubbell <kurt@redpinc.com>

Cc: David Olson <dolson@leightongroup.com>, Mike Jensen <mjensen@leightongroup.com>

Kurt,

Given our current understanding, the estimate cost for the PW work on the sewer at Gold Palomino Way is on the order of \$7,500, which is based on PW rate of \$122/hr for a tech (i.e., soils compaction or concrete sampling: 48 hrs), up to two concrete pours, up to 10 concrete cylinders, and some minor admin/PM time.

William (Dave) Olson, PE

Associate Engineer

3934 Murphy Canyon Road, Suite B-205

San Diego, California 92123

(858) 300-8491

Leighton

Solutions You Can Build On

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From: Kurt Hubbell [mailto:kurt@redpinc.com]

Sent: Tuesday, March 21, 2017 9:27 AM

To: Philipps, John; Steve Rowland; Ray Martin; Sherry Kirkpatrick; David Olson

Cc: Rob D'Amaro; diuker@balfourbeattyus.com; Asti, Dennis D.; mweber@balfourbeattyus.com; Mike Harrison; Ryan

Dabe; Michael Josephson; Kurt Hubbell

Subject: Re: ** Revised ** Horse Creek Ridge - 12" PVC Sewer at Gold Palomino

ALL - Pls read entire email.

John/ Sherry - Pls confirm: The north option sewer stub design is what you want to go with?

BOARD OF DIRECTORS

April 24, 2018

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE SEWER SERVICE AGREEMENT FOR THE PALOMAR NORTH EDUCATION CENTER

BACKGROUND

Palomar College acquired property north of State Route 76 between Interstate 15 and Horse Ranch Creek Road in the mid 2000's for the purpose of constructing its North Education Center. The campus will ultimately provide education services to over 8,000 part-time students and faculty. The campus is scheduled to open in June 2018.

Palomar acquired 100 Equivalent Dwelling Units (EDUS) of sewer capacity from Passerelle, Inc. in 2007 and the District agreed to recognize that assignment of EDUs to Palomar in a 2012 agreement (Passerelle Agreement). In 2015, the District, Passerelle and D.R. Horton entered into two amended agreements (Passerelle and D.R. Horton Agreement) which identify D.R. Horton as successor-in-interest to certain portions of the Passerelle property, as well as certain Passerelle rights and obligations. The agreements also concern the construction, installation and financing/reimbursement obligations for sewer facilities serving the benefiting properties, including the Palomar site.

DESCRIPTION

Palomar College has substantially completed the sewer main through its campus which will connect to and convey flow from the Pala Mesa sewer to the recently completed sewer main in Horse Ranch Creek Road. The connection has not been made yet due to on-site campus construction and the pending completion of the new lift station.

This Sewer Service Agreement includes conditions which must be met prior to providing sewer service to the Campus such as payment of construction costs and District engineering and inspection fees, dedication of easements for District facilities, and completion of the connection to the Pala Mesa area (golf course) sewer. The Agreement also identifies the possible future use of two flow monitoring manholes which can be used to measure flow and sample wastewater constituents which may be regulated in the future.

The Agreement also cites past agreements for reimbursement of costs associated with construction of a sewer stub into the Palomar property. D.R. Horton constructed the sewer stub when the main sewer in Horse Ranch Creek Road was installed. The costs attributed to Palomar will be reimbursed to D.R. Horton by the College through the District, per this and previous agreements.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Five: Customer Service. Establishing a sewer service agreement with Palomar College is important in serving the community. The agreement ensures that the College has access to reliable sewer service. Also, agreements like this protect the services currently provided to existing

customers by ensuring developers contribute the necessary infrastructure to handle their added demands.

BOARD OPTIONS/FISCAL IMPACTS

Once the College is open, the District will realize revenue from water sales and sewer collection.

- 1) Approve the Sewer Service Agreement which allows discharge of 100 EDUs to the District sewer system once the Horse Creek Lift Station is completed, accepted and operational. The Agreement also includes reimbursement from Palomar for the sewer stub constructed for the campus by D.R. Horton.
- 2) Provide other direction to staff.

STAFF RECOMMENDATION

Staff recommends Option 1.



Ken Gerdes, P.E.
Interim District Engineer

4/24/18

RECORDING REQUESTED BY:

THE CITY OF SAN DIEGO

AND WHEN RECORDED MAIL TO:

**CITY CLERK
CITY OF SAN DIEGO
MAIL STATION 2A**

Originating Dept – DSD/LDR – M.S. 501

(THIS SPACE FOR RECORDER'S USE ONLY)

GRANT DEED - PEDESTRIAN ACCESS EASEMENT

J.O. NO: _____

ASSESSOR'S PARCEL NO: 678-200-19PTS NO: 579881DWG NO: 40674-BNO DOCUMENT TAX DUE
R & T CODE 11922NO FEE FOR GOVT. AGENCY
GOVERNMENT CODE 27383For valuable consideration, receipt of which is hereby acknowledged, Palomar Community College District

HEREBY GRANT(S) AND DEDICATES to public use, to the City of San Diego, a municipal corporation, in the County of San Diego, State of California, a permanent easement and right-of-way for **pedestrian and non-vehicular** uses, and incidents and appurtenances thereto, over, under, along and across all that real property in the City of San Diego, County of San Diego, State of California, described as follows:

See exhibit "A" attached hereto and exhibit "B" attached for illustration purposesDate: 04/23/2018Grantor: (type or print) Palomar Community College DistrictBy: (signature)
(type or print name)

This is to certify that the interest in real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego, pursuant to authority conferred by the Municipal Code, and the grantee consents to recordation thereof by its duly authorized officer.

Date: _____

For City Engineer

By: _____

NOTE: NOTARY ACKNOWLEDGMENTS FOR ALL SIGNATURES MUST BE ATTACHED, PER CIVIL CODE SEC. 1180 ET. SEQ.

EXHIBIT "A"
PEDESTRIAN EASEMENT

THAT PORTION OF LOT 5 OF BERNARDO TERRACE CORPORATE CENTER, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 15655, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 14, 2007, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY MOST CORNER OF SAID LOT 5 AND THE BEGINNING OF A 1349.00-FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 17°56'52" WEST, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RANCHO BERNARDO ROAD AS SHOWN ON SAID MAP NO. 15655;

1. THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RANCHO BERNARDO ROAD AND THE NORTHERLY LINE OF SAID LOT 5 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°45'53" A DISTANCE OF 88.64 FEET;
2. THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF RANCHO BERNARDO ROAD AND SAID NORTHERLY LINE OF LOT 5 SOUTH 14°10'59" EAST 13.00 FEET TO THE BEGINNING OF A NON-TANGENT 1336.00-FOOT RADIUS CURVE CONCAVE SOUTHERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 14°10'59" WEST;
3. THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°30'56" A DISTANCE OF 81.98 FEET TO THE WESTERLY LINE OF SAID LOT 5;
4. THENCE ALONG SAID WESTERLY LINE NORTH 42°00'00" WEST 14.25 FEET TO THE **POINT OF BEGINNING**;

AREA = 1,109 SQUARE FEET (0.026 AC), MORE OR LESS

ATTACHED HERETO IS CITY DWG. NO. 40674-B, LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

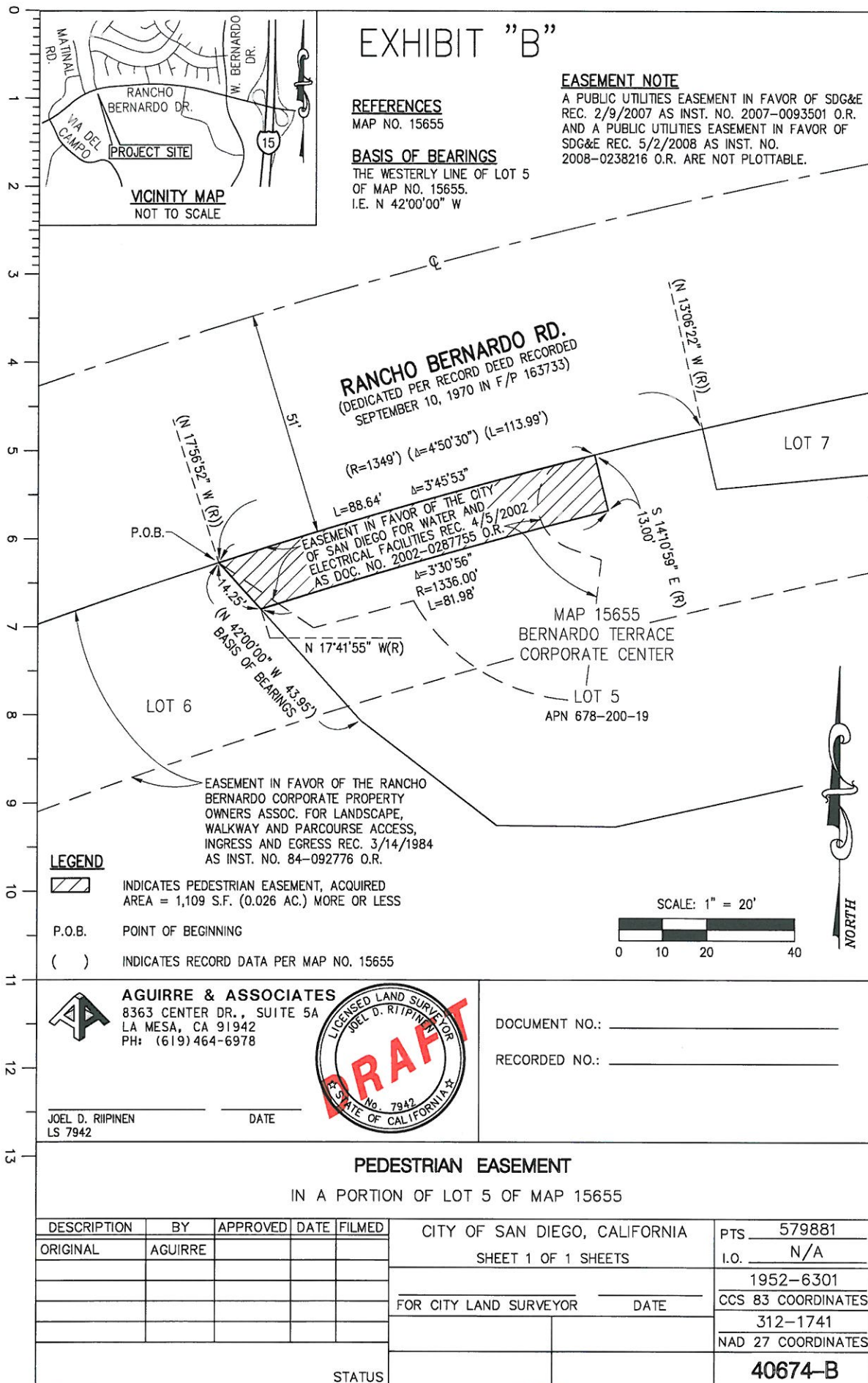
DRAFT

SIGNATURE _____
JOEL D. RIIPINEN
PLS 7942

DATE _____



P.T.S NO.: 579881
DWG. NO.: 40674



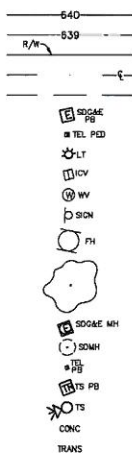
LEGEND

EXISTING 5' CONTOUR
 EXISTING 1' CONTOUR
 EXISTING RIGHT-OF-WAY LINE
 EXISTING RIGHT-OF-WAY CENTERLINE
 EXISTING LOT LINE
 EXISTING SDG&E PULLBOX
 EXISTING TELEPHONE PULLBOX
 EXISTING LIGHT STANDARD
 EXISTING IRRIGATION CONTROL VALVE
 EXISTING WATER VALVE
 EXISTING SIGN
 EXISTING FIRE HYDRANT

EXISTING TREE

EXISTING SDG&E MANHOLE
 EXISTING STORM DRAIN MANHOLE
 EXISTING TELEPHONE PULLBOX
 EXISTING TRAFFIC SIGNAL PULLBOX
 EXISTING TRAFFIC SIGNAL
 CONCRETE
 TRANSFORMER

*NOTE: CONTOUR INTERVAL IS 1'



0 20 40 60
 SCALE 1"=20'



RANCHO BERNARDO RD.

LOT 6

LOT 7

LOT 5

MAP 15655
 BERNARDO TERRACE
 CORPORATE CENTER

BASIS OF COORDINATES: (NAD83)

"THE BASIS OF COORDINATES FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD83) CALIFORNIA STATE PLANE COORDINATE SYSTEM OF 1983 (CCS83) ZONE 8 (EPOCH 1991.35) BASED LOCALLY UPON THE FOLLOWING CONTROL POINTS PER RECORD OF SURVEY MAP NO. 14462."

STATION	NORTHING	EASTING
105	1947303.24	6302893.09
376	1953488.13	6303257.26

GRID BEARING BETWEEN 105 AND 376 = N 322°11' E.

BENCHMARK

CITY OF SAN DIEGO BENCHMARK
 BRASS CAP IN THE TOP OF AN INLET AT THE SOUTHWEST CORNER AT THE INTERSECTION OF RANCHO BERNARDO ROAD WITH MA DEL CAMPO.
 ELEVATION = 681.95'
 DATUM: NAD83

SURVEYOR'S CERTIFICATE

THIS TOPOGRAPHIC SURVEY WAS PERFORMED UNDER MY DIRECTION ON SEPTEMBER 18, 2017.



AGUIRRE & ASSOCIATES
 8363 CENTER DRIVE, SUITE 5A, LA MESA, CA 91942
 PH: (619) 464-6970 FAX: (619) 464-7253

SURVEYING MAPPING RIGHT-OF-WAY ENGINEERING

John D. Ripstein
 JOHN D. RIPSTEIN, LS 7942

4/19/2018
 DATE

EASEMENT NOTE

A PUBLIC UTILITIES EASEMENT IN FAVOR OF SDG&E REC. 2/9/2007 AS INST. NO. 2007-0093501 O.R. AND A PUBLIC UTILITIES EASEMENT IN FAVOR OF SDG&E REC. 5/2/2008 AS INST. NO. 2008-0238216 O.R. ARE NOT PLOTTABLE.

Claypool, Debbi

From: Astl, Dennis D.
Sent: Monday, April 23, 2018 2:45 PM
To: Claypool, Debbi
Subject: FW: PCCD Grant Deed for Ped Easement
Attachments: 2018.04.23 - Grant Deed for Signature.pdf

Debbi,

Could you run this by Ron and get a signature for me please. I do not know if this would need to go through the GB or not.

Dennis Astl R.A., CCM, LEED AP
Manager, Construction & Facilities Planning
Palomar Community College
1140 West Mission Road
San Marcos, CA 92069
P = 760.744.1150x2772
F = 760.761.3506

From: Trunzo, Sara [<mailto:Sara.Trunzo@kimley-horn.com>]
Sent: Monday, April 23, 2018 11:50 AM
To: Astl, Dennis D. <dastl@palomar.edu>; Josh Glavin <Josh.Glavin@hmcarchitects.com>
Cc: Brad Glassick <Brad.Glassick@hmcarchitects.com>
Subject: PCCD Grant Deed for Ped Easement

Hi Dennis,

We are only two steps away from our permit: getting the pedestrian easement processed and meeting this week with the Drainage & Grades reviewer for sign off.

I'm crossing my fingers that this the last item needed for the pedestrian easement - I will need you to have the attached "Grant Deed = Pedestrian Access Easement" to be signed and notarized by PCCD (just the first page needs to be notarized, the rest are included as a reference.) We will need to submit the hard copy, so I can have someone pick it up once complete. Let me know if you have any questions.

Thank you!
Sara

Kimley»Horn

Sara Trunzo, P.E.
Kimley-Horn | 401 B Street, Suite 600, San Diego CA 92101
Direct: 619 272 7190 | Main: 619 234 9411 | www.kimley-horn.com |

From: Astl, Dennis D. [<mailto:dastl@palomar.edu>]
Sent: Friday, April 6, 2018 2:47 PM
To: Trunzo, Sara <Sara.Trunzo@kimley-horn.com>; Josh Glavin <Josh.Glavin@hmcarchitects.com>
Cc: Brad Glassick <Brad.Glassick@hmcarchitects.com>

Subject: RE: PCCD S. Ed Center Property Deed

Importance: High

Sara,

Please take a look at what we were able to find and let me know if this is what you are looking for.

Dennis Astl R.A., CCM, LEED AP

Manager, Construction & Facilities Planning

Palomar Community College

1140 West Mission Road

San Marcos, CA 92069

P = 760.744.1150x2772

F = 760.761.3506

From: Trunzo, Sara [<mailto:Sara.Trunzo@kimley-horn.com>]

Sent: Friday, April 06, 2018 11:51 AM

To: Josh Glavin <Josh.Glavin@hmcarchitects.com>; Astl, Dennis D. <dastl@palomar.edu>

Cc: Brad Glassick <Brad.Glassick@hmcarchitects.com>

Subject: PCCD S. Ed Center Property Deed

Hi Josh and Dennis,

Do either of you have the Property Deed on file for the South Ed Center property? We have been requested to submit this as a part of the pedestrian easement.

Thanks in advance!

Sara

Kimley»Horn

Sara Trunzo, P.E.

Kimley-Horn | 401 B Street, Suite 600, San Diego CA 92101

Direct: 619 272 7190 | Main: 619 234 9411 | www.kimley-horn.com |

PALOMAR COLLEGE
Facilities Department
Palomar Fallbrook Education Center

SUBJECT: Governing Board Approval: May 2018 Change Order
 DSA Application Number: 04-116312, 04-116580, 04-116581 & 04-116582
 DSA File No: 37-C1

PROJECT DESCRIPTION:

This project is the new Fallbrook Education Center site is being delivered via the CM – Multi prime delivery method. The project includes mass grading of the entire property, installation of all new underground services to the property and installation and 3 year lease of temporary modular buildings that will consist of the initial Fallbrook Education Center project. The project was submitted under multiple DSA Application numbers in order to meet the opening date of June 11, 2018. The project was awarded by the Governing Board on September 12, 2017, December 12, 2017, January 9, 2018, February 27, 2018 and April 10, 2018.

DESCRIPTION OF CHANGE:**JPI Development, Inc. (CM-17-18-01-NEC-01-B):**

This is Change Order #01 to JPI Development, Inc. who is providing site UG wet utilities for the project. This change order accounts for Owner added scope, changes to the site utilities due to differences in subsequent phase DSA documents and Overtime to meet the project schedule.

Contract Allowance	\$ (100,000)
Work OT to meet project schedule	\$ 1,417
Modifications due to design coordination	\$ 193,369
Owner added scope	\$ 2,166
Total Change Order #01	\$ 96,951

JPI Development, Inc.	
Original Contract Value:	\$1,142,000
Change Orders to Date:	\$0
Proposed Change Orders:	\$96,951
Revised Contract Amount:	\$1,238,951

FINANCIAL IMPLICATIONS:

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

The above changes are included in Project Change order #01 and represent a total increase to the overall project in the amount of **\$96,951**.

RECOMMENDATION:

It is recommended that the Governing Board approve the FEC JPI Development, Inc. Owner Change Order #01 for \$96,951.

PALOMAR COLLEGE
Facilities Department
Palomar South Education Center

SUBJECT: Governing Board Approval: May 2018 Change Order
 DSA Application Number: 04-113069
 DSA File No: 37-C1

PROJECT DESCRIPTION:

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

DESCRIPTION OF CHANGE:

Swinerton Builders:

This Change Order accounts for Owner added scope, items requested by the State Elevator inspector, modifications to construction details and Overtime to meet the project schedule. The additional general conditions costs are being taken out of the construction manager's contingency and therefore the extended time is not an added cost to the District.

Owner Changes	\$ 105,306
Work OT to meet project schedule	\$ 106,165
Modifications to Construction Details	\$ 72,988
State Elevator Inspector Modifications	\$ 31,895
Total Change Order #07	\$ 316,354

Swinerton Builders	
Original Contract Value:	\$43,487,149
Adjusted GMP Amount	\$1,351,769
Change Orders to Date:	\$2,018,109
Proposed Change Orders:	\$316,354
Revised Contract Amount:	\$47,173,381

FINANCIAL IMPLICATIONS:

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

The above changes are included in Project Change order #07 and represent a total increase to the overall project in the amount of **\$316,354**.

RECOMMENDATION:

It is recommended that the Governing Board approve the SEC Owner Change Order #07 for \$316,354 and 45 working days.

Palomar Community College District

TOPIC: Governing Board meeting days change proposal

OVERVIEW: The District received a request to agendize a proposal to change the Governing Board Regular Meeting days. On April 10, 2018, the Board discussed the request to change the current Regular meetings held on the 2nd Tuesday of the month, and the Special meetings (workshops) typically held on the 4th Tuesday of the month, to the 1st and 3rd Tuesdays respectively; other days were also discussed.

DISCUSSION/FINANCIAL IMPLICATIONS:

At the April 10 Governing Board meeting Trustee Deerfield reported to the Board that her teaching schedule is being impacted by the Governing Board meeting schedule. She indicated that when she was elected the schedule was doable but is now finding she cannot accommodate the current schedule. Following discussion at the Board meeting on April 10, Board President McNamara suggested the proposal be researched by the District to ascertain the impacts on the other trustees, District operations, and District employees if a change was made.

A brief survey was created and distributed. The results of that survey are as follows:

Change to 2nd Monday:

- Does NOT work for one trustee
- Tenure & Review Board meets at 4:00 on Mondays
- 6 of 13 respondents indicated it would be very disruptive or very inconvenient
- 4 respondents indicated no problems or conflicts

Change to 2nd Wednesday:

- Does NOT work for one trustee
- IPC meets on Wednesday afternoons
- One trustee did not respond
- 7 of 12 respondents indicated it would be very disruptive or very inconvenient
- Only 1 respondent indicated no problems or conflicts

Change to 2nd Thursday:

- Very inconvenient (but possible) for one trustee
- One trustee did not respond
- 3 of 12 respondents indicated it would be very disruptive or very inconvenient
- This is when PFF e-board meets
- Only 3 respondents indicated no problems or conflicts

Change to 2nd Friday:

- Very disruptive/inconvenient (but possible) for one trustee
- One trustee did not respond
- 6 of 12 respondents indicated it would be very disruptive or very inconvenient
- 4 respondents indicated no problems or conflicts

As to changing to a different week of the month

- 8 of 13 responded (5 non-respondents)
- 3 of 8 respondents indicated a change would be very disruptive or inconvenient
- 1 trustee indicated that work and family are scheduled around Tuesday meetings
- 5 of 8 indicated it would be possible (1 stating only 1st Thur. as an option, 1 stating 1st & 3rd Thur. as options)

A follow-up survey was distributed asking specifically about the 1st and 3rd Tuesdays. The results of that survey are as follows:

Change the Regular meeting to the 1st Tuesday of the month:

- Possible but very inconvenient. 9.09%
- Will work, but take some doing. 18.18%
- I can do it without too much trouble. 27.27%
- No problems or conflicts on my end. 45.45%

Change the Special meeting to the 3rd Tuesday of the month

- Possible but very inconvenient. 9.09%
- Will work, but take some doing. 9.09%
- I can do it without too much trouble. 36.36%
- No problems or conflicts on my end. 45.45%

Comments:

- The Strategic Planning Council meets on the 1st & 3rd Tuesdays
- Changing the days the Board meets would have ripple effects across the organization and be disruptive to many.
- The Board was meeting on 2nd & 4th Tuesdays when Deerfield decided to run for election, leave it be.
- Tuesdays work best in my calendar due to my family and work commitments.
- It is much easier for me to come to the college on a Tuesday afternoon/evening.
- Thank you for considering all people and groups.

RECOMMENDATION: Discuss and vote whether or not to change the days of the Governing Board meetings at the next Organizational Meeting in December.

Palomar Community College District

TOPIC: Establishment of a 2018/19 Budget for Board Education and Professional Development (travel/conference attendance and individual association memberships.)

OVERVIEW: Per BP 2735 Governing Board Member Travel, and in conjunction with BP 2740 Governing Board Member Education and New Trustee Orientation, the Board will establish its annual Professional Development budget.

DISCUSSION/FINANCIAL IMPLICATIONS: At the January Board retreat the Board discussed establishing a Board travel/membership budget to help the district balance its budget and better plan for trustee education. With the understanding that on-going trustee education, professional development, and networking are important, the Board agreed to cost saving measures related to local in-district travel. The Board further agreed to work with the Superintendent/President to establish a travel/conference/education/professional development/individual membership budget for the 2018/19 fiscal year.

During the retreat, a \$20,000 budget was proposed for conference travel based on past travel expenses. The Board discussed not allocating funds to individuals but instead allowing trustees to preview upcoming events and discuss proposed attendees. Further, the Board recognized the importance of encouraging newly elected trustees to participate in needed educational events, especially at the state level.

At the request of the Board, the Sr. Executive Assistant prepared and emailed the preliminary results of a survey on statewide trustee travel budgets. The survey revealed that the allocation of funds ranged from a low of \$1,430 per trustee to a high of \$7,000 per trustee; further responses to the survey and additional research has revealed an average of \$3,937 per trustee.

# of trustees	College	Total travel budget	per trustee	college budget	FTEF 2016/17	% of budget
7	Rancho Santiago	\$ 20,000.00	\$ 2,857.14	\$ 305,510,300.00	31,599	0.007%
5	Chaffey	\$ 12,900.00	\$ 2,580.00	\$ 109,702,626.00	16,474	0.012%
5	Palomar*	\$ 20,000.00	\$ 4,000.00	\$ 144,314,716.00	19,649	0.014%
7	Ohlone*	\$ 10,000.00	\$ 1,428.57	\$ 56,144,754.00	9,187	0.018%
5	Long Beach*	\$ 26,000.00	\$ 5,200.00	\$ 138,927,705.00	20,180	0.019%
7	Shasta*	\$ 12,000.00	\$ 1,714.29	\$ 63,963,492.00	6,895	0.019%
5	Santa Clarita	\$ 18,000.00	\$ 3,600.00	\$ 94,100,000.00	16,146	0.019%
7	Mt. San Jacinto*	\$ 20,000.00	\$ 2,857.14	\$ 87,385,690.00	12,059	0.023%
7	Hartnell*	\$ 35,000.00	\$ 5,000.00	\$ 152,743,563.00	7,560	0.023%
7	State Center	\$ 49,000.00	\$ 7,000.00	\$ 180,496,000.00	29,887	0.027%
7	Mt. San Antonio (Mt. SAC)	\$ 50,000.00	\$ 7,142.86	\$ 182,209,332.00	32,668	0.027%
5	College of the Desert	\$ 25,000.00	\$ 5,000.00	\$ 78,741,924.00	9,103	0.032%
7	Merced*	\$ 21,000.00	\$ 3,000.00	\$ 61,505,831.00	9,783	0.034%
81		\$ 318,900.00	\$ 3,937.04	Average allocation per trustee		

*Districts in stability

INDIVIDUAL MEMBERSHIPS	Expires	
CALCCT - Halcón	July	\$ 300.00
CALCCT - Evilsizer	July	\$ 300.00
HACU - Halcon	July	\$ 300.00
HACU - Evilsizer	July	\$ 300.00
NALEO - Halcón	July	\$ 100.00
NALEO - Evilsizer	July	\$ 100.00
TOTAL		\$ 1,400.00

RECOMMENDATION: Set and approve a not-to-exceed \$_____ budget amount in support of board member's education and professional development. Discuss upcoming events and propose attendees (to be approved at a later date.)

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

Education Code Section 72423

Government Code Section 11139.8.

Reimbursement

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

Travel Restrictions

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

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

Travel Budget

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

GOVERNING BOARD

BP 2740 GOVERNING BOARD MEMBER EDUCATION AND NEW TRUSTEE ORIENTATION

Reference:

ACCJC Accreditation Standard IV.C.9 (formerly IV.B.1.f)

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

To that end, Governing Board members will:

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

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

2018

August

- ACCT New Trustee Governance Leadership Institute
August 6-8, 2018
The Darcy Hotel, Washington, D.C.
Estimated cost per attendee: \$2,120.00
<https://csimons7.wixsite.com/newtrusteeegli>
- NALEO California Statewide Policy Institute on Education Governance (in partnership with Stanford Graduate School of Education)
August 27-28, 2018
Palo Alto, CA
Estimated cost per attendee: TBD, Scholarships in past only option.
[No details available at this time](#)

October

- HACU Conference 32nd Annual Conference
October 6-8, 2018
Marriott Marquis, Atlanta, GA
Estimated cost per attendee: \$2,120.00
https://www.hacu.net/hacu/Annual_Conference1.asp
- ACCT Leadership Congress
October 24-27, 2018
Marriott Marquis, New York, NY
Estimated cost per attendee: \$3,150.00
<https://www.congress.acct.org/>

November

- CCLC annual Convention
November 15-17, 2018
Westin Mission Hills, Rancho Mirage, CA
Estimated cost per attendee: \$1755.00
<https://www.ccleague.org/event-calendar/2018-annual-convention>

2019

January

- CCLC Effective Trusteeship & Board Chair Workshops
January 25-27, 2019
Sheraton Grand, Sacramento, CA
Estimated cost per attendee: \$1,685.00
<https://www.ccleague.org/event-calendar/2019-effective-trusteeship-board-chair-workshops>
- CCLC Legislative Conference
January 27-28, 2019
Sheraton Grand, Sacramento, CA
Estimated cost per attendee: \$1,335.00* *less in conjunction with workshop*
<https://www.ccleague.org/event-calendar/2019-annual-legislative-conference>

February

- ACCT Legislative Summit
February 10-13, 2019
Marriott Marquis, Washington, D.C.
Estimated cost per attendee: \$3,560.00
[No details available at this time](#)

May

- CCLC annual Trustee Conference
May 3-5, 2019
Resort at Squaw Creek, Olympic Valley, CA
Estimated cost per attendee: \$2,600.00
<https://www.ccleague.org/event-calendar/2019-annual-trustee-conference>