

**Board of Trustees Business Meeting
District Board Room
Thursday, February 9, 2017
Closed Session 2:00pm
Open Meeting 4:00 p.m.**

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE

2. ANNOUNCEMENT OF CLOSED SESSION ITEMS

- a. Conference with Labor Negotiators – Government Code 54957.6
Agency Negotiator: Bruce Baron – CSEA, CTA, Management/Supervisors, and Confidential Employees
- b. Public Employee Performance Evaluation, Government Code 54957
Title: Chancellor
- c. Conference with Legal Counsel – Existing Litigation pursuant to Government Code section 54956.9(d) (2 cases)
Leonard Lopez v. SBBCD, Case No. CIVDS1511495; Government Code section 54956.9(d)(1) – Workers Compensation Claim No. 485891
- d. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): 4 cases
- e. Public Employee Discipline/Dismissal/Release/Non Re-Employment
Government Code 54957 (2 case)

3. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

The San Bernardino Community College Board of Trustees offers an opportunity for the public to address the Board on any agenda item prior to or during the Board's consideration of that item. Matters not appearing on the agenda will be heard after the board has heard all action agenda items. Comments must be limited to five (5) minutes per speaker and twenty (20) minutes per topic if there is more than one speaker. At the conclusion of public comment, the Board may ask staff to review a matter or may ask that a matter be put on a future agenda. As a matter of law, members of the Board may not discuss or take action on matters raised during public comment unless the matters are properly noticed for discussion or action in Open Session.

Anyone who requires a disability-related modification or accommodation in order to participate in the public meeting should contact the Chancellor's Office at (909) 382-4091 as far in advance of the Board meeting as possible.

This is an opportunity for members of the public to address the Board concerning closed session items.

4. **CONVENE CLOSED SESSION**

5. **RECONVENE PUBLIC MEETING**

6. **REPORT OF ACTION IN CLOSED SESSION (if any)**

7. **PRESENTATION**

- a. 2016 CBOC Annual Report (p6)
- b. CSEA Bookstore (not available at the time of printing)

8. **REPORTS**

Under Section 54954.2(a)(2) of the Brown Act, trustees are permitted to make a brief announcement or to make a brief report on his or her own activities. Reports from all groups are intended to be non-controversial and used for reporting on conferences, meetings, and other activities related to District business. No action will be taken.

- a. Board Members
 - i. Oral Reports from Board Committee Chairs
 - ii. Board Information Requests (p11)
- b. Student Trustees
- c. Chancellor
- d. CHC
 - i. President
 - ii. Academic Senate
 - iii. Classified Senate
 - iv. Associated Students
- e. SBVC
 - i. President
 - ii. Academic Senate
 - iii. Classified Senate
 - iv. Associated Students
- f. CSEA
- g. CTA

9. **APPROVAL OF MINUTES**

- a. January 12, 2017 (p15)

10. **PUBLIC COMMENTS ON AGENDA ITEMS**

This is an opportunity for members of the public to address the Board concerning agenda items.

11. **CONSENT AGENDA**

The Consent Agenda is expected to be routine and non-controversial. It will be acted upon by the Board at one time **without discussion**. Any member of the Board, staff member or citizen may request that an item be removed from this section for discussion.

a. **BOARD OF TRUSTEES & CHANCELLOR**

- i. None

b. **INSTRUCTIONAL/STUDENT SERVICES**

- i. Consideration of Approval of Curriculum – CHC (p16)

c. **HUMAN RESOURCES**

- i. Consideration of Acceptance of Employee Retirement (p20)
- ii. Consideration of Approval of Adjunct and Substitute Academic Employees (p21)
- iii. Consideration of Approval of Appointment of District Employee (p23)
- iv. Consideration of Approval of District Volunteers (p24)
- v. Consideration of Approval of Employment Rescission (p26)
- vi. Consideration of Approval of Interim Management Appointments (p27)
- vii. Consideration of Approval of Non-Instructional Pay for Academic Employees (p28)
- viii. Consideration of Approval of Participation in the Study Abroad Program (p30)
- ix. Consideration of Approval of Placement of Classified Employee on the 39-Month Reemployment List (p31)
- x. Consideration of Approval of Professional Expert Short-Term and Substitute Employees (p32)
- xi. Consideration of Approval of Stipends (p38)
- xii. Consideration of Granting an Unpaid Leave of Absence for Academic Employee (p39)

d. **BUSINESS & FISCAL SERVICES**

- i. Consideration of Approval of Prioritized Board Directives for the 2017-18 Budget (p40)
- ii. Consideration of Approval of Professional Services Contracts-Agreements (p43)
- iii. Consideration of Approval of Purchase Order Report (p46)

- iv. Consideration of Approval of Routine Contracts-Agreements and Memorandums (p55)
- v. Consideration of Approval of Surplus Property and Authorization for Private Sale or Disposal (p78)
- vi. Consideration of Approval of Surplus Property and Authorize Donation to Boy Scouts of America, Orange County Council (p80)
- vii. Consideration of Approval of Vacation Payout (p81)
- viii. Consideration of Approval to Adopt a Resolution Approving Transfers from the Reserve for Contingencies to Various Expenditure Classifications (p82)
- ix. Consideration of Approval to Adopt a Resolution to Appropriate Funds (p85)
- x. Consideration to Approve District & College Expenses (p88)
- xi. Consideration to Approve Conference Attendance (p101)

e. **FACILITIES**

- i. Facilities - Consideration of Approval of Agreement with ARUP North America of Los Angeles CA (p115)
- ii. Facilities - Consideration of Approval of Amendment 005 to the Contract with PMSM Architects of San Luis Obispo CA (p119)
- iii. Facilities - Consideration of Approval of Measure M Construction Change Orders and Contract Amendments (p124)

f. **RESOLUTIONS**

- i. None

12. **ACTION AGENDA**

- a. Consideration of Approval of Board Policies and Administrative Procedures - 2nd Reading (p129)
- b. Consideration to Reconfirm Board Standing and Ad Hoc Committees (p239)
- c. Consideration of Approval of Revised 2017 Board Meeting Calendar (p241)

13. **INFORMATION ITEMS**

- a. Applause Cards (p247)
- b. Budget Report (p257)
- c. CCFS-320 Apportionment Attendance Report for FY 2017 Period 1 (p305)
- d. Cenergistic Cumulative Cost Savings (p309)
- e. District Clery Act Compliance Report (p312)
- f. CSEA MOUs (p314)

- g. General Fund Cash Flow Analysis (p330)
- h. Measure M and Non-Bond Demographics Report (p332)
- i. Quarterly Investment Report (p334)
- j. Summary of Measure M Construction Contract Change Orders and Amendments (p336)

14. PUBLIC COMMENT ON NON-AGENDA ITEMS

This is an opportunity for members of the public to address the Board concerning non-agenda items.

15. CONVENE CLOSED SESSION (if needed)

Convene Closed Session for unfinished business on closed session items.

16. RECONVENE PUBLIC MEETING

17. REPORT OF ACTION IN CLOSED SESSION (if any)

18. ADJOURN – The next meeting of the Board: Study Session (Flex Calendar) 12pm, February 23, 2017



Citizens' Bond Oversight Committee

2016 Report to the Community

Executive Summary

Consistent with the requirements of Proposition 39 (“School Facilities Local Vote Act of 2000”), the San Bernardino Community College District (SBCCD) Citizens’ Bond Oversight Committee was appointed to oversee two voter-approved general obligation bonds:

- Measure P – \$190 million bond passed in November 2002
- Measure M – \$500 million bond passed in February 2008

The committee is required to inform the public about the district's expenditure of bond proceeds by presenting an annual report to the SBCCD Board of Trustees, in public session. In fulfilling this duty, the committee meets no less than three times per year to review expenditure reports produced by the district to ensure that:

- Bond proceeds are expended only for the purposes set forth in Propositions P and M
- Bond proceeds are not used for any teacher or administrative salaries or other operating procedures

In December of 2014, the Board of Trustees approved a Community Benefits Agreement, better known as a Project Labor Agreement (PLA). A PLA is typically described as a pre-hire collective bargaining agreement with one or more labor organizations that establishes terms and conditions of employment for specific public construction projects. The CBOC expressed its concerns about the fiscal impact of such an agreement in previous reports to the community and will continue to monitor the bidding and outreach processes to ensure the best and most competitive results for SBCCD.

Members

- Ken Coate, Chair, Business Organization Representative
- Albert Garcia, Community-at-Large Representative
- Sam Irwin, Foundation Representative, CHC
- Linda Roberts-Ross, Community-at-Large Representative
- Patricia Small, Senior Citizen Organization Representative
- Amber Snow, Student Representative
- Betsy Starbuck, Tax Payer Organization Representative

Statement

To the best of its ability, the Citizens Bond Oversight Committee believes that the San Bernardino Community College District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution.

Full text is available at: <http://www.boe.ca.gov/lawguides/property/current/ptlg/ccp/XIII-A-1.html>

Key Highlights



Building Name: Kinesiology & Athletics Complex
Campus: San Bernardino Valley College
Sustainability: LEED Silver Certified

The three-story Kinesiology & Athletics Complex at San Bernardino Valley College is 108,509 square feet and opened to students in August 2016. The complex includes two large gyms, basketball courts, a fitness room, a weight room and locker rooms that are available to students who sign up for physical education classes or play for the college's sports teams. Other facilities include a large lecture hall, a computer lab, and classrooms that will be used for a variety of instructional purposes. The new complex is surrounded by drought-tolerant landscaping, walkways, seating areas and a pond.



Building name: Canyon Hall
Campus: Crafton Hills College
Sustainability: LEED Gold Certified

The 36,000 square foot facility utilizing contextual design themes, is separated into two buildings connected by a bridge at the second floor with state-of-the-art exterior façade of metal and precast panels, and glass window walls. The building includes teaching labs, support spaces, lecture halls, faculty offices and outdoor amphitheater. The building received the 2016 architectural portfolio's outstanding design (specialized facility) by the American School & University.



Building Name: Crafton Center
Campus: Crafton Hills College
Sustainability: LEED Silver Certified

The 46,500 square feet steel framed, Type-II building houses all campus student services including administration, student services, a health center, bookstore, and food services. It is a two-story building at the edge of formal central campus quadrangle. The building engages the Living Wall, an iconic landscape feature. The building opened in November 2015.



Building name: Public Safety & Allied Health
Campus: Crafton Hills College
Sustainability: LEED Silver Certified

The 46,937 square feet facility houses the emergency medical services and paramedic program, fire academy, drill yard, spray wall at the eastern portion. The building opened in December 2015.

Meeting Dates and Overview

- **January 13, 2016**
Overview: Committee members reviewed the draft CBOC Annual Report for 2015, presented by Ken Coate. The committee voted to approve the report which would be presented to the Board of Trustees at the February 25, 2016 meeting.
- **April 20, 2016**
Overview: Attorney David Casnocha from SBCCD's bond counsel firm, Stradling Yocca Carlson & Rauth, addressed the committee. He spoke about the history of financing for community colleges and provided an overview of Proposition 39, passed in 2000, which allowed the passage of local bonds at a 55% voter approval rate. He went on to provide training for the CBOC and discuss the revised by-laws. CBOC members were invited to a job tour of the SBVC Gym to take place on April 29, 2016.
- **August 17, 2016**
Overview: Kitchell Bond Program Manager George Johnson reviewed the Measure M projects. He distributed information about the Kinesiology & Athletics Complex at San Bernardino Valley College, which was just finishing construction. Demolition of the old gyms had begun. At Crafton Hills College, renovation projects were underway at the Lab Administration (renamed to "Central Complex") and the Student Services A (renamed to "Clock Tower Building").
- **November 2, 2016**
Overview: Committee members discussed the completed Kinesiology & Athletics Complex at San Bernardino Valley College and remarked positively on how the facility was utilized to host 500 attendees at the 90th Anniversary Gala on October 14. In preparation for the forthcoming CBOC Annual Report, the committee voted to include the following statement, "To the best of its ability, the Citizens Bond Oversight Committee believes that the San Bernardino Community College District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution."
- **December 14, 2016**
Overview: The committee reviewed the 2015-16 Bond Program audit conducted by Vavrinek, Trine, Day & Co.

For more information, please visit the website at <http://www.sbccd.org/bfs/cboc>

Schedule of Expenditures by Project for Measure M and P
Fiscal year ending June 30, 2016

Measure M Bond Projects	Total project cost through June 30, 2015	Costs incurred during current year	Total project cost through June 30, 2016
SBVC Gymnasium and Stadium	\$ 26,536,692	\$ 28,215,452	\$ 54,752,143
SBVC Business Building Renovation	9,399,356	17,459	9,416,815
SBVC Site Infrastructure/ ADA Compliance Project	3,082,312	1,064	3,083,376
SBVC Central Plant/Infrastructure	17,222,133	(5,064)	17,217,069
SBVC 2nd Auditorium Renovation	-	34,128	34,128
SBVC KVCR Parking Lot Renovations	-	397,846	397,846
SBVC Baseball Netting	-	96,128	96,128
SBVC Applied Technology	1,960,202	976,641	2,936,843
CHC Student Services Building (Crafton Center)	24,496,917	7,252,667	31,749,584
CHC Science Building	20,379,850	5,831,669	26,211,519
CHC Physical Education Complex	6,695,571	167,941	6,863,512
CHC Performing Arts Center Renovation	245,394	204,745	450,139
CHC LADM Renovation	1,245,727	2,033,320	3,279,048
CHC Occupational Education 1	281,753	238,996	520,749
CHC Occupational Education 2	18,744,079	4,627,941	23,372,020
CHC College Center Renovation	254,909	181,930	436,839
CHC Student Services A Renovation	678,277	781,268	1,459,545
CHC Maintenance and Operations Renovation	2,010,024	85,854	2,095,879
CHC Parking Structure	2,131,829	(35,544)	2,096,285
CHC Chemistry Health Science Renovation	166,803	610,185	776,989
CHC Classroom Building Renovation	71,013	206,557	277,569
CHC Parking Signage & Striping	-	90,546	90,546
CHC Wayfinding & Monument Signage	-	496,642	496,642
Total Measure M Projects	\$ 135,602,842	\$ 52,508,374	\$ 188,111,216

Measure P Bond Projects	Total project cost through June 30, 2015	Costs incurred during current year	Total project cost through June 30, 2016
SBVC Gymnasium and Stadium	\$1,682,543	\$ 1,706,714	\$ 3,389,257
Total Measure P Projects	\$1,682,543	\$ 1,706,714	\$ 3,389,257

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey Nikac, Executive Assistant

DATE: February 9, 2017

SUBJECT: Board Information Requests

RECOMMENDATION

This item is for information only. The Board may ask staff to review a matter or may ask that a matter be put on a future agenda.

OVERVIEW

The Board of Trustees requested a form be developed to track requests made by the board and updates be provided at board meetings.

BOARD IMPERATIVE

- I. Institutional Effectiveness
- II. Learning Centered Institution for Student Access, Retention, and Success
- III. Resource Management for Efficiency, Effectiveness, and Excellence
- IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

No impact to the budget.

**San Bernardino Community College District
Board of Trustees Information Requests
(updated 1/29/17)**

Date of Request: 8/25/2016
Requested by: Board of Trustees
Planned Completion Date: 06/30/17

Request: Foundations to update the Board on how the one-time money is being spent.

Comments: The Study Session for the Foundations is to be scheduled at the recommendation of the Ad Hoc Committee. The Board created an Ad Hoc Committee to develop the agenda and specific requests for the meeting.

Date of Request: 8/25/2016
Requested by: Board of Trustees
Planned Completion Date: 06/30/17

Request: Report to the Board detailing how the EDCT will support the campuses.

Comments: Chancellor will update the Board on collaborative work and support efforts during 2016-2017 academic year, leading to a strategic plan from EDCT. The timeline is tied to the next budget cycle. Additionally, the plan should be presented when there is a permanent Associate Vice Chancellor in place.

Date of Request: 8/22/2016
Requested by: Board of Trustees
Planned Completion Date: 06/30/17

Request: Redefine Board's self-assessment questions for clarification.

Comments: BOT Ad Hoc committee to schedule meeting.

Date of Request: 8/22/2016
Requested by: Board of Trustees
Planned Completion Date: 06/30/17

Request: Board goals should be agendaized for progress reports.

Comments: Chancellor will provide periodic updates upon approval of the Board's goals. The Board approved their goals at the January 19, 2017 meeting.

Date of Request: 8/25/2016
Requested by: Board of Trustees
Planned Completion Date: 06/30/17

Request: KVCR and EDCT one-time expenses to be listed on their own budget lines

Comments: Jose Torres will provide breakdown in the 2017-2018 fiscal year budget.

Date of Request: 9/8/2016
Requested by: Singer
Planned Completion Date: 06/30/17

Request: Recommendation to promote the safety of our campuses, to the community, based on monthly Clery reports.

Comments: Chancellor will work with the District Director of Marketing, PR and Government Affairs to promote the safety on a regular basis.

Date of Request: 8/22/2016
Requested by: Board of Trustees
Planned Completion Date: Completed
10/17/2016

Request: Requested a master calendar and more reminders of upcoming events.

Comments: Chancellor provides the upcoming event calendar in the Trustee Chat weekly. A master calendar including board meetings, study sessions, standing and ad hoc meetings and community events is provided to the Board on a weekly basis via email. This has been completed in Outlook. The calendar includes RSVPs to community and campus events as they are received.

Date of Request: 8/22/2016
Requested by: Board of Trustees
Planned Completion Date: Completed
8/24/2016

Request: Presentations to the Board should include executive summary, minimum 12 pt. font, be consistent reporting style with both colleges, and must answer why the information is important and how the Board can help.

Comments: Chancellor revised the presentation guidelines. Implementation is planned for 8/24/16.

Date of Request: 8/25/2016
Requested by: Singer
Planned Completion Date: Completed 9/1/16

Request: What percentage of votes are needed to pass proposition 30 replacement bill, proposition 55?

Comments: Chancellor emailed response on 8/30/16 and a printed copy at the 9/1/16 Study Session.

Date of Request: 8/22/2016
Requested by: Board of Trustees
Planned Completion Date: Completed 9/8/16

Request: Closed session to start at 4pm with open session at 5pm.

Comments: This will begin at the 9/8/16 Board meeting.

Date of Request: 8/22/2016
Requested by: Williams
Planned Completion Date: Completed 9/8/16

Request: Request to send monthly bond reports electronically and not in printed format.

Comments: This will begin at the 9/8/16 Board meeting.

Date of Request: 12/1/2016
Requested by: Budget Ad Hoc Committee
Planned Completion Date: Completed
1/19/17

Request: The Board of Trustees Budget Committee requested that each campus present its enrollment management plan to the Board.

Comments: The Chancellor will include the presentation at the January 19 Board meeting.

Date of Request: 10/20/2016
Requested by: Board of Trustees
Planned Completion Date: 04/30/17

Request: Contract with Cynthia Pringle - Can we see the results of the analysis on KVCR once complete?

Comments: We anticipate having a written report of findings from the consultant by the end of April. The Chancellor will share the report with the Board.

Date of Request: 11/10/2016
Requested by: Harrison
Planned Completion Date: 06/30/17

Request: Consider having a Strengths Quest session for the Board

Comments:

Date of Request: 1/19/2017
Requested by: Board of Trustees
Planned Completion Date: 02/09/17

Request: The Board requested scheduling of additional study sessions and trainings on the 2nd Thursday preceding the general board meeting. Standing committees should also be scheduled on the same day.

Comments: The Chancellor will include a revised 2017 master calendar for Board approval at the 2/9/17 Board meeting.



**Board of Trustees Study Session Meeting Minutes
District Board Room
Thursday, January 12, 2017 - 12:00 p.m.**

Members Present:

Joseph Williams, President
Gloria Harrison, Vice President
Donna Ferracone, Clerk
Dr. Donald Singer, Trustee
Dr. Anne Viricel, Trustee
John Longville, Trustee
Frank Reyes, Trustee

Members Absent:

None

Administrators Present:

Bruce Baron, Chancellor
Jose Torres, Vice Chancellor of Business and Fiscal Services

CALL TO ORDER – PLEDGE OF ALLEGIANCE

President Williams called the meeting to order at 12:10pm. Trustee Harrison led the pledge of allegiance.

PUBLIC COMMENTS ON AGENDA ITEMS

None

NEW BOARD MEMBER ORIENTATION

President Williams and Chancellor Baron met with Trustee Reyes on January 12, 2017, for the new board member orientation.

EQUAL EMPLOYMENT OPPORTUNITY

Mandatory training on EEO was presented to the Board presented by Secret Brown, District Human Resources. Trustees learned training requirements, the letter and spirit of the law, and the roles of hiring committees.

The Board convened to break at 1:10pm
Meeting reconvened at 1:16pm

ADJOURN

President Williams adjourned the meeting at 1:50pm

Donna Ferracone, Clerk of the Board of Trustees

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Wei Zhou, President, CHC
PREPARED BY: Kathy Bakhit, Interim Vice President of Instruction, CHC
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Curriculum Modifications

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached Curriculum Modifications.

OVERVIEW

The courses, certificates and degrees at CHC are continually being revised and updated to reflect and meet student needs.

ANALYSIS

These courses, certificates and degrees have been approved by the Curriculum Committee of the Academic Senate.

BOARD IMPERATIVE

II. Learning Centered Institution for Student Access, Retention and Success.

FINANCIAL IMPLICATIONS

None.

CRAFTON HILLS COLLEGE
SUBMITTED FOR BOARD OF TRUSTEES APPROVAL
February 9, 2017

NEW COURSE

DISCIPLINE: Radiologic Technology
DEPARTMENT: Allied Health Services
COURSE ID: RADIOL 216
COURSE TITLE: Mammography
PREREQUISITE: Acceptance into the Radiologic Technology program
COREQUISITE: None
DEPARTMENTAL RECOMMENDATION: None
SEMESTER UNITS: 2
MINIMUM SEMESTER HOURS:

LECTURE: 32

CATALOG DESCRIPTION: Study of technical and procedural aspects of digital mammography. Examines radiation protection, digital quality assurance, breast anatomy and physiology. Analyzes breast pathology, breast images and positioning techniques. Explores mass localization and biopsy procedures and a brief discussion of Breast MR, breast cancer diagnostic technologies, and breast cancer treatments.

SCHEDULE DESCRIPTION: Study of technical and procedural aspects of digital mammography. Analyzes breast pathology, breast images and positioning.

Equate: Course does not equate with SBVC. Course is not offered at SBVC.

Effective: **Fall 2017**

Rationale: This course provides the Radiologic Technology student the opportunity to gain the necessary knowledge and skills to successfully enter the specialty field of Mammography upon graduation from the Radiologic Technology program at Crafton.

COURSE MODIFICATION

COURSE ID	COURSE TITLE
BUSAD 230	Using Computers for Business

DEPARTMENTAL RECOMMENDATION: Successful completion of CIS 091

CATALOG DESCRIPTION: Introduction to computer and information technology, including the history, terminology, computer hardware and software components, operation of computer systems, networking, ethics, security, examination of information systems and their role in business. Includes an overview and use of selected software including operating systems, word processors, spreadsheets, presentation applications, database management systems, and basic web design and programming. Discussion of the impact of computers in society and the workplace. This course is also offered as CIS 101.

SCHEDULE DESCRIPTION: Introduction to computer and information technology. Examination of information systems and their role in business. Includes an overview and the use of computer software including word processing, spreadsheets, presentation applications and databases. This course also offered as CIS 101.

Equate: CIT 101 at SBVC

Effective: **Fall 2017**

Rationale: Six-year revision; adding Distance Education component

COURSE ID	COURSE TITLE
CIS 101	Introduction to Computer and Information Technology

DEPARTMENTAL RECOMMENDATION: Successful completion of CIS 091

CATALOG DESCRIPTION: Introduction to computer and information technology, including the history, terminology, computer hardware and software components, operation of computer systems, networking, ethics, security, examination of information systems and their role in business. Includes an overview and use of selected software including operating systems, word processors, spreadsheets, presentation applications, database management systems, and basic web design and programming. Discussion of the impact of computers in society and the workplace. This course is also offered as BUSAD 230.

SCHEDULE DESCRIPTION: Introduction to computer and information technology. Examination of information systems and their role in business. Includes an overview and the use of computer software including word processing, spreadsheets, presentation applications and databases. This course also offered as BUSAD 230.

Equate: CIT 101 at SBVC

Effective: Fall 2017

Rationale: Six-year revision; adding Distance Education component

COURSE ID	COURSE TITLE
RESP 051	Cardiopulmonary Resuscitation: Basic Life Support Healthcare Provider

Equate: Course does not equate with SBVC. Course is not offered at SBVC.

Effective: Fall 2017

Rationale: Six-year revision

COURSE ID	COURSE TITLE
RESP 130	Fundamentals of Respiratory Care I

CATALOG DESCRIPTION: Correct the spelling: "electrolytes." Last word in the sentence.

Equate: Course does not equate with SBVC. Course is not offered at SBVC.

Effective: Fall 2017

Rationale: Six-year revision

COURSE ID	COURSE TITLE
RESP 131	Fundamentals of Respiratory Care Skills I

MINIMUM SEMESTER HOURS

LECTURE: 132

LAB: 132

CATALOG DESCRIPTION: The word "medical" should not be capitalized in the second sentence.

Equate: Course does not equate with SBVC. Course is not offered at SBVC.

Effective: Fall 2017

Rationale: Six-year revision; correction of hours

COURSE ID	COURSE TITLE
RESP 135	Fundamentals of Respiratory Care II

PREREQUISITES: RESP 130, RESP 131, RESP 132, RESP 133

Equate: Course does not equate with SBVC. Course is not offered at SBVC.

Effective: Fall 2017

Rationale: Six-year revision

COURSE ID	COURSE TITLE
RESP 136	Fundamentals of Respiratory Care Skills II

PREREQUISITES: RESP 130, RESP 131, RESP 132, RESP 133

SEMESTER UNITS: 5.5

MINIMUM SEMESTER HOURS

LECTURE: 64

LAB: 72

Equate: Course does not equate with SBVC. Course is not offered at SBVC.

Effective: Fall 2017

Rationale: Six-year revision; correction of hours

COURSE ID	COURSE TITLE
RESP 138	Clinical Medicine I

PREREQUISITES: RESP 130, RESP 131, RESP 132, RESP 133

Equate: Course does not equate with SBVC. Course is not offered at SBVC.

Effective: Fall 2017

Rationale: Six-year revision

COURSE ID	COURSE TITLE
RESP 238	Entry Level and Advanced Practitioner Examinations: Review and Seminar

PREREQUISITES: RESP 230, RESP 231, RESP 232, RESP 233

Equate: Course does not equate with SBVC. Course is not offered at SBVC.

Effective: Fall 2017

Rationale: Six-year revision

DISTRIBUTED EDUCATION

COURSE ID	DISTRIBUTED EDUCATION FORMAT
BUSAD 230	100% Online and Hybrid
CIS 101	100% Online and Hybrid

Effective: Fall 2017

Rationale: To increase Distributed Education offerings.

Curriculum Meeting: 12/12/16 (partial)

Conjoint Meeting: 01/23/17

Board of Trustees Meeting: 02/9/17

4 of 4

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: February 9, 2017
SUBJECT: Consideration of Acceptance of Employee Retirement

RECOMMENDATION

It is recommended that the Board of Trustees accept the retirement of Julius Jackson, Instructor, Philosophy/Religious Studies, SBVC, retired effective December 31, 2016, after 29 years of service to the District. Last day of employment was December 31, 2016.

ANALYSIS

The employee's retirement correspondence was received and accepted by the Human Resources Department.

BOARD IMPERATIVE

None.

FINANCIAL IMPLICATIONS

None.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Dr. Wei Zhou, President, CHC
Diana Rodriguez, President, SBVC

DATE: February 9, 2017

SUBJECT: Consideration of Approval of Adjunct and Substitute Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the employment of adjunct and substitute academic employees as needed for the 2016-2017 academic year.

OVERVIEW

The following list of adjunct and substitute academic employees is submitted for approval of employment.

ANALYSIS

Part-time academic employees selected from the established pool are offered individual contracts on a semester-by-semester basis. Adjunct employees not assigned will remain in the pool for future consideration during the 2016-2017 academic year. All requirements for employment processing have been completed and Human Resources has cleared the individual(s) for employment.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2016-2017 budget.

Adjunct & Substitute Academic Employees
February 9, 2017

Crafton Hills College

<u>NAME</u>	<u>DISCIPLINE</u>
Batarseh, Fadi	Engineering
Brown, Joshua	Music
De La Rosa, Daniel	Accounting
Keissieh, Claude	Engineering
Marin, Yazmin	American Sign Language
Nguyen, ThuVan	Developmental Studies Specialist, Tutoring Center
Shedd, Dana	Tutoring Center
Sween, Kristopher	Music

San Bernardino Valley College

<u>NAME</u>	<u>DISCIPLINE</u>
Azzou, Hamid Ait Kaci	Computer Information Technology
Botros, Amir	Math
Cantrell, Joyce	Culinary Arts
Gabriel, Richard	Culinary Arts
Harris, Christine	Psychiatric Technology
Harter, Matthew	Biology
Hassanzadah, Ali	Math
Hearon, Sean	Math
Hughes-Curtis, Lindsay Rae	Child Development
Johnson, Stephen	Math
Majid, May	Math
Penniman, Walter Lawrence	Psychiatric Technology
Ramirez, Jessica	Math
Sarenana, Chris	Architecture
Souza, Gwendolyn	Math
Vara, Richard	Nursing

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Appointment of District Employee

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointment and management contract of Richard Galope, Associate Vice Chancellor, Economic Development & Corporate Training, District, effective February 10, 2017, at Management Salary Range 25, Step C, \$162,750.18 annually. Replacing Matthew Isaac. Funding Source is EDCT General Funds.

ANALYSIS

All requirements for employment processing have been completed and Human Resources has cleared the individual(s) for employment.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2016-2017 budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Diana Rodriguez, President, SBVC
DATE: February 9, 2017
SUBJECT: Consideration of Approval of District Volunteers

RECOMMENDATION

It is recommended that the Board of Trustees approve District volunteers.

OVERVIEW

The individuals on the following list have volunteered their services and acknowledge that they will not receive payment of any kind for services performed.

ANALYSIS

Assignments performed by volunteers will not take away responsibilities or duties of regular academic or classified employees.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

None.

District Volunteers
February 9, 2017

San Bernardino Valley College

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>DATE</u>
Alvarez, Antonio	Student Services/DSPS	02/10/2017-06/30/2017
Antwine, Brandon	Student Services/DSPS	02/10/2017-06/30/2017
Beauvais, Alford	A&H/Art Department	02/10/2017-05/31/2017
Campos, Margarita	Student Services/DSPS	02/10/2017-06/30/2017
Colquette, Renee	Student Services/DSPS	02/10/2017-06/30/2017
Crabtree, Amanda	Student Services/DSPS	02/10/2017-06/30/2017
Frank, Beatriz	A&H/Art Department	02/10/2017-05/31/2017
Fuentes, Graciela	Student Services/DSPS	02/10/2017-06/30/2017
Garcia, Tabytha	Student Services/DSPS	02/10/2017-06/30/2017
Hempel, Amy	Science/Biology	02/13/2017-06/30/2017
Hua, Henry	Office of Instruction/Instruction Office	02/10/2017-06/30/2017
Hunt, Ezra	A&H/Art Department	02/10/2017-05/31/2017
Livoni, Cathy	A&H/Art Department	02/10/2017-05/31/2017
McDowell, Laura	Student Services/DSPS	02/10/2017-06/30/2017
Mondorf, Lisa	Student Services/DSPS	02/10/2017-06/30/2017
Ohayon, Jonathan	A&H/Art Department	02/10/2017-05/31/2017
Rashidi, Bilqis	Student Services/DSPS	02/10/2017-06/30/2017
Robbins, Natasha	Student Services/DSPS	02/10/2017-06/30/2017
Rosales, Juan	Student Services/DSPS	02/10/2017-06/30/2017
Taylor, David	A&H/Art Department	02/10/2017-05/31/2017
Tye, Nicole	A&H/Art Department	02/10/2017-05/31/2017
Vara, Alisha	Student Services/Student Health Services	02/10/2017-06/30/2017
Wellington, Jillian	Student Services/DSPS	02/10/2017-06/30/2017

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Employment Rescission

RECOMMENDATION

It is recommended that the Board of Trustees rescind the employment of Darryl Swarm, Library Coordinator, CHC, effective January 3, 2017.

ANALYSIS

On December 8, 2016, the Board of Trustees approved the employment of Mr. Swarm. Mr. Swarm has withdrawn his acceptance of employment.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

No impact to budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Interim Management Appointments

RECOMMENDATION

It is recommended that the Board of Trustees approve Susanne Mata, Interim Director, Workforce Development, DSN, EDCT, at Management Salary Schedule Range 15, Step A, \$7,552.95 per month, effective January 20, 2017, through June 30, 2017, or until position is filled on a permanent basis, whichever occurs first. Replacing Alan Braggins. Funding Source EDCT General Fund.

Stephanie Briggs, Interim Dean, Mathematics, Business and Computer Technology Division, SBVC, Management Salary Schedule Range 19, Step B, \$115,666.36 annually, effective January 9, 2017, through June 30, 2017, or until position is filled on a permanent basis, whichever occurs first. Replacing Henry Hua. Funding Source is SBVC General Fund.

ANALYSIS

It is necessary to appoint an individual to serve on an interim basis until the position is filled permanently.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2016-2017 budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Bruce Baron, Chancellor
Dr. Wei Zhou, President, CHC
Diana Rodriguez, President, SBVC

DATE: February 9, 2017

SUBJECT: Consideration of Approval of Non-Instructional Pay for Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve non-instructional pay for academic employees.

OVERVIEW

The following list of employees is submitted for approval.

ANALYSIS

Non-instructional pay, at \$49.00 per hour, is requested on a periodic basis to assist departments with various research, projects, committee work, or events on campus or in the community.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2016-2017 budget.

Non-Instructional Pay
February 9, 2017

Crafton Hills College

Allen, Denise, Overload assignment for Academic Senate President, 01/17/2017* through 05/26/2017, not to exceed 294 hours. Funding source is Academic Senate General Funds.

Gimple, Tina Marie, Assist with Professional Development, 12/17/2016* through 01/10/2017, not to exceed 8 hours. Funding source is Instruction Office General Funds.

Menchaca, Patricia, Overload assignment for Academic Senate Vice President, 01/17/2017* through 05/26/2017, not to exceed 126 hours. Funding source is Academic Senate General Funds.

San Bernardino Valley College

Caldwell-Betties, Melita, to coordinate and successfully implement the objectives of the National Science Foundation Advanced Technological Education Grant as the Project Lead Faculty and to complete and submit the necessary financial and performance reports required by the grantor and development of the website, 5/21/16* to 7/17/16, not to exceed 20 hours. Funding source is the National Science Foundation Advanced Technological Education Grant.

Corrales, Athena, will present nursing workshops for students, develop remediation strategies for nursing students, and provide general counseling for pre and current nursing students, 1/4/17* to 6/30/17, not to exceed 350 hours. Funding source is the Nursing Enrollment and Growth Grant.

Seraj, Robyn, to work with the Pharmacy Technology program for outreach and to align the program with accreditation standards, 2/10/17 to 6/30/17, not to exceed 240 hours. Funding source is the Pharmacy Technology General Fund.

District

Lillard, Sheri, 6.5 hours of non-instructional pay on 1/10/17* and 1/11/17, for screening committee work outside of work calendar. Funding source is Human Resources General Funds.

Breanna Andrews, 8 hours of non-instructional pay on January 10, 2017*, for screening committee work outside of work calendar. Funding source is Human Resources General Funds.

*Necessary paperwork not completed timely

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Participation in the Study Abroad Program

RECOMMENDATION

It is recommended that the Board of Trustees approve Jeffrey M. Schmidt's participation in the Study Abroad program during the Spring 2017 semester.

OVERVIEW

Jeffrey Schmidt, Instructor, Spanish, CHC, was selected by the Southern California Foothills consortium for the Study Abroad Program as a faculty member for the Spring 2017 semester in Barcelona, Spain.

ANALYSIS

Crafton Hills College is a participant in the Southern California Foothills Consortium for Study Abroad. The Consortium was formed for the purpose of choosing students and instructors to study abroad and provides a valuable opportunity for faculty development.

BOARD IMPERATIVE

II. Learning-Centered Institution for Student Access, Retention and Success.

FINANCIAL IMPLICATIONS

No budget implications.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Placement of Classified Employee on the 39-Month Reemployment List

RECOMMENDATION

It is recommended that the Board of Trustees approve the placement of Earnest Higgins, Custodian, District, placement on the 39-Month Reemployment list effective February 10, 2017.

ANALYSIS

The classified employee has exhausted all available leaves of absence in accordance with CSEA/SBCCD Agreement Article 14.5.4. Therefore, it is necessary to place him on the 39-month reemployment list.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

None.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Professional Expert, Short-Term, and Substitute Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the employment of Professional Expert, Short-Term, and Substitute Employees.

OVERVIEW

The following list of Professional Expert, Short-Term, and Substitute Employees is submitted for approval and is certified to be in accordance with California Education Code section 88003.

ANALYSIS

California Education Code section 88003 outlines the criterion for hiring an employee on a temporary basis. A district must employ a temporary employee for less than 75% of the college year. 75% of the college year amounts to 195 working days.

Professional Expert: California Education Code allows districts to go outside the classified service when the scope of work is discrete and temporary and requires expertise not available within the classified service. Requesting departments certify by defining the project identifying an end date for the project, and continued employment is contingent on continued demand and/or funding.

Short-Term: California Education Code 88003 allows districts to employ on a temporary basis, to perform a service for the district. Short-Term employees upon completion of the service, or similar services, will not be extended or needed on a continuous basis.

Substitute: California Education Code 88003 allows districts to employ substitute employees to replace a classified employee temporarily absent from duty, or if the district is recruiting to hire a vacant position.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2016-17 budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT						
Professional Expert Hourly Employees						
February 9, 2017						
Name	Department	Site	Duties	Start Date	End Date	Hourly Rate
Adam Alkaddumi	Public Safety & Emergency Services	CHC	Lab Inst/Primary Inst/EMS Specialist	2/13/17	6/30/17	\$20.00/ \$25.00/ \$30.00
Jeremy Hernandez	Public Safety & Emergency Services	CHC	Lab Inst/Primary Inst/EMS Specialist	2/10/17	6/30/17	\$20.00/ \$25.00/ \$30.00
Jesse Aramburo	Public Safety & Emergency Services	CHC	Lab Inst/Primary Inst/EMS Specialist	2/13/17	6/30/17	\$20.00/ \$25.00/ \$30.00
Margarita Suruy	Respiratory Care Department	CHC	Respiratory Care Clinical	2/10/17	6/30/17	\$40.00
Kimberly Ramirez	Professional Development Center	DIST	Workforce Development /PDC Trainer	2/10/17	6/30/17	\$18.00
Marybeth Arnold	Professional Development Center	DIST	Workforce Development /PDC Trainer	2/10/17	6/30/17	\$50.00
Brittany Sysawang	Professional Development Center	DIST	Workforce Development /PDC Trainer	2/10/17	6/30/17	\$20.00
Richardo Reilova	Professional Development Center	DIST	Workforce Development /PDC Trainer	2/10/17	6/30/17	\$50.00
Neil Peterson	Applied Technology, Transportation & Culinary Arts Division/Automotive	SBVC	Program Assistant	2/10/17	5/25/17	\$20.00
Lindsay Stewart	Student Success Center	SBVC	Tutor II	1/19/17*	6/30/17	\$12.00
Luis Diaz	Student Success Center	SBVC	Tutor II	2/10/17	6/30/17	\$12.00
Gilberto Galvez	Student Success Center	SBVC	Tutor III	2/10/17	6/30/17	\$14.00
Peter Hannalla	Tutor II	SBVC	Tutor II	2/10/17	6/30/17	\$12.00
*Paperwork not submitted timely						

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT						
Short-Term Hourly Employees						
February 9, 2017						
Name	Department	Site	Duties	Start Date	End Date	Hourly Rate
David Martin	Art	CHC	Model (undraped)	1/20/17*	5/24/17	\$16.00
Paige Jablonshi-Deniger	Art	CHC	Model (undraped)	1/20/17*	5/24/17	\$16.00
Wendy Arnott	Art	CHC	Model (undraped)	1/20/17*	5/24/17	\$16.00
Andrea Chang	RTVF	DIST	Intern I	2/10/17	6/30/17	\$11.00
Kelly Ballon	RTVF	DIST	Intern I	2/10/17	6/30/17	\$11.00
Rodney Flowers	RTVF	DIST	Intern I	2/10/17	6/30/17	\$11.00
*Paperwork not submitted timely						

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT							
Substitute Employees							
February 9, 2017							
Name	Department	Site	Duties	Start Date	End Date	Hourly Rate	Justification
Paige A Dulay	Allied Health - Respiratory Care	CHC	Secretary II	1/3/17	3/2/17	\$18.41	New: Coverage for vacancy in recruitment
Bell, Eva M	Counseling	CHC	Student Services Technician II	12/01/16	2/1/17	\$18.86	Ext: Vacancy. In Recruitment
Diana Pineda	OIERP	CHC	Research Assistant	2/5/2017	4/5/17	\$25.39	Ext: Vacancy in recruitment
Jasmine Simonian	Admissions & Records	CHC	Admissions & Records Technician	1/2/17	2/28/17	\$17.97	Ext: Coverage for employee working out of class
Rosa Lopez	Facilities Planning & Construction	DIST	Custodian	10/16/16	12/16/16	\$17.52	Ext: On Call vacancy in active recruitment/sick/vacation coverage.

Rosa Lopez	Facilities Planning & Construction	DIST	Custodian	12/16/16	2/16/17	\$17.52	Ext: On Call vacancy in active recruitment/sick/vacation coverage.
Dwayne Powderwill	Facilities Planning & Construction	DIST	Custodian	10/10/16	12/10/16	\$15.87	Ext: On Call vacancy in active recruitment/sick/vacation coverage.
Dwayne Powderwell	Facilities Planning & Construction	DIST	Custodian	12/10/16	2/20/17	\$15.87	Ext: On Call vacancy in active recruitment/sick/vacation coverage.
Ryan Gruenwald	Custodial	SBVC	Custodian	1/8/17	3/8/17	\$15.87	Ext: On Call vacancy in active recruitment/sick/vacation coverage.
Jamie Chavez	Custodial	SBVC	Custodian	1/14/17	3/14/17	\$15.87	Ext: On Call vacancy in active recruitment/sick/vacation coverage.
Uvaldo Sifuentes	Campus Technology Services	SBVC	Technology Support Specialist II	1/28/17	3/28/17	\$28.01	Ext: Vacancy in Recruitment
Yesenia Arrellano	Child Development Center	SBVC	Child Development Assistant	1/17/17	3/17/17	\$13.35	New: On Call for sick/vacation coverage.
Martha Morales	Child Development Center	SBVC	Child Development Assistant	12/28/16	2/27/17	\$13.35	Ext: On Call for sick/vacation coverage.
Rebecka Carlin	Child Development Center	SBVC	Child Development Teacher	12/28/16	2/27/17	\$19.21	Extension: On Call for sick/vacation coverage.

Rebecca Reynolds	Child Development Center	SBVC	CDC Teacher	12/28/16	2/27/17	\$19.21	Ext: On Call vacancy in active recruitment/sick/vacation coverage.
Robles, Sandra	Chemistry	SBVC	Lab Tech	1/17/17	3/17/17	\$20.82	Ext: On Call vacancy in active recruitment/sick/vacation coverage.
Andrew Sanchez	Financial Aid	SBVC	Clerical Assistant II	2/6/17	4/6/17	\$15.11	Ext: On Call vacancy in active recruitment/sick/vacation coverage.
Brewer III, Leon	Maintenance & Operations	SBVC	Custodian	2/27/17	4/27/17	\$15.87	Ext: On Call vacancy in active recruitment/sick/vacation coverage.
Edward Chavez	Maintenance & Operations	SBVC	Custodian	2/27/17	4/27/17	\$15.87	Extension: On Call vacancy in active recruitment/sick/vacation coverage.
Jamie Chavez	Custodial	SBVC	Custodian	3/15/17	5/15/17	\$15.87	Extension: On Call vacancy in active recruitment/sick/vacation coverage.
David Chi	Custodial	SBVC	Custodian	2/27/17	4/27/17	\$15.87	Extension: On Call vacancy in active recruitment/sick/vacation coverage.

Chow-Torres, Michelle	Financial Aid	SBVC	Clerical Assistant II	2/24/17	4/24/17	15.11	Extension: On Call vacancy in active recruitment/sick/vacation coverage.
Mulgado, Irene	Custodial	SBVC	Custodian	2/27/17	4/27/17	\$15.87	Extension: On Call vacancy in active recruitment/sick/vacation coverage.
Nava, Jonathan	Maintenance & Operations	SBVC	Custodian	2/27/17	4/27/17	\$15.87	Extension: On Call vacancy in active recruitment/sick/vacation coverage.
Ritchie, Ernest	Custodial	SBVC	Custodian	2/27/17	4/27/17	\$15.87	Extension: On Call vacancy in active recruitment/sick/vacation coverage.
Brian Romo	Bookstore	SBVC	Customer Service Asst.	2/19/17	4/17/17	\$13.03	Extension: On Call vacancy in active recruitment/sick/vacation coverage.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Diana Rodriguez, President, SBVC
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Stipends

RECOMMENDATION

It is recommended that the Board of Trustees approve stipends for the 2016-2017 academic year.

OVERVIEW

Assistant Coaches

Waters, Gary	Baseball	\$2,000.00 annually
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Faculty Chair

Lopez, Leonard	Philosophy, Religious Studies	\$5,000.00 annually
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On July 14, 2016. The board approved Julius Jackson and Leonard Lopez as co-faculty chairs of the Philosophy/Religious Studies Department during the Fall 2016 semester of the 2016-2017 Academic Year, and split the annual \$5,000 stipend. Julius Jackson retired effective December 31, 2016. Leonard Lopez will continue on as sole faculty chair for the spring 2017 semester.

ANALYSIS

Stipends for Coaches are based on the agreement between SBCCD and the SBCCD Chapter CTA/NEA, Appendix A-3. Stipends for Faculty Chairs are based on the agreement between SBCCD and the SBCCD Chapter CTA/NEA, Appendix A-4. Stipends for Coordinators are based on the agreement between SBCCD and the SBCCD Chapter CTA/NEA, A-5.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

Included in the 2016 - 2017 budget

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Bruce Baron, Chancellor

DATE: February 9, 2017

SUBJECT: Consideration of Granting an Unpaid Leave of Absence for Academic Employee

RECOMMENDATION

It is recommended that the Board of Trustees consider granting an unpaid leave of absence for Lori Blecka, Instructor, Mathematics, SBVC.

OVERVIEW

Lori Blecka, Instructor, Mathematics, SBVC, leave of absence without pay effective March 7, 2017, through August 7, 2017.

ANALYSIS

Due to personal reasons, Ms. Blecka is requesting an unpaid leave of absence pursuant to Education Code 87765.

BOARD IMPERATIVE

III - Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2016-2017 budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Prioritized Board Directives for the 2017-18 Budget

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached Board Directives for the 2017-18 budget.

OVERVIEW

District Administrative Procedure 6200, Budget Preparation, calls for the Board of Trustees to give initial direction concerning the distribution of resources for the 2017-18 budget by February 2017. This includes setting the level of contingencies and other reserves, making any changes in the District's mission, and determining the amount of resources available in the District for allocation to the colleges.

ANALYSIS

The attached directives were developed and reviewed by the Board of Trustees Standing Budget committee and reflect the suggested changes from last year's directives. They are now being submitted for formal approval.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

This board item has no financial implications.

Prioritized Board Directives for the 2017-18 Budget *(Submitted for approval February 9, 2017)*

- 1) Balance the 2017-18 budget without the use of the Fund Balance with the exception of expenses related to the 2017 Early Retirement Incentive Plan and bargaining agreements.
- 2) As adopted in the District Strategic Plan, allocate funding through the resource allocation model to pursue improvement in a) student success, by continuing funding for student success programs at both colleges; and b) student access, including growth at SBVC to maintain at least 10,500 FTES and continuing growth at CHC to reach 5,000 FTES.
- 3) Maintain a minimum Fund Balance level of 12% (state minimum is 5%), unless Fund Balance is utilized for specially identified “one-time” needs as authorized by the Board of Trustees. *(“One-time” is defined as an expenditure that has no ongoing commitment. While “one-time” needs may be repeated in future years, the nature of the expenditure must conform to the definition.)*
- 4) Develop strategy to increase availability of funds to support the new facilities and student support services at both colleges.
- 5) Allocate funding through the resource allocation model to provide for safe, energy efficient, clean, and well-maintained facilities that contribute to student success.
- 6) As funding becomes available, replenish the Fund Balance level to 15% within the next two years from one-time state funding.
- 7) Funding for any new positions must be approved through the process of program review or any other prioritization process as established at the colleges and district offices.
- 8) Replace all faculty retirements to meet Fifty Percent Law requirement.
- 9) Honor collective bargaining agreements.
- 10) Continue toward the sustainability of KVCR.

Prioritized Board Directives for the ~~2016-17~~2017-18 Budget

(Submitted for approval ~~May 26, 2016~~ February 9, 2017)

- 1) Balance the ~~2016-17~~2017-18 budget without the use of the Fund Balance with the exception of expenses related to the ~~2016-17~~2017 Early Retirement Incentive Plan and bargaining agreements.
- 2) As adopted in the District Strategic Plan, allocate funding through the resource allocation model to pursue improvement in a) student success, by continuing funding for student success programs at both colleges; and b) :-
- ~~3) As adopted in the District Strategic Plan, allocate funding through the resource allocation model to pursue improvement in student access, including :- This includes~~ growth at SBVC to maintain at least 10,500 FTES and continuing growth at CHC to reach 5,000 FTES.
- ~~4)~~3) Maintain a minimum Fund Balance level of 12% (state minimum is 5%), unless Fund Balance is utilized for specially identified “one-time” needs as authorized by the Board of Trustees. (*“One-time” is defined as an expenditure that has no ongoing commitment. While “one-time” needs may be repeated in future years, the nature of the expenditure must conform to the definition.*)
- 4) Develop strategy to increase availability of funds to support the new facilities and student support services at both colleges.
- ~~4)~~5) Allocate funding through the resource allocation model to provide for safe, energy efficient, clean, and well-maintained facilities that contribute to student success.
- ~~5)~~6) As funding becomes available, replenish the Fund Balance level to 15% within the next ~~three~~ two years from one-time state funding.
- 7) Funding for aAny new positions must be approved through the process of program review or any other prioritization process as established at the colleges and district offices.
- 8) Replace all faculty retirements to meet Fifty Percent Law requirement.
- 9) Honor collective bargaining agreements.
- ~~6)~~10) Continue toward the sustainability of KVCR.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Steven J. Sutorus, Business Manager
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Professional Services Contracts/Agreements

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached list of Professional Services contracts/agreements.

OVERVIEW

In accordance with Board Policy 6340 and Administrative Procedure 6340, Section A, Sub-section 3, the attached list of contracts for Professional Services, Consultants and Legal Services is submitted for approval.

ANALYSIS

The attached list of contracts, agreements and their associated purchase orders are for fiscal audits, legal services, consultants and other professional services that are needed by the District. Unless otherwise noted the amount shown for multi-year agreements is the projected total amount for the full contract period. Any changes to these amounts will be submitted for board ratification and/or approval.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The contracts/agreements on the attached list are budgeted for via purchase orders.

Contracts for Approval

Scheduled Board Date 2/9/2017

Contract Type

<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
Legal				
Bennet & Bennet, LLC	(13902) Legal services for KVCR Spectrum Auction project: This is to approve an increase not to exceed by \$100,000; This cost is to be reimbursed once the sale is complete Term: 10/1/2016 - 9/30/2017 Funding Source: General Funds	TV/KVCR	\$250,000.00	SSutorus

SubTotal for Legal: 1

Professional Services

Citadel Environmental Services, Inc.	(14551) Environmental Health and Safety Compliance Services - Hazardous Spill Response Module Development for the PureSafety training database Term: 12/27/2016 - 6/30/2017 Funding Source: General Funds	Safety/SBCCD	\$1,470.00	SSutorus
Citadel Environmental Services, Inc.	(14552) Environmental Health and Safety Compliance Services - Hazardous Waste Manifest Signer Module Development for the PureSafety training database Term: 12/27/2016 - 6/30/2017 Funding Source: General Funds	Safety/SBCCD	\$1,470.00	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
Citadel Environmental Services, Inc.	(14550) Environmental Health and Safety Compliance Services - Sewer Management Plan Slides and Module Development for the PureSafety training database Term: 12/27/2016 - 6/30/2017 Funding Source: General Funds	Safety/SBCCD	\$3,419.00	SSutorus
Citadel Environmental Services, Inc.	(14571) Sewer management plan consultation at a rate of \$145.00 per hour Term: 1/1/2017 - 6/30/2017 Funding Source: General Funds	Safety/SBCCD	\$1,450.00	SSutorus

SubTotal for Professional Services: 4

Grand Total Contracts for Board Date 2/9/2017: 5

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Steven J. Sutorus, Business Manager
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Purchase Order Report

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached list of purchase orders.

OVERVIEW

Education Code 81656 provides that all transactions entered into by an authorized officer shall be reviewed by the Board every 60 days. All Purchase Orders have been issued in accordance with the District's policies and procedures by an authorized officer of the District.

ANALYSIS

Purchase Orders between the ranges of 173220 - 173660 are attached for approval, except those approved through the contract agenda items. Purchase Orders are detailed by number, vendor, purpose, and amount.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in the 2016/2017 budget.

173320	US BANK CORPORATE PMT SYSTEMS	Classroom Textbooks	452.21
173223	HSACCC	Conference	375
173224	AKERS, ELAINE	Conference	460
173231	MATA, SUSANNE	Conference	1,080.00
173232	SERAJ, ROBYN	Conference	1,207.54
173236	SHABAZZ, RICKY	Conference	300
173262	BOARD OF GOVERNORS	Conference	300
173263	DIXON, KAREN	Conference	896.78
173264	CHAVIRA, REJOICE C	Conference	303.31
173265	RODRIGUEZ, ANGEL	Conference	500
173271	YARBROUGH, KAY DEE	Conference	169
173272	BABER, CORRINA	Conference	169
173274	CCCCSSAA	Conference	495
173285	US BANK CORPORATE PMT SYSTEMS	Conference	1,174.00
173299	HISPANIC ASSOCIATION	Conference	175
173309	HUSTON, CELIA	Conference	236.18
173336	ZINN, WENDY	Conference	590
173341	RIVERSIDE COUNTY FIRE DEPT	Conference	1,000.00
173342	GREEN, LAURIE	Conference	157.13
173343	US BANK CORPORATE PMT SYSTEMS	Conference	2,350.60
173344	AYCOCK, LARRY	Conference	498.18
173345	MARRIOTT WARDMAN PARK HOTEL	Conference	6,572.30
173347	CACCRAO	Conference	590
173350	US BANK CORPORATE PMT SYSTEMS	Conference	336.14
173352	SOUTH CAROLINA, UNIVERSITY OF	Conference	680
173384	ZINN, WENDY	Conference	995
173387	ALLEN, TAMMY	Conference	1,221.00
173388	MILLIGAN, JOSHUA	Conference	2,065.00
173389	JOHNSON, WALLACE	Conference	1,535.00
173390	JOHNSON, HEATHER	Conference	1,336.00
173391	GILES, KEENAN	Conference	200
173392	BURTON, CHARLES	Conference	100
173393	MAYNE, MICHAEL	Conference	50
173394	FULGHAM, ABE	Conference	200
173395	WILLIAMS, CHRISTOPHER	Conference	200
173396	LUKE, CRAIG	Conference	300
173397	LOPEZ, ALMA	Conference	1,978.00
173398	SMITH, JAMES E.	Conference	100
173399	US BANK CORPORATE PMT SYSTEMS	Conference	1,550.00
173400	ROSSY, MELISSA	Conference	1,550.00
173401	KHADJENOURY, SAHAR	Conference	1,550.00
173403	MEXICAN CULTURAL CENTER OF	Conference	500
173412	HEILGEIST, KRISTINA	Conference	185.28
173414	THORNTON, CARLA	Conference	989.97
173416	RUSH, STEVE	Conference	995.16
173423	O'SHAUGHNESSY, VONDA	Conference	1,182.60
173426	DE LA PENA, SUSANA	Conference	233

173428	BARRIE, TRINETTE	Conference	87.59
173429	DIAL, TROY LYNN	Conference	79.42
173438	US BANK CORPORATE PMT SYSTEMS	Conference	1,550.00
173439	LEE, YVETTE	Conference	1,433.00
173440	JEFFERSON, KIMBERLY	Conference	1,221.00
173441	JOSHUA, JUDITH	Conference	1,305.00
173442	CACCRAO	Conference	295
173444	RODRIGUEZ, MARIA DEL CARMEN	Conference	10.22
173445	LEADERSHIP SAN BERNARDINO	Conference	550
173446	FOUNDATION FOR CALIFORNIA COMM	Conference	500
173447	REYES, FRANK	Conference	1,000.00
173448	BLACKSHER, ANTHONY	Conference	2,279.00
173449	SMITH, JAMES	Conference	2,279.00
173453	WORD, DANIEL	Conference	325
173465	HISPANIC ASSOCIATION	Conference	175
173473	ELLUCIAN	Conference	1,150.00
173474	ELLUCIAN	Conference	995
173475	AQUINO, MICHAEL	Conference	1,967.00
173476	US BANK CORPORATE PMT SYSTEMS	Conference	2,788.00
173477	US BANK CORPORATE PMT SYSTEMS	Conference	1,888.00
173478	KUCK, GLEN	Conference	500
173486	US BANK CORPORATE PMT SYSTEMS	Conference	523.11
173487	HUA, HENRY	Conference	69.56
173491	ACADEMIC SENATE, THE	Conference	530
173492	ALLEN, DENISE	Conference	1,460.00
173493	ACADEMIC SENATE, THE	Conference	1,060.00
173494	MCCONNELL, MARK	Conference	1,460.00
173495	MENCHACA, PATRICIA	Conference	1,460.00
173498	STRONG, LAWRENCE	Conference	270
173499	US BANK CORPORATE PMT SYSTEMS	Conference	175
173500	ZHOU, WEI	Conference	720
173502	ZHOU, WEI	Conference	60
173503	WARREN-MARLATT, REBECCA	Conference	60
173512	AGAH, HUSSAIN	Conference	24
173523	AGAH, HUSSAIN	Conference	43
173527	WINGSON, KIMBERLY	Conference	120
173528	WINGSON, KIMBERLY	Conference	94
173531	US BANK CORPORATE PMT SYSTEMS	Conference	400
173533	US BANK CORPORATE PMT SYSTEMS	Conference	850
173536	US BANK CORPORATE PMT SYSTEMS	Conference	261.41
173537	US BANK CORPORATE PMT SYSTEMS	Conference	367
173539	US BANK CORPORATE PMT SYSTEMS	Conference	73
173540	US BANK CORPORATE PMT SYSTEMS	Conference	640.4
173542	US BANK CORPORATE PMT SYSTEMS	Conference	175
173543	US BANK CORPORATE PMT SYSTEMS	Conference	1,200.00
173544	US BANK CORPORATE PMT SYSTEMS	Conference	460
173545	US BANK CORPORATE PMT SYSTEMS	Conference	4,200.00

173546	US BANK CORPORATE PMT SYSTEMS	Conference	4,200.00
173547	URIBE, REYNA	Conference	163
173554	SOGOMONIAN, NORI	Conference	750
173557	SHABAZZ, RICKY	Conference	90
173558	SHABAZZ, RICKY	Conference	109.16
173559	SHABAZZ, RICKY	Conference	79.24
173560	SHABAZZ, RICKY	Conference	220.41
173561	SHABAZZ, RICKY	Conference	70
173562	SHABAZZ, RICKY	Conference	200
173575	NATIONAL ASSOCIATION OF	Conference	149
173578	HUERTA, CINDY	Conference	2,986.00
173579	HUERTA, CINDY	Conference	118
173582	GLAZATOV, TRELISA	Conference	40
173585	DULGEROFF, JAMES	Conference	750
173587	COMMUNITY COLLEGE LEAGUE	Conference	500
173604	PMA CONFERENCE MANAGEMENT	Conference	2,195.00
173605	OPRIS, IOSIF	Conference	918.33
173607	US BANK CORPORATE PMT SYSTEMS	Conference	26.5
173619	KHADJENOURY, SAHAR	Conference	4,200.00
173621	INLAND EMPIRE CONCERNED	Conference	25
173622	SAN BERNARDINO COUNTY SHERIFFS	Conference	300
173624	INLAND EMPIRE ECONOMIC	Conference	155.74
173625	US BANK CORPORATE PMT SYSTEMS	Conference	64
173626	US BANK CORPORATE PMT SYSTEMS	Conference	1,790.00
173628	HUERTA, CINDY	Conference	2,195.00
173629	HUERTA, CINDY	Conference	2,986.00
173633	US BANK CORPORATE PMT SYSTEMS	Conference	150
173643	GOMEZ, LAURA	Conference	2,450.00
173654	US BANK CORPORATE PMT SYSTEMS	Conference	282
173655	US BANK CORPORATE PMT SYSTEMS	Conference	360
173656	US BANK CORPORATE PMT SYSTEMS	Conference	64
173657	RODRIGUEZ, DIANA	Conference	31.03
173351	GOVERNMENT FINANCE OFFICERS	Dues & Memberships	500
173405	BUTTE GLENN COMM COLL DIST	Dues & Memberships	500
173427	RIALTO CHAMBER OF COMMERCE	Dues & Memberships	200
173506	SKILLSUSA INC	Dues & Memberships	1,060.00
173541	US BANK CORPORATE PMT SYSTEMS	Dues & Memberships	1,200.00
173555	SOCIETY FOR HUMAN RESOURCE	Dues & Memberships	199
173556	SOCIETY FOR HUMAN RESOURCE	Dues & Memberships	199
173602	HACU MEMBERSHIP	Dues & Memberships	2,937.50
173248	SNAP-ON INDUSTRIAL	Equipment	2,651.34
173249	ACCESS ELECTRIC SUPPLY	Equipment	18,299.68
173252	US BANK CORPORATE PMT SYSTEMS	Equipment	1,049.98
173257	TEQUIPMENT	Equipment	6,856.17
173270	DIGITAL BUYER	Equipment	4,104.60
173289	VWR INTERNATIONAL LLC	Equipment	822.77
173292	GOLF CARS OF RIVERSIDE	Equipment	13,154.83

173294	AWESOME BLINDS & SHUTTERS INC	Equipment	611.04
173301	PACIFIC STAINLESS	Equipment	889.32
173303	AIRCRAFT SPRUCE & SPECIALTY	Equipment	3,370.29
173331	B&H PHOTO VIDEO	Equipment	2,136.16
173333	BIO-RAD LABORATORIES	Equipment	642.08
173361	CONSULAB EDUCATECH INC	Equipment	7,290.00
173363	PROFORCE LAW ENFORCEMENT	Equipment	2,392.70
173365	GOLF CARS OF RIVERSIDE	Equipment	12,991.37
173368	PROFORCE LAW ENFORCEMENT	Equipment	154.4
173433	NATIONAL BUSINESS FURNITURE	Equipment	11,470.87
173459	POCKET NURSE	Equipment	7,666.22
173460	POCKET NURSE	Equipment	1,615.60
173471	STAPLES	Equipment	284.59
173484	STAPLES	Equipment	2,674.07
173485	HIGHLAND GUNS	Equipment	1,775.30
173489	GENUINE AUTO PARTS	Equipment	3,373.92
173490	AIRGAS USA LLC	Equipment	3,119.80
173519	AMERICAN RED CROSS	Equipment	777.96
173529	VARIDESK LLC	Equipment	425.61
173573	PACIFIC PARKING SYSTEMS INC	Equipment	65,939.37
173580	HAAS AUTOMATION INC DBA	Equipment	13,324.74
173620	US BANK CORPORATE PMT SYSTEMS	Equipment	1,770.80
173315	SYSCO RIVERSIDE INC	Food Supplies	2,172.94
173275	PATTON SALES CORP	Instructional Supplies	90.35
173291	THOMAS SCIENTIFIC	Instructional Supplies	77.48
173311	AIRCRAFT SPRUCE & SPECIALTY	Instructional Supplies	2,695.88
173324	ELECTRONINKS WRITEABLES INC	Instructional Supplies	504.68
173334	HARDY DIAGNOSTICS	Instructional Supplies	2,363.96
173370	AVOTEK	Instructional Supplies	232.44
173372	US BANK CORPORATE PMT SYSTEMS	Instructional Supplies	486
173410	BOUND TREE MEDICAL	Instructional Supplies	914.24
173432	CAREERPLANNER.COM	Instructional Supplies	641.74
173443	BURGRAFF, ROGER	Instructional Supplies	46.82
173482	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	222.28
173510	STAPLES	Instructional Supplies	735.03
173511	BIOQUIP PRODUCTS	Instructional Supplies	51.73
173526	YEARYEAN, SARAH	Instructional Supplies	54.1
173571	POCKET NURSE	Instructional Supplies	686.79
173583	FLINN SCIENTIFIC INC	Instructional Supplies	524.89
173596	MOORE MEDICAL CORPORATION	Instructional Supplies	454.39
173639	TRI-ANIM HEALTH SERVICES	Instructional Supplies	2,377.39
173645	WARD'S NATURAL SCIENCE EST INC	Instructional Supplies	140.94
173647	COSTCO	Instructional Supplies	504.14
173234	DELL COMPUTER COMPANY	IT Equipment	72,832.76
173273	APPLE COMPUTER INC	IT Equipment	14,793.84
173323	CDW GOVERNMENT INC	IT Equipment	2,233.01
173379	DELL COMPUTER COMPANY	IT Equipment	7,787.43

173408	DELL COMPUTER COMPANY	IT Equipment	908.95
173409	CDW GOVERNMENT INC	IT Equipment	63,615.67
173436	DELL COMPUTER COMPANY	IT Equipment	4,223.98
173488	DELL COMPUTER COMPANY	IT Equipment	652.71
173517	CDW GOVERNMENT INC	IT Equipment	5,021.58
173538	US BANK CORPORATE PMT SYSTEMS	IT Equipment	216.49
173548	TROXELL COMMUNICATIONS INC	IT Equipment	2,887.92
173640	B&H PHOTO VIDEO	IT Equipment	36,549.57
173314	HUNTINGTON HARDWARE CO INC	Lock & Key Supplies	2,000.00
173279	GAINES, ASHLEY	Meals & Refreshments	122.76
173283	SBVC FOOD SERVICES	Meals & Refreshments	282.29
173284	US BANK CORPORATE PMT SYSTEMS	Meals & Refreshments	50.95
173288	US BANK CORPORATE PMT SYSTEMS	Meals & Refreshments	56.36
173300	SBVC FOOD SERVICES	Meals & Refreshments	231.91
173354	US BANK CORPORATE PMT SYSTEMS	Meals & Refreshments	734
173355	US BANK CORPORATE PMT SYSTEMS	Meals & Refreshments	100
173371	SBVC FOOD SERVICES	Meals & Refreshments	337.46
173464	US BANK CORPORATE PMT SYSTEMS	Meals & Refreshments	271.95
173504	US BANK CORPORATE PMT SYSTEMS	Meals & Refreshments	124.55
173534	US BANK CORPORATE PMT SYSTEMS	Meals & Refreshments	15.45
173563	SBVC FOOD SERVICES	Meals & Refreshments	465.16
173564	SBVC FOOD SERVICES	Meals & Refreshments	497.78
173601	US BANK CORPORATE PMT SYSTEMS	Meals & Refreshments	33.11
173606	US BANK CORPORATE PMT SYSTEMS	Meals & Refreshments	24.99
173630	US BANK CORPORATE PMT SYSTEMS	Meals & Refreshments	300
173462	FILMS MEDIA GROUP	Media	3,933.86
173235	STAPLES	Non-Instructional Supplies	271.13
173269	STAPLES	Non-Instructional Supplies	406.78
173281	STAPLES	Non-Instructional Supplies	451.49
173286	SBVC BOOKSTORE	Non-Instructional Supplies	85,100.00
173290	STAPLES	Non-Instructional Supplies	87.98
173298	STAPLES	Non-Instructional Supplies	974.96
173330	STAPLES	Non-Instructional Supplies	150.02
173346	STAPLES	Non-Instructional Supplies	72.94
173348	US BANK CORPORATE PMT SYSTEMS	Non-Instructional Supplies	500
173349	STAPLES	Non-Instructional Supplies	81.59
173353	US BANK CORPORATE PMT SYSTEMS	Non-Instructional Supplies	52.94
173367	INTERSTATE BATTERY SYSTEM OF	Non-Instructional Supplies	150
173383	NYC DISPLAY INC	Non-Instructional Supplies	596.14
173385	CHC BOOKSTORE	Non-Instructional Supplies	500
173402	STAPLES	Non-Instructional Supplies	79.35
173413	WISEGARVER, LINDSEY	Non-Instructional Supplies	16.17
173415	STAPLES	Non-Instructional Supplies	1,593.74
173417	STAPLES	Non-Instructional Supplies	99.9
173419	BANGASSER,SUSAN	Non-Instructional Supplies	22
173430	STAPLES	Non-Instructional Supplies	64.61
173452	US BANK CORPORATE PMT SYSTEMS	Non-Instructional Supplies	138.82

173455	CARD INTEGRATORS CORPORATION	Non-Instructional Supplies	994.56
173458	CHC BOOKSTORE	Non-Instructional Supplies	500
173463	US BANK CORPORATE PMT SYSTEMS	Non-Instructional Supplies	499
173466	US BANK CORPORATE PMT SYSTEMS	Non-Instructional Supplies	377.52
173469	STAPLES	Non-Instructional Supplies	441.8
173470	STAPLES	Non-Instructional Supplies	590.58
173479	STAPLES	Non-Instructional Supplies	80.7
173480	STAPLES	Non-Instructional Supplies	647.59
173481	123 OFFICE SOLUTION INC	Non-Instructional Supplies	5,083.64
173496	STAPLES	Non-Instructional Supplies	81.15
173497	STAPLES	Non-Instructional Supplies	462.21
173505	STAPLES	Non-Instructional Supplies	116.5
173507	STAPLES	Non-Instructional Supplies	274.39
173508	STAPLES	Non-Instructional Supplies	289.05
173509	STAPLES	Non-Instructional Supplies	633.94
173518	STAPLES	Non-Instructional Supplies	94.26
173520	CORTEZ ORNAMENTAL IRON	Non-Instructional Supplies	80.81
173521	STAPLES	Non-Instructional Supplies	114.07
173522	STAPLES	Non-Instructional Supplies	95.29
173524	GRAINGER INC, W W	Non-Instructional Supplies	2,976.46
173525	ZARC INTERNATIONAL INC	Non-Instructional Supplies	389.62
173535	US BANK CORPORATE PMT SYSTEMS	Non-Instructional Supplies	53.86
173551	STAPLES	Non-Instructional Supplies	68.43
173552	STAPLES	Non-Instructional Supplies	1,979.02
173553	SPICERS PAPER INC	Non-Instructional Supplies	3,278.83
173576	MILLER, SARAH	Non-Instructional Supplies	38.75
173586	CPP INC	Non-Instructional Supplies	1,814.72
173595	MULTICARD INC	Non-Instructional Supplies	1,972.31
173617	RICOH USA INC	Non-Instructional Supplies	4,483.49
173623	MOORE MEDICAL CORPORATION	Non-Instructional Supplies	205.75
173627	JON'S FLAGS & POLES	Non-Instructional Supplies	786.58
173632	STAPLES	Non-Instructional Supplies	106.49
173650	NICHOLS, BARBARA	Non-Instructional Supplies	60.29
173651	STAPLES	Non-Instructional Supplies	107.7
173238	OSCAR'S MEXICAN RESTAURANT	Operational Expenses & Fees	1,377.00
173243	SAN BERNARDINO COUNTY	Operational Expenses & Fees	3,000.00
173316	AMERICAN SOCIETY OF HEALTH	Operational Expenses & Fees	2,500.00
173318	CENTER THEATRE GROUP	Operational Expenses & Fees	1,270.00
173325	SBVC FOOD SERVICES	Operational Expenses & Fees	233.04
173327	SBVC FOOD SERVICES	Operational Expenses & Fees	233.04
173328	SBVC FOOD SERVICES	Operational Expenses & Fees	233.04
173360	ACCREDITATION COMMISSION FOR	Operational Expenses & Fees	2,875.00
173362	ACCREDITING COMMISSION FOR	Operational Expenses & Fees	8,235.00
173373	STATE WATER RESOURCES	Operational Expenses & Fees	1,044.00
173375	US BANK CORPORATE PMT SYSTEMS	Operational Expenses & Fees	60
173431	MARKET BASED SOLUTIONS	Operational Expenses & Fees	8,148.00
173450	NAPOLI ITALIAN RESTAURANT	Operational Expenses & Fees	999

173532	US BANK CORPORATE PMT SYSTEMS	Operational Expenses & Fees	75
173567	RAMIREZ, MARIA	Operational Expenses & Fees	420
173572	PESTEDUCATION	Operational Expenses & Fees	80
173589	CAL POLY POMONA	Operational Expenses & Fees	500
173636	SOUTH COAST AQMD	Operational Expenses & Fees	354.86
173659	US BANK CORPORATE PMT SYSTEMS	Operational Expenses & Fees	9,000.00
173280	SBVC FOOD SERVICES	Other Student Aid	85,000.00
173305	CHC BOOKSTORE	Other Student Aid	3,343.60
173306	CHC BOOKSTORE	Other Student Aid	3,807.00
173307	CHC BOOKSTORE	Other Student Aid	1,516.32
173339	CHC BOOKSTORE	Other Student Aid	10,608.03
173631	LITTLE MOUNTAIN LLC	Other Student Aid	5,000.00
173220	MUSKAVITCH, JOHN	Personal Mileage	500
173221	SOUSA, JUANITA	Personal Mileage	50
173258	HADSOCK, HARRISON	Personal Mileage	77.22
173261	HUGHES III, RICHARD	Personal Mileage	337.5
173295	LEHMAN, VERONICA	Personal Mileage	100
173296	MOORE, CHRISTIN	Personal Mileage	50
173297	HAYTON, CLAUDIA	Personal Mileage	50
173319	THORNTON, CARLA	Personal Mileage	700
173332	UNDERWOOD, ROBIN ELISE	Personal Mileage	168
173425	NUNEZ, EDWARD	Personal Mileage	140
173454	WARD, AMANDA	Personal Mileage	150
173255	FRONTIER COMMUNICATIONS	Phone Utilities	3,000.00
173244	SBCCD PRINTING SERVICES	Printing, SBCCD	5,505.50
173418	SBCCD PRINTING SERVICES	Printing, SBCCD	39
173635	SBCCD PRINTING SERVICES	Printing, SBCCD	105
173227	GLOBAL DATEBOOKS	Promotional Products & Giveaways	2,280.00
173229	INMARK	Promotional Products & Giveaways	80
173241	GLOBAL DATEBOOKS	Promotional Products & Giveaways	7,720.00
173242	GLOBAL DATEBOOKS	Promotional Products & Giveaways	20,160.00
173276	FEEDING AMERICA RIVERSIDE &	Promotional Products & Giveaways	621.5
173277	GLOBAL DATEBOOKS	Promotional Products & Giveaways	20,160.00
173278	GLOBAL DATEBOOKS	Promotional Products & Giveaways	7,710.00
173282	SBVC BOOKSTORE	Promotional Products & Giveaways	9,176.00
173312	TIMELESS PLAQUES AND AWARDS	Promotional Products & Giveaways	277.51
173313	LAPEL PINS PLUS	Promotional Products & Giveaways	324.08
173359	PROFESSIONAL ID CARDS INC	Promotional Products & Giveaways	29.59
173376	EXPRESS BADGES	Promotional Products & Giveaways	323.64
173581	GOLDENVOICE LLC	Promotional Products & Giveaways	2,300.00
173584	FAYA CORPORATION	Promotional Products & Giveaways	7,799.76
173592	4IMPRINT	Promotional Products & Giveaways	3,375.29
173634	ONE BLACK EYE PRODUCTIONS	Promotional Products & Giveaways	500
173653	GALLAGHER'S FINISHING TOUCH	Promotional Products & Giveaways	951.48
173287	BANGASSER,SUSAN	Refreshments	138.22
173293	SBVC FOOD SERVICES	Refreshments	669.69
173326	NEKTER JUICE BAR 8015	Refreshments	999

173329	THORNTON, CARLA	Refreshments	52.99
173340	SBVC FOOD SERVICES	Refreshments	287.73
173406	OLIVER, LAURA	Refreshments	31.9
173451	US BANK CORPORATE PMT SYSTEMS	Refreshments	184
173483	FIELDS, WHITNEY	Refreshments	19.44
173501	SBVC FOOD SERVICES	Refreshments	465.16
173565	SBVC FOOD SERVICES	Refreshments	919.34
173609	US BANK CORPORATE PMT SYSTEMS	Refreshments	1,950.00

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Steven J. Sutorus, Business Manager
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Routine Contracts/Agreements and Memorandums of Understanding

RECOMMENDATION

It is recommended that the Board of Trustees ratify the attached list of routine contracts/agreements and memorandums of understanding.

OVERVIEW

In accordance with Board Policy 6340, the attached list is submitted for Board ratification and/or approval.

ANALYSIS

The attached list of contracts, agreements and their associated purchase orders are routine, customary and necessary for the on-going operations of the District. Unless otherwise noted the amount shown for multi-year agreements is the projected total amount for the full contract period. Any changes to these amounts will be submitted for board ratification and/or approval.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The contracts/agreements/memorandums of understanding on the attached list are budgeted for via purchase orders.

Routine Contracts and Agreements***Scheduled Board Date 2/9/2017***

Contract Type

<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
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Bond Measure Funded

Mike's Custom Flooring	(14567) Furnish and install flooring in CHC Yoga Studio Term: 1/10/2017 - 4/30/2017 Funding Source: Bond Construction	Kitchell/SBCCD	\$22,610.75	SSutorus
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SubTotal for Bond Measure Funded: 1***\$22,610.75***

Broadcasting Rights

American Public Television	(14588) Broadcasting rights for the airing of syndicated programs Term: 1/1/2017 - 12/31/2017 Funding Source: KVCR - CPB Grant - TV	TV/KVCR	\$3,800.00	SSutorus
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Ken Mills Agency, LLC	(14597) Program Rights for "American Routes" Term: 4/1/2017 - 1/31/2019 Funding Source: KVCR - CPB Grant - Radio	FM/KVCR	\$2,500.00	SSutorus
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<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Broadcasting Rights</u>					
	Manitopyes, Jeremiah dba Drezus	(14589) Broadcasting rights for use of musical compositions and recordings for "Black Snake Killer" in exchange for the promotion of the "FNX Music Block" series; no cost to SBCCD Term: 1/27/2017 - 1/26/2022 Funding Source: N/A	FNX/KVCR		SSutorus
	New York Public Radio - WNYC	(13575) Broadcasting rights for the airing of "Radiolab, On The Media, The New Yorker Radio Hour, and Snap Judgement"; This is to approve Amendment 01 - to add the airing of "Freakonomics Radio" at no cost to SBCCD Term: 7/1/2016 - 6/30/2017 Funding Source: KVCR - Foundation	FM/KVCR	\$8,552.55	SSutorus
<i>SubTotal for Broadcasting Rights: 4</i>				<i>\$14,852.55</i>	
<u>CalWorks Child Care</u>					
	Little Mountain LLC	(14590) CalWorks Grant to cover cost of Childcare for participating Students - Parent – Daisy Maranjo Term: 1/13/2017 - 6/30/2017 Funding Source: CalWorks	Calworks/SBVC	\$9,100.00	SSutorus
<i>SubTotal for CalWorks Child Care: 1</i>				<i>\$9,100.00</i>	

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>CalWorks Off-Campus Work Study</u>					
	Center for Effective Life Transitions	(14579) Off-Campus workstudy - Student Cuevas, Melissa; reimbursed at up to 100% of per hourly rate Term: 1/3/2017 - 6/30/2017 Funding Source: CalWorks	Calworks/SBVC	\$9,152.00	SSutorus
<i>SubTotal for CalWorks Off-Campus Work Study: 1</i>				<i>\$9,152.00</i>	
<u>General</u>					
	4 Imprint	(14582) Production of promotional items and giveaways; 1,500 twist pens, 300 flash drives, and 2 table throws Term: 1/6/2017 - 3/6/2017 Funding Source: CalWorks	Calworks/SBVC	\$3,377.47	SSutorus
	ADP, LLC	(12888) HR and Payroll system for the District; this is to approve Amendment 03 - to increase the number of employees from 2,000 to 2,900 at a cost of \$12,510.00 for a total contract value of \$2,638,674.20 Term: 2/1/2016 - 1/31/2021 Funding Source: Capital Outlay	Fiscal Services/SBCCD	\$2,638,674.20	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>					
	Arrowhead Auto Repair	(14573) Repairs and maintenance on 2004 GMC Envoy Term: 1/6/2017 - 3/31/2017 Funding Source: KVCR - Gen fund FM	FNX/KVCR	\$1,869.33	SSutorus
	Ashlock, Jess dba Ashlock Multigraphic	(14574) Repairs to Ryobi 524 Press at the Printshop Term: 1/9/2017 - 6/30/2017 Funding Source: Capital Outlay	TESS/SBCCD	\$12,975.56	SSutorus
	Ashlock, Jess dba Ashlock Multigraphic	(14575) Repairs to the Horizon Vac 100 Collator at the Printshop Term: 1/9/2017 - 3/31/2017 Funding Source: Capital Outlay	TESS/SBCCD	\$2,736.36	SSutorus
	Bezar, Sheri L	(14585) Workshop "Radio Technician and Certification"; this workshop is open to all SBCCD employees Term: 2/27/2017 - 2/28/2017 Funding Source: General Funds	Human Resources/SBCCD	\$850.00	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>				
Berg Fire Protection, Inc. dba Red Star Fire Protection	(14572) District Annex Bryn Mawr - annual fire extinguisher service Term: 1/11/2017 - 6/30/2017 Funding Source: General Funds	District M & O/SBCCD	\$90.00	SSutorus
CCC Chancellor's Office	(14596) Letter of Agreement for the Foster and Kinship Care Education program for San Bernardino Region 8 to illustrate how the area colleges and San Bernardino County, Children and Family Services work together on determining training priorities; no cost to SBCCD Term: 1/3/2017 - 6/30/2017 Funding Source: N/A	Student Services/SBVC		SSutorus
ChicoBag Company	(14604) Production of color logo printed on 500 reusable shopping bags to promote KVCR Term: 1/20/2017 - 2/28/2017 Funding Source: KVCR - Foundation	Foundation/KVCR	\$3,625.00	SSutorus
Colton, City of	(14577) Rental of City of Colton's baseball field for softball practices Term: 1/16/2017 - 5/12/2017 Funding Source: General Funds	Administrative Services/SBVC	\$5,000.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>					
	Culligan Water	(14578) Water softening treatment for the ice machines in SBVC's Cafeteria Term: 10/1/2016 - 6/30/2017 Funding Source: General Funds	Administrative Services/SBVC	\$870.00	SSutorus
	Direct Connection	(14097) Printing and mailing of September gift campaign; revision to increase by \$275.54 due to additional campaign mailings Term: 9/1/2016 - 10/31/2016 Funding Source: KVCR - Foundation	TV/FM/KVCR	\$2,990.42	SSutorus
	Donaghue, Douglas dba On-Site Graphics	(14554) Design and installation of a vehicle wrap on the EMS department ambulance Term: 12/27/2016 - 2/28/2017 Funding Source: Ramp-Up Grant	Emergency Medical Svcs/CHC	\$2,500.00	SSutorus
	Educational Student Tours	(14605) Service to escort students and staff on tour of college campuses; airfare, transportation, meals and hotel expenses are included; this is a CHC and SBVC joint event Term: 3/12/2017 - 3/17/2017 Funding Source: Student Equity	Student Services/CHC & SBVC	\$69,353.00	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>				
Erickson Consulting Services	(14549) Development of grant planning and writing for the "Innovation in Higher Education" grant proposal Term: 12/12/2016 - 2/10/2017 Funding Source: State Grant	Research & Planning/CHC	\$13,000.00	SSutorus
Facebook, Inc.	(14545) Ongoing advertisement on Facebook to promote SBVC programs and registration Term: 12/15/2016 - 6/30/2017 Funding Source: General Funds	Marketing/SBVC	\$20,000.00	SSutorus
Faya Corporation	(14568) Production of promotional giveaways; 200 throw blankets, 300 cell phone hub and holders, 200 lunch coolers, 200 notebooks, and 250 pen & highlighter combos Term: 1/10/2017 - 4/30/2017 Funding Source: Matriculation	Counseling/SBVC	\$7,799.76	SSutorus
Franco, Alex DBA Hi-Desert Forklift	(14594) Provide forklift training to PDC participants; funded through Caltrans grant Term: 1/3/2017 - 6/30/2017 Funding Source: State Grant	PDC/SBCCD	\$15,000.00	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>				
Full Capacity Marketing, Inc	(14559) Update, upgrade and support for Inland Adult Education Consortium website; Inlandaebg.org Term: 1/6/2017 - 12/31/2017 Funding Source: Adult Ed (AEBG) Grant	Mathematics/SBVC	\$4,500.00	SSutorus
Gallagher's Finishing Touch	(14600) Production of employee service awards Term: 11/15/2016 - 12/8/2017 Funding Source: General Funds	Chancellor/SBCCD	\$951.48	SSutorus
Giant Angstrom Partners, LLC	(14584) Develop and write a college promise grant proposal; funded through Workforce Development carry over funds Term: 1/3/2017 - 2/3/2017 Funding Source: EDCT Funds	Chancellor/SBCCD	\$10,000.00	SSutorus
Kafela, Jelani	(14561) Keynote Speaker for Martin Luther King Breakfast; no cost to SBCCD Term: 2/24/2017 - 2/24/2017 Funding Source: N/A	Counseling/SBVC		SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>				
Le, Ha M.	(14580) Consultant to coordinate the registration of 16 students to attend the "ACERT 42nd Annual Conference" Term: 1/25/2017 - 1/27/2017 Funding Source: Ramp-Up Grant	Program Development/CHC	\$2,400.00	SSutorus
Los Angeles Air Conditioning, Inc.	(14576) Replacement of two variable-frequency drive units at the Health and Life Science Building Term: 1/3/2017 - 6/30/2017 Funding Source: General Funds	Maintenance/SBVC	\$3,605.25	SSutorus
Ozolins, Erik	(14544) Speaker - Topic "Effective Honors Pedagogy"; no cost to SBCCD Term: 1/31/2017 - 1/31/2017 Funding Source: N/A	Honors/CHC		SSutorus
Professional ID Cards, Inc.	(14532) Production of badges for District Police staff Term: 12/1/2016 - 12/31/2016 Funding Source: General Funds	District Police/SBCCD	\$29.59	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>				
Project 21 Dance	(14564) Performance - Black History Month dance performance Term: 2/17/2017 - 2/17/2017 Funding Source: General Funds	Arts & Lecture/SBVC	\$3,000.00	SSutorus
R&T Lift Gate Service, Inc.	(14548) Repair of maintenance truck tailgate lift Term: 1/4/2017 - 3/31/2017 Funding Source: General Funds	Maintenance/SBVC	\$691.68	SSutorus
San Bernardino, County of	(14534) Transitional assistance to CalWorks participants to assist with employment services to become self-sufficient; no cost to SBCCD Term: 1/1/2017 - 12/31/2020 Funding Source: N/A	Calworks/SBVC		SSutorus
Shred-It	(14304) One-time document shredding service; this to approve an increase of overall cost as there was a larger value than anticipated Term: 10/31/2016 - 12/31/2016 Funding Source: General Funds	Maintenance/CHC	\$800.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>					
	Stanley Convergent Security	(14553) Installation and monthly maintenance of an alarm panel at the Child Development Center Term: 1/3/2017 - 6/30/2022 Funding Source: General Funds	Administrative Services/SBVC	\$6,730.00	SSutorus
	Sun, The	(14546) Print advertising in Redlands Daily Facts newspaper to promote enrollment at CHC and SBVC Term: 8/24/2016 - 9/9/2017 Funding Source: General Funds	Marketing/SBCCD	\$1,629.00	SSutorus
	Sunstate Equipment Company	(14556) On demand as needed heavy equipment rentals Term: 1/3/2017 - 6/30/2017 Funding Source: General Funds	Maintenance/CHC	\$10,000.00	SSutorus
	Three Peaks Corp.	(14541) Patch holes in drywall as part of SBVC Fire Alarm Project Term: 12/22/2016 - 3/31/2017 Funding Source: Block Grant	Facilities Planning/SBCCD	\$480.00	Jtorres

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>				
Wirz & Company	(14522) Production of 3000 Brochures to market CHC to new students Term: 1/13/2017 - 3/31/2017 Funding Source: Matriculation	Marketing/CHC	\$748.86	SSutorus
Workforce Development Solutions, Inc.	(14586) Facilitate Chancellor's Cabinet retreat Term: 4/12/2017 - 4/12/2017 Funding Source: General Funds	Chancellor/SBCCD	\$5,800.00	SSutorus
<i>SubTotal for General: 36</i>			<i>\$2,852,076.96</i>	
<u>Income - Broadcast licensing</u>				
Eastern New Mexico University (KENW-TV)	(14540) License for KENW-TV to broadcast FNX programming Term: 1/1/2017 - 12/31/2017 Funding Source: N/A	FNX/KVCR		SSutorus
Public Broadcasting Council	(14547) License for WCNY-TV to broadcast FNX programming Term: 12/1/2016 - 7/30/2018 Funding Source: N/A	FNX/KVCR		SSutorus
<i>SubTotal for Income - Broadcast licensing: 2</i>				

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Income - Contract Ed</u>					
	Hesperia USD	(14566) PDC to provide Manufacturing Skill Standards Council Logistics (MSSC) training to Hesperia Adult Education as part of the Industry Driven Regional Collaborative grant; no cost to vendor Term: 2/1/2017 - 3/2/2017 Funding Source: N/A	PDC/SBCCD		SSutorus
	Yucaipa-Calimesa Joint USD	(14555) PDC to provide instruction and interactive model lessons of the Next Generation Science Standards (NGSS) Term: 1/1/2017 - 4/30/2017 Funding Source: N/A	PDC/SBCCD	\$1,400.00	SSutorus
<i>SubTotal for Income - Contract Ed: 2</i>				<i>\$1,400.00</i>	
<u>Income - Facilities Use</u>					
	Alzheimer's Association	(14583) Facilities use of the CHC President's conference room for a community meeting to discuss Alzheimer's Disease and current legislation Term: 2/4/2017 - 2/4/2017 Funding Source: N/A	Administrative Services/SBVC		SSutorus
	TJ Striders Youth Track/Field Club	(14581) Use of track for track practice Term: 1/9/2017 - 6/30/2017 Funding Source: N/A	Administrative Services/SBVC		SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Income - Facilities Use</u>					
<i>SubTotal for Income - Facilities Use: 2</i>					
<u>Income - Grant</u>					
	Butte-Glenn CCD	(14533) PDC to be a subgrantee and participate in a multi-site training project for the California Department of Human Resources Term: 1/1/2017 - 6/30/2017 Funding Source: N/A	PDC/SBCCD	\$17,033.76	SSutorus
<i>SubTotal for Income - Grant: 1</i>				<i>\$17,033.76</i>	
<u>Income - Underwriter</u>					
	Kiner Communications for Fantasy Springs Resort Casino	(14595) Underwriter agreement for KVCR-FM Programs; Monday - Saturday 5am - 7pm Term: 1/30/2017 - 2/12/2017 Funding Source: N/A	FM/KVCR	\$3,000.00	SSutorus
	National Public Media, LLC	(14542) Underwriter agreement for the "Marketplace Morning Report" programs Term: 1/9/2017 - 1/7/2018 Funding Source: N/A	FM/KVCR	\$33,150.00	SSutorus
<i>SubTotal for Income - Underwriter: 2</i>				<i>\$36,150.00</i>	

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Maintenance Agreement</u>					
	Bibliotheca, LLC	(14538) Maintenance for CHC library detection system Term: 7/1/2016 - 6/30/2017 Funding Source: General Funds	Library/SBVC	\$2,421.30	SSutorus
	Multicard	(14565) Maintenance agreement renewal for the Student Body ID card equipment Term: 1/3/2017 - 12/31/2017 Funding Source: Student Body Center Fee	Student Life/SBVC	\$1,687.00	SSutorus
<i>SubTotal for Maintenance Agreement: 2</i>				<i>\$4,108.30</i>	
<u>PO as Contract</u>					
	Rathbun, Jerry	(14599) Engineering services to evaluate and assess the need for upgrades and repairs to current broadcasting equipment Term: 1/13/2017 - 2/28/2017 Funding Source: KVCR - Foundation	TV/KVCR	\$1,500.00	SSutorus
<i>SubTotal for PO as Contract: 1</i>				<i>\$1,500.00</i>	
<u>Program Acquisition</u>					
	Stepanowich, Kelton	(14570) Program acquisition for "God's Acre" a short film Term: 1/31/2017 - 1/30/2022 Funding Source: KVCR - FNX Grant	FNX/KVCR	\$4,825.00	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Program Acquisition</u>				
WFCL UNG-One Doc Inc.	(14598) Program Acquisition for "Urban Native Girls" series 1 Term: 4/1/2017 - 3/31/2022 Funding Source: KVCR - FNX Grant	FNX/KVCR	\$26,325.00	SSutorus
<i>SubTotal for Program Acquisition: 2</i>			<i>\$31,150.00</i>	
<u>Rescinded/Cancelled</u>				
Ashlock, Jess dba Ashlock Multigraphic	(13760) On demand repairs on printing equipment; this contract was canceled resulting in savings of \$2,089.13 Term: 7/1/2016 - 1/1/2017 Funding Source: General Funds	TESS/SBCCD	\$1,910.84	SSutorus
Print & Finishing Solutions	(13759) On demand repairs of printing presses and bindery equipment; this contract was canceled resulting in savings of \$5,912.20 Term: 7/1/2016 - 1/1/2017 Funding Source: General Funds	TESS/SBCCD	\$1,087.50	SSutorus
<i>SubTotal for Rescinded/Cancelled: 2</i>			<i>\$2,998.34</i>	

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u><i>Software/Online Services</i></u>					
	Asana.recurly.com	(14530) Project management software licensing for one year for up to 10 users Term: 12/8/2017 - 12/7/2018 Funding Source: STEM Grant	PDC/SBCCD	\$500.00	SSutorus
	Cleverbridge	(14535) LanSweeper software used to scan the network for asset tracking and inventory Term: 5/1/2017 - 4/30/2018 Funding Source: General Funds	TESS/SBCCD	\$995.00	SSutorus
	Community College League of CA	(14539) Renewal for EBSCO HOST products, "Full Text Finder" this allows for student to research text and book resources easily Term: 1/1/2017 - 6/30/2017 Funding Source: Lottery Fund	Library/SBVC	\$862.00	SSutorus
	Constant Contact, Inc.	(14569) E-mail marketing, Event Spot and My Library Plus online services for upgrade of address database and potential donor search Term: 1/9/2017 - 6/30/2017 Funding Source: General Funds	Foundation/SBVC	\$714.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u><i>Software/Online Services</i></u>					
	Cybrarian Corporation	(14601) Software and remote monitoring program that allows library staff to track computer usage and generate statistical reports Term: 1/1/2017 - 12/31/2017 Funding Source: Lottery Fund	Library/SBVC	\$1,495.00	SSutorus
	Educause	(14558) Registration for the domain name "sbccd.edu" Term: 3/1/2017 - 2/28/2018 Funding Source: General Funds	Computer Services/TESS	\$40.00	SSutorus
	Gallup Organization - Gallup Press Department	(14537) Online access to "Beyond your top 5 Strengths" and 10 access codes; each code allows for one assessment test Term: 1/1/2017 - 6/30/2017 Funding Source: Matriculation	Counseling/CHC	\$740.00	SSutorus
	Gallup Organization - Gallup Press Department	(14536) Online access to "Strengths Finder" and 2078 access codes; each code allows for one assessment test Term: 1/1/2017 - 6/30/2017 Funding Source: Matriculation	Counseling/CHC	\$31,170.00	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u><i>Software/Online Services</i></u>				
Gallup Organization - Gallup Press Department	(14560) Online access to "Strengths Finder" and 3200 access codes; each code allows for one assessment test Term: 1/9/2017 - 6/30/2017 Funding Source: Matriculation	Counseling/SBVC	\$31,968.00	SSutorus
IBM Corporation	(14602) IBM SPSS Software subscription renewal for CHC for statistical calculations Term: 1/12/2017 - 1/31/2018 Funding Source: Lottery Fund	Research & Planning/CHC	\$462.24	SSutorus
Instructure, Inc.	(14587) Software subscription for "Canvas" to be used as a primary learning management system Term: 2/2/2017 - 2/1/2018 Funding Source: Student Equity	Student Services/CHC	\$5,000.00	SSutorus
Mail Chimp	(14108) E-mail marketing service for online newsletters at a cost of \$63.75 per month; this is to approve Amendment 01 - increase in subscribers to the newsletter has caused a change to the monthly rate to \$150 Term: 7/1/2016 - 6/30/2021 Funding Source: General Funds	Foundation/CHC	\$8,483.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Software/Online Services</u>					
	Masstech Americas, Inc.	(14562) Provide software updates and technical support for KVCR archive transfer system Term: 3/1/2017 - 2/28/2018 Funding Source: KVCR - CPB Grant - TV	TV/KVCR	\$16,538.92	SSutorus
	Microsoft Corporation	(14557) Software subscription for "Office 365 Business Premium" Term: 1/27/2017 - 1/26/2018 Funding Source: Braille Grant	ATPC/SBCCD	\$3,000.00	SSutorus
	Poll Everywhere	(14563) Online poll services for up to 400 responses per poll Term: 1/1/2017 - 12/31/2017 Funding Source: Matriculation	Counseling/SBVC	\$649.00	SSutorus
	ROC Software Systems, Inc.	(14593) Software license for "EZ Spooler" used to manage and troubleshoot issues with printers Term: 1/17/2017 - 1/16/2018 Funding Source: General Funds	TESS/SBCCD	\$5,790.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>Software/Online Services</u>					
	Scantron Service Group	(14603) Software subscription for "ScanTools" used to process faculty evaluations Term: 12/17/2016 - 12/16/2017 Funding Source: General Funds	TESS/SBCCD	\$108.25	SSutorus
<i>SubTotal for Software/Online Services: 17</i>				<i>\$108,515.41</i>	

Grand Total Contracts for Board Date 2/9/2017: 76

Routine Contracts - Summary

Scheduled Board Meeting 02/09/2017

EXPENSES

<u>Category</u>	<u>Number of Contracts</u>	<u>Contract Value</u>
<i>Bond Measure Funded</i>	1	\$22,610.75
<i>Broadcast Rights</i>	4	\$14,852.55
<i>CalWorks Child Care</i>	1	\$9,100.00
<i>Calworks Workstudy</i>	1	\$9,152.00
<i>General</i>	36	\$2,852,076.96
<i>Maintenance Agreement</i>	2	\$4,108.30
<i>PO As Contract</i>	1	\$1,500.00
<i>Program Acquisition</i>	2	\$31,150.00
<i>Rescinded/Canceled</i>	2	\$2,998.34
<i>Software/Online Services</i>	17	\$108,515.41
	67	
		Total Expenses
		<u>\$3,056,064.31</u>

INCOME

<u>Category</u>	<u>Number of Contracts</u>	<u>Contract Value</u>
<i>Income - Broadcast Licensing</i>	2	\$0.00
<i>Income - Contract Ed</i>	2	\$1,400.00
<i>Income - Facilities Use</i>	2	\$0.00
<i>Income - Grant</i>	1	\$17,033.76
<i>Income - Underwriter</i>	2	\$36,150.00
	9	
		Total Income
		<u>\$53,183.76</u>
Total Number of Contracts	<u>76</u>	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Steven J. Sutorus, Business Manager
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Surplus Property and Authorization for Private Sale or Disposal

RECOMMENDATION

It is recommended that the Board of Trustees declare the equipment and/or materials listed on the attached as surplus property, and direct the Business Manager to arrange for its sale or disposal.

OVERVIEW

California Education Code 81452 states that if a governing board, by a unanimous vote of those members present, finds that property, whether one or more items, does not exceed in value the sum of \$5,000, the property may be sold at private sale without advertising or disposed of.

ANALYSIS

The items listed on the attached have been identified as obsolete and no longer usable. Upon approval by the board, they will be sold or disposed of through reputable auction houses and/or salvage companies.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Funds for materials sold will be provided to the district after auction and positively impact the budget.

Fixed Assets Surplus Report
February 9, 2017

Asset #	Date Retired	Location	Description	Date In Service	Initial Value	Current Value
30544	1/17/2017	CHC	Scaler 5 in	12/18/2012	\$3,495.14	\$0.00

Non-Fixed Assets Surplus Report
February 9, 2017

All-in-one Monitor Stands	6 ea
Tetra Vio Video Scaler	1 ea
HP Deskjet 950c Printer	1ea
Epson Stylus Photo Printer	1ea
Dell KVM	1ea
Boxes of Misc Cables	3 ea
Keyboards	46 ea
Monitor stands	91 ea
Dell P2210 Monitors	34 ea
Dell 1909 Monitors	37 ea
Dell 1907 Monitors	2 ea

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services

PREPARED BY: Steven Sutorus, Business Manager

DATE: February 9, 2017

SUBJECT: Consideration of Approval of Surplus Property and Authorize Donation to Boy Scouts of America, Orange County Council

RECOMMENDATION

It is recommended that the Board of Trustees approve the surplus and donation of 30 radios, a repeater station, and an oven to Boy Scouts of America, Orange County Council.

OVERVIEW

SBVC's Maintenance Department wishes to surplus the radios and repeater station which are no longer used by the campus. SBVC's Culinary Arts Program wishes to surplus an oven which is also no longer used by the campus. Education Code 81452 (c) provides that the governing board may, by unanimous vote, declare property of insignificant value as surplus and donate the surplus property to a charitable organization. The estimated value of the donation is \$1,300.00.

ANALYSIS

San Bernardino Valley College no longer uses these items and they are non-essential to ongoing operations. Boy Scouts of America, Orange County Council has examined the property and is willing to accept the donation for use in supporting their mission.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

No cost to the District.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Lawrence P. Strong, Director of Fiscal Services
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Vacation Payout

RECOMMENDATION

It is recommended that the Board of Trustees approve the payout of the following vacation days:

	# of Days	Rate	Total
David Rubio, Director of Athletics, SBVC	12	\$447.80	\$5,373.60

OVERVIEW

Based on legal opinion, the County of San Bernardino requires that the payout of vacation to community college district administrative personnel be approved by its governing board.

ANALYSIS

This board item represents the payout of vacation to one of SBCCD's administrative personnel based on a demonstration of personal hardship.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Payment will be made from the General Fund.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services

PREPARED BY: Lawrence P. Strong, Director, Fiscal Services

DATE: February 2, 2017

SUBJECT: Consideration of Approval to Adopt a Resolution Approving Transfers from the Reserve for Contingencies to Various Expenditure Classifications

RECOMMENDATION

It is recommended that the Board of Trustees adopt a resolution approving the transfer of funds from the reserve for contingencies to various expenditure classifications as indicated in the attached resolution.

OVERVIEW

The 2016-17 Final Budget adopted by the Board of Trustees on September 8, 2016 represents the District's best estimates for income and expenditures during the ensuing fiscal year. However, as the year progresses, additional income is sometimes received and must be distributed to appropriate accounts, expenditures change from projected levels, and increased costs may need to be covered. As provided in Title 5, §58307, and in accordance with SBCCD Administrative Procedure 6250, the Board of Trustees may approve the transfer of funds from the reserve for contingencies to any expenditure classifications via the adoption of a resolution by a two-thirds majority vote.

ANALYSIS

The Board is being asked to adopt a resolution approving budget transfers from the reserve for contingencies to the expenditure classifications indicated on the attached resolution.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The approval of this board item will reduce the reserve for contingency accounts by the amounts indicated in the attached resolution.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
RESOLUTION TO APPROVE TRANSFERS FROM
RESERVE FOR CONTINGENCIES TO VARIOUS EXPENDITURE CLASSIFICATIONS
February 9, 2017

ON MOTION of Member _____, seconded by Member _____,
the following resolution is hereby adopted:

WHEREAS, on the 8th day of September, 2016, the San Bernardino Community College District (the District) adopted the 2016-17 Final Budget specifying the maximum amount which may be expended for each classification of expenditure; and

WHEREAS, Title 5, §58307 of the California Code of Regulations and District Administrative Procedure 6250 allows the Board of Trustees to approve transfers from the reserve for contingencies to any expenditure classification via a resolution adopted by a two-thirds majority; and

WHEREAS, the transfers listed on the attached Exhibit A were deemed necessary and prudent by the District;

NOW THEREFORE, BE IT RESOLVED that the governing body of the San Bernardino Community College District hereby adopts this resolution and authorizes, by a two-thirds majority vote, to approve said transfers.

PASSED AND ADOPTED by the Board of Trustees on February 9, 2017, by the following majority vote:

AYES: _____
NOES: _____
ABSTENTIONS: _____
ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

I, Bruce Baron, Secretary of the Board of Trustees, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this _____ day of _____, 20_____.

_____ Secretary of the Board of Trustees

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
 RESOLUTION TO APPROVE TRANSFERS FROM
 RESERVE FOR CONTINGENCIES TO VARIOUS EXPENDITURE CLASSIFICATIONS
 February 9, 2017

EXHIBIT A

Fund 01 - General

Date	Ref #	Amount Transferred to/(from) Reserve Fund	Expenditure Classification
Fund Balance Prior to Transfer(s)		\$15,668,685.36	
1/26/2017	170366	(\$100,000.00)	5000 Other Expenses
Reason: Fund additional legal fees for KVCR Spectrum auction project			
Fund Balance After Transfer(s)		\$15,568,685.36	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Lawrence P. Strong, Director, Fiscal Services
DATE: February 9, 2017
SUBJECT: Consideration of Approval to Adopt a Resolution to Appropriate Funds

RECOMMENDATION

It is recommended that the Board of Trustees adopt a resolution approving the appropriation of income from the general reserve to various major expense classifications as indicated by need on the attached resolution.

OVERVIEW

The 2016-17 Final Budget adopted by the Board of Trustees on September 8, 2016 represents the District's best estimates for income and expenditures during the ensuing fiscal year. However, as the year progresses, additional funds may become available. According to Title 5, §58308, and in accordance with Administrative Procedure 6250, all income in excess of budgeted amounts shall be added to the general reserve. However, the Board of Trustees may approve the appropriation of such funds, according to need, by the adoption of a resolution by a majority vote.

ANALYSIS

The Board is being asked to adopt a resolution approving the appropriation of funds in excess of final budget allocation, based on need, to the various expenditure classifications indicated on the attached resolution.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The approval of this board item will allow for the appropriation of income to various expense classifications to match revenues over and above that which was anticipated in the 2016-17 budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
RESOLUTION TO APPROPRIATE ASSURED INCOME OVER THE FINAL BUDGETED ALLOCATION
FROM THE GENERAL RESERVE TO VARIOUS EXPENDITURE CLASSIFICATIONS
February 9, 2017

ON MOTION of Member _____, seconded by Member _____,
the following resolution is hereby adopted:

WHEREAS, on the 8th day of September, 2016, the San Bernardino Community College District (the District) adopted the 2016-17 Final Budget specifying the maximum amount which may be expended for each classification of expenditure; and

WHEREAS, Title 5, §58308 of the California Code of Regulations and District Administrative Procedure 6250 stipulate that all income accruing to the District in excess of the amounts required to finance the total proposed expenditures, including transfers to other community college districts and funds, as shown in the budget of the District shall be added to the general reserve of the District; and

WHEREAS, Title 5, §58308 of the California Code of Regulations and District Administrative Procedure 6250 also stipulate that the governing board may pass a resolution setting forth the need according to major classification, expenditures to be met from any portion of the general reserve derived from assured income in excess of the total amount anticipated in the budget; and

WHEREAS, the appropriations listed on the attached Exhibit A were deemed necessary and prudent by the District;

NOW THEREFORE, BE IT RESOLVED that the governing body of the San Bernardino Community College District hereby adopts this resolution and authorizes, by a majority vote, to approve said appropriations.

PASSED AND ADOPTED by the Board of Trustees on February 9, 2017, by the following majority vote:

AYES: _____
NOES: _____
ABSTENTIONS: _____
ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

I, Bruce Baron, Secretary of the Board of Trustees, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this _____ day of _____, 20_____.

_____ Secretary of the Board of Trustees

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
 RESOLUTION TO APPROPRIATE ASSURED INCOME OVER THE FINAL BUDGETED ALLOCATION
 FROM THE GENERAL RESERVE TO VARIOUS EXPENDITURE CLASSIFICATIONS
 February 9, 2017

EXHIBIT A

Fund 01 - General, Restricted

Date	Ref #	Income	Allocation	Major Classification	Comments
1/4/2017	170324	\$200,000.00	\$15,000.00	1000 Academic Salaries	Setup 2016-17 budget for Institutional Effectiveness Partnership Initiative Grant
			\$10,000.00	2000 Classified Salaries	
			\$10,000.00	4000 Supplies & Materials	
			\$165,000.00	5000 Other Expenses	
1/4/2017	170328	\$4,024.00	\$4,024.00	5000 Other Expenses	Adjust 2016-17 carryover budget not recorded properly during budget development
1/11/2017	170336	\$18,001.00	\$16,000.00	2000 Classified Salaries	Record revenue from Cal State University, San Bernardino for the STEM Certificate for Educators program
			\$2,001.00	3000 Employee Benefits	

\$222,025.00

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Stacey Nikac, Executive Assistant to the Chancellor
DATE: February 9, 2017
SUBJECT: Consideration to Approve District/College Expenses

RECOMMENDATION

It is recommended that the Board of Trustees approve the requests for District/College Expenses.

OVERVIEW

Individual requests are submitted to fund expenses related to various functions planned for the colleges and district office.

BOARD IMPERATIVE

IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the budget.

SBVC EXPENSES

EVENT	DATE	ITEM BEING PURCHASED	ESTIMATED COST	FUNDING SOURCE	RATIFICATION/AMENDMENT
Adult Education Block Grant Ceremonial Signing	02/06/17	Food and Beverages This event is intended to highlight the regional collaboration between consortium members through the signing of a document indicating the partnership. The anticipated attendance is approximately 40 students, staff, faculty, administrators and community members.	\$250.00	Adult Education Block Grant	Ratification: The faculty of the Adult Education Block Grant was waiting to finalize the availability of our guests. We were unable to get this information before the January Board deadline.
San Bernardino Chamber of Commerce Leadership Program: Education Day Luncheon	02/17/17	Refreshments and Table Linens Sponsored by the President's office, the President is hosting the luncheon for the San Bernardino Chamber of Commerce Leadership Program group, who will be touring our campus during their Education Day. Anticipated attendance is approximately 35 staff, faculty, and community members.	\$450.00	President's Office General Fund	

SBVC EXPENSES

EVENT	DATE	ITEM BEING PURCHASED	ESTIMATED COST	FUNDING SOURCE	RATIFICATION/AMENDMENT
Dr. Martin Luther King, Jr. Breakfast	02/24/17	Speaker, Awards, Meals and Refreshments Sponsored by Student Services and Student Equity in Partnership with the Black Faculty and Staff Association, this is a ceremony to honor Dr. Martin Luther King, Jr. to celebrate Student Success and African American students. Anticipated attendance is 180 staff, faculty and community members.	\$2,261.70	Student Equity Categorical Funds	
Adult Education Block Grant State Regional Trainings	3/07/17, 03/08/17	Food and Beverages This event which will span two days. Day one includes accountability training and day two will be Comprehensive Adult Student Assessment Systems (CASAS) Training. The anticipated attendance is approximately 50 students, faculty, administrators and community members.	\$500.00	Adult Education Block Grant	

SBVC EXPENSES

EVENT	DATE	ITEM BEING PURCHASED	ESTIMATED COST	FUNDING SOURCE	RATIFICATION/AMENDMENT
Commercial Sexual Exploitation of Children (CSEC) - Awareness and Identification Training	04/13/17	Refreshments Sponsored by the Foster & Kinship Care Education (FKCE) Program, this training is to ensure that foster parents and kinship caregivers, along with professionals in child servicing, understand the CSEC problems. Anticipated attendance is approximately 22 staff and community members.	\$350.00	Foster & Kinship Care Education Categorical Fund	

SBVC EXPENSES

EVENT	DATE	ITEM BEING PURCHASED	ESTIMATED COST	FUNDING SOURCE	RATIFICATION/AMENDMENT
High School Counselor and Career Technician Conference	04/14/17	Promotional Items, Meals and Refreshments Sponsored by San Bernardino Valley College's Counseling department, this event is geared towards providing information and updates to high school counselors and career technicians about program offerings current initiatives in response to the Student Success Act, such as learning communities, academic and student support services as well as strengthening partnership with feeder high schools. Anticipated attendance is approximately 150 High School Counselors' and Career Technician's, faculty and staff.	\$11,049.70	Matriculation Categorical Funds	

SBVC EXPENSES

EVENT	DATE	ITEM BEING PURCHASED	ESTIMATED COST	FUNDING SOURCE	RATIFICATION/AMENDMENT
Working Together for Children - Creating a Brighter Future	04/27/17	Refreshments, Keynote Speaker, Promotional Products and Giveaways, and Printing Sponsored by the Foster & Kinship Care Education program, this conference will highlight changes that enhances the well-being of the children in foster care by reducing trauma, improving educational outcomes, support transition aged youth and increase awareness of the vulnerable issues concerning youth targeted by human traffickers. Information will be shared to create a culture of possibility and inspire additional opportunity. Approximate attendance is 150 staff and community members.	\$6,000.00	Foster & Kinship Care Education Categorical Funds	

SBVC EXPENSES

EVENT	DATE	ITEM BEING PURCHASED	ESTIMATED COST	FUNDING SOURCE	RATIFICATION/AMENDMENT
Middle College High School Inspirational Senior Luncheon	05/23/17	Meals/Refreshments Sponsored by the Middle College High School Chancellor's Grant, this event will provide an opportunity for graduating Middle College High School students to listen to the encouragement and advice of recent graduates to help them on their transition to college life. Anticipated attendance is 95 students, staff and community members.	\$2,300.00	Middle College High School Chancellor's Grant	

CHC EXPENSES

EVENT	DATE	ITEM BEING PURCHASED	ESTIMATED COST	FUNDING SOURCE	RATIFICATION/ AMENDMENT
Flex Days	01-11-17 and 01-12-17	Refreshments. Sponsored by the Professional Development Committee, refreshments for faculty and staff for Flex Day workshops.	\$2,000.00	Student Equity Categorical Fund	Department misunderstood threshold for board approval limits
UCR Fieldtrip	02/24/17	Transportation and Refreshments for 14 students and 2 chaperones to visit "UCR during their 45th annual Community College Day, a Transfer Student Conference. Sponsored by the University Transfer Center, this event connects transfer students with four year institutions to encourage transfer.	\$450.00	Transfer Center General Fund	

CHC EXPENSES

EVENT	DATE	ITEM BEING PURCHASED	ESTIMATED COST	FUNDING SOURCE	RATIFICATION/ AMENDMENT
Spring Club Rush	03/01/17	Refreshments, Giveways and Decorations. Sponsored by the Associated Student Government for the CHC students and staff. Attended guests will have the opportunity to participate in various giveways and have snacks and refreshments that will be provided by their ASB.	\$1,500.00	Associated Student Body General Fund 027	
University of Redlands Ceremonial Signing	03/08/17	Refreshments and Supplies. This event is intended to highlight the MOU for the Pathways Partnership developed between the University of Redlands and Crafton Hills College. The anticipated attendance is approximately 40 students, staff, faculty, administrators and community members.	\$250.00	Campus President General Fund	

CHC EXPENSES

EVENT	DATE	ITEM BEING PURCHASED	ESTIMATED COST	FUNDING SOURCE	RATIFICATION/ AMENDMENT
California Intesegmental Articulation Council Region 9 Meeting	03/15/17	Refreshments. This meeting is for Region 9 articulation officers. They meet once a quarter to receive updates and discuss articulation matters that affect the Region and our agreements.	\$100.00	Counseling General Fund	
2017 Senate Elections	04/17/17 through 04/19/17	Refreshments, Giveaways and Decorations. Sponsored by the Associated Student Government for the CHC students for decorations, supplies and refreshments.	\$500.00	Associated Student Body General Fund 027	
Spring General Assembly	05/05/17 through 05/07/2017	One Advisor and ten students to attend the 2017 Spring General Assembly in Ontario, CA. Advisor is Ericka Paddock.	\$5,000.00	Student Rep Fee Account	

CHC EXPENSES

EVENT	DATE	ITEM BEING PURCHASED	ESTIMATED COST	FUNDING SOURCE	RATIFICATION/ AMENDMENT
Transfer Recognition Luncheon	05/18/16	Refreshments and Supplies. Sponsored by the Transfer Center, the recognition ceremony will celebrate students who have achieved transfer success from CHC. The anticipated attendance is approximately 150 students, staff, faculty and administrators.	\$2,000.00	Transfer Center General Fund	

KVCR EXPENSES

EVENT	DATE	ITEM BEING PURCHASED	ESTIMATED COST	FUNDING SOURCE	RATIFICATION/AMENDMENT
Ethan Bortnick Concert	1/12/2017	Refreshments, Supplies, Rentals,	\$500.00	KVCR Educational Foundation	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Stacey Nikac, Executive Assistant to the Chancellor
DATE: February 9, 2017
SUBJECT: Consideration to Approve Conference Attendance

RECOMMENDATION

It is recommended that the Board of Trustees approve the requests for Conference Attendance.

OVERVIEW

Individual requests are submitted to fund expenses related to conference expenses planned for the colleges and district office.

ANALYSIS

Faculty and staff attend conferences to obtain updated information on policies and procedures in their fields. In addition, conference attendance provides professional growth and staff development.

BOARD IMPERATIVE

IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the budget.

DISTRICT CONFERENCE ATTENDANCE

NAME	DEPARTMENT	CONFERENCE NAME	TRAVEL START DATE	TRAVEL END DATE	CITY, STATE	PURPOSE	ESTIMATED COST PER PERSON	FUNDING SOURCE	RATIFICATION/ AMENDMENT
Board of Trustees and Chancellor (not to exceed 7)	Chancellor's Office/Board	GLI California	02/25/17	02/25/17	Riverside, CA	This one day training Institute will focus on the roles and responsibilities of community college board members, including: fiduciary responsibilities of elected officials vs. governance responsibilities, accreditation and autonomy, running effective board meetings, orienation for new board members, and the prestige and integrity of the board.	\$400 per person	General Funds	

DISTRICT CONFERENCE ATTENDANCE

NAME	DEPARTMENT	CONFERENCE NAME	TRAVEL START DATE	TRAVEL END DATE	CITY, STATE	PURPOSE	ESTIMATED COST PER PERSON	FUNDING SOURCE	RATIFICATION/ AMENDMENT
Frank Reyes	Board of Trustees	HACU International Conference	03/28/17	04/01/17	San Jose, Costa Rica	HACU's International Conference features sessions about the latest trends, model programs, research, and cutting-edge projects related to international education. The conference provides an excellent opportunity to: <ul style="list-style-type: none"> • Discuss key topics related to international higher education and the global community. • Network, exchange ideas and information, and establish new partnerships for international collaboration among institutions of higher education. 	\$3,000.00	General Funds	

CHC CONFERENCE ATTENDANCE

NAME	DEPARTMENT	CONFERENCE NAME	TRAVEL START DATE	TRAVEL END DATE	CITY, STATE	PURPOSE	ESTIMATED COST PER PERSON	FUNDING SOURCE	RATIFICATION/AMENDMENT
Jane Abell, Ryan Bartlett, Vonda O'Shaughnessy, Patty Quach, and Val Rodriguez	Student Services	Leading from the Middle 2017	02/23/17	02/25/17	Pomona, CA	Developing leadership capacity for the implementation of specific approaches for advancing student success.	\$1,048.00 each	Student Equity Categorical Funding	
Wei Zhou	President's Office	CEO Symposium 2017	02/24/17	02/28/17	Solvang, CA	The League's Northern and Southern CEO Conference will be combined into one statewide symposium.	\$1,407.00	Campus President General Fund	
June Yamamoto	Career Education and Human Development	Educating for Careers	03/02/17	03/07/17	Sacramento, CA	Required attendance for CTE Transitions Project Director. Workshops will be on career education, pathways industry sectors and best practices.	\$1,460.00	CTE Transitions Grant	

CHC CONFERENCE ATTENDANCE

NAME	DEPARTMENT	CONFERENCE NAME	TRAVEL START DATE	TRAVEL END DATE	CITY, STATE	PURPOSE	ESTIMATED COST PER PERSON	FUNDING SOURCE	RATIFICATION/AMENDMENT
Kirsten Colvey	Student Services	2017 CCCCSSAA Spring Conference	03/21/17	03/24/17	Los Angeles, CA	Integration through Action conference providing collaboration, professional development and commitment to advocacy through California Community Colleges Chief Student Services Administrators Association.	\$1,309.00	Counseling General Fund	
Claudia Hayton, Veronica Lehman, Christin Moore and John Muskavitch	Financial Aid	California Community Colleges Student financial Aid Administrators Association	03/27/17	03/30/17	Monterey, CA	New rules and regulations for Federal and State aid for students.	\$1,509.81 each	Financial Aid General Fund	

CHC CONFERENCE ATTENDANCE

NAME	DEPARTMENT	CONFERENCE NAME	TRAVEL START DATE	TRAVEL END DATE	CITY, STATE	PURPOSE	ESTIMATED COST PER PERSON	FUNDING SOURCE	RATIFICATION/AMENDMENT
Donna Hoffmann	Marketing	CCPRO Annual Conference	04/18/17	04/22/17	Anaheim, CA	CCPRO provides colleagues from the California Community Colleges an opportunity to network and receive professional development in marketing, media relations, graphic design and public relations specifically for community colleges.	\$1,700.00	Marketing General Fund	
Jim Holbrook	Public Safety and Services	2017 Spring Plenary Session	04/19/17	04/22/17	San Mateo, CA	To learn the latest updates regarding Academic Senate, professional issues and topics.	\$1,990.00	Perkins Categorical Fund	
Jane Abell, Ryan Bartlett, Vonda O'Shaughnessy, Patty Quach, and Val Rodriguez	Student Services	Leading from the Middle 2017	06/08/17	06/10/17	Pomona, CA	Developing leadership capacity for the implementation of specific approaches for advancing student success.	\$1,048.00 each	Student Equity Categorical Funding	

SBVC CONFERENCE ATTENDANCE

NAME	DEPARTMENT	CONFERENCE NAME	TRAVEL START DATE	TRAVEL END DATE	CITY, STATE	PURPOSE	ESTIMATED COST PER PERSON	FUNDING SOURCE	RATIFICATION/ AMENDMENT
Diana Rodriguez	President's Office	CEO Symposium 2017	02/24/17	02/27/17	Solvang, CA	This year the League has combined both the Northern and Southern California CEO symposiums. The event provides CEO's with Accreditation Updates, CCLC Update, and CEO's Role in Philanthropy and Fundraising. This is an opportunity to learn, network and represent San Bernardino Community College District/SBVC with other statewide community college CEO's.	\$1,600.00	President's Office General Fund	
Chris Williams	Student Services/Transfer Center	10th Annual African American Male Empowerment Network & Development (A2MEND) Conference	03/01/17	03/04/17	Los Angeles, CA	Professional Development for examining Student Success Strategies and Transfer Resources. Information received from attending the conference will help increase my knowledge on student success initiatives and benefit the Student Services departments.	\$1,198.00	Student Equity Categorical Fund	

SBVC CONFERENCE ATTENDANCE

NAME	DEPARTMENT	CONFERENCE NAME	TRAVEL START DATE	TRAVEL END DATE	CITY, STATE	PURPOSE	ESTIMATED COST PER PERSON	FUNDING SOURCE	RATIFICATION/ AMENDMENT
Abe Fulgham	Administrative Services	10th Annual African American Male Empowerment Network & Development (A2MEND) Conference	03/01/17	03/04/17	Los Angeles, CA	To learn approaches and receive training in order to provide successful college experiences to the African American Male within the community college systems. The opportunity to learn from others success and replicate what has been proven is essential.	\$1,271.00	Student Equity Categorical Fund	
Heather Johnson and Craig Luke	Student Services/First Year Experience	10th Annual African American Male Empowerment Network & Development (A2MEND) Conference	03/01/17	03/04/17	Los Angeles, CA	To learn approaches and receive training in order to provide successful college experiences to the African American Male within the community college systems. The opportunity to learn from others success and replicate what has been proven is essential.	\$1,336.00 each	Student Equity Categorical Fund	

SBVC CONFERENCE ATTENDANCE

NAME	DEPARTMENT	CONFERENCE NAME	TRAVEL START DATE	TRAVEL END DATE	CITY, STATE	PURPOSE	ESTIMATED COST PER PERSON	FUNDING SOURCE	RATIFICATION/ AMENDMENT
Susan Gasca and Kimberly Wingson	Student Services/Middle College High School	California Coalition of Early & Middle Colleges	03/09/17	03/10/17	Alameda, CA	To network with other colleagues from early and middle colleges as well as to visit and learn about effective practices for College. Knowledge gained from successful existing middle colleges will bring value to San Bernardino Valley College.	\$1,240.00 each	Middle College High School Chancellor's Grant Fund	
Laura Gomez	Student Services/Counseling	Hispanic Association of Colleges and Universities (HACU) 12th International Conference	03/20/17	04/03/17	San Jose, Costa Rica	Opportunity to discuss latest trends, model programs, and cutting edge research on international higher education. The conference will attract an internationally renowned roster of keynote speakers and offers an opportunity for SBVC to represent as a participant of higher education, and also associate with other higher education, government, business, community and philanthropic sectors.	\$2,850.00	President's Office General Fund and Professional Development General Fund	

SBVC CONFERENCE ATTENDANCE

NAME	DEPARTMENT	CONFERENCE NAME	TRAVEL START DATE	TRAVEL END DATE	CITY, STATE	PURPOSE	ESTIMATED COST PER PERSON	FUNDING SOURCE	RATIFICATION/ AMENDMENT
Jeremiah Gilbert	Math	Hispanic Association of Colleges and Universities (HACU) 12th International Conference	03/28/17	04/03/17	San Jose, Costa Rica	Opportunity to discuss latest trends, model programs, and cutting edge research on international higher education. The conference will attract an internationally renowned roster of keynote speakers and offers an opportunity for SBVC to represent as a participant of higher education, and also associate with other higher education, government, business, community and philanthropic sectors.	\$3,075.00	President's Office General Fund	

TESS CONFERENCE ATTENDANCE

NAME	DEPARTMENT	CONFERENCE NAME	TRAVEL START DATE	TRAVEL END DATE	CITY, STATE	PURPOSE	ESTIMATED COST PER PERSON	FUNDING SOURCE
Dawn Gross	TESS/ATPC	California Transcribers and Educators for the Blind and Visually Impaired VI Conference	3/8/2017	3/12/2017	Burlingame, CA	To attend the Board meeting for CTEBVI and represent the ATPC/CA Community Colleges in the exhibit hall. Dawn Gross is a Board member. Attendance will also assist in recruitment of new transcribers and tactile artists and potential fee for service work.	\$1,923.00	ATPC Grant
Jeremy Sims	TESS	CISOA 2017	3/25/2017	3/29/2017	Monterey, CA	Jeremy will be networking with IT staff from most of the CCC's. Jeremy will also be attending presentations on emerging tech and how the CCC's are using it. Jeremy is on the Board of CISOA and a mentor in the CISOA certification program.	\$1,415.00	DCS General Funds

TESS CONFERENCE ATTENDANCE

NAME	DEPARTMENT	CONFERENCE NAME	TRAVEL START DATE	TRAVEL END DATE	CITY, STATE	PURPOSE	ESTIMATED COST PER PERSON	FUNDING SOURCE
Glen Kuck	TESS	Online Learning Consortium Innovate Conference 2017	4/4/2017	4/7/2017	New Orleans, LA	At this conference I will learn about the latest innovations, technologies, and effective practices in the arena of online learning and services and collaborate with peers from other academic institutions of higher learning.	\$2,783.00	DCS General Funds
Celia Huston, Benjamin Gamboa, Keith Wurtz, Jeremiah Gilbert, Rebeccah Warren-Marlatt, Wei Zhou, Komal Bandyopadhyay, Dan Word, Karen Peterson, Jose Torres	TESS	ACCJC Conference 2017	4/5/2017	4/7/2017	Irvine, CA	The first annual conference of the Accrediting Commission for Community and Junior Colleges (ACCJC) will provide training on the role of Trustee's, CEO's, Accrediation Liaison Officers, and other key staff. The conference will outline accreditation expectations to meet its standards and CHC, SBVC, and the District, as a whole, become more effective in service its students.	\$1,793.00 per person	Innovation and Effectiveness Grant

KVCR CONFERENCE ATTENDANCE

NAME	DEPARTMENT	CONFERENCE NAME	TRAVEL START DATE	TRAVEL END DATE	CITY, STATE	PURPOSE	ESTIMATED COST PER PERSON	FUNDING SOURCE	RATIFICATION/ AMENDMENT
Alfredo Cruz, Frank Blanquet, Sahar Khadjenoury	KVCR/FNX	Affiliate Stations Visit & Shoot	03/18/17	03/28/17	New York and Vermont	Shoot FNX NOW and help to launch PBX Affiliate Stations in New York and Vermont	\$4,100.00	FNX	
Alfredo Cruz, Kate Salvesen, Lillian Vasquez, Yvonne Powers, Lindsey Boyd, Darian Manuz, Frank Blanquet, Sahar Khadjenoury,	KVCR/FNX	2017 PBS Annual Meeting	05/14/17	05/18/17	San Diego, CA	FNX will be a sponsor and have a booth; with presentation to promote FNX programming and carriage.	\$ 1,800.00	FNX	
Alfredo Cruz, Frank Blanquet, Sahar Khadjenoury, Eddie Nunez, Robin Underwood	KVCR/FNX	National Indian Gaming Asso. & Tradeshow & Convention	04/09/17	04/14/17	San Diego, CA	Promote FNX and Shoot footage with interviews	\$ 1,200.00	FNX	Previous board approval did not include Alfredo Cruz and the YEAR was incorrect.

EDCT CONFERENCE ATTENDANCE

NAME	DEPARTMENT	CONFERENCE NAME	TRAVEL START DATE	TRAVEL END DATE	CITY, STATE	PURPOSE	ESTIMATED COST PER PERSON	FUNDING SOURCE	RATIFICATION/ AMENDMENT
Robert Levesque	Economic Development and Corporate Training	Apprenticeship Development Workshop	01/24/17	01/26/17	Fairfax, VA	Purpose: Overview of procedures in registering an apprenticeship program. Value: To possibly develop an apprenticeship program at our colleges.	\$908.99	Cal Trans #2	Invitation for the workshop was received 1/4/17, as a result, was not able to meet the January board deadline.
Ashley Gaines	Economic Development and Corporate Training Foundation	CASE District VII Conference	03/08/17	03/11/17	San Diego, CA	Purpose: This conference will offer new perspectives and valuable connections for all areas of advancement at all types of institutions. Value: Meet new and experienced advancement professionals and learn about best practices in the field.	\$1,790.00	EDCT Foundation General Funds	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services

PREPARED BY: Brooke Duncan, CHC Senior Campus Manager, Kitchell/BRj, and Samir Shah, SBVC Senior Campus Manager, Kitchell/BRj

DATE: February 9, 2017

SUBJECT: Consideration of Approval of Agreement with ARUP North America of Los Angeles CA

RECOMMENDATION

It is recommended that the Board of Trustees approve an agreement with ARUP North America of Los Angeles CA for commissioning services for the Measure M Program at SBVC and CHC in the amount of \$73,194.00.

OVERVIEW

In 2011, SBCCD performed a Request for Proposal selection process for Measure M Leadership in Energy & Environmental Design (LEED) documentation and building commissioning services and ARUP was selected. The term of ARUP's original five-year contract expires on March 15, 2017.

ANALYSIS

This agreement will provide continuity of the specialized commissioning services for the Student Services A and Laboratory/Administration renovations projects at CHC. The new contract term will be effective from March 16, 2017 to March 16, 2019.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in the Fund 42 Revenue Bond Construction budget.

No. 97 – CHC GENERAL

DATE: January 10, 2017

TO: Hussain Agah
Director Facilities Planning & Construction
San Bernardino Community College District (SBCCD)

FROM: Leilani Nunez 
Project Manager
Crafton Hills College (CHC)
Kitchell/BRj

RE: **Crafton Hills College (CHC) Measure M**
CHC-8222-SSA Renovation (SSA)
CHC-4636-LADM Renovation (LADM)
ARUP NORTH AMERICA LTD. New Contract

PROJECT SCOPE:

SBCCD approval to execute a new contract with ARUP NORTH AMERICA LTD. for commissioning consultant services for the Measure M Program at Crafton Hills College and Valley College, in the amount of \$73,194.00.

NARRATIVE:

The terms of ARUP's original five (5) year task order contract expires on March 15, 2017. A new contract for facility commissioning is required to complete the consultancy for the SSA and LADM projects currently in construction. ARUP's current contract value of \$908,400.00 included task orders for commissioning, LEED certification, and elevator design coordination on multiple Measure M projects. All task order scopes have been or will be complete by the date of expiration, except for CHC Performing Arts Center (3581) at \$13,120.00 and CHC College Center (8221) at \$13,120.00 for which task orders are now being deducted from the contract scope of work. CHC SSA Renovation and CHC LADM Renovation which are currently in construction will also not be complete. The new contract term to include SSA and LADM will be effective from March 16, 2017 to March 16, 2019, and budgeted as follows:

SSA:
Commissioning Consultant Services \$30,434.00
TAB Management \$2,560.00
Total \$32,994.00

LADM:
Commissioning Consultant Services \$40,200.00
Total \$40,200.00

This new contract is at no additional cost to the District or project budgets. The contract costs for SSA and LADM as noted above have previously been approved via project memo as task orders on the current ARUP contract, and are already included in the project budgets. There has been nothing billed to date against these budgets so the full approved budgeted amounts will be transferred to the new contract.



Any new scopes of work that maybe identified for ARUP will amend the new contract and require Board of Trustee approval through the contract amendment process.

RECOMMENDATION:

Kitchell/BRj recommends that SBCCD grant approval to execute a new contract to ARUP NORTH AMERICA LTD. for commissioning consultant services on the Measure M Program at Crafton Hills College and Valley College, in the total amount of \$73,194.00.

BUDGET INFORMATION:

LADM Renovation – Proj. #4636

Info from Measure M Budget V#40 — 11/30/16

Project Original Budget Amount:	\$ 15,501,611.00
Project Current Spent to date:	\$ 6,913,903.18
Project Current Estimate to Complete:	\$ 15,056,979.81
Project Memo Forecast Cost:	\$ 00.00
Project Change Amount:	\$ 00.00

Contract cost of \$40,200.00 has already been taken from Budget Line Item # 42-50-02-4636-0257-5113.00-7100 – Consultants

Student Services A – Proj. #8222

Info from Measure M Budget V#40 — 11/30/16

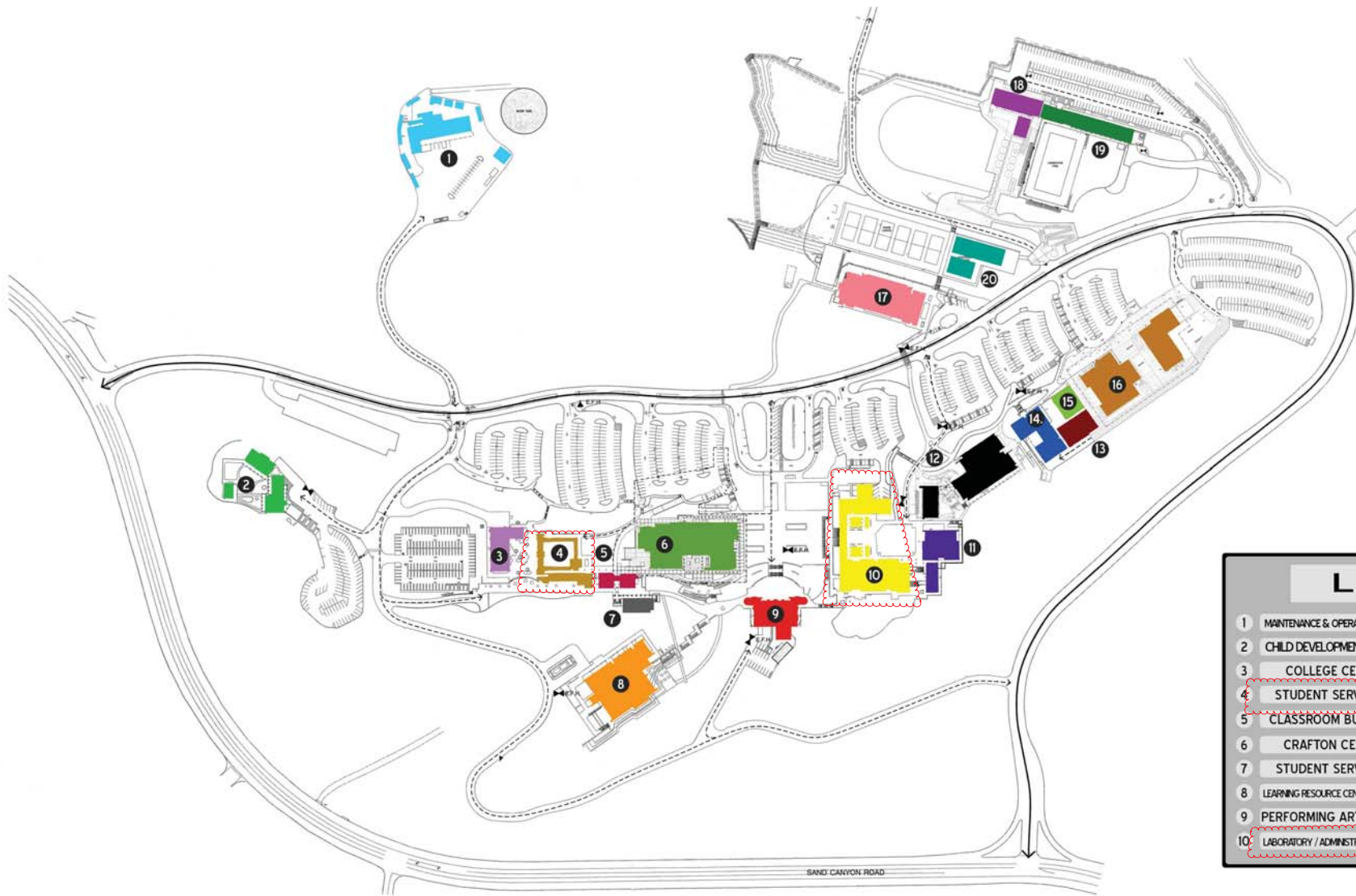
Project Original Budget Amount:	\$ 7,562,467.00
Project Current Spent to date:	\$ 3,050,004.27
Project Current Estimate to Complete:	\$ 8,773,558.72
Project Memo Forecast Cost:	\$ 00.00
Project Change Amount:	\$ 00.00

Contract cost of \$32,994.00 has already been taken from Budget Line Item # 42-50-02-8222-0257-5113.00-7100 – Consultants

Approvals:

	1/15/17
Brooke Duncan, Sr. Campus Manager, Kitchell/BRj	Date
	1/11/17
George Johnson, Bond Program Director, Kitchell/BRj	Date
	1/20/17
Mike Strong, Vice President, Administrative Services, CHC	Date
	1-23-17
Hussain Agah, Director Facilities Planning & Construction, SBCCD	Date

Attachments:



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Brooke Duncan, CHC Senior Campus Manager, Kitchell/BRj
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Amendment 005 to the Contract with PMSM Architects of San Luis Obispo CA

RECOMMENDATION

It is recommended that the Board of Trustees approve Amendment 005 to the contract with PMSM Architects of San Luis Obispo CA in the amount of \$8,485.00.

OVERVIEW

On May 9, 2013, the Board of Trustees approved a contract with PMSM Architects for architectural services on the Student Services – A Renovation project at CHC. During the course of construction, it was determined that the specified air handler and elevator could not be installed in their designed locations without modifications to the existing structural concrete openings. This amendment is for the additional architectural and engineering services needed to gain Division of the State Architect (DSA) approval to make modifications to the existing structural concrete.

ANALYSIS

The effect of this amendment will be an addition of \$8,485.00 to the PMSM Architects contract, resulting in a revised contract amount of \$416,709.17.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in the Fund 42 Revenue Bond Construction budget.

ARCHITECT CONTRACT AMENDMENT: 005

PROJECT: Crafton Hills College (CHC)
Student Services A Renovation
11711 Sand Canyon Road, Yucaipa, CA 92399

OWNER: San Bernardino Community College District
114 S. Del Rosa Avenue
San Bernardino, CA 92408

TO: PMSM Architects
802 E. Cota Street, Suite A
Santa Barbara, CA 93103

Description:

This amendment is for additional services to the Architect for the following scopes of work:

1. Provide structural details and calculations to demo and replace an existing portion of the concrete shear wall to provide access to new air handler unit.
2. Provide structural details and calculations to enlarge the existing door opening in the concrete elevator shaft wall to provide access to new elevator equipment.
3. Prepare and submit CCD(s) to DSA, address comments and coordinate DSA approval.

Costs:

\$8,485.00 Total of this requested Contract Amendment: 005

Attachments:

Kitchell/BRJ Student Services A Renovation Project Memo 37 (9) pages w/ proposal

The original Contract Sum	\$313,383.93
Net change by previous Amendments	\$94,840.24
The Contract Sum prior to this Amendment	\$408,224.17
The Contract Sum will be increased by this Amendment	\$8,485.00
The new Contract Sum including this Amendment	\$416,709.17
The Contract Schedule as of this Amendment will be increased by:	0 calendar days

By signing this Amendment the San Bernardino Community College District (SBCCD) authorizes PMSM Architects to perform the scope of work listed above. SBCCD also authorizes and acknowledges that the amount of this Amendment will be paid via an amendment to PMSM Architects contract with SBCCD.

Not valid until signed by all parties. Signature of Consultant indicates agreement herewith, including any adjustment in the Contract Sum or Contract Schedule.

Authorized:

MONISHA ADNANI


George R. Johnson

Jose F. Torres

Bond Program Director
Kitchell/BRJ

Vice Chancellor Business & Fiscal
Services
SBCCD

PMSM Architects

By: 
DATE: 1/3/17


By: 
DATE: 1/6/17

By: _____
DATE: _____

No. 37 – Student Services-A Renovation

DATE: December 9, 2016

TO: Hussain Agah
Director Facilities Planning & Construction
San Bernardino Community College District (SBCCD)

FROM: Leilani Núñez 
Project Manager
Crafton Hills College (CHC)
Kitchell/BRj

RE: **Crafton Hills College (CHC) Measure M**
CHC-8222-Student Services-A Renovation (SSA)
PMSM Architects Amendment CA 05

PROJECT SCOPE:

SBCCD approval to amend PMSM Architect's agreement for architectural services for the SSA Renovation project, and increase Purchase Order (PO) #171668 by a total amount of \$8,485.00.

NARRATIVE:

During design coordination the mechanical engineer reviewed the existing conditions with the air handler manufacturer to ensure the proper sized equipment was specified. However, during the submittal process the air handler manufacturer determined that the specified equipment would not fit in the existing opening. After review of the possible costs, it was determined to be more cost effective to open up the existing wall instead of disassembling the air handler to get it into its designed space. Furthermore, it had been determined during design that the specified elevator would fit in the existing opening, but during the submittal process, the manufacturer found that the hoist beam would not fit through the opening. After reviewing several options, it was determined by the team that the most cost effective solution would be to enlarge the existing elevator opening. These structural changes previously vetted in the design stage, would now require DSA approval.

The following additional services by PMSM and their consultants are requested to gain DSA approval:

1. Provide structural details and calculations to demo and replace an existing portion of the concrete shear wall to provide access to new air handler unit.
2. Provide structural details and calculations to enlarge the exiting door opening in the concrete elevator shaft wall to provide access to new elevator equipment.
3. Prepare and submit CCD to DSA, address comments and coordinate DSA approval.

These changes affect the timely completion of the mechanical system, and the elevator. Delays in completing these systems will affect the completion of the project.

RECOMMENDATION:

Kitchell/BRj recommends that SBCCD grant approval to execute amendment CA 05 to PMSM Architects and increase PO #171668 by the total amount of \$8,485.00.



12/19/14

BUDGET INFORMATION:

Student Services A – Proj. #8222

Info from Measure M Budget V#39 — 10/31/16

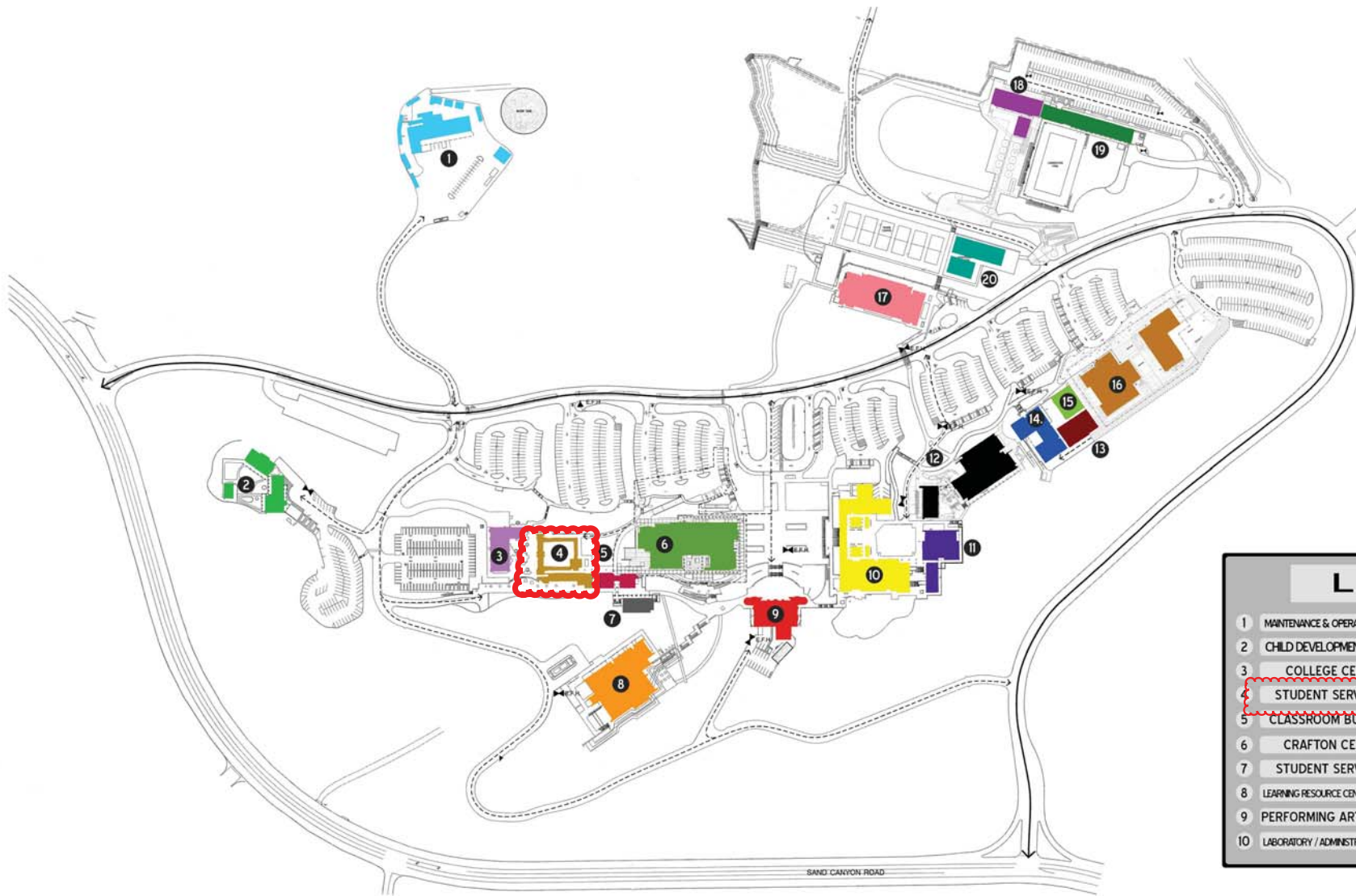
Project Original Budget Amount:	\$ 7,562,467.00
Project Current Spent to date:	\$ 2,470,059.96
Project Current Estimate to Complete:	\$ 5,916,737.69
Project Memo Forecast Cost:	\$ 8,485.00
Project Change Amount:	\$ 00.00

Project Memo cost of \$8,485.00 will come from Budget Line Item # 42-50-02-8222-0257-6220.10-7100 – Architectural Services

Approvals:

	12-9-16
_____ Brooke Duncan, Sr. Campus Manager, Kitchell/BRj	Date
	12/9/16
_____ George Johnson, Bond Program Manager, Kitchell/BRj	Date
	12/13/16
_____ Mike Strong, Vice President, Administrative Services, CHC	Date
	12-16-16
_____ Hussain Agah, AIA, MBA, Director Facilities Planning & Construction	Date

Attachments: PMSM Architects Proposed CA No. 5 dated 12/1/16



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services

PREPARED BY: Samir Shah, SBVC Senior Campus Manager, Kitchell/BRj

DATE: February 9, 2017

SUBJECT: Consideration of Approval of Measure M Construction Change Orders and Contract Amendments

RECOMMENDATION

It is recommended that the Board of Trustees approve the following contract amendments and ratify the following change orders. These changes are required and necessary, benefit the District, and reflect the most favorable negotiated costs.

San Bernardino Valley College – Gymnasium & Pool						
	<u>Change #</u>	<u>Original Contract</u>	<u>Previous Changes</u>	<u>Proposed Changes</u>	<u>New Contract</u>	<u>Total CO %</u>
Three Peaks, Calimesa Ca.	CO-01	17,335.50	0.00	1,115.00	18,450.50	6.43

OVERVIEW

Construction change orders may be generated by a number of circumstances. These include changes directed by the District to address contractor or architect recommendations for efficiency, occupant needs, or to improve future building or space usability. California Public Contract Code 20118.4 establishes a guideline that limits construction contract change orders to 10% of the base contract amount.

A construction contract is amended when there is a change in the scope of work due to unforeseen conditions that must be corrected in order for work to proceed. Amendments alter the base contract amount and are not limited to the 10% guideline.

All change orders and amendments are approved following a specific process of review by the construction manager, architect, program/project managers, and District staff. Nonessential changes are rejected and never receive approval. Any changes determined to be essential to the health of the project and of major benefit to the District are approved and implemented.

ANALYSIS

Construction contract amendments and change orders submitted with this board item total \$1,115.00.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in the Fund 42 Revenue Bond Construction budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

42-55-91-1519
Project Number

Capital Facilities Program Management

C01

CHANGE ORDER

Original Contract Amount: **\$17,335.50**
 Amount of Previous Contract Amendments: **\$0.00**
 Amount of Previous Change Orders: **\$0.00**

School Name:	San Bernardino Valley College	Date:	January 11, 2017
Project Description:	Gymnasium Project	Contract No.:	General Contractor
To (Contractor):	Three Peaks Corp	Attn:	Three Peaks Corp

You are hereby directed to make the following changes in the above reference contract for:

Item No.: Refer to attachments

Reference RFP No.: Refer to attachments

Description of Work

This change order includes additional scopes of work for the general contractor (Three Peaks Corp) generated from Valley Campus Managers request to provide and install additional concrete site walk way adjacent to the ADA ramp/landing repair area. These items were not included in the original contract documents and noted after the bid and execution of the general contractor contract. This change order represents an inclusive and final settlement for all aspects and impacts associated with all added and deleted scopes.

Refer to attached Project Memo No. 627

TOTAL COST OF CONTRACT CHANGE ORDER GYM-Three Peaks Corp -C01: \$1,115.00

Reason for Change:

CODE LEGEND

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted not to be confused with "1"

- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 6 INSPECTOR OR AGENCY GENERATED

Initiator of Change:

- 1 Project Coordination

The original Base Contract Sum was	\$17,335.50
Net change by previous authorized Contract Amendment(s):	\$0.00
The contract AMOUNT due to C.O. No. GYM-Three Peaks-C01 will be increased by:	\$1,115.00
The revised BASE Contract Sum	\$18,450.50
Net change by previous authorized Change Order(s):	\$0.00
The Contract Sum including previous authorized Change Orders	\$18,450.50
The revised Contract Amount, including this Contract Change Order is, therefore:	\$18,450.50
The contract TIME due to C.O. No. GYM-Three Peaks-C01 will be increased by:	0 calendar days
The revised Contract Completion Date, including this Contract Change Order is, therefore	31-Dec-17
SBCCD Change Order No. GYM-Three Peaks Corp-C01 includes Item Number(s)	1.1

This Contract Change Order is not valid until signed by both the Architect and the District Representative (on behalf of the San Bernardino Community College District Board of Education)

Contractor's signature indicates agreement herewith, including any adjustment in the contract amount or contract time. Contractor waives any claim for further adjustments of the Contract Sum and the Contract Time related to the above described change in the Work.

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend your approval for acceptance.

Signature	Name (printed)	Date
_____ NA	Ken Salyer, HMC Architects	_____ 1/11/17
_____ [Signature]	Samir Shah, Kitchell/BRJ	_____ 1/11/17
District	Jose F. Torres, Vice Chancellor, Business and Fiscal Services, SBCCD	
Contractor:	Eric Simmons, Project Manager - Three Peaks Corp	_____ 1/11/17

State of California - Division of the State Architect DSA Application No. **04-112810** File No. **36-C2**
 Approved _____ per Principal Structural Engineer.

CHANGE ORDER NO. GYM-Three Peaks Corp. No. 01

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
CO						
Item 1.1	Provide and install additional concrete next to ADA Ramp per Campus Request	D-4	100		\$1,115	\$1,115
Subtotal						\$1,115
TOTAL CONTRACT CHANGE ORDER # GYM-Three Peaks Corp -C01						\$1,115

CODE LEGEND

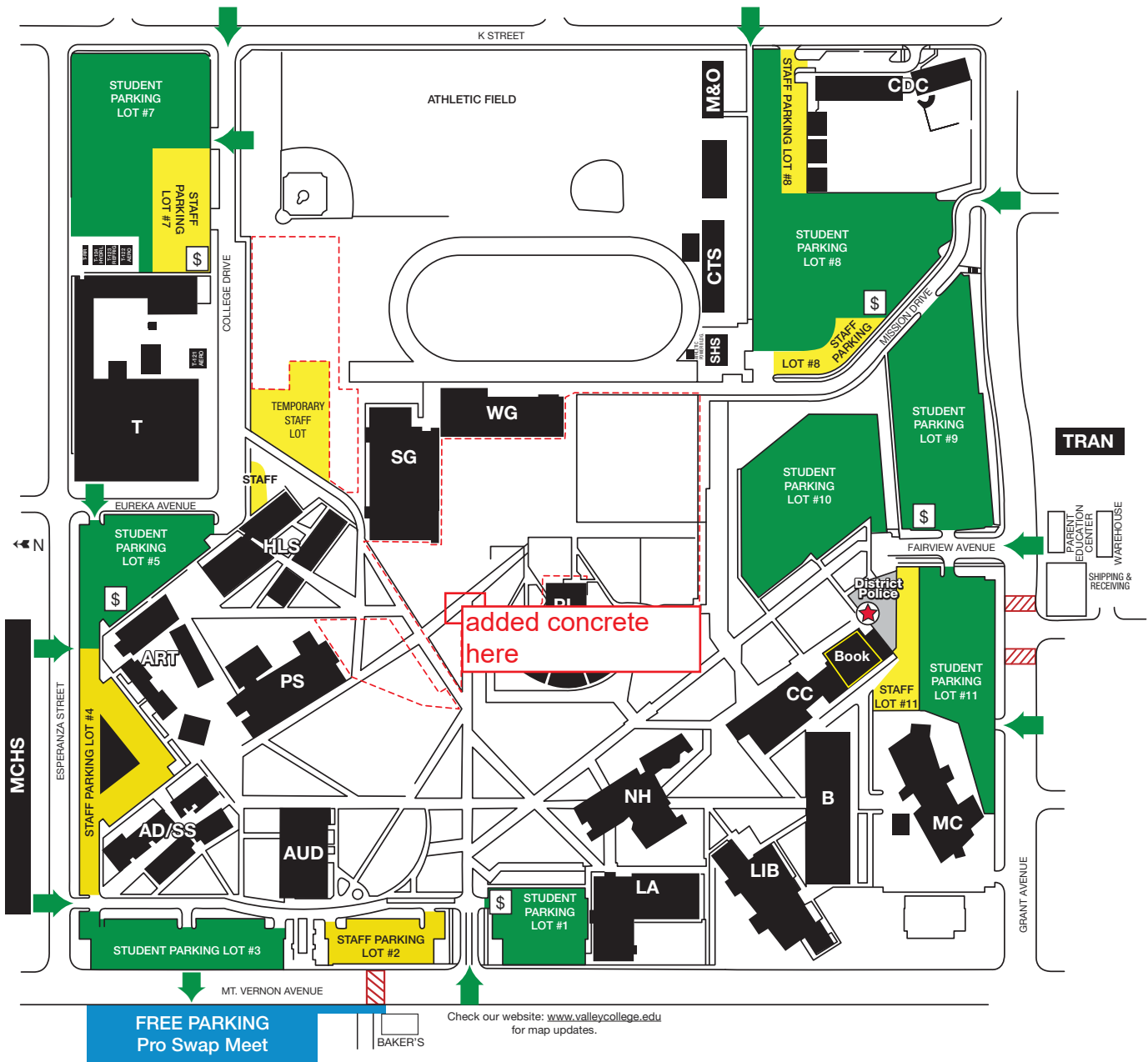
- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
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- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE

* Note: "I" has been omitted not to be confused with "1"

- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

San Bernardino Valley College

701 South Mount Vernon • San Bernardino, CA 92410 • (909) 384-4400



INDICATES CONSTRUCTION AREAS

ARROWS DESIGNATE STUDENT PARKING LOT ENTRANCES

INDICATES PARKING PERMIT DISPENSER

CROSSWALK

INDICATES APPROVED SMOKING AREAS (10)
 This is a smoke-free campus - smoking in non-designated areas or buildings may result in the issuance of a citation (Board Policy #3570; Government Code #7597)

Building Symbols

AD/SS..... Administration/Student Services (Note: AD rooms are located in AD/SS)	MC.....Media/Communications
ART.....Art Center	MCHS..... Middle College High School
AUD..... Auditorium	M&O..... Maintenance & Operations
B..... Business	O..... Observatory
BOOK..... Bookstore	PL..... Planetarium
CC..... Campus Center	PS..... Physical Sciences
CDC.....Child Development Center	SG..... Snyder Gym
CTS.....Computer Technology Services	SHS..... Student Health Services
HLS.....Health & Life Science	T..... Technical
LA..... Liberal Arts	TRAN..... Transportation Center
LIB..... Library	WG..... Women's Gym

DISTRICT POLICE
 Campus Center Rm. 100
 (909) 384-4491

Parking permits/decals are required to park in all parking lots and on all college streets.

Parking in disabled stalls requires a valid California disabled placard and a valid SBCCD parking permit/decals.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Stacey Nikac, Executive Assistant
DATE: February 9, 2017
SUBJECT: Consideration of Approval of Board Policies and Administrative Procedures

RECOMMENDATION

It is recommended that the Board of Trustees approve the Board Policies and Administrative Procedures.

BP 2410 Board Policies and Administrative Procedures; BP/AP 3430 Prohibition of Harassment; AP 3435 Discrimination and Harassment Investigations; BP/AP 7250 Educational Administrators.

ANALYSIS

The changes to the APs and BPs were submitted for First Reading on January 19, 2017.

BOARD IMPERATIVE

- I. Institutional Effectiveness
- II. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

None.

San Bernardino Community College District
Board Policy
Chapter 2 – Board of Trustees

BP 2410 BOARD POLICIES AND ADMINISTRATIVE PROCEDURES

(Replaces SBCCD BP 2045)

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

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

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

Administrative procedures are to be issued by the Chancellor as statements of method to be used in implementing Board Policy. Such administrative procedures shall be consistent with the intent of Board Policy. Administrative procedures may be revised as deemed necessary by the Chancellor through regular consultation processes and/or as required by revisions to laws and regulations. ~~Administrative procedures are forwarded to the Board of Trustees as information items only and do not require a Board vote. The Board reserves the right to direct revisions of the administrative procedures should they, in the Board's judgment, be inconsistent with the Board's own policies.~~^[SN1] The Board reserves the right to direct revisions of the administrative procedures should they, in the Board's judgement, be inconsistent with the Board's own policies.

Board policies and administrative procedures are to be reviewed on a six-year cycle per the schedule specified in AP 2410.

Board policies and administrative procedures shall be readily available on the District's website.

Reference: Education Code Section 70902;

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

47

48

Adopted: 10/14/10

Revised: 7/10/14; 12/11/14, 1/21/16

49

San Bernardino Community College District
Board Policy
Chapter 3 – General Institution

BP 3430 PROHIBITION OF HARASSMENT

DISCRIMINATION AND ILLEGAL HARASSMENT POLICY

(Replaces current SBCCD BP 3430)

NOTE: ~~The language in red ink is legally required.~~

~~❖ From current SBCCD BP 3430 titled Prohibition of Harassment~~

This policy prohibits District employees, students, and student organizations from engaging in unlawful discrimination and harassment including sexual misconduct. Allegations that an employee, student or student organization has violated the *Discrimination and Harassment Policy* will be resolved consistent with AP 34350: *Discrimination and Illegal Harassment Prohibition of Harassment Investigations Resolution Procedures*.

All forms of harassment are contrary to basic standards of conduct between individuals and are prohibited by state and federal law, as well as this policy, and will not be tolerated.

The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation including acts of sexual violence. It shall also be free of other unlawful discrimination and harassment, including that which is based on any of the following statuses: ~~race, color, religion, ancestry, national origin, disability, sex (i.e. gender), sexual orientation, or the perception that a person has one or more of the foregoing characteristics.~~ race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex including pregnancy, gender, gender identity, gender expression, age, or sexual orientation of any person, military and veteran status, or because he/she an individual is perceived to have one or more of the foregoing characteristics. or is associated with an individual with one or more of these actual or perceived characteristics. Sexual violence (e.g.: non-consensual sexual intercourse and non-consensual sexual contact) and interpersonal/relationship violence are always violations of the sex and gender-based discrimination and harassment policies and stalking often can be as well.

45 The District seeks to foster an environment in which all employees, students, unpaid
46 interns, and volunteers—and students feel free to report incidents of harassment without
47 fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation
48 against any individual for filing a complaint of discrimination or harassment or for
49 participating in a harassment related investigation. Such conduct is illegal and constitutes
50 a violation of this policy. All allegations of retaliation will be swiftly and thoroughly
51 investigated. If the District determines that retaliation has occurred, it will take all
52 reasonable steps within its power to stop such conduct. Individuals who engage in
53 retaliatory conduct are subject to disciplinary action, up to and including termination or
54 expulsion. Retaliation is defined below.

55
56
57 Any student, or employee, unpaid intern, or volunteer individual who believes that he/she
58 has they have been harassed, discriminated against or retaliated against in violation of
59 this policy should immediately may report such incidents by following the procedures
60 described below. in AP 3435 titled Discrimination and Harassment Investigations.
61 Supervisors are mandated to report all incidents of discrimination, harassment and
62 retaliation that come to their attention.

63
64 ~~Harassment based on any of the following statuses is prohibited and will not be tolerated;~~
65 ~~race, color, religion, ancestry, national origin, disability, gender, or sexual orientation, or the~~
66 ~~perception that a person has one or more of the foregoing characteristics.~~

67
68 ~~Sexual harassment violates state and federal laws, as well as this policy, and will not be~~
69 ~~tolerated. It is also illegal to retaliate against any individual for filing a complaint of sexual~~
70 ~~harassment or for participating in a sexual harassment investigation, and retaliation~~
71 ~~constitutes a violation of this policy.~~

72
73 ~~Sexual harassment is further defined as unwelcome sexual advances, requests for sexual~~
74 ~~favors and other conduct of a sexual nature when:~~

- 75
76 ~~• Submission to the conduct is made a term or condition of an individuals employment,~~
77 ~~academic status, or progress;~~
- 78
79 ~~• Submission to or rejection of thee conduct by the individual is used as a basis of~~
80 ~~employment or academic decisions affecting the individual;~~
- 81
82 ~~• The conduct has the purpose or effect of having a negative impact upon the~~
83 ~~individual's work or academic performance, or of creating an intimidating, hostile or~~
84 ~~offensive work or education environment; or~~
- 85
86 ~~• Submission to or rejection of the conduct by the individual is used as the basis for~~
87 ~~any decision affecting the individual.~~

88
89 Scope

90 This policy applies to all aspects of the academic environment, including but not limited to
91 admission, classroom conditions, grades, academic standing, employment opportunities,
92 scholarships, recommendations, disciplinary actions, and participation in any community
93 college activity. In addition, this policy applies to all terms and conditions of employment,
94 including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall,
95 transfer, leave of absence, training opportunities and compensation.

96
97 This policy applies to behaviors that take place on campus and at school-sponsored events and may
98 also apply off-campus and to actions online when the [Title IX Coordinator/Institutional Equity
99 Officer] determines that the off-campus conduct affects a substantial school interest or impacts the
100 educational mission of the District.

101
102 A substantial school interest includes:

- 103 a) Any action that constitutes criminal offense as defined by federal or state law. This
104 includes, but is not limited to, single or repeat violations of any local, state or federal law
105 committed in the municipality where the school is located;
106
107 b) Any situation where it appears that the responding party may present a danger or
108 threat to the health or safety of self or others;
109
110 c) Any situation that significantly impinges upon the rights, property or achievements of
111 self or others or significantly breaches the peace and/or causes social disorder; and/or
112
113 d) Any situation that is detrimental to the educational interests of the school.

114
115
116 Any online postings or other electronic communication by students, including cyber-bullying,
117 cyber-stalking, cyber-harassment, etc. occurring completely outside of the District's control will
118 only be subject to this policy when those online behaviors can be shown to cause a substantial on-
119 campus disruption. Off-campus discriminatory or harassing speech by employees may be regulated
120 by the District only when such speech is made in an employee's official or work-related capacity.
121 The District's policy is not meant to inhibit or prohibit educational content or discussions inside or
122 outside of the classroom that include germane, but controversial or sensitive subject matters
123 protected by academic freedom.

124
125 The District reserves the right to address offensive conduct and/or harassment that does not rise to
126 the level of discrimination, or that is of a generic nature not on the basis of a protected status.
127 Addressing such issues may not result in the imposition of discipline under District policy, but will
128 be addressed through civil confrontation, remedial actions, education and/or effective conflict
129 resolution mechanisms.

130
131 Questions about this policy should be directed to the [Title IX Coordinator/Institutional Equity
132 Officer].

133 **Reporting**

134
135 Any conduct that may be criminal in nature may be reported to law enforcement. In an emergency,
136 call 911. The District's sworn law enforcement unit can be reached at: 909-384-4491 (for SBVC, Main
137 District Office, Annex Building, and the Transportation Center) or 909-389-3275 (for Crafton Hills
138 College). The San Bernardino Police Department can be reached at 909-383-5311. The San

139 Bernardino Sheriff's Department, Yucaipa can be reached at 909-790-3105. Any student or employee
140 who would like assistance from the school in contacting the police should contact the District's [Title
141 IX Coordinator/Institutional Equity Officer].

142
143 Within the school, students may make confidential reports of discrimination or harassment to
144 Student Health Services (at SBVC, phone 909-384-4495) and to Health and Wellness (at Crafton
145 Hills College, phone 909-389-3272). Outside of the school, both students and employees may make
146 confidential reports to San Bernardino Sexual Assault Services at 800-656-4673 or to the Center
147 Against Sexual Assault, San Jacinto at 951-652-8300. All [LM1] District employees, except those in
148 Student Health Services and Health and Wellness, are mandated to immediately report to the [Title
149 IX Coordinator/Institutional Equity Officer] all incidents of discrimination, harassment and
150 retaliation that come to their attention. Reporting parties may want to consider carefully whether
151 they share personally identifiable details with non-confidential employees, as those details must be
152 shared by the employee with the [Title IX Coordinator/ Institutional Equity Officer]. Generally,
153 climate surveys, classroom writing assignments, human subjects research, or events such as Take
154 Back the Night marches or speak-outs do not provide notice that must be reported to the
155 coordinator by employees.

156 In some cases, it may be appropriate for students and staff to let the offending person know
157 immediately and firmly that the conduct or behavior is unwelcome, offensive, in poor taste and/or
158 inappropriate prior to reporting, and the District encourages this type of communication. However,
159 the District does not require an impacted party to contact the person involved if doing so is
160 impracticable or unsafe, or if the impacted party believes that the conduct cannot be effectively
161 addressed in this manner.

162
163 The District encourages anyone who believes they are being harassed or discriminated against to file
164 a complaint verbally or in writing. The [Title IX Coordinator/Institutional Equity Officer] is the
165 responsible District officer charged with receiving complaints of discrimination or harassment, and
166 an individual wishing to report discrimination, harassment and/or retaliation to the school may
167 report directly to the [Title IX Coordinator/Institutional Equity Officer] or to the Title IX Coordinators
168 at each of the Colleges. The District website also includes a reporting form at [insert link] which
169 maybe submitted to [Title IX Coordinator/Institutional Equity Officer or to the State Chancellor's
170 Office]. When brought to the attention of the school, any discrimination or discriminatory
171 harassment prohibited by this policy will be appropriately remedied by the school according to the
172 procedures described in AP 3435: *Discrimination and Harassment Investigations*. The District uses a
173 preponderance of the information standard of proof to determine whether or not this policy was
174 violated which is commonly referred to as "more likely than not." Any individual who believes they
175 have been discriminated against or harassed by a student, employee, or third party in violation of
176 this policy may file a complaint. When the District does not have control over the alleged harasser
177 because they are not affiliated with the District, the District may offer supportive remedies to the
178 reporting party.

179
180
181 Name:
182 [Title IX Coordinator/Institutional Equity Officer]
183 Office of [_____]
184 Location/Address:
185 (###) ###-###
186 Email:

187

188 Name:
189 [SBVC Title IX Coordinator]
190 Office of [_____]
191 Location/Address:
192 (###) ###-###
193 Email:

194
195
196 Name:
197 [CHC Title IX Coordinator]
198 Office of [_____]
199 Location/Address:
200 (###) ###-###
201 Email:

202
203
204 Individuals experiencing harassment or discrimination also always have the right to file a formal
205 grievance with government authorities:

206
207 Office for Civil Rights
208 U.S. Department of Education
209 400 Maryland Avenue, SW
210 Washington, DC 20202-1100
211 Phone: 800-421-3481
212 FAX: 202-453-6012
213 TDD#: 877-521-2172
214 Email: OCR@ed.gov
215 Web: <http://www.ed.gov/ocr>

216
217 Office for Civil Rights (Regional Office)
218 U.S. Department of Education
219 50 Beale Street, Suite 7200
220 San Francisco, CA 94105-1813
221 Phone: 415-486-5555
222 FAX: 415-486-5570
223 TDD#: 800-877-8339
224 Email: ocr.sanfrancisco@ed.gov

225
226 U.S. Department of Justice Civil Rights Division
227 950 Pennsylvania Avenue, N.W.
228 Educational Opportunities Section, PHB
229 Washington, D.C. 20530
230 Phone: (202) 514-4092 or 1-877-292-3804 (toll free)
231 FAX: (202) 514-8337
232 Email: education@usdoj.gov

233
234 Equal Employment Opportunity Commission (EEOC)
235 131 M Street, NE
236 Washington, DC 20507
237 Phone: 202-663-4900

238 TTY#: 202-663-4494
239 Email: info@eeoc.gov

240
241 California Department of Fair Employment and Housing
242 2218 Kausen Drive, Suite 100
243 Elk Grove, CA 95758
244 Phone: 916-478-7251 or 1-800-884-1684
245 Email: contact.center@dfeh.ca.gov
246

247

248 **Timeliness**

249 There is no time limitation on filing a complaint with the District although the District strongly
250 encourages the filing of complaints within 30 days of the alleged incident. While all complaints are
251 taken seriously and will be reviewed promptly, a delay in filing impedes the District's ability to
252 investigate and remediate. If the responding party is no longer subject to the school's jurisdiction, the
253 school, in most cases, will be unable to proceed with the resolution process.

254

255 **Evidence Preservation**

256 Police are in the best position to secure evidence of a crime. Physical evidence of a criminal sexual
257 assault must be collected from the alleged victim's person within 120 hours, though evidence can
258 often be obtained from towels, sheets, and clothes for longer periods of time. If you believe you
259 have been a victim of a criminal sexual assault, you should go to the hospital Emergency Room
260 before washing yourself or your clothing. A specially trained nurse at the hospital is usually on call
261 24 hours a day, 7 days a week. If a victim goes to the hospital, local police will be called, but the
262 victim is not obligated to talk to the police or to pursue prosecution. Having the evidence collected
263 in this manner will help to keep all options available to a victim, but will not obligate them to any
264 course of action. Collecting evidence can assist the authorities in pursuing criminal charges, should
265 the victim decide later to exercise it. Victims of sexual assault, domestic violence, stalking, and dating
266 violence are encouraged to also preserve evidence by saving text messages, instant messages, social
267 networking pages, and other communications, and keeping pictures, logs or other copies of documents, if
268 they have any, that would be useful to District investigators or police.

269

270 **Amnesty For Victims And Witnesses**

271 An individual who participates as a reporting party or witness in an investigation [of sexual assault,
272 domestic violence, dating violence, or stalking]LM2] will not be subject to disciplinary sanctions for
273 a violation of the District's policy at or near the time of the incident, unless the District determines
274 that the violation was egregious, including, but not limited to, an action that places the health or
275 safety of any other person at risk or involves plagiarism, cheating, or academic dishonesty.

276

277 **Definitions¹**

278 **Disability.** A physical or mental impairment as defined in Government Code, section 12926 which
279 limits (makes difficult) one or more major life activities. A person may be considered disabled who
280 has a record of such an impairment or who is regarded as having such an impairment.

281

¹The state definitions applicable to criminal activity may differ from the definitions used by the District to address policy violations.

282 Sex. A person's biological sex.

283
284 Gender. A person's gender identity and gender related appearance and behavior, whether or not
285 stereotypically associated with the person's assigned sex at birth.

286
287 Discrimination. Actions that deprive members of the community of educational or employment
288 access, benefits or opportunities on the basis of actual or perceived membership in a protected class.

289
290 Discriminatory and bias-related harassment. Unwelcome conduct on the basis of actual or
291 perceived membership in a protected class, by any member or group of the community.

292
293 Discriminatory and bias-related harassment may be disciplined when it creates a hostile
294 environment. A hostile environment may be created by oral, written, graphic, or physical conduct
295 that is sufficiently severe, persistent or pervasive, and objectively offensive that it interferes with,
296 limits or denies the ability of an individual to participate in or benefit from educational programs or
297 activities or employment access, benefits or opportunities.

298
299
300 Example: Sondra and Jane often mock their colleague, Tim, because Tim is in his late 60's. They
301 refuse to work with him on several work-related projects and refer to him as a geezer who is out of
302 touch. Tim asks them to stop and states they are making it hard for him to do his work, but they
303 continue to mock him and call him names based on his age.

304
305 Sexual Harassment. Unwelcome, sexual, sex-based and/or gender-based verbal, written, online
306 and/or physical conduct.

307
308 Sexual harassment may be disciplined when it takes the form of quid pro quo harassment,
309 retaliatory harassment and/or creates a hostile environment.

310
311 A hostile environment is created when sexual harassment is:

- 312 — sufficiently severe,
- 313 — persistent or pervasive, and
- 314 — objectively offensive that it:
 - 315 — unreasonably interferes with, denies or limits someone's ability to
 - 316 participate in or benefit from the college's educational, employment, or
 - 317 social programs.

318
319 Quid Pro Quo Sexual Harassment is:

320 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical
321 conduct of a sexual nature by a person having power or authority over another, when
322 submission to such sexual conduct is made either explicitly or implicitly a term or
323 condition of rating or evaluating an individual's educational development or
324 performance.

325
326 Some examples of possible Sexual Harassment include:

- 327
- 328 — A professor insists that a student have sex with them in exchange for a good grade. This is
329 harassment regardless of whether the student accedes to the request.

- 330 — A student repeatedly sends sexually oriented jokes around on an email list they created,
- 331 even when asked to stop, causing one recipient to avoid the sender on campus.
- 332 — Two supervisors frequently “rate” several employees’ bodies and sex appeal, commenting
- 333 suggestively about their clothing and appearance.
- 334 — An ex-girlfriend widely spreads false stories about her sex life with her former boyfriend to
- 335 the clear discomfort of the boyfriend, turning him into a social pariah on campus.
- 336 — A student grabs another student by the hair, then grabs her breast and puts his mouth on
- 337 it. While this is sexual harassment, it is also a form of sexual violence.

339

340 **Non-Consensual Sexual Intercourse.** Any sexual intercourse, however slight, with any object, by a

341 person upon another person, that is without consent and/or by force. Intercourse includes: vaginal

342 or anal penetration by a penis, object, tongue or finger, and oral copulation (mouth to genital contact),

343 no matter how slight the penetration or contact.

344

345 Example: Alex and Jamie are at a party. Alex is not sure how much Jamie has been drinking, but is

346 pretty sure it’s a lot. In a coat room, Jamie comes on to Alex, initiating sexual activity. Alex asks if

347 Jamie is really up to this, and Jamie says yes. Clothes go flying. Suddenly, Jamie runs for the

348 bathroom. Jamie returns with a pale face. Alex thinks Jamie may have vomited. They begin to fool

349 around again, and have sexual intercourse. Alex is having a good time, but notices that Jamie seems

350 pretty groggy and passive, and may have even passed out briefly during the sex.

351

352 **Non-Consensual Sexual Contact.** Any intentional sexual touching, however slight, with any object,

353 by a person upon another person, that is without consent and/or by force. Sexual contact includes:

354 Intentional contact with the breasts, buttock, groin, or genitals, or touching another with any of these

355 body parts, or making another touch you or themselves with or on any of these body parts; or any

356 other intentional bodily contact in a sexual manner.

357

358

359 Example: Jesse and Morgan are dancing at an event held on campus. Jesse suddenly grabs Morgan’s

360 buttocks. Morgan pushes Jesse away. Jesse says, “you know you like it” and grabs Morgan’s buttocks

361 again.

362

363 **Sexual Exploitation.** Occurs when one person takes non-consensual or abusive sexual advantage

364 of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the

365 one being exploited, and that behavior does not otherwise constitute one of other sexual

366 misconduct offenses. Examples of sexual exploitation include, but are not limited to:

- 367 — Invasion of sexual privacy;
- 368 — Prostituting another person;
- 369 — Non-consensual digital, video or audio recording of nudity or sexual activity;
- 370 — Unauthorized sharing or distribution of digital, video or audio recording of nudity or sexual
- 371 activity;
- 372 — Engaging in voyeurism;
- 373 — Going beyond the boundaries of consent (such as letting your friend hide in the closet to
- 374 watch you having consensual sex);
- 375 — Knowingly exposing someone to or transmitting an STI, STD or HIV to another person;

- 376 — Intentionally or recklessly exposing one’s genitals in non-consensual circumstances;
- 377 inducing another to expose their genitals;
- 378 — Sexually based stalking and/or bullying may also be forms of sexual exploitation

379
380 **Consent.** Affirmative consent is required for sexual activity, defined as affirmative, conscious, and
381 voluntary agreement to engage in sexual activity. It is the responsibility of each person involved in
382 the sexual activity to ensure that he or she has the affirmative consent of the other or others to
383 engage in the sexual activity. Lack of protest or resistance does not mean consent, nor does silence
384 mean consent. Affirmative consent must be ongoing throughout sexual activity and can be revoked
385 at any time. The existence of a dating relationship between the persons involved, or the fact of past
386 sexual relations between them, should never by itself be assumed to be an indicator of consent.

387
388 In the evaluation of complaints in any disciplinary process, it shall not be a valid excuse to alleged
389 lack of affirmative consent that the accused believed that the complainant consented to the sexual
390 activity under either of the following circumstances: (A) The accused’s belief in affirmative consent
391 arose from the intoxication or recklessness of the accused; or (B) The accused did not take
392 reasonable steps, in the circumstances known to the accused at the time, to ascertain whether the
393 complainant affirmatively consented. in the evaluation of complaints in the disciplinary process, it
394 shall not be a valid excuse that the accused believed that the complainant affirmatively consented to
395 the sexual activity if the accused knew or reasonably should have known that the complainant was
396 unable to consent to the sexual activity under any of the following circumstances: (A) The
397 complainant was asleep or unconscious; (B) The complainant was incapacitated due to the
398 influence of drugs, alcohol, or medication, so that the complainant could not understand the fact,
399 nature, or extent of the sexual activity; or (C) The complainant was unable to communicate due to a
400 mental or physical condition.

401
402 **Incapacitation.** A state where someone cannot make rational, reasonable decisions because they
403 lack the capacity to give knowing consent (e.g., to understand the “who, what, when, where, why or
404 how” of their sexual interaction).

405
406 **Attempts.** An individual attempts to commit a violation of policy when they take direct action to
407 commit the behavior, beyond planning. In most circumstances, the District will treat attempts to
408 commit any of the violations listed in this policy as if those attempts had been completed.

409
410
411 **Other Misconduct Offenses** (will fall under this policy when based on the victim’s actual or
412 perceived membership in a protected class)

- 413
- 414 — Threatening or causing physical harm, extreme verbal abuse, or other conduct which
- 415 threatens or endangers the health or safety of any person.
- 416 — Intimidation, defined as implied threats or acts that cause an unreasonable fear of harm in
- 417 another.
- 418 — Hazing, defined as acts likely to cause physical or psychological harm or social ostracism to
- 419 any person within the school community, when related to the admission, initiation,
- 420 pledging, joining, or any other group affiliation activity.
- 421 — Bullying, defined as
- 422 — Repeated and/or severe

- 423 — Aggressive behavior
- 424 — Likely to intimidate or intentionally hurt, control or diminish another person,
- 425 physically or mentally
- 426 — That is not speech or conduct otherwise protected by the 1st Amendment.
- 427 — Intimate Partner Violence (IPV), defined as violence or abuse between those in an intimate
- 428 relationship to each other; IPV is always a violation of the prohibition on discriminatory
- 429 harassment when based on sex or gender.
- 430 — A boyfriend shoves his girlfriend into a wall upon seeing her talking to a male friend.
- 431 This physical assault based in jealousy is a violation of the Intimate Partner Violence
- 432 policy.
- 433 — An ex-girlfriend shames her female partner, threatening to out her as a lesbian if she
- 434 doesn't give the ex another chance. Psychological abuse is a form of Intimate Partner
- 435 Violence.
- 436 — Married employees are witnessed in the parking garage, with one partner slapping
- 437 and scratching the other in the midst of an argument.
- 438 6. Stalking. Stalking is a violation of the prohibition on discriminatory harassment based on
- 439 sex or gender when it is based on those traits.
- 440 a. Stalking 1:
- 441 — A course of conduct
- 442 — Directed at a specific person
- 443 — On the basis of actual or perceived membership in a protected class
- 444 — That is unwelcome, AND
- 445 — Would cause a reasonable person to feel fear
- 446 b. Stalking 2:
- 447 — Repetitive and Menacing
- 448 — Pursuit, following, harassing and/or interfering with the peace and/or safety
- 449 of another]
- 450 7. Any other District policies may fall within this section when a violation is motivated by
- 451 the reporting party's actual or perceived membership in a protected class.

452 **Sanctions**

453 Employees who violate the policy may be subject to disciplinary action up to and including
 454 termination[LM3]. Students who violate this policy may be subject to disciplinary measures up to and
 455 including expulsion. Unpaid interns who violate this policy and related procedures may be subject to
 456 disciplinary measures up to and including termination from the internship or other unpaid work
 457 experience program. The following sanctions may be imposed when policy has been violated:

459 **Student or Student Organization Sanctions**

- 460 — Warning
- 461 — Probation
- 462 — Suspension
- 463 — Expulsion
- 464 — Withholding Diploma
- 465 — Revocation of Degree

- 466 — Transcript Notation
- 467 — Organizational Sanctions
- 468 — Other Actions

469

470 **Employee Sanctions**

- 471 — Warning— Written or Verbal
- 472 — Performance Improvement Plan
- 473 — Required Counseling
- 474 — Required Training or Education
- 475 — Demotion
- 476 — Loss of Annual Pay Increase
- 477 — Suspension without Pay
- 478 — Suspension with Pay
- 479 — Revocation of Tenure
- 480 — Termination

481

482 **Sanctioning for Sexual Misconduct***

483 — Any person found responsible for violating the Non-Consensual Sexual Contact policy (where
484 no intercourse has occurred) will likely receive a sanction ranging from probation to
485 expulsion or termination, depending on the severity of the incident, and taking into account
486 any previous disciplinary violations.

487

488 — Any person found responsible for violating the Non-Consensual Sexual Intercourse policy will
489 likely receive a sanction of suspension or expulsion or termination.

490

491 — Any person found responsible for violating the Sexual Exploitation or Sexual Harassment
492 policies will likely receive a sanction ranging from warning to expulsion or termination,
493 depending on the severity of the incident, and taking into account any previous disciplinary
494 violations.

495

496 *The District reserves the right to broaden or lessen any range of recommended sanctions in the case
497 of serious mitigating circumstances or egregiously offensive behavior.

498

499 **False Reports**

500 Deliberately false and/or malicious accusations of discrimination and harassment, as opposed to
501 grievances which, even if erroneous, are made in good faith, are just as serious an offense as
502 harassment or harassment itself, and will be subject to appropriate disciplinary action.

503

504 **Consensual Relationships Between Individuals in Unequal Positions**

505 There are inherent risks in any romantic or sexual relationship between individuals in unequal positions
506 (such as teacher and student, supervisor and employee). These relationships may be less consensual
507 than perceived by the individual whose position confers power. The relationship also may be viewed in
508 different ways by each of the parties, particularly in retrospect. Furthermore, circumstances may
509 change, and conduct that was previously welcome may become unwelcome. Even when both parties
510 have consented at the outset to a romantic or sexual involvement, this past consent may not remove

511 grounds for a later charge of a violation of applicable sections of the faculty/staff handbooks. The District
512 does not wish to interfere with private choices regarding personal relationships when these
513 relationships do not interfere with the goals and policies of the District. For the personal protection of
514 members of this community, relationships in which power differentials are inherent (faculty-student,
515 staff-student, administrator-student, supervisor-supervisee) are generally discouraged.

516
517 Consensual romantic or sexual relationships in which one party maintains a direct supervisory or
518 evaluative role over the other party are unethical. Therefore, persons with direct supervisory or
519 evaluative responsibilities who are involved in such relationships must bring those relationships to the
520 timely attention of their supervisor, and will likely result in the necessity to remove the employee from
521 the supervisory or evaluative responsibilities, or shift the student out of being supervised or evaluated
522 by someone with whom they have established a consensual relationship. While no relationships are
523 prohibited by this policy, failure to self-report such relationships to a supervisor as required can result
524 in disciplinary action for an employee.²

525 526 **Retaliation**

527 Retaliation is defined as any adverse action taken against a person participating in a protected activity
528 because of their participation in that protected activity [subject to limitations imposed by the 1st
529 Amendment and/or Academic Freedom]. Retaliation against an individual for making an allegation, for
530 supporting a reporting party, or for assisting in providing information relevant to an allegation is a
531 serious violation of District policy.

532 533 **Privacy**

534 If an alleged victim does not wish for their name to be shared, does not wish for an investigation to
535 take place, or does not want a formal resolution to be pursued, they may make such a request to the
536 [Director of Institutional Equity/Title IX Coordinator] who will evaluate that request in light of the
537 duty to ensure the safety of the campus and comply with federal law. In cases indicating pattern,
538 predation, threat, weapons and/or violence, the District will likely be unable to honor a request for
539 confidentiality. In cases where the victim requests confidentiality and the circumstances allow the
540 District to honor that request, the District will offer interim supports and remedies to the victim and
541 the community, but will not otherwise pursue formal action. Formal reporting still affords privacy
542 to the reporter, and only a small group of officials who need to know will be told. Information will be
543 shared as necessary with investigators, witnesses and the responding party. The circle of people with
544 this knowledge will be kept as small as possible to preserve the privacy of the individuals involved.

545 546 547 548 549 **Off-Campus Resources**

550 San Bernardino Sexual Assault Services: Provides a free 24-Hour Crisis Intervention Hotline,
551 Individual and Group Counseling, and Hospital and Court Advocacy and Accompaniment for victims
552 of sexual assault and domestic violence. Phone 800-656-4673; on the web at
553 <http://www.sbsas.org/>

554

² When a consensual relationship gives rise to quid pro quo harassment allegations, those allegations are to
be resolved in accord with the District's policies on Title IX. When an employee fails to timely notify their
supervisor under this policy, but no allegations of harassment are present, the resolution falls under the
policy on "Failure to comply" in the employee/faculty handbook, and should be resolved as such.

555 Center Against Sexual Assault, San Jacinto: Provides individual peer to peer counseling,
556 accompaniment to legal proceedings and forensic exams, advocacy services including applications
557 for Temporary Restraining Orders of Protection, and support groups for victims of sexual violence.
558 Phone 951-652-8300; on the web at <http://www.swcasa.org/home.aspx>
559

560 California Coalition Against Sexual Assault (CALCASA). CALCASA can direct you to support in your
561 county. Phone 888-922-5227; on the web at <http://www.calcasa.org/>
562

563 Nation-wide resources include:

564 Sexual Assault Hotline _____ 800-656-4673

565 Domestic Violence Hotline _____ 800-799-7233

566 Center for Victims of Crime Hotline _____ 202-467-8700

567 GLBT National Help Center _____ 888-843-4564

568 Rape, Abuse & Incest National Network _____ 202-544-3064
569

570

571 *Training for Employees and Students*

572

573 ~~To this end, the~~ The Chancellor shall ensure that the institution undertakes education and
574 training activities to counter discrimination and harassment and to prevent, minimize, and/or
575 eliminate a any hostile environment that impairs access to equal education opportunity or
576 impacts the terms and conditions of employment. (Education Code Section 66252).
577

578 ~~All new supervisory employees must be provided with training and education on sexual [LM4]~~
579 ~~harassment within six months of their assumption of a supervisory position. The District shall~~
580 ~~provide sexual harassment training and education to each supervisory employee once every two~~
581 ~~years. The training and education shall include information and practical guidance regarding the~~
582 ~~federal and state statutory provisions concerning the prohibition against and the prevention and~~
583 ~~correction of sexual harassment and the remedies available to victims of sexual harassment in~~
584 ~~employment. The training and education shall also include practical examples aimed at instructing~~
585 ~~supervisors in the prevention of harassment, discrimination, and retaliation, and shall be presented~~
586 ~~by trainers or educators with knowledge and expertise in the prevention of harassment,~~
587 ~~discrimination, and retaliation.~~
588

589 ~~Training of all staff will be conducted. This includes counselors, faculty, health personnel, law~~
590 ~~enforcement officers, coaches, and all staff who regularly interact with students. Training for~~
591 ~~academic staff should emphasize environmental harassment in the classroom. The District will also~~
592 ~~provide training to students who lead student organizations. The District should provide copies of~~
593 ~~the sexual harassment policies and training to all District law enforcement unit employees regarding~~
594 ~~the grievance procedures and any other procedures used for investigating reports of sexual violence.~~
595

596 ~~In years in which a substantive policy or procedural change has occurred, all District employees will~~
597 ~~attend a training update and/or receive a copy of the revised policies and procedures.~~
598

599 ~~Participants in training programs will be required to sign a statement that they have either~~
600 ~~understood the policies and procedures, their responsibilities, and their own and the District's~~
601 ~~potential liability, or that they did not understand the policy and desire further training.~~

~~In order to take proactive measures to prevent sexual harassment and violence toward students, the District will provide preventive education programs for all students. District will include such programs in their orientation programs for new students, and in training for student athletes and coaches. These programs will include discussion of what constitutes sexual harassment and sexual violence, the District's policies and disciplinary procedures, and the consequences of violating these policies. A training program or informational services will be made available to all students at least once annually. The education programs will also include information aimed at encouraging students to report incidents of sexual violence to the appropriate District and law enforcement authorities.~~

~~The Chancellor shall establish procedures that define sexual harassment and other forms of harassment on campus. The Chancellor shall further establish procedures for employees, students, unpaid interns, volunteers, and other members of the campus community that provide for the investigation and resolution of complaints regarding sexual harassment and discrimination, and procedures for students to resolve complaints of sexual and other harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.~~

This policy and related written procedures ~~(including the procedure for making complaints)~~ shall be widely published and publicized to administrators, faculty, staff, and students, unpaid interns, and volunteers particularly when they are new to the institution. They shall be available for students, ~~and employees, unpaid interns, and volunteers~~ in all administrative offices.

~~Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion. Unpaid interns who violate this policy and related procedures may be subject to disciplinary measures up to and including termination from the internship or other unpaid work experience program.[LM5]~~

~~**NOTE:** The language delineated above encompasses prohibition of all forms of harassment for employees, students, and visitors on District-owned or operated property.~~

~~ **From current SBCCD BP 5510 titled Student Sexual Harassment Plan**~~

~~**A. Introduction**~~

- ~~1. Harassment on the basis of sex is a violation of both federal and state laws as well as this District policy. The colleges of the District will provide to all students a learning environment free from sexual harassment, and will not tolerate such conduct on the part of any employee.~~
- ~~2. Any student with a complaint of sexual harassment should immediately report it to his/her counselor or the Chief Student Services Officer. If the counselor or the Chief Student Services Officer is the individual about whom the complaint is to be made, the student should make the complaint directly to the College President or~~

649 designee. All complaints reported to a counselor or the Chief Student Services
650 Officer shall be immediately reported to the College President. It is the College
651 President's responsibility to see that all complaints of sexual harassment are
652 promptly and thoroughly investigated and properly resolved. No student will
653 suffer reprisals for reporting any incidents of sexual harassment or making a
654 complaint.

655
656 Violations of this policy by an employee are causes for disciplinary action up to and including
657 termination.

658 659 **B. General Definitions**

660
661 Sexual harassment is defined as unwelcome sexual advances, requests for sexual
662 favors, and other verbal, written, or physical conduct of a sexual nature. It includes,
663 but is not limited to, circumstances in which:

- 664
665 1. Submission to such conduct is made explicitly or implicitly a term or condition of
666 a student's academic standing or status.
- 667
668 2. Such conduct has the purpose or effect of unreasonably interfering with an
669 individual's academic performance or creating an intimidating, hostile, or
670 offensive learning environment.
- 671
672 3. Submission to or rejection of such conduct is used as the basis for academic
673 success or failure.

674 675 **C. Forms of Sexual Harassment**

676
677 Forms of sexual harassment include, but are not limited to, the following:

- 678
679 1. Verbal harassment - Derogatory comments, jokes or slurs;
- 680
681 2. Physical harassment - Unnecessary or offensive touching, or impeding or
682 blocking movement;
- 683
684 3. Visual harassment - Derogatory or offensive posters, cards, cartoons, graffiti,
685 drawings, or gestures; and
- 686
687 4. Sexual favors - Unwelcome sexual advances, requests for sexual favors, and
688 other verbal, written, or physical conduct of a sexual nature upon which is
689 conditioned any educational/academic benefit, or conduct which unreasonably
690 interferes with a student's academic performance or creates an offensive learning
691 environment.

692 693 **D. Grievance**

694 A student who perceives that he/she has been sexually harassed under the
695 conditions of this policy shall follow the procedures outlined in the "Student
696 Grievance" Policy.

697
698 **References:** Education Code Sections 212.5, 44100, 66252, and 66281.5;
699 Government Code Sections 12940 and 12950.1; Government Code Section
700 12950.1;
701 Title 2 Sections 10500 et seq.;
702 Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section
703 2000e[LM6]

704
705
706 ***NOTE:** The **red ink** signifies language that is **legally required** and recommended by the Policy and
707 Procedure Service and its legal counsel (Liebert Cassidy Whitmore). The language in **black ink** is from
708 the current SBCCD BP 3430 titled Prohibition of Harassment approved on 6/8/06 and current SBCCD BP
709 5510 titled Student Sexual Harassment Plan approved on 8/8/91.*

Adopted: 6/8/06 (BP 3430); 8/8/91 (BP 5510)
Revised:

711

San Bernardino Community College District
Administrative Procedure
Chapter 3 – General Institution

AP 3430 ~~PROHIBITION OF HARASSMENT~~ PROHIBITION OF HARASSMENT

PROCEDURES FOR HANDLING COMPLAINTS OF UNLAWFUL DISCRIMINATION
UNDER TITLE 5 SECTIONS 59300 ET SEQ.

(Replaces current SBCCD BP 3430)

~~❖ From current SBCCD BP 3430 titled Prohibition of Harassment~~

~~Policy and Procedures for
Handling Complaints of Unlawful Discrimination
Under Title 5 Sections 59300 et seq.~~

Introduction and Scope

The District is committed to providing an academic and work environment free of unlawful discrimination and harassment. This procedure defines ~~sexual harassment~~ discrimination and other forms of harassment on campus, and sets forth a procedure for the investigation and resolution of complaints of ~~harassment~~ discrimination by or against any staff or faculty member or student within the District.

This procedure and the related policy protects students and employees in connection with all the academic, educational, extracurricular, athletic, and other programs of the District, whether those programs take place in the District's facilities, a District bus, or at a class or training program sponsored by the District at another location.

These are ~~the written policies and~~ procedures for filing and processing complaints of unlawful discrimination at San Bernardino Community College District. These ~~policies and~~ procedures incorporate the legal principles contained in nondiscrimination provisions of the California Code of Regulations, title 5, sections 59300 et seq. as well as other state and federal substantive and procedural requirements.

A copy of ~~these written~~ relevant policies ~~procedures~~ on unlawful discrimination will be displayed in a prominent location in the Office of Human Resources, San Bernardino Valley College President's Office, Crafton Hills College President's Office ~~main administrative~~

43 ~~building or and~~ other areas where notices regarding the institution's rules, regulations,
44 procedures, and standards of conduct are posted.

45
46 Authority: 20 U.S.C. § 1681 et seq.; Ed. Code, §§ 66270, 66271.1, 66281.5; Gov. Code, §§
47 11135-11139.5; Cal. Code Regs., tit. 5, § 59326. Reference: Cal. Code Regs., tit. 5, §§
48 59300 et seq.; 34 C.F.R. § 106.8(b).

49 50 ~~Unlawful Discrimination Policy~~

51 ~~The policy of the San Bernardino Community College District is to provide an educational~~
52 ~~and employment environment in which no person shall be unlawfully denied full and equal~~
53 ~~access to, the benefits of, or be unlawfully subjected to discrimination, in whole or in part,~~
54 ~~on the basis of ethnic group identification, national origin, religion, age, sex or gender, race,~~
55 ~~color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these~~
56 ~~perceived characteristics or based on association with a person or group with one or more~~
57 ~~of these actual or perceived characteristics, in any program or activity that is administered~~
58 ~~by, funded directly by, or that receives any financial assistance from the State Chancellor or~~
59 ~~Board of Governors of the California Community Colleges.~~

60
61 ~~The policy of the San Bernardino Community College District is to provide an educational~~
62 ~~and employment environment free from unwelcome sexual advances, requests for sexual~~
63 ~~favors, sexual favoritism, or other verbal or physical conduct or communications constituting~~
64 ~~sexual harassment.~~

65
66 ~~The policy of San Bernardino Community College District is to comply with the accessibility~~
67 ~~requirements of Section 508 of the Rehabilitation Act of 1973 in the development,~~
68 ~~procurement, maintenance, or use of electronic or information technology and respond to~~
69 ~~and resolve unlawful discrimination complaints regarding accessibility. Such complaints will~~
70 ~~be treated as complaints of discrimination on the basis of disability.~~

71
72 ~~Employees, students, or other persons acting on behalf of the District who engage in~~
73 ~~unlawful discrimination as defined in this policy or by state or federal law may be subject to~~
74 ~~discipline, up to and including discharge, expulsion, or termination of contract.~~

75
76 ~~In so providing, t~~The San Bernardino Community College District hereby implements the
77 provisions of California Government Code sections 11135 through 11139.5, the Sex Equity
78 in Education Act (Ed. Code, § 66250 et seq.), title VI of the Civil Rights Act of 1964 (42
79 U.S.C. § 2000d), ~~title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), section~~
80 ~~504 of the Rehabilitation Act of 1973 (29~~

81 Board Approved February 2010

82
83 U.S.C. § 794), section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d), the
84 Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12100 et seq.) and the Age
85 Discrimination Act (42 U.S.C. § 6101).

86
87 Authority: Cal. Code Regs., tit. 5, § 59300; Ed. Code §§ 66250 et seq., 66271.1, 66700, and
88 70901; Gov. Code § 11138. Reference: Ed. Code §§ 66250 et seq. and 72011; Gov. Code,

89 §§ 11135-11139.5; Penal Code §§ 422.6 and 422.55; 20 U.S.C. § 1681; 29 U.S.C. §§ 794
90 and 794d; 42 U.S.C. §§ 6101, 12100 et seq. and 2000d; 36 C.F.R. § 1194.

91
92 **Retaliation**
93 ~~It is unlawful for anyone to retaliate against someone who files an unlawful discrimination~~
94 ~~complaint, who refers a matter for investigation or complaint, who participates in an~~
95 ~~investigation of a complaint, who represents or serves as an advocate for an alleged victim~~
96 ~~or alleged offender, or who otherwise furthers the principles of this unlawful discrimination~~
97 ~~policy.~~

98
99 ~~Authority: 20 U.S.C. §§ 1681 et seq.; 34 C.F.R. § 106; Cal. Code Regs., tit. 5, §§ 59300 et~~
100 ~~seq.; Revised Sexual Harassment Guidance: Harassment of Students by School~~
101 ~~Employees, Other Students, or Third Parties, Title IX, Office for Civil Rights, January 19,~~
102 ~~2001.~~

103
104 **Responsible District Officer**

105
106 The San Bernardino Community College District has identified the Vice Chancellor of
107 Human Resources & Employee Relations ~~(VCHR)~~ to the State Chancellor's Office and to
108 the public as the single District officer responsible for receiving ~~all~~ unlawful discrimination
109 complaints filed pursuant to title 5, section 59328, and for coordinating their investigation
110 ~~and resolution~~. Informal charges of unlawful discrimination should be brought to the attention
111 of the ~~responsible district officer~~ VCHR Vice Chancellor of Human Resources & Employee
112 Relations, who shall oversee the informal resolution process pursuant to section 59327. The
113 actual investigation of complaints may be assigned to other staff or to outside persons or
114 organizations under contract with the District. Such delegation procedures will be used
115 whenever the ~~officer designated to receive complaints~~ VCHR Vice Chancellor is named in
116 the complaint or is implicated by the allegations in the complaint.

117
118 Administrators, faculty members, other District employees, and students shall direct all
119 complaints of unlawful discrimination to the ~~responsible District officer~~ VCHR Vice Chancellor
120 of Human Resources & Employee Relations.

121
122 Authority: Cal. Code Regs., tit. 5, § 59324; 34 C.F.R. § 106.8.

123
124 **Informal/Formal Complaint Procedure**
125 **(see Complaint Procedure Checklist at the end of the procedure)**

126
127 When a person brings charges of unlawful discrimination to the attention of the ~~District's~~
128 ~~responsible officer~~ Vice Chancellor of Human Resources & Employee Relations ~~VCHR,~~
129 ~~he/she~~ that officer will:

- 130
131
 - ~~(1)~~ Undertake efforts to informally resolve the charges;
 - ~~(2)~~ Advise the complainant that he or she need not participate in informal resolution;
 - ~~(3)~~ Notify the person bringing the charges of his or her right to file a formal complaint
- 132 and explain the procedure for doing so;
- 133
134

- ~~(4)~~ Assure the complainant that he or she will not be required to confront, or work out problems with, the person accused of unlawful discrimination;
- ~~(5) Advise the complainant that he or she may file a nonemployment-based complaint with the Office for Civil Rights of the U.S. Department of Education (OCR) where such a complaint is within that agency's jurisdiction.~~
- ~~(6)~~ If the complaint is employment-related, the complainant should also be advised that he or she may file a complaint with the U.S. Equal Employment Opportunity Commission (EEOC) and/or the California Department of Fair Employment and Housing (DFEH) where such a complaint is within that agency's jurisdiction.

Efforts at informal resolution need not include any investigation unless the ~~responsible District officer VCHR Vice Chancellor of Human Resources & Employee Relations~~ determines that an investigation is warranted by the seriousness of the charges. Selecting an informal resolution does not extend the time limitations for filing a formal complaint. Efforts at informal resolution may continue after the filing of a formal written complaint, but after a complaint is filed an investigation is required to be conducted pursuant to title 5, section 59334, and will be completed unless the matter is informally resolved and the complainant dismisses the complaint. Even if the complainant does dismiss the complaint, the ~~responsible district officer VCHR Vice Chancellor~~ may require the investigation to continue if he/~~or~~ she determines that the allegations are serious enough to warrant an investigation. Any efforts at informal resolution after the filing of a written complaint will not exceed the 90-day period for rendering the administrative determination pursuant to title 5, section 59336.

In employment-related cases, if the complainant also files with the Department of Fair Employment and Housing or with the U.S. Equal Employment Opportunity Commission, a copy of that filing will be sent to the State Chancellor's Office requesting a determination of whether a further investigation under title 5 is required. Unless the State Chancellor's Office determines that a separate investigation is required, the District will discontinue its investigation under title 5 and the matter will be resolved through the Department of Fair Employment and Housing or the U.S. Equal Employment Opportunity Commission.

The District will allow for representation where required by law and may allow for representation for the accused and complainant in other circumstances on a case by case basis.

Authority: Cal. Code Regs., tit. 5, §§ 59327, 59328, 59334, 59336, and 59339; NLRB v. Weingarten, Inc. (1975) 420 U.S. 251.

Filing of Formal Written Complaint

If a complainant decides to file a formal written unlawful discrimination complaint against the District, he or she must file the complaint on a form prescribed by the State Chancellor.

178 These approved forms are available from the District and also at the State Chancellor's
179 website, as follows:

180
181 <http://www.cccco.edu/SystemOffice/Divisions/Legal/Discrimination/tabid/294/Default.aspx>

182
183 The completed form must be filed with the District representative or mailed directly to the
184 State Chancellor's Office of the California Community Colleges. Complainants may contact
185 the Vice Chancellor of Human Resources & Employee Relations\VCHR for assistance in
186 filling out the form, if necessary.

187
188 Once a complaint is filed, the individual(s) accused of engaging in prohibited discriminatory
189 conduct ~~shall~~ be advised of that filing and the general nature of the complaint. This
190 should occur as soon as possible and in a manner that is appropriate under the
191 circumstances. The District will also advise the accused that an assessment of the accuracy
192 of the allegations has not yet been made, that the complaint will be investigated, that the
193 accused will be provided an opportunity to present his/her side of the matter, and that any
194 conduct that could be viewed as retaliatory against the complainant or any witnesses must
195 be avoided.

196
197 Authority: Cal. Code Regs., tit. 5, §§ 59311 and 59328.

200 201 **Threshold Requirements Prior to Investigation of a Formal Written Complaint**

202
203 When a formal written complaint is filed it will be reviewed to determine if the complaint
204 meets the following requirements:

- 205
- 206 • ~~•~~ The complaint must be filed on a form prescribed by the State Chancellor's Office.
 - 207 • ~~•~~ The complaint must allege unlawful discrimination prohibited under title 5, section
208 59300.
 - 209 • ~~•~~ The complaint must be filed by one who alleges that he or she has personally
210 suffered unlawful discrimination or by one who has learned of such unlawful
211 discrimination in his or her official capacity as a faculty member or administrator.
 - 212 ~~• In any complaint not involving employment, the complaint must be filed within one year~~
213 ~~of the date of the alleged unlawful discrimination or within one year of the date on which~~
214 ~~the complainant knew or should have known of the facts underlying the specific incident or~~
215 ~~incidents of alleged unlawful discrimination~~
 - 216 • ~~•~~ In any complaint alleging discrimination in employment, the complaint shall be filed
217 within 180 days of the date the alleged unlawful discrimination occurred, except that
218 this period will be extended by no more than 90 days following the expiration of that
219 180 days if the complainant first obtained knowledge of the facts of the alleged
220 violation after the expiration of 180 days.

221
222 Authority: Cal. Code Regs., tit. 5, § 59328.

223
224 **Defective Complaint**

225
226 If a complaint is found to be defective, it will be immediately returned to the complainant with
227 a ~~complete~~ explanation of why an investigation will not be initiated under California Code of
228 Regulations, title 5, section 59300 et seq. The notice will inform the complainant that the
229 complaint does not meet the requirements of section 59328, and shall specify in what
230 requirement the complaint is defective. A copy of the notice to the complainant will also be
231 sent to the State Chancellor's Office.

232
233 Authority: Cal. Code Regs., tit. 5, §§ 59328, 59332.

234
235
236
237
238 **Notice to State Chancellor or District**

239
240 A copy of all formal complaints filed in accordance with the title 5 regulations will be
241 forwarded to the State Chancellor's Office immediately upon receipt, regardless of whether
242 the complaint is brought by a student or by an employee. Similarly, when the State
243 Chancellor's Office receives a complaint a copy will be forwarded to the District.

244
245 Authority: Cal. Code Regs., tit. 5, § 59330.

246
247 **Administrative Determination**

248
249 ~~In any case not involving employment discrimination, within 90 days of receiving an unlawful~~
250 ~~discrimination complaint filed under title 5, sections 59300 et seq., the responsible District~~
251 ~~officer will complete the investigation and forward a copy of the investigative report to the~~
252 ~~State Chancellor, a copy or summary of the report to the complainant, and written notice~~
253 ~~setting forth all the following to both the complainant and the State Chancellor:~~

- 254 ~~— (a) the determination of the chief executive officer or his/her designee as to whether there~~
255 ~~is probable cause to believe discrimination occurred with respect to each allegation in the~~
256 ~~complaint;~~
257 ~~— (b) a description of actions taken, if any, to prevent similar problems from occurring in the~~
258 ~~future;~~
259 ~~— (c) the proposed resolution of the complaint; and~~
260 ~~— (d) the complainant's right to appeal to the District governing board and the State~~
261 ~~Chancellor.~~

262 In any case involving employment discrimination, within 90 days of receiving an unlawful
263 discrimination complaint filed under title 5, sections 59300, et seq., the responsible District

264 officer will complete the investigation and forward a copy or summary of the report to the
265 complainant, and written notice setting forth all the following to the complainant:

266
267 ~~(a)~~

- 268 • ~~(a)~~ the determination of the chief executive officer or his/her designee as to whether
269 there is probable cause to believe discrimination occurred with respect to each
270 allegation in the complaint;
- 271 • ~~(b)~~ a description of actions taken, if any, to prevent similar problems from occurring
272 in the future;
- 273 • ~~(c)~~ the proposed resolution of the complaint; and
- 274 • ~~(d)~~ the complainant's right to appeal to the District governing board and to file a
275 complaint with the Department of Fair Employment and Housing.

276
277 The District will keep these documents on file for a period of at least three years after closing
278 the case, and make them available to the State Chancellor upon request.

279
280 The San Bernardino Community College District recognizes the importance of and is
281 therefore committed to completing investigations and resolving complaints as quickly as
282 possible, consistent with the requirements for a thorough investigation.

283
284 Authority: Cal. Code Regs., tit. 5, § 59336.

285 **Complainant's Appeal Rights**

286
287
288 Complainants have appeal rights that they may exercise if they are not satisfied with the
289 results of the District's administrative determination. At the time the administrative
290 determination and summary is mailed to the complainant, the responsible District officer or
291 his/her designee shall notify the complainant of his or her appeal rights as follows:

- 292
293 • ~~(a)~~ First level of appeal: The complainant has the right to file an appeal to the District's
294 governing board within 15 days from the date of the administrative determination.
295 The District's governing board will review the original complaint, the investigative
296 report, the administrative determination, and the appeal.
- 297 • ~~(b)~~ The District's governing board will issue a final District decision in the matter within
298 45 days after receiving the appeal. Alternatively, the District's governing board may
299 elect to take no action within 45 days, in which case the original decision in the
300 administrative determination will be deemed to be affirmed and shall become the final
301 District decision in the matter. A copy of the final decision rendered by the District's
302 governing board will be forwarded to the complainant and to the State Chancellor's
303 Office.
- 304 ~~• Second level of appeal: The complainant has the right to file an appeal with the California~~
305 ~~Community College Chancellor's Office in any case not involving employment-related~~

306 ~~discrimination within 30 days from the date that the governing board issues the final District~~
307 ~~decision or permits the administrative determination to become final by taking no action~~
308 ~~within 45 days. The appeal must be accompanied by a copy of the decision of the governing~~
309 ~~board or evidence showing the date on which the complainant filed an appeal with the~~
310 ~~governing board, and a statement under penalty of perjury that no response was received~~
311 ~~from the governing board within 45 days from that date. In any case involving employment~~
312 ~~discrimination, the complainant has the right to file a complaint with the Department of Fair~~
313 ~~Employment and Housing (DFEH) where the case is within the jurisdiction of that agency.~~

314 Complainants must submit all appeals in writing.

315 Authority: Cal. Code Regs., tit. 5, §§ 59338 and 59339.

317
318
319 **Provision of Information to State Chancellor**

320 ~~In any case not involving employment discrimination, within 150 days of receiving a~~
321 ~~complaint, the responsible District officer will either:~~

322 ~~— Forward the following to the State Chancellor:~~

323 ~~— • A copy of the final District decision rendered by the governing board or a statement~~
324 ~~indicating the date on which the administrative determination became final as a~~
325 ~~result of taking no action on the appeal within 45 days.~~

326 ~~— • A copy of the notice of appeal rights the District sent the complainant.~~

327 ~~• Any other information the State Chancellor may require; or~~

328 ~~— Notify the State Chancellor that the complainant has not filed an appeal with the district~~
329 ~~governing board and that the District has closed its file.~~

330
331 ~~The District will keep these documents on file for a period of at least three years after closing~~
332 ~~the case, and in any case involving employment discrimination, make them available to the~~
333 ~~State Chancellor upon request.~~

334
335 Authority: Cal. Code Regs., tit. 5, §§ 59338 and 59340.

336
337 **Extensions**

338
339 If for reasons beyond its control, the District is unable to comply with the 90-day or 150-day
340 deadlines specified above for submission of materials to the complainant and the State
341 Chancellor's Office, the ~~responsible District officer~~Vice Chancellor of Human Resources &
342 Employee Relations\VCHR will file a written request that the State Chancellor grant an
343 extension of the deadline. Where an extension is deemed necessary by the District, it must
344 be requested from the State Chancellor regardless of whether ~~or not~~ the case involves
345 employment discrimination. The request will be submitted no later than 10 days prior to the
346 expiration of the deadlines established by title 5 in sections 59336 and/or 59340 and will set

347 forth the reasons for the request and the date by which the District expects to be able to
348 submit the required materials.

349
350 A copy of the request for an extension will be sent to the complainant, who will be advised
351 that he or she may file written objections with the State Chancellor within 5 days of receipt.
352 The State Chancellor may grant the request unless delay would be prejudicial to the
353 investigation. If an extension of the 90-day deadline is granted by the State Chancellor the
354 150-day deadline is automatically extended by an equal amount.

355
356 Authority: Cal. Code Regs., tit. 5, § 59342.

357
358

359 **Definitions**

360
361 Definitions applicable to nondiscrimination policies are as follows:

362
363 • "Appeal" means a request by a complainant made in writing to the San Bernardino
364 Community College District governing board pursuant to title 5, section 59338, and/or to the
365 State Chancellor's Office pursuant to title 5, section 59339, to review the administrative
366 determination of the District regarding a complaint of discrimination.

367 • "

368
369 Association with a person or group with these actual or perceived characteristics" includes
370 advocacy for or identification with people who have one or more characteristics of a
371 protected category listed under "Unlawful Discrimination Policy" and title 5, section 59300,
372 participation in a group associated with persons having such characteristics, or use of a
373 facility associated with use by such persons.

374
375 • "Complaint" means a written and signed statement meeting the requirements of title 5,
376 section 59328 that alleges unlawful discrimination in violation of the nondiscrimination
377 regulations adopted by the Board of Governors of the California Community Colleges, as
378 set forth at title 5, sections 59300 et seq.

379
380 • "Days" means calendar days.

381
382 • "District" means the San Bernardino Community College District or any District program or
383 activity that is funded directly by the state or receives financial assistance from the state.
384 This includes the District Personnel Commission and any other organization associated with
385 the District or its college(s) that receives state funding or financial assistance through the
386 District.

387
388 • "Gender" means sex, and includes a person's gender identity and gender related
389 appearance and behavior whether or not stereotypically associated with the person's
390 assigned sex at birth.

391

392 General Harassment is based on race, religious creed, color, national origin, ancestry,
393 physical disability, mental disability, medical condition, genetic information, marital status,
394 sex, gender, gender identity, gender expression, age, sexual orientation of any person,
395 military and veteran status, or the perception that a person has one or more of these
396 characteristics is illegal and violates District policy. Harassment is found where, in the
397 aggregate, incidents are sufficiently pervasive, persistent, or severe that a reasonable
398 person with the same characteristics as the victim of the harassing conduct would be
399 adversely affected to a degree that interferes with his or her ability to participate in or to
400 realize the intended benefits of an institutional activity, employment, or resource.

401
402
403 Sexually harassing conduct can occur between people of the same or different genders.
404 The standard for determining whether conduct constitutes sexual harassment is whether a
405 reasonable person of the same gender as the victim would perceive the conduct as
406 harassment based on sex.

407 •
408
409 Gender-based harassment does not necessarily involve conduct that is sexual. Any hostile
410 or offensive conduct based on gender can constitute prohibited harassment if it meets the
411 definition above. For example, repeated derisive comments about a person's competency
412 to do the job, when based on that person's gender, could constitute gender-based
413 harassment. Harassment comes in many forms, including but not limited to the following
414 conduct that could, depending on the circumstances, meet the definition above, or could
415 contribute to a set of circumstances that meets the definition:

416
417 Verbal: Inappropriate or offensive remarks, whistling slurs, jokes or innuendoes
418 based on a person's race, gender, sexual orientation, or other protected status. This
419 may include, but is not limited to, inappropriate comments regarding an individual's
420 body, physical appearance, attire, sexual prowess, marital status, or sexual
421 orientation; unwelcome flirting or propositions, demands for sexual favors, verbal
422 abuse, threats or intimidation; or sexist, patronizing or ridiculing statements that
423 convey derogatory attitudes based on gender, race, nationality, sexual orientation or
424 other protected status.

425
426 Physical: Inappropriate or offensive touching, assault, or physical interference with
427 free movement. This may include, but is not limited to kissing, patting, lingering or
428 intimate touches, grabbing, pinching, leering, staring, unnecessarily brushing against
429 or blocking another person, whistling or sexual gestures. It also includes any physical
430 assault or intimidation directed at an individual due to that person's gender, race,
431 national origin, sexual orientation or other protected status. Physical sexual
432 harassment includes acts of sexual violence, such as rape, sexual assault, sexual
433 battery, and sexual coercion. Sexual violence refers to physical sexual acts
434 perpetrated against a person's will or where a person is incapable of giving consent
435 due to the victim's use of drugs or alcohol. An individual also may be unable to give
436 consent due to an intellectual or other disability.

437

438 Visual or Written: The display or circulation of visual or written material that degrades
439 an individual or group based on gender, race, nationality, sexual orientation, or other
440 protected status. This may include, but is not limited to, posters, cartoons, drawings,
441 graffiti, reading materials, computer graphics, or electronic media transmissions.

442
443 Environmental: A hostile academic or work environment may exist where it is
444 permeated by sexual innuendo; insults or abusive comments directed at an individual
445 or group based on gender, race, nationality, sexual orientation, or other protected
446 status; or gratuitous comments regarding gender, race, sexual orientation, or other
447 protected status that are not relevant to the subject matter of the class or activities
448 on the job. A hostile environment can arise from an unwarranted focus on sexual
449 topics or sexually suggestive statements in the classroom or work environment. It
450 can also be created by an unwarranted focus on, or stereotyping of, particular racial
451 or ethnic groups, sexual orientations, genders or other protected statuses. An
452 environment may also be hostile toward anyone who merely witnesses unlawful
453 harassment in his/her immediate surroundings, although the conduct is directed at
454 other(s). The determination of whether an environment is hostile is based on the
455 totality of the circumstances, including such factors as the frequency of the conduct,
456 the severity of the conduct, whether the conduct is humiliating or physically
457 threatening, and whether the conduct unreasonable interferes with an individual's
458 learning or work.

459
460
461
462 "Mental disability" includes, but is not limited to, all of the following:

- 463
464 • ~~(1)~~ Having any mental or psychological disorder or condition, such as mental
465 retardation, organic brain syndrome, emotional or mental illness, or specific learning
466 disabilities, that limits a major life activity. For purposes of this section:
- 467 ○ ~~(A)~~ "Limits" shall be determined without regard to mitigating measures, such
468 as medications, assistive devices, or reasonable accommodations, unless the
469 mitigating measure itself limits a major life activity.
 - 470 ○ ~~(B)~~ A mental or psychological disorder or condition limits a major life activity if
471 it makes the achievement of the major life activity difficult.
 - 472 ○ ~~(C)~~ "Major life activities" shall be broadly construed and shall include physical,
473 mental, and social activities and working.
- 474 • ~~(2)~~ Any other mental or psychological disorder or condition not described in
475 paragraph (1) that requires specialized supportive services.
- 476 • ~~(3)~~ Having a record or history of a mental or psychological disorder or condition
477 described in paragraph (1) or (2), which is known to the District.
- 478 • ~~(4)~~ Being regarded or treated by the District as having, or having had, any mental
479 condition that makes achievement of a major life activity difficult.

- 480 • ~~(5)~~ Being regarded or treated by the District as having, or having had, a mental or
481 psychological disorder or condition that has no present disabling effect, but that may
482 become a mental disability as described in paragraph ~~(1)~~ or ~~(2)~~.

483
484 "Mental disability" does not include sexual behavior disorders, compulsive gambling,
485 kleptomania, pyromania, or psychoactive substance use disorders resulting from the current
486 unlawful use of controlled substances or other drugs.
487

488
489
490 • "Physical disability" includes, but is not limited to, all of the following:
491

- 492 • ~~(1)~~ Having any physiological disease, disorder, condition, cosmetic disfigurement, or
493 anatomical loss that does both of the following:
- 494 ○ ~~(A)~~ Affects one or more of the following body systems: neurological,
495 immunological, musculoskeletal, special sense organs, respiratory, including
496 speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic
497 and lymphatic, skin, and endocrine.
 - 498 ○ ~~(B)~~ Limits a major life activity. For purposes of this section:
 - 499 ▪ ~~(i)~~ "Limits" shall be determined without regard to mitigating measures
500 such as medications, assistive devices, prosthetics, or reasonable
501 accommodations, unless the mitigating measure itself limits a major
502 life activity.
 - 503 ▪ ~~(ii)~~ A physiological disease, disorder, condition, cosmetic
504 disfigurement, or anatomical loss limits a major life activity if it makes
505 the achievement of the major life activity difficult.
 - 506 ▪ ~~(iii)~~ "Major life activities" shall be broadly construed and include
507 physical, mental, and social activities and working.
- 508 • ~~(2)~~ Any other health impairment not described in paragraph (1) that requires
509 specialized supportive services.
- 510 • ~~(3)~~ Having a record or history of a disease, disorder, condition, cosmetic
511 disfigurement, anatomical loss, or health impairment described in paragraph (1) or
512 (2), which is known to the District.
- 513 • ~~(4)~~ Being regarded or treated by the District as having, or having had, any physical
514 condition that makes achievement of a major life activity difficult.
- 515 • ~~(5)~~ Being regarded or treated by the District as having, or having had, a disease,
516 disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment
517 that has no present disabling effect but may become a physical disability as
518 described in paragraph ~~(1)~~ or ~~(2)~~.

519 ~~(6)~~ "Physical disability" does not include sexual behavior disorders, compulsive gambling,
520 kleptomania, pyromania, or psychoactive substance use disorders resulting from the current
521 unlawful use of controlled substances or other drugs.

522
523 Quid Pro Quo sexual harassment occurs when a person in a position of authority makes
524 educational or employment benefits conditional upon an individual's willingness to engage
525 in or tolerate unwanted sexual conduct.

526
527 ~~• "District" means the San Bernardino Community College District or any District program or~~
528 ~~activity that is funded directly by the state or receives financial assistance from the state.~~
529 ~~This includes the District Personnel Commission and any other organization associated with~~
530 ~~the District or its college(s) that receives state funding or financial assistance through the~~
531 ~~District.~~

532 • "Responsible District Officer" means the officer identified by the District to the State
533 Chancellor's Office as the person responsible for receiving complaints filed pursuant to title
534 5, section 59328, and coordinating their investigation. The Responsible District Officer for
535 San Bernardino Community College District is the Vice Chancellor of Human Resources
536 and Employee Relations (VCHR).

537
538 • "Sex" includes, but is not limited to, pregnancy, childbirth, or medical conditions related to
539 pregnancy or childbirth. 'Sex' also includes, but is not limited to, a person's gender, as
540 defined in section 422.56 of the Penal Code. Discrimination on the basis of sex or gender
541 also includes sexual harassment.

542
543 • "Sexual harassment" is unlawful discrimination in the form of unwelcome sexual advances,
544 requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature,
545 made by someone from or in the workplace or in the educational setting, and includes but
546 is not limited to:

- 547 • ~~(1)~~ Making unsolicited written, verbal, physical, and/or visual contacts with sexual
548 overtones. (Examples of possible sexual harassment that appear in a written form
549 include, but are not limited to: suggestive or obscene letters, notes, and/or invitations.
550 Examples of possible visual sexual harassment include, but are not limited to: leering,
551 gestures, display of sexually aggressive objects or pictures, cartoons, or posters.)
- 552 • ~~(2)~~ Continuing to express sexual interest after being informed that the interest is
553 unwelcomed.
- 554 • ~~(3)~~ Making reprisals, threats of reprisal, or implied threats of reprisal following a rebuff
555 of harassing behavior. The following are examples of conduct in an academic
556 environment that might be found to be sexual harassment: threatening to withhold,
557 or actually withholding, grades earned or deserved; suggesting a poor performance
558 evaluation will be prepared; or suggesting a scholarship recommendation or college
559 application will be denied.
- 560 • ~~(4)~~ Engaging in explicit or implicit coercive sexual behavior within the work
561 environment which is used to control, influence, or affect the employee's career,
562 salary, and/or work environment.

- 563 • ~~(5)~~ Engaging in explicit or implicit coercive sexual behavior within the educational
564 environment that is used to control, influence, or affect the educational opportunities,
565 grades, and/or learning environment of a student.
- 566 • ~~(6)~~ Offering favors or educational or employment benefits, such as grades or
567 promotions, favorable performance evaluations, favorable assignments, favorable
568 duties or shifts, recommendations, reclassifications, etc., in exchange for sexual
569 favors.
- 570 • ~~(7)~~ Awarding educational or employment benefits, such as grades or duties or shifts,
571 recommendations, reclassifications, etc., to any student or employee with whom the
572 decision maker has a sexual relationship and denying such benefits to other students
573 or employees.
- 574 • Unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or
575 physical conduct of a sexual nature made by someone from, or in, the work or
576 educational setting when:
 - 577 ○ Submission to the conduct is explicitly or implicitly made a term or condition
578 of an individual's employment, academic status, or progress.
 - 579 ○ Submission to, or rejection of, the conduct by the individual is used as a basis
580 of employment or academic decision affecting the individual.
 - 581 ○ The conduct has the purpose or effect of having a negative impact upon the
582 individual's work or educational environment.
 - 583 ○ Submission to, or rejection of, the conduct by the individual is used as the
584 basis for any decisions affecting the individual regarding benefits and
585 services, honors, programs, or activities available at or through the community
586 college.

587
588
589
590 • "Sexual orientation" means heterosexuality, homosexuality, or bisexuality.

591
592 • "Unlawful discrimination" means discrimination based on a category protected under Title
593 5, section 59300, including retaliation and sexual harassment.

594
595 Authority: Gov. Code, § 12926; Cal. Code Regs., tit. 5, §§ 59300, 59311; Revised Sexual
596 Harassment Guidance: Harassment of Students by School Employees, Other Students, or
597 Third Parties, Title IX, Office for Civil Rights, January 19, 2001.

598 599 Consensual Relationships

600
601 Romantic or sexual relationships between supervisors and employees, or between
602 administrators, faculty, or staff members and students are discouraged. There is an inherent
603 imbalance of power and potential for exploitation in such relationships. A conflict of interest
604 may arise if the administrator, faculty or staff member must evaluate the student's or

605 employee's work or make decisions affecting the employee or student. The relationship
606 may create an appearance of impropriety and lead to charges of favoritism by other students
607 or employees. A consensual sexual relationship may change, with the result that sexual
608 conduct that was once welcome becomes unwelcome and harassing. In the event that such
609 relationships do occur, the District has the authority to transfer any involved employee to
610 eliminate or attenuate the supervisory authority of one over the other, or of a teacher over a
611 student. Such action by the District is a proactive and preventive measure to avoid possible
612 charges of harassment and does not constitute discipline against any affected employee.

613

614

615 **Confidentiality of the Process**

616

617 Investigative processes can best be conducted within a confidential climate. Therefore, the
618 District does not reveal information about such matters except as necessary to fulfill its legal
619 obligations.

620
621 Potential complainants are sometimes reluctant to pursue a complaint if their names will be
622 revealed. The inability to reveal the name of a complainant or facts that are likely to reveal
623 the identity of the complainant can severely limit the ability of the District to respond.
624 Complainants must also recognize that persons who are accused of wrongdoing have a
625 right to present their side of the matter, and this right may be jeopardized if the District is
626 prohibited from revealing the name of the complainant or facts that are likely to disclose the
627 identity of the complainant.

628
629 If a complainant insists that his or her name not be revealed, the responsible officer should
630 take all reasonable steps to investigate and respond to the complaint consistent with the
631 complainant's request as long as doing so does not jeopardize the rights of other students
632 or employees.

633
634 It is also important that complainants and witnesses understand the possibility that they may
635 be charged with allegations of defamation if they circulate the charges outside of the
636 District's process. In general, persons who are participating in a District investigative or
637 disciplinary process that is related to a charge of discrimination are protected from tort claims
638 such as defamation. However, persons who make allegations outside of these processes
639 or who discuss their claims with persons outside of the process may expose themselves to
640 tort charges. Complainants, witnesses, and those accused of discrimination ~~will~~ may be
641 asked to sign a confidentiality acknowledgement statement regarding confidentiality.

642
643 Where an investigation reveals the need for disciplinary action, the complainant may wish
644 to have information about what disciplinary actions the District took. However, the privacy
645 rights of the persons involved often prevent the District from providing such information. In
646 student disciplinary actions for sexual assault/physical abuse charges, Education Code
647 section 76234 provides that the victim shall be informed of the disciplinary action, but that
648 the victim must keep the information confidential. Disciplinary actions taken against
649 employees are generally considered confidential.

651 Authority: Cal. Const. Art. I, § 1; Civil Code § 47; Ed. Code, §§ 76234 and 87740; Silberg v.
652 Anderson (1990) 50 Cal.3d. 205; Revised Sexual Harassment Guidance: Harassment of
653 Students by School Employees, Other Students, or Third Parties, Title IX, Office for Civil
654 Rights, January 19, 2001.

655
656 **Notice, Training, and Education for Students and Employees**

657
658 The San Bernardino Community College District's ~~responsible officer~~Vice Chancellor of
659 Human Resources and Employee Relations shall make arrangements for or provide training
660 to employees and students on the District's unlawful discrimination policy and procedures.
661 Faculty members, members of the administrative staff, and members of the support staff will
662 be provided with ~~a copy~~notice of online access to of the District's written ~~procedure~~policy on
663 unlawful discrimination at the beginning of the first ~~quarter or~~ semester of the college year
664 ~~after the policy is adopted~~each time the procedure is revised.

665
666 All District employees will receive this training and access to a copy of the unlawful
667 discrimination policies and procedures during the first year of their employment. Because of
668 their special responsibilities under the law, supervisors will undergo mandatory training
669 within six months of assuming a supervisory position and annually thereafter. ~~In years in~~
670 ~~which a substantive policy or procedural change has occurred all District employees will~~
671 ~~attend a training update and/or receive a copy of the revised policies and procedures.~~

672
673
674 ~~A training program or informational services will be made available to all students at least~~
675 ~~once annually. The student training or informational services will include an explanation of~~
676 ~~the policy, how it works, and how to file a complaint. In addition, a copy of the District's~~
677 ~~written policy on unlawful discrimination, as it pertains to students, will be provided as part~~
678 ~~of any orientation program conducted for new students at the beginning of each quarter,~~
679 ~~semester, or summer session, as applicable.~~

680
681 Authority: Ed. Code, § 66281.5; Cal. Code Regs., tit. 5, §§ 59324 and 59326. Reference:
682 Cal. Code Regs., tit. 5, §§ 59300 et seq.; 34 C.F.R. § 106.8(b).

683
684 **Academic Freedom**

685
686 The San Bernardino Community College District ~~governing~~Governing Board reaffirms its
687 commitment to academic freedom, but recognizes that academic freedom does not allow
688 any form of unlawful discrimination. It is recognized that an essential function of education
689 is a probing of opinions and an exploration of ideas that may cause some students
690 discomfort. It is further recognized that academic freedom ~~e~~insures the faculty's right to
691 teach and the student's right to learn. Finally, nothing in these policies and procedures shall
692 be interpreted to prohibit bona fide academic requirements for a specific community college
693 program, course or activity.

694
695 When investigating unlawful discrimination complaints containing issues of academic
696 freedom San Bernardino Community College District will consult with a faculty member

697 appointed by the Academic Senate with respect to contemporary practices and standards
698 for course content and delivery.

699
700 No provision of this Administrative Procedure shall be interpreted to prohibit conduct that is
701 legitimately related to the course content, teaching methods, scholarship, or public
702 commentary of an individual faculty member or the educational, political, artistic, or literary
703 expression of students in classrooms and public forums. Freedom of speech and academic
704 freedom are, however, not limitless and this procedure will not protect speech or expressive
705 conduct that violates federal or California anti-discrimination laws.

706
707 Reference: Cohen v. San Bernardino Valley College (1995) 883 F.Supp. 1407, 1412-1414,
708 affd. in part and revd. in part on other grounds, (1996) 92 F.3d 968; Cal. Code Regs., tit. 5,
709 § 59302.

710
711 **Record Retention**

712
713 Unlawful discrimination records that are part of an employee's employment records may be
714 classified as Class-1 Permanent records and retained indefinitely or microfilmed in
715 accordance with title 5, California Code of Regulations, section 59022. Unlawful
716 discrimination records of a student that are deemed worthy of preservation but not classified
717 as Class-1 Permanent may be classified as Class-2 Optional records or as Class-3
718 Disposable records. Class-2 Optional records shall be retained until reclassified as Class-3
719 Disposable Records. Class-3 Disposable Records shall be retained for a period of three
720 years after being classified as Class-3 Disposable records.

721
722 Records related to a student discrimination complaint will be deemed worthy of preservation
723 if, at the end of three years after the case is closed, a complaint on similar grounds has been
724 filed against the same employee. In such cases, the records shall continue to be classified
725 as Class 2 records and shall not be reclassified as Class-3 Disposable Records until
726 complaints against that particular employee have been resolved.

727
728 **RETALIATION**
729 It is unlawful for anyone to retaliate against someone who files an unlawful discrimination
730 complaint, who refers a matter for investigation or complaint, who participates in an
731 investigation of a complaint, who represents or serves as an advocate for an alleged victim
732 or alleged offender, or who otherwise furthers the principles of this unlawful discrimination
733 procedure.

734
735 Authority: 20 U.S.C. Sections 1681 et seq.; 34 C.F.R. Section 106; Cal. Code Regs., titl 5,
736 Sections 59300 et Seq.;

737
738 **Complaint Procedure Checklist**

- 739
740 Complaint received by Vice Chancellor of Human Resources and Employee
741 Relations
742 Acting in role of Equal Opportunity Officer

- 743 ○ Within 180 days of occurrence
- 744 ○ Extension of 90 days if knowledge attained after 180 days
- 745 ○ Acknowledgement of receipt in writing to complainant and State Chancellor's
- 746 Office (SCO)
- 747 ○ Within 10 days of complaint receipt
- 748 ○ Designate resolution/investigation coordinator
- 749 ○ Advise of formal complaint filing with Equal Employment Opportunity
- 750 Commission (EEOC) or the California Department of Fair Employment
- 751 and Housing (DFEH).
- 752 ○ Advise individual accused
- 753 ○ General nature of complaint
- 754 ○ Assessment of accuracy has not yet been made
- 755 ○ An investigation will be conducted
- 756 ○ Accused will be provided an opportunity to present his/her side of the
- 757 matter
- 758 ○ Retaliation of complainant or witnesses must be avoided
- 759 ○ District schedules informal resolution efforts or impartial investigation
- 760 ○ Complete within 90 days of complaint receipt (extensions may be
- 761 requested from SCO)
- 762 ▪ Extension requests must
- 763 • Be filed at least 10 days prior to the original 90-day deadline
- 764 • State reason why extension is necessary
- 765 • The date by which District expects a determination
- 766 • Corresponding copy sent to complainant
- 767 • Notice to complainant of right to send objection to SCO
- 768 within 5 days
- 769 ○ Factual description of the matter
- 770 ○ Summary of testimony provided by each witness
- 771 ○ Analysis of data or evidence collected
- 772 ○ Probable cause determination for each allegation in the complaint
- 773 ○ Other appropriate information
- 774 ○ If a formal complaint is filed with EEOC or DFEH, send complaint copy to SCO
- 775 and request whether to continue with District formal investigation
- 776 ○ Investigative report and administrative determination letter forwarded to
- 777 complainant and SCO
- 778 ○ Within 90 days of complaint receipt
- 779 ○ Pertinent information in letter
- 780 ▪ Ultimate determination on probable cause
- 781 ▪ Description of actions taken to prevent similar future allegations
- 782 ▪ Proposed resolution
- 783 ▪ Complainant's appeal DFEH rights

- Complainant may file appeal to governing board
 - Within 15 days from date of administrative determination
 - Board issues final district decision within 45 days of receiving appeal
 - Forwarded to complainant with DFEH appeal rights
- Governing board determination is final
 - No appeal rights to SCO

NOTE: This procedure is legally required.

~~The District is committed to providing an academic and work environment free of unlawful harassment. This procedure defines sexual harassment and other forms of harassment on campus, and sets forth a procedure for the investigation and resolution of complaints of harassment by or against any staff or faculty member or student within the District.~~

~~This procedure and the related policy protects students and employees in connection with all the academic, educational, extracurricular, athletic, and other programs of the District, whether those programs take place in the District's facilities, a District bus, or at a class or training program sponsored by the District at another location.~~

Definitions

~~General Harassment: Harassment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation of any person, military and veteran status, or the perception that a person has one or more of these characteristics is illegal and violates District policy. Harassment shall be found where, in aggregate, the incidents are sufficiently pervasive, persistent, or severe that a reasonable person with the same characteristics as the victim of the harassing conduct would be adversely affected to a degree that interferes with his or her ability to participate in or to realize the intended benefits of an institutional activity, employment, or resource.~~

~~Gender-based harassment does not necessarily involve conduct that is sexual. Any hostile or offensive conduct based on gender can constitute prohibited harassment if it meets the definition above. For example, repeated derisive comments about a person's competency to do the job, when based on that person's gender, could constitute gender-based harassment. Harassment comes in many forms, including but not limited to the following conduct that could, depending on the circumstances, meet the definition above, or could contribute to a set of circumstances that meets the definition:~~

~~Verbal: Inappropriate or offensive remarks, slurs, jokes or innuendoes based on a person's race gender, sexual orientation, or other protected status. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status or sexual orientation; unwelcome flirting or propositions; demands for sexual favors; verbal abuse, threats or intimidation; or sexist,~~

828 patronizing or ridiculing statements that convey derogatory attitudes based on gender, race
829 nationality, sexual orientation or other protected status.

830
831 ~~Physical: Inappropriate or offensive touching, assault, or physical interference with free~~
832 ~~movement. This may include, but is not limited to, kissing, patting, lingering or intimate~~
833 ~~touches, grabbing, pinching, leering, staring, unnecessarily brushing against or blocking~~
834 ~~another person, whistling or sexual gestures. It also includes any physical assault or~~
835 ~~intimidation directed at an individual due to that person's gender, race, national origin, sexual~~
836 ~~orientation or other protected status. Physical sexual harassment includes acts of sexual~~
837 ~~violence, such as rape, sexual assault, sexual battery, and sexual coercion. Sexual violence~~
838 ~~refers to physical sexual acts perpetrated against a person's will or where a person is~~
839 ~~incapable of giving consent due to the victim's use of drugs or alcohol. An individual also~~
840 ~~may be unable to give consent due to an intellectual or other disability.~~

841
842 ~~Visual or Written: The display or circulation of visual or written material that degrades an~~
843 ~~individual or group based on gender, race, nationality, sexual orientation, or other protected~~
844 ~~status. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading~~
845 ~~materials, computer graphics, or electronic media transmissions.~~

846
847 ~~Environmental: A hostile academic or work environment may exist where it is permeated~~
848 ~~by sexual innuendo; insults or abusive comments directed at an individual or group based~~
849 ~~on gender, race, nationality, sexual orientation or other protected status; or gratuitous~~
850 ~~comments regarding gender, race, sexual orientation, or other protected status that are not~~
851 ~~relevant to the subject matter of the class or activities on the job. A hostile environment can~~
852 ~~arise from an unwarranted focus on sexual topics or sexually suggestive statements in the~~
853 ~~classroom or work environment. It can also be created by an unwarranted focus on, or~~
854 ~~stereotyping of, particular racial or ethnic groups, sexual orientations, genders or other~~
855 ~~protected statuses. An environment may also be hostile toward anyone who merely~~
856 ~~witnesses unlawful harassment in his/her immediate surroundings, although the conduct is~~
857 ~~directed at others. The determination of whether an environment is hostile is based on the~~
858 ~~totality of the circumstances, including such factors as the frequency of the conduct, the~~
859 ~~severity of the conduct, whether the conduct is humiliating or physically threatening, and~~
860 ~~whether the conduct unreasonably interferes with an individual's learning or work.~~

861
862 ~~Sexual Harassment: In addition to the above, sexual harassment consists of unwelcome~~
863 ~~sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct~~
864 ~~of a sexual nature made by someone from, or in, the work or educational setting when:~~
865 ~~• submission to the conduct is explicitly or implicitly made a term or condition of an~~
866 ~~individual's employment, academic status, or progress;~~
867 ~~• submission to, or rejection of, the conduct by the individual is used as a basis of~~
868 ~~employment or academic decisions affecting the individual;~~
869 ~~• the conduct has the purpose or effect of having a negative impact upon the~~
870 ~~individual's work or academic performance, or of creating an intimidating, hostile or offensive~~
871 ~~work or educational environment (as more fully described below); or~~

872 • ~~submission to, or rejection of, the conduct by the individual is used as the basis for~~
873 ~~any decision affecting the individual regarding benefits and services, honors, programs, or~~
874 ~~activities available at or through the community college.~~

875
876 This definition encompasses two kinds of sexual harassment:

877
878 "~~Quid pro quo~~" sexual harassment occurs when a person in a position of authority makes
879 educational or employment benefits conditional upon an individual's willingness to engage
880 in or tolerate unwanted sexual conduct.

881
882 "~~Hostile environment~~" sexual harassment occurs when unwelcome conduct based on a
883 person's gender is sufficiently severe or pervasive so as to alter the conditions of an
884 individual's learning or work environment, unreasonably interfere with an individual's
885 academic or work performance, or create an intimidating, hostile, or abusive learning or work
886 environment. The victim must subjectively perceive the environment as hostile, and the
887 harassment must be such that a reasonable person of the same gender would perceive the
888 environment as hostile. A single or isolated incident of sexual harassment may be sufficient
889 to create a hostile environment if it is severe, i.e. a sexual assault.

890
891 Sexually harassing conduct can occur between people of the same or different genders.
892 The standard for determining whether conduct constitutes sexual harassment is whether a
893 reasonable person of the same gender as the victim would perceive the conduct as
894 harassment based on sex.

895 896 Consensual Relationships

897
898 ~~Romantic or sexual relationships between supervisors and employees, or between~~
899 ~~administrators, faculty, or staff members and students are discouraged. There is an inherent~~
900 ~~imbalance of power and potential for exploitation in such relationships. A conflict of interest~~
901 ~~may arise if the administrator, faculty or staff member must evaluate the student's or~~
902 ~~employee's work or make decisions affecting the employee or student. The relationship~~
903 ~~may create an appearance of impropriety and lead to charges of favoritism by other students~~
904 ~~or employees. A consensual sexual relationship may change, with the result that sexual~~
905 ~~conduct that was once welcome becomes unwelcome and harassing. In the event that such~~
906 ~~relationships do occur, the District has the authority to transfer any involved employee to~~
907 ~~eliminate or attenuate the supervisory authority of one over the other, or of a teacher over a~~
908 ~~student. Such action by the District is a proactive and preventive measure to avoid possible~~
909 ~~charges of harassment and does not constitute discipline against any affected employee.~~

910
911
912 **NOTE: The following is legally advised.**

913 914 Academic Freedom

915 ~~No provision of this Administrative Procedure shall be interpreted to prohibit conduct that is~~
916 ~~legitimately related to the course content, teaching methods, scholarship, or public~~
917 ~~commentary of an individual faculty member or the educational, political, artistic, or literary~~

918 ~~expression of students in classrooms and public forums. Freedom of speech and academic~~
919 ~~freedom are, however, not limitless and this procedure will not protect speech or expressive~~
920 ~~conduct that violates federal or California anti-discrimination laws.~~

921

922 ~~**References:** Education Code Sections 212.5; 44100; 66281.5;~~
923 ~~Title IX, Education Amendments of 1972; Title 5 Sections 59320 et seq.;~~
924 ~~Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section~~
925 ~~2000e~~

926

927

928 ~~**NOTE:** The **red ink** signifies language that is **legally required** and recommended by the Policy and~~
929 ~~Procedure Service and its legal counsel (Liebert Cassidy Whitmore). The language in **black ink** is from~~
930 ~~the current SBCCD BP 3430 titled Prohibition of Harassment approved on 6/8/06 and current SBCCD BP~~
931 ~~5510 titled Student Sexual Harassment Plan approved on 8/8/91.~~

932 ~~**References:**~~

933 ~~Education Code Sections 212.5, 44100, and 66281.5;~~
934 ~~Government Code Section 12940;~~
935 ~~Title 2 Sections 10500 et seq.;~~
936 ~~Title IX, Education Amendments of 1972; Title 5 Sections 59320 et seq.;~~
937 ~~Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e~~

938

939

Adopted: 6/8/06 (BP 3430); 8/8/91 (BP 5510)

Revised:

940

941

San Bernardino Community College District
Administrative Procedure
Chapter 3 – General Institution

**AP 3435 DISCRIMINATION AND HARASSMENT DISCRIMINATION
AND HARASSMENT RESOLUTION**

PROCEDURES FOR HANDLING TITLE IX COMPLAINTS COMPLAINTS
AND INVESTIGATIONS

(Replaces current SBCCD AP 3430 Refers to BP 3430 Prohibition of Harassment)

Complaints

Any person who has suffered harassment, discrimination, or retaliation may file a formal or informal complaint of harassment, discrimination, or retaliation.

A formal complaint is a written and signed statement filed with the District or the State Chancellor's office that alleges harassment, discrimination, or retaliation in violation of the District's Board Policies, Administrative Procedures or in violation of state or federal law. An informal complaint is any of the following: (1) An unwritten allegation of harassment, discrimination, or retaliation; (2) a written allegation of harassment, discrimination, or retaliation that falls outside the timelines for a formal complaint; or (3) a written complaint alleging harassment, discrimination, or retaliation filed by an individual who expressly indicates that he or she does not want to file a formal complaint.

Informal Complaints

Any person may submit an informal complaint to the designate position or any other District or college administrator. Administrators receiving an informal complaint shall immediately notify the designate position in writing of all pertinent information and facts alleged in the informal complaint.

Upon receipt of an informal complaint, the designate position will notify the person bringing the informal complaint of his or her right to file a formal complaint, if the incident falls within the timeline for a formal complaint, and explain the procedure for doing so. The complainant may later decide to file a formal complaint, if within the timelines to do so. If the individual chooses not to file a formal complaint, or if the alleged conduct falls outside the timeline to file a formal complaint, the designate position shall consider the

41 allegations contained in the informal complaint and determine the appropriate course of
42 action. This may include efforts to informally resolve the matter, or a fact-finding
43 investigation.

44
45 Investigation of an informal complaint will be appropriate if the **designate position**
46 determines that the allegation(s), if proven true, would constitute a violation of the District
47 policy prohibiting harassment, discrimination, or retaliation. The **designate position** will
48 explain to any individual bringing an informal complaint that the **designate position** may
49 decide to initiate an investigation, even if the individual does not wish the **designate**
50 **position** to do so. The **designate position** shall not disregard any allegations of
51 harassment, discrimination, or retaliation solely on the basis that the alleged conduct falls
52 outside the deadline to file a formal complaint.

53
54 *Formal Complaints*

55
56 Formal Complaints must be filed with the State Chancellor or the **designate position**
57 unless the party submitting the Formal Complaint alleges discrimination, harassment, or
58 retaliation against the responsible district officer, in which case it should be submitted
59 directly to the **CEO** or the State Chancellor.

60 Formal Complaints should be submitted on the form prescribed by the State Chancellor.
61 A copy of the form will be available at **specify location, such as each college student**
62 **services office, the office of College President, the District human resources**
63 **department and on college's/district's web sites.**

64 If any party submits a written allegation of harassment, discrimination, or retaliation not
65 on the form described above, the District will seek to have the individual complete and
66 submit the form. However, if the individual chooses not to do so, the District will attach
67 the written allegation(s) to the form and treat it as a Formal Complaint. In no instance
68 will the District reject a written allegation of harassment, discrimination, or retaliation on
69 the basis that it was not submitted on the proper form.

70 A Formal Complaint must meet each of the following criteria:

- 71 • It must allege facts with enough specificity to show that the allegations, if true,
72 would constitute a violation of District policies or procedures prohibiting
73 discrimination, harassment, or retaliation;
- 74 • The complainant must sign and date the Formal Complaint;
- 75 • The complainant must file any Formal Complaint not involving employment within
76 one year of the date of the alleged discriminatory, harassing, or retaliatory

77 conduct or within one year of the date on which the complainant knew or should
78 have known of the facts underlying the allegation(s) of discrimination,
79 harassment, or retaliation.

- 80 • The complainant must file any Formal Complaint alleging discrimination,
81 harassment, or retaliation in employment within 180 days of the date of the
82 alleged discriminatory, harassing, or retaliatory conduct, except that this period
83 shall extended by no more than 90 days following the expiration of the 180 days
84 if the complainant first obtained knowledge of the facts of the alleged violation
85 after the expiration of the 180 days.

86 If the Formal Complaint does not meet the requirements set forth above, the **designate**
87 **position** will promptly return it to the complainant and specify the defect. If the sole
88 defect is that the Formal Complaint was filed outside the applicable proscribed timeline,
89 the **designate position** will handle the matter as an informal complaint.

90
91 **Oversight of Complaint Procedure:** The **designate position** is the "responsible District
92 officer" charged with receiving complaints of discrimination or harassment, and
93 coordinating their investigation.

94 The actual investigation of complaints may be assigned **insert by whom** to other staff or
95 to outside persons or organizations under contract with the District. This shall occur
96 whenever the **designate Officer** is named in the complaint or implicated by the
97 allegations in the complaint.

98 **Who May File a Complaint:** Any student, employee, or third party who believes he/she
99 has been discriminated against or harassed by a student, employee, or third party in
100 violation of this procedure and the related policy.

101 **Where to File a Complaint:** A student, employee, or third party who believes he/she
102 has been discriminated against or harassed in violation of these policy and procedures
103 may make a complaint orally or in writing.

104
105 If a complainant decides to file a formal written unlawful discrimination or harassment
106 complaint against the District, he/she must file the complaint on a form prescribed by the
107 State Chancellor's Office. These approved forms are available from the **designate**
108 **Officer** and at the State Chancellor's website.

109 The completed form must be filed with any of the following:

- 110 • the **designate Officer**;
- 111 • **identify others, including the Chief Student Services Officer, Chief Human**
112 **Resources Officer and CEO;** or
- 113 • the State Chancellor's Office.

114
115 Complainants filing employment-related complaints shall be notified that they may file
116 employment discrimination complaints with the U.S. Equal Employment Opportunity
117 Commission (EEOC) or the Department of Fair Employment and Housing (DFEH).

118 Complaints filed with the EEOC or the DFEH should be forwarded to the State
119 Chancellor's Office.

121 Any District employee who receives a harassment or discrimination complaint shall notify
122 the ~~designated~~ **Officer** immediately.

124 Board Policy 3430: ~~Discrimination and Harassment Policy~~ **Prohibition of Harassment**
125 prohibits District students, student organizations and employees from engaging in
126 discrimination and harassment on the basis of age, color, creed, religion, disability, marital
127 status, veteran or military status, national origin, race, sex including pregnancy, sexual
128 orientation, gender identity, gender expression, ancestry, ethnic group identification,
129 ethnicity or on the basis of these perceived characteristics, or based on association with
130 a person or group with one or more of these actual or perceived characteristics. This
131 prohibition includes sexual misconduct. Allegations that a student, student organization
132 or employee has violated the ~~Discrimination and Prohibition of Harassment Policy~~ or has
133 engaged in related retaliation will be resolved consistent with this procedure.

135 The Title IX ~~Coordinator/Institutional Equity~~ Officer is the Vice Chancellor of Human
136 Resources and Employee Relations and is the responsible District officer charged
137 with coordinating the investigation of complaints of non-employment related
138 discrimination or harassment. Title IX Coordinators (the Vice President of Student
139 Services at each college and the Employee Relations Officer at the District) shall assist
140 the Title IX Officer, ensuring support and assistance to reporting parties and responders
141 is available locally at each District site.

143 In this process, the person who is the alleged victim of the misconduct is referred to as
144 the reporting party, and the person who is alleged to have violated District policy is
145 referred to as the responding party. See the **Complaint Procedure Checklist** section at
146 the end of this procedure.

148 When the Title IX ~~Coordinator/Institutional Equity~~ Officer (VCHR) or Title IX Coordinator
149 receives information about a possible incident of sex or gender-based discrimination or
150 harassment, they/he/she will provide the reporting party, if known, with a resource guide
151 and copies of BP 3430: ~~Discrimination and Prohibition of Harassment Policy~~ and AP 3435:
152 ~~Discrimination and Harassment Resolution Procedures for handling Title IX~~
153 ~~Complaints~~ **Discrimination and Harassment Investigations**. The resource guide contains
154 information about available resources, such as counseling and health services.

156 When the District does not have control over the alleged harasser because they are not
157 affiliated with the District, the District may offer supportive remedies to the reporting party.

159 As necessary, the District reserves the right to initiate these resolution proceedings
160 without a formal report or participation by the alleged victim of discrimination or
161 harassment.

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Intake and Processing of the Complaint or Report

When the Title IX Coordinator/Institutional Equity Officer or Coordinator receives information about a possible policy violation, they/he/she will determine the most appropriate means for addressing the report or complaint. Options include but are not limited to: (1) with the agreement of the parties, attempting to resolve the report or complaint informally through a form of alternative dispute resolution (e.g., mediation); (2) investigating the report or complaint to determine whether District policy was violated, as described below; or (3) determining that the facts of the complaint or report, even if true, would not constitute a violation of the policy. A full investigation will necessarily be pursued if there is evidence of a pattern of misconduct or a perceived threat of further harm to the community or any of its members, including the presence of predatory behavior, weapons, or violence. Title IX Coordinators will notify the Title IX Officer of each complaint or report and seek consensus on which avenue to pursue in the resolution process.

Timeline

The District aims to bring all allegations of discrimination or harassment to a resolution within a sixty (60) calendar day time period, which can be extended as necessary for appropriate cause by the Title IX Coordinator/Institutional Equity Officer with notice to the parties.¹ In overview, the timeline for resolution begins with notice to a mandated reporter. The Title IX Coordinator/Institutional Equity Officer or designated Title IX Coordinator then engages in a preliminary inquiry that is typically 1-3 days in duration. From there, the allegation can lead to a formal investigation, which usually starts within days of the preliminary inquiry's conclusion. Investigations range from days to weeks, depending on the nature and complexity of allegations, with the District commonly aiming for a 10-14 window to completion. The parties are regularly apprised of the status of the investigation as it unfolds.

Appeals may be requested following the findings of a formal investigation, with a three-day window to file appeal requests once a formal determination is reached, a three-day window to grant or deny the appeal request, and another 7-10 days for a final resolution to be reached.

The District's resolution will not typically be altered or precluded on the grounds that civil or criminal charges involving the same incident have been filed or that charges have been dismissed or reduced. However, the District may undertake a short delay (several days to weeks) in its investigation or resolution process to comply with a law enforcement request for cooperation (e.g.: to allow for criminal evidence collection) when criminal charges on the basis of the same behaviors that invoke this process are being

¹ For example, an extension of the 60-day time frame may be the result of a request for a delay by the reporting party, school breaks that would compromise witness availability, or a request from law enforcement for a delay to allow for gathering evidence.

205 investigated. The District will promptly resume its investigation and processes once
206 notified by law enforcement that the initial evidence collection process is complete.
207
208

209 **Interim Remedies/Actions**

210 The Title IX ~~Coordinator/Institutional Equity Officer/Coordinator~~ may provide interim
211 remedies and actions while the case is being resolved, intended to address the short-
212 term effects of harassment, discrimination and/or retaliation, i.e., to redress harm to the
213 reporting party and the community and to prevent further violations.
214

215 Interim remedies may include, but are not limited to:

- 216 • Referral to counseling and health services
- 217 • Referral to the Employee Assistance Program
- 218 • Education to the community
- 219 • Altering work arrangements for employees
- 220 • Providing campus escorts
- 221 • Providing transportation accommodations
- 222 • Implementing contact limitations between the parties
- 223 • Offering adjustments to academic deadlines, course schedules, etc.
224

225 When taking steps to separate the reporting party and the responding party, the District
226 shall minimize the burden on the reporting party. Requests for interim remedies should
227 be made to the Title IX ~~Coordinator/Institutional Equity Officer~~ (VCHR), although the Title
228 IX ~~Coordinator/Institutional Equity Officer~~ may also initiate interim remedies outside of a
229 request.
230

231 The District may interim suspend² a responding party student, employee or student
232 organization pending the resolution of the case, particularly when, in the judgment of the
233 Title IX ~~Coordinator/Institutional Equity Officer~~ (VCHR), the safety or well-being of any
234 member(s) of the campus community may be jeopardized by the presence on-campus of
235 the responding party or the ongoing activity of a student organization whose behavior is
236 in question. In all cases in which an interim suspension is imposed, the student,
237 employee or student organization will be given the opportunity to meet with the Title IX
238 ~~Coordinator/Institutional Equity Officer/Coordinator~~ prior to such suspension being
239 imposed, or as soon thereafter as reasonably possible, to show cause why the
240 suspension should not be implemented. The Title IX ~~Coordinator/Institutional Equity~~
241 Officer ~~has~~ sole discretion to implement or stay an interim suspension under the
242 ~~Discrimination and Prohibition of Harassment Policy and Discrimination and these~~
243 ~~Procedures for Handling Title IX Complaints~~ *Harassment Resolution Procedures*, and to
244 determine its conditions and duration. Violation of the conditions of an interim suspension
245 under this policy ~~is~~ may be grounds for expulsion or termination.
246

247 During an interim suspension, a student or employee may be denied access to the
248 campus/facilities/events. As determined by the Title IX ~~Coordinator/Institutional Equity~~

² Interim suspension may include administrative leave.

249 Officer/Coordinator, this restriction can include classes and/or all other District activities
250 or privileges for which the individual might otherwise be eligible. At the discretion of the
251 Title IX Coordinator/Institutional Equity Officer/Coordinator, alternative coursework
252 options may be pursued to ensure as minimal an impact as possible on the responding
253 party.

254
255 The District will maintain as confidential, any interim remedies or actions, provided
256 confidentiality does not impair the District's ability to provide the remedies or actions.
257

258 259 **Voluntary Informal Resolution**

260 In some cases, the Title IX Coordinator/Institutional Equity Officer/Coordinator may
261 recommend that the parties attempt to constructively resolve conflicts with supervision.
262 Various conflict resolution mechanisms are available, including mediation. Mediation is
263 not used when violent behavior is involved, when the Title IX Coordinator/Institutional
264 Equity Officer/Coordinator determines a situation is not eligible, or when the parties are
265 reluctant to participate in good faith. If informal efforts to resolve conflict are not
266 appropriate or are unsuccessful, the formal investigative process may be initiated. Either
267 party has the right to end the informal process and begin the formal investigative process
268 at any time prior to resolution. Sanctions are not possible as the result of an informal
269 resolution procedure, though the parties may agree to appropriate remedies. The Title
270 IX Coordinator/Institutional Equity Officer/Coordinator will keep records of any resolution
271 that is reached, and failure to abide by the resolution can result in appropriate responsive
272 actions.
273

274 275 **Formal Investigation Process**

276 When the Title IX Coordinator/Institutional Equity Officer/Coordinator determines, through
277 a preliminary inquiry, that there is reasonable cause to believe that the discrimination and
278 harassment policy has been violated, and determines that voluntary informal resolution is
279 not appropriate or has been unsuccessful, they will initiate an investigation that is
280 thorough, reliable, impartial, prompt and fair. This investigation determines whether the
281 District's policy has been violated based on a preponderance of the evidence standard of
282 proof, e.g. whether the conduct is more likely than not to have occurred.
283

284 The Title IX Coordinator/Institutional Equity Officer/Coordinator will appoint a trained
285 investigators (typically using a team of two investigators) to conduct the investigation.
286 Employees designated to serve as investigators under this policy shall have received, at
287 a minimum, annual training on the issues related to dating violence, domestic violence,
288 sexual assault and stalking and on the District's grievance/complaint procedures. The
289 Title IX Officer/Coordinator may also appoint an external subject matter expert to conduct
290 the investigation and provide a report.

291 The investigation will entail interviewing all relevant parties and witnesses³, obtaining

³ Although the District has an expectation that students and employees will cooperate with an investigation as members of the SBCCD community, the investigators lack subpoena power and

292 available evidence, reviewing personnel or academic/disciplinary files of involved parties,
293 and identifying sources of expert information, if necessary. All parties will be given the
294 opportunity to provide information and names of possible witnesses relevant to the
295 investigation within a reasonable timeframe prescribed by investigators. The
296 investigators will provide regular updates to both the reporting and responding parties, as
297 appropriate and the Title IX Officer and appropriate Title IX Coordinator, throughout the
298 investigation.

299 ~~Prior to being interviewed~~At the time of the complaint/report, the responding party will be
300 given written notice of the nature of the allegations, the District policies at issue, and the
301 possible sanctions that could result from a determination that policy was violated. The
302 responding party will be provided with copies of BP 3430: ~~Discrimination and Prohibition~~
303 ~~of Harassment Policy~~ and AP 3435: ~~Discrimination and Harassment Resolution~~
304 ~~Discrimination and Harassment Investigations Procedures for Handling Title IX~~
305 ~~Complaints.~~

306 The past sexual histories of the parties ~~is~~are not admissible, except as ~~it~~they may
307 pertain to sexual interactions between the parties, or as evidence deemed highly
308 relevant by the investigators. While previous conduct violations by the responding party
309 generally have no bearing on the present allegation, District officials may supply
310 information about previous good faith allegations and/or similar findings to the
311 investigators and appeals officers to consider as evidence of pattern and/or predatory
312 conduct.

313 At any point during the investigation, if it is determined there is no reasonable cause to
314 believe that District policy has been violated, the ~~Title IX Coordinator/Institutional Equity~~
315 Officer ~~has authority to terminate the investigation and end resolution proceedings.~~

316
317 The investigators will prepare an ~~investigative~~report detailing the results of the
318 investigation. Each party will be given an opportunity to review the investigative report
319 and submit a written response within a reasonable timeframe specified by investigators.
320 The ~~investigators~~ will then submit the report and any received written responses to the
321 ~~Title IX Coordinator/Institutional Equity Officer~~ and cognizant Title IX Coordinator, along
322 with a recommended finding. The ~~Title IX Coordinator/Institutional Equity~~
323 Officer/Coordinator will review the factual information gathered through the investigation
324 and will make a finding based on the preponderance of the evidence standard.

325 When the investigation results in a determination that the policy has been violated, the
326 ~~Title IX Coordinator/Institutional Equity Officer~~ will consult with the hiring authority
327 Board of Trustees (for employees) or the disciplinary authority (for students), ~~who must impose~~
328 ~~discipline in a timely manner.~~

329 In those cases that involve potential termination of employment or dismissal of a faculty

cannot compel an unwilling participant. Witnesses may provide written statements in lieu of
interviews during the investigation and may be interviewed remotely by phone, Skype (or similar
technology), if they cannot be interviewed in person.

330 member for cause, the college President and the Director of Human
331 Resources Chancellor shall be consulted in the sanctioning process.

332 Disciplinary actions against faculty, staff, and students will conform to all relevant
333 statutes, regulations, personnel policies and procedures, including the provisions of any
334 applicable collective bargaining agreement to the extent those agreements do not
335 conflict with federal or state compliance obligations.

336 In addition to taking disciplinary action against the responding party, the District shall
337 institute any remedial action it determines to be appropriate for the reporting party or the
338 community. Remedies for the reporting party might include, but are not limited to:

- 339
- 340 • ensuring that the reporting party and respondent do not attend the same classes
341 or work in the same work area;
- 342 • preventing offending third parties from entering campus;
- 343 • providing counseling services, medical services, or academic support services,
344 such as tutoring;
- 345 • arranging for a student reporting party to re-take a course or withdraw from a class
346 without penalty, including ensuring that any changes do not adversely affect the
347 reporting party's academic record; and
- 348 • reviewing any disciplinary actions taken against the reporting party to see if there
349 is a causal connection between the harassment and the misconduct that may have
350 resulted in the reporting party being disciplined.

351 All parties will receive written notification of the outcome, to the extent permitted by or
352 mandated by law. In cases involving sex or gender-based discrimination or harassment,
353 the written notification includes the findings and rationale for the findings, information on
354 any sanctions imposed by the District, the rationale for the sanctions, and any procedures
355 for appeal. In cases involving sex or gender-based discrimination or harassment, the
356 parties will also receive written notification of any changes to the results that could occur
357 before the decision is finalized, and when it is finalized, such as when subject to grievance
358 procedures, appeal, tenure revocation proceedings, mandatory arbitration, or union
359 proceedings. Written notification letters will be delivered either:

- 360 i. In person, or
- 361 ii. Mailed to the local address of the respective party as indicated in official
362 District records. If there is no local address on file, mail will be sent to the party's
363 permanent address.

364

365 Once received in person, mailed or emailed, a notice will be deemed presumptively
366 delivered.

367

368 **Filing a Timely Complaint:** Since failure to report harassment and discrimination
369 impedes the District's ability to stop the behavior, the District strongly encourages anyone
370 who believes they are being harassed or discriminated against, to file a complaint. The
371 District also strongly encourages the filing of such complaints within 30 days of the alleged

372 incident. While all complaints are taken seriously and will be investigated promptly, delay
373 in filing impedes the District's ability to investigate and remediate.

374
375 All supervisors and managers have a mandatory duty to report incidents of harassment
376 and discrimination; the existence of a hostile, offensive or intimidating work environment,
377 and acts of retaliation.

378 The District will investigate complaints involving acts that occur off campus if they are
379 related to an academic or work activity.

380 **Communicating that the Conduct is Unwelcome:** The District further encourages
381 students and staff to let the offending person know immediately and firmly that the conduct
382 or behavior is unwelcome, offensive, in poor taste or inappropriate.

383
384 **Intake and Processing of the Complaint:** Upon receiving notification of a harassment
385 or discrimination complaint, the **designate Officer** shall:

- 386 • ~~Undertake efforts to informally resolve the charges, including but not limited to~~
387 ~~mediation, rearrangement of work/academic schedules; obtaining apologies;~~
388 ~~providing informal counseling, training, etc.~~
- 389 • ~~Advise the complainant that he/she need not participate in an informal~~
390 ~~resolution of the complaint, as described above, and has the right to end the~~
391 ~~informal resolution process at any time. Mediation is not appropriate for~~
392 ~~resolving incidents involving sexual violence.~~
- 393 • ~~Advise a student complainant that he/she may file a complaint with the Office~~
394 ~~of Civil Rights of the U.S. Department of Education and employee complainants~~
395 ~~may file a complaint with the Department of Fair Employment and Housing. All~~
396 ~~complainants should be advised that they have a right to file a complaint with~~
397 ~~local law enforcement, if the act complained of is also a criminal act. The~~
398 ~~District must investigate even if the complainant files a complaint with local law~~
399 ~~enforcement. In addition, the District should ensure that complainants are~~
400 ~~aware of any available resources, such as counseling, health, and mental~~
401 ~~health services. The **designate Officer** shall also notify the State Chancellor's~~
402 ~~Office of the complaint.~~
- 403 • ~~Take interim steps to protect a complainant from coming into contact with an~~
404 ~~accused individual, especially if the complainant is a victim of sexual violence.~~
405 ~~The **designate Officer** should notify the complainant of his or her options to~~
406 ~~avoid contact with the accused individual and allow students to change~~
407 ~~academic situations as appropriate. For instance, the District may prohibit the~~
408 ~~accused individual from having any contact with the complainant pending the~~
409 ~~results of the investigation. When taking steps to separate the complainant~~
410 ~~and accused individual, the District shall minimize the burden on the~~
411 ~~complainant. For example, it is not appropriate to remove complainants from~~
412 ~~classes or housing while allowing accused individuals to remain.~~

413
414

415 Investigation

416
417 The *designate position* shall:

- 418
419 1. Authorize the investigation of the complaint, and supervise or conduct a thorough,
420 prompt and impartial investigation of the complaint, as set forth below. Where
421 complainants opt for informal resolution, the designated officer will determine
422 whether further investigation is necessary to ensure resolution of the matter and
423 utilize the investigation process outlined below as appropriate. In the case of a
424 formal complaint, the investigation will include interviews with the complainant, the
425 accused, and any other persons who may have relevant knowledge concerning the
426 complaint. This may include victims of similar conduct. Review the factual
427 information gathered through the investigation to determine whether the alleged
428 conduct constitutes harassment, or other unlawful discriminatory conduct, giving
429 consideration to all factual information and the totality of the circumstances,
430 including the nature of the verbal, physical, visual or sexual conduct, and the
431 context in which the alleged incidents occurred.

432
433 **Investigation of the Complaint:** The District shall promptly investigate every complaint
434 of harassment or discrimination. No claim of workplace or academic harassment or
435 discrimination shall remain unexamined. This includes complaints involving activities that
436 occur off campus and in connection with all the academic, educational, extracurricular,
437 athletic, and other programs of the District, whether those programs take place in the
438 District's facilities, on a District bus, or at a class or training program sponsored by the
439 District at another location.

440
441 As set forth above, where the complainant opts for an informal resolution, the **designated**
442 **Officer** may limit the scope of the investigation, as appropriate. The District will keep the
443 investigation confidential to the extent possible, but cannot guarantee absolute
444 confidentiality because release of some information on a "need to know basis" is
445 essential to a thorough investigation. When determining whether to maintain
446 confidentiality, the District may weigh the request for confidentiality against the following
447 factors: the seriousness of the alleged harassment; the complainant's age; whether there
448 have been other harassment complaints about the same individual; and the accused
449 individual's rights to receive information about the allegations if the information is
450 maintained by the District as an "education record" under the Family Educational Rights
451 and Privacy Act (FERPA), 20 U.S. Code Section 1232g; 34 Code Federal Regulations
452 Part 99.15. The District will inform the complainant if it cannot maintain confidentiality.

453
454 **Investigation Steps:** The District will fairly and objectively investigate harassment and
455 discrimination complaints. Employees designated to serve as investigators under this
456 policy shall have adequate training on what constitutes sexual harassment, including
457 sexual violence, and that they understand how the District's grievance procedures

458 operate. The investigator may not have any real or perceived conflicts of interest and
459 must be able to investigate the allegations impartially.

460
461 ~~Investigators will use the following steps: interviewing the complainant(s); interviewing~~
462 ~~the accused individual(s); identifying and interviewing witnesses and evidence identified~~
463 ~~by each party; identifying and interviewing any other witnesses, if needed; reminding all~~
464 ~~individuals interviewed of the District's no-retaliation policy; considering whether any~~
465 ~~involved person should be removed from the campus pending completion of the~~
466 ~~investigation; reviewing personnel/academic files of all involved parties; reach a~~
467 ~~conclusion as to the allegations and any appropriate disciplinary and remedial action; and~~
468 ~~see that all recommended action is carried out in a timely fashion. When the District~~
469 ~~evaluates the complaint, it shall do so using a preponderance of the evidence standard.~~
470 ~~Thus, after considering all the evidence it has gathered, the District will decide whether it~~
471 ~~is more likely than not that discrimination or harassment has occurred.~~

472
473 **Timeline for Completion:** ~~The District will undertake its investigation promptly and~~
474 ~~swiftly as possible. To that end, the investigator shall complete the above steps, and~~
475 ~~prepare a written report within 90 days of the District receiving the complaint.~~

476
477 **Cooperation Encouraged:** ~~All employees are expected to cooperate with a District~~
478 ~~investigation into allegations of harassment or discrimination. Lack of cooperation~~
479 ~~impedes the ability of the District to investigate thoroughly and respond effectively.~~
480 ~~However, lack of cooperation by a complainant or witnesses does not relieve the District~~
481 ~~of its obligation to investigate. The District will conduct an investigation if it is discovered~~
482 ~~that harassment is, or may be occurring, with or without the cooperation of the alleged~~
483 ~~victim(s) and regardless of whether a complaint is filed.~~

484 Written Report

485 The results of the investigation of a complaint shall be set forth in a written report that will
486 include at least all of the following information:

- 487 • A description of the circumstances giving rise to the Formal Complaint;
- 488 • A summary of the testimony provided by each witness interviewed by the
489 investigator;
- 490 • An analysis of relevant evidence collected during the course of the investigation;
- 491 • A specific finding as to whether there is probable cause to believe that
492 discrimination, harassment, or retaliation occurred with respect to each allegation in the
493 complaint; and
- 494 • Any other information deemed appropriate by the District.

495 Confidentiality of the Process

496 Investigations are best conducted within a confidential climate. Therefore, the District
497 does not reveal information about ongoing investigations except as necessary to fulfill its

498 ~~legal obligations. The District will keep the investigation confidential to the extent~~
499 ~~possible, but it cannot guarantee absolute confidentiality because release of some~~
500 ~~information on a “need-to-know-basis” is essential to a thorough investigation and to~~
501 ~~protect the rights of Accused students and employees during the investigation process~~
502 ~~and any ensuing discipline.~~

503 **Administrative Determination**

504 ~~• In any case not involving employment discrimination, within 90 days of receiving~~
505 ~~a complaint, the district shall complete its investigation and forward a copy of the~~
506 ~~investigative report to the State Chancellor, a copy or summary of the report to~~
507 ~~the complainant, and written notice setting forth all of the following to both the~~
508 ~~complainant and the Chancellor:~~

- 509 ~~○ The determination of the **CEO or his/her designee** as to whether there is~~
510 ~~probable cause to believe discrimination occurred with respect to each~~
511 ~~allegation in the complaint;~~
- 512 ~~○ A description of actions taken, if any, to prevent similar problems from~~
513 ~~occurring in the future;~~
- 514 ~~○ The proposed resolution of the complaint; and~~
- 515 ~~○ The complainant's right to appeal to the district governing board and the~~
516 ~~Chancellor.~~

517
518 ~~• In any case involving employment discrimination, within 90 days of receiving a~~
519 ~~complaint, the district shall complete its investigation and forward a copy or~~
520 ~~summary of the report to the complainant, and written notice setting forth all the~~
521 ~~following to the complainant:~~

- 522 ~~○ The determination of the **CEO or his/her designee** as to whether there is~~
523 ~~probable cause to believe discrimination occurred with respect to each~~
524 ~~allegation in the complaint;~~
- 525 ~~○ A description of actions taken, if any, to prevent similar problems from~~
526 ~~occurring in the future;~~
- 527 ~~○ The proposed resolution of the complaint; and~~
- 528 ~~○ The complainant's right to appeal to the district governing board and to file~~
529 ~~a complaint with Department of Fair Employment and Housing or the U.S~~
530 ~~Equal Employment Opportunity Commission.~~

531 532 **Discipline and Corrective Action**

533
534 ~~If harassment, discrimination or retaliation occurred in violation of the policy or procedure,~~
535 ~~the District shall take disciplinary action against the accused and any other remedial~~
536 ~~action it determines to be appropriate. The action will be prompt, effective, and~~
537 ~~commensurate with the severity of the offense. Remedies for the complainant might~~
538 ~~include, but are not limited to:~~

- 539 ~~• providing an escort to ensure that the complainant can move safely between~~
540 ~~classes and activities;~~

- 542 • ~~ensuring that the complainant and alleged perpetrator do not attend the same~~
543 ~~classes or work in the same work area;~~
- 544
- 545 • ~~preventing offending third parties from entering campus;~~
- 546
- 547 • ~~providing counseling services or a referral to counseling services;~~
- 548
- 549 • ~~providing medical services or a referral to medical services;~~
- 550
- 551 • ~~providing academic support services, such as tutoring;~~
- 552
- 553 • ~~arranging for a student complainant to re-take a course or withdraw from a class~~
554 ~~without penalty, including ensuring that any changes do not adversely affect the~~
555 ~~complainant's academic record; and~~
- 556
- 557 • ~~reviewing any disciplinary actions taken against the complainant to see if there is~~
558 ~~a causal connection between the harassment and the misconduct that may have~~
559 ~~resulted in the complainant being disciplined.~~

560

561 If the District imposes discipline, the nature of the discipline will not be communicated to
562 the complainant. However, the District may disclose information about the sanction
563 imposed on an individual who was found to have engaged in harassment when the
564 sanction directly relates to the complainant; for example, the District may inform the
565 complainant that the harasser must stay away from the complainant.

566

567 Disciplinary actions against faculty, staff, and students will conform to all relevant statutes,
568 regulations, personnel policies and procedures, including the provisions of any applicable
569 collective bargaining agreement.

570

571 The District shall also take reasonable steps to protect the complainant from further
572 harassment, or discrimination, and to protect the complainant and witnesses from
573 retaliation as a result of communicating the complaint or assisting in the investigation.
574 The District will ensure that complainants and witnesses know how to report any
575 subsequent problems, and should follow up with complainants to determine whether any
576 retaliation or new incidents of harassment have occurred. The District shall take
577 reasonable steps to ensure the confidentiality of the investigation and to protect the
578 privacy of all parties to the extent possible without impeding the District's ability to
579 investigate and respond effectively to the complaint.

580

581 If the District cannot take disciplinary action against the accused individual because the
582 complainant refuses to participate in the investigation, it should pursue other steps to limit
583 the effects of the alleged harassment and prevent its recurrence.

585 **Appeals**

586 If the District imposes discipline against a student or employee as a result of the findings
587 in its investigation, the student or employee may appeal the decision using the procedure
588 for appealing a disciplinary decision.

589 If the complainant is not satisfied with the results of the administrative determination,
590 he/she may, within fifteen days, submit a written appeal to the Board of Trustees. The
591 Board shall review the original complaint, the investigative report, the administrative
592 decision, and the appeal. The Board shall issue a final District decision in the matter
593 within 45 days after receiving the appeal. A copy of the decision rendered by the Board
594 shall be forwarded to the complainant and to the State Chancellor's Office. The
595 complainant shall also be notified of his/her right to appeal this decision.

596 If the Board does not act within 45 days the administrative determination shall be deemed
597 approved and shall become the final decision of the District in the matter.

598 In any case not involving workplace discrimination, harassment, or retaliation, the
599 complainant shall have the right to file a written appeal with the State Chancellor's Office
600 within thirty days after the Board issued the final District decision or permitted the
601 administrative decision to become final. Such appeals shall be processed pursuant to
602 the provision of Title 5 Section 59350.

603 In any case involving employment discrimination, including workplace harassment, the
604 complainant may, at any time before or after the issuance of the final decision of the
605 District, file a complaint with the Department of Fair Employment and Housing

606
607 Extension of Time

608 Within 150 days of receiving a formal complaint, the District shall forward to the State
609 Chancellor's Office the original complaint, the investigative report, a copy of the written
610 notice to the complainant setting forth the results of the investigation, a copy of the final
611 administrative decision rendered by the Board or indicating the date upon which the
612 decision became final, and a copy of the notification to the complainant of his/her appeal
613 rights. If, due to circumstances beyond its control, the District is unable to comply with the
614 150-day deadline for submission of materials, it may file a written request for an extension
615 of time no later than ten days prior to the expiration of the deadline.

616
617 Appeals

618 A reporting party or responding party may appeal the decision under the grounds
619 described below [LM1]. Any party who files a request for appeal must do so in
620 writing to the designated appeal Title IX Officer, within 3 business days of receiving
621 the written decision.

622
623 The ONLY grounds for appeal are as follows:

- 624 1. A procedural or substantive error occurred that significantly impacted the
625 outcome of the investigation (e.g. substantiated bias, material deviation from
626 established procedures, etc.);

- 627 2. To consider new evidence, unavailable during the original investigation, that could
628 substantially impact the original finding. A summary of this new evidence and its
629 potential impact must be included;
630 3. The sanctions imposed fall outside the range of sanctions designated for this
631 offense and the cumulative conduct history of the responding party.

632
633 The designated appeal Title IX Officer will share the request for appeal with the other
634 party (e.g., if the responding party files an appeal, the appeal is shared with the
635 reporting party, who may also wish to file a response and/or bring their own appeal on
636 separate grounds; this response or appeal will be shared with the initial appealing
637 party). Based on the written requests/responses or on interviews as necessary, the
638 designated appeal Title IX Officer will send a letter of outcome for the appeal to all
639 parties. The designated appeal Title IX Officer can take one of two possible actions:
640 he/she. The designated appeal Officer may dismiss an appeal request as untimely or
641 ineligible, or may grant an appeal and remand the finding for further investigation or
642 reconsideration.

643
644 The original finding will stand if the appeal request is not timely or substantively
645 eligible, and that decision is final.

646
647 The ONLY grounds for appeal are as follows:

- 648 ~~1. A procedural or substantive error occurred that significantly impacted the~~
649 ~~outcome of the investigation (e.g. substantiated bias, material deviation from~~
650 ~~established procedures, etc.);~~
651 ~~1. To consider new evidence, unavailable during the original investigation, that could~~
652 ~~substantially impact the original finding. A summary of this new evidence and its~~
653 ~~potential impact must be included;~~
654 ~~1. The sanctions imposed fall outside the range of sanctions designated for this~~
655 ~~offense and the cumulative conduct history of the responding party.~~

656 If the appeal remands to the investigator/s for review, the reconsideration of the
657 investigator/s is not appealable. In rare cases where a procedural or substantive error
658 cannot be cured by the original investigator/s (as in cases of bias), the designated
659 appeals Title IX Officer may order a new investigation with a new investigator or team of
660 investigators. The results of the second investigation cannot be appealed.

661
662 The procedures governing the hearing of appeals include the following:

- 663 • All parties will be timely informed of the status of requests for appeal, the status of
664 the appeal consideration, and the results of the appeal decision;
665 • Every opportunity to return the appeal to the original investigators for
666 reconsideration (remand) will be pursued;
667 • Appeals are not intended to be full re-investigations of the allegations (de novo).
668 In most cases, appeals are confined to a review of the written documentation or
669 record of the original investigation and pertinent documentation regarding the
670 grounds for appeal;
671 • Appeals decisions are deferential to the original investigative body, making

672 changes to the finding only where there is clear error;

- 673 • An appeal is not an opportunity for the Title IX Officer/appeals officers to substitute
674 his/hers/their judgment for that of the original investigators merely because they disagree
675 with the finding;
- 676 • Sanctions imposed are implemented immediately unless the hiring or disciplinary
677 authority, in consultation with the Title IX Coordinator/Institutional Equity Officer stays
678 their implementation in extraordinary circumstances, pending the outcome of the
679 appeal;
- 680 • The designated/appeals Title IX Officer will typically render a written decision on
681 the appeal to all parties within 5 business days from hearing of the appeal. The
682 designated/appeals Title IX Officer's decision to deny an appeal request is final;
- 683 • The parties will receive written notification of any changes made to the original
684 finding and disciplinary action (if any) in a timely, simultaneous fashion.

687 **Advisors**

688 The parties are entitled to an advisor of their choosing to guide and accompany them
689 throughout the school District's resolution process (in all meetings and interviews at which
690 the party is entitled to be present, including intake, interviews, hearings and appeals).
691 The advisor may be anyone who is both eligible and available. An individual who is a
692 witness in a case may not serve as an advisor due to the inherent conflict. A party may
693 also choose to participate in the resolution process without an advisor. Please see
694 additional information about advisors below.

695 **The Role of An Advisor**

696 Advisors should help their advisees prepare for each meeting, and are expected to advise
697 ethically, with integrity and in good faith. All advisors are subject to the same rules,
698 whether they are attorneys or not. Advisors may not present on behalf of their advisee in
699 a meeting, interview or hearing and should request or wait for a break in the proceeding
700 if they wish to interact with District officials. Advisors may confer quietly with their advisees
701 as necessary, as long as they do not disrupt the process. For longer or more involved
702 discussions, the parties and their advisors should ask for breaks or step out of meetings
703 to allow for private conversation.

704
705 Advisors are expected to refrain from interference with the District investigation and
706 resolution. Any advisor who steps out of their role in any meeting under the District
707 resolution process will be warned only once. If the advisor continues to disrupt or
708 otherwise fails to respect the limits of the advisor role, the advisor will be asked to leave
709 the meeting. When an advisor is removed from a meeting, that meeting will typically
710 continue without the advisor present. Subsequently, the Title IX Coordinator/Institutional
711 Equity Officer will determine whether the advisor may be reinstated, may be replaced by
712 a different advisor, or whether the party will forfeit the right to an advisor for the remainder
713 of the process.

715 The District expects that the parties will wish for the District to share documentation
716 related to the allegations with their advisors. The District provides a consent form that
717 authorizes such sharing. The parties must complete this form before the District is able
718 to share records with an advisor. The parties are not otherwise restricted from discussing
719 and sharing information relating to the allegations with others who may support them or
720 assist them in preparing and presenting. Advisors are expected to maintain the privacy
721 of the records shared with them by the District. These records may not be shared with
722 third parties, disclosed publicly, or used for purposes not explicitly authorized by the
723 District. The District may seek to restrict the role of any advisor who does not respect the
724 sensitive nature of the process or who fails to abide by the District's privacy expectations.

725
726 The District expects an advisor to adjust their schedule to allow them to attend District
727 meetings when scheduled. The District does not typically change scheduled meetings to
728 accommodate an advisor's inability to attend. The District will, however make provisions
729 to allow an advisor who cannot attend in person to attend a meeting by telephone, video
730 and/or virtual meeting technologies as may be convenient and available. A party may
731 elect to change advisors during the process, and is not locked into using the same advisor
732 throughout.

733
734 Where an employee is a member of a union and entitled to a union representative in the
735 process, that employee may be accompanied by the union representative as their advisor
736 or may choose an advisor in addition to their union representative. In such cases, the
737 other party may have two advisors as well. The union representative will be bound by the
738 same role expectations as an advisor.

739
740 The parties must advise the investigators of the identity of their advisor at least 2 business
741 days before the date of their first meeting with investigators. The parties must provide
742 subsequent timely notice to the investigators if they change advisors at any time. No audio
743 or video recording of any kind other than as required by institutional procedure is
744 permitted during meetings with District officials.

745 746 **Conflicts of Interest**

747 The District is committed to ensuring that its resolution processes are free from actual or
748 perceived bias or conflicts of interest that would materially impact the outcome. Any party who
749 feels that there is bias or conflict of interest that would materially impact the outcome may
750 submit a written petition for the person's removal from the process. The petition should include
751 specifics as to the actual or perceived bias or conflict of interest, as why the petitioner believes
752 the bias or conflict could materially impact the outcome. Such petitions should be submitted
753 promptly to the Title IX Coordinator/Institutional Equity Officer, Title IX Coordinator, or to the
754 District Chancellor in the event that the potential conflict or bias involves the Title IX
755 Coordinator/Institutional Equity Officer/Coordinator.

756 757 758 **Retaliation**

759 It is unlawful for anyone to retaliate against someone who files an unlawful discrimination
760 or harassment complaint, who refers a matter for investigation or complaint, who

761 participates in an investigation of a complaint, who represents or serves as an
762 advisorecate/union representative for a reporting party or responding party, or who
763 otherwise furthers the principles of the District's unlawful discrimination and harassment
764 policy. The District shall take reasonable steps to protect the reporting party from further
765 harassment, and/or discrimination, and to protect the reporting party and witnesses from
766 retaliation as a result of communicating the complaint and/or assisting in the investigation.
767 Any retaliation should be reported to the Title IX Coordinator/Institutional Equity Officer, or
768 in their absence, to xxxthe Chancellor.

771 **Privacy and Confidentiality**

772 The District shall take reasonable steps to ensure the confidentiality of the investigation
773 and to protect the privacy of all parties to the extent possible without impeding the
774 District's ability to respond effectively to the report or complaint. Only schoolDistrict
775 officials with a legitimate need to know will be informed of the results of the investigation.
776 The District shall make a good faith effort to inform the parties, in advance when possible,
777 of any public release of information regarding the case.

778
779 All employees and students are expected to cooperate with a District investigation into
780 allegations of discrimination or harassment. An individual who participates as a reporting
781 party or witness in an investigation of sexual assault, domestic violence, dating violence,
782 or stalking will not be subject to disciplinary sanctions for a violation of the District's policy
783 at or near the time of the incident, unless the District determines that the violation was
784 egregious, including, but not limited to, an action that places the health or safety of any
785 other person at risk or involves plagiarism, cheating, or academic dishonesty.

786
787 Only District officials with a legitimate need to know will be informed of the results of the
788 investigation, appeals procedure, or sanctioning/disciplinary procedure.

789 The parties should be aware that District administrators must issue timely warnings for
790 incidents reported to them that pose a substantial threat of bodily harm or danger to
791 members of the campus community. The District will make every effort to ensure that a
792 reporting party's name and other identifying information is not disclosed, while still
793 providing enough information for community members to make safety decisions in light
794 of the potential danger.

795
796 In implementing this policy, records of all reports, resolutions, and hearings will be kept
797 by the Title IX Coordinator/Institutional Equity Officer indefinitely in the corresponding
798 database. -Access to reports, resolutions and hearingsthis database will be controlled by
799 the Title IX Coordinator/Institutional Equity Officer.

801 **File Retention**

802 The District will retain on file for a period of at least three years after closing the case
803 copies of:

- 804 • the original complaint;
- 805 • the investigatory report;
- 806 • the summary of the report if one is prepared;
- 807 • the notice provided to the complainant, of the District's administrative
- 808 determination and his or her right to appeal;
- 809 • any appeal; and
- 810 • the District's final decision.

811
812 The District will make such documents available to the State Chancellor upon request.

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817 **Statement of the Rights of the Reporting Party**

- 818 • To be treated with respect by District officials.
- 819 • To take advantage of campus support resources (such as Counseling and Health
- 820 Services for students, or EAP services for employees).
- 821 • To experience a safe educational and work environment.
- 822 • To have an advisor during this procedure.
- 823 • To decline to have an allegation resolved through informal conflict resolution
- 824 procedures.
- 825 • To receive amnesty for minor –misconduct (such as alcohol or drug violations)
- 826 ancillary to the incident.
- 827 • To be free from retaliation.
- 828 • To have reported misconduct resolved in substantial accordance with these
- 829 procedures.
- 830 • To be informed in writing of the outcome/resolution, sanctions where permissible
- 831 and the rationale for the outcome where permissible.
- 832 • Referral to law enforcement and assistance in reporting to law enforcement if
- 833 desired.
- 834 • No contacts orders or restrictions.

835

836

837 **Statement of the Rights of the Responding Party**

- 838 • To be treated with respect by District officials.
- 839 • To take advantage of campus support resources (such as Counseling and Health
- 840 Services for students, or EAP services for employees).
- 841 • To have an advisor during this procedure.
- 842 • To decline to have an allegation resolved through informal conflict resolution
- 843 procedures.
- 844 • To have reported misconduct resolved in substantial accordance with these
- 845 procedures.
- 846 • To be informed of the outcome/resolution and the rationale for the outcome, in
- 847 writing.

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The Role of An Advisor

~~Advisors should help their advisees prepare for each meeting, and are expected to advise ethically, with integrity and in good faith. All advisors are subject to the same rules, whether they are attorneys or not. Advisors may not present on behalf of their advisee in a meeting, interview or hearing and should request or wait for a break in the proceeding if they wish to interact with District officials. Advisors may confer quietly with their advisees as necessary, as long as they do not disrupt the process. For longer or more involved discussions, the parties and their advisors should ask for breaks or step out of meetings to allow for private conversation.~~

~~Advisors are expected to refrain from interference with the District investigation and resolution. Any advisor who steps out of their role in any meeting under the District resolution process will be warned only once. If the advisor continues to disrupt or otherwise fails to respect the limits of the advisor role, the advisor will be asked to leave the meeting. When an advisor is removed from a meeting, that meeting will typically continue without the advisor present. Subsequently, the Title IX Coordinator/Institutional Equity Officer will determine whether the advisor may be reinstated, may be replaced by a different advisor, or whether the party will forfeit the right to an advisor for the remainder of the process.~~

~~The District expects that the parties will wish for the District to share documentation related to the allegations with their advisors. The District provides a consent form that authorizes such sharing. The parties must complete this form before the District is able to share records with an advisor. The parties are not otherwise restricted from discussing and sharing information relating to the allegations with others who may support them or assist them in preparing and presenting. Advisors are expected to maintain the privacy of the records shared with them by the District. These records may not be shared with third parties, disclosed publicly, or used for purposes not explicitly authorized by the District. The District may seek to restrict the role of any advisor who does not respect the sensitive nature of the process or who fails to abide by the District's privacy expectations.~~

~~The District expects an advisor to adjust their schedule to allow them to attend District meetings when scheduled. The District does not typically change scheduled meetings to accommodate an advisor's inability to attend. The District will, however make provisions to allow an advisor who cannot attend in person to attend a meeting by telephone, video and/or virtual meeting technologies as may be convenient and available. A party may elect to change advisors during the process, and is not locked into using the same advisor throughout.~~

~~Where an employee is a member of a union and entitled to a union representative in the process, that employee may be accompanied by the union representative as their advisor or may choose an advisor in addition to their union representative. In such cases, the other party may have two advisors as well.~~

~~The parties must advise the investigators of the identity of their advisor at least 2 business days before the date of their first meeting with investigators. The parties must provide subsequent timely notice to the investigators if they change advisors at any time. No audio or video recording of any kind other than as required by institutional procedure is permitted during meetings with District officials.~~

Disability Related Accommodations

~~The District is committed to full compliance with the Americans With Disabilities Act of 1990 (ADA and ADAAA) and Section 504 of the Rehabilitation Act of 1973, which prohibit discrimination against qualified persons with disabilities, as well as other federal and state laws pertaining to individuals with disabilities. Under the ADA and its amendments, a person has a disability if they have a physical or mental impairment that substantially limits a major life activity. The ADA also protects individuals who have a record of a substantially limiting impairment or who are regarded as disabled by the District whether qualified or not. A substantial impairment is one that significantly limits or restricts a major life activity such as hearing, seeing, speaking, breathing, performing manual tasks, walking or caring for oneself.~~

~~The Director of Disability Services has been designated as the ADA/504 Coordinator responsible for coordinating efforts to comply with these disability laws, including investigation of any allegation of noncompliance.~~

~~The District is committed to providing qualified students, employees or others with disabilities with reasonable accommodations and support needed to ensure equal access to this procedure. Anyone needing such accommodations or support should contact the Director of Disability Services who will review the request and, in consultation with the person requesting the accommodation, and the Title IX Coordinator/Institutional Equity Officer, determine which accommodations are appropriate and necessary for full participation.~~

Privacy

~~Only District officials with a legitimate need to know will be informed of the results of the investigation, appeals procedure, or sanctioning/disciplinary procedure.~~

~~The parties should be aware that District administrators must issue timely warnings for incidents reported to them that pose a substantial threat of bodily harm or danger to members of the campus community. The District will make every effort to ensure that a reporting party's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.~~

~~In implementing this policy, records of all reports, resolutions, and hearings will be kept by the Title IX Coordinator/Institutional Equity Officer indefinitely in the corresponding~~

938 ~~database. Access to this database will be controlled by the Title IX~~
939 ~~Coordinator/Institutional Equity Officer.~~

940
941 **Revisions to this Policy**

942 The District reserves the right to make changes to this document as necessary and once
943 those changes are posted online, (http://www.sbccd.org/Board_of_Trustees/Policies, -a-
944 Procedures) they are in effect. Students and employees are encouraged to check online
945 insert URL for the updated versions of all policies and procedures. If government
946 regulations change in a way that impacts this document, this document will be construed
947 to comply with government regulations in their most recent form. Reports of misconduct
948 made after the fact may raise issues of policy and procedure application, if policies and
949 procedures have changed. ~~Unless the parties accept current policies, all reports are~~
950 ~~governed by the policies that were in place at the time the alleged misconduct occurred.~~
951 Procedures applicable are those that are in place at the time of resolution. This document
952 does not create legally enforceable protections beyond the protection of the background
953 state and federal laws.

954
955 **Complaint Procedure Checklist**

- 956
957 ○ Complaint or report received by Title IX Officer or Title IX Coordinator.
958 ○ Provide complainant with a copy of Board Policy 3430 and which frame
959 such codes generally. Administrative Procedure 3435.
960 ○ Provide complainant with the current resource guide with available
961 resources (counseling, health services, etc.).
962 ○ Acknowledge receipt of complaint/report with copy to State Chancellor's
963 Office
- 964 ○ Conduct preliminary inquiry (within three days) to determine:
965 ○ Acceptability by parties to alternative dispute resolution.
966 ○ Determine whether District policy had been violated.
967 ○ Determine whether facts violated District policy.
968 ○ Determine interim remedies or actions to be taken.
969 ○ Decide to start a formal investigation or
970 ○ Close out complaint with letter of explanation to complainant and State
971 Chancellor's Office
- 972 ○ Determine investigator and timeline (within 60 days of complaint/report)
973 ○ Request extension up to 90 days, from State Chancellor's Office within 50
974 days of complaint/report
975 ▪ Reason why extension is necessary
976 ▪ Date expected to complete determination
977 ▪ Notice of copy sent to complainant
978 ▪ Notice to complainant of right to send written objection to extension
979 with five days of receipt
- 980 ○ Complete investigation

- 981 o Forward investigative report and administrative determination to the
982 complainant and to the State Chancellor's Office
- 983 ▪ Ultimate determination on probable cause
 - 984 ▪ Description of actions taken to prevent similar future allegations
 - 985 ▪ Proposed resolution
 - 986 ▪ The complainant's right to appeal to the District governing board
987 (within 15 days from the date of the determination)
 - 988 • Governing board reviews and renders final decision (within 45
989 days of receiving the appeal)
 - 990 • Board decision is forwarded to complainant and the State
991 Chancellor's Office
 - 992 • Notice to complainant of right to appeal to the State
993 Chancellor's Office (within 30 days of the Board decision)
 - 994 • Complainant provides copy of governing board's
995 determination or evidence that the governing board did not
996 respond within 45 days
- 997 o State Chancellor's Office may launch its own investigation if there is evidence of a
998 violation.
- 999

1000 *File Retention*

1001 The District will retain on file for a period of at least three years after closing the case
1002 copies of:

- 1003 — the original complaint;
- 1004 — the investigatory report;
- 1005 — the summary of the report if one is prepared;
- 1006 — the notice provided to the complainant, of the District's administrative
1007 determination and his or her right to appeal;
- 1008 — any appeal; and
- 1009 — the District's final decision.

1010 The District will make such documents available to the State Chancellor upon request.

1011

1012

1013 **Dissemination of Policy and Procedures**

1014 ~~District Policy and Procedures related to harassment will include information that~~
1015 ~~specifically addresses sexual violence. District policy and procedures will be provided to~~
1016 ~~all students, faculty members, members of the administrative staff and members of the~~
1017 ~~support staff, and will be posted on campus and on the District's website.~~

1018

1019 ~~When hired, employees are required to sign that they have received the policy and~~
1020 ~~procedures, and the signed acknowledgment of receipt is placed in each employee's~~
1021 ~~personnel file. In addition, these policies and procedures are incorporated into the~~
1022 ~~District's course catalogs and orientation materials for new students.~~

1023
1024 **Training**

1025 ~~By January 1, 2006, the District shall provide at least two hours of classroom or other~~
1026 ~~effective interactive training and education regarding sexual harassment to all supervisory~~
1027 ~~employees who are employed as of July 1, 2005. All new supervisory employees must~~
1028 ~~be provided with the training and education within six months of their assumption of a~~
1029 ~~supervisory position. After January 1, 2006, the District shall provide sexual harassment~~
1030 ~~training and education to each supervisory employee once every two years.~~

1031
1032 ~~The training and education required by this procedure shall include information and~~
1033 ~~practical guidance regarding the federal and state statutory provisions concerning the~~
1034 ~~prohibition against and the prevention and correction of sexual harassment and the~~
1035 ~~remedies available to victims of sexual harassment in employment. The training and~~
1036 ~~education shall also include practical examples aimed at instructing supervisors in the~~
1037 ~~prevention of harassment, discrimination, and retaliation, and shall be presented by~~
1038 ~~trainers or educators with knowledge and expertise in the prevention of harassment,~~
1039 ~~discrimination, and retaliation.~~

1040
1041 ***NOTE:*** ~~The following is **suggested as good practice**, and will generally be viewed by a~~
1042 ~~court as helping to reduce District liability.~~

1043
1044 ~~Training of all staff will be conducted. This includes counselors, faculty, health personnel,~~
1045 ~~law enforcement officers, coaches, and all staff who regularly interact with students.~~
1046 ~~Training for academic staff should emphasize environmental harassment in the~~
1047 ~~classroom. The District will also provide training to students who lead student~~
1048 ~~organizations. The District should provide copies of the sexual harassment policies and~~
1049 ~~training to all District law enforcement unit employees regarding the grievance procedures~~
1050 ~~and any other procedures used for investigating reports of sexual violence.~~

1051
1052 ~~In years in which a substantive policy or procedural change has occurred, all District~~
1053 ~~employees will attend a training update or receive a copy of the revised policies and~~
1054 ~~procedures.~~

1055
1056 ~~Participants in training programs will be required to sign a statement that they have either~~
1057 ~~understood the policies and procedures, their responsibilities, and their own and the~~
1058 ~~District's potential liability, or that they did not understand the policy and desire further~~
1059 ~~training.~~

1060
1061 **Education and Prevention for Students**

1062 ~~In order to take proactive measures to prevent sexual harassment and violence toward~~
1063 ~~students, the District will provide preventive education programs and make victim~~
1064 ~~resources, including comprehensive victim services, available. The District will include~~
1065 ~~such programs in their orientation programs for new students, and in training for student~~
1066 ~~athletes and coaches. These programs will include discussion of what constitutes sexual~~
1067 ~~harassment and sexual violence, the District's policies and disciplinary procedures, and~~
1068 ~~the consequences of violating these policies. A training program or informational services~~
1069 ~~will be made available to all students at least once annually.~~

1070
1071 ~~The education programs will also include information aimed at encouraging students to~~
1072 ~~report incidents of sexual violence to the appropriate District and law enforcement~~
1073 ~~authorities. Since victims or third parties may be deterred from reporting incidents if~~
1074 ~~alcohol, drugs, or other violations of District or campus rules were involved, the District~~
1075 ~~will inform students that the primary concern is for student safety and that use of alcohol~~
1076 ~~or drugs never makes the victim at fault for sexual violence. If other rules are violated,~~
1077 ~~the District will address such violations separately from an allegation of sexual violence.~~

1078
1079 **Introduction and Scope**

1080
1081 ~~These are the written policies and procedures for filing and processing complaints of~~
1082 ~~unlawful discrimination at San Bernardino Community College District. These policies and~~
1083 ~~procedures incorporate the legal principles contained in nondiscrimination provisions of~~
1084 ~~the California Code of Regulations, title 5, sections 59300 et seq. as well as other state~~
1085 ~~and federal substantive and procedural requirements.~~

1086
1087 ~~A copy of these written policies on unlawful discrimination will be displayed in a prominent~~
1088 ~~location in the Office of Human Resources, San Bernardino Valley College President's~~
1089 ~~Office, Crafton Hills College President's Office main administrative building or other area~~
1090 ~~where notices regarding the institution's rules, regulations, procedures, and standards of~~
1091 ~~conduct are posted.~~

1092
1093 ~~Authority: 20 U.S.C. § 1681 et seq.; Ed. Code, §§ 66270, 66271.1, 66281.5; Gov. Code,~~
1094 ~~§§ 11135-11139.5; Cal. Code Regs., tit. 5, § 59326. Reference: Cal. Code Regs., tit. 5,~~
1095 ~~§§ 59300 et seq.; 34 C.F.R. § 106.8(b).~~

1096
1097 **Unlawful Discrimination Policy**

1098
1099 ~~The **policy** of the San Bernardino Community College District is to provide an educational~~
1100 ~~and employment environment in which no person shall be unlawfully denied full and equal~~
1101 ~~access to, the benefits of, or be unlawfully subjected to discrimination, in whole or in part,~~
1102 ~~on the basis of ethnic group identification, national origin, religion, age, sex or gender,~~
1103 ~~race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis~~

1104 ~~of these perceived characteristics or based on association with a person or group with~~
1105 ~~one or more of these actual or perceived characteristics, in any program or activity that is~~
1106 ~~administered by, funded directly by, or that receives any financial assistance from the~~
1107 ~~State Chancellor or Board of Governors of the California Community Colleges.~~

1108
1109 The **policy** of the San Bernardino Community College District is to provide an educational
1110 and employment environment free from unwelcome sexual advances, requests for sexual
1111 favors, sexual favoritism, or other verbal or physical conduct or communications
1112 constituting sexual harassment.

1113
1114 The **policy** of San Bernardino Community College District is to comply with the
1115 accessibility requirements of Section 508 of the Rehabilitation Act of 1973 in the
1116 development, procurement, maintenance, or use of electronic or information technology
1117 and respond to and resolve unlawful discrimination complaints regarding accessibility.
1118 Such complaints will be treated as complaints of discrimination on the basis of disability.

1119
1120 Employees, students, or other persons acting on behalf of the District who engage in
1121 unlawful discrimination as defined in this policy or by state or federal law may be subject
1122 to discipline, up to and including discharge, expulsion, or termination of contract.

1123
1124 In so providing, the San Bernardino Community College District hereby implements the
1125 provisions of California Government Code sections 11135 through 11139.5, the Sex
1126 Equity in Education Act (Ed. Code, § 66250 et seq.), title VI of the Civil Rights Act of 1964
1127 (42 U.S.C. § 2000d), title IX of the Education Amendments of 1972 (20 U.S.C. § 1681),
1128 section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), section 508 of the
1129 Rehabilitation Act of 1973 (29 U.S.C. § 794d), the Americans with Disabilities Act of 1990
1130 (42 U.S.C. §§ 12100 et seq.) and the Age Discrimination Act (42 U.S.C. § 6101).

1131
1132 Authority: Cal. Code Regs., tit. 5, § 59300; Ed. Code §§ 66250 et seq., 66271.1, 66700,
1133 and 70901; Gov. Code § 11138. Reference: Ed. Code §§ 66250 et seq. and 72011; Gov.
1134 Code, §§ 11135-11139.5; Penal Code §§ 422.6 and 422.55; 20 U.S.C. § 1681; 29 U.S.C.
1135 §§ 794 and 794d; 42 U.S.C. §§ 6101, 12100 et seq. and 2000d; 36 C.F.R. § 1194.

1136

1137 **Retaliation**

1138

1139 It is unlawful for anyone to retaliate against someone who files an unlawful discrimination
1140 complaint, who refers a matter for investigation or complaint, who participates in an
1141 investigation of a complaint, who represents or serves as an advocate for an alleged
1142 victim or alleged offender, or who otherwise furthers the principles of this unlawful
1143 discrimination policy.

1144

1145 Authority: 20 U.S.C. §§ 1681 et seq.; 34 C.F.R. § 106; Cal. Code Regs., tit. 5, §§ 59300
1146 et seq.; Revised Sexual Harassment Guidance: Harassment of Students by School
1147 Employees, Other Students, or Third Parties, Title IX, Office for Civil Rights, January 19,
1148 2001.

1149

1150 **Responsible District Officer**

1151
1152 ~~The San Bernardino Community College District has identified the Vice Chancellor of~~
1153 ~~Human Resources & Employee Relations to the State Chancellor's Office and to the~~
1154 ~~public as the single District officer responsible for receiving all unlawful discrimination~~
1155 ~~complaints filed pursuant to title 5, section 59328, and for coordinating their investigation.~~
1156 ~~Informal charges of unlawful discrimination should be brought to the attention of the~~
1157 ~~responsible district officer, who shall oversee the informal resolution process pursuant to~~
1158 ~~section 59327. The actual investigation of complaints may be assigned to other staff or~~
1159 ~~to outside persons or organizations under contract with the District. Such delegation~~
1160 ~~procedures will be used whenever the officer designated to receive complaints is named~~
1161 ~~in the complaint or is implicated by the allegations in the complaint.~~

1162
1163 ~~Administrators, faculty members, other District employees, and students shall direct all~~
1164 ~~complaints of unlawful discrimination to the responsible District officer.~~

1165
1166 ~~Authority: Cal. Code Regs., tit. 5, § 59324; 34 C.F.R. § 106.8.~~

1167 **Informal/Formal Complaint Procedure**

1168
1169
1170 ~~When a person brings charges of unlawful discrimination to the attention of the District's~~
1171 ~~responsible officer, that officer will:~~

1172
1173 ~~(1) Undertake efforts to informally resolve the charges;~~

1174
1175 ~~(2) Advise the complainant that he or she need not participate in informal~~
1176 ~~resolution;~~

1177
1178 ~~(3) Notify the person bringing the charges of his or her right to file a formal~~
1179 ~~complaint and explain the procedure for doing so;~~

1180
1181 ~~(4) Assure the complainant that he or she will not be required to confront, or work~~
1182 ~~out problems with, the person accused of unlawful discrimination;~~

1183
1184 ~~(5) Advise the complainant that he or she may file a nonemployment-based~~
1185 ~~complaint with the Office for Civil Rights of the U.S. Department of Education~~
1186 ~~(OCR) where such a complaint is within that agency's jurisdiction.~~

1187
1188 ~~(6) If the complaint is employment-related, the complainant should also be advised~~
1189 ~~that he or she may file a complaint with the U.S. Equal Employment Opportunity~~
1190 ~~Commission (EEOC) and/or the California Department of Fair Employment and~~
1191 ~~Housing (DFEH) where such a complaint is within that agency's jurisdiction.~~

1192
1193 ~~Efforts at informal resolution need not include any investigation unless the responsible~~
1194 ~~District officer determines that an investigation is warranted by the seriousness of the~~
1195 ~~charges. Selecting an informal resolution does not extend the time limitations for filing a~~

1196 formal complaint. ~~Efforts at informal resolution may continue after the filing of a formal~~
1197 ~~written complaint, but after a complaint is filed an investigation is required to be conducted~~
1198 ~~pursuant to title 5, section 59334, and will be completed unless the matter is informally~~
1199 ~~resolved and the complainant dismisses the complaint. Even if the complainant does~~
1200 ~~dismiss the complaint, the responsible district officer may require the investigation to~~
1201 ~~continue if he or she determines that the allegations are serious enough to warrant an~~
1202 ~~investigation. Any efforts at informal resolution after the filing of a written complaint will~~
1203 ~~not exceed the 90-day period for rendering the administrative determination pursuant to~~
1204 ~~title 5, section 59336.~~

1205
1206 ~~In employment-related cases, if the complainant also files with the Department of Fair~~
1207 ~~Employment and Housing or with the U.S. Equal Employment Opportunity Commission,~~
1208 ~~a copy of that filing will be sent to the State Chancellor's Office requesting a determination~~
1209 ~~of whether a further investigation under title 5 is required. Unless the State Chancellor's~~
1210 ~~Office determines that a separate investigation is required, the District will discontinue its~~
1211 ~~investigation under title 5 and the matter will be resolved through the Department of Fair~~
1212 ~~Employment and Housing or the U.S. Equal Employment Opportunity Commission.~~

1213
1214 ~~The District will allow for representation where required by law and may allow for~~
1215 ~~representation for the accused and complainant in other circumstances on a case by case~~
1216 ~~basis.~~

1217
1218 ~~Authority: Cal. Code Regs., tit. 5, §§ 59327, 59328, 59334, 59336, and 59339; NLRB v.~~
1219 ~~Weingarten, Inc. (1975) 420 U.S. 251.~~

1220

1221 **Filing of Formal Written Complaint**

1222
1223 ~~If a complainant decides to file a formal written unlawful discrimination complaint against~~
1224 ~~the District, he or she must file the complaint on a form prescribed by the State Chancellor.~~
1225 ~~These approved forms are available from the District and also at the State Chancellor's~~
1226 ~~website, as follows:~~

1227
1228 ~~The completed form must be filed with the District representative or mailed directly to the~~
1229 ~~State Chancellor's Office of the California Community Colleges.~~

1230
1231 ~~Once a complaint is filed, the individual(s) accused of engaging in prohibited~~
1232 ~~discriminatory conduct should be advised of that filing and the general nature of the~~
1233 ~~complaint. This should occur as soon as possible and in a manner that is appropriate~~
1234 ~~under the circumstances. The District will also advise the accused that an assessment~~
1235 ~~of the accuracy of the allegations has not yet been made, that the complaint will be~~
1236 ~~investigated, that the accused will be provided an opportunity to present his/her side of~~
1237 ~~the matter, and that any conduct that could be viewed as retaliatory against the~~
1238 ~~complainant or any witnesses must be avoided.~~

1239
1240 ~~Authority: Cal. Code Regs., tit. 5, §§ 59311 and 59328.~~

1241

1242 ~~Threshold Requirements Prior to Investigation of a Formal Written Complaint~~

1243

1244 ~~When a formal written complaint is filed it will be reviewed to determine if the complaint~~
1245 ~~meets the following requirements:~~

1246

1247 ~~• The complaint must be filed on a form prescribed by the State Chancellor's Office.~~

1248 ~~• The complaint must allege unlawful discrimination prohibited under title 5, section~~
1249 ~~59300.~~

1250 ~~• The complaint must be filed by one who alleges that he or she has personally~~
1251 ~~suffered unlawful discrimination or by one who has learned of such unlawful~~
1252 ~~discrimination in his or her official capacity as a faculty member or administrator.~~

1253 ~~• In any complaint not involving employment, the complaint must be filed within one~~
1254 ~~year of the date of the alleged unlawful discrimination or within one year of the date~~
1255 ~~on which the complainant knew or should have known of the facts underlying the~~
1256 ~~specific incident or incidents of alleged unlawful discrimination.~~

1257 ~~• In any complaint alleging discrimination in employment, the complaint shall be filed~~
1258 ~~within 180 days of the date the alleged unlawful discrimination occurred, except~~
1259 ~~that this period will be extended by no more than 90 days following the expiration~~
1260 ~~of that 180 days if the complainant first obtained knowledge of the facts of the~~
1261 ~~alleged violation after the expiration of 180 days.~~

1262

1263 ~~Authority: Cal. Code Regs., tit. 5, § 59328.~~

1264

1265 ~~**Defective Complaint**~~

1266

1267 ~~If a complaint is found to be defective it will be immediately returned to the complainant~~
1268 ~~with a complete explanation of why an investigation will not be initiated under California~~
1269 ~~Code of Regulations, title 5, section 59300 et seq. The notice will inform the complainant~~
1270 ~~that the complaint does not meet the requirements of section 59328, and shall specify in~~
1271 ~~what requirement the complaint is defective. A copy of the notice to the complainant will~~
1272 ~~also be sent to the State Chancellor's Office.~~

1273

1274 ~~Authority: Cal. Code Regs., tit. 5, §§ 59328, 59332.~~

1275

1276 ~~**Notice to State Chancellor or District**~~

1277

1278 ~~A copy of all formal complaints filed in accordance with the title 5 regulations will be~~
1279 ~~forwarded to the State Chancellor's Office immediately upon receipt, regardless of~~
1280 ~~whether the complaint is brought by a student or by an employee. Similarly, when the~~
1281 ~~State Chancellor's Office receives a complaint a copy will be forwarded to the District.~~

1282

1283 ~~Authority: Cal. Code Regs., tit. 5, § 59330.~~

1284

1285 ~~**Administrative Determination**~~

1286

1287 ~~In any case not involving employment discrimination, within 90 days of receiving an~~
1288 ~~unlawful discrimination complaint filed under title 5, sections 59300 et seq., the~~
1289 ~~responsible District officer will complete the investigation and forward a copy of the~~
1290 ~~investigative report to the State Chancellor, a copy or summary of the report to the~~
1291 ~~complainant, and written notice setting forth all the following to both the complainant and~~
1292 ~~the State Chancellor:~~

- 1293
- 1294 ~~a) the determination of the chief executive officer or his/her designee as to whether~~
1295 ~~there is probable cause to believe discrimination occurred with respect to each~~
1296 ~~allegation in the complaint;~~
 - 1297 ~~b) a description of actions taken, if any, to prevent similar problems from occurring in~~
1298 ~~the future;~~
 - 1299 ~~c) the proposed resolution of the complaint; and~~
 - 1300 ~~d) the complainant's right to appeal to the District governing board and the State~~
1301 ~~Chancellor.~~

1302

1303 ~~In any case involving employment discrimination, within 90 days of receiving an unlawful~~
1304 ~~discrimination complaint filed under title 5, sections 59300, et seq., the responsible District~~
1305 ~~officer will complete the investigation and forward a copy or summary of the report to the~~
1306 ~~complainant, and written notice setting forth all the following to the complainant:~~

- 1307
- 1308 ~~a) the determination of the chief executive officer or his/her designee as to whether~~
1309 ~~there is probable cause to believe discrimination occurred with respect to each~~
1310 ~~allegation in the complaint;~~
 - 1311 ~~b) a description of actions taken, if any, to prevent similar problems from occurring in~~
1312 ~~the future;~~
 - 1313 ~~c) the proposed resolution of the complaint; and~~
 - 1314 ~~d) the complainant's right to appeal to the District governing board and to file a~~
1315 ~~complaint with the Department of Fair Employment and Housing.~~

1316

1317 ~~The District will keep these documents on file for a period of at least three years after~~
1318 ~~closing the case, and make them available to the State Chancellor upon request.~~

1319

1320 ~~The San Bernardino Community College District recognizes the importance of and is~~
1321 ~~therefore committed to completing investigations and resolving complaints as quickly as~~
1322 ~~possible, consistent with the requirements for a thorough investigation.~~

1323

1324 ~~Authority: Cal. Code Regs., tit. 5, § 59336.~~

1325

1326 **Complainant's Appeal Rights**

1327

1328 ~~Complainants have appeal rights that they may exercise if they are not satisfied with the~~
1329 ~~results of the District's administrative determination. At the time the administrative~~
1330 ~~determination and summary is mailed to the complainant, the responsible District officer~~
1331 ~~or his/her designee shall notify the complainant of his or her appeal rights as follows:~~

1332

- 1333 ● ~~First level of appeal: The complainant has the right to file an appeal to the District's~~
1334 ~~governing board within 15 days from the date of the administrative determination.~~
1335 ~~The District's governing board will review the original complaint, the investigative~~
1336 ~~report, the administrative determination, and the appeal.~~
- 1337 ● ~~The District's governing board will issue a final District decision in the matter within~~
1338 ~~45 days after receiving the appeal. Alternatively, the District's governing board~~
1339 ~~may elect to take no action within 45 days, in which case the original decision in~~
1340 ~~the administrative determination will be deemed to be affirmed and shall become~~
1341 ~~the final District decision in the matter. A copy of the final decision rendered by~~
1342 ~~the District's governing board will be forwarded to the complainant and to the State~~
1343 ~~Chancellor's Office.~~
- 1344 ● ~~Second level of appeal: The complainant has the right to file an appeal with the~~
1345 ~~California Community College Chancellor's Office in any case not involving~~
1346 ~~employment-related discrimination within 30 days from the date that the governing~~
1347 ~~board issues the final District decision or permits the administrative determination~~
1348 ~~to become final by taking no action within 45 days. The appeal must be~~
1349 ~~accompanied by a copy of the decision of the governing board or evidence~~
1350 ~~showing the date on which the complainant filed an appeal with the governing~~
1351 ~~board, and a statement under penalty of perjury that no response was received~~
1352 ~~from the governing board within 45 days from that date. In any case involving~~
1353 ~~employment discrimination, the complainant has the right to file a complaint with~~
1354 ~~the Department of Fair Employment and Housing (DFEH) where the case is within~~
1355 ~~the jurisdiction of that agency.~~

1356
1357 ~~Complainants must submit all appeals in writing.~~

1358
1359 ~~Authority: Cal. Code Regs., tit. 5, §§ 59338 and 59339.~~

1360
1361 **~~Provision of Information to State Chancellor~~**

1362
1363 ~~In any case not involving employment discrimination, within 150 days of receiving a~~
1364 ~~complaint, the responsible District officer will either:~~

1365
1366 ~~Forward the following to the State Chancellor:~~

- 1367
1368 ● ~~A copy of the final District decision rendered by the governing board or a statement~~
1369 ~~indicating the date on which the administrative determination became final as a~~
1370 ~~result of taking no action on the appeal within 45 days.~~
- 1371 ● ~~A copy of the notice of appeal rights the District sent the complainant.~~
- 1372 ● ~~Any other information the State Chancellor may require; or~~

1373
1374 ~~Notify the State Chancellor that the complainant has not filed an appeal with the district~~
1375 ~~governing board and that the District has closed its file.~~

1376

1377 ~~The District will keep these documents on file for a period of at least three years after~~
1378 ~~closing the case, and in any case involving employment discrimination, make them~~
1379 ~~available to the State Chancellor upon request.~~

1380
1381 ~~Authority: Cal. Code Regs., tit. 5, §§ 59338 and 59340.~~

1382 **Extensions**

1383
1384
1385 ~~If for reasons beyond its control, the District is unable to comply with the 90-day or 150-~~
1386 ~~day deadlines specified above for submission of materials to the complainant and the~~
1387 ~~State Chancellor's Office, the responsible District officer will file a written request that the~~
1388 ~~State Chancellor grant an extension of the deadline. Where an extension is deemed~~
1389 ~~necessary by the District, it must be requested from the State Chancellor regardless of~~
1390 ~~whether or not the case involves employment discrimination. The request will be~~
1391 ~~submitted no later than 10 days prior to the expiration of the deadlines established by title~~
1392 ~~5 in sections 59336 and/or 59340 and will set forth the reasons for the request and the~~
1393 ~~date by which the District expects to be able to submit the required materials.~~

1394
1395 ~~A copy of the request for an extension will be sent to the complainant, who will be advised~~
1396 ~~that he or she may file written objections with the State Chancellor within 5 days of receipt.~~

1397
1398 ~~The State Chancellor may grant the request unless delay would be prejudicial to the~~
1399 ~~investigation. If an extension of the 90-day deadline is granted by the State Chancellor~~
1400 ~~the 150-day deadline is automatically extended by an equal amount.~~

1401
1402 ~~Authority: Cal. Code Regs., tit. 5, § 59342.~~

1403 **Definitions**

1404
1405
1406 ~~Definitions applicable to nondiscrimination policies are as follows:~~

1407
1408 ~~• "Appeal" means a request by a complainant made in writing to the San Bernardino~~
1409 ~~Community College District governing board pursuant to title 5, section 59338,~~
1410 ~~and/or to the State Chancellor's Office pursuant to title 5, section 59339, to review~~
1411 ~~the administrative determination of the District regarding a complaint of~~
1412 ~~discrimination.~~

1413
1414 ~~• "Association with a person or group with these actual or perceived characteristics"~~
1415 ~~includes advocacy for or identification with people who have one or more~~
1416 ~~characteristics of a protected category listed under "Unlawful Discrimination~~
1417 ~~Policy" and title 5, section 59300, participation in a group associated with persons~~
1418 ~~having such characteristics, or use of a facility associated with use by such~~
1419 ~~persons.~~

1420
1421 ~~• "Complaint" means a written and signed statement meeting the requirements of~~
1422 ~~title 5, section 59328 that alleges unlawful discrimination in violation of the~~

1423 nondiscrimination regulations adopted by the Board of Governors of the California
1424 Community Colleges, as set forth at title 5, sections 59300 et seq.

- 1425
- 1426 • ~~"Days" means calendar days.~~
 - 1427
 - 1428 • ~~"Gender" means sex, and includes a person's gender identity and gender related~~
1429 ~~appearance and behavior whether or not stereotypically associated with the~~
1430 ~~person's assigned sex at birth.~~

- 1431
- 1432 • ~~"Mental disability" includes, but is not limited to, all of the following:~~

1433

- 1434 1) ~~Having any mental or psychological disorder or condition, such as mental~~
1435 ~~retardation, organic brain syndrome, emotional or mental illness, or specific~~
1436 ~~learning disabilities, that limits a major life activity. For purposes of this section:~~

1437 a) ~~"Limits" shall be determined without regard to mitigating measures, such as~~
1438 ~~medications, assistive devices, or reasonable accommodations, unless the~~
1439 ~~mitigating measure itself limits a major life activity.~~

1440 b) ~~A mental or psychological disorder or condition limits a major life activity if it~~
1441 ~~makes the achievement of the major life activity difficult.~~

1442 c) ~~"Major life activities" shall be broadly construed and shall include physical,~~
1443 ~~mental, and social activities and working.~~

1444

- 1445 2) ~~Any other mental or psychological disorder or condition not described in paragraph~~
1446 ~~(1) that requires specialized supportive services.~~

1447

- 1448 3) ~~Having a record or history of a mental or psychological disorder or condition~~
1449 ~~described in paragraph (1) or (2), which is known to the District.~~

1450

- 1451 4) ~~Being regarded or treated by the District as having, or having had, any mental~~
1452 ~~condition that makes achievement of a major life activity difficult.~~

1453

- 1454 5) ~~Being regarded or treated by the District as having, or having had, a mental or~~
1455 ~~psychological disorder or condition that has no present disabling effect, but that~~
1456 ~~may become a mental disability as described in paragraph (1) or (2).~~

1457

1458 ~~"Mental disability" does not include sexual behavior disorders, compulsive gambling,~~
1459 ~~kleptomania, pyromania, or psychoactive substance use disorders resulting from the~~
1460 ~~current unlawful use of controlled substances or other drugs.~~

- 1461
- 1462 • ~~"Physical disability" includes, but is not limited to, all of the following:~~

1463

- 1464 1) ~~Having any physiological disease, disorder, condition, cosmetic disfigurement,~~
1465 ~~or anatomical loss that does both of the following:~~

1466 a) ~~Affects one or more of the following body systems: neurological,~~
1467 ~~immunological, musculoskeletal, special sense organs, respiratory,~~

1468 including speech organs, cardiovascular, reproductive, digestive,
1469 genitourinary, hemic and lymphatic, skin, and endocrine.

1470 b) ~~Limits a major life activity. For purposes of this section:~~

1471 i. ~~"Limits" shall be determined without regard to mitigating measures~~
1472 ~~such as medications, assistive devices, prosthetics, or reasonable~~
1473 ~~accommodations, unless the mitigating measure itself limits a major~~
1474 ~~life activity.~~

1475 ii. ~~A physiological disease, disorder, condition, cosmetic disfigurement,~~
1476 ~~or anatomical loss limits a major life activity if it makes the~~
1477 ~~achievement of the major life activity difficult.~~

1478 iii. ~~"Major life activities" shall be broadly construed and include physical,~~
1479 ~~mental, and social activities and working.~~

1480 2) ~~Any other health impairment not described in paragraph (1) that requires~~
1481 ~~specialized supportive services.~~

1482 3) ~~Having a record or history of a disease, disorder, condition, cosmetic~~
1483 ~~disfigurement, anatomical loss, or health impairment described in paragraph~~
1484 ~~(1) or (2), which is known to the District.~~

1485 4) ~~Being regarded or treated by the District as having, or having had, any physical~~
1486 ~~condition that makes achievement of a major life activity difficult.~~

1487 5) ~~Being regarded or treated by the District as having, or having had, a disease,~~
1488 ~~disorder, condition, cosmetic disfigurement, anatomical loss, or health~~
1489 ~~impairment that has no present disabling effect but may become a physical~~
1490 ~~disability as described in paragraph (1) or (2).~~

1491 6) ~~"Physical disability" does not include sexual behavior disorders, compulsive~~
1492 ~~gambling, kleptomania, pyromania, or psychoactive substance use disorders~~
1493 ~~resulting from the current unlawful use of controlled substances or other drugs.~~

1494

1495 ● ~~"District" means the San Bernardino Community College District or any District~~
1496 ~~program or activity that is funded directly by the state or receives financial~~
1497 ~~assistance from the state. This includes the District Personnel Commission and~~
1498 ~~any other organization associated with the District or its college(s) that receives~~
1499 ~~state funding or financial assistance through the District.~~

1500

1501 ● ~~"Responsible District Officer" means the officer identified by the District to the State~~
1502 ~~Chancellor's Office as the person responsible for receiving complaints filed~~
1503 ~~pursuant to title 5, section 59328, and coordinating their investigation. The~~
1504 ~~Responsible District Officer for San Bernardino Community College District is the~~
1505 ~~Vice Chancellor of Human Resources and Employee Relations.~~

1506

1507 ● ~~"Sex" includes, but is not limited to, pregnancy, childbirth, or medical conditions~~
1508 ~~related to pregnancy or childbirth. 'Sex' also includes, but is not limited to, a~~
1509 ~~person's gender, as defined in section 422.56 of the Penal Code. Discrimination~~
1510 ~~on the basis of sex or gender also includes sexual harassment.~~

1511

1512 ● ~~"Sexual harassment" is unlawful discrimination in the form of unwelcome sexual~~
1513 ~~advances, requests for sexual favors, and other verbal, visual, or physical conduct~~

1514 of a sexual nature, made by someone from or in the workplace or in the educational
1515 setting, and includes but is not limited to:

1516
1517 ~~(1) Making unsolicited written, verbal, physical, and/or visual contacts with sexual~~
1518 ~~overtones.~~

1519
1520 ~~(Examples of possible sexual harassment that appear in a written form include, but are~~
1521 ~~not limited to: suggestive or obscene letters, notes, and/or invitations. Examples of~~
1522 ~~possible visual sexual harassment include, but are not limited to: leering, gestures,~~
1523 ~~display of sexually aggressive objects or pictures, cartoons, or posters.)~~

1524
1525 ~~(2) Continuing to express sexual interest after being informed that the interest is~~
1526 ~~unwelcomed.~~

1527
1528 ~~(3) Making reprisals, threats of reprisal, or implied threats of reprisal following a rebuff of~~
1529 ~~harassing behavior. The following are examples of conduct in an academic environment~~
1530 ~~that might be found to be sexual harassment: threatening to withhold, or actually~~
1531 ~~withholding, grades earned or deserved; suggesting a poor performance evaluation will~~
1532 ~~be prepared; or suggesting a scholarship recommendation or college application will be~~
1533 ~~denied.~~

1534
1535 ~~(4) Engaging in explicit or implicit coercive sexual behavior within the work environment~~
1536 ~~which is used to control, influence, or affect the employee's career, salary, and/or work~~
1537 ~~environment.~~

1538
1539 ~~(5) Engaging in explicit or implicit coercive sexual behavior within the educational~~
1540 ~~environment that is used to control, influence, or affect the educational opportunities,~~
1541 ~~grades, and/or learning environment of a student.~~

1542
1543 ~~(6) Offering favors or educational or employment benefits, such as grades or promotions,~~
1544 ~~favorable performance evaluations, favorable assignments, favorable duties or shifts,~~
1545 ~~recommendations, reclassifications, etc., in exchange for sexual favors.~~

1546
1547 ~~(7) Awarding educational or employment benefits, such as grades or duties or shifts,~~
1548 ~~recommendations, reclassifications, etc., to any student or employee with whom the~~
1549 ~~decision maker has a sexual relationship and denying such benefits to other students or~~
1550 ~~employees.~~

1551
1552 ~~• "Sexual orientation" means heterosexuality, homosexuality, or bisexuality.~~

1553 ~~• "Unlawful discrimination" means discrimination based on a category protected~~
1554 ~~under title 5, section 59300, including retaliation and sexual harassment.~~

1555
1556 ~~Authority: Gov. Code, § 12926; Cal. Code Regs., tit. 5, §§ 59300, 59311; Revised Sexual~~
1557 ~~Harassment Guidance: Harassment of Students by School Employees, Other Students,~~
1558 ~~or Third Parties, Title IX, Office for Civil Rights, January 19, 2001.~~

1559

Confidentiality of the Process

Investigative processes can best be conducted within a confidential climate. Therefore, the District does not reveal information about such matters except as necessary to fulfill its legal obligations.

Potential complainants are sometimes reluctant to pursue a complaint if their names will be revealed. The inability to reveal the name of a complainant or facts that are likely to reveal the identity of the complainant can severely limit the ability of the District to respond. Complainants must also recognize that persons who are accused of wrongdoing have a right to present their side of the matter, and this right may be jeopardized if the District is prohibited from revealing the name of the complainant or facts that are likely to disclose the identity of the complainant.

If a complainant insists that his or her name not be revealed, the responsible officer should take all reasonable steps to investigate and respond to the complaint consistent with the complainant's request as long as doing so does not jeopardize the rights of other students or employees.

It is also important that complainants and witnesses understand the possibility that they may be charged with allegations of defamation if they circulate the charges outside of the District's process. In general, persons who are participating in a District investigative or disciplinary process that is related to a charge of discrimination are protected from tort claims such as defamation. However, persons who make allegations outside of these processes or who discuss their claims with persons outside of the process may expose themselves to tort charges. Complainants, witnesses, and those accused of discrimination will all be asked to sign a confidentiality acknowledgement statement.

Where an investigation reveals the need for disciplinary action, the complainant may wish to have information about what disciplinary actions the District took. However, the privacy rights of the persons involved often prevent the District from providing such information. In student disciplinary actions for sexual assault/physical abuse charges, Education Code section 76234 provides that the victim shall be informed of the disciplinary action, but that the victim must keep the information confidential. Disciplinary actions taken against employees are generally considered confidential.

Authority: Cal. Const. Art. I, § 1; Civil Code § 47; Ed. Code, §§ 76234 and 87740; *Silberg v. Anderson* (1990) 50 Cal.3d. 205; Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, Title IX, Office for Civil Rights, January 19, 2001.

Notice, Training, and Education for Students and Employees

The San Bernardino Community College District's responsible officer shall make arrangements for or provide training to employees and students on the District's unlawful

1606 ~~discrimination policy and procedures. Faculty members, members of the administrative~~
1607 ~~staff, and members of the support staff will be provided with a copy of the District's written~~
1608 ~~policy on unlawful discrimination at the beginning of the first quarter or semester of the~~
1609 ~~college year after the policy is adopted.~~

1610
1611 ~~All District employees will receive this training and a copy of the unlawful discrimination~~
1612 ~~policies and procedures during the first year of their employment. Because of their special~~
1613 ~~responsibilities under the law, supervisors will undergo mandatory training within six~~
1614 ~~months of assuming a supervisory position and annually thereafter. In years in which a~~
1615 ~~substantive policy or procedural change has occurred all District employees will attend a~~
1616 ~~training update and/or receive a copy of the revised policies and procedures.~~

1617
1618 ~~A training program or informational services will be made available to all students at least~~
1619 ~~once annually.~~

1620
1621 ~~The student training or informational services will include an explanation of the policy,~~
1622 ~~how it works, and how to file a complaint. In addition, a copy of the District's written policy~~
1623 ~~on unlawful discrimination, as it pertains to students, will be provided as part of any~~
1624 ~~orientation program conducted for new students at the beginning of each quarter,~~
1625 ~~semester, or summer session, as applicable.~~

1626
1627 ~~Authority: Ed. Code, § 66281.5; Cal. Code Regs., tit. 5, §§ 59324 and 59326. Reference:~~
1628 ~~Cal. Code Regs., tit. 5, §§~~
1629 ~~9300 et seq.; 34 C.F.R. § 106.8(b).~~

1630

1631 **Academic Freedom**

1632

1633 ~~The San Bernardino Community College District governing Board reaffirms its~~
1634 ~~commitment to academic freedom, but recognizes that academic freedom does not allow~~
1635 ~~any form of unlawful discrimination. It is recognized that an essential function of education~~
1636 ~~is a probing of opinions and an exploration of ideas that may cause some students~~
1637 ~~discomfort. It is further recognized that academic freedom insures the faculty's right to~~
1638 ~~teach and the student's right to learn. Finally, nothing in these policies and procedures~~
1639 ~~shall be interpreted to prohibit bona fide academic requirements for a specific community~~
1640 ~~college program, course or activity.~~

1641
1642 ~~When investigating unlawful discrimination complaints containing issues of academic~~
1643 ~~freedom San Bernardino Community College District will consult with a faculty member~~
1644 ~~appointed by the Academic Senate with respect to contemporary practices and standards~~
1645 ~~for course content and delivery.~~

1646
1647 ~~Reference: Cohen v. San Bernardino Valley College (1995) 883 F.Supp. 1407, 1412-~~
1648 ~~1414, affd. in part and revd. in part on other grounds, (1996) 92 F.3d 968; Cal. Code~~
1649 ~~Regs., tit. 5, § 59302.~~

1650

1651 **Record Retention**

1652
1653 Unlawful discrimination records that are part of an employee's employment records may
1654 be classified as Class-1 Permanent records and retained indefinitely or microfilmed in
1655 accordance with title 5, California Code of Regulations, section 59022. Unlawful
1656 discrimination records of a student that are deemed worthy of preservation but not
1657 classified as Class-1 Permanent may be classified as Class-2 Optional records or as
1658 Class-3 Disposable records. Class-2 Optional records shall be retained until reclassified
1659 as Class-3 Disposable Records. Class-3 Disposable Records shall be retained for a
1660 period of three years after being classified as Class-3 Disposable records.

1661
1662 Records related to a student discrimination complaint will be deemed worthy of
1663 preservation if, at the end of three years after the case is closed, a complaint on similar
1664 grounds has been filed against the same employee. In such cases, the records shall
1665 continue to be classified as Class 2 records and shall not be reclassified as Class-3
1666 Disposable Records until complaints against that particular employee have been
1667 resolved.

1668
1669 Authority: Cal. Code Regs., tit. 5, § 59020.

1670
1671 **References:** [Education Code Section 66281.5;](#)
1672 [Government Code Section 12950.1;](#)
1673 [Title 5 Sections 59320, 59324, 59326, 59328, and 59300 et seq.;](#)
1674 [34 Code of Federal Regulations Section 106.8\(b\)](#)

1675
1676
1677 ***NOTE:** The red ink signifies language that is legally required and recommended by the Policy and
1678 Procedure Service and its legal counsel (Liebert Cassidy Whitmore). The language in black ink is from
1679 the current SBCCD AP 3430 titled Policy and Procedures for Handling Complaints of Unlawful
1680 Discrimination Under Title 5 Sections 59300 et seq. approved on 2/11/10.*

1681
Approved: 2/11/10
Revised:

1682
1683

San Bernardino Community College District
Board Policy
Chapter 7 – Human Resources

BP 7250 EDUCATIONAL ADMINISTRATORS

(Replaces current SBCCD BP 7250)

An educational administrator is a person employed by the Board of Trustees in a supervisory or management position as defined in Government Code Sections 3540 et seq.

Educational administrators are those who exercise direct responsibility for supervising the operation of or formulating policy regarding ~~the~~ instructional or student services programs of the District.

Educational administrators shall be compensated in the manner provided for by the appointment or contract of employment. Compensation shall be set by the Board upon recommendation by the Chancellor.

Educational administrators shall be entitled to vacation leave, sick leave, and other leaves as provided by law and ~~the~~by District policies and administrative procedures.

Educational Administrators shall be entitled to health and welfare benefits made available by action of the Board upon recommendation by the Chancellor.

Educational administrators shall be employed by an appointment or contract. Deans and ~~v~~Vice pPresidents and assistant vice chancellors shall receive one (1) year contracts. ~~and Presidents and V~~vice cChancellors shall receive two (2) year contracts. The District Chancellor shall be given a contract length determined by the Board within the limitations of the Education Code.

The Board may, with the consent of the administrator concerned, terminate, effective on the next succeeding first day of July, the terms of employment and any contract of employment with the administrator, and reemploy the administrator on any terms and conditions as may be mutually agreed upon by the Board and the administrator, for a new term to commence on the effective date of the termination of the existing term of employment.

If the Board determines that the administrator is not to be reemployed when his/her appointment or contract expires, notice to an administrator shall be in accordance with

45 the terms of the existing contract. If the contract is silent, notice shall be in accordance
46 with Education Code Section 72411.

47
48 An educational administrator who has not previously acquired tenure as a faculty member
49 in the District shall have the right to become a first year probationary faculty member once
50 his/her administrative assignment expires or is terminated, if the following criteria are met:

- 51 • The administrator meets the criteria established by the District for minimum
52 qualifications for a faculty position, in accordance with procedures ~~developing~~
53 ~~developed~~ jointly by the Chancellor and the Academic Senate and approved by
54 the Board. The Board shall rely primarily on the advice and judgment of the
55 Academic Senate to determine ~~that~~ whether an administrator possesses
56 minimum qualifications for employment as a faculty member.
- 57 • The requirements of Education Code Section 87458(c) and (d), or any
58 successor statute, are met with respect to prior satisfactory service and reason
59 for termination of the administrative assignment.

60
61 ~~Educational administrators shall be compensated in the manner provided for by the~~
62 ~~appointment or contract of employment. Compensation shall be set by the Board upon~~
63 ~~recommendation by the Chancellor. Educational Administrators shall further be entitled~~
64 ~~to health and welfare benefits made available by action of the Board upon~~
65 ~~recommendation by the Chancellor.~~

66
67 ~~Educational administrators shall be entitled to vacation leave, sick leave, and other leaves~~
68 ~~as provided by law and the policies and administrative procedures.~~

69
70 ~~The Governing Board has determined that educational administrators shall be employed~~
71 ~~by an appointment or contract. Deans and Vice Presidents shall receive one (1) year~~
72 ~~contracts and Presidents and Vice Chancellors shall receive two (2) year contracts. The~~
73 ~~District Chancellor shall be given a contract length determined by the Board within the~~
74 ~~limitations of the Education Code.~~

75
76 ~~The Board may, with the consent of the administrator concerned, terminate, effective on~~
77 ~~the next succeeding first day of July, the terms of employment and any contract of~~
78 ~~employment with the administrator, and reemploy the administrator on any terms and~~
79 ~~conditions as may be mutually agreed upon by the Board and the administrator, for a new~~
80 ~~term to commence on the effective date of the termination of the existing term of~~
81 ~~employment.~~

82
83 ~~If the Board determines that the administrator is not to be reemployed when his/her~~
84 ~~appointment or contract expires, notice to an administrator shall be in accordance with~~
85 ~~the terms of the existing contract. If the contract is silent, notice shall be in accordance~~
86 ~~with Education Code Section 72411.~~

87
88 References: Education Code Sections 72411 et seq., 87002(b), and 87457-87460;
89 Government Code Section 3540.1(g) and (m)

Adopted: 7/8/10
Revised: 3/10/16
Revised: 10/6/2016

91
92

San Bernardino Community College District
Administrative Procedure
Chapter 7 – Human Resources

AP 7250 EDUCATIONAL ADMINISTRATORS

(Replaces current SBCCD AP 7250)

HIRING QUALIFICATIONS

For California educational administrators, the minimum qualifications are a master's degree (in any discipline), and one year of formal training, internship, or leadership experience reasonably related to the administrator's assignment. Public California community college districts have hiring authority and must adhere to the minimum qualifications when establishing hiring criteria and/or determining hiring eligibility. The districts may include additional criteria over and above the minimums, but can never hire below the minimums.

~~The District~~San Bernardino Community College District has established the following additional hiring qualifications for all educational administrator positions:

- A. Demonstrated sensitivity to, understanding of, and respect for the diverse academic, socio-economic, cultural, disability, religious, sexual orientation, gender expression, and ethnic backgrounds of community college students. Board Policy 3410 refers.
- ~~B. Meet the minimum qualifications as stated in the job description.~~
- ~~C. B.~~ Commitment to participate in the collegiate consultation process of the College and the District.
- ~~D. See BP/AP 3410 Nondiscrimination to ensure the most up-to-date protected classes are addressed.~~

GENERAL HIRING PROVISIONS

A. Approval to Fill a Position

Requests to fill newly created or vacant positions must be ~~processed~~ approved ~~by~~ through the appropriate administrator, ~~C~~ college ~~p~~ President, ~~f~~ Fiscal

44 officerServices and the Vice Chancellor of Human Resources and Employee
45 Relations (or designee – to validate an approved job description). Requests will
46 be submitted and approved through the online application process described
47 below. Additional manual approvals may be required by the Chancellor,
48 depending on the particular position or general financial condition of the District.
49 Such manual approvals will be managed by the Vice Chancellor of Human
50 Resources and Employee Relations, who serves in the role of District Equal
51 Opportunity Officer for this procedure. Office of Human Resources, and must
52 receive the approval of the Vice Chancellor of Human Resources & Employee
53 Relations or Designee. All management positions shall be approved by
54 Chancellor’s Cabinet prior to being announced.

55 56 **B. Online Employment Application Process**

57
58 The Office of Human Resources implemented this system in order to automate
59 and streamline many of the paper-driven aspects of the employment application
60 process. Once a request to fill a position is approved, a designated Human
61 Resources staff member will set up an online application process for proper
62 publications, control and record-keeping purposes. All applicants must submit the
63 required application materials through the online system, unless they contact the
64 Human Resources Department and request a disability accommodation. Such
65 accommodations will be decided and made available by the Human Resources
66 Department. All requested positions must be submitted through the Online
67 Application System. After the requested information for the vacant position is filled
68 out and submitted, the request will then be approved by the appropriate
69 administrators. The receipt of the Personnel Requisition Form by the Office of
70 Human Resources and budget authorization by Fiscal Services indicates approval
71 to begin the recruitment process.

72 73 **C. Recruitment**

74
75 The District shall maintain a program of verifiable eEqual eEmployment
76 oOpportunity recruitment of qualified members of historically underrepresented
77 groups in all job categories and classifications, including but not limited to faculty,
78 classified and confidential employees; categorically funded positions; and all other
79 executive, administrative and managerial positions.

80 81 **D. Job Announcements**

82
83 Job announcements online and in print media shall clearly state job
84 specifications setting forth the responsibilities as well as the requisite
85 knowledge, skills, and abilities necessary for job performance. All jJob
86 specifications shall be jointly determined by the appropriate administrator
87 and the responsible Human Resources staff member, to assure conformity
88 with the approved job description and which the District wishes to utilize
89 shall be reviewed by the appropriate administrator and the Office of Human

90 ~~Resources before the position is announced to ensure conformity with the~~
91 ~~requirements of Title 5, and both State and Federal non-discriminatory laws.~~
92 ~~The content of the job announcement is the responsibility of the appropriate~~
93 ~~administrator and the Office of Human Resources and must be approved~~
94 ~~by the Final approval of job announcements is the responsibility of the Vice~~
95 ~~Chancellor of Human Resources & Employee Relations or dDesignee.~~

96
97 The ~~position~~-job announcement must include the following:

- 98 1. A description of the duties and responsibilities;
- 99 2. Minimum qualifications;
- 100 3. ~~Additional d~~Desirable qualifications (must be that are job related and
101 support the responsibilities of the position);
- 102 4. Provision for presentation of qualifications that are equivalent to the
103 minimum qualifications;
- 104 5. Notification of testing (if required); and
- 105 6. Legal qualifiers, established by the ~~Office of~~ Human Resources
106 Department to comply with Federal, State, and District ~~regulations policies~~
107 and procedures (e.g. Title 5, Title VII, EEO and ADA).

108 109 110 111 112 113 114 115 **E. Pre-Screening Process**

116
117 ~~The Office of Human Resources will pre-screen the applications to ensure that~~
118 ~~applicants meet minimum qualifications and requirements as set forth in the~~
119 ~~position announcement and, on that basis, will certify the “qualified” pool of~~
120 ~~applicants. The responsible Human Resources staff member will pre-screen~~
121 ~~applications prior to release to the screening committee. Incomplete application~~
122 ~~will not be forwarded to the committee and those applicants will be so advised.~~
123 ~~Those who do not appear to meet minimum qualifications will be identified and the~~
124 ~~screening committee will validate. If validated, the Human Resources staff~~
125 ~~member will notify the applicants accordingly. If the committee believes an~~
126 ~~applicant meets minimum qualifications, but has been identified otherwise, the~~
127 ~~committee shall notify the Vice Chancellor of Human Resources and Employee~~
128 ~~Relations in writing and include a rationale for inclusion of such applicant. All~~
129 ~~screening committee members must sign the petition. The Vice Chancellor of~~
130 ~~Human Resources and Employee Relations shall make the final determination~~
131 ~~regarding the inclusion of such applicants for further consideration.~~

132 133 **F. The Screening Committee**

134

135 1. The appropriate administrator in consultation with the Office of Human
136 Resources will designate the composition of the Screening Committee to
137 ensure appropriate representation from the affected department.

138
139 2. The Screening Committee for management positions shall have no less
140 than three (3) and no more than nine (9) members who have been trained
141 by the Office of Human Resources.

142
143 1. 3. For a pPresident's rRecruitment, the sScreening cCommittee shall consist
144 fifteen (15) members. The members will consist of (1) Associated Student
145 Government appointee; (1) —California SSchool Employee Association
146 appointee; (1) —California CTeachers Association appointee; (4) Academic
147 Senate appointees; (2) Classified Senate appointees; (3) Manager's
148 Association appointeesment (one recommended at least one to be a Vice
149 President); (1) fFoundation Bboard member; (1) Staff/cConfidential staff
150 member; and (1) cCommunity member. Based on unforeseeable
151 circumstances, if a member is unable to participate or continue, the committee
152 can be comprised of less than 15 committee members. Additional members
153 may be added by the Chancellor or the Governing Board. If a member is unable
154 to participate in all meetings or continue through the process, the committee
155 may continue with less than the original fifteen members. Members may not
156 be added to the process once it begins.

157 2. For all other educational administrator positions, the screening committee shall
158 be representative of the following categories: (1) subject matter expert; (1)
159 California Teachers' Association appointee; (1) California School Employee
160 Association appointee; (1) Classified Senate appointee; (2) Academic Senate
161 appointees; and (2) Manager's Association appointees (at least one should be
162 in an equivalent position). The appropriate administrator, in consultation with
163 the Vice Chancellor of Human Resources and Employee Relations may add
164 other appointees, based on working relationships the position has with other
165 areas of the college, District or community. If a member is unable to participate
166 in all meetings or continue through the process, the committee may proceed
167 with fewer members. New members may not be added to the process once it
168 begins.

169 3. In both 1. And 2. Above, at least one member of the committee must be from
170 the department or area in which the position is assigned.

171 4. Each Screening Committee will also include an Equal Employment Opportunity
172 representative designated by the Office of Human Resources Department. The

173 representative shall serve to maintain confidentiality and ensure the hiring
174 process remains fair and equitable.

175 —
176 —
177 5. ~~4. All Each s~~Screening ~~c~~Committee members must receive annual training on
178 equal opportunity, diversity, and the employment process for each ~~St~~ype of
179 hiring process (educational administrator, faculty, classified/confidential, or
180 non-academic administrator. ~~creening~~ Committee on which they serve. Such
181 training will be provided by the ~~Office of~~ Human Resources Department.

182 6. The administrator requesting the position recruitment is responsible for
183 contacting the various organizations and securing members for the screening
184 committee. The list shall be submitted to the Vice Chancellor for Human
185 Resources and Employee Relations for approval, to ensure there is a broad
186 representation on the committee.

187 7. At the first meeting of the screening committee, the members will:
188 a. Elect a chair (may not be the position supervisor)
189 b. Be asked to sign a confidentiality agreement
190 c. Acknowledge the requirement to fill out evaluation forms and rankings
191 for the candidates.
192 d. Develop job-related interview questions
193 e. Decide if video conferencing is an acceptable method for interviews
194 (must be offered to all candidates regardless of location)
195 f. Determine the candidates for interview and the schedule to
196 accommodate those interviews
197 g. Provide a job-related reason for NOT selecting candidates for interview
198 (cannot be a general statement relative to those selected)
199 h. Provide written justification for selecting fewer than three (3) candidates
200 for interview.

201 8. The Vice Chancellor for Human Resources and Employee Relations will review
202 the questions, candidate selections, reasons for non-selection, and any
203 justifications or notations from the committee. He/she will authorize the
204 designated Human Resources staff member to proceed with the interview
205 phase or may contact the chair of the committee to determine additional
206 considerations for the screening committee.

207 9. The designated Human Resources staff member will contact the candidates to
208 be interviewed and schedule them according to the dates and times provided
209 by the screening committee. Candidates will be asked if they require any
210 disability accommodation and the Human Resources staff member will handle
211 that request. If the committee has decided to offer video conferencing for the
212 interview, the staff member will offer that option to each candidate.

213 10. Interviews will be conducted by the members of the screening committee. Each
214 candidate will be asked the same questions, in the same way, for a fair and
215 consistent basis in assessing all the interviewees. Committee members shall
216 use rating sheets to assess the candidates' answers.

217 11. The Equal Employment Opportunity representative will ensure all
218 documentation is completed for the interview ratings and recommendation(s).
219 The screening committee will identify strengths and concerns for all candidates
220 advance to the next level of interviews. In addition, a job-related reason for
221 non-selection shall be recorded and provided for those not advancing to the
222 next level.

223 12. Three or more candidates will be recommended for second level interviews.
224 Anything less than three recommended candidates will require written
225 justification signed by all members of the screening committee. The Vice
226 Chancellor of Human Resources and Employee Relations shall determine
227 whether to reopen the search, request further considerations by the committee,
228 or pursue some other course of action.

229
230 ~~5. The majority of the members shall be those with applicable knowledge in~~
231 ~~the job category or classification with at least one member being directly~~
232 ~~from the affected department.~~

233
234 ~~6. Every Screening Committee shall have at least one management~~
235 ~~member and one California Schools Employee Association (CSEA)~~
236 ~~appointee and when appropriate, an appointee from the Academic Senate.~~

237
238 ~~7. The administrator of the vacant position will appoint the remaining~~
239 ~~members of the Screening Committee. **Each Screening Committee will also**~~
240 ~~**include an Equal Employment Opportunity representative designated by the**~~
241 ~~**Office of Human Resources.**~~

242
243 ~~8. The Equal Employment Opportunity representative's role and~~
244 ~~responsibility is to maintain confidentiality and ensure the hiring process~~
245 ~~remains fair and equitable.~~

246
247 ~~9. Every effort must be made to incorporate broad representation on every~~
248 ~~Screening Committee to bring a variety of perspectives to the screening~~
249 ~~process.~~

250
251 ~~10. The appropriate administrator of the vacant position submits the~~
252 ~~membership of the Screening Committee to the Office of Human Resources~~
253 ~~for approval.~~

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255 G. Interview Process

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~~1. In cases where fewer than three (3) candidates are invited for interview, the Screening Committee Chair shall provide written justification to the Office of Human Resources.~~

~~2. The screening Committee develops job related interview questions. All questions will be reviewed by the Vice Chancellor of Human Resources & Employee Relations or designee. All Interview questions are confidential.~~

~~3. The Screening Committee will determine the candidates, date, and time to interview.~~

~~4. The Office of Human Resources will contact the candidates to be interviewed. The appropriate administrator will coordinate with the Office of Human Resources the arrangements for the time and place of the interview.~~

~~5. The interview will be conducted by the members of the Screening Committee. Each candidate will be asked the same questions, in the same way, for a fair and consistent basis in assessing all the interviewees.~~

~~6. All Screening Committee members must sign a confidentiality statement prior to the interviews and are required to fill out an evaluation form and rank all interviewees.~~

~~7. If a Screening Committee member is absent from any part of the interview process, that member is disqualified from any future participation unless otherwise determined by the Vice Chancellor of Human Resources & Employee Relations.~~

~~8. After the 1st level interviews are concluded, each member of the Screening Committee will evaluate the qualifications of the interviewees. The EEO representative will be responsible for all documentation of the interview and recommendation. The Screening Committee will identify strengths and concerns of all candidates advancing to 2nd level interviews.~~

~~9. The supervisor may participate on the 1st level interviews on recommendation of the appropriate administrator. In unique situations where the only representative of the affected department is the supervisor, the Office of Human Resources will assess the particular circumstance.~~

~~10. The Screening Committee will recommend at least three (3) candidates to the appropriate administrator for 2nd level interviews. The Screening Committee shall recommend no less than three (3), unless fewer were interviewed or unless the Screening Committee Chair presents written justification for submitting fewer than three (3) for 2nd level interview.~~

302 ~~11. Second level interviews will be convened for all finalists by the~~
303 ~~appropriate administrator or designee.~~

304
305
306 ~~12. The Office of Human Resources will contact the finalists to be~~
307 ~~interviewed at 2nd level and communicate the arrangements for the time~~
308 ~~and place for the interview, as determined by the appropriate administrator~~
309 ~~or designee.~~

310 311 H. Selection Process

312
313 ~~The appropriate administrator and designee shall select one of the finalists, who~~
314 ~~is best qualified to fill the position and shall recommend such person to the~~
315 ~~Chancellor.~~

316
317 ~~The appropriate administrator will submit an online notification to the Office of~~
318 ~~Human Resources to forward the screening to the Board of Trustees for approval.~~

319 320 I. Reference Check

321
322 ~~Upon receipt of the selected candidate, the Office of Human Resources or the~~
323 ~~College President will conduct reference check in accordance with the policies and~~
324 ~~principles of Equal Employment Opportunity.~~

325
326 ~~The Office of Human Resources will contact the successful candidate to make a~~
327 ~~provisional offer of employment, contingent upon passing the Department of Justice~~
328 ~~clearance, pre-employment physical, and Board of Trustee approval.~~

329
330 1. Once the successful candidate has accepted the offer, the Office of Human
331 Resources will notify the unsuccessful candidates in writing of non-
332 selection. Second level interview arrangements shall be made by the administrator
333 requesting the position. Arrangements shall include time/place for interviews and
334 inviting those who may assist in the second level interview, (which may include the
335 direct supervisor, someone above the position in the hierarchy, and/or other
336 appropriate advisors).

337 2. The designated Human Resources staff member will contact the finalists for
338 second level interviews and communicate the arrangements for the time/place,
339 panel members, and any additional information they may need for the
340 appointment. Finalists will be advised that if they must travel more than 100 miles,
341 they may be reimbursed for travel expenses, in accordance with the provisions of
342 the Employee Travel Policy. Mileage will be determined by Mapquest. A District
343 travel calim must be submitted after travel is complete.

344 3. After the second level interviews have been completed, the administrator
345 will recommend a finalist for the College President or Chancellor to consider. An
346 online notification shall be forwarded to the designated Human Resources staff
347 member.

348 4. For college-based positions, the President shall arrange for reference
349 checks, final interview, and any additional information he/she may need to
350 substantiate an offer of employment. For District positions, the Human Resources
351 Department shall conduct reference checks, schedule a final interview, and secure
352 additional information for the Chancellor.

353 5. Upon completion of reference checking, the President and/or Chancellor
354 shall approve the selection and authorize a provisional offer of employment.

355 6. The designated Human Resources staff member will contact the successful
356 candidate to make the provisional offer of employment, contingent upon passing a
357 Department of Justice background check, a tuberculosis skin test, employment
358 eligibility verification (I-9), completing a loyalty oath, and getting Governing Board
359 approval.

360 7. If the candidate accepts the provisional offer, Human Resources will
361 schedule Governing Board approval consideration and will notify the unsuccessful
362 candidates in writing at the appropriate time.

363
364 **EMPLOYMENT REQUIREMENTS**

365
366 ~~All employees will be~~ Educational administrators with a provisional offer are required to
367 comply with all federal, state, and local requirements for employment.

368
369 A. Fingerprints (**NOTE:** See AP 7337 titled *Fingerprinting*)

370
371 ~~1. All managers shall be required to provide fingerprint cards at the time of~~
372 ~~hire. The cost of the fingerprinting shall be borne by the employee.~~

373
374 ~~1. 2. Substitute and temporary employees employed for less than a school~~
375 ~~year are exempted from the provisions of this policy. Successful Department of~~
376 ~~Justice background check. See Administrative Procedure 7337 Fingerprinting.~~

377 2. Free from tuberculosis. See Administrative Procedure 7336 Certification of
378 Freedom from Tuberculosis.

379 3. Sign loyalty oath of allegiance.

380 4. Complete and verified employment eligibility verification (I-9). See
381 Administrative Procedure 7125 Verification of Eligibility for Employment.

382
383 **CONDITIONS OF EMPLOYMENT**

- 385 1. Professional growth opportunities shall follow Administrative Procedure 7160
386 Professional Development.
387 2. Leaves of absence shall follow Administrative Procedure 7340 Leaves
388 3. Health and welfare benefits shall be afforded in accordance with Administrative
389 Procedure 7381 Health and Welfare Benefits

390 HOURLY TEACHING

391 Educational administrators may teach one class per semester at the current hourly
392 pay rate, subject to approval of the immediate supervisor and the college president.
393 Any class taught for hourly pay shall be outside the administrator's normal working
394 hours.
395

396
397
398
399 ~~B. Examination for Tuberculosis (**NOTE:** See AP 7336 titled Certification of~~
400 ~~Freedom from Tuberculosis)~~

401 402 1. New Employees:

403
404 ~~All management employees of the District must file with the District a~~
405 ~~certificate of evidence showing the employee was examined and found free~~
406 ~~from active tuberculosis. This evidence must be filed prior to the date of the~~
407 ~~original employment. An intradermal tuberculin test is provided free of~~
408 ~~charge at each college Health Services Office. Any charge for an exam by~~
409 ~~an outside agency will be borne by the employee.~~
410

411 2. Renewals:

412
413 ~~a. Thereafter, all employees shall be required to undergo an X-ray of~~
414 ~~the lungs or an approved intradermal tuberculin test that, if positive,~~
415 ~~shall be followed by an X-ray of the lungs every four years.~~
416 ~~Intradermal tests are available as described above.~~
417

418 ~~b. Notice of renewal requirements shall be the responsibility of the~~
419 ~~District Personnel Office and will be mailed to the home 45 days prior~~
420 ~~to the expiration date.~~
421

422 ~~c. Adequate release time from the employee's workstation will be~~
423 ~~allowed to comply with this requirement.~~
424

425 ~~d. Failure to comply may result in immediate suspension without pay~~
426 ~~until such time as the employee undergoes such an examination and~~
427 ~~presents evidence thereof to school officials.~~
428

429 e. Requests for exemptions for religion or other reasons will not be
430 approved.

431
432 ~~C. Loyalty Oath~~

433
434 All management personnel will be required to sign the legally prescribed oath of
435 allegiance upon employment with the District.

436
437 ~~D. Employment Eligibility Verification I-9 (**NOTE:** See AP 7125 titled Verification~~
438 ~~of Eligibility for Employment)~~

439
440 All new employees are required to satisfy the requirements of the Employment
441 Eligibility Verification Form I-9.

442
443 ~~E. Scheduling of Interviews~~

444
445 Applicants who are invited for an initial interview and who live more than 200 miles
446 away will be scheduled for an interview with the college president or chancellor, if
447 possible, in addition to the committee interview on the same day as the initial
448 interview.

449
450 Finalists who are invited for a second interview and live more than 200 miles away
451 will be reimbursed for actual travel and meal expenses incurred as set forth in the
452 Employee Travel Policy.

453
454 **HOURS OF EMPLOYMENT**

455
456 A. The workweek for all management personnel shall be a minimum of forty (40)
457 hours.

458
459 B. No overtime or compensatory time off will be granted for overtime necessary in
460 the performance of management duties.

461
462 **PROFESSIONAL GROWTH (**NOTE:** See BP/AP 7160 titled Professional Development)**

463
464 A. Management personnel on the management salary schedule shall be eligible
465 for tuition cost reimbursement from an accredited institution.

466
467 B. Reimbursement will only be given for courses completed with a grade of "C" or
468 better, "credit", or equivalent grade, which pertains to their management position.

469
470 C. Such reimbursement shall not exceed costs of 18 semester units of course work
471 per year.

472
473 D. Reimbursement shall not be allowed for courses carrying zero units.
474

475 ~~E. No tuition cost paid by the District is to exceed 80% of a per unit basis cost of~~
476 ~~similar course work at the University of California.~~

477
478 ~~F. All courses/programs for which a manager seeks tuition reimbursement must~~
479 ~~have prior approval of the Chancellor and the Board.~~

480
481 **VACATIONS**

482
483 ~~A. Management employees earn vacation at the rate of 1.91 days per month for~~
484 ~~each complete month of service. In determining vacation accrued at the end of any~~
485 ~~calendar month, the product of 1.91 X months worked shall be rounded to the~~
486 ~~nearest whole number.~~

487
488 ~~B. All vacation computation is based on a fiscal year of July 1 to June 30.~~

489
490 ~~C. New employees with an employment date other than the first working day of the~~
491 ~~month shall not start accruing vacation until the first working day of the following~~
492 ~~month of employment.~~

493
494 ~~D. Each July all management employees shall be notified by the Payroll~~
495 ~~Department of their June 30 accrued vacation credits. Management employees~~
496 ~~can accrue vacation credits up to 46 days. Once vacation credits reach the~~
497 ~~maximum accrual level no more vacation credits will be earned.~~

498
499 ~~E. Vacations will be set at the convenience of both the employee and the District,~~
500 ~~and are subject to the approval of the manager to whom he/she is responsible,~~
501 ~~and the Campus President or Chancellor, as appropriate.~~

502
503 ~~F. Upon leaving the employment of the District, a management employee shall be~~
504 ~~entitled to lump sum compensation for earned and unused vacation at his/her~~
505 ~~current salary. Payment shall be made up to the accrued number of vacation days~~
506 ~~not to exceed forty-six (46) days.~~

507
508 **LEAVES OF ABSENCE (NOTE: See AP 7340)**

509
510 ~~A. Professional Growth – A leave of absence for professional growth and study~~
511 ~~shall be provided for managers. Such leave shall be for a period of two months at~~
512 ~~full pay.~~

513
514 ~~1. Managers must have completed six years of service with the District, two~~
515 ~~of which must have been in a management position.~~

516
517 ~~2. Such leave will be at the convenience of the District and is subject to~~
518 ~~approval by the Board upon recommendation by the Chancellor.~~

519
520 ~~3. Application~~

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~~a. An application for professional growth leave shall be submitted for approval by February 1st of the year proceeding the fiscal year in which the leave is to be taken. Approval or denial shall be made prior to June 1st of the same year.~~

~~b. Employees who meet the eligibility requirements will make application to the Chancellor after having secured the endorsement of their immediate supervisor and the college president when applicable.~~

~~c. Applications will be evaluated on the following factors:~~

~~(1) Purpose of the leave~~

~~(2) Value to the District~~

~~(3) Convenience to the District~~

~~d. If the number of applications exceeds the allowable leaves (see below), resolution and selection will be based on the following:~~

~~(1) Length of service with the District~~

~~(2) Length of time since last leave~~

4. Conditions

~~a. Managers/administrators are not eligible for faculty sabbatical leaves.~~

~~b. Granting of a professional growth leave shall not adversely affect the implementation of the faculty sabbatical leave policy.~~

~~c. Acceptance of a leave under this policy removes the recipient from the eligibility list for a period of at least an additional six years.~~

~~d. Not more than three managers from SBVC, one from CHC, and one from Central Services shall be granted leave in any one fiscal year. No more than three managers from the entire District shall be on leave at the same time.~~

~~e. For the purpose of this procedure, administrative management groups are defined as follows:~~

~~(1) Central Services~~

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~~(2) College--Instruction, Student Services~~

~~f. Leaves granted in each administrative/management group listed in above shall be limited to the number of persons that may be on leave at one time as follows:~~

~~(1) Groups with three managers or less--1~~

~~(2) Groups with four through seven managers--2~~

~~(3) Groups with over seven managers--3~~

~~g. The president of either campus shall not be on professional growth leave at the same time as the manager responsible for instructional administration.~~

~~h. Duties of the manager(s) on leave are to be assumed and performed by other members of management for the period of the leave at no additional cost to the District when possible.~~

B. Sick Leave

~~1. Every full-time, 12-month management employee employed 5 days a week shall be entitled to 12 days leave of absence for illness and injury per year.~~

~~2. A management employee, employed 5 days a week, who is employed for less than a full fiscal year, is entitled to that proportion of 12 days leave of absence for illness or injury as the number of months he/she is employed bears to 12.~~

~~3. A management employee, employed less than 5 days per week, shall be entitled for a fiscal year of service to that proportion of 12 days leave of absence for illness or injury as the number of days he/she is employed per week bears to 5. When such person is employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which he/she is entitled.~~

~~4. Pay for any days of such absence shall be the same as the pay that would have been received had the employee served during the day.~~

~~5. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year.~~

613 ~~6. If an employee does not take the full amount of leave allowed in any year~~
614 ~~under this policy, the amount not taken shall be accumulated from year to~~
615 ~~year.~~

616
617 ~~7. The Board may require proof of illness or injury for the purposes of this~~
618 ~~policy.~~

619 ~~C. Maternity Leave~~

620
621
622 ~~1. A manager may use sick leave for absences necessitated by pregnancy,~~
623 ~~miscarriage, childbirth, and recovery therefrom. The length of absence,~~
624 ~~including the date on which the leave shall commence and the date on~~
625 ~~which the employee shall resume duties, shall be determined by the~~
626 ~~employee and the employee's physician.~~

627
628 ~~2. Disabilities caused or contributed to by pregnancy, miscarriage,~~
629 ~~childbirth, and recovery therefrom are, for all job-related purposes,~~
630 ~~temporary disabilities, and shall be treated as such under any health or~~
631 ~~temporary disability insurance or sick leave.~~

632
633 ~~3. This provision shall be construed as requiring the District to grant leave~~
634 ~~with pay only when it is necessary to do so in order that leaves of absence~~
635 ~~for disabilities caused or contributed to by pregnancy, miscarriage, or~~
636 ~~childbirth be treated the same as leaves for illness, injury, or disability.~~

637 ~~D. Bereavement Leave~~

638
639
640 ~~1. Every person employed in a management position is entitled to a paid~~
641 ~~leave of absence, not to exceed 3 days, or 5 days if travel out-of-state or a~~
642 ~~round trip of over 500 miles is required, on account of the death of any~~
643 ~~member of his/her immediate family.~~

644
645 ~~2. Member of the immediate family means the mother, father, grandparent~~
646 ~~or a grandchild of the employee or the spouse of the employee, and the~~
647 ~~spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law~~
648 ~~or sister, sister-in-law of the employee, or any relative living in the~~
649 ~~immediate household of the employee.~~

650 ~~E. Personal Necessity Leave~~

651
652
653 ~~1. Any days of leave of absence for illness or injury allowed pursuant to the~~
654 ~~District sick leave policy may be used by the employee at his/her election in~~
655 ~~cases of personal necessity.~~

657 ~~2. Request for such personal necessity leave shall be submitted to the~~
658 ~~Chancellor or designee prior to the absence, explaining the specific nature~~
659 ~~of the personal emergency.~~

661 ~~3. The employee shall not be required to secure advance permission for~~
662 ~~leave taken for any of the following reasons:~~

663
664 ~~a. Death or serious illness of a member of his/her immediate family.~~

665
666 ~~b. Accident, involving his/her person or property, or the person or~~
667 ~~property of a member of his/her immediate family.~~

668
669 ~~F. Industrial Accident and Illness Leave~~

670
671 ~~1. Employees must have served in the District a minimum of 9 months.~~

672
673 ~~2. Industrial accident or illness leave of absence shall not exceed 60 days~~
674 ~~in any one fiscal year for the same accident or illness.~~

675
676 ~~3. Allowable leave shall not accumulate from year to year.~~

677
678 ~~4. Industrial accident or illness leave shall commence on the first day of~~
679 ~~absence.~~

680
681 ~~5. During any paid leave of absence, the employee shall endorse to the~~
682 ~~District the temporary disability indemnity checks received on account of~~
683 ~~his/her industrial accident or illness.~~

684
685 ~~6. When an accident or illness overlaps in the next fiscal year, the employee~~
686 ~~is entitled only to the balance of the 60 days not used.~~

687
688 ~~7. At such time that the employee has used his/her full entitlement of 60~~
689 ~~days industrial leave, he/she may use his/her accumulated sick leave. Sick~~
690 ~~leave will be used at a rate equal to the pay received from the District less~~
691 ~~any contribution from Worker's Compensation.~~

692
693 ~~8. Evidence must support the fact that the illness or accident arose out of~~
694 ~~employment. The Board of Trustees may require a physician's report on~~
695 ~~probable cause.~~

696
697 ~~9. Management employees shall submit information regarding the nature~~
698 ~~and causes of all absences in order that adequate personnel records may~~
699 ~~be maintained.~~

700
701 ~~G. Military Leave~~

703 ~~Permanent employees or probationary employees whose combined District~~
704 ~~service and military service total one full year shall be entitled to full pay for the~~
705 ~~first 30 calendar days of absence for reserve training in any one fiscal year. Such~~
706 ~~leave must be verified by a copy of the military orders requiring military pay.~~

707 708 ~~H. Jury Duty Leave~~

709
710 ~~When a management employee is absent because of a mandatory court~~
711 ~~appearance as a juror, said employee shall suffer no monetary loss by reason of~~
712 ~~said service. Such employee shall receive his/ her regular salary (upon receipt by~~
713 ~~the District of a valid jury duty verification), but shall reimburse to the District jury~~
714 ~~duty payment received from the court, excluding reimbursement for mileage.~~

715 716 ~~I. Unpaid Leave~~

717
718 ~~An unpaid leave of absence may be granted by the Board upon the~~
719 ~~recommendation of the Chancellor subject to the following provisions:~~

720
721 ~~1. A request for leave that clearly articulates the terms and conditions~~
722 ~~requested must be submitted to the immediate supervisor. The supervisor~~
723 ~~will act upon the request and, in the case of a favorable response, will~~
724 ~~forward the request through the appropriate channels. If the immediate~~
725 ~~supervisor opposes the leave, he/she shall notify the applicant within 15~~
726 ~~working days of the date of submission. Applicants who are denied leave~~
727 ~~have the right to appeal through the usual organizational channels.~~

728
729 ~~2. No more than one full-year of unpaid leave will be granted to an~~
730 ~~employee, and such leave shall not extend beyond one year.~~

731
732 ~~3. No unpaid leave will be granted to an employee who takes a position with~~
733 ~~another organization which by its nature is considered to be permanent and~~
734 ~~continuing.~~

735
736 ~~4. An individual on unpaid leave retains the right to District employment at~~
737 ~~the end of the leave but does not retain the right to return to the specific~~
738 ~~position vacated.~~

739
740 ~~5. A notice of intent to return must be filed in writing with the District~~
741 ~~Personnel Office three months prior to the anticipated date of return.~~

742
743 ~~6. An unpaid leave will be treated as a "break" in service. An individual on~~
744 ~~unpaid leave will not receive advancement credit on any salary schedule,~~
745 ~~will not be credited with sick days or vacation days, and will not receive~~
746 ~~retirement credit while on leave.~~

748 ~~7. An individual on unpaid leave may purchase continued coverage under~~
749 ~~District health, dental, and life insurance plans.~~

750
751 ~~J. Family Care Leave~~

752
753 ~~1. An employee with more than one year of continuous service with the~~
754 ~~District who is eligible for other leave benefits shall be granted upon request~~
755 ~~an unpaid family care leave up to a total of four months in any twenty-four~~
756 ~~month period pursuant to the requirements of this policy.~~

757
758 ~~a. For purposes of this policy, the term "family care leave" means~~
759 ~~either:~~

760
761 ~~(1) Leave for reason of the birth of a child of the employee,~~
762 ~~the placement of a child with an employee in connection with~~
763 ~~the adoption of the child by the employee, or the serious~~
764 ~~illness of a child of the employee; or~~

765
766 ~~(2) Leave to care for a parent or spouse who has a serious~~
767 ~~health condition.~~

768
769 ~~2. An unpaid family care leave granted pursuant to this policy shall be in~~
770 ~~addition to any other leave pursuant to the Government Code, except that~~
771 ~~an unpaid family care leave used in conjunction with a pregnancy leave of~~
772 ~~four months or more may be limited by the District within its discretion to~~
773 ~~one month.~~

774
775 ~~3. An unpaid family care leave shall be treated as any other unpaid leave.~~
776 ~~During an unpaid family care leave, an employee shall retain employee~~
777 ~~status with the District, and such leave shall not constitute a break in~~
778 ~~service. An employee returning from an unpaid family care leave shall have~~
779 ~~no less seniority than when the leave commenced.~~

780
781 ~~4. If an employee's need for an unpaid family care leave is foreseeable, the~~
782 ~~employee shall provide the District with reasonable advance notice of the~~
783 ~~need for such leave. If the employee's need for such leave is foreseeable~~
784 ~~due to a planned medical treatment or supervision, the employee shall~~
785 ~~make a reasonable effort to schedule the treatment or supervision to avoid~~
786 ~~disruption to the operations of the District.~~

787
788 ~~5. The District requires that an employee's request for an unpaid family care~~
789 ~~leave for the purposes of caring for a child, spouse or parent who has a~~
790 ~~serious health condition be supported by a written certification issued by the~~
791 ~~health care provider of the individual family member requiring care. This~~
792 ~~written certification must include:~~

- 794 a. The date on which the serious health condition commenced;
795
796 b. The probable duration of the condition;
797
798 c. An estimate of the amount of time the health care provider believes
799 the employee needs to care for the individual requiring care; and
800
801 d. A statement that the serious health condition warrants the
802 participation of a family member to provide care during a period the
803 treatment or supervision of the individual requiring care.
804
805 e. If additional leave is requested by the employee upon expiration
806 of the time estimated by the health care provider, the employee must
807 request such additional leave again supported by a written
808 recertification consistent with the requirements for an initial
809 certification.
810

811 ~~6. Definitions - for purposes of this policy and consistent with current law:~~

- 812
813 a. The term "child" means a biological, adopted, or foster child, a
814 step-child, a legal ward, or a child of an employee standing in loco
815 parentis who is either under eighteen years of age or an adult
816 dependent child.
817
818 b. The term "parent" means biological, foster, or adoptive parent,
819 step-parent, or a legal guardian.
820
821 c. The term "serious health condition" means an illness, injury,
822 impairment, or physical or mental condition which warrants the
823 participation of a family member to provide care during a period of
824 the treatment or supervision, and involves either of the following:
825
826 (1) Inpatient care in a hospital, hospice, or residential health
827 care facility; or
828
829 (2) Continuing treatment or continuing supervision by a health
830 care provider.
831
832 d. The term "health care provider" means an individual holding either
833 a physician's and surgeon's certificate issued pursuant to applicable
834 law, or an osteopathic physician's and surgeon's certificate issued
835 pursuant to applicable law.
836

837 ~~7. The District within its discretion may allow an employee upon written~~
838 ~~request to utilize accumulated illness and accident leave for the purpose of~~
839 ~~family care leave.~~

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~~8. An employee taking unpaid family care leave pursuant to this policy shall continue to be entitled to participate in health plans and other benefits to the same extent and under the same conditions as apply to other unpaid leaves of absence.~~

~~9. The District may refuse to grant an employee's request for unpaid family care leave under this policy even though all requirements of this policy have been satisfied if:~~

- ~~a. The refusal is necessary to prevent undue hardship to the operations of the District;~~
- ~~b. The employee and the other parent would receive unpaid family care leave exceeding four months in any twenty-four hour period; or~~
- ~~c. The other parent is also taking family care leave at the same time or is unemployed.~~

~~10. Any employee returning from an unpaid family care leave shall be assigned to the same or comparable position. For purposes of this policy and consistent with current law, the term "same or comparable position" means a position that has the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave.~~

~~11. This policy shall not be construed to entitle the employee to receive disability benefits as provided in the Labor Code.~~

HEALTH AND WELFARE BENEFITS (NOTE: See AP 7381 Health & Welfare Benefits)

- ~~A. A program of health and welfare benefits shall be provided to all management employees.~~
- ~~B. Hospitalization/Medical - The insurance premium for the Board approved hospitalization/medical plan is paid for the employee, spouse and dependents by the District.~~
- ~~C. Dental - The insurance premium for the Board approved dental plan is paid for the employee, spouse and dependents by the District.~~
- ~~D. Life - The insurance premium for the Board approved life insurance plan is paid for the employee by the District.~~
- ~~E. Health Insurance Continuation After Retirement - Any management employee who opts for early retirement or disability retirement will continue to receive~~

886 ~~hospitalization/medical plan benefits available to certificated employees of the~~
887 ~~District, until age 65, subject to all of the following conditions:~~

888
889 ~~1. Has attained the age of 55 before terminating employment with the~~
890 ~~District or earlier under disability retirement.~~

891
892 ~~2. Has completed a minimum of five years of service with the District~~
893 ~~(disability retirement); has completed a minimum of ten years of service with~~
894 ~~the District (service retirement).~~

895
896 ~~3. Must have been an employee of the District immediately preceding~~
897 ~~retirement status.~~

898
899 ~~4. Must be on retirement with the State Teachers Retirement System or~~
900 ~~Public Employees Retirement System.~~

901
902 **~~OPTIONAL PRE-RETIREMENT REDUCED WORKLOAD PROGRAM~~**

903
904 ~~A. The employee:~~

905
906 ~~1. Must be 55 years of age prior to the reduction of workload under this~~
907 ~~program. The employee must be 55 years of age before the beginning of~~
908 ~~the college year or semester in which the reduction in workload starts.~~

909
910 ~~2. Must have been employed full-time in an academic position for at least~~
911 ~~ten (10) years of which the preceding five (5) years were full-time~~
912 ~~employment. Sabbaticals and other approved leaves do not constitute a~~
913 ~~break in service. Such leave, however, is not used to compute the five (5)~~
914 ~~years full-time service requirement prior to entering the program.~~

915
916 ~~3. Must request that the option be exercised. The plan can only be~~
917 ~~terminated by mutual consent of employee and employer.~~

918
919 ~~4. Must make contributions to the STRS or PERS Retirement System equal~~
920 ~~to the amount required for a full-time (100%) employee. Payment of this~~
921 ~~contribution shall be made in the manner in which contributions are made~~
922 ~~by regular employees.~~

923
924 ~~B. The employer (SBCCD):~~

925
926 ~~1. At its discretion, may approve or disapprove the employee's request. The~~
927 ~~District shall provide the employee with written rationale for its disapproval.~~

928
929 ~~2. Except for the reduction in salary corresponding to the reduced workload,~~
930 ~~will provide the employee the same benefits (including all health, medical,~~
931 ~~insurance plans, etc.) provided a regular full-time (100%) employee.~~

932
933 ~~3. Must agree to make contributions to the STRS or PERS Retirement~~
934 ~~System in accordance with the law.~~

935
936 ~~C. The Plan (Pre-Retirement Option):~~

937
938 ~~1. The option may be exercised for a period not to exceed five (5) years or~~
939 ~~age 65, whichever comes first.~~

940
941 ~~2. The minimum part-time employment under the plan shall be the~~
942 ~~equivalent of one-half of the number of days of service required by the~~
943 ~~employee's contract of employment during the final year of service in a full-~~
944 ~~time (100%) position.~~

945
946 ~~3. By mutual agreement of the employer and the employee, an Optional~~
947 ~~Pre-Retirement Reduced Workload Program may be increased or~~
948 ~~decreased within the code limitations.~~

949
950 ~~4. If an employee works less than a 100% assignment, the amount of sick~~
951 ~~leave earned varies directly to the percent of full-time (100%) employment.~~
952 ~~For example, 50% employment would yield 50% of 10 days or 5 days of full-~~
953 ~~time sick leave, or 10 days of 50% sick leave.~~

954
955 ~~5. An employee on less than full-time (100%) employment who must use~~
956 ~~sick leave will reduce earned sick leave on the same basis as employment.~~

957
958 ~~6. To allow for sufficient time in planning, scheduling and budget~~
959 ~~preparation, the following deadlines shall apply:~~

960
961 ~~a. January 15 - The employee shall notify the employer not later than~~
962 ~~January 15 of intention to exercise the Pre-Retirement Option for the~~
963 ~~ensuing school year.~~

964
965 ~~b. March 15 - Agreement between employer and employee must be~~
966 ~~finalized by March 15 for the ensuing school year.~~

967
968 **~~EARLY RETIREMENT PLAN (NOTE: See AP 7381 Health & Welfare Benefits)~~**

969
970 ~~A. The employee must have been employed in the District on a full-time basis for~~
971 ~~a minimum of ten (10) years.~~

972
973 ~~B. The minimum age for eligibility under this program will be 55.~~

974
975 ~~C. The District may agree to award a consulting contract and the employee must~~
976 ~~retire from the District in accordance with all applicable statutes, rules and~~

977 regulations of the STRS or PERS Retirement System. The District may disapprove
978 any application as long as any disapproval is not arbitrary or capricious.

979
980 ~~D. An employee accepted under this plan can never return as a full-time employee.
981 He/she will be employed as a part-time employee in retired status in accordance
982 with rules and regulations of the STRS or PERS Retirement System. At the
983 termination of this plan, the employee may be employed as a part-time employee
984 on the non-contract hourly rate.~~

985
986 ~~E. The employee may continue certain fringe benefit coverages by assuming
987 responsibility for premiums if accepted by the insurer.~~

988
989 ~~F. Compensation shall be at the appropriate hourly rate, not to exceed the
990 maximum prescribed by law in any one fiscal year.~~

991
992 ~~G. There shall be no maximum or minimum number of applicants accepted under
993 this plan. The applicant can only be certain of eligibility for acceptance after he/she
994 has met with the Chancellor, or someone designated by the Chancellor, to
995 determine whether or not the District will have a need for his/her services. In the
996 event that there are more eligible applicants than the District will be able to use
997 effectively, the principle of seniority will be used as the deciding criterion to
998 determine who will be accepted under this plan.~~

999
1000 ~~H. Employees on disability retirement do not qualify for the plan.~~

1001
1002 ~~I. Deadline for application is March 15.~~

1003
1004 **CELLULAR TELEPHONE USAGE (NOTE: See BP/AP 6450 Wireless or Cellular Phone**
1005 **Use)**

1006
1007 **A. Authorization**

1008 ~~Each college president and each vice chancellor may designate managers to
1009 receive partial reimbursement for the use of a cellular telephone in conducting
1010 District business.~~

1011
1012 **B. Application**

1013 ~~Managers shall make application through the appropriate channel. Approved
1014 applications shall be forwarded from the campus to the Vice Chancellor Fiscal
1015 Affairs for implementation.~~

1016
1017 **C. Reimbursement**

1018 ~~Reimbursement shall be at a rate not to exceed \$50 per month, which shall include
1019 purchase of the telephone, activation, monthly service charges, and air use time—
1020 including long distance calls. While monthly application for reimbursement is not
1021 required, periodic verification of telephone usage may be requested.~~

1023 D. Review

1024 This policy shall receive periodic review to assess the appropriateness of the
1025 reimbursement rate.

1026
1027 **HOURLY TEACHING**

1028 Management personnel may teach one class per semester at the current hourly pay rate,
1029 subject to approval of the immediate supervisor and campus president. Any class taught
1030 for hourly pay shall be outside the manager's normal working hours.

1031
1032 **ADMINISTRATOR RETREAT RIGHTS**

1033
1034 A. An educational administrator hired after June 30, 1990, who does not have
1035 tenure in the District at the time of hire, may be reassigned ~~only~~ to a first-year
1036 probationary faculty position and to such a position only if he or she meets the
1037 following criteria:

1038
1039 1. 1. He/she holds an educational administrative position that is not part of the
1040 classified service.

1041 ~~—, or if he/she holds an administrative position that is part of the classified service,~~
1042 ~~he/she was certified by the Academic Senate as possessing qualifications in a specified~~
1043 ~~discipline or disciplines similar to those expected of a newly hired faculty member in~~
1044 ~~that discipline(s).~~

1045
1046 ~~—~~
1047 2. He/she has served in this district a total of at least two years as a full time faculty
1048 member or administrator. ~~This service must have been satisfactory according to~~
1049 ~~documentation.~~ The requirements of Education Code 87458(c) and (d), or any
1050 successor statute, must be met with respect to prior satisfactory service and reason
1051 for termination of the educational administrator assignment.

1052 2. 3.

1053 ~~—~~ He/she is being reassigned for reasons other than for cause, as defined in the
1054 Education Code.

1055 3.

1056 4. 4. Reassignment shall not result in the lay-off or forced change in the contract
1057 assignment for any contract faculty member.

1058 5. The Academic Senate must certify to the Governing Board that the
1059 administrator meets the minimum qualifications for the Faculty Service Area to
1060 which the incumbent is to be assigned. The Academic Senate will be given an
1061 opportunity to present its views on the reassignment prior to the Board's
1062 decision. A written record of the Board's decision, including the views of the
1063 Academic Senate, shall be available for review.

- 1064 6. Reassignment must be in a Faculty Service Area where sufficient assignments
1065 exist and are held only temporary/hourly faculty or by contract overload.
1066 Likewise, the administrator must provide a statement of interest in the
1067 assignment.
- 1068 7. Unless otherwise specified in the administrator's contract, reassignment to a
1069 faculty position shall be compensated based on placement on the faculty salary
1070 schedule, according to his/her education and experience. Placement shall
1071 include years served as an educational administrator
- 1072 8. Retreat rights are subject to annual review by the joint Academic Senate
1073 Executive Committee along with the Vice Presidents of Instruction from each
1074 college. Such review shall take place no later than 15 April of each year, with
1075 changes proposed as a joint agreement and forwarded through the Vice
1076 Chancellor of Human Resources and Employees Relations and the Chancellor
1077 to the Governing Board for approval.

1078
1079 **PRE-RETIREMENT REDUCED WORKLOAD OPTION**

1080
1081 To apply, the educational administrator must:

- 1082
- 1083 1. Be 55 years of age before the beginning of the college year or semester in
1084 which the reduction in workload is to start.
- 1085 2. Must have been employed in an academic position for at least ten (10) years,
1086 of which the last five years were full time. Sabbaticals and other approved
1087 leaves do not constitute a break in service for this purpose. However, such
1088 leaves shall not be used to compute the last five years of full time service for
1089 this requirement.
- 1090 3. Request the pre-retirement reduced workload, and once approved, may only
1091 terminate the agreement by mutual consent of the administrator and the
1092 District.
- 1093 i. The educational administrator must notify the District in writing, not later
1094 than 15 January for the ensuing school year, of his/her request for the pre-
1095 retirement reduced workload.
- 1096 ii. The District and the administrator must finalize their agreement by 15 March
1097 for the ensuing school year.
- 1098 4. Make contributions to STRS or PERS (retirement systems) equal to the amount
1099 required of a full time (100%) employees.

1100 The District:

- 1101
- 1102 1. May approve or disapprove the educational administrator's request for reduced
1103 workload, but shall provide the administrator a written rationale for disapproval.

- 1104 2. Will provide the administrator the same benefits provided to a regular, full time
1105 administrator, but shall reduce the salary commensurate with the reduced
1106 workload.
1107 3. Will make contributions to STRS or PERS in accordance with the law.

1108 The pre-retirement reduced workload option:

- 1109
1110 1. Is limited to a period not to exceed five (5) years or until the administrator reaches
1111 age 65, whichever comes first.
1112 2. Is limited to no less than one-half the number of service days required by an
1113 educational administrator under a full time contract.
1114 3. May only be increased or decreased by mutual consent of the District and the
1115 educational administrator.
1116 4. Includes a reduction in sick leave and vacation accrual and usage, commensurate with
1117 the reduction in workload.

1118 **EARLY RETIREMENT**

1119
1120 Early retirement will be considered by the Governing Board on an annual basis. See
1121 Administrator Procedure 7381 Health and Welfare Benefits for applicable information on
1122 early retirement.

1123
1124 **PERSONAL CELL-PHONE USAGE**

1125
1126 See Administrative Procedure 6450 Wireless or Cellular Phone Use

1127
1128
1129
1130 ~~B. To determine the discipline to which an administrator shall be assigned, the~~
1131 ~~following shall apply:~~

1132
1133 1. ~~The administrator can be assigned only to a discipline in which he/she~~
1134 ~~meets the minimum qualifications as specified by the Education Code and~~
1135 ~~Title 5. The Academic Senate shall certify to the Governing Board that the~~
1136 ~~administrator meets at least minimum qualifications and/or equivalencies~~
1137 ~~for the discipline(s) in question and shall recommend the discipline(s) to~~
1138 ~~which the administrator should be assigned. The Governing Board shall~~
1139 ~~provide the Academic Senate with an opportunity to present its views to the~~
1140 ~~Board before the Board makes a determination. A written record of the~~
1141 ~~Board's decision, including the view of the Academic Senate, shall be~~
1142 ~~available for review pursuant to Education Code.~~

1143
1144 2. ~~The administrator shall be assigned to a discipline in which he or she has~~
1145 ~~not only the minimum qualifications but also where all of the following apply:~~
1146

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~~a. There are sufficient assignments in the discipline or service area currently held by temporary or hourly faculty or contract overload to make a full-time assignment for an additional faculty member.~~

~~b. The administrator has an interest as indicated by a statement of the administrator's own preference for assignment.~~

~~C. Unless otherwise specified in a personal contract, an administrator reassigned to a faculty position shall be compensated based on placement on the faculty salary schedule according to his/her education and experience. Placement on the faculty salary schedule will include years served as an administrator.~~

~~D. These procedures will be reviewed by the joint Academic Senate Executive Committee and the Vice President of Instruction, SBVC, and the Vice President of Instruction CHC, no later than April 15 of each year. Changes can be proposed by joint agreement and forwarded to the Board for approval.~~

References: Education Code Sections 72411 et seq., 87002(b), and 87457-87460;
Government Code Section 3540.1(g) and (m)

Approved: 5/9/13
Revised: 3/10/16

1168
1169

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey Nikac, Executive Assistant

DATE: February 9, 2017

SUBJECT: Consideration to Reconfirm Board Ad Hoc and Standing Committees

RECOMMENDATION

It is recommended that the Board of Trustees reconfirm its representatives on Standing and Ad Hoc Committees.

Career Technical Education Ad Hoc Committee

- Gloria Harrison
- John Longville
- Anne Viricel

Board & Chancellor Evaluations Ad Hoc Committee

- Gloria Harrison
- John Longville
- Anne Viricel

SBCCD Board & Local K-12 Boards Ad Hoc Committee

- Donald Singer
- Joseph Williams
- Donna Ferracone

Foundations Ad Hoc Committee

- Donna Ferracone
- Joseph Williams
- Gloria Harrison

Policy & Procedures Standing Committee (meets quarterly)

- Donna Ferracone
- Donald Singer

- Gloria Harrison

Budget Standing Committee (meets monthly)

- Donna Ferracone
- Joseph Williams
- Gloria Harrison

Student Success Standing Committee (meets monthly)

- Donna Ferracone
- Joseph Williams
- John Longville

OVERVIEW

Since the December 8, 2016 Board meeting, the Board has developed additional Ad Hoc committees and some Ad Hoc committees have become standing committees.

Committees are needed to improve the efficiency of the board. Board Ad Hoc Committees will meet on an as needed basis for the 2017-18 calendar year. Standing Committees will meet on a regular basis for the 2017-18 calendar year.

BOARD IMPERATIVES

- I. Institutional Effectiveness
- II. Learning Centered Institution for Student Access, Retention and Success
- III. Resource Management for Efficiency, Effectiveness and Excellence
- IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

No impact to the budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey Nikac, Executive Assistant

DATE: February 9, 2017

SUBJECT: Consideration of Approval of Revised 2017 Board Meeting Calendar

RECOMMENDATION

It is recommended that the Board of Trustees approve the revised 2017 Board Meeting Calendar.

ANALYSIS

On January 19, 2017, the Board requested a revised Board meeting calendar to include additional time for study/training sessions as well as scheduling standing committees on the same days the board is already scheduled to meet.

BOARD IMPERATIVE

- I. Institutional Effectiveness
- II. Learning Centered Institution for Student Access, Retention, and Success
- III. Resource Management for Efficiency, Effectiveness, and Excellence
- IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

No impact to the budget.

Date	Time	Meeting Type	Topic/Presentation	Contact
Thursday, February 23, 2017	12:00-2:00	Study Session	Flex Calendar	
Thursday, March 09, 2017 at SBVC Business Conference Room	8:00-9:30	Standing Committee Meeting	Student Success	
Thursday, March 09, 2017 at SBVC Business Conference Room	10:00-3:00	Board Training	Tentative 1/2 day Crisis Communications Training	Angel Rodriguez to confirm with presenters
Thursday, March 09, 2017 at SBVC Business Conference Room	4:00-7:00	Business Meeting	Report: Presentation to SBCCD for Environmental Excellence Award from Ceneroistics	
Thursday, March 23, 2017	8-9:30	Standing Committee Meeting	TBD	
Thursday, March 23, 2017	10-11:30	Standing Committee Meeting	Policy & Procedures (quarterly)	
Thursday, March 23, 2017	12:00-2:00	Study Session	Planning Presentation as described in the District Strategic Planning Process - Focus on development of Board Annual Objectives	
Thursday, April 13, 2017 at CHC LRC Bldg. 2nd Floor	8:00-9:30	Standing Committee Meeting	Student Success Meetings	
Thursday, April 13, 2017 at CHC LRC Bldg. 2nd Floor	10:00-12:00	Standing Committee Meeting	Budget Committee	
Thursday, April 13, 2017 at CHC LRC Bldg. 2nd Floor	1:00-3:00	Board Training	Tentative Crafton Village Update	Bruce to confirm
Thursday, April 13, 2017 at CHC LRC Bldg. 2nd Floor	4:00-7:00	Business Meeting	Chancellor provides Board Goals Quarterly Update	
Thursday, April 27, 2017	12:00-2:00	Study Session	KVCR Presentation	
Thursday, May 11, 2017	8:00-9:30	Standing Committee Meeting	Student Success Meetings	
Thursday, May 11, 2017	10:00-12:00	Standing Committee Meeting	Budget Committee	

Date	Time	Meeting Type	Topic/Presentation	Contact
Thursday, May 11, 2017	1:00-3:00	Board Training	Tentative 10+1 Workshop	Glen Kuck to confirm
Thursday, May 11, 2017	4:00-7:00	Business Meeting		
Wednesday, May 24, 2017	12:00-2:00	Study Session	Preliminary Budget Presentation (no formal action; presentation material unavailable until after Governor's May revise)	
Tuesday, May 30, 2017	8:30-4:00	Board Retreat	Board Self-Evaluation	
Wednesday, May 31, 2017	8:30-4:00	Board Retreat	Board Goals	
Thursday, June 08, 2017	8:00-9:30	Standing Committee Meeting	Student Success Meetings	
Thursday, June 08, 2017	10:00-12:00	Standing Committee Meeting	Budget Committee	
Thursday, June 08, 2017	1:00-3:00	Board Training	Tentative Strong Workforce	
Thursday, June 08, 2017	4:00-7:00	Business Meeting	Presentation: CBOC	
Thursday, June 22, 2017	8-9:30	Standing Committee Meeting	TBD	
Thursday, June 22, 2017	10-11:30	Standing Committee Meeting	Policy & Procedures (quarterly)	
Thursday, June 22, 2017	12:00-2:00	Study Session	Planning Presentation as described in the District Strategic Planning Process - Focus on development of Board Annual Objectives	
Thursday, July 13, 2017	8:00-9:30	Standing Committee Meeting	Student Success Meetings	
Thursday, July 13, 2017	10:00-12:00	Standing Committee Meeting	Budget Committee	
Thursday, July 13, 2017	1:00-3:00	Board Training		

Date	Time	Meeting Type	Topic/Presentation	Contact
Thursday, July 13, 2017	4:00-7:00	Business Meeting	Chancellor provides Board Goals Quarterly Update	
Thursday, July 27, 2017	12:00-2:00	Study Session	Student Scorecard Presentation	
Thursday, August 10, 2017	8:00-9:30	Standing Committee Meeting	Student Success Meetings	
Thursday, August 10, 2017	10:00-12:00	Standing Committee Meeting	Budget Committee	
Thursday, August 10, 2017	1:00-3:00	Board Training		
Thursday, August 10, 2017	4:00-7:00	Business Meeting		
Thursday, August 31, 2017	12:00-2:00	Study Session	Review Final Budget (no formal action; material available after late July/early August ACBO Budget workshop)	
Thursday, September 14, 2017	8:00-9:30	Standing Committee Meeting	Student Success Meetings	
Thursday, September 14, 2017	10:00-12:00	Standing Committee Meeting	Budget Committee	
Thursday, September 14, 2017	1:00-3:00	Board Training		
Thursday, September 14, 2017	4:00-7:00	Business Meeting		
Thursday, September 21, 2017	8-9:30	Standing Committee Meeting	TBD	
Thursday, September 21, 2017	10-11:30	Standing Committee Meeting	Policy & Procedures (quarterly)	
Thursday, September 21, 2017	12:00-2:00	Study Session	Progress, goals, and objectives for grants district wide	
Thursday, October 12, 2017	8:00-9:30	Standing Committee Meeting	Student Success Meetings	
Thursday, October 12, 2017	10:00-12:00	Standing Committee Meeting	Budget Committee	
Thursday, October 12, 2017	1:00-3:00	Board Training		

Date	Time	Meeting Type	Topic/Presentation	Contact
Thursday, October 12, 2017	4:00-7:00	Business Meeting	Chancellor provides Board Goals Quarterly Update	
Thursday, October 26, 2017	12:00-2:00	Study Session	Planning Presentation as described in the District Strategic Planning Process - Focus on reviewing goals and objectives district wide and progress on these goals	
Thursday, November 09, 2017	8:00-9:30	Standing Committee Meeting	Student Success Meetings	
Thursday, November 09, 2017	10:00-12:00	Standing Committee Meeting	Budget Committee	
Thursday, November 09, 2017	1:00-3:00	Board Training		
Thursday, November 09, 2017	4:00-7:00	Business Meeting	Chancellor provides Board Goals Quarterly Update	
Thursday, November 30, 2017	12:00-2:00	Study Session	Update from campuses on Student Equity Plan	
Thursday, December 14, 2017	8:00-9:30	Standing Committee Meeting	Student Success Meetings	
Thursday, December 14, 2017	10:00-12:00	Standing Committee Meeting	Budget Committee	
Thursday, December 14, 2017	1:00-3:00	Board Training		
Thursday, December 14, 2017	4:00-7:00	Business Meeting		
TRUSTEE CONFERENCES				
February 13-16, 2017 Washington DC		ACCT National Legislative Summit		
March 29-April 1 2017 Honolulu Hawaii		ACCT Governance Leadership Institute		
June 12-14 , 2017 Washington DC		ACCT New & Experienced Trustees Governance Leadership Institute		

Date	Time	Meeting Type	Topic/Presentation	Contact
September 25-28, 2017 Las Vegas, NV		ACCT ACCT Leadership Congress		
November 16–18, 2017 San Jose Fairmont		CCLC Annual Convention		
January 29–30, 2017 Sheraton Grand, Sacramento CA		CCLC Legislative Conference		
Lake Tahoe, May 4–7, 2017		CCLC Annual Trustees Conference		

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey Nikac, Executive Assistant

DATE: February 9, 2017

SUBJECT: Applause Cards

RECOMMENDATION

This item is for information only. No action is required.

OVERVIEW

The attached individuals have received special recognition for extending that extra effort in providing quality service and valued assistance.

ANALYSIS

The *Caring Hands* Applause Card was developed so that employees, students, visitors, and vendors have an opportunity to recognize someone at SBCCD who provides outstanding quality and service.

BOARD IMPERATIVE

I. Institutional Effectiveness

FINANCIAL IMPLICATIONS

None.

Caring Hands Applause Cards - February 2017

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
DISTRICT				
Michael	James	Police Department	CSO James went above and beyond service to assist me. I had accidentally locked my keys in my running vehicle at 7 pm at night. James used his own AAA card to help	Becky Dean
Adame	Daniel	KVCR	Thank you for your work in preparing the SBVC video for the 90th Anniversary Gala. The video turned out great and was a very important part of the celebration.	Karen Childers
CHC				
Appleby	Farrah	Transfer Center	For going out of your way to help new students get connected by personally taking them around to meet key personnel and assisting current students to be academically successful by forming and leading student groups.	Mariana Moreno
Chavira	Rejoice	EOPS	Rejoice is awesome. She really cares about the students and it shows in all she does. CHC EOPS/CARE students are lucky to have her.	Frances Southerland-Amsden
Contreras	Cesar	Testing Center	For valuable service in the CHC Test Center.	Frances Southerland-Amsden

Caring Hands Applause Cards - February 2017

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
Dixon	Dennis	Testing Center	For valuable service in the CHC Test Center.	Frances Southerland-Amsden
Dulay	Paige	Respiratory	Paige is awesome. She is very helpful, very kind and a complete joy to work together with for ATI TEAS testing students. She is very eager to learn what procedures are used with other departments and takes the time to listen.	Frances Southerland-Amsden
Grabow	James	Counseling	James goes above and beyond in helping the students. We receive compliments about him from the students and it is well deserved.	Frances Southerland-Amsden
Hayton	Claudia	Financial Aid	She was very helpful.	Naomi
Phillips	Ted	English	Thank you Ted for your advocacy and genuine concern for a fair and equitable workplace environment.	Mariana Moreno
Southerland-Amsden	Frances	Testing Center	My special thanks to Frances and her team for the exceptional care, thoughtfulness and advice she gave my twins in preparing them for college. I especially appreciated her suggestions along with the extra time and effort she gave.	Brian Podolsky
Southerland-Amsden	Frances	Testing Center	Much appreciate the attention to my needs, fulfilling and exceeding all expectations!	Bonnie Corley

Caring Hands Applause Cards - February 2017

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
Southerland-Amsden	Frances	Testing Center	She was so upbeat, helpful, and encouraging while I was at the Test Center. She even remembered our conversation on the phone and approached ME first and called me by my name without asking. 5 stars *****	Matthew Kjorvestad
Southerland-Amsden	Frances	Testing Center	The whole team was very helpful and attentive. They worked through technical errors quickly and efficiently. Very pleasant experience overall.	Sarah McInerney
SBVC				
Chavez	Rosemary	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Corrales	Athena	Nursing	Athena, is made for her job. I was an emotional wreck. She was so kind hearted and sweet. She listened to me, gave me great feedback. She made me feel like I would be okay. I really appreciate her. She is a kind person.	Heather Sedler, Student
Dale-Carter	April	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Dekoekkoek	Laurens	Grounds	Laurens provided swift and excellent customer service when asked to clean up and beautify the area outside of the Parent Education Center.	Chris Hylton

Caring Hands Applause Cards - February 2017

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
Fulgham, III	Abe	Grounds	Abe provided swift and excellent customer service when asked to clean up and beautify the area outside of the Parent Education Center.	Chris Hylton
Gideon	Angelita	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Giles	Keenan	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Gonzalez Reyes	Antonio	Student Success Center, Tutors for Chemistry	I'd like to thank them for all their tireless hours of tutoring in Chemistry. If it wasn't for their efforts, I wouldn't have passed. Thank you to both of them.	Jonathan Waggonner
Gordin	Ron	Grounds	Ron provided swift and excellent customer service when asked to clean up and beautify the area outside of the Parent Education Center.	Chris Hylton
Grishow	Kevin	Maintenance	Kevin worked as part of the team that removed surplus equipment, cleaned, and organized the spare equipment storage for SBVC for better utilization.	Chris Hylton
Guillen	Ernest	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz

Caring Hands Applause Cards - February 2017

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
Hastings	Ronald	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Hosford	Timothy	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Huerta	Cindy	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Juarez	Sylvia	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Laughlin	Larry	Maintenance	Larry worked as part of the team that removed surplus equipment, cleaned, and organized the spare equipment storage for SBVC for better utilization.	Chris Hylton
Lopez	Alma	English	Alma Lopez is my favorite Professor so far at this college. She seeks the improvement and development of each student she teaches. I am glad to have been taught by her, and I plan on taking her for my proceeding English class.	DeVale Haywood, Student

Caring Hands Applause Cards - February 2017

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
Luke	Dr. Craig	Liberal Arts	Great professor, always on time. Terrific attitude. Always willing to help.	Cardell Fulgham, Student
Luke	Dr. Craig	Student Development 102	Dr. Luke is really passionate and cares about the students. His door is always open to everyone and he has demonstrated time and time again that he wants each and every student to be successful with whatever career they choose.	Luis Polanco, Student
Mayne	Michael	Mathematics	Thank you for sharing your knowledge and wisdom with me. I really enjoyed our conversation.	Bruce Baron
Moeung	Botra	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Moody	Amanda	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Nguyen	Joseph	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz

Caring Hands Applause Cards - February 2017

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
Ohigashi	Jerry	Custodial	Jerry is always so kind when he comes into our office. We appreciate his work ethic and the smile he greets us with.	Zalina Kakuska
Okray	Raina	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Plemons	Justine	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Ramirez	Fermin	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Rivera-Reza	Rosemary	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Rodriguez	Oscar	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Rodriguez	Maria Del Carmen	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz

Caring Hands Applause Cards - February 2017

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
Rojas	Cesar	Grounds	Cesar provided swift and excellent customer service when asked to clean up and beautify the area outside of the Parent Education Center.	Chris Hylton
Romo	Maria Silvia	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Shafer	Kris	Maintenance	Kris worked as part of the team that removed surplus equipment, cleaned, and organized the spare equipment storage for SBVC for better utilization.	Chris Hylton
Valdemar	Mary	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz
Vargas	Gino	Maintenance	Gino worked as part of the team that removed surplus equipment, cleaned, and organized the spare equipment storage for SBVC for better utilization.	Chris Hylton
Vivar	Jorge	Maintenance	Jorge worked as part of the team that removed surplus equipment, cleaned, and organized the spare equipment storage for SBVC for better utilization.	Chris Hylton
Williams	Christopher	Student Services	Thank you for assisting with welcoming our students to campus for the spring semester.	Dr. Ricky Shabazz

Caring Hands Applause Cards - February 2017

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
Yarbrough	Kay Dee	Instruction Office	Went out of her way to answer questions and provide resources to help the Economics Department in creating our AAT Program through curricunet at Valley.	Professor JD Dulgeroff

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Lawrence P. Strong, Director of Fiscal Services
DATE: February 9, 2017
SUBJECT: Budget Report

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

The attached Revenue and Expenditure Summary reflects activity for the 2016-17 fiscal year through January 23, 2017. As of that date, SBCCD was 56.7% through the fiscal year and had spent and/or encumbered approximately 51.8% of its budgeted general fund.

ANALYSIS

While revenues and/or expenditures for some funds vary significantly from the percentage of fiscal year elapsed, unless noted below all funds are expected to remain within the 2016-17 budget. The following reasons help explain any sizeable variances occurring in this report.

- Fund 21 Bond Interest and Redemption – Taxes are determined and collected by the County for bond measures; SBCCD does not control this fund.
- Fund 42 Bond Construction – Expenses are at 84.5% due to a \$19.2 million encumbrance which will be spent later in the year.
- Fund 78 Self Insurance-Liability – 79.5% has been spent because annual premiums were paid in July.
- Fund 84 Workers Compensation – Revenues are only at 30.2%, however, an interfund transfer of approximately \$180,000 from the County is expected to post by month end.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

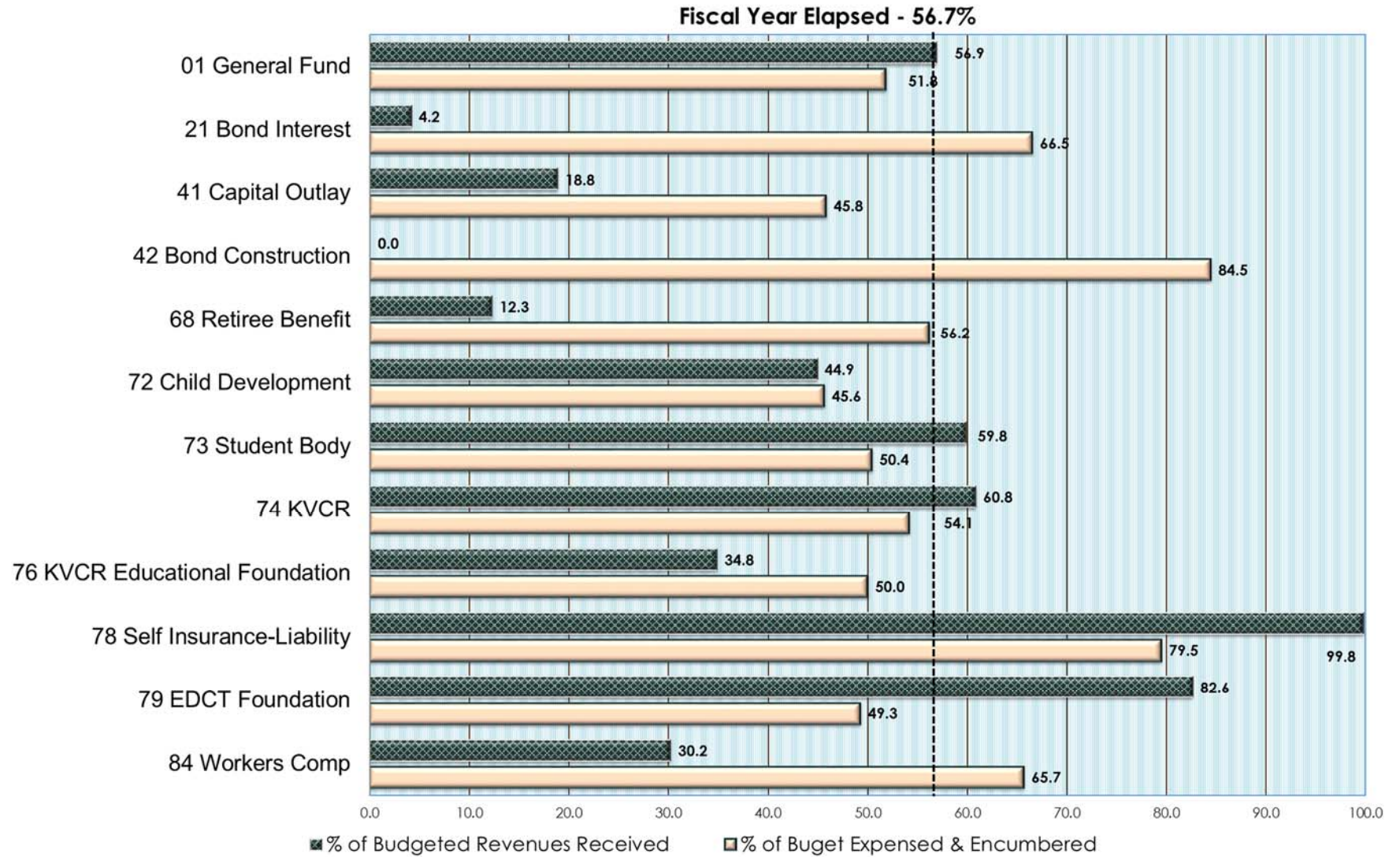
There are no financial implications associated with this board item.



Budget Revenue & Expenditure Summary

Year to Date 1/23/2017
56.7% of Fiscal Year Elapsed

	REVENUES			EXPENDITURES			COMMENTS
	Budget	Received YTD	%	Budget	Expensed/ Encumbered YTD	%	
01 General Fund	\$142,549,528	\$ 81,084,026	56.9%	\$145,212,839	\$ 75,252,279	51.8%	
21 Bond Interest & Redemption	\$ 22,834,910	\$ 952,319	4.2%	\$ 29,982,272	\$ 19,952,987	66.5%	<i>Taxes are determined and collected by the County for bond measures; SBCCD does not control this fund.</i>
41 Capital Outlay Projects	\$ 2,243,251	\$ 422,728	18.8%	\$ 10,981,789	\$ 5,032,712	45.8%	
42 Bond Construction	\$ -	\$ 24,647	n/a	\$ 40,000,000	\$ 33,784,221	84.5%	<i>Encumbered amount is \$19.2 million.</i>
68 Retiree Benefit	\$ 100,000	\$ 12,252	12.3%	\$ 366,500	\$ 205,838	56.2%	
72 Child Development	\$ 2,998,172	\$ 1,346,856	44.9%	\$ 2,998,172	\$ 1,367,316	45.6%	
73 Student Body Center Fee	\$ 293,352	\$ 175,479	59.8%	\$ 293,352	\$ 147,956	50.4%	
74 KVCR	\$ 6,278,042	\$ 3,817,436	60.8%	\$ 6,239,459	\$ 3,378,015	54.1%	
76 KVCR Educational Foundation	\$ 2,076,553	\$ 723,314	34.8%	\$ 2,059,083	\$ 1,029,875	50.0%	
78 Self Insurance-Liability	\$ 553,000	\$ 551,644	99.8%	\$ 675,000	\$ 536,641	79.5%	<i>Annual premiums are paid in July.</i>
79 EDCT Foundation	\$ 228,996	\$ 189,201	82.6%	\$ 287,682	\$ 141,689	49.3%	<i>Board approved revenue from the General Fund is transferred early in the fiscal year to facilitate operations.</i>
84 Workers Compensation	\$ 1,170,000	\$ 352,981	30.2%	\$ 1,170,000	\$ 768,689	65.7%	<i>Revenue interfund transfer of approximately \$180,000 is expected from County by the end of January.</i>



Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8100.00 FEDERAL HEA REVENUES	3,765,552.77	1,084,099.45	1,084,099.45	28.7	0.00	2,681,453.32	71.2
8600.00 STATE REVENUES	110,254,475.79	59,802,732.70	59,802,732.70	54.2	0.00	50,451,743.09	45.7
8800.00 LOCAL REVENUES	28,357,499.81	20,005,482.95	20,005,482.95	70.5	0.00	8,352,016.86	29.4
8900.00 OTHER FINANCING SOURCES	172,000.00	191,710.56	191,710.56	100.0	0.00	19,710.56-	.0
TOTAL: 8000	142,549,528.37	81,084,025.66	81,084,025.66	56.8	0.00	61,465,502.71	43.1
1100.00 CONTRACT CLASSROOM INST.	17,528,312.48	8,412,994.32	8,412,994.32	47.9	0.00	9,115,318.16	52.0
1200.00 CONTRACT CERT. ADMINISTRATORS	9,655,745.94	4,705,533.60	4,705,533.60	48.7	0.00	4,950,212.34	51.2
1300.00 INSTRUCTORS DAY/HOURLY	12,404,779.33	6,237,986.22	6,237,986.22	50.2	0.00	6,166,793.11	49.7
1400.00 NON-INSTRUCTION HOURLY CERT.	2,301,171.47	1,150,567.50	1,150,567.50	49.9	0.00	1,150,603.97	50.0
TOTAL: 1000	41,890,009.22	20,507,081.64	20,507,081.64	48.9	0.00	21,382,927.58	51.0
2100.00 CLASSIFIED MANAGERS-NON-INSTRU	20,402,884.62	9,842,052.78	9,842,052.78	48.2	0.00	10,560,831.84	51.7
2200.00 INSTRUCTIONAL AIDS	1,447,535.51	753,086.92	753,086.92	52.0	0.00	694,448.59	47.9
2300.00 NON-INSTRUCTION HOURLY CLASS.	4,183,693.46	1,985,726.12	1,985,726.12	47.4	0.00	2,197,967.34	52.5
2400.00 INST AIDES-HOURLY- DIR. INSTRU	1,303,445.96	616,089.71	616,089.71	47.2	0.00	687,356.25	52.7
TOTAL: 2000	27,337,559.55	13,196,955.53	13,196,955.53	48.2	0.00	14,140,604.02	51.7
3100.00 CERTIFICATED RETIREMENT	4,838,665.02	2,125,693.19	2,125,693.19	43.9	0.00	2,712,971.83	56.0
3200.00 CLASSIFIED RETIREMENT	2,817,866.59	1,650,138.65	1,650,138.65	58.5	0.00	1,167,727.94	41.4
3300.00 OASDHI /FICA	2,522,949.25	1,246,640.68	1,246,640.68	49.4	0.00	1,276,308.57	50.5
3400.00 HEALTH AND WELFARE BENEFITS	10,625,953.67	4,557,866.73	4,557,866.73	42.8	0.00	6,068,086.94	57.1
3500.00 STATE UNEMPLOYMENT INSURANCE	61,986.13	33,306.98	33,306.98	53.7	0.00	28,679.15	46.2
3600.00 WORKERS COMPENSATION INSURANCE	998,898.25	498,625.00	498,625.00	49.9	0.00	500,273.25	50.0
3900.00 OTHER BENEFITS	233,215.49	137,383.86	137,383.86	58.9	0.00	95,831.63	41.0
TOTAL: 3000	22,099,534.40	10,249,655.09	10,249,655.09	46.3	0.00	11,849,879.31	53.6
4100.00 TEXTBOOKS	351,422.55	53,198.42	53,198.42	15.1	110,083.20	188,140.93	53.5
4200.00 BOOK, MAGAZINE&PERIOD-DIST. USE	116,931.62	5,520.93	5,520.93	4.7	45,158.53	66,252.16	56.6
4300.00 INSTRUCTIONAL SUPPLIES	461,826.33	122,254.50	122,254.50	26.4	69,592.12	269,979.71	58.4
4400.00 MEDIA AND SOFTWARE-DISTRCT USE	30,906.00	677.37	677.37	2.1	4,877.86	25,350.77	82.0
4500.00 NONINSTRUCTIONAL SUPPLIES	1,705,949.06	486,884.25	486,884.25	28.5	523,583.48	695,481.33	40.7
4700.00 FOOD SUPPLIES	275,982.80	62,273.15	62,273.15	22.5	66,567.09	147,142.56	53.3
TOTAL: 4000	2,943,018.36	730,808.62	730,808.62	24.8	819,862.28	1,392,347.46	47.3
5100.00 PERSON&CONSULTANT SVC-DIST USE	21,292,830.71	7,894,867.98	7,894,867.98	37.0	8,455,780.20	4,942,182.53	23.2
5200.00 TRAVEL & CONFERENCE EXPENSES	1,690,535.03	380,149.21	380,149.21	22.4	348,566.39	961,819.43	56.8
5300.00 POST/DUES/MEMBERSHIPS-DIST. USE	458,893.42	252,884.16	252,884.16	55.1	43,080.68	162,928.58	35.5
5400.00 INSURANCES - DISTRICT USE	130,000.00	121,067.00	121,067.00	93.1	0.00	8,933.00	6.8
5500.00 UTILITIES & HOUSEKEEP-DIST. USE	2,915,589.84	1,421,759.19	1,421,759.19	48.7	1,500,572.08	6,741.43-	.0
5600.00 RENTS, LEASES&REPAIRS-DIST. USE	4,703,936.62	2,020,423.77	2,020,423.77	42.9	1,192,492.33	1,491,020.52	31.6
5700.00 LEGAL/ELECTION/AUDIT-DIST. USE	978,850.00	420,384.41	420,384.41	42.9	348,780.47	209,685.12	21.4
5800.00 OTHER OPERATING EXP-DIST. USE	10,255,176.32	663,217.55	663,217.55	6.4	456,957.41	9,135,001.36	89.0
TOTAL: 5000	42,425,811.94	13,174,753.27	13,174,753.27	31.0	12,346,229.56	16,904,829.11	39.8

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL: 1000-5999	136,695,933.47	57,859,254.15	57,859,254.15	42.3	13,166,091.84	65,670,587.48	48.0
6100.00 SITES & IMPROVEMENTS-DIST. USE	490,232.62	59,158.00	59,158.00	12.0	29,455.66	401,618.96	81.9
6200.00 BUILDINGS&IMPROVEMENT-DIST. USE	1,662,803.65	235,250.30	235,250.30	14.1	280,777.16	1,146,776.19	68.9
6300.00 LIBRARY BOOKS - EXPANSION	102,573.00	12,713.08	12,713.08	12.3	90,517.81	657.89-	.0
6400.00 EQUIP/FURNITURE (EXCLD COMPTR)	3,216,941.72	791,789.65	791,789.65	24.6	492,734.49	1,932,417.58	60.0
TOTAL: 6000	5,472,550.99	1,098,911.03	1,098,911.03	20.0	893,485.12	3,480,154.84	63.5
TOTAL: 1000-6999	142,168,484.46	58,958,165.18	58,958,165.18	41.4	14,059,576.96	69,150,742.32	48.6
7200.00 INTRAFUND TRANSFERS OUT	160,000.00	160,000.00	160,000.00	100.0	0.00	0.00	.0
7300.00 INTERFUND TRANSFERS	1,070,000.00	1,070,000.00	1,070,000.00	100.0	0.00	0.00	.0
7400.00 OTHER TRANSFERS	568,000.00	0.00	0.00	.0	0.00	568,000.00	100.0
7500.00 OTHER OUTGO-STUDENT FIN AID	68,370.00	26,815.96	26,815.96	39.2	0.00	41,554.04	60.7
7600.00 OTHER STUDENT AID	1,177,984.47	508,818.72	508,818.72	43.1	468,902.26	200,263.49	17.0
TOTAL: 7000	3,044,354.47	1,765,634.68	1,765,634.68	57.9	468,902.26	809,817.53	26.6
TOTAL: 1000-7999	145,212,838.93	60,723,799.86	60,723,799.86	41.8	14,528,479.22	69,960,559.85	48.1

Fund: 01 GENERAL FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDING/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	142,549,528.37	81,084,025.66	81,084,025.66	56.8	0.00	61,465,502.71	43.1
TOTAL:	1000-5999	136,695,933.47	57,859,254.15	57,859,254.15	42.3	13,166,091.84	65,670,587.48	48.0
TOTAL:	1000-6999	142,168,484.46	58,958,165.18	58,958,165.18	41.4	14,059,576.96	69,150,742.32	48.6
TOTAL:	1000-7999	145,212,838.93	60,723,799.86	60,723,799.86	41.8	14,528,479.22	69,960,559.85	48.1
TOTAL EXPENSES	(1000 - 7999)	145,212,838.93	60,723,799.86	60,723,799.86	41.8	14,528,479.22	69,960,559.85	48.1

Fund: 21 BOND INTEREST AND REDEMPTION

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8600.00 STATE REVENUES	213,217.00	834,943.40	834,943.40	100.0	0.00	621,726.40-	.0
8800.00 LOCAL REVENUES	22,621,693.00	117,375.39	117,375.39	.5	0.00	22,504,317.61	99.4
TOTAL: 8000	22,834,910.00	952,318.79	952,318.79	4.1	0.00	21,882,591.21	95.8
7100.00 DEBT RETIREMENT	29,982,271.70	19,952,987.20	19,952,987.20	66.5	0.00	10,029,284.50	33.4
TOTAL: 7000	29,982,271.70	19,952,987.20	19,952,987.20	66.5	0.00	10,029,284.50	33.4
TOTAL: 1000-7999	29,982,271.70	19,952,987.20	19,952,987.20	66.5	0.00	10,029,284.50	33.4

Fund: 21 BOND INTEREST AND REDEMPTION SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	22,834,910.00	952,318.79	952,318.79	4.1	0.00	21,882,591.21	95.8
TOTAL:	1000-5999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-6999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-7999	29,982,271.70	19,952,987.20	19,952,987.20	66.5	0.00	10,029,284.50	33.4
TOTAL EXPENSES	(1000 - 7999)	29,982,271.70	19,952,987.20	19,952,987.20	66.5	0.00	10,029,284.50	33.4

Fund: 41 CAPITAL OUTLAY PROJECTS FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8600.00 STATE REVENUES	883,838.45	319,684.45	319,684.45	36.1	0.00	564,154.00	63.8
8800.00 LOCAL REVENUES	1,359,413.00	103,043.41	103,043.41	7.5	0.00	1,256,369.59	92.4
TOTAL: 8000	2,243,251.45	422,727.86	422,727.86	18.8	0.00	1,820,523.59	81.1
2100.00 CLASSIFIED MANAGERS-NON-INSTRU	102,018.05	42,800.24	42,800.24	41.9	0.00	59,217.81	58.0
TOTAL: 2000	102,018.05	42,800.24	42,800.24	41.9	0.00	59,217.81	58.0
3200.00 CLASSIFIED RETIREMENT	12,833.87	5,944.11	5,944.11	46.3	0.00	6,889.76	53.6
3300.00 OASDHI/FICA	7,841.10	3,289.54	3,289.54	41.9	0.00	4,551.56	58.0
3400.00 HEALTH AND WELFARE BENEFITS	12,915.95	5,283.15	5,283.15	40.9	0.00	7,632.80	59.0
3500.00 STATE UNEMPLOYMENT INSURANCE	51.25	21.50	21.50	41.9	0.00	29.75	58.0
3600.00 WORKERS COMPENSATION INSURANCE	1,200.00	500.00	500.00	41.6	0.00	700.00	58.3
3900.00 OTHER BENEFITS	58.94	16.15	16.15	27.4	0.00	42.79	72.5
TOTAL: 3000	34,901.11	15,054.45	15,054.45	43.1	0.00	19,846.66	56.8
4700.00 FOOD SUPPLIES	5,000.00	475.60	475.60	9.5	129.37	4,395.03	87.9
TOTAL: 4000	5,000.00	475.60	475.60	9.5	129.37	4,395.03	87.9
5100.00 PERSON&CONSULTANT SVC-DIST USE	3,295,025.00	719,733.02	719,733.02	21.8	2,234,261.21	341,030.77	10.3
5200.00 TRAVEL & CONFERENCE EXPENSES	480.00	200.00	200.00	41.6	0.00	280.00	58.3
5600.00 RENTS, LEASES&REPAIRS-DIST. USE	337,720.15	51,356.86	51,356.86	15.2	55,441.80	230,921.49	68.3
5800.00 OTHER OPERATING EXP-DIST. USE	133,000.00	0.00	0.00	.0	0.00	133,000.00	100.0
TOTAL: 5000	3,766,225.15	771,289.88	771,289.88	20.4	2,289,703.01	705,232.26	18.7
TOTAL: 1000-5999	3,908,144.31	829,620.17	829,620.17	21.2	2,289,832.38	788,691.76	20.1
6100.00 SITES & IMPROVEMENTS-DIST. USE	3,452,135.37	331,953.82	331,953.82	9.6	343,354.17	2,776,827.38	80.4
6200.00 BUILDINGS&IMPROVEMENT-DIST. USE	2,400,425.00	185,533.07	185,533.07	7.7	340,024.85	1,874,867.08	78.1
6400.00 EQUIP/FURNITURE (EXCLD COMPTR)	1,221,084.00	373,356.56	373,356.56	30.5	339,036.64	508,690.80	41.6
TOTAL: 6000	7,073,644.37	890,843.45	890,843.45	12.5	1,022,415.66	5,160,385.26	72.9
TOTAL: 1000-6999	10,981,788.68	1,720,463.62	1,720,463.62	15.6	3,312,248.04	5,949,077.02	54.1

Fund: 41 CAPITAL OUTLAY PROJECTS FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	2,243,251.45	422,727.86	422,727.86	18.8	0.00	1,820,523.59	81.1
TOTAL:	1000-5999	3,908,144.31	829,620.17	829,620.17	21.2	2,289,832.38	788,691.76	20.1
TOTAL:	1000-6999	10,981,788.68	1,720,463.62	1,720,463.62	15.6	3,312,248.04	5,949,077.02	54.1
TOTAL:	1000-7999	10,981,788.68	1,720,463.62	1,720,463.62	15.6	3,312,248.04	5,949,077.02	54.1
TOTAL EXPENSES	(1000 - 7999)	10,981,788.68	1,720,463.62	1,720,463.62	15.6	3,312,248.04	5,949,077.02	54.1

Fund: 42 REVENUE BOND CONSTRUCTION FU

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	0.00	24,647.32	24,647.32	100.0	0.00	24,647.32-	.0
TOTAL: 8000	0.00	24,647.32	24,647.32	100.0	0.00	24,647.32-	.0
5100.00 PERSON&CONSULTANT SVC-DIST USE	739,860.45	165,863.53	165,863.53	22.4	306,929.87	267,067.05	36.0
5400.00 INSURANCES - DISTRICT USE	218,000.00	204,124.42	204,124.42	93.6	0.00	13,875.58	6.3
5600.00 RENTS, LEASES&REPAIRS-DIST. USE	48,350.00	38,561.93	38,561.93	79.7	416.92	9,371.15	19.3
5700.00 LEGAL/ELECTION/AUDIT-DIST. USE	217,953.70	19,916.05	19,916.05	9.1	75,683.95	122,353.70	56.1
5800.00 OTHER OPERATING EXP-DIST. USE	50,000.00	1,906.68	1,906.68	3.8	39,654.99	8,438.33	16.8
TOTAL: 5000	1,274,164.15	430,372.61	430,372.61	33.7	422,685.73	421,105.81	33.0
TOTAL: 1000-5999	1,274,164.15	430,372.61	430,372.61	33.7	422,685.73	421,105.81	33.0
6100.00 SITES & IMPROVEMENTS-DIST. USE	102,563.00	84,613.00	84,613.00	82.4	17,887.17	62.83	.0
6200.00 BUILDINGS&IMPROVEMENT-DIST. USE	36,348,362.00	13,419,146.16	13,419,146.16	36.9	18,758,133.90	4,171,081.94	11.4
6400.00 EQUIP/FURNITURE (EXCLD COMPTR)	2,274,910.85	619,182.18	619,182.18	27.2	32,199.88	1,623,528.79	71.3
TOTAL: 6000	38,725,835.85	14,122,941.34	14,122,941.34	36.4	18,808,220.95	5,794,673.56	14.9
TOTAL: 1000-6999	40,000,000.00	14,553,313.95	14,553,313.95	36.3	19,230,906.68	6,215,779.37	15.5

Fund: 42 REVENUE BOND CONSTRUCTION FU SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	0.00	24,647.32	24,647.32	100.0	0.00	24,647.32-	.0
TOTAL:	1000-5999	1,274,164.15	430,372.61	430,372.61	33.7	422,685.73	421,105.81	33.0
TOTAL:	1000-6999	40,000,000.00	14,553,313.95	14,553,313.95	36.3	19,230,906.68	6,215,779.37	15.5
TOTAL:	1000-7999	40,000,000.00	14,553,313.95	14,553,313.95	36.3	19,230,906.68	6,215,779.37	15.5
TOTAL EXPENSES	(1000 - 7999)	40,000,000.00	14,553,313.95	14,553,313.95	36.3	19,230,906.68	6,215,779.37	15.5

BDX110
 ALL FUNDS
 72 San Bernardino Community Col

BEST NET CONSORTIUM
 BUDGET SUMMARY REPORT
 07/01/2016 TO 06/30/2017

#J256

01/23/2017

PAGE 10

Fund: 51 BOOKSTORE FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	0.00	162.83	162.83	100.0	0.00	162.83-	.0
TOTAL: 8000	0.00	162.83	162.83	100.0	0.00	162.83-	.0

Fund: 51 BOOKSTORE FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	0.00	162.83	162.83	100.0	0.00	162.83-	.0
TOTAL:	1000-5999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-6999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-7999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL EXPENSES	(1000 - 7999)	0.00	0.00	0.00	.0	0.00	0.00	.0

Fund: 68 RETIREE BENEFIT FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	100,000.00	12,252.00	12,252.00	12.2	0.00	87,748.00	87.7
TOTAL: 8000	100,000.00	12,252.00	12,252.00	12.2	0.00	87,748.00	87.7
3300.00 OASDHI /FICA	1,000.00	58.08	58.08	5.8	0.00	941.92	94.1
3400.00 HEALTH AND WELFARE BENEFITS	355,000.00	201,777.87	201,777.87	56.8	0.00	153,222.13	43.1
3500.00 STATE UNEMPLOYMENT INSURANCE	0.00	2.08	2.08	100.0	0.00	2.08-	.0
3900.00 OTHER BENEFITS	10,500.00	4,000.00	4,000.00	38.0	0.00	6,500.00	61.9
TOTAL: 3000	366,500.00	205,838.03	205,838.03	56.1	0.00	160,661.97	43.8
TOTAL: 1000-5999	366,500.00	205,838.03	205,838.03	56.1	0.00	160,661.97	43.8

Fund: 68 RETIREE BENEFIT FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	100,000.00	12,252.00	12,252.00	12.2	0.00	87,748.00	87.7
TOTAL:	1000-5999	366,500.00	205,838.03	205,838.03	56.1	0.00	160,661.97	43.8
TOTAL:	1000-6999	366,500.00	205,838.03	205,838.03	56.1	0.00	160,661.97	43.8
TOTAL:	1000-7999	366,500.00	205,838.03	205,838.03	56.1	0.00	160,661.97	43.8
TOTAL EXPENSES	(1000 - 7999)	366,500.00	205,838.03	205,838.03	56.1	0.00	160,661.97	43.8

BDX110
 ALL FUNDS
 72 San Bernardino Community Col

BEST NET CONSORTIUM
 BUDGET SUMMARY REPORT
 07/01/2016 TO 06/30/2017

#J256

01/23/2017

PAGE 14

Fund: 69 EMPL LOAD BANKING TRUST FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	0.00	0.17	0.17	100.0	0.00	0.17-	.0
TOTAL: 8000	0.00	0.17	0.17	100.0	0.00	0.17-	.0

Fund: 69 EMPL LOAD BANKING TRUST FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	0.00	0.17	0.17	100.0	0.00	0.17-	.0
TOTAL:	1000-5999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-6999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-7999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL EXPENSES	(1000 - 7999)	0.00	0.00	0.00	.0	0.00	0.00	.0

Fund: 72 CHILD DEVELOPMENT FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8100.00 FEDERAL HEA REVENUES	167,710.00	96,197.51	96,197.51	57.3	0.00	71,512.49	42.6
8600.00 STATE REVENUES	2,622,462.00	1,164,485.52	1,164,485.52	44.4	0.00	1,457,976.48	55.5
8800.00 LOCAL REVENUES	208,000.00	86,172.84	86,172.84	41.4	0.00	121,827.16	58.5
TOTAL: 8000	2,998,172.00	1,346,855.87	1,346,855.87	44.9	0.00	1,651,316.13	55.0
2100.00 CLASSIFIED MANAGERS-NON-INSTRU	1,304,085.41	570,786.49	570,786.49	43.7	0.00	733,298.92	56.2
2300.00 NON-INSTRUCTION HOURLY CLASS.	541,392.34	209,646.16	209,646.16	38.7	0.00	331,746.18	61.2
TOTAL: 2000	1,845,477.75	780,432.65	780,432.65	42.2	0.00	1,065,045.10	57.7
3100.00 CERTIFICATED RETIREMENT	0.00	16,271.25	16,271.25	100.0	0.00	16,271.25	.0
3200.00 CLASSIFIED RETIREMENT	145,718.55	60,533.44	60,533.44	41.5	0.00	85,185.11	58.4
3300.00 OASDHI /FICA	101,125.14	36,331.46	36,331.46	35.9	0.00	64,793.68	64.0
3400.00 HEALTH AND WELFARE BENEFITS	457,070.22	219,688.94	219,688.94	48.0	0.00	237,381.28	51.9
3500.00 STATE UNEMPLOYMENT INSURANCE	650.25	315.54	315.54	48.5	0.00	334.71	51.4
3600.00 WORKERS COMPENSATION INSURANCE	48,875.00	25,500.00	25,500.00	52.1	0.00	23,375.00	47.8
3900.00 OTHER BENEFITS	17,400.74	5,619.44	5,619.44	32.2	0.00	11,781.30	67.7
TOTAL: 3000	770,839.90	364,260.07	364,260.07	47.2	0.00	406,579.83	52.7
4300.00 INSTRUCTIONAL SUPPLIES	94,672.00	6,888.24	6,888.24	7.2	60,582.76	27,201.00	28.7
4500.00 NONINSTRUCTIONAL SUPPLIES	126,802.00	14,471.46	14,471.46	11.4	48,595.62	63,734.92	50.2
4700.00 FOOD SUPPLIES	91,303.32	46,114.13	46,114.13	50.5	38,199.29	6,989.90	7.6
TOTAL: 4000	312,777.32	67,473.83	67,473.83	21.5	147,377.67	97,925.82	31.3
5600.00 RENTS, LEASES&REPAIRS-DIST. USE	1,160.00	0.00	0.00	.0	245.00	915.00	78.8
5800.00 OTHER OPERATING EXP-DIST. USE	56,217.03	2,298.50	2,298.50	4.0	0.00	53,918.53	95.9
TOTAL: 5000	57,377.03	2,298.50	2,298.50	4.0	245.00	54,833.53	95.5
TOTAL: 1000-5999	2,986,472.00	1,214,465.05	1,214,465.05	40.6	147,622.67	1,624,384.28	54.3
6400.00 EQUIP/FURNITURE (EXCLD COMPTR)	11,700.00	1,619.99	1,619.99	13.8	3,608.28	6,471.73	55.3
TOTAL: 6000	11,700.00	1,619.99	1,619.99	13.8	3,608.28	6,471.73	55.3
TOTAL: 1000-6999	2,998,172.00	1,216,085.04	1,216,085.04	40.5	151,230.95	1,630,856.01	54.3

Fund: 72 CHILD DEVELOPMENT FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT YEAR TO DATE		%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	2,998,172.00	1,346,855.87	1,346,855.87	44.9	0.00	1,651,316.13	55.0
TOTAL:	1000-5999	2,986,472.00	1,214,465.05	1,214,465.05	40.6	147,622.67	1,624,384.28	54.3
TOTAL:	1000-6999	2,998,172.00	1,216,085.04	1,216,085.04	40.5	151,230.95	1,630,856.01	54.3
TOTAL:	1000-7999	2,998,172.00	1,216,085.04	1,216,085.04	40.5	151,230.95	1,630,856.01	54.3
TOTAL EXPENSES	(1000 - 7999)	2,998,172.00	1,216,085.04	1,216,085.04	40.5	151,230.95	1,630,856.01	54.3

Fund: 73 STUDENT BODY CENTER FEE FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	293,352.00	175,479.22	175,479.22	59.8	0.00	117,872.78	40.1
TOTAL: 8000	293,352.00	175,479.22	175,479.22	59.8	0.00	117,872.78	40.1
2100.00 CLASSIFIED MANAGERS-NON-INSTRU	99,982.53	51,382.00	51,382.00	51.3	0.00	48,600.53	48.6
2300.00 NON-INSTRUCTION HOURLY CLASS.	54,000.00	28,415.00	28,415.00	52.6	0.00	25,585.00	47.3
TOTAL: 2000	153,982.53	79,797.00	79,797.00	51.8	0.00	74,185.53	48.1
3200.00 CLASSIFIED RETIREMENT	12,477.16	7,135.95	7,135.95	57.1	0.00	5,341.21	42.8
3300.00 OASDHI/FICA	7,648.65	3,817.24	3,817.24	49.9	0.00	3,831.41	50.0
3400.00 HEALTH AND WELFARE BENEFITS	32,289.86	16,649.48	16,649.48	51.5	0.00	15,640.38	48.4
3500.00 STATE UNEMPLOYMENT INSURANCE	49.99	25.00	25.00	50.0	0.00	24.99	49.9
3600.00 WORKERS COMPENSATION INSURANCE	3,000.00	1,500.00	1,500.00	50.0	0.00	1,500.00	50.0
3900.00 OTHER BENEFITS	147.36	48.48	48.48	32.8	0.00	98.88	67.1
TOTAL: 3000	55,613.02	29,176.15	29,176.15	52.4	0.00	26,436.87	47.5
4200.00 BOOK, MAGAZINE&PERIOD-DIST. USE	500.00	0.00	0.00	.0	0.00	500.00	100.0
4500.00 NONINSTRUCTIONAL SUPPLIES	14,000.00	3,389.83	3,389.83	24.2	8,437.53	2,172.64	15.5
TOTAL: 4000	14,500.00	3,389.83	3,389.83	23.3	8,437.53	2,672.64	18.4
5600.00 RENTS, LEASES&REPAIRS-DIST. USE	32,000.00	968.36	968.36	3.0	1,687.00	29,344.64	91.7
5800.00 OTHER OPERATING EXP-DIST. USE	12,756.45	0.00	0.00	.0	0.00	12,756.45	100.0
TOTAL: 5000	44,756.45	968.36	968.36	2.1	1,687.00	42,101.09	94.0
TOTAL: 1000-5999	268,852.00	113,331.34	113,331.34	42.1	10,124.53	145,396.13	54.0
6400.00 EQUIP/FURNITURE (EXCLD COMPTR)	24,500.00	24,500.00	24,500.00	100.0	0.00	0.00	.0
TOTAL: 6000	24,500.00	24,500.00	24,500.00	100.0	0.00	0.00	.0
TOTAL: 1000-6999	293,352.00	137,831.34	137,831.34	46.9	10,124.53	145,396.13	49.5

Fund: 73 STUDENT BODY CENTER FEE FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	293,352.00	175,479.22	175,479.22	59.8	0.00	117,872.78	40.1
TOTAL:	1000-5999	268,852.00	113,331.34	113,331.34	42.1	10,124.53	145,396.13	54.0
TOTAL:	1000-6999	293,352.00	137,831.34	137,831.34	46.9	10,124.53	145,396.13	49.5
TOTAL:	1000-7999	293,352.00	137,831.34	137,831.34	46.9	10,124.53	145,396.13	49.5
TOTAL EXPENSES	(1000 - 7999)	293,352.00	137,831.34	137,831.34	46.9	10,124.53	145,396.13	49.5

Fund: 74 KVCRC FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/CURRENT	RECEIVED YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	5,022,711.74	3,097,436.40	3,097,436.40	61.6	0.00	1,925,275.34	38.3
8900.00 OTHER FINANCING SOURCES	1,255,330.00	720,000.00	720,000.00	57.3	0.00	535,330.00	42.6
TOTAL: 8000	6,278,041.74	3,817,436.40	3,817,436.40	60.8	0.00	2,460,605.34	39.1
2100.00 CLASSIFIED MANAGERS-NON-INSTRU	1,325,726.70	576,851.99	576,851.99	43.5	0.00	748,874.71	56.4
2300.00 NON-INSTRUCTION HOURLY CLASS.	539,000.00	252,775.51	252,775.51	46.8	0.00	286,224.49	53.1
TOTAL: 2000	1,864,726.70	829,627.50	829,627.50	44.4	0.00	1,035,099.20	55.5
3200.00 CLASSIFIED RETIREMENT	165,118.00	104,696.96	104,696.96	63.4	0.00	60,421.04	36.5
3300.00 OASDHI/FICA	101,418.08	59,291.20	59,291.20	58.4	0.00	42,126.88	41.5
3400.00 HEALTH AND WELFARE BENEFITS	303,695.82	118,951.85	118,951.85	39.1	0.00	184,743.97	60.8
3500.00 STATE UNEMPLOYMENT INSURANCE	662.86	414.02	414.02	62.4	0.00	248.84	37.5
3600.00 WORKERS COMPENSATION INSURANCE	28,950.00	13,187.50	13,187.50	45.5	0.00	15,762.50	54.4
3900.00 OTHER BENEFITS	11,322.02	3,473.74	3,473.74	30.6	0.00	7,848.28	69.3
TOTAL: 3000	611,166.78	300,015.27	300,015.27	49.0	0.00	311,151.51	50.9
4200.00 BOOK, MAGAZINE&PERIOD-DIST. USE	300.00	0.00	0.00	.0	59.36	240.64	80.2
4400.00 MEDIA AND SOFTWARE-DISTRCT USE	2,500.00	26.20	26.20	1.0	0.00	2,473.80	98.9
4500.00 NONINSTRUCTIONAL SUPPLIES	44,700.00	7,088.96	7,088.96	15.8	19,136.38	18,474.66	41.3
4700.00 FOOD SUPPLIES	10,500.00	182.26	182.26	1.7	2,479.24	7,838.50	74.6
TOTAL: 4000	58,000.00	7,297.42	7,297.42	12.5	21,674.98	29,027.60	50.0
5100.00 PERSON&CONSULTANT SVC-DIST USE	137,079.00	17,108.33	17,108.33	12.4	27,814.71	92,155.96	67.2
5200.00 TRAVEL & CONFERENCE EXPENSES	98,100.00	16,977.45	16,977.45	17.3	50,541.04	30,581.51	31.1
5300.00 POST/DUES/MEMBERSHIPS-DIST. USE	75,500.00	25,420.54	25,420.54	33.6	18,263.50	31,815.96	42.1
5400.00 INSURANCES - DISTRICT USE	10,500.00	3,905.00	3,905.00	37.1	0.00	6,595.00	62.8
5500.00 UTILITIES & HOUSEKEEP-DIST. USE	261,181.00	78,350.88	78,350.88	29.9	88,857.12	93,973.00	35.9
5600.00 RENTS, LEASES&REPAIRS-DIST. USE	667,359.00	138,950.86	138,950.86	20.8	194,039.32	334,368.82	50.1
5700.00 LEGAL/ELECTION/AUDIT-DIST. USE	74,000.00	1,890.00	1,890.00	2.5	15,410.00	56,700.00	76.6
5800.00 OTHER OPERATING EXP-DIST. USE	1,892,597.74	324,299.86	324,299.86	17.1	967,114.89	601,182.99	31.7
TOTAL: 5000	3,216,316.74	606,902.92	606,902.92	18.8	1,362,040.58	1,247,373.24	38.7
TOTAL: 1000-5999	5,750,210.22	1,743,843.11	1,743,843.11	30.3	1,383,715.56	2,622,651.55	45.6
6400.00 EQUIP/FURNITURE (EXCLD COMPTR)	379,874.00	192,097.22	192,097.22	50.5	58,359.49	129,417.29	34.0
TOTAL: 6000	379,874.00	192,097.22	192,097.22	50.5	58,359.49	129,417.29	34.0
TOTAL: 1000-6999	6,130,084.22	1,935,940.33	1,935,940.33	31.5	1,442,075.05	2,752,068.84	44.8
7200.00 INTRAFUND TRANSFERS OUT	109,375.00	0.00	0.00	.0	0.00	109,375.00	100.0
TOTAL: 7000	109,375.00	0.00	0.00	.0	0.00	109,375.00	100.0
TOTAL: 1000-7999	6,239,459.22	1,935,940.33	1,935,940.33	31.0	1,442,075.05	2,861,443.84	45.8

Fund: 74 KVCR FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	6,278,041.74	3,817,436.40	3,817,436.40	60.8	0.00	2,460,605.34	39.1
TOTAL:	1000-5999	5,750,210.22	1,743,843.11	1,743,843.11	30.3	1,383,715.56	2,622,651.55	45.6
TOTAL:	1000-6999	6,130,084.22	1,935,940.33	1,935,940.33	31.5	1,442,075.05	2,752,068.84	44.8
TOTAL:	1000-7999	6,239,459.22	1,935,940.33	1,935,940.33	31.0	1,442,075.05	2,861,443.84	45.8
TOTAL EXPENSES	(1000 - 7999)	6,239,459.22	1,935,940.33	1,935,940.33	31.0	1,442,075.05	2,861,443.84	45.8

Fund: 76 KVCR EDUCATIONAL FOUNDATION

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	2,076,553.44	723,313.70	723,313.70	34.8	0.00	1,353,239.74	65.1
TOTAL: 8000	2,076,553.44	723,313.70	723,313.70	34.8	0.00	1,353,239.74	65.1
2100.00 CLASSIFIED MANAGERS-NON-INSTRU	183,177.57	91,860.20	91,860.20	50.1	0.00	91,317.37	49.8
2300.00 NON-INSTRUCTION HOURLY CLASS.	181,716.14	65,087.50	65,087.50	35.8	0.00	116,628.64	64.1
TOTAL: 2000	364,893.71	156,947.70	156,947.70	43.0	0.00	207,946.01	56.9
3200.00 CLASSIFIED RETIREMENT	22,886.49	21,556.31	21,556.31	94.1	0.00	1,330.18	5.8
3300.00 OASDHI /FICA	13,990.13	11,669.46	11,669.46	83.4	0.00	2,320.67	16.5
3400.00 HEALTH AND WELFARE BENEFITS	54,854.78	15,921.66	15,921.66	29.0	0.00	38,933.12	70.9
3500.00 STATE UNEMPLOYMENT INSURANCE	91.44	78.13	78.13	85.4	0.00	13.31	14.5
3600.00 WORKERS COMPENSATION INSURANCE	3,375.00	1,687.50	1,687.50	50.0	0.00	1,687.50	50.0
3900.00 OTHER BENEFITS	915.78	76.14	76.14	8.3	0.00	839.64	91.6
TOTAL: 3000	96,113.62	50,989.20	50,989.20	53.0	0.00	45,124.42	46.9
4500.00 NONINSTRUCTIONAL SUPPLIES	21,000.00	2,969.48	2,969.48	14.1	3,667.73	14,362.79	68.3
4700.00 FOOD SUPPLIES	4,200.00	220.70	220.70	5.2	106.70	3,872.60	92.2
TOTAL: 4000	25,200.00	3,190.18	3,190.18	12.6	3,774.43	18,235.39	72.3
5100.00 PERSON&CONSULTANT SVC-DIST USE	279,423.00	33,665.38	33,665.38	12.0	98,001.04	147,756.58	52.8
5200.00 TRAVEL & CONFERENCE EXPENSES	6,850.00	199.91	199.91	2.9	121.29	6,528.80	95.3
5300.00 POST/DUES/MEMBERSHIPS-DIST. USE	53,500.00	14,256.68	14,256.68	26.6	0.00	39,243.32	73.3
5600.00 RENTS, LEASES&REPAIRS-DIST. USE	25,500.00	17,547.36	17,547.36	68.8	697.41	7,255.23	28.4
5700.00 LEGAL/ELECTION/AUDIT-DIST. USE	16,883.00	3,300.00	3,300.00	19.5	5,700.00	7,883.00	46.6
5800.00 OTHER OPERATING EXP-DIST. USE	349,429.30	112,240.79	112,240.79	32.1	121,765.19	115,423.32	33.0
TOTAL: 5000	731,585.30	181,210.12	181,210.12	24.7	226,284.93	324,090.25	44.2
TOTAL: 1000-5999	1,217,792.63	392,337.20	392,337.20	32.2	230,059.36	595,396.07	48.8
6400.00 EQUIP/FURNITURE (EXCLD COMPTR)	15,335.00	0.00	0.00	.0	7,478.21	7,856.79	51.2
TOTAL: 6000	15,335.00	0.00	0.00	.0	7,478.21	7,856.79	51.2
TOTAL: 1000-6999	1,233,127.63	392,337.20	392,337.20	31.8	237,537.57	603,252.86	48.9
7300.00 INTERFUND TRANSFERS	825,955.00	400,000.00	400,000.00	48.4	0.00	425,955.00	51.5
TOTAL: 7000	825,955.00	400,000.00	400,000.00	48.4	0.00	425,955.00	51.5
TOTAL: 1000-7999	2,059,082.63	792,337.20	792,337.20	38.4	237,537.57	1,029,207.86	49.9

Fund: 76 KVCR EDUCATIONAL FOUNDATION SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT YEAR TO DATE		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	2,076,553.44	723,313.70	723,313.70	34.8	0.00	1,353,239.74	65.1
TOTAL:	1000-5999	1,217,792.63	392,337.20	392,337.20	32.2	230,059.36	595,396.07	48.8
TOTAL:	1000-6999	1,233,127.63	392,337.20	392,337.20	31.8	237,537.57	603,252.86	48.9
TOTAL:	1000-7999	2,059,082.63	792,337.20	792,337.20	38.4	237,537.57	1,029,207.86	49.9
TOTAL EXPENSES	(1000 - 7999)	2,059,082.63	792,337.20	792,337.20	38.4	237,537.57	1,029,207.86	49.9

Fund: 78 SELF INSURANCE-LIABILITY&PRO

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	3,000.00	1,644.47	1,644.47	54.8	0.00	1,355.53	45.1
8900.00 OTHER FINANCING SOURCES	550,000.00	550,000.00	550,000.00	100.0	0.00	0.00	.0
TOTAL: 8000	553,000.00	551,644.47	551,644.47	99.7	0.00	1,355.53	.2
5100.00 PERSON&CONSULTANT SVC-DIST USE	15,000.00	1,064.35	1,064.35	7.0	8,935.67	4,999.98	33.3
5400.00 INSURANCES - DISTRICT USE	410,000.00	451,641.00	451,641.00	100.0	0.00	41,641.00-	.0
5800.00 OTHER OPERATING EXP-DIST. USE	250,000.00	5,649.89	5,649.89	2.2	69,350.11	175,000.00	70.0
TOTAL: 5000	675,000.00	458,355.24	458,355.24	67.9	78,285.78	138,358.98	20.4
TOTAL: 1000-5999	675,000.00	458,355.24	458,355.24	67.9	78,285.78	138,358.98	20.4

Fund: 78 SELF INSURANCE-LIABILITY&PRO SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	553,000.00	551,644.47	551,644.47	99.7	0.00	1,355.53	.2
TOTAL:	1000-5999	675,000.00	458,355.24	458,355.24	67.9	78,285.78	138,358.98	20.4
TOTAL:	1000-6999	675,000.00	458,355.24	458,355.24	67.9	78,285.78	138,358.98	20.4
TOTAL:	1000-7999	675,000.00	458,355.24	458,355.24	67.9	78,285.78	138,358.98	20.4
TOTAL EXPENSES	(1000 - 7999)	675,000.00	458,355.24	458,355.24	67.9	78,285.78	138,358.98	20.4

Fund: 79 EDCT FOUNDATION

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	28,996.00	9,201.13	9,201.13	31.7	0.00	19,794.87	68.2
8900.00 OTHER FINANCING SOURCES	200,000.00	180,000.00	180,000.00	90.0	0.00	20,000.00	10.0
TOTAL: 8000	228,996.00	189,201.13	189,201.13	82.6	0.00	39,794.87	17.3
2100.00 CLASSIFIED MANAGERS-NON-INSTRU	127,423.71	50,627.85	50,627.85	39.7	0.00	76,795.86	60.2
2300.00 NON-INSTRUCTION HOURLY CLASS.	8,996.00	0.00	0.00	.0	0.00	8,996.00	100.0
TOTAL: 2000	136,419.71	50,627.85	50,627.85	37.1	0.00	85,791.86	62.8
3200.00 CLASSIFIED RETIREMENT	12,570.40	7,031.22	7,031.22	55.9	0.00	5,539.18	44.0
3300.00 OASDHI/FICA	7,644.16	3,788.91	3,788.91	49.5	0.00	3,855.25	50.4
3400.00 HEALTH AND WELFARE BENEFITS	21,144.93	7,924.74	7,924.74	37.4	0.00	13,220.19	62.5
3500.00 STATE UNEMPLOYMENT INSURANCE	49.96	24.77	24.77	49.5	0.00	25.19	50.4
3600.00 WORKERS COMPENSATION INSURANCE	1,500.00	750.00	750.00	50.0	0.00	750.00	50.0
3900.00 OTHER BENEFITS	73.68	24.24	24.24	32.8	0.00	49.44	67.1
TOTAL: 3000	42,983.13	19,543.88	19,543.88	45.4	0.00	23,439.25	54.5
4200.00 BOOK, MAGAZINE&PERIOD-DIST. USE	500.00	0.00	0.00	.0	0.00	500.00	100.0
4500.00 NONINSTRUCTIONAL SUPPLIES	8,000.00	392.38	392.38	4.9	1,897.60	5,710.02	71.3
4700.00 FOOD SUPPLIES	6,000.00	582.72	582.72	9.7	601.03	4,816.25	80.2
TOTAL: 4000	14,500.00	975.10	975.10	6.7	2,498.63	11,026.27	76.0
5100.00 PERSON&CONSULTANT SVC-DIST USE	7,000.00	0.00	0.00	.0	0.00	7,000.00	100.0
5200.00 TRAVEL & CONFERENCE EXPENSES	14,750.00	3,922.03	3,922.03	26.5	5,808.42	5,019.55	34.0
5300.00 POST/DUES/MEMBERSHIPS-DIST. USE	4,000.00	50.00	50.00	1.2	0.00	3,950.00	98.7
5500.00 UTILITIES & HOUSEKEEP-DIST. USE	3,600.00	190.05	190.05	5.2	3,409.95	0.00	.0
5600.00 RENTS, LEASES&REPAIRS-DIST. USE	18,260.00	0.00	0.00	.0	30,912.00	12,652.00-	.0
5700.00 LEGAL/ELECTION/AUDIT-DIST. USE	10,000.00	5,000.00	5,000.00	50.0	1,000.00	4,000.00	40.0
5800.00 OTHER OPERATING EXP-DIST. USE	10,569.00	1,500.00	1,500.00	14.1	89.94	8,979.06	84.9
TOTAL: 5000	68,179.00	10,662.08	10,662.08	15.6	41,220.31	16,296.61	23.9
TOTAL: 1000-5999	262,081.84	81,808.91	81,808.91	31.2	43,718.94	136,553.99	52.1
6400.00 EQUIP/FURNITURE (EXCLD COMPTR)	25,600.00	4,128.06	4,128.06	16.1	12,033.45	9,438.49	36.8
TOTAL: 6000	25,600.00	4,128.06	4,128.06	16.1	12,033.45	9,438.49	36.8
TOTAL: 1000-6999	287,681.84	85,936.97	85,936.97	29.8	55,752.39	145,992.48	50.7

Fund: 79 EDCT FOUNDATION

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	228,996.00	189,201.13	189,201.13	82.6	0.00	39,794.87	17.3
TOTAL:	1000-5999	262,081.84	81,808.91	81,808.91	31.2	43,718.94	136,553.99	52.1
TOTAL:	1000-6999	287,681.84	85,936.97	85,936.97	29.8	55,752.39	145,992.48	50.7
TOTAL:	1000-7999	287,681.84	85,936.97	85,936.97	29.8	55,752.39	145,992.48	50.7
TOTAL EXPENSES	(1000 - 7999)	287,681.84	85,936.97	85,936.97	29.8	55,752.39	145,992.48	50.7

Fund: 84 WORKERS COMPENSATION FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	1,170,000.00	352,981.39	352,981.39	30.1	0.00	817,018.61	69.8
TOTAL: 8000	1,170,000.00	352,981.39	352,981.39	30.1	0.00	817,018.61	69.8
5100.00 PERSON&CONSULTANT SVC-DIST USE	300,000.00	110,869.98	110,869.98	36.9	133,390.02	55,740.00	18.5
5400.00 INSURANCES - DISTRICT USE	190,000.00	145,749.00	145,749.00	76.7	29,251.00	15,000.00	7.8
5800.00 OTHER OPERATING EXP-DIST. USE	680,000.00	333,070.27	333,070.27	48.9	16,359.91	330,569.82	48.6
TOTAL: 5000	1,170,000.00	589,689.25	589,689.25	50.4	179,000.93	401,309.82	34.2
TOTAL: 1000-5999	1,170,000.00	589,689.25	589,689.25	50.4	179,000.93	401,309.82	34.2

Fund: 84 WORKERS COMPENSATION FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	1,170,000.00	352,981.39	352,981.39	30.1	0.00	817,018.61	69.8
TOTAL:	1000-5999	1,170,000.00	589,689.25	589,689.25	50.4	179,000.93	401,309.82	34.2
TOTAL:	1000-6999	1,170,000.00	589,689.25	589,689.25	50.4	179,000.93	401,309.82	34.2
TOTAL:	1000-7999	1,170,000.00	589,689.25	589,689.25	50.4	179,000.93	401,309.82	34.2
TOTAL EXPENSES	(1000 - 7999)	1,170,000.00	589,689.25	589,689.25	50.4	179,000.93	401,309.82	34.2

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8100.00 FEDERAL HEA REVENUES	30,000.00	4,072.55	4,072.55	13.5	0.00	25,927.45	86.4
8600.00 STATE REVENUES	34,719,158.00	17,892,284.01	17,892,284.01	51.5	0.00	16,826,873.99	48.4
8800.00 LOCAL REVENUES	16,487,965.16	7,583,782.16	7,583,782.16	45.9	0.00	8,904,183.00	54.0
TOTAL: 8000	51,237,123.16	25,480,138.72	25,480,138.72	49.7	0.00	25,756,984.44	50.2
1100.00 CONTRACT CLASSROOM INST.	12,151,155.63	5,822,086.71	5,822,086.71	47.9	0.00	6,329,068.92	52.0
1200.00 CONTRACT CERT. ADMINI STRATORS	3,935,338.17	1,774,892.27	1,774,892.27	45.1	0.00	2,160,445.90	54.8
1300.00 INSTRUCTORS DAY/HOURLY	8,711,523.00	4,236,628.17	4,236,628.17	48.6	0.00	4,474,894.83	51.3
1400.00 NON-INSTRUCTION HOURLY CERT.	298,857.00	139,423.00	139,423.00	46.6	0.00	159,434.00	53.3
TOTAL: 1000	25,096,873.80	11,973,030.15	11,973,030.15	47.7	0.00	13,123,843.65	52.2
2100.00 CLASSIFIED MANAGERS-NON-INSTRU	6,786,917.58	3,341,736.06	3,341,736.06	49.2	0.00	3,445,181.52	50.7
2200.00 INSTRUCTIONAL AIDS	846,966.44	432,561.82	432,561.82	51.0	0.00	414,404.62	48.9
2300.00 NON-INSTRUCTION HOURLY CLASS.	670,886.00	324,403.17	324,403.17	48.3	0.00	346,482.83	51.6
2400.00 INST AIDES-HOURLY- DIR. INSTRUC	335,219.00	84,653.64	84,653.64	25.2	0.00	250,565.36	74.7
TOTAL: 2000	8,639,989.02	4,183,354.69	4,183,354.69	48.4	0.00	4,456,634.33	51.5
3100.00 CERTIFICATED RETIREMENT	2,999,414.93	1,295,409.95	1,295,409.95	43.1	0.00	1,704,004.98	56.8
3200.00 CLASSIFIED RETIREMENT	965,475.92	604,187.95	604,187.95	62.5	0.00	361,287.97	37.4
3300.00 OASDHI /FICA	1,014,890.64	515,279.38	515,279.38	50.7	0.00	499,611.26	49.2
3400.00 HEALTH AND WELFARE BENEFITS	4,803,690.37	2,190,053.12	2,190,053.12	45.5	0.00	2,613,637.25	54.4
3500.00 STATE UNEMPLOYMENT INSURANCE	15,555.43	8,061.92	8,061.92	51.8	0.00	7,493.51	48.1
3600.00 WORKERS COMPENSATION INSURANCE	475,615.50	236,892.57	236,892.57	49.8	0.00	238,722.93	50.1
3900.00 OTHER BENEFITS	109,462.22	60,835.32	60,835.32	55.5	0.00	48,626.90	44.4
TOTAL: 3000	10,384,105.01	4,910,720.21	4,910,720.21	47.2	0.00	5,473,384.80	52.7
4100.00 TEXTBOOKS	3,997.00	0.00	0.00	.0	500.00	3,497.00	87.4
4200.00 BOOK, MAGAZINE&PERIOD-DI ST. USE	4,199.83	593.05	593.05	14.1	725.00	2,881.78	68.6
4300.00 INSTRUCTI ONAL SUPPLIES	55,395.67	6,686.75	6,686.75	12.0	12,169.66	36,539.26	65.9
4400.00 MEDIA AND SOFTWARE-DI STRCT USE	6,398.00	285.35	285.35	4.4	350.00	5,762.65	90.0
4500.00 NONI NSTRUCTI ONAL SUPPLIES	527,715.34	201,399.65	201,399.65	38.1	167,405.15	158,910.54	30.1
4700.00 FOOD SUPPLIES	40,846.10	11,921.76	11,921.76	29.1	13,859.28	15,065.06	36.8
TOTAL: 4000	638,551.94	220,886.56	220,886.56	34.5	195,009.09	222,656.29	34.8
5100.00 PERSON&CONSULTANT SVC-DI ST USE	894,581.00	106,583.02	106,583.02	11.9	730,279.34	57,718.64	6.4
5200.00 TRAVEL & CONFERENCE EXPENSES	167,367.17	43,145.77	43,145.77	25.7	45,975.61	78,245.79	46.7
5300.00 POST/DUES/MEMBERSHI PS-DI ST. USE	156,346.53	68,931.14	68,931.14	44.0	16,932.86	70,482.53	45.0
5500.00 UTI LI TIES & HOUSEKEEP-DI ST. USE	1,862,673.00	920,173.87	920,173.87	49.4	929,787.38	12,711.75	.6
5600.00 RENTS, LEASES&REPAIRS-DI ST. USE	1,026,850.00	375,225.20	375,225.20	36.5	316,677.63	334,947.17	32.6
5800.00 OTHER OPERATING EXP-DI ST. USE	1,057,623.97	135,628.46	135,628.46	12.8	155,670.25	766,325.26	72.4
TOTAL: 5000	5,165,441.67	1,649,687.46	1,649,687.46	31.9	2,195,323.07	1,320,431.14	25.5
TOTAL: 1000-5999	49,924,961.44	22,937,679.07	22,937,679.07	45.9	2,390,332.16	24,596,950.21	49.2
6200.00 BUI LDI NGS&I MPROVEMENT-DI ST. USE	88,448.00	18,326.49	18,326.49	20.7	40,621.50	29,500.01	33.3

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
6400.00 EQUIP/FURNITURE (EXCLD COMPTR)	396,072.48	256,739.33	256,739.33	64.8	52,139.14	87,194.01	22.0
TOTAL: 6000	484,520.48	275,065.82	275,065.82	56.7	92,760.64	116,694.02	24.0
TOTAL: 1000-6999	50,409,481.92	23,212,744.89	23,212,744.89	46.0	2,483,092.80	24,713,644.23	49.0

Fund: 01 GENERAL FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT YEAR TO DATE		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	51,237,123.16	25,480,138.72	25,480,138.72	49.7	0.00	25,756,984.44	50.2
TOTAL:	1000-5999	49,924,961.44	22,937,679.07	22,937,679.07	45.9	2,390,332.16	24,596,950.21	49.2
TOTAL:	1000-6999	50,409,481.92	23,212,744.89	23,212,744.89	46.0	2,483,092.80	24,713,644.23	49.0
TOTAL:	1000-7999	50,409,481.92	23,212,744.89	23,212,744.89	46.0	2,483,092.80	24,713,644.23	49.0
TOTAL EXPENSES	(1000 - 7999)	50,409,481.92	23,212,744.89	23,212,744.89	46.0	2,483,092.80	24,713,644.23	49.0

Fund: 41 CAPITAL OUTLAY PROJECTS FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
6200.00 BUILDINGS&IMPROVEMENT-DIST. USE	631,399.00	179,724.23	179,724.23	28.4	133,829.05	317,845.72	50.3
TOTAL: 6000	631,399.00	179,724.23	179,724.23	28.4	133,829.05	317,845.72	50.3
TOTAL: 1000-6999	631,399.00	179,724.23	179,724.23	28.4	133,829.05	317,845.72	50.3

Fund: 41 CAPITAL OUTLAY PROJECTS FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-5999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-6999	631,399.00	179,724.23	179,724.23	28.4	133,829.05	317,845.72	50.3
TOTAL:	1000-7999	631,399.00	179,724.23	179,724.23	28.4	133,829.05	317,845.72	50.3
TOTAL EXPENSES	(1000 - 7999)	631,399.00	179,724.23	179,724.23	28.4	133,829.05	317,845.72	50.3

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 72 San Bernardino Community Col

BEST NET CONSORTIUM
 BUDGET SUMMARY REPORT
 07/01/2016 TO 06/30/2017

#J257

01/23/2017

PAGE 6

Fund: 72 CHILD DEVELOPMENT FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	0.00	582.30	582.30	100.0	0.00	582.30-	.0
TOTAL: 8000	0.00	582.30	582.30	100.0	0.00	582.30-	.0

Fund: 72 CHILD DEVELOPMENT FUND SUMMARY

=====		WORKING	EXPENDED/RECEIVED			PENDING/	UNENCUMBERED	
=====		BUDGET	CURRENT	YEAR TO DATE	%	ENCUMBERED	BALANCE	%
=====		=====						
SUMMARY BY OBJECT								
=====		=====						
TOTAL INCOME	(8000 - 8999)	0.00	582.30	582.30	100.0	0.00	582.30-	.0
TOTAL:	1000-5999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-6999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-7999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL EXPENSES	(1000 - 7999)	0.00	0.00	0.00	.0	0.00	0.00	.0

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8100.00 FEDERAL HEA REVENUES	1,500.00	878.75	878.75	58.5	0.00	621.25	41.4
8600.00 STATE REVENUES	17,834,196.00	9,220,980.29	9,220,980.29	51.7	0.00	8,613,215.71	48.2
8800.00 LOCAL REVENUES	8,173,795.00	3,605,619.70	3,605,619.70	44.1	0.00	4,568,175.30	55.8
TOTAL: 8000	26,009,491.00	12,827,478.74	12,827,478.74	49.3	0.00	13,182,012.26	50.6
1100.00 CONTRACT CLASSROOM INST.	5,142,664.41	2,506,349.41	2,506,349.41	48.7	0.00	2,636,315.00	51.2
1200.00 CONTRACT CERT. ADMINI STRATORS	2,692,230.57	1,263,583.18	1,263,583.18	46.9	0.00	1,428,647.39	53.0
1300.00 INSTRUCTORS DAY/HOURLY	3,537,877.50	2,002,271.23	2,002,271.23	56.5	0.00	1,535,606.27	43.4
1400.00 NON-INSTRUCTION HOURLY CERT.	318,063.00	186,065.25	186,065.25	58.4	0.00	131,997.75	41.5
TOTAL: 1000	11,690,835.48	5,958,269.07	5,958,269.07	50.9	0.00	5,732,566.41	49.0
2100.00 CLASSIFIED MANAGERS-NON-INSTRU	3,827,071.26	2,015,223.17	2,015,223.17	52.6	0.00	1,811,848.09	47.3
2200.00 INSTRUCTIONAL AIDS	586,135.55	316,250.86	316,250.86	53.9	0.00	269,884.69	46.0
2300.00 NON-INSTRUCTION HOURLY CLASS.	268,535.60	185,756.53	185,756.53	69.1	0.00	82,779.07	30.8
2400.00 INST AIDES-HOURLY- DIR. INSTRUC	403,112.00	174,941.53	174,941.53	43.3	0.00	228,170.47	56.6
TOTAL: 2000	5,084,854.41	2,692,172.09	2,692,172.09	52.9	0.00	2,392,682.32	47.0
3100.00 CERTIFICATED RETIREMENT	1,407,819.87	650,168.75	650,168.75	46.1	0.00	757,651.12	53.8
3200.00 CLASSIFIED RETIREMENT	584,947.70	358,417.29	358,417.29	61.2	0.00	226,530.41	38.7
3300.00 OASDHI /FICA	590,362.26	287,540.99	287,540.99	48.7	0.00	302,821.27	51.2
3400.00 HEALTH AND WELFARE BENEFITS	2,461,907.04	1,087,831.16	1,087,831.16	44.1	0.00	1,374,075.88	55.8
3500.00 STATE UNEMPLOYMENT INSURANCE	7,873.70	4,279.85	4,279.85	54.3	0.00	3,593.85	45.6
3600.00 WORKERS COMPENSATION INSURANCE	237,038.75	122,746.82	122,746.82	51.7	0.00	114,291.93	48.2
3900.00 OTHER BENEFITS	45,413.33	35,100.58	35,100.58	77.2	0.00	10,312.75	22.7
TOTAL: 3000	5,335,362.65	2,546,085.44	2,546,085.44	47.7	0.00	2,789,277.21	52.2
4200.00 BOOK, MAGAZINE&PERIOD-DIST. USE	4,263.79	716.67	716.67	16.8	2,366.97	1,180.15	27.6
4300.00 INSTRUCTIONAL SUPPLIES	52,494.00	21,329.16	21,329.16	40.6	7,905.50	23,259.34	44.3
4400.00 MEDIA AND SOFTWARE-DISTRCT USE	1,225.00	12.95	12.95	1.0	0.00	1,212.05	98.9
4500.00 NONINSTRUCTIONAL SUPPLIES	170,715.00	61,838.16	61,838.16	36.2	58,695.31	50,181.53	29.3
4700.00 FOOD SUPPLIES	4,300.00	0.00	0.00	.0	271.95	4,028.05	93.6
TOTAL: 4000	232,997.79	83,896.94	83,896.94	36.0	69,239.73	79,861.12	34.2
5100.00 PERSON&CONSULTANT SVC-DIST USE	100,345.00	17,586.93	17,586.93	17.5	22,588.49	60,169.58	59.9
5200.00 TRAVEL & CONFERENCE EXPENSES	122,781.50	32,786.89	32,786.89	26.7	20,893.83	69,100.78	56.2
5300.00 POST/DUES/MEMBERSHIPS-DIST. USE	60,945.00	44,347.91	44,347.91	72.7	4,583.09	12,014.00	19.7
5500.00 UTILITIES & HOUSEKEEP-DIST. USE	784,470.00	377,478.16	377,478.16	48.1	441,056.16	34,064.32	.0
5600.00 RENTS, LEASES&REPAIRS-DIST. USE	476,559.32	182,329.63	182,329.63	38.2	179,049.46	115,180.23	24.1
5800.00 OTHER OPERATING EXP-DIST. USE	435,211.25	35,088.19	35,088.19	8.0	31,312.88	368,810.18	84.7
TOTAL: 5000	1,980,312.07	689,617.71	689,617.71	34.8	699,483.91	591,210.45	29.8
TOTAL: 1000-5999	24,324,362.40	11,970,041.25	11,970,041.25	49.2	768,723.64	11,585,597.51	47.6
6400.00 EQUIP/FURNITURE (EXCLD COMPTR)	47,672.64	9,170.49	9,170.49	19.2	652.71	37,849.44	79.3
TOTAL: 6000	47,672.64	9,170.49	9,170.49	19.2	652.71	37,849.44	79.3

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL: 1000-6999	24,372,035.04	11,979,211.74	11,979,211.74	49.1	769,376.35	11,623,446.95	47.6

Fund: 01 GENERAL FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT YEAR TO DATE		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	26,009,491.00	12,827,478.74	12,827,478.74	49.3	0.00	13,182,012.26	50.6
TOTAL:	1000-5999	24,324,362.40	11,970,041.25	11,970,041.25	49.2	768,723.64	11,585,597.51	47.6
TOTAL:	1000-6999	24,372,035.04	11,979,211.74	11,979,211.74	49.1	769,376.35	11,623,446.95	47.6
TOTAL:	1000-7999	24,372,035.04	11,979,211.74	11,979,211.74	49.1	769,376.35	11,623,446.95	47.6
TOTAL EXPENSES	(1000 - 7999)	24,372,035.04	11,979,211.74	11,979,211.74	49.1	769,376.35	11,623,446.95	47.6

Fund: 41 CAPITAL OUTLAY PROJECTS FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
6100.00 SITES & IMPROVEMENTS-DIST. USE	532,450.92	177,777.24	177,777.24	33.3	330,401.41	24,272.27	4.5
6200.00 BUILDINGS&IMPROVEMENT-DIST. USE	339,425.00	0.00	0.00	.0	17,686.80	321,738.20	94.7
TOTAL: 6000	871,875.92	177,777.24	177,777.24	20.3	348,088.21	346,010.47	39.6
TOTAL: 1000-6999	871,875.92	177,777.24	177,777.24	20.3	348,088.21	346,010.47	39.6

Fund: 41 CAPITAL OUTLAY PROJECTS FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-5999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-6999	871,875.92	177,777.24	177,777.24	20.3	348,088.21	346,010.47	39.6
TOTAL:	1000-7999	871,875.92	177,777.24	177,777.24	20.3	348,088.21	346,010.47	39.6
TOTAL EXPENSES	(1000 - 7999)	871,875.92	177,777.24	177,777.24	20.3	348,088.21	346,010.47	39.6

Fund: 51 BOOKSTORE FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	0.00	162.83	162.83	100.0	0.00	162.83-	.0
TOTAL: 8000	0.00	162.83	162.83	100.0	0.00	162.83-	.0

Fund: 51 BOOKSTORE FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	0.00	162.83	162.83	100.0	0.00	162.83-	.0
TOTAL:	1000-5999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-6999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-7999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL EXPENSES	(1000 - 7999)	0.00	0.00	0.00	.0	0.00	0.00	.0

BDX110
 CHC UNRESTRICTED
 72 San Bernardino Community Col

BEST NET CONSORTIUM
 BUDGET SUMMARY REPORT
 07/01/2016 TO 06/30/2017

#J270

01/23/2017

PAGE 8

Fund: 72 CHILD DEVELOPMENT FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	0.00	363.94	363.94	100.0	0.00	363.94-	.0
TOTAL: 8000	0.00	363.94	363.94	100.0	0.00	363.94-	.0

Fund: 72 CHILD DEVELOPMENT FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	0.00	363.94	363.94	100.0	0.00	363.94-	.0
TOTAL:	1000-5999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-6999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-7999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL EXPENSES	(1000 - 7999)	0.00	0.00	0.00	.0	0.00	0.00	.0

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Steven Sutorus, Business Manager
DATE: February 9, 2017
SUBJECT: CCFS-320 Apportionment Attendance Report for FY 2017 Period 1

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

The CCFS-320 Apportionment Attendance Report for FY 2017 Period 1 has been submitted to the State Chancellor's Office.

ANALYSIS

The Period 1 report includes preliminary figures for the period July 1, 2016 – December 31, 2016 and uses annualizers to forecast fiscal year end data. The chart below summarizes the District's status as of P1 and provides comparison data.

Comparison – FY16 P3 vs FY17 P1						
FY 16 at Year End			FY 17 at P1			
				# Change	% Change	
CHC	4,843		CHC	5,029	186	3.84%
SBVC	10,500		SBVC	10,714	214	2.04%
Total	15,343		Total	15,743	400	2.61%

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications.

2016-2017 APPORTIONMENT ATTENDANCE REPORT

Period: P1

District: San Bernardino

CERTIFICATION

I, the District Chief Executive Officer, hereby certify that, to the best of my knowledge and belief (1) this report is true and correct, and (2) all data have been reported and compiled in accordance with provisions of the Education Code and Title 5 regulations adopted by the Board of Governors and instructions on this form.

I further certify that I have determined through consultation with staff directly responsible that (1) FTES reported on this form for State apportionments includes only courses which had received individual prior approval or were part of programs with prior approval by the governing board of the district and the Chancellor's Office; (2) no attendance has been reported for: (a) courses which do not fully comply with Title 5 Section 58051.5 relative to open enrollment and participation by any person who is otherwise qualified and eligible for admission to the college, except for inmate education courses maintained pursuant to Title 5 Section 58051.6, or (b) courses excluded from State apportionments by Education Code Section 8538 or, (c) indentured apprentices in courses of related and supplemental instruction maintained pursuant to Section 3074 of the Labor Code; and (3) all FTES eligible for State support have been reported whether or not funding is available.

The original signature of the district Chief Executive Officer is required.

Chief Executive Officer: Bruce Baron

Signature: 

Signature Date: JAN 17 2017

Electronic Certification Date: Tuesday, January 17, 2017

District Contact Person: Steven Sutorus

Title: Business Manager

Phone: (909) 382-4031

E-Mail: ssutorus@sbccd.edu

Please return completed form to:

**CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE
FISCAL SERVICES UNIT
1102 Q STREET, 4th Floor
SACRAMENTO, CA 95811-6511**

2016-2017 APPORTIONMENT ATTENDANCE REPORT

Period: P1

District: San Bernardino

PART I. FULL-TIME EQUIVALENT STUDENTS

State Residents (and Nonresidents Attending Noncredit Courses)	
Attendance FTES	Factored FTES

Summer Intersession (Summer 2016 Only)

1. Noncredit (Parts IV.A.1 + VII.A.3)	0.00	0.00
2. Credit (Parts III.A.1 + VI.A.1)	734.88	734.88

Summer Intersession Courses (Summer 2017 Prior to July 1, 2017)

1. Noncredit (Parts IV.B.1 + VII.B.3)	0.00	0.00
2. Credit (Parts III.B.1 + VI.B.2 + VI.B.1)	0.00	0.00

Primary Terms (Exclusive of Summer Intersession)

1. Census Procedure Courses

(a) Weekly Census Contact Hours (Part II)	10,356.65	10,356.65
(b) Daily Census Contact Hours (Part III)	1,686.20	1,711.98

2. Actual Hours of Attendance Procedure Courses

(a) Noncredit (Part IV.C)	5.58	5.58
(b) Credit (Part IV.D)	943.39	946.95

3. Alternative Attendance Accounting Procedure Courses

(a) Weekly Census Procedure Courses (Part V)(Credit)	1,065.62	1,065.62
(b) Daily Census Procedure Courses (Part V)(Credit)	919.37	921.43
(c) Noncredit Independent Study/Distance Education Courses (Part VII.C)	0.00	0.00

Total FTES

Total Credit FTES	15,706.11	15,737.51
Total Noncredit FTES	5.58	5.58
Total FTES	15,711.69	15,743.09

Supplemental Information	FTES
Inservice Training Courses	0.00
Basic Skills Courses and Immigrant Education (Noncredit)	0.00
Basic Skills Courses and Immigrant Education (Credit)	998.51

2016-2017 APPORTIONMENT ATTENDANCE REPORT

Period: P1

District: San Bernardino

PART I. FULL-TIME EQUIVALENT STUDENTS

Nonresidents	
Attendance FTES	Factored FTES

Summer Intersession (Summer 2016 Only)

1. Noncredit (Parts IV.A.1 + VII.A.3)	0.00	0.00
2. Credit (Parts III.A.1 + VI.A.1)	0.61	0.61

Summer Intersession Courses (Summer 2017 Prior to July 1, 2017)

1. Noncredit (Parts IV.B.1 + VII.B.3)	0.00	0.00
2. Credit (Parts III.B.1 + VI.B.2 + VI.B.1)	0.00	0.00

Primary Terms (Exclusive of Summer Intersession)

1. Census Procedure Courses

(a) Weekly Census Contact Hours (Part II)	61.60	61.60
(b) Daily Census Contact Hours (Part III)	55.76	56.64

2. Actual Hours of Attendance Procedure Courses

(a) Noncredit (Part IV.C)	0.60	0.60
(b) Credit (Part IV.D)	13.67	13.73

3. Alternative Attendance Accounting Procedure Courses

(a) Weekly Census Procedure Courses (Part V)(Credit)	6.84	6.84
(b) Daily Census Procedure Courses (Part V)(Credit)	21.24	21.29
(c) Noncredit Independent Study/Distance Education Courses (Part VII.C)	0.00	0.00

Total FTES

Total Credit FTES	159.72	160.71
Total Noncredit FTES	0.60	0.60
Total FTES	160.32	161.31

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services

PREPARED BY: Hussain Agah, Director, Facilities Planning & Construction

DATE: February 9, 2017

SUBJECT: Cenergistic Cumulative Energy Report

RECOMMENDATION

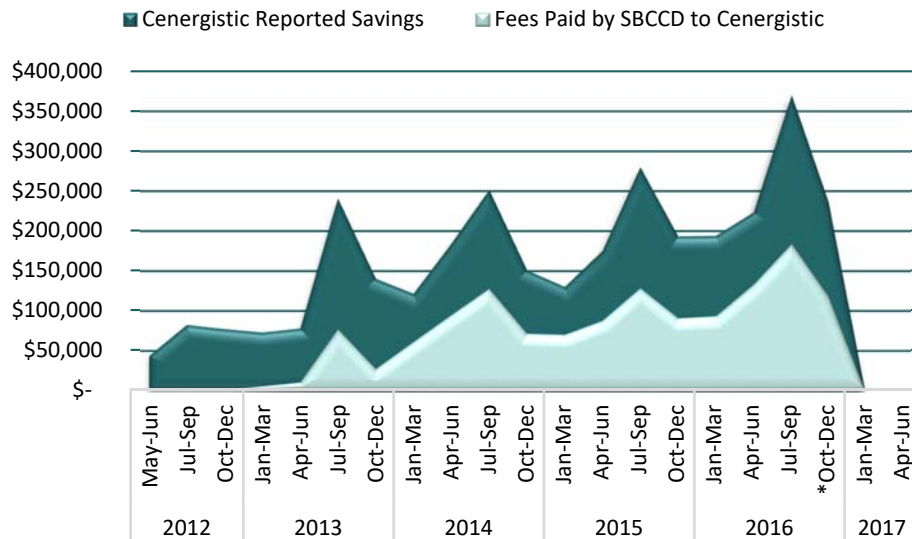
This item is for information only and no action is required.

OVERVIEW

At its May 17, 2012 meeting, SBCCD approved a contract to implement a comprehensive energy savings program. The contract term dates are June 1, 2012 through May 31, 2017. For the first year of the contract, SBCCD agreed to pay 45% of program savings and act as employer for the program energy specialist. The contract was amended in January 2014 to stipulate that the energy specialist would be employed by Cenergistic rather than SBCCD, and the percentage cost of savings was raised to its current value of 50%.

ANALYSIS

The attached report illustrates the cumulative energy savings identified by Cenergistic. To date, SBCCD has incurred \$1,373,517* in fees, which is about 42.5% of the total reported savings of \$3,234,370.



*Payment amounts for Oct-Dec 2016 are estimated at 50% of the reported savings.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

This item is for information only; there are no financial implications.

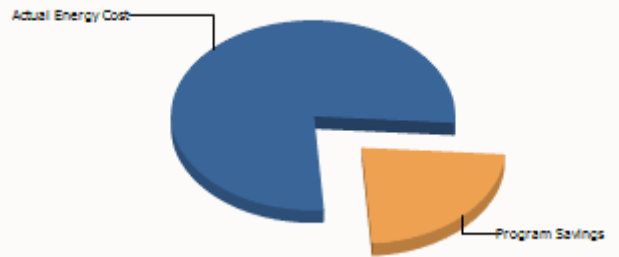
**San Bernardino Community College District,
California**

Energy Conservation Program CAP - 19

Cumulative Cost Savings

February 2017

Expected Energy Cost	\$14,228,861
Actual Energy Cost	\$10,994,491
Program Savings	\$3,234,370
Percent Savings	22.7%
Other Savings	\$0
Total Savings	\$3,234,370



Expected Energy Cost

Anticipated expense without energy management.
Base year usage after adjustments for such variables as changes in weather, equipment, schedules, occupancy and prices.

Actual Energy Cost

Actual utility costs for electricity, gas, water, sewer, etc. obtained directly from bills.

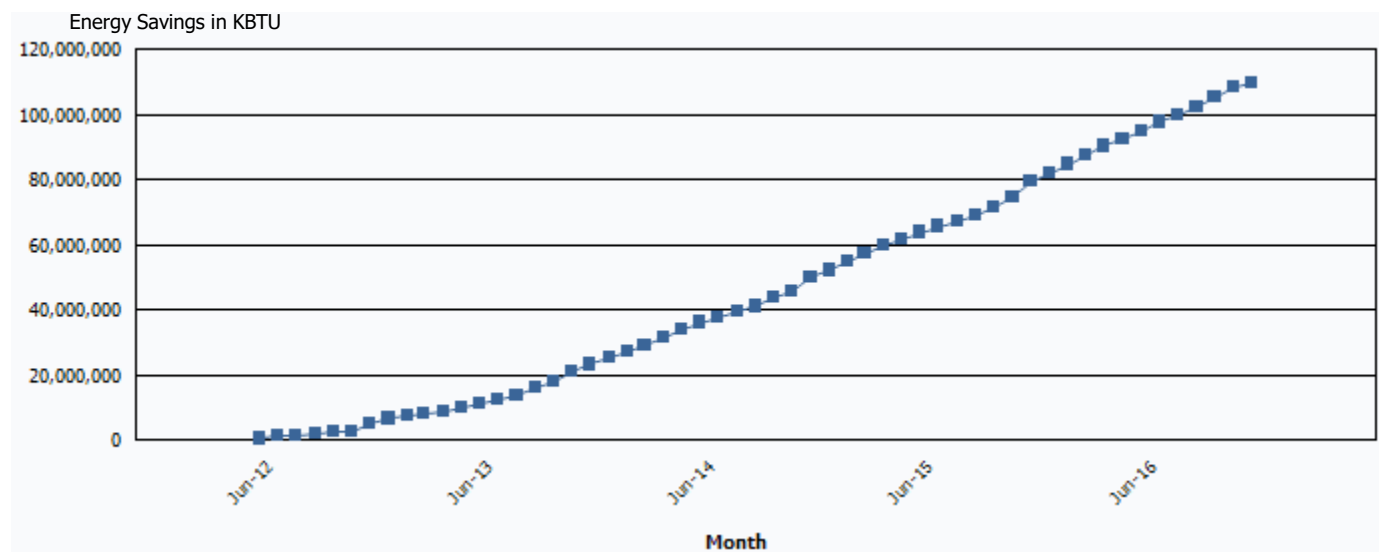
Program Savings

The difference between Expected and Actual Cost, calculated in accordance with the International Performance Measurement & Verification Protocol. Does not include savings attributable to reduced equipment maintenance and replacement costs and other collateral benefits. These savings can increase the program savings up to 20%.

Other Savings

Additional documented savings attributable to Program activities but not the direct result of usage reductions, such as rebates, refunds, tariff changes, etc.

Cumulative Energy Savings



Cumulative Greenhouse Gas Reduction

Energy Reduction Impact: 109,740,458 KBTU 6,901 equiv. metric tons of CO2

This is equivalent to the following:

Passenger cars not driven for one year:	1,438
Tree seedlings grown for 10 years:	176,951

Requested by: Mendter

Version:

Report Version: 15

Filters: Billing Period Between 201206|201701

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Pierre Galvez, Police Chief
DATE: February 9, 2017
SUBJECT: District Clery Act Compliance Report

RECOMMENDATION

This item is for information only. No action is required.

OVERVIEW

Postsecondary educational institutions (institutions) that participate in student aid programs under Title IV of the federal Higher Education Act of 1965, as amended, are required by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) to create an annual security report by October 1 of each year. This security report must contain required crime statistics of the institution as well as certain security policy disclosures. When institutions do not comply with the Clery Act, they inhibit the ability of students and others to make informed decisions about campus security. Further, the U.S. Department of Education can impose financial penalties of up to \$27,500 per violation against noncompliant institutions.

ANALYSIS

Monthly Report of Clery Crimes for December (See attached)

BOARD IMPERATIVE

I. Institutional Effectiveness

FINANCIAL IMPLICATIONS

None



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
CLERY ACT CRIMES
December 2016

<u>Case#</u>	<u>Reported</u>	<u>Reportable Clery Crimes</u>	<u>Location</u>	<u>Disposition</u>
<u>ON CAMPUS:</u>				
CRAFTON				
NO INCIDENTS TO REPORT				
DISTRICT				
NO INCIDENTS TO REPORT				
VALLEY				
16-476	12/1/16	Stolen Vehicle	Lot 10	Report Taken
16-495	12/14/16	Alcohol on School Grounds	PS Building	Citation Issued
16-499	12/15/16	Possession of Drug Paraphernalia	LA Building	Subject Arrested
<u>PUBLIC PROPERTY:</u>				
CRAFTON				
NO INCIDENTS TO REPORT				
DISTRICT				
NO INCIDENTS TO REPORT				
VALLEY				
NO INCIDENTS TO REPORT				

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Bruce Baron, Chancellor
DATE: February 9, 2017
SUBJECT: Information Item: CSEA MOUs

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

The District and the California School Employees Association met and entered into the attached MOUs.

ANALYSIS

The Memorandums of Understanding constitute the full and complete Agreements. MOUs are pending CSEA ratification.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

None.

GRIEVANCE SETTLEMENT AGREEMENT
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291
01-05-2017

Terms and Conditions: This Grievance Settlement Agreement is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").

WHEREAS, A dispute has arisen between CSEA and the District, and CSEA has alleged that the District has violated the Collective Bargaining Agreement and Article 6, and has filed a grievance for the alleged violations; and

WHEREAS, Nothing contained in this Agreement shall be construed as an admission of any wrongdoing what so ever on the part of the District or CSEA; and

WHEREAS, The District and CSEA agree that it is in the best interest of both parties to resolve the above referenced dispute without the expense or inconvenience of any further proceedings;

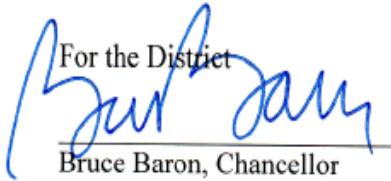
NOW, THEREFORE, the District and CSEA enter into the following agreement as a full and complete settlement of the above-referenced matter:

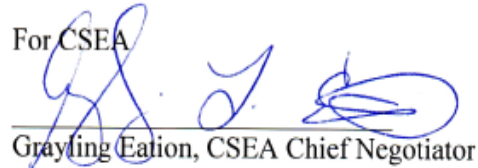
1. The District and CSEA agree that effective Date 01-05-2017, the individuals mentioned will be compensated for their time assigned to be worked during the months of June and July.

John Boatman:	64 hrs;	rate of 29.75;	Total 1904.00
Antonio Carrillo:	64 hrs;	rate of 29.63;	Total 1896.32
Miguel Chaure:	64 hrs;	rate of 37.62;	Total 2407.68
Javier Davila:	64 hrs;	rate of 29.52;	Total 1889.28
Patrick Kirkhart:	64 hrs;	rate of 32.85;	Total 2102.40
Richard Kirkhart:	64 hrs;	rate of 32.85;	Total 2102.40
Joe Moreno:	64 hrs;	rate of 37.94;	Total 2428.16
Jose Olmos:	64 hrs;	rate of 45.87;	Total 2935.68

2. The District and CSEA agree that all overtime would be paid to the members and that no vacation time, as requested by CSEA, will be returned to the members.

3. The District agrees to pay all sick leave, vacation, or other paid leaves of absence taken by the members in accordance with Article 6.1, 6.4, 6.7, 14.4.2
4. CSEA and the District acknowledge its duty to bargain on any and all matters within the scope of representation pursuant to the Collective Bargaining Agreement between the parties.
5. CSEA agrees to withdraw, with prejudice, the grievance filed for the above-referenced matter.

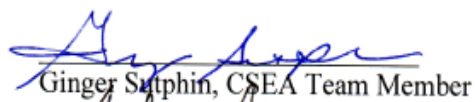
For the District

Bruce Baron, Chancellor

For CSEA

Grayling Eaton, CSEA Chief Negotiator


Stacy Garcia, CSEA Team Member


Kevin Pallicki, CSEA Team Member


Fermin Ramirez, CSEA Team Member


Ginger Sutphin, CSEA Team Member


Natalie Dorado, Labor Relations Representative

1 GRIEVANCE SETTLEMENT AGREEMENT
2 *By And Between*
3 SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
4 *And*
5 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
6 SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291
7 January 5, 2017
8

9 **Terms and Conditions:** This Grievance Settlement Agreement is entered into by and
10 between the San Bernardino Community College District (hereinafter, "District") and the
11 California School Employees Association, and its Chapter #291, (hereinafter
12 "Association").
13

14 **WHEREAS,** A dispute has arisen between Association and the District, and the
15 Association has alleged that the District has violated the Collective Bargaining
16 Agreement and section 7.3.3 concerning the following unit members:
17

- 18 • Nancy Green
- 19 • Noemi Elizalde
- 20 • Maria Torres
- 21 • Rocio Delgado
- 22 • Fermin Ramirez
- 23 • Ana Bojorquez
- 24 • Nancy Salas
- 25 • Veronica Lehman
- 26 • Monique Marrujo
- 27 • Natividad Rodriguez

28
29 and has filed a grievance for the alleged violation; and
30

31 **WHEREAS,** Nothing contained in this Agreement shall be construed as an admission of
32 any wrongdoing what so ever on the part of the District or the Association; and
33

34 **WHEREAS,** The District and the Association agree that it is in the best interest of both
35 parties to resolve the above referenced dispute without the expense or inconvenience of
36 any further proceedings;
37

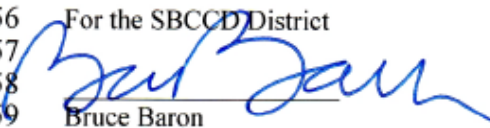
38 **NOW, THEREFORE,** the District and the Association enter into the following
39 agreement as a full and complete settlement of the above-referenced matter:
40

- 41 1. The District and the Association agree that effective May 1, 2015, that all unit
42 members listed shall be compensated at the rate of \$50.00 per month retroactively
43 up to current date for their services.
44
45

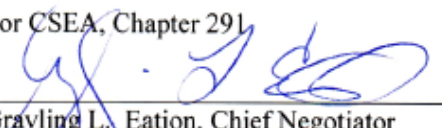
- 46 2. The Association and the District acknowledge its duty to bargain on any and all
47 matters within the scope of representation pursuant to the Collective Bargaining
48 Agreement between the parties.
49
50 3. The Association agrees to withdraw, with prejudice, the grievance filed for the
51 above-referenced matter.
52

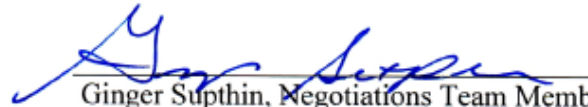
53 This Agreement is subject to the procedures required by CSEA Policy 610.
54
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56 For the SBCCCD District

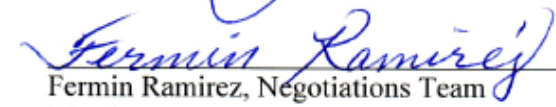
57 
58 _____
59 Bruce Baron
60 Chancellor
61


For CSEA, Chapter 291

62 
63 _____
64 Grayling L. Eation, Chief Negotiator
65 CSEA Chapter 291
66

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68 _____
69 Ginger Supthin, Negotiations Team Member
70

71 
72 _____
73 Kevin Palkki, Negotiations Team Member
74

75 
76 _____
77 Fermin Ramirez, Negotiations Team
78 Member
79

80 
81 _____
82 Stacey Garcia, Negotiations Team Member



Natalie Dorado, CSEA Labor Relations
Representative

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER #291
January 5, 2017


1 **Terms and Conditions:** The San Bernardino Community College District, (hereinafter, "District") and
2 the California School Employees Association and its San Bernardino CCD chapter 291(hereinafter,
3 "Association.") agree as follows:

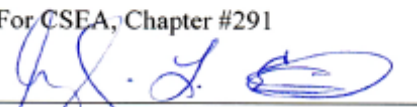
4 Below is a listing of locations for the bi-literate stipends per location:


- 5 • **District Offices**
- 6 • **SBVC**
 - 7 ○ Student Services
 - 8 ○ Administrative Services
 - 9 ○ Instruction Office
 - 10 ▪ Child Development Center
- 11 • **Crafton**
 - 12 ○ Student Services
 - 13 ○ Administrative Services
 - 14 ○ Instruction Office
 - 15 ▪ Child Development Center

16 CSEA reserves the right to reopen the agreed upon locations. This Agreement is subject to the procedures
17 required by CSEA Policy 610.

18 This MOU will sunset on January 5, 2019

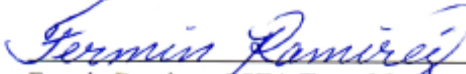
19 For SBCCD
20 
21 _____
22 Bruce Baron, Chancellor

For CSEA, Chapter #291
23 
24 _____
25 Grayling Eaton, Chief Negotiator


26 _____
27 Stacy Garcia, CSEA Team Member


28 _____
29 Kevin Palkki, CSEA Team Member


30 _____
31 Ginger Sutphin, CSEA Team Member


32 _____
33 Fermin Ramirez, CSEA Team Member


34 _____
35 Natalie Dorado,
36 CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER #291
January 5, 2017

1 **Terms and Conditions:** This Memorandum of Understanding is entered into by and between the San
2 Bernardino Community College District (hereinafter, "District") and the California School Employees
3 Association and its San Bernardino Community College District Chapter 291 (hereinafter, "Association").
4

5 The District and the Association agree to approve Joyce Bond's interim Out-Of-Class assignment as
6 "Lead Senior Programmer/Analyst" position under the following stipulations:
7


- 8 1. The length of the assignment will be from July 1, 2016 until July 1, 2017.
9
- 10 2. The parties agree that Joyce Bond, while performing the out-of-class assignment, remains a unit
11 member and may avail herself of any and all rights and representation afforded her though
12 affiliation with CSEA.
13
- 14 3. The Employee shall be compensated for the Out-Of-Class assignment at a rate of a five percent
15 (5%) salary increase calculated using her current rate of pay. The compensation is in addition to
16 the Employee's regular salary and does not count towards any overtime the Employee may be
17 entitled. This MOU is retroactive to
18
- 19 4. The District and the Association agree that the Employee will not take part in any employee
20 evaluations, employee discipline, the establishment and/or authorization of overtime, directing
21 the work of other programmers, etc.
22
- 23 5. Upon completion of the assignment, the Employees shall return to her regular classified position
24 as Senior Programmer/Analyst without loss in seniority.
25
- 26 6. The District will mutually work with the Association to establish the position of Lead Senior
27 Programmer/Analyst, discontinuing any further MOU's for this position effective July 1, 2017.
28

29 This Memorandum of Understanding constitutes the full and complete Agreement regarding the
30 appointment of Joyce Bond's interim Out-Of-Class assignment as "Lead Senior Programmer/Analyst".
31

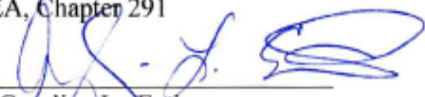
32 The sunset date of this MOU is July 1, 2017.
33
34

35 This Agreement is subject to the procedures required by CSEA Policy 610.
36
37

38 For the SBCCD District

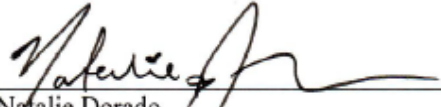
39 
40 _____
41 Bruce Baron
42 Chancellor
43

For CSEA, Chapter 291

44 
45 _____
46 Grayling L. Eation
47 Chief Negotiator, CSEA Chapter 291

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER #291
January 5, 2017

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Natalie Dorado
CSEA Labor Relations Representative
For CSEA, Chapter 291



Ginger Supthin, Negotiations Team Member



Kevin Palkki, Negotiations Team Member



Fermin Ramirez, Negotiations Team
Member



Stacey Garcia, Negotiations Team Member

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER #291
January 5, 2017

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Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").


The District and the Association agree to approve the interim Out-of-Class assignment for Ron Gordin, Lead Grounds Caretaker, to Maintenance & Grounds Supervisor, under the following stipulations:

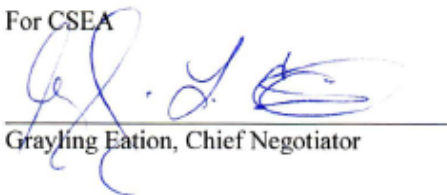
1. The length of the assignment continue effective February 13, 2017, until the return of the Maintenance & Grounds Supervisor from leave.
2. The Employee will be compensated from the Management Salary Schedule at Range 9, Step A. The identification of the salary range and step in this MOU is for reference only, and not subject to negotiation between the District and CSEA.
3. The parties agree that Ron Gordin, while performing the out-of-class assignment, remains a unit member and may avail himself of any and all rights and representation afforded him though affiliation with CSEA.
4. The District and the Association agree that the Employee will not take part in any classified employee evaluations or employee discipline proceedings during the assignment as Maintenance & Grounds Supervisor or be evaluated during this out of class service.
5. Upon completion of the Out-of-Class assignment, the Employee shall return to his regular classified position as Lead Grounds Caretaker.
6. The District and the Association agree that during the Out-of-Class assignment, the Employee's seniority as Lead Grounds Caretaker will continue to accrue and the Out-of-Class assignment will not be construed in any manner as a break in service.

This Agreement is subject to the procedures required by CSEA Policy 610.

This Memorandum of Understanding constitutes the full and complete Agreement regarding the Management assignment of Ron Gordin.

The effective date of this MOU is January 5, 2017.

For the District

Bruce Baron, Chancellor


For CSEA

Grayling Eaton, Chief Negotiator

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER #291
January 5, 2017

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Kevin Palkki, CSEA Team Member


Stacy Garcia, CSEA Team Member


Ginger Sulphin, CSEA Team Member


Fermin Ramirez, CSEA Team Member


Natalie Dorado
Labor Relations Representative

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER #291
January 5, 2017

1

2 **Terms and Conditions:** The San Bernardino Community College District, (hereinafter, "District") and
3 the California School Employees Association and its San Bernardino CCD chapter 291(hereinafter,
4 "Association.") agree as follows:

5 1. In accordance with Article 16: PERSONNEL, specifically article 16.3 REQUEST FOR
6 RECLASSIFICATION, it has been determined the following bargaining unit member shall be
7 reclassified.

8

9 2. Effective August 8, 2016, bargaining unit member Rosemary Rivera-Reza, Secretary I, Range 29 E/ 8
10 hour/ 261 day work year in the Foster & Kinship Care Education/Student Services Department at San
11 Bernardino Valley College will be reclassified to the classification of Student Services Technician II,
12 Range 34 D/ 8 hours/ 261 day work year.

13 This Agreement is subject to the procedures required by CSEA Policy 610.

14 For SBCCD

15 
16 _____

17 Bruce Baron, Chancellor

18

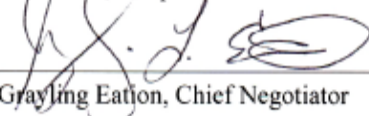
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For CSEA, Chapter #291



Grayling Eaton, Chief Negotiator



Stacy Garcia, CSEA Team Member



Kevin Palkki, CSEA Team Member



Ginger Sutphin, CSEA Team Member



Fermin Ramirez, CSEA Team Member



Natalie Dorado
CSEA Labor Relations Representative

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MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER #291
January 5, 2017

This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").

The District and the Association agree to approve the interim Out-of-Class assignment for Ruby Zuniga, Administrative Secretary, to Administrative Assistant II, under the following stipulations:

1. The length of the assignment shall be extended effective December 2, 2016, until the return of the Administrative Assistant II from leave.
2. The Employee will be compensated from the Confidential Salary Schedule at Range 4, Step A. The identification of the salary range and step in this MOU is for reference only, and not subject to negotiation between the District and CSEA. The Employee will be afforded all the rights, privileges, powers, and leave accruals appropriate for the position, except for those expressly stated herein.
3. The District and the Association agree that the Employee will not be evaluated during this out of class service.
4. Upon completion of the Out-of-Class assignment, the Employee shall return to her regular classified position as Administrative Secretary.
5. The District and the Association agree that during the Out-of-Class assignment, the Employee's seniority as Administrative Secretary will continue to accrue and the Out-of-Class assignment will not be construed in any manner as a break in service.

This Agreement is subject to the procedures required by CSEA Policy 610.

This Memorandum of Understanding constitutes the full and complete Agreement regarding the Confidential assignment of Ruby Zuniga.

The effective date of this MOU is January 5, 2017.

For the District


Bruce Baron, Chancellor

For CSEA


Grayling Eaton, Chief Negotiator

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER #291
January 5, 2017



Kevin Palkki, CSEA Team Member



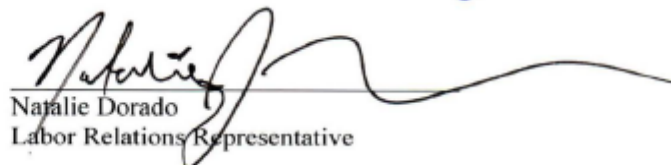
Stacy Garcia, CSEA Team Member



Ginger Sophn, CSEA Team Member



Fermin Ramirez, CSEA Team Member



Natalie Dorado
Labor Relations Representative

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER #291
January 20, 2017

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Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").

The District and the Association agree to approve the interim Out-of-Class assignment for Jerry Y. Ohigashi, Lead Custodian, to Custodial Supervisor, under the following stipulations:


1. The length of the assignment effective January 20, 2017, until the position of the Custodial Supervisor is filled or a decision either by the employee or management is made to remove himself/him from the position.
2. The Employee will be compensated from the Management Salary Schedule at Range 2, Step A. The identification of the salary range and step in this MOU is for reference only, and not subject to negotiation between the District and CSEA.
3. The parties agree that Jerry Y. Ohigashi, while performing the out-of-class assignment, remains a unit member and may avail himself of any and all rights and representation afforded him though affiliation with CSEA.
4. The District and the Association agree that the Employee will not take part in any classified employee evaluations or employee discipline proceedings during the assignment as Custodial Supervisor or be evaluated during this out of class service.
5. Upon completion of the Out-of-Class assignment, the Employee shall return to his regular classified position as Lead Custodian.
6. The District and the Association agree that during the Out-of-Class assignment, the Employee's seniority as Lead Custodian will continue to accrue and the Out-of-Class assignment will not be construed in any manner as a break in service.

This Agreement is subject to the procedures required by CSEA Policy 610.

This Memorandum of Understanding constitutes the full and complete Agreement regarding the Management assignment of Jerry Y. Ohigashi.

The effective date of this MOU is January 20, 2017.

For the District


Bruce Baron, Chancellor

For CSEA



Grayling Eaton, Chief Negotiator

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO CCD CHAPTER #291
January 20, 2017

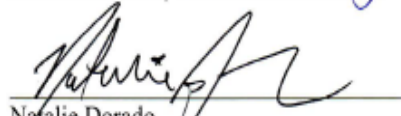
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Kevin Palkki, CSEA Team Member


Stacy Garcia, CSEA Team Member


Ginger Sutphin, CSEA Team Member


Fermin Ramirez, CSEA Team Member


Natalie Dorado
Labor Relations Representative

MEMORANDUM OF UNDERSTANDING
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291
January 24, 2017

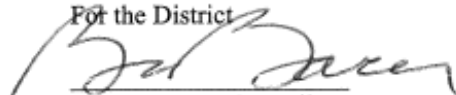
Terms and Conditions: This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter, "Association").

1. Effective July 1, 2016, the parties agree the 2015-2016 CSEA Bargaining Unit salary schedule shall be increased by one and a half- percent (1.5%).
2. Effective July 1, 2017, the parties agree the 2016-2017 CSEA Bargaining Unit salary schedule shall be increased by one and a half- percent (1.5%).
3. The increases for the respective years above shall not in any way prevent CSEA or the District from re-opening Article 7: Wages for the 2018-2019 year as outlined in Article 25: Completion of Meet and Negotiations.
4. The above language regarding Article 7.1 will be placed within Article 7: Wages once negotiations for the 2016- 2019 Classified Bargaining Agreement are completed.
5. Only unit members employed as of the approval at the February Board of Trustees meeting are eligible to receive such schedule increases.

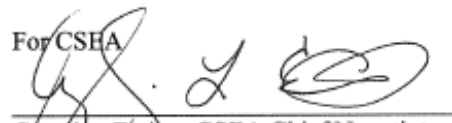
This MOU is subject to CSEA and District approval and ratification processes.

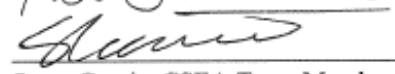
The effective date of this MOU is January 24, 2017.

For the District

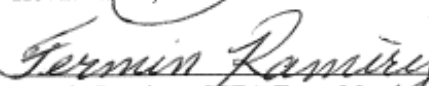

Bruce Baron, Chancellor

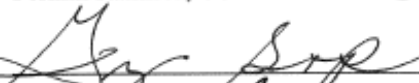
For CSEA

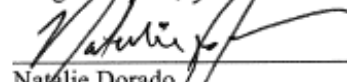

Grayling Hation, CSEA Chief Negotiator


Stacy Garcia, CSEA Team Member


Kevin Palkki, CSEA Team Member


Fermin Ramirez, CSEA Team Member


Ginger Sophin, CSEA Team Member


Natalie Dorado
Labor Relations Representative

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Lawrence P. Strong, Director of Fiscal Services
DATE: February 9, 2017
SUBJECT: General Fund Cash Flow Analysis

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

The District's budget is a financial plan based on estimated revenues and expenditures for the fiscal year, which runs from July 1 through June 30. Cash refers to what is actually in the District's treasury on a day-to-day and month-to-month basis. Monitoring the amount of cash available to meet the District's financial obligations is the core responsibility of the Fiscal Services Department. Attached is the General Fund monthly cash flow analysis for the District.

ANALYSIS

The General Fund cash balance as of June 30, 2017 is estimated to be \$29,575,736.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

This is an information item only. There are no financial implications.

General Fund Cash Flow Analysis[†]

Fiscal Year 2016-17

							PROJECTIONS							ACCRUALS	TOTAL
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN			
Beginning Cash Balance	31,501	32,226	32,326	35,634	33,688	33,421	36,474	35,674	32,958	28,299	26,636	23,641			
Receipts															
Federal	11		13	149	66	1	23	28	1,135	39	1,128	1,173		3,766	
State	7,271	6,112	11,928	10,293	16,284	6,960	9,647	8,289	11,575	8,856	6,541	6,298		110,054	
State Deferrals															
Local	1,082	2,836	13	958	3,280	6,523	2,518	1,849	1,047	4,042	3,185	1,001		28,335	
Temporary Borrowings															
Inc Transfer & Sale of Assets		3		3		186						-20		172	
Accounts Receivable/Accruals	313	986	3,600	111	207	648	169	25	62	180		-16		6,286	
Total Receipts	8,677	9,937	15,555	11,515	19,837	14,318	12,357	10,190	13,819	13,118	10,854	8,436		148,613	
Disbursements															
Academic Salaries	4	1,915	3,450	3,772	3,832	3,766	3,915	3,420	3,792	3,875	3,806	6,362		41,908	
Classified Salaries	1,770	1,936	2,132	2,226	2,191	2,497	2,245	2,029	2,290	2,230	2,347	3,276		27,172	
Benefits	850	1,471	1,721	1,777	1,709	1,811	1,829	1,754	1,829	1,854	2,467	3,014		22,086	
Supplies & Materials	-7	70	161	177	125	114	178	193	194	243	316	1,162		2,926	
Other Operating Exp	6	479	3,867	3,967	1,778	2,292	3,586	5,180	6,633	5,608	4,507	4,766		42,668	
Capital Outlay		-12	56	396	309	89	187	191	473	665	508	2,325		5,186	
Other Outgo	4	129	12	230	564	734	1,164	42	151	59	16	-60		3,044	
Longterm Post-Employment Benefits		-5	-8	-8	-4	-8								-34	
Accounts Payable/Accruals	5,326	3,857	857	924	9,599	-31	53	97	3,115	247	-119	-18,344		5,582	
Total Disbursements	7,953	9,837	12,247	13,461	20,103	11,265	13,158	12,906	18,478	14,781	13,848	2,502		150,539	
Increase / (Decrease) in Cash Balance	724	100	3,308	-1,946	-267	3,053	-800	-2,716	-4,659	-1,663	-2,995	5,935			
Ending Cash Balance	32,226	32,326	35,634	33,688	33,421	36,474	35,674	32,958	28,299	26,636	23,641	29,576			

[†] Rounded to the nearest 1,000.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey Nikac, Executive Assistant

DATE: February 9, 2017

SUBJECT: Measure M and Non-Bond Demographics Report

RECOMMENDATION

This item is for information only. No action is required.

OVERVIEW

Measure M and Non-Bond Demographics Report includes a summary of active construction projects for December. This report represents the local hire status for each project. Details of each project as well as schedules, progress, photos, costs, workers by city, and historical data are contained in the *Measure M Construction Projects and Demographics Report* prepared by Kitchell/BRj each month and can be accessed online at:

http://www.sbccd.org/Construction_Program/Construction_Projects_Underway

ANALYSIS

In November 2013, the Board of Trustees passed Board Policy 6610, which sets minimum goals at fifty percent (50%) participation of Local Hires (workforce) and twenty-five percent (25%) participation of Local Businesses (subcontractors) in its District Bid projects awarded each fiscal year.

As of the most recent report, the District-wide total of local workforce was 66% and District-wide total of local subcontractors was 56%.

BOARD IMPERATIVE

I. Institutional Effectiveness

FINANCIAL IMPLICATIONS

None.

Measure M and Non-Bond Demographics / Local Contracts Summary

December 2016

SBVC	Local On-Site Work Force	%	Non Local On-Site Work Force	%	Contract Total – Riverside County	Contract Total – San Bernardino County	Contract Total – Non Local	Wages - Local (monthly)	Wages - Non Local (monthly)
MEASURE M PROJECTS									
New Gymnasium/Stadium, (Gym)	41	69%	18	31%	4,531,008.85	15,699,082.84	28,288,781.08	47,414.04	9,775.14
Applied Technology Phase I(AT Ph.I)	0	0%	0	0%	413,251.50	11,036.25	558,099.00		
Applied Technology Phase II(AT Ph. II)	0	0%	0	0%		241,862.00			
Auditorium Renovation - Hardware Upgrades	0	0%	0	0%		379,484.00			
NON-BOND PROJECTS									
Lockdown Project		0%		0%			427,363.00		
TOTAL	41	69%	18	31%	\$ 4,944,260.35	\$ 16,331,465.09	\$ 29,274,243.08	\$ 47,414.04	\$ 9,775.14
						\$21,275,725.44	\$ 29,274,243.08		
						42%	58%		

CHC	Local On-Site Work Force	%	Non Local On-Site Work Force	%	Contract Total – Riverside County	Contract Total – San Bernardino County	Contract Total – Non-Local	Wages - Local (monthly)	Wages - Non Local (monthly)
MEASURE M PROJECTS									
Laboratory/Administrative Renovation (LADM)	41	65%	22	35%			9,687,636.40	118,722.43	42,532.58
Student Services A Renovation (SSA)	21	62%	13	38%		5,329,954.07		60,406.18	46,347.31
West Complex Classroom Building, TI (WCC)		0%		0%		208,000.00			
New Science Building, (NSB)		0%		0%	3,579,050.00	6,804,716.00	8,199,240.00		
Occupational Education #2, (OE2)		0%		0%	1,329,733.00	2,412,208.00	13,176,854.65		
PE Complex, (PEC)		0%		0%	-	852,800.00	3,658,270.00		
Performing Arts Center - Battery Inverter Sewer Ejector Controls	1	100%	0	0%		164,262.00		930.93	
TOTAL	63	64%	35	36%	\$ 4,908,783.00	\$ 15,771,940.07	\$ 34,722,001.05	\$ 180,059.54	\$ 88,879.89
						\$20,680,723.07	\$ 34,722,001.05		
						37%	63%		

SBCCD (District Office)	Local On-Site Work Force	%	Non Local On-Site Work Force	%	Contract Total – Riverside County	Contract Total – San Bernardino County	Contract Total – Non Local	Wages - Local (monthly)	Wages - Non Local (monthly)
HVAC Renovation		0%		0%			136,050.00		
TOTAL	0	0%	0	0%	\$ -	\$ -	\$ 136,050.00	\$ -	\$ -
						\$0.00	\$ 136,050.00		
						0%	100%		

DISTRICT WIDE WORKFORCE	Local On-Site Work Force	%	Non Local On-Site Work Force	%	Contract Total – Riverside County	Contract Total – San Bernardino County	Contract Total – Non-Local	Wages - Local (monthly)	Wages - Non Local (monthly)
TOTAL	104	66%	53	34%	\$ 9,853,043.35	\$ 32,103,405.16	\$ 64,132,294.13	\$ 227,473.58	\$ 98,655.03
DISTRICT GOAL	50.00%				\$41,956,448.51		\$64,132,294.13		
						40%	60%		

SUBCONTRACTORS	ALL SUBS	LOCAL	MBE	WBE	VOBE	VOSB	SDVBE	DVBE	TOTAL CERTIFIED SUBS
TOTAL FOR ALL PROJECTS	27	15	1					1	1
%	100%	56%	3.70%				3.70%		3.70%
DISTRICT GOAL	N/A	25.00%	25.00%				10.00%		

Note: This information is gathered from reports provided by the general contractors.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Lawrence P. Strong, Director of Fiscal Services
DATE: February 9, 2017
SUBJECT: Quarterly Investment Report

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

This report is submitted to the Board of Trustees pursuant to Government Code section 53646(b)(1) which states in part: "The treasurer or chief fiscal officer shall render a quarterly report to the chief executive officer, and/or the internal auditor and/or the legislative body of the local agency."

ANALYSIS

The report does not include funds deposited with the County of San Bernardino. Funds deposited with the County are subject to the County of San Bernardino Treasurer's Statement of Investment Policy and are available for review in the San Bernardino Community College District Fiscal Services office.

This report also does not include the General Fund, which is submitted to the Board of Trustees on a monthly basis in the information item, General Fund Cash Flow Analysis.

All other funds are managed in accordance with the District Investment Policy. Sufficient funds and projected incomes are available to meet the cash flow and expenditure needs of the District for the next six months.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.



Quarterly Investment and Deposit Report

Quarter Ending Dec. 31, 2016

Account	Amount	Interest	Type	Institution
General Fund				
Clearing Account	\$ 1,837,808.71	0.00	Checking	Citizens Business Bank, San Bernardino CA
Revolving Cash/Flex Fund	\$ 20,984.44	0.00	Checking	Citizens Business Bank, San Bernardino CA
	<u>\$ 1,858,793.15</u>			
Bond Fund (#256245)	\$ 37,020,781.16	0.00	Investment	Bank of New York Mellon, Los Angeles CA
Enterprise Funds				
Bookstore	\$ 1,254,757.91	0.00	Checking	Bank of America, Colton CA
Cafeteria	\$ 182,617.17	0.00	Checking	Bank of America, Colton CA
Bookstore CD (<i>due 4/2/2017</i>)	\$ 108,378.66	(y)0.40	CD	Inland Valley Bank, Redlands CA
	<u>\$ 1,545,753.74</u>			
Internal Service Funds				
Workers Comp	\$ 120,000.00	0.05	Checking	Union Bank, Los Angeles CA
Property & Liability	\$ 25,000.00	0.00	Checking	Bank of America, Concord CA
	<u>\$ 145,000.00</u>			
Trust Funds				
Financial Aid	\$ 117,403.86	0.00	Checking	Citizens Business Bank, San Bernardino CA
Cal Grant Financial Aid	\$ 605,303.95	0.05	Checking	Citizens Business Bank, San Bernardino CA
NDSL/Perkins	\$ 5,838.25	0.00	Checking	Citizens Business Bank, San Bernardino CA
Scholarships	\$ 27,720.98	0.20	Checking	Community Bank, Redlands CA
Emergency Loan	\$ 17,889.53	0.00	Checking	Community Bank, Redlands CA
SBVC Clubs/Trusts	\$ 201,510.45	0.00	Checking	Wells Fargo, San Bernardino CA
SBVC ASB	\$ 48,860.78	0.00	Checking	Wells Fargo, San Bernardino CA
CHC Clubs/Trust & ASB	\$ 254,067.32	0.00	Checking	Bank of America, Yucaipa CA
Scholarships	\$ 92,789.97	0.70	Money Market	Inland Valley Bank, Redlands CA
SBVC/CHC Student Rep Fee	\$ 97,958.24	0.00	Checking	Inland Valley Bank, Redlands CA
	<u>\$ 1,469,343.33</u>			
Total Checking, Savings & Investments	\$ 42,039,671.38			

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Vice Chancellor, Business & Fiscal Services
PREPARED BY: Brooke Duncan, CHC Senior Campus Manager, Kitchell/BRj, and Samir Shah, SBVC Senior Campus Manager, Kitchell/BRj
DATE: February 9, 2017
SUBJECT: Summary of Measure M Construction Contract Change Orders and Amendments

RECOMMENDATION

This item is for information only and no action is required.

OVERVIEW

All construction contract change orders and amendments are approved following a specific process of review by the construction manager, architect, program/project managers, and SBCCD staff. Nonessential changes are rejected and never receive approval. Any changes determined to be critical to the health of the project, required by the Division of the State Architect (DSA), and/or, of major benefit to the District are approved and implemented.

ANALYSIS

To date, total Measure M construction contracts, amendments and change orders, including those submitted at this board meeting, are as follows. A detailed report is attached.

Total Contracts Awarded	Total Contract Amendments	Revised Base Contract	Total Change Orders
\$183,790,239	\$1,323,068 0.72%	\$185,113,308	\$6,222,687 3.36%

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

This item is for information only. There are no financial implications.

Construction Change Summary

Measure M Construction Recap - All Projects

Contract Amendments

Campus	Original Contract Amount	Contract Amendments		Base Contract Amount	Cumulative Contract Amendments
		Previous	Pending		
CHC-Crafton Hills College	\$ 96,669,181.10	\$ 443,133.86	\$ -	\$ 97,112,314.96	0.46%
SBVC-San Bernardino Valley College	\$ 87,121,058.24	\$ 879,934.62	\$ -	\$ 88,000,992.86	1.01%
Totals for Contract Amendments	\$ 183,790,239.34	\$ 1,323,068.48	\$ -	\$ 185,113,307.82	0.72%

Change Orders

Campus	Base Contract Amount	Change Orders		New Contract Amount	Cumulative Change Orders (% of Base Contracts)
		Previous	Pending		
CHC-Crafton Hills College	\$ 97,112,314.96	\$ 2,974,955.88	\$ 14,278.64	\$ 100,101,549.48	3.08%
SBVC-San Bernardino Valley College	\$ 88,000,992.86	\$ 2,923,486.16	\$ 309,966.00	\$ 91,234,445.02	3.67%
Totals for Change Orders	\$ 185,113,307.82	\$ 5,898,442.04	\$ 324,244.64	\$ 191,335,994.50	3.36%

Construction Change Summary

Crafton Hills College - Campus Recap

PROJECTS	Original Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
Parking Lot/ADA/Lighting Improvem	\$ 6,211,902.68	\$ 404,093.32	\$ -	\$ 240,248.99	\$ -	\$ 6,856,244.99	3.63%
MATH AND SCIENCE ANNEX	\$ 2,328,227.49	\$ -	\$ -	\$ 140,990.00	\$ -	\$ 2,469,217.49	6.06%
MPOE/DATA RELOCATION	\$ 58,488.11	\$ -	\$ -	\$ 36,728.05	\$ -	\$ 95,216.16	62.80%
OLD LIBRARY DEMOLITION	\$ 1,123,414.05	\$ -	\$ -	\$ 3,502.49	\$ -	\$ 1,126,916.54	0.31%
SOLAR FARM	\$ 6,326,861.95	\$ -	\$ -	\$ 62,263.71	\$ -	\$ 6,389,125.66	0.98%
OE 2	\$ 16,654,554.24	\$ 38,321.93	\$ -	\$ 1,018,430.94	\$ -	\$ 17,711,307.11	6.10%
OE 1 Roofing Package	\$ 422,487.48	\$ -	\$ -	\$ (1,531.00)	\$ -	\$ 420,956.48	-0.36%
PE Complex	\$ 4,915,747.51	\$ 743.00	\$ -	\$ (97,924.41)	\$ -	\$ 4,818,566.10	-1.99%
Science Building	\$ 18,763,480.49	\$ -	\$ -	\$ 1,016,777.25	\$ -	\$ 19,780,257.74	5.42%
LADM Renovation	\$ 9,746,884.65	\$ -	\$ -	\$ 9,537.04	\$ 14,278.64	\$ 9,770,700.33	0.24%
Crafton Center	\$ 21,868,472.88	\$ -	\$ -	\$ 373,851.00	\$ -	\$ 22,242,323.88	1.71%
Student Services - A	\$ 5,363,708.20	\$ -	\$ -	\$ 64,204.79	\$ -	\$ 5,427,912.99	1.20%
Temporary Parking Lot	\$ 122,940.00	\$ -	\$ -	\$ 4,369.93	\$ -	\$ 127,309.93	3.55%
Chemistry/Health/Science/Classroom	\$ 539,417.39	\$ -	\$ -	\$ (2,516.00)	\$ -	\$ 536,901.39	-0.47%
M&O Renovation	\$ 1,295,092.83	\$ (24.39)	\$ -	\$ 82,238.50	\$ -	\$ 1,377,306.94	6.35%
Misc. Bond Improvements	\$ 393,574.80	\$ -	\$ -	\$ 7,186.67	\$ -	\$ 400,761.47	1.83%
Classroom Building	\$ 257,408.00	\$ -	\$ -	\$ 16,597.93	\$ -	\$ 274,005.93	6.45%
PAC Marquee	\$ 15,156.35	\$ -	\$ -	\$ -	\$ -	\$ 15,156.35	0.00%
Split System, NCC & NSB	\$ 97,100.00	\$ -	\$ -	\$ -	\$ -	\$ 97,100.00	0.00%
PAC Battery Inverter & Sewer Ejecto	\$ 164,262.00	\$ -	\$ -	\$ -	\$ -	\$ 164,262.00	0.00%
Churn II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

Construction Change Summary

TOTAL	\$ 96,669,181.10	\$ 443,133.86	\$ -	\$ 2,974,955.88	\$ 14,278.64	\$ 100,101,549.48	3.08%
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Construction Change Summary

TOTAL	\$ 393,574.80	\$ -	\$ -	\$ 7,186.67	\$ -	\$ 400,761.47	1.83%
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