#### 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:** July 13, 2017

**SUBJECT:** Consideration of Final Approval of Board Policies

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the Board Policies. Administrative Procedures are submitted for information and review for consistency with Board policies.

BP/AP 3310, BP/AP 3420, BP/AP 3560, AP 5030

#### **ANALYSIS**

The changes to the APs and BPs were submitted for First Reading on June 8, 2017.

#### **BOARD IMPERATIVE**

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

#### **FINANCIAL IMPLICATIONS**

None.





Origination: 05/2004
Last Approved: 05/2004
Last Revised: 05/2004
Next Review: 6 years after approval

Owner: Chancellor's Cabinet

Chancellor's Cabinet:

Policy Area: Chapter 3 General Institution

References:

### **BP 3310 Records Retention and Destruction**

(Replaces current SBCCD BP 3310)

The Chancellor shall establish administrative procedures to assure the retention and destruction of all District records,—including electronically stored information as defined by the Federal Rules of Civil Procedure—in compliance with Title 5. Such records shall include, but not be limited to student records, employment records, and financial records.

### References:

Title 5 Sections 59020 et seq.;

Federal Rules of Civil Procedure, Rules 16, 26, 33, 34, 37, 45

BP 3310 Records Retention and Destruction -

Comments

BP 3310 Records Retention and Destruction -

Legal Citations BP3310 - OLD.pdf

# Attachments:

Step Description	Approver	Date
Board of Trustees 1st reading	Board Board:	pending
District Assembly 2nd reading	District Assembly District Assembly: [SN]	05/2017
District Assembly 1st reading	District Assembly District Assembly: [SN]	04/2017
Chancellor's Cabinet	Chancellor's Cabinet Chancellor's Cabinet: [SN]	03/2017





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Last Revised: 02/2009
Next Review: 6 years after approval

Owner: Chancellor's Cabinet
Chancellor's Cabinet:

Policy Area: Chapter 3 General Institution

References:

### **AP 3310 Records Retention and Destruction**

(Replaces current SBCCD AP 3310)

From current SBCCD AP 3310 titled Records Retention and Destruction

### **DEFINITION OF RECORDS**

Records are defined as all records, maps, books, papers, data processing output, and documents of the District required by Title 5 to be retained, including but not limited to records created originally by computer and "electronically stored information" (ESI), as that term is defined by the Federal Rules of Civil Procedure.

Student records may be any item of information directly related to an identifiable student, other than directory information, which is maintained by a community college or required to be maintained by any employee in the performance of his *I er* her duties, whether recorded by handwriting, print, tapes, film, microfilm, or other means.

The following documents, listed under *California Code of Regulations*, Title 5, Section 59020, are not records and may be destroyed at any time:

- 1. Additional copies of documents beyond the original or one copy. (A person receiving a duplicated copy need not retain it.)
- 2. Correspondence between district employees that does not pertain to personnel matters or constitute a student record.
- 3. Advertisements and other sales material received.
- 4. Textbooks used for instruction, and other instructional materials, including library books, pamphlets, and magazines.

# RETENTION, TRANSFER, AND DESTRUCTION OF RECORDS

The Business Manager shall supervise the classification and destruction of records and ESI. The District must preserve ESI and ESI that is relevant to actual or potential litigation pursuant to the Federal Rules of Civil Procedure. The District shall comply with the Federal Rules of Civil Procedure and produce relevant ESI in the form in which it is ordinarily maintained and readily usable. An annual report shall be made to the Board of Trustees regarding the classification and destruction of records and ESI. An annual report shall be made to the Board of Trustees regarding the classification and destruction of records and ESI.

Email systems are not routinely backed up for future retrieval purposes, though back-ups may serve this purpose incidentally. Email users and those in possession of **D**district records in the form of electronic mail are cautioned to be prudent in their reliance on electronic mail for purposes of maintaining a lasting record. If long-term accessibility is required, electronic mail is to be transferred to a more lasting format.

#### Classification of Records

Records shall be classified as required by Title 5 and other applicable statutes and federal/state regulations. Records shall be classified as required by Title 5 and other applicable statutes and federal/state regulations.

#### 1. Prior Year Records

The Business Manager, in consultation with the Director, Internal Audits, shall review documents and papers received or produced during the prior college year and classify them as Class 1 - Permanent, Class 2 - Optional, or Class 3 – Disposable (as defined in Title 5) (as defined in Title 5).

#### 2. Records Not Classified Before July 1, 1976

All records not classified prior to July 1, 1976, are subject to the same review and classification as in "1." If such records are three or more years old and classified in Class 3 - Disposable, they may be destroyed without further delay, but in accordance with procedures for destruction.

#### 3. Current Year Records

Records originating during a current college year shall not be classified during that year.

#### 4. Continuing Records

Records of a continuing nature, i.e., active and useful for administrative, legal, fiscal, or other purposes over a period of years, shall not be classified until such usefulness has ceased.

#### 5. Microfilm Copy

Whenever an original Class 1 - Permanent record is photographed, microphotographed, or otherwise reproduced on film or electronically, the copy made is classified as Class 1 - Permanent. The original record, unless classified as Class 2 - Optional, may be classified as Class 3 - Disposable. It may then be destroyed in accordance with the California Administrative Code if the following conditions have been met:

- a. The reproduction was accurate in detail.
- b. The Business Manager has attached to or incorporated in the copy or system, a signed and dated certification of compliance with the provisions of the California Evidence Code (Section 1531), stating in substance that the copy is a correct copy of the original, or a specified part thereof, as the case may be.
- c. The copy was placed in an accessible location, and provision was made for preserving permanently, examining and using the same.
- d. In addition, if the record is photographed or microfilmed, the reproduction must be on film of a type approved for permanent, photographic records by the United States Bureau of Standards.

#### **Period of Retention of Records**

#### 1. Class 1 - Permanent Records

The original of each of the types of records listed below or one exact copy, when the original is required

by law to be filed with another agency, is a Class 1 - Permanent record. It shall be retained indefinitely, unless reproduced in accordance with #5 (Microfilm Copy) above.

#### a. Annual Reports:

- Official budget;
- 2. Financial report of all funds, including cafeteria and student body funds;
- 3. Audit of all funds;
- 4. Full-time equivalent student, including Period 1 and Period 2 reports; and
- 5. Other major annual reports, including:
  - a. Those containing information relating to property, activities, financial condition, or transactions; and
  - b. Those declared by board minutes to be permanent.

#### b. Official Actions:

- 1. Minutes of the board or committee thereof, including the text of a rule, regulation, policy, or resolution not set forth verbatim in minutes but included therein by reference only;
- 2. Elections, including the call, if any, for and the result (but not including detail documents, such as ballots) of an election called, conducted, or canvassed by the governing board for a board member, the board member's recall, issuance of bonds, incurring any long-term liability, change in maximum tax rates, reorganizations, or any other purpose; and
- 3. Records transmitted by another agency that pertain to that agency's action with respect to district reorganization.

#### c. Personnel Records of Employees.

- All detail records relating to employment, assignment, employee evaluations, amount, and dates
  of service rendered, termination or dismissal of an employee in any position, sick leave record,
  rate of compensation
- 2. Salaries or wages paid, deduction or withholdings made, and the person or agency to whom such amounts were paid. In lieu of the detail records, a complete proven summary payroll record for each employee of the school district containing the same data may be classified as Class 1 Permanent, and the detail records may then be classified as Class 3 Disposable.

#### d. Student Records:

- 1. The records of enrollment and scholarship for each student. Such records of enrollment and scholarship may include but need not be limited to:
  - a. name of student;
  - b. date of birth;
  - c. place of birth;
  - d. name and address of a parent having custody or a guardian, if the student is a minor;
  - e. entering and leaving date for each academic year and for any summer session or other extra session;
  - f. subjects taken during each year, half year, summer session, or quarter; and

- g. if grades or credits are given, the grades and number of credits toward graduation allowed for work taken.
- 2. All records pertaining to any accident or injury involving a student for which a claim for damages has been filed as required by law, including any policy of liability insurance relating thereto, except that these records cease to be Class 1 Permanent records, one year after the claim has been settled or after the applicable statute statute of limitations has run.

#### e. Property records:

All detail records relating to land, buildings, and equipment. In lieu of such detail records, a complete property ledger may be classified as Class 1 - Permanent, and the detail records may then be classified as Class 3 - Disposable, if the ledger includes:

- 1. All fixed assets;
- 2. An equipment inventory; and
- 3. For each unit of property, the date of acquisition or augmentation, the person from whom acquired, an adequate description or identification, and the amount paid, and comparable data if the unit is disposed of by sale, loss, or otherwise.

#### 2. Class 2 - Optional Records

Any record worthy of further preservation but not classified as Class 1 - Permanent, may be classified as Class 2 - Optional. It shall then be retained until reclassified as Class 3 - Disposable. If the Business Manager determines that classification should not be made annually, all records of the prior year may be classified as Class 2 - Optional, pending further review and classification within one year.

#### 3. Class 3 - Disposable Records

All records, other than continuing records not classified as Class 1 - Permanent or Class 2 - Optional, shall be classified as Class 3 - Disposable.

Generally, a Class 3 - Disposable record, unless otherwise specified, should be destroyed during the third school academic year after the school academic year in which it originated (e.g., 2002 - 03 plus three equals 2005 - 06). A Class 3 - Disposable record shall not be destroyed until after the third July 1 succeeding the completion of the audit required by the Education Code or of any other legally required audit. This also applies after the ending date of any retention period required by any agency other than the State of California, whichever date is later. Federal programs, including various student aid programs, may require longer retention periods and such program requirements shall take precedence over the requirements contained herein. A continuing record shall not be destroyed until the third year after it has been classified as Class 3 - Disposable.

#### 4. Statute of Limitations

In addition to periods of retention required by the Board of Governors, a district may desire for its own benefit to maintain some records at least beyond the statutory period for bringing suits upon these records. If the **Destrict** has any particular inquiry in placing any records in the proper classifications, the doubt should be resolved in favor of the longer retention period.

### **Destruction of Records - Community College Districts**

Records ordered for destruction shall be permanently destroyed by such foolproof methods as shredding, burning, or pulping; and such destruction shall be supervised by the chief executive officer or other designee.

### References:

California California Education Code, Sections 76220 – 76225, 76230 – 76234;

California Evidence Code 1531;

Title 5, Sections 16022, 16026, 16035, 54606, 54608, <del>59020 - 59029 **59020 et seq.**;</del> 59020 et seq.;

California State Administrative Manual, Section 1602;

Federal Rules of Civil Procedure, Rules 16, 26, 33, 34, 37, and 45;

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AP 3310 Records Retention and Destruction -

Comments

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Legal Citations AP3310 -OLD.pdf

### **Attachments:**

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Board of Trustees 1st reading	Board Board:	pending
District Assembly 2nd reading	District Assembly District Assembly: [SN]	05/2017
District Assembly 1st reading	District Assembly District Assembly: [SN]	04/2017
Chancellor's Cabinet	Chancellor's Cabinet Chancellor's Cabinet: [SN]	03/2017





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Owner: Chancellor's Cabinet

Chancellor's Cabinet:

Policy Area: Chapter 3 General Institution

References: Brand New - required

# **BP 3420 Equal Employment Opportunity**

NOTE: This policy and the corresponding procedure comply with Title 5 Section 53000 and Education Code Sections 87100 et seq., as amended in 2002. Because this remains a highly dynamic area of law, consultation with legal counsel in implementing this policy and procedure is advised.

The Board of Trustees supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized, and community colleges foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding and respect, harmony and respect, and suitable role models for all students. The Board therefore commits itself to promote the total realization of equal employment through a continuing equal employment opportunity program.

The Chancellor shall develop, for review and adoption by the Board, a plan for equal employment opportunity that complies with the Education Code and Title 5 requirements as from time to time modified or clarified by judicial interpretation.

Also see BP/AP 3410 titled Nondiscrimination and BP/AP 7100 titled Commitment to Diversity

### References:

Education Code Sections 87100 et seq.;

Title 5 Sections 53000 et seq.

ACCJC Accreditation Standard III.A.11

### Attachments:

No Attachments

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Board of Trustees 1st reading	Board Board:	pending
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Chancellor's Cabinet:

Policy Area: Chapter 3 General Institution

References: Brand New - required

# **AP 3420 Equal Employment Opportunity**

The District shall make a continuous good faith effort to comply with the requirements of the Equal Employment Opportunity Plan. The District shall make a continuous good faith effort to comply with the requirements of the Equal Employment Opportunity Plan.

#### **Employment Procedures** Employment Procedures

Job Analysis and Validation: The Vice Chancellor of Human Resources shall assure that a proper job analysis is performed for every job filled by the District to determine and validate the knowledge, skills, abilities, and characteristics an employee must possess to perform the job satisfactorily.

A statement of bona fide essential functions and minimum qualifications shall be developed for all positions.

Job Description: Every job description shall provide a general statement of job duties and responsibilities.

Job specifications shall include functions and tasks; knowledge; skills; ability; and job related personal characteristics, including but not limited to sensitivity to and understanding of the diverse academic, socioeconomic, cultural, linguistic, disability, and ethnic backgrounds of community college students.

Recruitment: Recruitment must be conducted actively within and outside of the District work force.

Open recruitment is mandated for all new full-time and part-time positions, except under limited circumstances involving interim hires.

Recruitment must utilize outreach strategies designed to ensure that all qualified individuals are provided the opportunity to seek employment with the District.

Recruitment for administrative and faculty positions (full and part-time) may include advertisement in appropriate professional journals, job registries and newspapers of general circulation; distribution of job announcements to the EEO Registry, K-12 districts, two and four year colleges, and graduate schools where appropriate candidates might be enrolled; recruitment at conferences, fairs, and professional meetings; notices to institutions and professional organizations.

Recruitment for classified positions shall include notice to all District personnel; notice to Employment Development Department; and advertising in area newspapers of general circulation.

Applicant Pools: The application for employment shall afford each applicant an opportunity to identify himself/ herself voluntarily as to gender, ethnicity and, if applicable, his/her disability. This information shall be maintained in confidence and shall be used only for research, validation, monitoring, evaluation of the effectiveness of the Plan, or as authorized by law.

After the application deadline has passed, the initial applicant pool shall be recorded and reviewed by the Chief Human Resources Officer or designee. All initial applications shall be screened to determine which candidates satisfy job specifications set forth in the job announcement. The group of candidates who meet the job specifications shall constitute the "qualified applicant pool."

Once the qualified applicant pool is formed, the pool must again be analyzed. If the Chief Human Resources Officer or designee finds that the composition of the qualified applicant pool may have been influenced by factors which are not job related, the District shall immediately, and before the selection process continues, consult with legal counsel to determine what, if any, corrective action is required by law.

**Screening and Selection:** Screening and Selection: Screening, selecting and interviewing candidates for all positions shall include thorough and fair procedures that are sensitive to issues of diversity. Procedures to be used must address or include that:

- · Hiring procedures will be provided to the State Chancellor's Office on request.
- · All tests conform to generally applicable legal standards for uniformity.
- · A reasonable number of candidates are identified for interview.
- Screening and selection committees are developed that are representative of the District community and campus; include administrators, faculty, and classified staff members; include a diverse membership when possible; do not include applicants or persons who have written letters of recommendation.
- Every screening and selection committee includes an individual trained to monitor conformance with EEO requirements. The Vice Chancellor of Human Resources assures that the screening and selection process conforms to accepted principles and practices, including preparation of job related questions in advance; maintains records of screening checklists and rating scales, which shall be signed and kept on file; maintains notes for all interviews and record relevant factual reasons stating why a candidate was not hired or was not invited to interview; and monitors the hiring process for adverse impact.
- · Selection shall be based solely on the stated job criteria.
- For faculty and administrative positions, candidates shall be required to demonstrate sensitivity to diversity in ways relevant to the specific position.

If the District determines that a particular monitored group is significantly underrepresented with respect to one or more job categories, the District shall take the following additional steps:

- · review its recruitment procedures;
- consult with counsel to determine whether there are other, additional measures that may be undertaken that are required or permitted by law;
- consider various other means of reducing the underrepresentation which do not involve taking monitored group status into account and implement any such techniques that are feasible;
  - If significant underrepresentation persists:
  - review each locally-established job qualification to determine if it is job related and
- · consistent with business necessity;
- discontinue the use of any non job-related local qualification; and
- · continue using job-related local qualifications only if no alternative standard is reasonably available; and

consider the implementation of additional measures designed to promote diversity.

#### **Delegation of Authority** Delegation of Authority

- The designation of a single person as the "EEO Officer" charged with overseeing the day-to-day implementation of the EEO Plan and programs.
- Processes and responsibilities when the EEO Officer is named in a complaint or implicated by the allegations in a complaint.

#### Complaint Procedure Complaint Procedure

The District must identify to the public and to the State Chancellor's Office an individual described in Title 5 as the "responsible District officer," responsible for receiving complaints. Informal charges of unlawful discrimination should be brought to the attention of the responsible District officer. The responsible District officer shall oversee the informal resolution process. The actual investigation of complaints may be assigned to other staff or to outside persons or organizations under contract. An outside investigator must be used when the responsible District officer is named in the complaint or implicated by the allegations in the complaint.

When a person brings charges of unlawful discrimination the officer must:

- · Undertake efforts to resolve the charge informally;
- Advise the complainant that he/she need not participate in an informal resolution of the complaint;
- · Notify the complainant of the procedures for filing a formal complaint;
- Notify the complainant that he/she may file a complaint with the Office of Civil Rights of the U.S.
   Department of Education.
- If the complainant, a student or an employee, files a formal complaint, the responsible District officer must also forward a copy of the complaint to the State Chancellor's Office.

A formal complaint not involving employment, must be processed if it is filed within one year of the date of the alleged unlawful discrimination or within one year of the date on which the complainant knew or should have known of the facts underlying the allegation.

A formal complaint alleging discrimination in employment must be filed within 180 days of the date of the alleged unlawful discrimination, unless the complainant first obtained knowledge of the facts of the alleged violation after the expiration of the initial 180 days.

The complaint must be filed by someone who alleges that he/she has personally suffered unlawful discrimination, or by someone who has learned about unlawful discrimination in his/her official capacity.

When a proper complaint is received, the District will begin an impartial fact-finding investigation, and notify the complainant and the State Chancellor's Office that it is doing so.

When the investigation is done, the results must be set forth in a written report. The written report must include a description of the circumstances giving rise to the complaint, a summary of the testimony of each witness, an analysis of any relevant data or other evidence collected during the investigation, a specific finding as to whether discrimination did or did not occur with respect to each allegation in the complaint, and any other appropriate information.

In any case that does not involve employment discrimination, the District must provide the State Chancellor's Office with a copy of the investigative report within ninety days from the date the District received the

complaint. The District must also provide the complainant with a copy or summary of the investigative report within ninety days from the date the District received the complaint. The State Chancellor's Office and the complainant must also be provided with a written notice setting forth the determination of the Vice Chancellor of Human Resources as to whether discrimination did or did not occur with respect to each allegation in the complaint; a description of action taken, if any, to prevent similar problems from occurring in the future; the proposed resolution of the complaint; and notice of the complainant's right to appeal to the District's Governing Board and the State Chancellor's Office.

In any case that involves employment discrimination, the District must provide the complainant with a copy or summary of the report, and with written notice setting forth the determination of the Vice Chancellor of Human Resources as to whether discrimination did or did not occur with respect to each allegation in the complaint; a description of action taken, if any, to prevent similar problems from occurring in the future; the proposed resolution of the complaint; and the complainant's right to appeal to the District's Governing Board and to file a complaint with the Department of Fair Employment and Housing.

If the complainant is not satisfied with the results of the administrative determination, the complainant must be given the opportunity to submit a written appeal to the governing board within fifteen days from the date of the notice of the administrative determination. The Board must review the original complaint, the investigative report, the administrative determination, and the appeal and must issue a final District decision within forty-five days of receiving the appeal.

In any case not involving employment discrimination, a copy of the final District decision must be promptly forwarded to the complainant and the State Chancellor's Office. The complainant must be notified of his/her right to appeal. In any case involving employment discrimination, a copy of the final District decision must be promptly forwarded to the complainant. The complainant must be notified of his/her to right to file a complaint with the Department of Fair Employment and Housing.

Where the Board does not act within forty-five days the administrative determination must be deemed approved and must become the final District decision. The District shall promptly notify the complainant and in cases not involving employment discrimination, the State Chancellor's Office, that the Board took no action and the administrative determination becomes the final District decision. In cases not involving employment discrimination, the complainant must be informed of his/her right to appeal the District's decision to the State Chancellor's Office. In cases involving employment discrimination, the complainant shall be notified of his/her right to file a complaint with the Department of Fair Employment and Housing.

In cases not involving employment discrimination, the complainant must be given the right to file a written appeal with the State Chancellor's Office within 30 days after the Board issues the final District decision, permits the administrative decision to become final or from the date that notice of the District's final decision was provided to the complainant pursuant to Section 59338(b) or (d), whichever is later.

The District should retain and make available the original complaint, and copies of the final decision or a statement indicating the date on which the administrative determination became final, the notice given to complainant, the complainant's appeal of the District's administrative determination, the investigative report and any other information the State Chancellor's Office may require.

#### Job Announcements Job Announcements

All job announcements shall contain a statement in substantially the following form: The District is an equal opportunity employer. The policy of the District is to encourage applications from ethnic and racial minorities, women, persons with disabilities, and Vietnam-era veterans. No person shall be denied employment because of ethnicity or race, color, sex or gender, gender identity, age, religion, marital status, disability, sexual

orientation, national origin, medical conditions, status as a Vietnam-era veteran, ancestry, or political or organizational affiliation.

#### Dissemination and Revision of the Plan Dissemination and Revision of the Plan

All managers and supervisors shall be given copies of the plan as revised from time to time and any guidelines for implementing the plan. Copies of the plan shall be provided to the Academic Senate and the exclusive representatives of any units of employees.

Statements of nondiscrimination shall be posted at locations where applications for employment are distributed.

Such plans shall be reviewed at least every three years and, if necessary, revised, and submitted to the State Chancellor's Office within 90 days of the effective date of the revision or amendment(s). If the State Chancellor's Office determines that the District's policies are not in compliance with Title 5 Sections 59300 et seq., the State Chancellor's Office may require the District to modify its policies.

#### Accountability and Corrective Action Accountability and Corrective Action

- The District shall certify annually to the State Chancellor that they have timely:
- Recorded, reviewed and reported the data required regarding qualified applicant pools;
- · Reviewed and updated, as needed, the Strategies Component of the District's EEO Plan; and
- Investigated and appropriately responded to formal harassment or discrimination complaints filed pursuant to subchapter 5 (commencing with Section 59300) of chapter 10 of this division.

## References: References:

Education Code Sections 87100 et seq.; Title 5 Sections 53000 et seq. and Sections 59300 et seq. ACCJC Accreditation Standard III.A.11

### Attachments:

No Attachments

Step Description	Approver	Date
Board of Trustees 1st reading	Board Board:	pending
District Assembly 2nd reading	District Assembly District Assembly: [SN]	05/2017
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Owner: Chancellor's Cabinet

Chancellor's Cabinet:

Policy Area: Chapter 3 General Institution

References:

# **BP 3560 Alcoholic Beverages**

(Replaces current SBCCD BP 3560)

The Chancellor is authorized to enact procedures as appropriate and permitted by law regarding serving alcoholic beverages on campus or at fund-raising events held to benefit non-profit corporations. Alcoholic beverages shall not be served on campus except in accordance with these procedures.

### References:

Business and Professions Code Section 25608; 34 Code of Federal Regulations Section 668.46(b)

### Attachments:

BP 3560 Alcoholic Beverages- Comments BP 3560 Alcoholic Beverages- Legal Citations BP3560 -OLD.pdf

Step Description	Approver	Date
Board of Trustees 1st reading	Board Board:	pending
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Owner: Chancellor's Cabinet

Chancellor's Cabinet:

Policy Area: Chapter 3 General Institution

References: Brand New - required

# **AP 3560 Alcoholic Beverages**

The possession, sale or the-furnishing of alcohol on campus is governed by California state law and these procedures. The possession, sale, consumption or furnishing of alcohol is and controlled by the California Department of Alcohol and Beverage Control. However, the enforcement of alcohol laws on-campus is the primary responsibility of the District Police Department. The campus has been designated "Drug"drug free and only under certain circumstances is the consumption of alcohol permitted. The possession, sale, manufacture or distribution of any controlled substance is illegal under both state and federal laws. Such laws are strictly enforced by the District Police Department. Violators are subject to disciplinary action, criminal prosecution, fine and imprisonment. It is unlawful to sell, furnish or provide alcohol to a person under the age of 21. The possession of alcohol by anyone under 21 years of age in a public place or a place open to the public is illegal. It is also a violation of this policy for anyone to consume or possess alcohol in any public or private area of campus without prior District approval. Organizations or groups violating alcohol or substance policies or laws may be subject to sanctions by the District.

Alcoholic beverages on campus are permitted if:

• The alcoholic beverage is beer or wine for use in connection with a course of instruction, sponsored dinner, or meal demonstration given as part of a culinary arts program at a community college campus, and the instructor or individual has been authorized to acquire, possess, use, sell, or consume it by the [designated person].

The alcoholic beverage is beer or wine for use in connection with a course of instruction, sponsored dinner, or meal demonstration given as part of a culinary arts program at a community college campus, and the instructor or individual has been authorized by the governing board to acquire, possess, use, sell, or consume it.

• A student at least 18 years of age tastes, but does not swallow or consume, beer or wine for educational purposes as part of the instruction in an enology or brewing degree program, and the beer or wine remains in the control of the instructor.

A student at least 18 years of age tastes, but does not swallow or consume, beer or wine for educational purposes as part of the instruction in an enology or brewing degree program, and the beer or wine remains in the control of the instructor.

• The alcoholic beverage is for use during a non-college event at a performing arts facility built on District property and leased to a nonprofit public benefit corporation.

The alcoholic beverage is for use during a non-college event at a performing arts facility built on District property and leased to a nonprofit public benefit corporation.

- The alcoholic beverage is wine produced by a bonded winery owned or operated as part of an instructional program in viticulture and enology.
  - The alcoholic beverage is wine produced by a bonded winery owned or operated as part of an instructional program in viticulture and enology.
- The alcoholic beverage is wine that is for use during an event sponsored by the District or [an organization operated for the benefit of the District] in connection with the District's instructional program in viticulture or the District's instructional program in enology.
  - The alcoholic beverage is wine that is for use during an event sponsored by the District, or an organization operated for the benefit of the District, in connection with the District's instructional program in viticulture or enology.
  - The alcoholic beverage is for use at a professional minor league baseball game played at a college stadium pursuant to a contract between the District and a professional sports organization.
- The alcoholic beverage is possessed, consumed, or sold, pursuant to a license or permit obtained for special events held at the facilities of a public community college during the special event. "Special event" means events that are held with the permission of the governing board of the community college district that are festivals, shows, private parties, concerts, theatrical productions, and other events held on the premises of the public community college and for which the principal attendees are members of the general public or invited guests and not students of the public community college.
  - The alcoholic beverage is possessed, consumed, or sold, pursuant to a license or permit obtained for special events held at the facilities of a public community college during the special event. "Special event" means events that are held with the permission of the governing board of the community college district that are festivals, shows, private parties, concerts, theatrical productions, and other events held on the premises of the public community college and for which the principal attendees are members of the general public or invited guests and not students of the public community college.
- The alcoholic beverage is acquired, possessed, or used during an event sponsored by the District or [an organization operated for the benefit of the District] at a community college-owned facility in which any grade from kindergarten to grade 12, inclusive, is taught, if the event is held at a time when students in any grades from kindergarten to grade 12, inclusive, are not present at the facility.
  - The alcoholic beverage is acquired, possessed, or used during an event sponsored by the District, or an organization operated for the benefit of the District, at a community college-owned facility in which any grade from kindergarten to grade 12, inclusive, is taught, if the event is held at a time when students in any grades from kindergarten to grade 12, inclusive, are not present at the facility.
- The alcoholic beverage is for use during a fundraiser held to benefit [a nonprofit corporation] that has
  obtained a license under the Business and Professions Code to do so provided that no alcoholic
  beverage can be acquired, possessed or used at a football game or other athletic contest sponsored by
  the District.
  - The alcoholic beverage is for use during a fundraiser held to benefit a nonprofit corporation that has obtained a license under the Business and Professions Code to do so provided that no alcoholic beverage can be acquired, possessed or used at a football game or other athletic contest sponsored by the District.

 The alcoholic beverage is acquired, possessed, or consumed pursuant to a license or permit obtained for special events held at facilities of a community college district at a time when pupils are not on the grounds. "Facilities" includes, but are not limited to, office complexes, conference centers, or retreat facilities.

The alcoholic beverage is acquired, possessed, or consumed pursuant to a license or permit obtained for special events held at facilities of a community college district at a time when pupils are not on the grounds. "Facilities" includes, but are not limited to, office complexes, conference centers, or retreat facilities.

As the population of San Bernardino and Riverside Counties is greater than 250,000, no alcoholic beverage is allowed at any professional minor league baseball game played on the District's athletic facilities.

### References:

Business and Professions Code Sections 24045.4, 24045.6, 25608, and 25658;

34 Code of Federal Regulations Section 668.46(b)

#### Attachments:

AP 3560 Alcoholic Beverages - Comments AP 3560 Alcoholic Beverages - Legal Citations

Step Description	Approver	Date
Board of Trustees 1st reading	Board Board:	pending
District Assembly 2nd reading	District Assembly District Assembly: [SN]	05/2017
District Assembly 1st reading	District Assembly District Assembly: [SN]	04/2017
Chancellor's Cabinet	Chancellor's Cabinet Chancellor's Cabinet: [SN]	03/2017



Current Status: Active PolicyStat ID: 2878640



 Origination:
 04/2004

 Last Approved:
 02/2016

 Last Revised:
 02/2016

 Next Review:
 08/2020

Owner: Academic Senates Academic

Senates:

Policy Area: Chapter 5 Student Services

References:

### BP 5030 Fees

#### (Replaces current SBCCD BP 5030 and BP 5033)

The Board of Trustees authorizes the following fees. All fees must comply with Education Code and Title 5 regulations. The Chancellor is responsible for establishing procedures for the collection, deposit, waiver, refund, and accounting for fees as required by law. The procedures shall also assure those who are exempt from or for whom the fee is waived are properly enrolled and accounted for. Fee amounts shall be published in the college catalogs or class schedules (Schedule of Classes.)

#### **Enrollment Fee** (Education Code Section 76300)

Each student shall be charged a fee for enrolling in credit courses as required by law.

#### Course Auditing Fees (Education Code Section 76370)

Persons auditing a course shall be charged a fee of \$15.00 per unit per semester. The fee amount shall be adjusted proportionally based upon the term length. Students enrolled in classes to receive credit for 10 or more semester credit units shall not be charged this fee to audit three or fewer units per semester.

#### Parking Fee (Education Code Section 76360)

Students *and employees* shall be required to pay a fee, in an amount not to exceed \$75.00 - annual permit; \$30.00 - one semester (\$20 BOGG student); \$15.00 - summer session; or \$2.00 - daily for parking services.

To encourage ridesharing, a student may certify in writing at the time of payment of the fee that he/she regularly has two or more passengers commuting with him/her.

#### Instructional Materials (Education Code Section 76365; Title 5 Sections 59400 et seq.)

Students may be required to provide required instructional and other materials for a credit or non-credit course, provided such materials are of continuing value to the student outside the classroom and provided that such materials are not solely or exclusively available from the District. (See BP/AP 5031 titled Instructional Materials Fees)

#### Physical Education Facilities (Education Code Section 76395)

Where the District incurs additional expenses because a physical education course is required to use nondistrict facilities, students enrolled in the course shall be charged a fee for participating in the course. Such fee shall not exceed the student's calculated share of the additional expenses incurred by the District.

#### **Student Representation Fee** (Education Code Section 76060.5)

Students will be charged a \$1 fee per semester to be used to provide support for student governmental affairs representation. A student may refuse to pay the fee for religious, political, financial or moral reasons and shall submit such refusal in writing.

#### **Student Transportation Costs** (Education Code Section 76361)

Students shall be charged a fee for the purpose of recovering transportation costs incurred by the District for services provided by common carriers to students. The fee shall be \$7.50 for 6 or more credits or \$7.00 for less than 6 credits. These fees will only paid by students who use the transportation services, unless a vote of the students in accordance with the Education Code establishes otherwise.

#### **Transcript Fees** (Education Code Section 76223)

The District shall charge a reasonable amount for furnishing copies of any student record to a student or former student. The Chancellor is authorized to establish the fee, which shall not to exceed the actual cost of furnishing copies of any student record. No charge shall be made for furnishing up to two transcripts of students' records, or for two verifications of various records. There shall be no charge for searching for or retrieving any student record.

#### International Students Application Processing Fee (Education Code Section 76142)

The District shall charge students who are both citizens and residents of a foreign country a fee to process his/ her application for admission. This processing fee and regulations for determining economic hardship may be established by the Chancellor. The fee shall not exceed the lesser of 1) the actual cost of processing an application and other documentation required by the U.S. government; or 2) one hundred dollars (\$100), which shall be deducted from the tuition fee at the time of enrollment.

#### Fee Refunds

The Board of Trustees authorizes refunds to be made according to administrative procedures established by the Chancellor. All refunds must comply with Education Code and Title 5 regulations, and the refund schedule shall be published in the college catalogs and class schedules.

### References:

Education Code Sections 76300 et seq., 76370, 76355, 76360, 76365, 76395, 76060.5, 76361, 76223, and 76142;

Title 5 Sections 59400 et seq., 58520 ACCJC Accreditation Standard I.C.6

### **Attachments:**

BP 5030 Fees - Comments
BP 5030 Fees - Legal Citations





Origination: 04/2013
Last Approved: 02/2016
Last Revised: 02/2016
Next Review: 6 years after approval

Owner: Academic Senates Academic

Senates:

Policy Area: Chapter 5 Student Services

References:

### AP 5030 Fees

(Replaces current SBCCD AP 5030 and AP 5033)

## Required fees include:

- Enrollment (Education Code Section 76300 and 76300.5; Title 5 Sections 58500 and 58509)
- Nonresident tuition with these permissive exemptions (Education Code Sections 76140 and 76140.5):
  - All nonresident students enrolling for 6 or fewer units; or
  - A student who is a citizen and resident of a foreign country who demonstrates financial need and this required exemption (Education Code Section 68130.5);
  - All students, other than nonimmigrant aliens under 18 U.S. Code Section 1101(a)(15), who meet the following requirements:
    - high school attendance in California for three or more years;
    - graduation from a California high school or attainment of the equivalent thereof;
    - registration or enrollment in a course offered for any term commencing on or after January 1,
       2002:
    - completion of a questionnaire form prescribed by the State Chancellor's Office verifying eligibility for this nonresident tuition exemption; and
    - in the case of a student without lawful immigration status, the filing of an affidavit that the student has filed an application to legalize his/her immigration status, or will file an application as soon as he/she is eligible to do so.

# Fees authorized by law include:

- Non-District physical education facilities (Education Code Section 76395)
- Noncredit courses (Education Code Section 76385)
- Community service courses (Education Code Section 78300)
- Auditing of courses (Education Code Section 76370)
- Instructional materials (Education Code Sections 73365, 81457, and 81458; Title 5 Sections 59400 and 59408)
- Athletic insurance (Education Code Section 70902(b)(9))
- Cross-Enrollment with the California State University (CSU) or University of California (UC) (Education Code Section 66753)
- Health (Education Code Section 76355)
- Parking (Education Code Section 76360)
- Transportation (Education Code Sections 76361 and 82305.6)

- Student representation (Education Code Section 76060.5; Title 5 Sections 54801 and 54805)
- Student Center (Education Code Section 76375; Title 5 Section 58510)
- · Copies of student records (Education Code Section 76223)
- Dormitory (Education Code Section 81670)
- Child care (Education Code Sections 79121 et seq. and 66060)
- Nonresident capital outlay (Education Code Section 76141)
- Nonresident application processing (Education Code Section 76142)
- Credit by Examination (Education Code Section 76300; Title 5 Section 55050)
- Use of facilities financed by revenue bonds (Education Code Section 81901(b)(3))
- Refund processing (Title 5 Section 58508)
- Telephone registration (Education Code Section 70902(a))
- Physical fitness test (Education Code Section 70902(b)(9))
- Instructional Tape Lease/Deposit (Education Code Section 70902(b)(9))
- Credit Card Use (Education Code Section 70902(b)(9))
- International Student Medical Insurance (Education Code Section 70902(b)(9))

### Prohibited fees include:

- · Late application (CCCCO Student Fee Handbook)
- Add/drop (CCCCO Student Fee Handbook)
- Mandatory student activities (CCCCO Student Fee Handbook)
- Student Identification Cards (CCCCO Student Fee Handbook)
- Student Body Organization (CCCCO Student Fee Handbook)
- · Nonresident application (CCCCO Student Fee Handbook)
- Field trip (Title 5 Sections 55450 and 55451)
- For dependents of certain veterans (Education Code Section 66025.3)
- For dependents of certain victims of the September 11, 2001, terrorist attacks (CCCCO Student Fee Handbook)
- For certain recipients of the Medal of Honor and certain children of the recipients of the Medal of Honor (Education Code Section 66025.3)
- Required or funded services (CCCCO Student Fee Handbook)
- Refundable deposits (CCCCO Student Fee Handbook)
- Distance education (other than the statutorily authorized enrollment fee) (CCCCO Student Fee Handbook)
- Mandatory mailings (CCCCO Student Fee Handbook)
- · Rental of practice rooms (CCCCO Student Fee Handbook)
- Apprenticeship courses (Education Code Section 76350)
- Technology fee (CCCCO Student Fee Handbook)
- Late payment fee (Title 5 Sections 58502 and 59410)
- Nursing/healing arts student liability insurance (Title 5 Section 55234)
- Cleaning (CCCCO Student Fee Handbook)
- Breakage (CCCCO Student Fee Handbook)
- Test proctoring (CCCCO Student Fee Handbook)

## **Collection and Refund of Fees**

A. Associated Students Discount Sticker\$9.00 - CHC

\$7.50 - SBVC

\$4.00 - Replacement for lost card

B. Breakage/Lost Property Fee

Replacement cost of item(s) broken or lost

C. Campus Center Fee

\$1.00/unit (not to exceed \$10 per fiscal year)

D. Capital Outlay Fee for Students on a Visa

\$41.00/unit

E. Catalog

\$6.00 - purchased on campus

F. Credit by Examination

\$20.00 plus class unit fee

G. Document Fee Handling

\$40.00 per hour for personnel time to find, retrieve, copy and re-file requested documents;

minimum charge of 1 hour

\$0.15 per side copy cost

Fees must be paid prior to document release

H. Enrollment Fee

\$46.00/unit - California Resident

\$162.00/unit - Non-California Resident

I. Insufficient Funds Check

\$15.00

J. International Student Application

\$25.00 (nonrefundable)

K. Key Deposit/Replacement

\$15.00 plus cost of rekeying if needed (metal/electronic key)

L. Learning Center Reproduction Fees, SBVC

\$0.20 - Laser printout: text, black and white printer

\$0.50 - Laser printout: graphics, black and white printer (over ½ page)

\$1.00 - Laser printout: graphics and/or text, color

\$2.00 - Scan text or graphics to disk, per scan

M. Library Fines - SBVC/CHC

\$0.10 - Books: per day for 50 days; after 50 days, bill \$5 fine plus the replacement value \$0.25 - Reserve Books/Multimedia: per hour to a maximum of the replacement value of the reserve materials; after 14 days, bill \$5 fine plus the replacement value

\$0.50 - Videos: per day for 50 days; after 50 days, bill \$5 fine plus the replacement value

\$0.10 - Per page for laser printout of Internet, CD ROM, Periodicals

\$2.00 - replacement for lost library card

N. Parking Permit Fees (students, faculty, and staff)

\$75.00 - annual permit

\$30.00 - one semester (\$20 BOGG student)

\$15.00 - summer session

\$2.00 - daily

#### O. Parking Violation Fees

\$ 50.00 - illegal parking

\$50.00 - decal violation

\$275.00 - handicap violation

#### P. Refund Processing Charge

A fee of \$10.00 will be charged for each refund transaction, not to exceed \$10.00 per student per semester as defined in the Fee Refund Policy.

#### Q. Replacement - Diploma/Certificate

\$10.00

#### R. Schedule of Classes

\$3.00 - mailed in U.S. only

#### S. Student Health and Accident Insurance

\$19.00 - per semester (includes \$1.50 accident insurance)

\$16.00 - summer session (includes \$1.50 accident insurance)

\$1.50 - accident insurance only

#### T. Student Representation

\$1.00

#### U. Supplemental Health Services Fee

\$10.00 - TB skin test (one-step test)

\$10.00 - TB skin test (two-step test)

At cost - All Vaccines

\$25.00 - Physical Exams

\$50.00 - DMV Physical Exams

At cost - Prescription medications

At cost - In-house Lab Tests

At cost - Lab Test sent to external lab

At cost - Optional Medical Procedures

At cost - Optional Medical Supplies

\$ 8.00 - Vision screening (Titmus vision tester)

\$ 2.00 per item - Duplication of medical records

\$10.00 - Hearing Screening (Audiometer)

At cost - Birth Control Pills

#### V. Testing Fees

At cost - Paramedic National Registry Testing

\$200.00 - Paramedic National Registry Testing

\$ 25.00 - Retest per skill

\$ 10.00 - CPR card

Repeat course from Career Tech Department

0.5 units - \$12.00

1.0 units - \$23.00

2.0 units - \$46.00

3.0 units - \$70.00

#### W. Transcripts/Verification

No cost - First two transcripts

\$10.00 - Additional transcripts

\$8.00 - 24-hour requests for transcripts

\$20.00 - Immediate requests for transcripts

\$5.00 plus cost - Online transcripts

#### X. Transportation Fee

Students registering for Spring or Fall semester to pay:

\$7.50 for 6 or more credits

\$79.00 for 6 or more credits

\$8.00 for less than 6 credits

#### Y. Crafton Hills College Recreation Fee

Students registering for CHC for Spring, Fall, or Summer semesters have the option to pay for the use of the aquatic and fitness centers:

\$8.00 per semester

### **Fee Refunds**

#### A. Designated Fees

This regulation covers the following fees:

- 1. Enrollment fee
- 2. Nonresident tuition
- 3. Parking fee
- 4. Health fee
- 5. Accident Insurance fee
- 6. Student Services Card fee
- 7. Student Center fee
- 8. Student Representation Fee
- 9. Capital Outlay Fee
- 10. Student Transportation Fee
- B. Conditions

If a refund is requested for parking or student services card fees, the parking decal or the student services card must be attached to the refund request.

C. Military Service Exception

If a student who is a member of an active or reserve military service receives orders compelling a withdrawal from courses, the District shall, upon petition and a copy of received orders of the affected student, refund the entire enrollment fee unless academic credit is awarded.

D. Refund Schedule

This refund schedule applies to all fees listed in Paragraph A, above.

1. Fees collected in error

Fees collected in error will be refunded in their entirety.

2. Class cancelled by the college

If a class is cancelled by the college, enrollment and/or non-resident tuition fees will be refunded in their entirety. If that cancellation results in a student's withdrawal from the college, refunds of the appropriate fees listed in Paragraph "A" will apply.

- 3. Withdrawal from the College
  - a. Enrollment Fee/Nonresident Tuition

If a student withdraws during the first two weeks of a full-term class or during the first 10% of a short-term class, enrollment fees or nonresident tuition fees will be refunded.

 Parking Fee, Health Fee, Accident Insurance Fee, Student Services Card Fee, Student Center Fee, Student Representation Fee, Capital Outlay Fee, Student Transportation Fee.

In order to be eligible for a refund, a student must withdraw prior to the first day of the term for a full-term class or prior to the first day of instruction for a short-term class.

4. Unit Reduction

If a change of program within the first two weeks of a full-term class or during the first 10% of a short-term class results in a reduction in the number of units taken, the enrollment fee or non-resident fee will be refunded at the per unit cost of the reduction.

- 5. A student who withdraws from a class or the college after the second week of instruction for a full-term class or the first 10% of a short-term class is not eligible for any refund.
- E. Refund Processing Fee

A charge of \$10 will be collected for each refund transaction not to exceed \$10 per student per semester, except for cancelled classes or over-payment.

### Waiver of Fees

The District may waive enrollment fees which were not collected in a previous session where the enrollment fees were not collected as a result of the District's error in awarding a Board of Governors Fee Waiver to an ineligible student and not through the fault of the student, and to collect the enrollment fee would cause the student undue hardship.

### References:

Education Code Sections 66025.3, 70902(b)(9), 76300, and 76300.5; Title 5 Sections 51012, 58520, 58629 California Community College Chancellor's Office (CCCCO) Student Fee Handbook ACCJC Accreditation Standard I.C.6

### Attachments:

AP 5030 Fees- Comments
AP 5030 Fees- Legal Citations

#### **Approval Signatures Step Description Approver** Date Board of Trustees 1st Reading Board Board: pending District Assembly receives for information only District Assembly District Assembly: [SN] 05/2017 Academic Senates Academic Senates Academic Senates: [SN] 05/2017 Chancellor's Cabinet Chancellor's Cabinet Chancellor's Cabinet: [SN] 05/2017

#### 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:

July 13, 2017

SUBJECT:

Consideration of Approval to Accept Board Policies for First Reading

#### **RECOMMENDATION**

It is recommended that the Board of Trustees accept Board Policies for first reading. Administrative Procedures are submitted for information and review for consistency with Board policies.

BP/AP 2410, BP 2200

#### **OVERVIEW**

The changes to these policies include requirements of the Education Code and current law.

The SBCCD has a process of continuous review of its Board Policies and Administrative Procedures to ensure compliance with Title 5, California Education Code and current district/college needs.

#### **ANALYSIS**

The Board may adopt policies authorized by law or determined to be necessary for the efficient operation of the district per Board Policy 2410.

The attached Administrative Procedures have been modified and or reviewed and have gone through the collegial consultation process per Board Policy 2410.

#### **BOARD IMPERATIVE**

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

#### **FINANCIAL IMPLICATIONS**

None.





Origination: 01/2001 Last Approved: 01/2016 Last Revised: 01/2016

Board Board:

Next Review: 6 years after approval Owner:

Policy Area: Chapter 2 Board of Trustees

References:

# **BP 2200 Board Duties and Responsibilities**

(Replaces SBCCD BP 2000 and BP 2270)

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

The Board is committed to fulfilling its responsibilities to:

- Represent the public interest
- · Establish policies that define the institutional mission and set prudent, ethical and legal standards for college operations
- · Select, hire, and evaluate the Chancellor
- Delegate power and authority to the Chancellor to effectively lead the District
- · Assure fiscal health and stability
- Monitor institutional performance and educational quality
- Advocate and protect the District
- Establish, as necessary, board ad hoc and standing committees

The Board is committed to excellence and effectiveness in all the operations and entities that comprise the District. It is committed to student access, retention and success and to prudent management of all the District's resources. The Board strives for and expects informed and excellent governance and leadership from themselves and from all the key leaders of the District.

To that end, the Board has established four Institutional Values that are adopted by the Board Imperatives: each year.

- **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

The Board directs the Chancellor to ensure that each entity of the District develops and meets goals to ensure that the Board's Imperatives Institutional Values are met.

In addition, the Board of Trustees is committed to fulfilling the following duties and responsibilities:

#### A. General

Select the Chancellor of the District.

- Approve the college calendar and determine which holidays to observe and on what days to observe them within the framework of providing the necessary number of days of instruction to qualify for state apportionment. The calendar shall be established after consultation with the District constituencies.
- 3. Consider communications and requests from citizens or organizations on matters of administration and policy.
- 4. Provide auxiliary services necessary to achieve the purposes of the community college.
- 5. Approve and provide such classes, programs and facilities under the provisions of the Community Service Act and the Civic Center Act as deemed appropriate.
- 6. Notify the Board President or Chancellor when a member shall be absent from a Board meeting. Such notification shall be given as far in advance of the meeting as possible.
- 7. Evaluate annually, in writing, the Chancellor's performance using selected evaluation instruments.
- 8. Evaluate annually, in writing, the Board of Trustees performance using selected evaluation instruments.
- 9. Review, change, and approve board policies as deemed necessary.

#### B. Business

- 1. Establish policies and approve long-range master plans for facilities, and submit such plans to the Board of Governors for review and approval.
- 2. Determine and control the District budget and present the budget to County appropriate authorities.
- 3. Consider reports of the financial condition of the District.
- 4. Provide for periodic audit of funds of the District as provided by law, including those of student organizations, food services, bookstores, and others handled under the supervision of the District.
- 5. Authorize expenditures of funds and approve payment for authorized purchases.
- 6. Manage and control District property.
- 7. Contract for the procurement of such goods and services as authorized by law.
- 8. Receive and administer gifts, grants, and scholarships.

#### C. Educational

- 1. Establish policies for, and approve, current and long-range educational plans and programs, and promote orderly growth and development of the colleges within the District.
- 2. Establish academic standards, probation and dismissal and readmission policies, and graduation requirements not inconsistent with the minimum standards adopted by the Board of Governors.
- 3. Approve courses, programs of instruction, and certificate and graduation requirements.
- Establish ad hoc citizen advisory committees and curricular or career and technical advisory committees, and appoint, upon the recommendation of the Chancellor, the members of such committees.

#### D. Personnel

- 1. Employ and assign all personnel.
- 2. Establish employment practices, salaries, and benefits for all employees.

- 3. Serve as a Board of final appeal for employees and the public.
- 4. Act upon the recommendations of the Chancellor pertaining to the appointment or dismissal of District employees.

#### E. Students

- 1. Establish such student fees as authorized by law.
- 2. Establish rules and regulations governing student conduct.
- 3. Serve as a final appeal for complaints regarding administrative actions against students, employees, and citizens of the District. The Board shall serve in its appellate role for students, employees, and citizens only after a decision on the matter in contention has been made by administrative action and then upon the basis of a request for reconsideration of the matter to the Board. Appeals on grievances and discipline matters of bargaining unit members will be handled in accordance with the Collective Bargaining Agreements.

### References:

ACCJC Accreditation Standard IV (formerly IV.B.1.d); Education Code Section 70902

### Attachments:

BP 2200 Board Duties and Responsibilities - Comments

BP 2200 Board Duties and Responsibilities - Legal Citations

Step Description	Approver	Date
Board of Trustees 1st reading	Board Board:	pending
District Assembly 2nd reading	District Assembly District Assembly: [SN]	06/2017
District Assembly 1st reading	District Assembly District Assembly: [SN]	06/2017
Chancellor's Cabinet	Chancellor's Cabinet Chancellor's Cabinet: [SN]	06/2017





 Origination:
 10/2010

 Last Approved:
 02/2017

 Last Revised:
 02/2017

Next Review: 6 years after approval

Owner: Board Board:

Policy Area: Chapter 2 Board of Trustees

References:

# **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.

In matters relating to Board Policies in Chapter 2 (not including AP/BP 2510), the Board will submit board policies and policy changes to the District Assembly for information only.

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. [SN1]-Administrative procedures are forwarded to the Board of Trustees. The Board reserves the right to direct revisions of the administrative procedures should they, in the Board's judgementjudgment, 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; ACCJC Accreditation Standards IV.C.7, IV.D.4, I.B.7, and I.C.5 (formerly IV.B.1.b & e)

[SN1]DA recommended striking the last sentence on lines 32-33 as it is addressed in lines 27-31.

### **Attachments:**

BP 2410 Board Policies & Admin Procedures -Comments BP 2410 Board Policies & Admin Procedures -Legal Citations

Step Description	Approver	Date
Board of Trustees 1st reading	Board Board:	pending
District Assembly 2nd reading	District Assembly District Assembly: [SN]	06/2017
District Assembly 1st reading	District Assembly District Assembly: [SN]	06/2017
Chancellor's Cabinet	Chancellor's Cabinet Chancellor's Cabinet: [SN]	06/2017





 Origination:
 10/2011

 Last Approved:
 12/2014

 Last Revised:
 12/2014

Next Review: 6 years after approval
Owner: Board Board:

Policy Area: Chapter 2 Board of Trustees

References:

# AP 2410 Board Policies and Administrative Procedures

#### (Replaces SBCCD AP 2045)

Pursuant to Education Code Section 70902(a)(1), the Board of Trustees shall establish, maintain, operate, and govern one or more community colleges in accordance with law. In so doing, the Board of Trustees may initiate and carry on any program or activity, or may otherwise act, in any manner that is not in conflict with, inconsistent with, or preempted by, any law, and that is not in conflict with the purposes for which community college districts are established.

The Chancellor, through the Collegial Consultation process, has the authority to propose new Board Policies and Administrative Procedures. Review of the policies designated in the 6-year cycle shall begin in October.

At the beginning of each academic year, the Chancellor will notify the appropriate parties of the chapters or specific BPs or APs to be reviewed.

Responsibility for the review process is as follows:

- Chapter 1: Board of Trustees and the Chancellor
- Chapter 2: Board of Trustees and the Chancellor
- Chapter 3: Chancellor and Chancellor's Cabinet
- Chapter 4: Vice-Presidents of Instruction, Student Services, and Academic Senate Presidents
- Chapter 5: Vice-Presidents of Instruction, Student Services, and Academic Senate Presidents
- Chapter 6: Vice-Chancellor of Fiscal Services and Vice-Presidents of Administrative Services
- Chapter 7: Vice-Chancellor of Human Resources

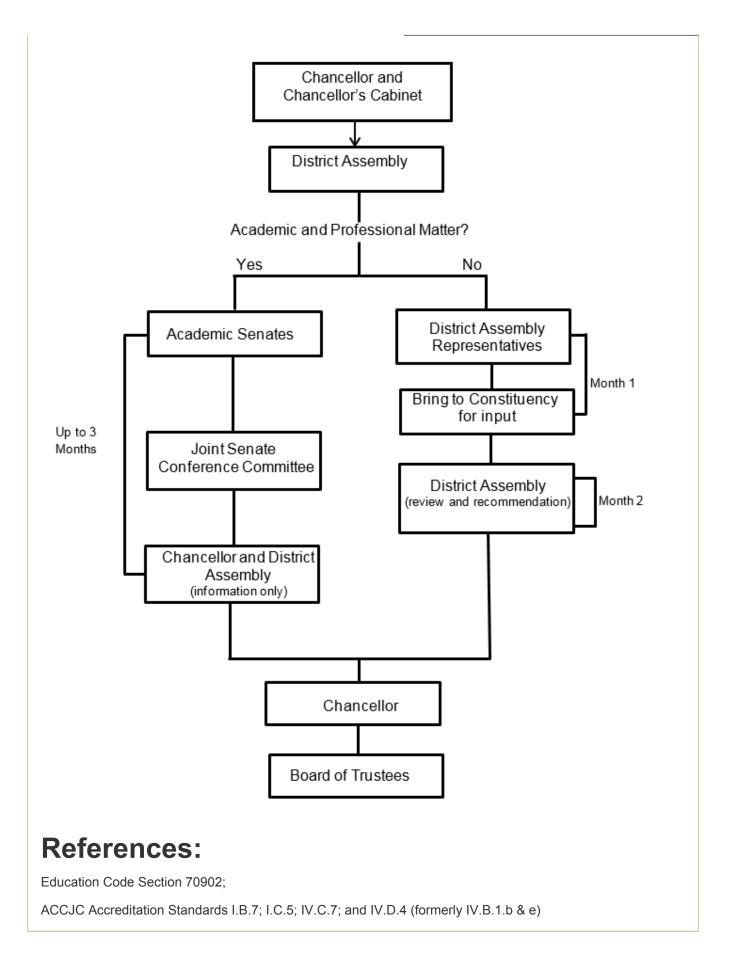
It is incumbent on the Academic Senates to engage the campus community as appropriate.

The process for developing or changing Board Policies and/or Administrative Procedures is outlined below:

- 1. A proposal for a new Board Policy or a change in a current Policy or Administrative Procedure may be submitted by any interested party. A proposal must be submitted in writing to the Chancellor and shared with the Board of Trustees.
- 2. Updates to APs and BPs will be reviewed when forwarded from the Community College League of California (CCLC).

- 3. Following review by the Chancellor, the proposal will be shared with Chancellor's Cabinet and the Chancellor will make the recommendation to District Assembly and forward to the Academic Senate presidents to determine whether either believes the proposal is an "academic and professional matter."
- 4. If the Chancellor and Academic Senates agree that the proposal is deemed to be an academic and professional matter within the meaning of Section 53200(c) of Title 5 of the California Code of Regulations:
  - a. The proposal will be submitted to the Academic Senates on both campuses, which will have up to 3 months to review and suggest appropriate changes to the proposal, in accordance with Title 5 and relevant state regulations.
  - b. After the Senates have completed their review, a Joint Senate Conference Committee, with representatives from each Academic Senate, will confer to reconcile any differences within 30 days.
  - c. The proposal will then be submitted to the Chancellor and the District Assembly as an information item.
  - d. The Chancellor will review the recommendation from the Academic Senate and will forward to the Board for approval. The Chancellor will submit the Academic Senates' changes to Administrative Procedures to the Board for information only.
- 5. If the Chancellor and Academic Senates agree that the proposal is deemed not to be an academic and professional matter within the meaning of Section 53200(c) of Title 5 of the California Code of Regulations:
  - a. The proposal will be submitted to the District Assembly for review and recommendation. The proposal will simultaneously be submitted to the Academic and Classified Senates as an information item.
  - b. The District Assembly may, when appropriate, assign a subcommittee which will review and respond to the proposal.
  - c. After the subcommittee has completed its review, their response will be submitted to the District Assembly within two months.
  - d. The recommendation will be submitted to the Chancellor. If the proposal concerns a Board Policy, the Chancellor will submit it to the Board for a first reading and/or approval.
- 6. If the Chancellor and Academic Senates do not agree that the proposal is deemed not to be an academic and professional matter within the meaning of Section 53200(c) of Title 5 of the California Code of Regulations, the Chancellor, with concurrence with the Board, may overrule the determination by an Academic Senate that a policy or procedure is indeed an "academic and professional matter" within the meaning of Section 53200(c) of Title 5 of the California Code of Regulations.

Flow Chart for Changes to Board Policies or Administrative Procedures



AP 2410 Board Policies & Admin

**Procedures - Comments** 

AP 2410 Board Policies & Admin

**Procedures - Legal Citiations** 

AP 2410 Board Policies & Admin

Procedures - revised.docx

AP 2410 Board Policies & Admin

Procedures-with Rejected Changes -

Comments

Flow Chart for Changes to Board Policies or

**Administrative Procedures** 

Image 01

# **Approval Signatures**

**Attachments:** 

Step Description	Approver	Date
Board of Trustees 1st reading	Board Board:	pending
District Assembly 2nd reading	District Assembly District Assembly: [SN]	04/2017
District Assembly 1st reading	District Assembly District Assembly: [SN]	04/2017
Chancellor's Cabinet	Chancellor's Cabinet Chancellor's Cabinet: [SN]	04/2017

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Bruce Baron, Chancellor

**REVIEWED BY:** Bruce Baron, Chancellor

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

Dr. Glen Kuck, Associate Vice Chancellor, Technology and Educational

**Support Services** 

**DATE:** July 13, 2017

**SUBJECT:** Consideration of Approval of Board of Trustees Strategic Directions for

2017-2018

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the attached Strategic Directions for 2017-2018.

#### **OVERVIEW**

At its May 2017 retreat, the Board of Trustees discussed the need to develop a set of strategic directions. The directions are to be reflective of the Board's priorities and incorporate the 2017 Comprehensive Master Plan.

#### **ANALYSIS**

The attached Strategic Directions have been developed for review and approval by the Board of Trustees. They are based on Board discussions and the 2017 Comprehensive Master Plan which establishes clear strategic directions, goals and recommendations for the Colleges, District Services, KVCR and EDCT for the next five years.

#### **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

There are no financial implications associated with the approval of this board item.



## BOARD OF TRUSTEES STRATEGIC DIRECTIONS FOR 2017- 2018

- 1. Increase Student Success (Education Master Plan [EMP] for both colleges + district)
  - a. Create a structured approach to increase student success.
  - b. Adopt best practices from the Guided Pathways program and integrate funding from SSSP, basic skills, and student equity.
- 2. Increase Access (EMP for both colleges + district)
  - a. Increase the college-going rate in our service area.
  - b. Maximize credit FTES, non-credit FTES and international program while maintaining an acceptable productivity level at both colleges.
- 3. Increase Institutional Effectiveness (EMP for both colleges + district)
  - a. Implement districtwide integrated planning process.
- 4. Align EDCT Goals with District & College Goals (EMP for district)
  - a. EDCT to support the expansion of grant development, contract education, non-credit and not-for-credit courses.
- 5. Align KVCR Goals with District & College Goals (EMP for district)
  - a. KVCR to re-evaluate its goals to become an integrated asset of the district and the colleges.
- 6. Continuously Improve District Systems to Increase Administrative and Operational Efficiency and Effectiveness (EMP for both colleges + district)
  - a. Evaluate Board Policies and Administrative Procedures to streamline processes, create efficiencies and increase support to colleges.
- 7. Develop a Strategy to Address the Facilities Master Plan (FMP)
- 8. Maintain Financial Sustainability
  - a. Invest FCC auction proceeds in a manner that serves the region for years to come.
  - b. Maintain a minimum Fund Balance level of 12%.
- 9. Promote Professional Development (EMP for both colleges)
  - a. Establish and implement a plan that incorporates district systems/operations training, onboarding training, professional leadership, professional growth and succession planning.



## 2017 COMPREHENSIVE MASTER PLAN STRATEGIC DIRECTIONS & GOALS



# Strategic Directions + Goals STRATEGIC DIRECTIONS + GOALS

4

#### **INCREASE ACCESS**

Goal: SBVC will improve the application, registration, and enrollment procedures for all students.

#### Supporting Actions:

- Match the number of basic skills courses to student demand
- Increase the number of accelerated basic skills courses
- > Provide more pre-assessment workshops
- Improve the assessment process for more accurate placement
- Establish and maintain partnerships with community organizations, K-12 systems, and adult schools
- > Explore and expand online advising opportunities
- Improve access to transfer, CTE Certificate, and other courses needed for graduation
- Create better balance between transfer and CTE program offerings
- Improve access to technology

Supporting Institutional Learning Outcomes:

, 1, 2, 3

#### PROMOTE STUDENT SUCCESS

Goal: SBVC will increase course success, program success, access to employment, and transfer rates by enhancing student learning.

#### Supporting Actions:

- Increase the percentage of students who succeed in basic skills courses
- Promote and increase the number of students in learning communities
- > Expand the use of early alert systems (i.e. SARS)
- Improve performance on all Student Success Scorecard measures
- Increase the use of low-cost and free online resources
- Maintain up-to-date curriculum that is relevant to community needs
- > Encourage greater full-time enrollment
- Use Student Learning Outcomes (SLOs) and Service Area Outcomes (SAOs) in an ongoing, systematic cycle of continuous quality improvement
- Increase the number of students with terminal education plans
- Establish and maintain an appropriate ratio of fulltime to part-time faculty
- Increase the number of grant opportunities to support student success

Supporting Institutional Learning Outcomes:

, 1, 2, 3, 4, 5

## 3

#### IMPROVE COMMUNICATION, CULTURE + CLIMATE

Goal: SBVC will promote a collegial campus culture with open line of communication between all stakeholder groups on and off-campus.

#### Supporting Actions:

- Promote a sense of community and solidarity within the campus and embrace diversity (students, faculty and staff)
- Promote budgetary transparency
- Disseminate College Committee meeting minutes and all plans online
- Build community recognition and networks by capitalizing on the College community roots
- Expand and enhance local business and community awareness of the College
- Establish a College historical archive that is accessible online
- Build a stronger relationship with the SBVC foundation
- Ensure exceptional customer service in all campus offices
- Work with the District to streamline and expedite campus hiring practices
- Improve campus morale

Supporting Institutional Learning Outcomes:

•



## MAINTAIN LEADERSHIP + PROMOTE PROFESSIONAL DEVELOPMENT

Goal: SBVC will maintain capable leadership and provide professional development to a staff that will need skills to function effectively in an evolving educational environment.

#### Supporting Actions:

- Reduce manager turnover fewer interims and more permanent managers
- Improve access to a wide variety of professional development activities/organizations
- Maintain a personal achievement inventory for faculty and staff
- Establish partnerships with neighboring community colleges

Supporting Institutional Learning Outcomes:

4, 5



#### **EFFECTIVE EVALUATION + ACCOUNTABILITY**

Goal: SBVC will improve institutional effectiveness through a process of evaluation and continuous improvement.

#### Supporting Actions:

- Maintain up-to-date information on campus indicators, including evaluation data on support/ retention programs and accreditation self study evidence
- Improve and maintain effective Program Review procedures
- Evaluate and update all campus level plans on a regular cycle
- Produce and present annual reports that assess student success
- Measure satisfaction with assessment and placement
- Manage grant expenditures and align them with grant objectives

Supporting Institutional Learning Outcomes:

**1**, 2, 3, 4, 5



#### PROVIDE EXCEPTIONAL FACILITIES

Goal: SBVC will support the construction and maintenance of safe, efficient, and functional facilities and infrastructure to meet the needs of students, employees and the community.

#### Supporting Actions:

- Conserve resources
- Maintain a safe and secure environment
- Improve campus signage
- Continue with the facilities improvement plan (Implementation of the Facilities Master Plan)
- > Develop and maintain adequate parking
- Provide exemplary technology and support while maintaining fiscal and environmental responsibilities

Supporting Institutional Learning Outcomes:

4

\*SBVC's Institutional Learning Outcomes (ILOs) can be found in the Appendix.



## 2017 COMPREHENSIVE MASTER PLAN STRATEGIC DIRECTIONS & GOALS



1

#### PROMOTE STUDENT SUCCESS

Crafton Hills College students encounter life-changing experiences that promote their academic success, career advancement, and personal development.

- 1.1 Support, guide, and empower every student to achieve their goals.
- 1.2 Use every area on campus to promote student learning

#### How?

- Excellent teaching and critical thinking skills lead to high student success rates. Professional development programs geared to best practices will be offered for full and part-time faculty. Instruction and student support activities will support critical thinking, written, and oral communication.
- Target measures may include student satisfaction surveys, employee satisfaction surveys, course success, and student learning outcomes assessments.

#### **BUILD CAMPUS COMMUNITY**

College structures, processes, and groups are inclusive, celebrating diversity, and nurturing relationships.

- 2.1 Promote inclusiveness and community.
- 2.2 Seek, respect, and celebrate diversity.

#### How?

- With the belief that the feeling of inclusiveness increases engagement and life/job satisfaction, Crafton Hills College will undertake deliberate programmatic activities and events to ensure students and staff feel included and important.
- Target measures may include demographic diversity, student satisfaction surveys, and employee satisfaction surveys.

#### **DEVELOP TEACHING + LEARNING PRACTICES**

Crafton Hills College promotes innovative and effective teaching and learning strategies.

- 3.1 Develop a culture of mastery in teaching.
- 3.2 Teach students to be great learners.

#### How?

- Excellent teaching and critical thinking skills lead to high student success rates. Professional development programs geared to best practices will be offered for full and part-time faculty. Instruction and student support activities will support critical thinking, written and oral communication.
- Target measures may include student satisfaction surveys, employee satisfaction surveys, course success, and student learning outcomes assessments.

#### **EXPAND ACCESS**

Crafton Hills College is dedicated to increasing the community's college-going rate and will promote equitable access to higher education.

- 4.1 Promote a college-going culture in the core service area.
- 4.2 Increase college capacity to serve the core service area.

#### How?

- The College wants to increase the education levels in the Inland Empire by sharing the advantages of a college degree through outreach events, high school relations, and K-12 and community partnerships. Crafton Hills College will also focus on expanding access by providing classes and services in times and ways that are convenient to students.
- Target measures may include head count, FTES, demographic diversity, and the number of students choosing Crafton Hills College as their college.



## ENHANCE VALUE TO THE SURROUNDING COMMUNITY

Crafton Hills College is actively engaged with the surrounding community.

- 5.1 Be recognized as the college of choice in the communities we serve.
- 5.2 Expand the reputation of Crafton Hills College as an essential partner and valued asset.
- 5.3 Distinguish Crafton Hills College as a respected resource for local employers and the workplace.

#### How?

- Crafton will help promote a culture of educational value throughout the community by highlighting the importance of a higher education in the workforce and beyond. The College will participate in and lead partnerships with area employers and provide valued services to the community. The Crafton Hills College Foundation will act as ambassadors for the College, promoting education and College resources.
- Target measures may include demographic diversity, the number of students choosing Crafton Hills College as their college, and job placement rates.



#### PROMOTE EFFECTIVE DECISION MAKING

Crafton Hills College uses decision making processes that are effective, efficient, transparent, and evidence-based.

- 6.1 Value and engage in shared governance.
- 6.2 Promote a culture of evidence-based decision making.
- 6.3 Implement college-wide integrated planning.

#### How?

- Crafton relies on data and collegial participation to inform decisions. Crafton Hills College will continue to encourage participation in committee work at all levels, and emphasize research and data in college planning.
- Target measures may include employee satisfaction surveys and committee evaluations.

## Plan Overview STRATEGIC DIRECTIONS (cont.)

#### **DEVELOP PROGRAMS + SERVICES**

Crafton Hills College is committed to providing excellent and responsive programs and services.

- 7.1 Improve and expand services.
- 7.2 Improve and expand programs.

#### How?

- To meet the needs of the workforce and our community, Crafton Hills College will provide educational programs that lead to transfer to a four-year institution or a viable career, life-long learning, and skills building. Crafton Hills College will align program offerings with community needs and provide the appropriate services to our diverse student body.
- Target measures may include head count, FTES, number of degrees and certificates awarded, student satisfaction surveys, and the number of employees.

#### SUPPORT EMPLOYEE GROWTH

Crafton Hills College is committed to developing the full potential of every employee.

8.1 Become an organization that embraces a culture of continuous learning.

#### How?

- Crafton Hills College will continue to provide and enhance opportunities for its employees to grow professionally and be happy working here. Steps to achieve that will include professional development activities, mentoring, and developing hiring and evaluation practices that support employee growth.
- Target measures may include employee satisfaction surveys and committee evaluations.



#### **OPTIMIZE RESOURCES**

Crafton Hills College develops, sustains, and strengthens its resources.

- 9.1 Plan for growth and align resources.
- 9.2 Value the Crafton Hills College environment.
- 9.3 Support the implementation of streamlined processes.

#### How?

- Crafton Hills College is aiming to become a comprehensive community college with 5,300+ FTES. To achieve and sustain that role, Crafton Hills College will refine its budgetary needs, continue to seek special-purpose funding for priority populations and needs, streamline processes to increase operational efficiencies, and ensure the College's growth, while sustaining its beautiful campus.
- Target measures may include employee satisfaction surveys, student satisfaction surveys, and class fill rates.



## 2017 COMPREHENSIVE MASTER PLAN RECOMMENDATIONS



## Recommendations

This section will present recommendations for how SBCCD may support the needs of each of its Colleges and help them achieve their strategic directions and goals. Additionally, analysis of and recommendations for how the EDCT and KVCR may support each College will be presented in this section. The following recommendations encompass how the District may support each College and are not intended to be in order of priority.

## Recommendations RECOMMENDATIONS

#### Recommendation 1:

Complete and regularly update the three-year staffing plan and develop a process to increase the number of full-time faculty and increase the ratio of full-time to adjunct faculty in the District.

#### Rationale:

> Several programs at both Colleges either have no full-time faculty or have only one full-time faculty member. This leaves several programs without the capacity to handle administrative tasks, coordinate with other programs, conduct outreach events, and grow and develop their programs.

#### Related Challenges:

- > Full-time to part-time faculty ratio
- > Employee retirements

#### Recommendation 2:

To stabilize staffing levels, the District Human Resources department must address upcoming retirements and hiring procedures that include strategies for interviewing candidates from across the country. Additionally, consider completing a market study to understand the levels of salary, compensation, and benefits that will attract highly qualified candidates.

#### Rationale:

 Approximately half of all employees are expected to retire within the next 15 years or sooner. The District Human Resources department, which oversees all hiring, must prepare for upcoming retirements and be efficient with its hiring practices/procedures.

#### Related Challenges:

> Employee retirements

#### Recommendation 3:

Complete and regularly update the District Enrollment Management Plan. Support the Colleges' community outreach and marketing efforts in order to increase campus visibility, highlight instructional opportunities, and increase FTES.

#### Rationale:

- > There is a significant opportunity for the Colleges to increase their participation rates by enrolling a higher proportion of service area residents. Furthermore, by enrolling more service area residents and supporting students to reach their educational goals, the Colleges have an opportunity to increase the educational attainment within the service area.
- > There is a significant opportunity for the District to capture more first-time college students from its feeder high schools.

#### Related Challenges:

- > Enrollment trends (i.e. participation rate, capture rate from feeder high schools)
- Productivity and WSCH generation

#### Recommendation 4:

Support each Colleges' effort for addressing basic skills needs.

#### Rationale:

- During the fall 2014 term, approximately 37% of English WSCH and 22% of mathematics WSCH was attributable to below college level courses.
- > CAASP scores of students within the District's top feeder high schools suggest that 52% of students met or exceeded standards for English and 25% met or exceeded standards for mathematics.
- > SBCCD student cohorts from 2005-06 to 2009-10 had an average completion rate/SPAR of 37.2% within 6 years of entry, while the statewide average completion rate/SPAR was 48.1%
- > The remediation sequence may take some students as long as two years to complete and reach college-level English or mathematics.

#### Related Challenges:

- > Unprepared and underprepared students
- Productivity and WSCH generation

#### Recommendation 5:

Support the Colleges' effort to work with K-12 entities, the EDCT, adult schools, and the Inland Adult Education Consortium to become a leader in providing education to adults in the region.

#### Rationale:

- > 50.64% of the service area residents age 25 and over (426,008 persons) do not have any higher education experience. The statewide average of persons age 25 and over without any higher education experience is 40.18% (9,954,719 persons).
- > There is a need to develop/establish pathways between the regional adult education programs and approved programs of study and/or career pathways at each College.

#### Related Challenges:

Regional efforts for Adult Education

### Recommendations

## RECOMMENDATIONS (cont.)

#### Recommendation 6:

Support Distance Education at each campus with the software, hardware, training, and support mechanisms as identified through local processes by the Colleges.

#### Rationale:

- An increasing number of students are taking courses that are online only or a combination of multiple instructional delivery methods, for example, traditional face-to-face courses along with online courses.
- Availability of training and support mechanisms for Distance Education faculty is essential for creating better access and student success in online courses.

#### Related Challenges:

- Alternative instructional delivery methods
- Productivity and WSCH generation

#### Recommendation 7:

Continue to sustain funding for technology in order to support the needs of students, faculty, and staff.

#### Rationale:

 There is a challenge with maintaining adequate levels of funding for technology infrastructure, hardware, and software necessary to support the needs of each College. As the use and need for technology continues to grow, the District must continue to provide resources necessary to meet institutional demand.

#### Related Challenges:

- Alternative instructional delivery methods
- Facilities

#### Recommendation 8:

Establish a full-time and robust facilities department within the District to secure state funding through the Capital Outlay Process, manage construction projects, oversee and integrate maintenance and operations, implement design standards, coordinate sustainability efforts, and implement a Total Cost of Ownership model for facilities.

#### Rationale:

- In recent years, the District has not participated in the Capital Outlay Process. As a result, the Colleges may have lost out on several opportunities to secure state funding for construction projects.
- Many projects have been planned without considering the Total Cost of Ownership, e.g. maintenance and care of a building over its lifespan, which is by far the most expensive part of constructing a facility. For this reason, Maintenance and Operations departments should become a part of the construction planning process.

#### Related Challenges:

Facilities

#### Recommendation 9:

Continue to sustain funding for site security and safety and proactively design outdoor and building spaces using best practices for creating secure environments.

#### Rationale:

> Ensuring the safety and security of students and employees is a primary commitment of the District. Commitment to providing the availability of resources for safety measures and emergency readiness is an important role of the District. Implementation of safety and emergency updates must be coordinated between the District, Colleges, and District Police.

#### Related Challenges:

> Site safety and emergency preparedness

#### Recommendation 10:

Establish and maintain a cyclical process through which college planning informs the development and revision of District plans, including the Educational Master Plan, Facilities Master Plan, College Strategic Plan, and Technology Plan.

#### Rationale:

- > In order to stay relevant, planning documents must be regularly revisited and updated.
- > Developing a calendar of plans and how they are related to each other will help with efficiency, for example, completing an environmental scan that informs the development of all major planning documents.

#### Related Challenges:

> Updating planning documents



## 2017 COMPREHENSIVE MASTER PLAN RECOMMENDATIONS



### Recommendations

# ECONOMIC DEVELOPMENT AND CORPORATE TRAINING DIVISION

#### Background

The Economic Development and Corporate Training division (EDCT) is the economic developmental arm of the San Bernardino Community College District. The EDCT focuses on the serving the short-term workforce training needs of employers within the service area of the San Bernardino Community College District. The EDCT is currently independent of the Colleges and is in some ways independent from the District; The District provides some financial/administrative support through the Business and Human Resource Departments.

The primary clients of the EDCT are regional employers who request short-term customized training classes and community members who are either unemployed or underemployed. The focus of the training programs is to develop specific skills and competencies requested by employers and clients. The EDCT serves approximately 9,000 people a year with a budget of approximately \$28 million.

The fiscal stability of the EDCT is at times fluid, in that the organization depends upon receiving and acquiring state and federal competitive grants. The success of the EDCT is predicated on being nimble and flexible in order to meet the changing needs of

regional employers. Interacting with and supporting the Colleges is an area that historically has not been a priority for the EDCT.

#### Review and Analysis

The EDCT has been very successful in acquiring and implementing state and federal grants that service the short-term training needs of regional employers and the unemployed/underemployed population of the Inland Empire. The EDCT has also been successful at providing nimble and flexible workforce development to the area. The gauge of success has been measured by the number of clients serviced through the programs offered. Given that the funding of the EDCT is through the acquisition of state and federal grants, each grant has its own measure of success and accountability. EDCT staff indicated that each training grant was in essence an individual "contract" with the grant's individual requirements.

Given the fluid nature of the EDCT's fiscal stability and that the EDCT is primarily funded through short term grants, strategic and long-term educational planning becomes difficult. Because aligning itself with the goals of the District and its Colleges has not been a priority of the EDCT, it currently operates as a quasi-District educational entity.

#### Recommendation 1:

Each college should explore the EDCT as a resource to support grant development, contract education offerings, non-credit and not-for-credit courses and short-term vocational training opportunities.

#### Rationale:

- > Upon review of the District Strategic Plan and the strategic directions and goals of the Colleges, the EDCT as an organization has skill sets that may be beneficial in supporting the Colleges' needs.
- > EDCT has the ability to be nimble and flexible in providing workforce development as well as the ability to successfully secure grant funding and support the educational and vocational training needs of the Colleges.



## 2017 COMPREHENSIVE MASTER PLAN RECOMMENDATIONS



### Recommendations

## KVCR TV-FM, PUBLIC RADIO + TELEVISION

#### Background

KVCR is the San Bernardino Community College District's National Public Radio (NPR) and Television Station. KVCR was originally founded as a National Public Radio Station in 1952. A television station was later launched in 1963 through the Public Communication Act of 1963 and was part of the National Education Television (NET) network. KVCR became a Heritage NPR Station in 1971 when NPR was launched and is deeply rooted in the community of the Inland Empire.

KVCR is licensed by American Public Media to the San Bernardino Community College District. The Board of Trustees acts as the governing entity and the District provides the fiscal controls. KVCR produces content for the District as well as for partners within the community, such as the Rialto Police Department and the South Coast Air Quality Management District.

Although KVCR staff currently does not provide any direct academic instruction, the studios serve as teaching laboratories for students from the Radio, Television and Film Department at San Bernardino Valley College. The technical aspects of radio and television operation have gone through many changes. Perhaps,

the greatest change is the automation of the functions of the stations, resulting in fewer employees needed.

#### Review and Analysis

KVCR has been a positive member of the Inland Empire communication community. It is apparent that the television and radio stations are assets to the District that perhaps have not been completely realized. Upon review, the District's financial contribution to the operation of the stations has declined significantly over the last decade. This has partly been the result of the overall budget cuts within the District.

As the technical operations of the radio and television stations have become automated, the content of the programing has shown promise, such as the First Nations Experience (FNX) Native American programming, which is original content of KVCR. KVCR is the worldwide headquarters for FNX, the only nationally distributed TV channel exclusively devoted to Native American and World Indigenous content. There is an opportunity for KVCR to become more supportive of the educational fabric of the Colleges.

#### Recommendation 1:

Reevaluate the role and function of the radio and television station to operate as a fiscal asset that is an economically viable and self-sufficient entity. Develop a process for resource distribution between the District, EDCT, KVCR, and the Colleges.

#### Rationale:

> KVCR is a cultural asset of the District. Although KVCR had been integrated with the Colleges in the past, currently there is very little integration. It might prove useful to reevaluate the role and function of the radio and television station to operate as a more economically viable entity. Additionally, KVCR may be useful in attracting partnerships with entities within the community to the Colleges and District.

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Bruce Baron, Chancellor

**REVIEWED BY:** Bruce Baron, Chancellor

PREPARED BY: Angel Rodriguez, District Director of Marketing, Public Affairs and

Government Relations

**DATE:** July 13, 2017

**SUBJECT:** Consideration to ratify Districtwide Support Services Strategic Plan (2017-

2022) Goal 2: Enrollment & Access; Objective 2.3: Enhance the public

image of the San Bernardino Community College District.

#### **RECOMMENDATION**

It is recommended that the Board of Trustees ratify the priority set in the Districtwide Support Services Strategic Plan (2017-2022), Goal 2: Enrollment & Access, Objective 2.3: To enhance the public image of the San Bernardino Community College District and its four entities: Crafton Hills College, San Bernardino Valley College, Economic Development & Corporate Training and KVCR TV-FM. In collaboration with the public affairs firm Cerrell Associates, input will be gathered from students, faculty, staff, alumni and community stakeholders to assess the district and college's public image, and an integrated marketing plan will be developed and implemented based on the assessment results to elevate public awareness of SBCCD's educational, social and economic impact in the Inland region.

#### **OVERVIEW**

It is clear that SBCCD – with its four different entities in various geographic areas – has the foundation in place to be seen as the Inland region's leading provider, advocate and resource of affordable, accessible and high-quality education and life-long learning programs. But how external stakeholders view SBCCD and its brand, and if that brand can be strengthened and be more cohesive of the four different entities, must be assessed.

In collaboration with SBCCD stakeholders and the communications and public affairs firm Cerrell Associates, a district-wide brand assessment will involve a three-phased approach:

- Sta eholder ngagement

Through direct engagement with students, faculty, staff, alumni and community stakeholders, Cerrell Associates will help facilitate focus groups, consultations and online surveys to gather feedback and understand how external audiences view SBCCD and its place in the community, as well as potentially test new brand themes.

#### Recommendations to Strengthen the □rand

Once the S.W.O.T. analysis and stakeholder engagement activities are completed, Cerrell Associates will deliver a written report to the District detailing the assessment's findings. The forward-looking report will include recommended steps on how to strengthen and integrate SBCCD's brand through long-term strategic messaging and a graphic identity system.

#### **ANALYSIS**

On January 19, 2017, the SBCCD Board of Trustees approved the following:

- 2017-2022 Districtwide Support Services Strategic Plan
- 2017 Crafton Hills College Comprehensive Master Plan
- 2017 San Bernardino Valley College Comprehensive Plan

Each plan sets strategic directions for the next five years for how SBCCD will advance its mission of increasing access to affordable, high-quality higher education to Inland Southern California's diverse community. Strengthening the college's profile and reputation was identified as a priority to attract and maintain students, talented faculty and staff, and enhance business and community partnerships.

#### San Bernardino Community College District

Strategic Direction Goal 2: Enrollment and access

- Enhance the public image of the San Bernardino Community College District (Objective 2.3). Assess the District's public image, develop, and implement a plan on the assessment's results.
- Increase awareness of San Bernardino Valley College and Crafton Hills College as viable higher education options (Objective 2.4)

#### Strategic Direction 3: Partnerships of Strategic Importance

- Enhance existing and secure new government and community partnerships to increase funding for improving student success and increasing student access (Objective 3.4)
- Enhance SBCCD's value to the communities it serves.

### San Bernardino Valley College

Strategic Direction 3: Improve communication, culture and climate

- Expand and enhance local business and community awareness of the college.
- Build community recognition and networks by capitalizing on the college's community roots.

#### Crafton Hills College

Strategic Direction 5: Enhance value to the surrounding community.

- Be recognized as the college of choice in the communities we serve.
- Expand the reputation of Crafton Hills College as an essential partner and valued asset.
- Distinguish Crafton Hills College as a respected resource for local employers and the workplace.

#### **BOARD IMPERATIVE**

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

#### FINANCIAL IMPLICATIONS

For the brand assessment activities outlined above, SBCCD will partner with Cerrell Associates for a not-to-exceed fee of \$11,000 which is listed under the routine contracts board item.

#### 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:** July 13, 2017

**SUBJECT:** Consideration to Approve Career Technical Education (CTE)

Committee as a Board Standing Committee

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the Career Technical Education Committee (CTE) as a Board Standing Committee.

#### **OVERVIEW**

The Board Ad Hoc Committee recommends the CTE Committee approved as a standing committee.

Committees are needed to improve the efficiency of the board. Standing Committees will meet on a regular basis.

#### **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:** Jose F Torres, Vice Chancellor, Business & Fiscal Services

**PREPARED BY:** Hussain Agah, Director, Facilities Planning & Construction

**DATE:** July 13, 2017

**SUBJECT:** Consideration of Approval to Adopt a Resolution and Approve a Design-

Build Energy Services Agreement with SunPower Corporation Systems,

Inc., of San Jose CA

#### **RECOMMENDATION**

It is recommended that the Board of Trustees:

- Adopt a resolution making findings on energy savings under California government code section 4217.10 et seq. and determining other matters in connection with an energy services agreement; and
- 2) Approve a design-build energy services agreement with SunPower Corporation Systems, Inc. of San Jose CA for the Non-bond 03-1617-03 District Office Solar Photovoltaic Carport System project in the amount of \$840,000 as well as any and all change orders up to \$84,000, as approved by the Vice Chancellor of Business & Fiscal Services; and
- 3) Determine that the District's proposed approval of the energy services agreement is exempt from California Environmental Quality Act (CEQA) review pursuant to Section 21080.35 of the Public Resources Code.

#### **OVERVIEW**

In line with its facilities and sustainability master plans, the San Bernardino Community College District is taking advantage of funds available through the Proposition 39 California Clean Energy Act to procure a self-funding solar facilities project at the District Office. Under the provisions of California Government Code 4217, SBCCD issued a request for qualification and proposal to solar vendors to procure a design-build solar photovoltaic carport system at the District Office.

This proposed energy services agreement is exempt from CEQA review pursuant to Section 21080.35 of the Public Resources Code for solar energy systems built in an existing parking lot. Such systems must be constructed within a parking lot that has been in use by the District for more than two years and the site cannot be subject to certain permits required from Federal and State authorities with respect to environmental protection. Furthermore, the project cannot result in the removal of trees that are protected under applicable law or native trees over 25 years old. The parking lot in question has been in use by the District for more than two years and all of the other conditions to the applicability of the exemption are satisfied.

#### **ANALYSIS**

Based on a committee review of the two proposals received, SunPower Corporation Systems, Inc. was deemed to best fit the needs of SBCCD for providing design, construction, installation, commissioning and related services for this project. Under this contract, which is self-funded, SunPower will provide a complete, turnkey 174 kWdc (330,000 kWh) solar photovoltaic electric self-generation system located at 114 South Del Rosa Drive, San Bernardino, CA 92408. This agreement includes 25-year performance guarantees of system output as well as a 25-year operations and maintenance services agreement.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence

#### **FINANCIAL IMPLICATIONS**

This project is included in the 2017-18 budget and initially will be funded by Proposition 39, The California Clean Energy Jobs Act. It is anticipated, however, that the project will be self-funded through energy savings.

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT RESOLUTION MAKING FINDINGS ON ENERGY SAVINGS UNDER CALIFORNIA GOVERNMENT CODE SECTION 4217.10 ET SEQ. AND DETERMINING OTHER MATTERS IN CONNECTION WITH AN ENERGY SERVICES AGREEMENT

WHEREAS, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

**WHEREAS**, California Government Code Section 4217.10 et seq. authorizes a public agency to utilize an informal procurement process, such as a request for proposals, to contract for energy services if its governing body determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that the anticipated cost to the agency for alternative energy project will be less than the anticipated marginal cost to the agency of electrical energy that would have been consumed by the agency in the absence of the energy services contract; and

**WHEREAS**, San Bernardino Community College District ("District") desires to reduce the steadily rising costs of meeting the energy needs at its facilities; and

**WHEREAS**, the District proposes to enter into an energy services agreement and related contract documents ("Energy Services Agreement") with SunPower Corporation Systems, Inc. ("Contractor"), pursuant to which Contractor will design, construct, and install solar photovoltaic facilities on District property, and arrange with the local utility for interconnection of the facilities, which will generate energy for the site on which the facilities are located ("Project"); and

**WHEREAS**, the site where the facilities will be located is the District's property located at San Bernardino Community College District, 114 S. Del Rosa Dr., San Bernardino, CA, 92408; and

**WHEREAS**, The Community College League of California's Solar Program Manager, Clyde Murley ("Consultant") provided the District with analysis showing the benefits of implementing certain energy conservation measures through the installation of solar photovoltaic energy generating facilities, and Consultant's analysis ("Analysis") is attached hereto as Exhibit A and made part hereof by this reference; and

**WHEREAS**, the Analysis includes data showing that the anticipated cost to the District for the electrical energy provided by the Project will be less than the anticipated cost to the District of electrical and other energy that would have been consumed by the District in the absence of such measures; and

**WHEREAS**, the Board desires to enter into the Energy Services Agreement substantially in the form presented at this meeting, subject to such changes, insertions or omissions as the District Superintendent reasonably deems necessary following the Board's adoption of this Resolution; and

**WHEREAS**, in accordance with Government Code section 4217.10 et seq., on June 26, 2017, the District published notice of a public hearing at which the District governing body would consider this Resolution; and

**WHEREAS**, the District, with the assistance of legal counsel, has determined that the District's proposed approval of the Energy Services Agreement is exempt from CEQA review pursuant to Section 21080.35 of the Public Resources Code;

**NOW, THEREFORE**, based upon the above-referenced recitals, the Board hereby finds, determines and orders as follows:

- 1. Per California Government Code section 4217.10 et seq., the District Board hereby finds and determines that all of the recitals set forth above are true and correct.
- 2. The terms of the Energy Services Agreement in the form presented to this meeting are in the best interests of the District.

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT RESOLUTION MAKING FINDINGS ON ENERGY SAVINGS UNDER CALIFORNIA GOVERNMENT CODE SECTION 4217.10 ET SEQ. AND DETERMINING OTHER MATTERS IN CONNECTION WITH AN ENERGY SERVICES AGREEMENT

- 3. In accordance with Government Code section 4217.12, and based on data provided by the Analysis, the Board finds that the anticipated cost to the District for electrical energy provided by the Project will be less than the anticipated cost to the District of electrical and other energy that would have been consumed by the District in the absence of the Project.
- 4. The Board hereby approves award of the Energy Services Agreement to SunPower Corporation Systems, Inc. in accordance with Government Code section 4217.12.
- 5. The system to be built pursuant to the Energy Services Agreement will be subject to a separate resolution of the Board concerning compliance of the system with the requirements of the Division of the State Architect.
- 6. The District Vice Chancellor of Business & Fiscal Services is hereby authorized and directed to negotiate any further changes, insertions and omissions to the Energy Services Agreement as he reasonably deems necessary, and thereafter to execute and deliver the Energy Services Agreement following the Board's adoption of this Resolution. The District Vice Chancellor of Business & Fiscal Services is further authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and said agreements.
- 7. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was adopted at a meeting of the Board of the San Bernardino Community College District on July 13, 2017 by the following vote:

AYES:	
NOES:	
ABSTENTIONS:	
ABSENT:	
	President, Board of Trustees
CERTIFIED TO BE	A TRUE AND CORRECT COPY:
Clerk of the Board.	San Bernardino Community College District

## San Bernardino CCD District Office Solar Project Estimated 25-Year Savings for 174 kW-DC Solar PV System

Solar System Specifications and Assumptions							
System Size (kWdc)	=	174	Solar Contract Amount = \$	840,000			
EPC Price (\$/Wdc)	=	\$3.80	Project Development				
Solar Yield (kWh per kWdc )	=	1,896	& Contingency Costs = \$	50,400			
Annual Rate of PV Degradation	=	0.25%	Total Project Cost = \$	890,400			
Value of Solar Output (\$/kWh)	=	\$0.130	First Year O&M Cost = \$	5,200			
Annual Electricty Cost Escalation	=	3.75%	O&M Annual Escalation =	2.00%			

		GENERAL FUND SAVINGS (Utility Bill Reduction)					GENERAL FUND COSTS		NET GENERAL FUND SAVINGS				
Solar Year	Calendar Year of Operation	Solar Generation (kWh)	x u	Avoided tility Cost (\$/kWh)	=		tility Bill Savings		Operations & Maintenance Costs)		Annual	Cu	mulative
1	2018	329,822	\$	0.135		\$	44,469	\$	(5,200)	\$	39,269	\$	39,269
2	2019	328,997	\$	0.140		\$	46,021	\$	(5,304)	\$	40,717	\$	79,986
3	2020	328,175	\$	0.145		\$	47,628	\$	(5,410)	\$	42,218	\$	122,204
4	2021	327,355	\$	0.151		\$ \$	49,290	\$	(5,518)	\$	43,772	\$	165,976
5	2022	326,536	\$	0.156		\$	51,011	\$	(5,629)	\$	45,382	\$	211,358
6	2023	325,720	\$	0.162		\$	52,791	\$	(5,741)	\$	47,050	\$	258,409
7	2024	324,905	\$	0.168		\$	54,634	\$	(5,856)	\$	48,778	\$	307,187
8	2025	324,093	\$	0.174		\$	56,541	\$	(5,973)	\$	50,568	\$	357,755
9	2026	323,283	\$	0.181		\$	58,515	\$	(6,093)	\$	52,422	\$	410,177
10	2027	322,475	\$	0.188		\$	60,557	\$	(6,214)	\$	54,343	\$	464,520
11	2028	321,669	\$	0.163		\$	52,425	\$	(6,339)	\$	46,086	\$	510,606
12	2029	320,864	\$	0.169		\$	54,255	\$	(6,466)	\$	47,789	\$	558,395
13	2030	320,062	\$	0.175		\$	56,148	\$	(6,595)	\$	49,554	\$	607,949
14	2031	319,262	\$	0.182		\$	58,108	\$	(6,727)	\$	51,382	\$	659,330
15	2032	318,464	\$	0.189		\$	60,137	\$	(6,861)	\$	53,275	\$	712,606
16	2033	317,668	\$	0.196		\$	62,236	\$	(6,999)	\$	55,237	\$	767,843
17	2034	316,874	\$	0.203		\$	64,408	\$	(7,138)	\$	57,270	\$	825,113
18	2035	316,081	\$	0.211		\$	66,657	\$	(7,281)	\$	59,375	\$	884,488
19	2036	315,291	\$	0.219		\$	68,983	\$	(7,427)	\$	61,556	\$	946,044
20	2037	314,503	\$	0.227		\$	71,391	\$	(7,575)	\$	63,816	\$	1,009,860
21	2038	313,717	\$	0.236		\$	73,883	\$	(7,727)	\$	66,156	\$	1,076,017
22	2039	312,932	\$	0.244		\$	76,462	\$	(7,881)	\$	68,581	\$	1,144,597
23	2040	312,150	\$	0.254		\$	79,131	\$	(8,039)	\$	71,092	\$	1,215,689
24	2041	311,370	\$	0.263		\$	81,893	\$	(8,200)	\$	73,693	\$	1,289,383
25	2042	310,591	\$	0.273		\$	84,752	\$	(8,364)	\$	76,388	\$	1,365,771
	25 Years	8,002,860				\$ 1	,532,328	\$	(166,558)	\$	1,365,771	\$	1,365,771

Estimated 25-Year General Fund Savings	\$ 1,365,771
<ul> <li>Solar Contract Price &amp; District Project Developme</li> </ul>	\$ 890,400
= Estimated 25-Year Net Savings to District	\$ 475,371

#### 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:** July 13, 2017

**SUBJECT:** Consideration of Approval to Conduct a Public Hearing in Accordance

with Government Code 4217

#### **RECOMMENDATION**

It is recommended that the Board of Trustees conduct a Public Hearing to consider:

- Adopt a resolution making findings on energy savings under California government code section 4217.10 et seq. and determining other matters in connection with an energy services agreement; and
- 2) Approve a design-build energy services agreement with SunPower Corporation Systems, Inc. of San Jose CA for the Non-bond 03-1617-03 District Office Solar Photovoltaic Carport System project in the amount of \$840,000 as well as any and all change orders up to \$84,000, as approved by the Vice Chancellor of Business & Fiscal Services; and
- 3) Determine that the District's proposed approval of the energy services agreement is exempt from California Environmental Quality Act (CEQA) review pursuant to Section 21080.35 of the Public Resources Code.

#### **OVERVIEW**

Government Code 4217 et seq. provides that public agencies may contract for energy conservation services to reduce or make more efficient use of energy, without the bidding process, provided that the District hold a public hearing on the matter at a regularly scheduled board meeting and make a finding that the anticipated cost of the conservation services contract will be less than the marginal cost of the energy used in the absence of a contract, i.e. that the District will be saving more than the cost of the contract.

#### **ANALYSIS**

It is required that the Board of Trustees conduct a public hearing prior to the adoption of a resolution to approve an energy services contract under the provisions of Government Code 4217 et seq.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence

#### FINANCIAL IMPLICATIONS

There are no financial implications associated with this item.

#### 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:** July 13, 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.

	FIRS NA .	DIDDPOFFIC	Details of the Service	Recognized □y
			DIS_RIC_	
Diggle	Virginia	Business Services	For going far and beyond with her assistance of submission of late contracts and clearing out PR's in the Financial 2000 system for 16-17 Year. You are appreciated!	Debby Gallahger
Galope	Richard	EDCT	Inland Empire Job Corps Center Job Readiness Credential	Michael Thomas
Gates	Maria	Human Resources	Thank you for your continued commitment to, and support of SBCCD's efforts to prepare for, respond to, and recover from a disaster or emergency.	Chris Grant
Glazatov	Trelisa	TESS	Thank you for your continued commitment to, and support of SBCCD's efforts to prepare for, respond to, and recover from a disaster or emergency.	Chris Grant
Lares	Rhiannon	TESS	Thank you for your continued commitment to, and support of SBCCD's efforts to prepare for, respond to, and recover from a disaster or emergency.	Chris Grant
Mata	Susanne	EDCT	Susanne is continually helping others in our region. Her quick adaptation to her position and always cheerful character are a welcome addition to the SBCCD team!	Alan Braggins

	FIRS NA	DIDDPOFFIC	Details of the Service	Recognized <b>□</b> y
Nikac	Stacey	Chancellor's Office	Thank you for being a team player and always willing to go above and beyond to help. I appreciate all you do and thank you again for printing our report.	Debby Gallahger
Rychevic	Susan	Accounting	Thank you for your assistance in helping get the BT process in order for funds to be available to process the pending PR's and contracts for the Marketing Office.	Debby Gallahger
Sutorus	Steven	Business Services	Thank you for your assistance in approving and issuing the emergency PR#'s in order for us to enter and process the last minute contracts. You are appreciated!	Debby Gallahger
Torres	Maria E	Human Resources	Thanks for always going above and beyond when supporting the SBCCD emergency management program.	Chris Grant
		CRAF	ON ILLS COLL	
Allen	Denise	Faculty	Thank you so much for all your help hosting the Scholars Convocation this year! We truly appreciate your support of Crafton's students and our programs/events.	Carrie Audet
Almanza	Jeremiah	Custodial	Thank you for your help on June 15th! I really appreciate you offering to transport me and my supplies across campus. It was helpful and appreciated.	Carrie Audet
Aycock	Larry	Admissions	I was impressed with the professionalism and rigorous process to petition to retake courses. Admissions and Records made me feel like they really cared about my future.	Beau

	FIRS NA	DIDDPOFFIC	Details of the Service	Recognized <b>□</b> y
Aycock	Larry	Admissions	Thank you for your commitment to the graduating class of 2017. You did an outstanding job organizing the ceremony, and in accommodating the students in our academic program. Keep up the good work!	Keith R. Bilo
Bryson	Richard	Custodial	Thank you SO much for all of your help with our 3 events on June 15th! I am grateful for your help in coordinating the set up of the rooms. You are appreciated.	Carrie Audet
Camarena	Armando	Custodial	Thank you so much for your help after the scholar's convocation. We appreciate the ride and the help getting all our supplies back to the right place on campus - trash cans included. Thanks!	Carrie Audet
Cole	Michelle	Student Life	Thank you for all the funny, thought provoking conversations we have had over the years.  Thank you for supporting me and keeping me involved with your activities and events.	Jordan Mack
Crooks	Jeremy	Custodial	Thank you for your continued commitment to, and support of, CHC's efforts to prepare for, respond to, and recover from a disaster or emergency. Your service on behalf of our students, faculty and staff is to be commended.	Chris Grant
Gimple	Tina	Administrative Services	Thank you for your commitment to the graduating class of 2017. You did an outstanding job organizing the ceremony, and in accommodating the students in our academic program. Keep up the good work!	Chris Grant

### Caring ands Applause Cards all 0

	FIRS NA 🗆	DIDDPOFFIC	Details of the Service	Recognized □y
Greyraven	Ruth	Biology	Thank you for your continued commitment to, and support of, CHC's efforts to prepare for, respond to, and recover from a disaster or emergency. Your service on behalf of our students, faculty and staff is to be commended.	Chris Grant
Hayton	Claudia	Financial Aid	Very helpful and courteous.	Anonymous
Holt	Kelly	Custodial	Thank you so much for your help after the scholars convocation. We always appreciate your willingness to help us set up, transport and break down before and after our campus events!	Kelly Holt
Lehman	Veronica	Financial Aid	Courteous, respectful, professional and efficient.	Karen Beatty
Marrujo	Monique	DSPS	Courteous, kind and helpful.	Karen Beatty
Mello	Brandice	Transfer Center	Thank you for your continued commitment to, and support of, CHC's efforts to prepare for, respond to, and recover from a disaster or emergency. Your service on behalf of our students, faculty and staff is to be commended.	Chris Grant
Mello	Brandice	Transfer Center	Thank you so much for your help with the scholar's convocation and reception this year! You are always so friendly and it's nice that I can count on you to help out! We truly appreciate you.	Carrie Audet
Muskavitch	John	Financial Aid	Respectful, professional, and very personable with integrity.	Karen Beatty
Oliver	Laura	Student Services	Thanks for all your help with the scholars convocation this year! We appreciate your help with the letters, coordinating RSVPs and photos, and all of the other details that were needed to make it happen. THANK YOU!	Carrie Audet

	FIRS NA	DIDDPOFFIC	Details of the Service	Recognized □y
Olivera	Christopher	Biology	Providing middle local school students with a one day exciting and informative science workshop.	Mark Snowhite
Ortiz	Cruz	DSPS	Works very hard and is very kind and helpful.	Karen Beatty
Paddock	Ericka	Student Life	Thank you for providing invaluable life skills and actively listening to all students. Your guidance and leadership skills do not go unnoticed.	Jordan Mack
Palkki	Kevin	Theater	Thank you so much for your help in coordinating the Scholars Convocation program. We appreciate your time and technical assistance in ensuring that the event runs smoothly and value your support of Crafton's students!	
Pompa	Rebecca	Facilities	Thank you for your help in coordinating the scholars convocation/donor mixer reception this year. You are always so helpful and I appreciate your flexibility and willingness to help when I am in a bind.	Carrie Audet
Rodriguez	Val	DSPS	Helpful, kind and patient.	Karen Beatty
Sanford	Renee	Physical and Biological Sciences	For providing excellent support for the one day science workshop for local middle school students.	Mark Snowhite
Sierra	Jamie	DSPS	Jamie has been cheerful, totally professional and utmost helpful in every aspect. In my opinion, top notch. Thank you Jamie!	Karen Beatty
Strong	Mike	Administrative Services	Thank you for your continued commitment to, and support of, CHC's efforts to prepare for, respond to, and recover from a disaster or emergency. Your service on behalf of our students, faculty and staff is to be commended.	Chris Grant
Townsend	Jonathan	DSPS	Has always been courteous and prompt.	Karen Beatty

### Caring ands Applause Cards all 0

	FIRS NA	DIDPOFFIC	Details of the Service	Recognized □y
Truong	Sam	Physical and Biological Sciences	For conducting open lab sessions for all Anatomy-Physiology students before final exams and volunteering time for other activities, including answer centers.	Mark Snowhite
Uribe	Reyna	Admissions	Reyna is amazing and has been SO HELPFUL in assisting both myself and YHS students in the dual enrollment process. Her response time to questions and concerns is all but immediate and I just so appreciate the service she provides.	
Warren-Marlatt	Rebeccah	Student Services	Thank you for all your help with the Scholarship Convocation this year. We truly appreciate all of the work you put into the script, slideshow presentation and all of the other details - we couldn't have done it without you!	Carrie Audet
		SAN □□RNA	ARDINO DALLOD COLLODO	
Aguilera	Alejandra	Marketing & Public Relations	Thank you so much for all of the pictures for the catalog, we appreciate all of your help!	Office of Instruction
Delgado	Rocio	Financial Aid	Rocio was very helpful when I had some difficult questions to ask about financial aid.	Cyndi Gundersen
Delgado	Rocio	Financial Aid	She is always helpful and will go above and beyond to help our students.	Raquel Villa
El-Sherif	Tahirah Ty	Counseling	For her dedication and passion for her position. She is a great asset to San Bernardino Valley College.	Anonymous, Employee
Gowen	Laura	Instruction Office	Thank you for your continued commitment to, and support of SBVC's efforts to prepare for, respond to and recover from a disaster or emergency. Your service on behalf of our students, faculty and staff is to be commended.	Chris Grant

	FIRS NA 🗆	DIDDPOFFIC	Details of the Service	Recognized □y
Halim	Roslin	Campus Business Office	Thank you for your continued commitment to, and support of SBVC's efforts to prepare for, respond to and recover from a disaster or emergency. Your service on behalf of our students, faculty and staff is to be commended.	Chris Grant
Hollis	Patrice	Financial Aid	She is always very knowledgeable and willing to assist. It is a joy to work with her.	Raquel Villa
Hylton	Chris	Maintenance & Operations	Thanks for getting the paper cutters in Bio sharpened.	Sarah Miller
Jaramillo	Kathryn	Admissions and Records	She is the most caring student advocate. She always go above and beyond for our students.	Anonymous, Employee
Milligan	Marty	DSP&S	Thank you for your continued commitment to, and support of SBVC's efforts to prepare for, respond to and recover from a disaster or emergency. Your service on behalf of our students, faculty and staff is to be commended.	Chris Grant
Pasillas	Karol	Administrative Services	Thank you for your continued commitment to, and support of SBVC's efforts to prepare for, respond to and recover from a disaster or emergency. Your service on behalf of our students, faculty and staff is to be commended.	Chris Grant
Pasillas	Karol	Administrative Services	Thank you for your assistance in helping get the BT process in order for funds to be available to process the pending PR's and contracts for the Marketing & Public Relations Office.	Debby Gallagher
Perez	Maria "Marie"	Financial Aid	She is always hard working and fast! She is a joy to work with.	Raquel Villa

### Caring □ands Applause Cards □□□L□ □0□□

	FIRS NA	DIDDPOFFIC	Details of the Service	Recognized □y
Soto	Margaret	Financial Aid	She is always willing to help. She is also very knowledgeable.	Raquel Villa
Stark	Scott	Administrative Services	Thank you for your continued commitment to, and support of SBVC's efforts to prepare for, respond to and recover from a disaster or emergency. Your service on behalf of our students, faculty and staff is to be commended.	Chris Grant
Stark	Scott	Administrative Services	Thank you for approving and issuing the emergency PR's needed for last minute requests for this accounting academic year. You are appreciated!	Debby Gallagher
Trejo	Samuel	Financial Aid	For going above and beyond in assisting a lost student. You work does not go unnoticed.	Anonymous, Employee
Williams	Nicole	Office of the President	Thank you for entering all the emergency PR's for the Marketing & Public Relations Office and helping to submit the contract packets to Business Services. I appreciated all you do!	Debby Gallagher
		ļ		1

#### 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:** July 13, 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 June 25, 2017. As of that date, SBCCD was 99% through the fiscal year and had spent and/or encumbered approximately 96% 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 76 KVCR Educational Foundation This fund's revenues are at 77.2% of budget and it appears that annual revenues will be less than budgeted.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence

#### FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.



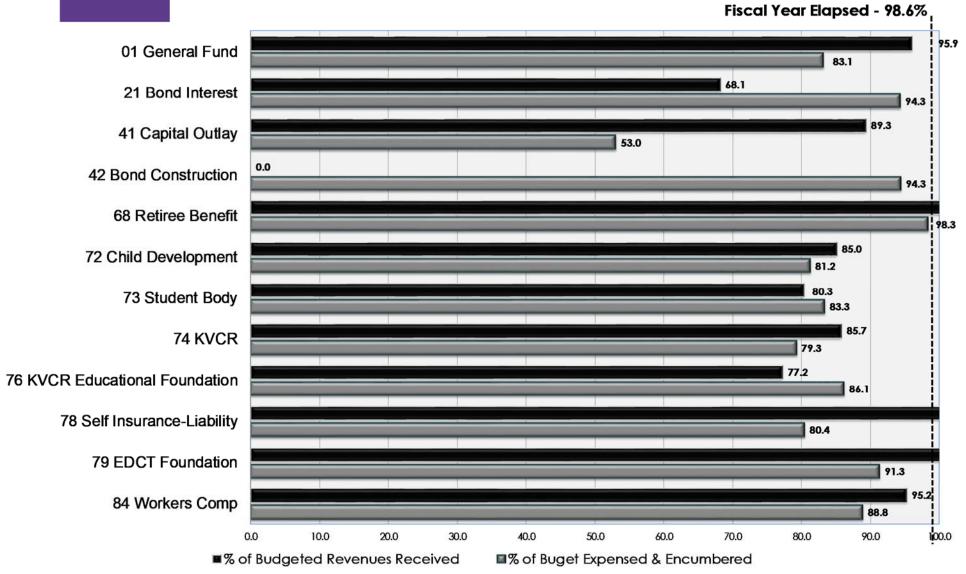
## **Budget Revenue & Expenditure Summary** Year to Date 6/18/2017

		98.6% of Fisca	l Year Elap	sed	
	RE	EVENUES	EXI	PENDITURES	
	Budget	Received YTD	Budget	Expensed/ Encumbered YTD	COMMENTS
01 General Fund	\$143,502,841	\$ 137,658,824 95.9%	\$146,756,511	\$121,993,980 83.1%	
21 Bond Interest & Redemption	\$ 22,834,910	\$ 15,554,668 68.1%	\$ 29,982,272	\$ 28,263,819 94.3%	Taxes are determined and collected by the County for bond measures; SBCCD does not control this fund.
41 Capital Outlay Projects	\$ 2,243,251	\$ 2,003,047 89.3%	\$ 10,981,789	\$ 5,815,665 53.0%	
42 Bond Construction	\$ -	\$ 193,052 n/a	\$ 40,000,000	\$ 37,735,682 94.3%	
68 Retiree Benefit	\$ 100,000	\$ 138,652 138.7%	\$ 366,500	\$ 360,215 98.3%	
72 Child Development	\$ 2,998,172	\$ 2,549,269 85.0%	\$ 2,998,172	\$ 2,434,293 81.2%	
73 Student Body Center Fee	\$ 293,352	\$ 235,517 80.3%	\$ 293,352	\$ 244,245 83.3%	
74 KVCR	\$ 6,264,728	\$ 5,370,344 85.7%	\$ 6,226,145	\$ 4,936,211 79.3%	
76 KVCR Educational Foundation	\$ 2,076,553	\$ 1,603,000 77.2%	\$ 2,114,898	\$ 1,821,578 86.1%	Revenues are expected to be less than budget.
78 Self Insurance-Liability	\$ 553,000	\$ 554,896 100.3%	\$ 675,000	\$ 542,466 80.4%	
79 EDCT Foundation	\$ 228,996	\$ 250,003 109.2%	\$ 287,682	\$ 262,574 91.3%	
84 Workers Compensation	\$ 1,170,000	\$ 1,113,588 95.2%	\$ 1,170,000	\$ 1,039,236 88.8%	



#### **Budget Revenue & Expenditure Summary**

Year to Date 6/25/2017



Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 01 GENERAL FUND							
Revenue							
Federal Revenue (810000 to 819999)	3,902,332.77	2,059,615.57	2,059,615.57	52.78%	-	1,842,717.20	47.22%
Other State Revenue (860000 to 869999)	110,845,128.79	100,302,554.63	100,302,554.63	90.49%	-	10,542,574.16	9.51%
Other Local Revenue (880000 to 889999)	28,583,379.08	35,721,871.47	35,721,871.47	124.97%	(621,459.00)	(6,517,033.39)	(22.80%)
All Other Financing Sources (890000 to 897999)	12,000.00	12,555.91	12,555.91	104.63%	-	(555.91)	(4.63%)
Interfund Transfers In (898000 to 898999)	160,000.00	183,685.00	183,685.00	114.80%	<u>-</u>	(23,685.00)	(14.80%)
Total Revenue	143,502,840.64	138,280,282.58	138,280,282.58		(621,459.00)	5,844,017.06	
Expenditure							
Certificated Salary (100000 to 199999)	42,258,284.11	39,424,395.37	39,424,395.37	93.29%	-	2,833,888.74	6.71%
Classified Salary (200000 to 299999)	27,755,771.69	24,478,767.60	24,478,767.60	88.19%	-	3,277,004.09	11.81%
Employee Benefit (300000 to 399999)	22,435,586.67	19,278,405.71	19,278,405.71	85.93%	-	3,157,180.96	14.07%
Books and Supplies (400000 to 499999)	3,558,113.33	1,934,544.84	1,934,544.84	54.37%	644,233.99	979,334.50	27.52%
Services and Operating Expenditures (500000 to 599999)	40,731,686.51	23,423,937.64	23,423,937.64	57.51%	5,765,158.08	11,542,590.79	28.34%
Capital Outlay (600000 to 699999)	6,957,375.78	2,892,299.25	2,892,299.25	41.57%	1,402,820.47	2,662,256.06	38.27%
Other Financing Uses (700000 to 729999)	160,000.00	160,000.00	160,000.00	100.00%	-	-	0.00%
Interfund Transfers Out (730000 to 739999)	1,070,000.00	1,070,000.00	1,070,000.00	100.00%	-	*	0.00%
Other Financing Uses (740000 to 769999)	1,829,692.61	1,147,191.22	1,147,191.22	62.70%	372,225.67	310,275.72	16.96%
Total Expenditure	146,756,510.70	113,809,541.63	113,809,541.63		8,184,438.21	24,762,530.86	
Total Fund 01 GENERAL FUND	(3,253,670.06)	24,470,740.95	24,470,740.95		(8,805,897.21)	(18,918,513.80)	

Criteria: Type = Summary; Budget Status = Revised; Financial Options = RevenueExpenditure; Include Accruals = Yes; Negative Balance Only = No; Include Budget Account Details = No; Include GL Status = Pended, Encumbered, PreEncumberd; Sort/Group = Fund, Major Range; Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 21 BOND INTEREST AND REDEMPTIONF							
Revenue							
Other State Revenue (860000 to 869999)	213,217.00	941,022.56	941,022.56	441.34%	: <del>-</del>	(727,805.56)	(341.34%)
Other Local Revenue (880000 to 889999)	22,621,693.00	14,613,645.60	14,613,645.60	64.60%		8,008,047.40	35.40%
Total Revenue	22,834,910.00	15,554,668.16	15,554,668.16		·-	7,280,241.84	
Expenditure							
Other Financing Uses (700000 to 729999)	29,982,271.70	28,263,818.95	28,263,818.95	94.27%	<del>-</del>	1,718,452.75	5.73%
Total Expenditure	29,982,271.70	28,263,818.95	28,263,818.95	:	<u>i</u>	1,718,452.75	
Total Fund 21 BOND INTEREST AND REDEMPTIONF	(7,147,361.70)	(12,709,150.79)	(12,709,150.79)		:=	5,561,789.09	

Criteria: Type = Summary; Budget Status = Revised; Financial Options = RevenueExpenditure; Include Accruals = Yes; Negative Balance Only = No; Include Budget Account Details = No; Include GL Status = Pended, Encumbered, PreEncumberd; Sort/Group = Fund, Major Range; Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 41 CAPITAL OUTLAY PROJECTS FUND							
Revenue							
Other State Revenue (860000 to 869999)	883,838.45	319,684.45	319,684.45	36.17%	-	564,154.00	63.83%
Other Local Revenue (880000 to 889999)	1,359,413.00	1,683,362.52	1,683,362.52	123.83%	:=	(323,949.52)	(23.83%)
Total Revenue	2,243,251.45	2,003,046.97	2,003,046.97		-	240,204.48	
Expenditure							
Classified Salary (200000 to 299999)	139,018.05	122,551.33	122,551.33	88.15%	-	16,466.72	11.85%
Employee Benefit (300000 to 399999)	50,901.11	44,029.37	44,029.37	86.50%	-	6,871.74	13.50%
Books and Supplies (400000 to 499999)	5,000.00	657.65	657.65	13.15%	100.00	4,242.35	84.85%
Services and Operating Expenditures (500000 to 599999)	3,825,333.15	1,614,770.85	1,614,770.85	42.21%	1,546,903.83	663,658.47	17.35%
Capital Outlay (600000 to 699999)	6,961,536.37	1,972,217.04	1,972,217.04	28.33%	514,435.46	4,474,883.87	64.28%
Total Expenditure	10,981,788.68	3,754,226.24	3,754,226.24		2,061,439.29	5,166,123.15	
Total Fund 41 CAPITAL OUTLAY PROJECTS FUND	(8,738,537.23)	(1,751,179.27)	(1,751,179.27)		(2,061,439.29)	(4,925,918.67)	

Criteria: Type = Summary; Budget Status = Revised; Financial Options = RevenueExpenditure; Include Accruals = Yes; Negative Balance Only = No; Include Budget Account Details = No; Include GL Status = Pended, Encumbered, PreEncumberd; Sort/Group = Fund, Major Range; Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% _Remaining_
Fund 42 REVENUE BOND CONSTRUCTION FUND							
Revenue							
Other Local Revenue (880000 to 889999)	-	193,052.08	193,052.08	100.00%	-	(193,052.08)	0.00%
Total Revenue	-	193,052.08	193,052.08		•	(193,052.08)	
Expenditure							
Classified Salary (200000 to 299999)	1,000.00	711.63	711.63	71.16%	-	288.37	28.84%
Books and Supplies (400000 to 499999)	1,232.47	1,228.79	1,228.79	99.70%	-	3.68	0.30%
Services and Operating Expenditures (500000 to 599999)	1,207,890.48	736,303.82	736,303.82	60.96%	279,993.22	191,593.44	15.86%
Capital Outlay (600000 to 699999)	38,789,877.05	28,249,225.72	28,249,225.72	72.83%	8,468,218.42	2,072,432.91	5.34%
Total Expenditure	40,000,000.00	28,987,469.96	28,987,469.96		8,748,211.64	2,264,318.40	
Total Fund 42 REVENUE BOND CONSTRUCTION FUN	(40,000,000.00)	(28,794,417.88)	(28,794,417.88)		(8,748,211.64)	(2,457,370.48)	

Criteria: Type = Summary; Budget Status = Revised; Financial Options = RevenueExpenditure; Include Accruals = Yes; Negative Balance Only = No; Include Budget Account Details = No; Include GL Status = Pended, Encumbered, PreEncumberd; Sort/Group = Fund, Major Range; Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 68 RETIREE BENEFIT FUND							
Revenue							
Other Local Revenue (880000 to 889999)	100,000.00	138,652.26	138,652.26	138.65%	-	(38,652.26)	(38.65%)
Total Revenue	100,000.00	138,652.26	138,652.26	•	=	(38,652.26)	
Expenditure							
Employee Benefit (300000 to 399999)	366,500.00	360,214.62	360,214.62	98.29%	-	6,285.38	1.71%
Total Expenditure	366,500.00	360,214.62	360,214.62		-	6,285.38	
Total Fund 68 RETIREE BENEFIT FUND	(266,500.00)	(221,562.36)	(221,562.36)			(44,937.64)	

Criteria: Type = Summary; Budget Status = Revised; Financial Options = RevenueExpenditure; Include Accruals = Yes; Negative Balance Only = No; Include Budget Account Details = No; Include GL Status = Pended, Encumbered, PreEncumberd; Sort/Group = Fund, Major Range; Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 72 CHILD DEVELOPMENT FUND							
Revenue							
Federal Revenue (810000 to 819999)	167,710.00	186,113.89	186,113.89	110.97%	-	(18,403.89)	(10.97%)
Other State Revenue (860000 to 869999)	2,622,462.00	2,161,025.10	2,161,025.10	82.40%	-	461,436.90	17.60%
Other Local Revenue (880000 to 889999)	208,000.00	202,129.91	202,129.91	97.18%	-	5,870.09	2.82%
Total Revenue	2,998,172.00	2,549,268.90	2,549,268.90		-	448,903.10	
Expenditure							
Classified Salary (200000 to 299999)	1,845,477.75	1,447,555.20	1,447,555.20	78.44%	-	397,922.55	21.56%
Employee Benefit (300000 to 399999)	770,839.90	674,607.85	674,607.85	87.52%	-	96,232.05	12.48%
Books and Supplies (400000 to 499999)	312,777.32	236,661.28	236,661.28	75.66%	62,125.66	13,990.38	4.47%
Services and Operating Expenditures (500000 to 599999)	57,377.03	2,543.50	2,543.50	4.43%	÷	54,833.53	95.57%
Capital Outlay (600000 to 699999)	11,700.00	10,798.94	10,798.94	92.30%	-	901.06	7.70%
Total Expenditure	2,998,172.00	2,372,166.77	2,372,166.77		62,125.66	563,879.57	
Total Fund 72 CHILD DEVELOPMENT FUND	-	177,102.13	177,102.13	,	(62,125.66)	(114,976.47)	

Criteria: Type = Summary; Budget Status = Revised; Financial Options = RevenueExpenditure; Include Accruals = Yes; Negative Balance Only = No; Include Budget Account Details = No; Include GL Status = Pended, Encumbered, PreEncumberd; Sort/Group = Fund, Major Range; Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

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Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 73 STUDENT BODY CENTER FEE FUND							
Revenue							
Other Local Revenue (880000 to 889999)	293,352.00	235,517.35	235,517.35	80.28%	-	57,834.65	19.72%
Total Revenue	293,352.00	235,517.35	235,517.35		-	57,834.65	
Expenditure							
Classified Salary (200000 to 299999)	153,982.53	151,594.75	151,594.75	98.45%	-	2,387.78	1.55%
Employee Benefit (300000 to 399999)	55,613.02	53,629.85	53,629.85	96.43%	-	1,983.17	3.57%
Books and Supplies (400000 to 499999)	12,944.77	5,371.56	5,371.56	41.50%	2,480.73	5,092.48	39.34%
Services and Operating Expenditures (500000 to 599999)	46,311.68	4,904.34	4,904.34	10.59%	1,762.79	39,644.55	85.60%
Capital Outlay (600000 to 699999)	24,500.00	24,500.00	24,500.00	100.00%	-	-	0.00%
Total Expenditure	293,352.00	240,000.50	240,000.50		4,243.52	49,107.98	
Total Fund 73 STUDENT BODY CENTER FEE FUND		(4,483.15)	(4,483.15)	-	(4,243.52)	8,726.67	

Criteria: Type = Summary; Budget Status = Revised; Financial Options = RevenueExpenditure; Include Accruals = Yes; Negative Balance Only = No; Include Budget Account Details = No; Include GL Status = Pended, Encumbered, PreEncumberd; Sort/Group = Fund, Major Range; Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 74 KVCR FUND							
Revenue							
Other Local Revenue (880000 to 889999)	5,009,397.74	4,130,014.05	4,130,014.05	82.45%		879,383.69	17.55%
Interfund Transfers In (898000 to 898999)	1,255,330.00	1,240,330.00	1,240,330.00	98.81%		15,000.00	1.19%
Total Revenue	6,264,727.74	5,370,344.05	5,370,344.05			894,383.69	
Expenditure							
Classified Salary (200000 to 299999)	1,778,726.70	1,636,179.69	1,636,179.69	91.99%	•	142,547.01	8.01%
Employee Benefit (300000 to 399999)	601,166.78	558,655.49	558,655.49	92.93%		42,511.29	7.07%
Books and Supplies (400000 to 499999)	58,200.00	17,243.98	17,243.98	29.63%	18,778.27	22,177.75	38.11%
Services and Operating Expenditures (500000 to 599999)	3,102,802.74	1,679,878.82	1,679,878.82	54.14%	398,179.59	1,024,744.33	33.03%
Capital Outlay (600000 to 699999)	575,874.00	253,975.95	253,975.95	44.10%	263,943.89	57,954.16	10.06%
Other Financing Uses (700000 to 729999)	109,375.00	109,375.00	109,375.00	100.00%	_	-	0.00%
Total Expenditure	6,226,145.22	4,255,308.93	4,255,308.93		680,901.75	1,289,934.54	
Total Fund 74 KVCR FUND	38,582.52	1,115,035.12	1,115,035.12		(680,901.75)	(395,550.85)	

Criteria: Type = Summary; Budget Status = Revised; Financial Options = RevenueExpenditure; Include Accruals = Yes; Negative Balance Only = No; Include Budget Account Details = No; Include GL Status = Pended, Encumbered, PreEncumberd; Sort/Group = Fund, Major Range; Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 76 KVCR EDUCATIONAL FOUNDATION							
Revenue							
Other Local Revenue (880000 to 889999)	2,076,553.44	1,602,999.95	1,602,999.95	77.20%	_	473,553.49	22.80%
Total Revenue	2,076,553.44	1,602,999.95	1,602,999.95		-	473,553.49	
Expenditure							
Classified Salary (200000 to 299999)	364,893.71	286,319.50	286,319.50	78.47%	-	78,574.21	21.53%
Employee Benefit (300000 to 399999)	96,113.62	91,576.70	91,576.70	95.28%	-	4,536.92	4.72%
Books and Supplies (400000 to 499999)	25,200.00	5,334.99	5,334.99	21.17%	4,666.87	15,198.14	60.31%
Services and Operating Expenditures (500000 to 599999)	731,585.30	408,244.06	408,244.06	55.80%	136,188.62	187,152.62	25.58%
Capital Outlay (600000 to 699999)	15,335.00	7,478.21	7,478.21	48.77%	-	7,856.79	51.23%
Interfund Transfers Out (730000 to 739999)	881,770.01	881,770.01	881,770.01	100.00%	2	=	0.00%
Total Expenditure	2,114,897.64	1,680,723.47	1,680,723.47		140,855.49	293,318.68	
Total Fund 76 KVCR EDUCATIONAL FOUNDATION	(38,344.20)	(77,723.52)	(77,723.52)		(140,855.49)	180,234.81	

Criteria: Type = Summary; Budget Status = Revised; Financial Options = RevenueExpenditure; Include Accruals = Yes; Negative Balance Only = No; Include Budget Account Details = No; Include GL Status = Pended, Encumbered, PreEncumberd; Sort/Group = Fund, Major Range; Page Break by = Fund; Account Masking = No Masking; Fund = !51, !69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

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#### Budget Summary Report for District 72 - San Bernardino Community College - Summary (From: 7/1/2016 To: 6/30/2017)

Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 78 SELF INSURANCE-LIABILITY&PROP							
Revenue							
Other Local Revenue (880000 to 889999)	3,000.00	4,896.45	4,896.45	163.22%	-	(1,896.45)	(63.22%)
Interfund Transfers In (898000 to 898999)	550,000.00	550,000.00	550,000.00	100.00%		-	0.00%
Total Revenue	553,000.00	554,896.45	554,896.45	•	-	(1,896.45)	
Expenditure							
Services and Operating Expenditures (500000 to 599999)	675,000.00	524,983.16	524,983.16	77.78%	17,482.86	132,533.98	19.63%
Total Expenditure	675,000.00	524,983.16	524,983.16	_	17,482.86	132,533.98	
Total Fund 78 SELF INSURANCE-LIABILITY&PROP	(122,000.00)	29,913.29	29,913.29	•	(17,482.86)	(134,430.43)	

Criteria: Type = Summary; Budget Status = Revised; Financial Options = RevenueExpenditure; Include Accruals = Yes; Negative Balance Only = No; Include Budget Account Details = No; Include GL Status = Pended, Encumbered, PreEncumberd; Sort/Group = Fund, Major Range; Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

Major Range Description	Revised Budget	Current Activity			Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 79 EDCT FOUNDATION							
Revenue							
Other Local Revenue (880000 to 889999)	28,996.00	57,044.71	57,044.71	196.73%	(2,042.09)	(26,006.62)	(89.69%)
Interfund Transfers In (898000 to 898999)	200,000.00	195,000.00	195,000.00	97.50%		5,000.00	2.50%
Total Revenue	228,996.00	252,044.71	252,044.71		(2,042.09)	(21,006.62)	
Expenditure							
Classified Salary (200000 to 299999)	136,419.71	120,845.00	120,845.00	88.58%	-	15,574.71	11.42%
Employee Benefit (300000 to 399999)	49,983.13	49,673.69	49,673.69	99.38%	-	309.44	0.62%
Books and Supplies (400000 to 499999)	12,500.00	5,022.07	5,022.07	40.18%	4,730.64	2,747.29	21.98%
Services and Operating Expenditures (500000 to 599999)	53,679.00	11,614.54	11,614.54	21.64%	38,121.21	3,943.25	7.35%
Capital Outlay (600000 to 699999)	35,100.00	18,814.36	18,814.36	53.60%	13,752.30	2,533.34	7.22%
Total Expenditure	287,681.84	205,969.66	205,969.66		56,604.15	25,108.03	
Total Fund 79 EDCT FOUNDATION	(58,685.84)	46,075.05	46,075.05		(58,646.24)	(46,114.65)	

Criteria: Type = Summary; Budget Status = Revised; Financial Options = RevenueExpenditure; Include Accruals = Yes; Negative Balance Only = No; Include Budget Account Details = No; Include GL Status = Pended, Encumbered, PreEncumberd; Sort/Group = Fund, Major Range; Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

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Major Range Description	Revised Budget	Current Activity			Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 84 WORKERS COMPENSATION FUND							
Revenue							
Other Local Revenue (880000 to 889999)	1,170,000.00	1,113,588.28	1,113,588.28	95.18%	<del>-</del>	56,411.72	4.82%
Total Revenue	1,170,000.00	1,113,588.28	1,113,588.28		-	56,411.72	
Expenditure							
Services and Operating Expenditures (500000 to 599999)	1,170,000.00	986,985.49	986,985.49	84.36%	52,250.86	130,763.65	11.18%
Total Expenditure	1,170,000.00	986,985.49	986,985.49		52,250.86	130,763.65	
Total Fund 84 WORKERS COMPENSATION FUND	-	126,602.79	126,602.79		(52,250.86)	(74,351.93)	

Criteria: Type = Summary; Budget Status = Revised; Financial Options = RevenueExpenditure; Include Accruals = Yes; Negative Balance Only = No; Include Budget Account Details = No; Include GL Status = Pended, Encumbered, PreEncumberd; Sort/Group = Fund, Major Range; Page Break by = Fund; Account Masking = No Masking; Fund = !51,!69; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

#### 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:** July 13, 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 May (See attached)

#### **BOARD IMPERATIVE**

Institutional Effectiveness

#### FINANCIAL IMPLICATIONS

None







## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CLERY ACT CRIMES May 2017

Case#	Reported	Reportable Clery Crimes	Location	Disposition
ON CAMPU	<u>S:</u>			
CRAFTON				
NO INCIDEN	ITS TO REPORT			
DISTRICT				
NO INCIDEN	ITS TO REPORT			
Valley				
17-153	5/02/17	Health & Safely	Tech	Subject Arrested
17-166	5/16/17	Open Container	North Hall	Subject Arreste
PUBLIC PRO	PERTY:			
CRAFTON				
NO INCIDEN	ITS TO REPORT			
DISTRICT				
NO INCIDEN	ITS TO REPORT			
VALLEY				
NO INCIDEN	ITS TO REPORT			

#### 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:** July13, 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 \$36,269,928.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence

#### FINANCIAL IMPLICATIONS

This is an information item only. There are no financial implications.



9,837

100

32,326

7,953

724

32,226

12,247

3,308

35,634

13,461

-1,946

33,688

**Total Disbursements** 

**Ending Cash Balance** 

Increase / (Decrease) in Cash Balance

### General Fund Cash Flow Analysis<sup>†</sup>

**PROJECTIONS** 

Fiscal Year 2016-17

1	ì			i	i	ï	ì	ï		î				
	JUL	AUG	SEPT	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	ACCRUALS	TOTAL
Beginning Cash Balance	31,501	32,226	32,326	35,634	33,688	33,421	36,474	42,208	39,727	37,761	41,116	43,379		
Passints														
Receipts														
Federal	11		13	149	66	1	867	263	13	-3	236	15		1,631
State	7,271	6,112	11,928	10,293	16,284	6,960	7,141	5,350	11,912	7,064	7,145	7,222		104,683
State Deferrals														
Local	1,082	2,836	13	958	3,280	6,523	8,335	1,633	-114	6,614	4,445	1,052		36,658
Temporary Borrowings														
Inc Transfer & Sale of Assets		3		3		186						4		196
Accounts Receivable/Accruals	313	986	3,600	111	207	648	-309	70	376	253	576	179		7,012
Total Receipts	8,677	9,937	15,555	11,515	19,837	14,318	16,034	7,316	12,187	13,929	12,403	8,473		150,180
Disbursements														
Academic Salaries	4	1,915	3,450	3,772	3,832	3,766	3,773	3,530	3,743	3,803	3,808	6,259		41,655
Classified Salaries	1,770	1,936	2,132	2,226	2,191	2,497	2,263	1,998	2,421	2,275	2,334	2,771		26,814
Benefits	850	1,471	1,721	1,777	1,709	1,811	1,777	1,753	1,832	1,811	1,818	1,848		20,179
Supplies & Materials	-7	70	161	177	125	114	135	201	210	158	309	989		2,641
Other Operating Exp	6	479	3,867	3,967	1,778	2,292	1,885	1,967	2,941	1,922	1,534	7,790		30,427
Capital Outlay		-12	56	396	309	89	364	239	296	415	490	2,292		4,933
Other Outgo	4	129	12	230	564	734	117	121	58	183	47	4,462		6,662
Longterm Post-Employment Benefits		-5	-8	-8	-4	-8	-8	-8	40	-1	6			-5
Accounts Payable/Accruals	5,326	3,857	857	924	9,599	-31	-5	-3	2,612	7	-207	-10,829		12,106

11,265

3,053

36,474

10,300

5,734

42,208

9,797

-2,481

39,727

10,574

3,355

41,116

14,153

-1,966

37,761

15,582

-7,109

36,270

10,140

2,263

43,379

145,412

Rounded to the nearest 1,000. As of June 20, 2017

20,103

-267

33,421

#### 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:** Amalia Perez, Director, Human Resources

**DATE:** July 13, 2017

**SUBJECT:** Information Item: CSEA MOU

#### **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 constitutes the full and complete Agreements. The MOUs pend CSEA ratification.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### **FINANCIAL IMPLICATIONS**

None.

By And Between

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

And

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO CCD
CHAPTER 291

May 16, 2017

Terms and Conditions: This agreement is entered by between California School Employees Association and its San Bernardino CCD Chapter 291 (hereinafter referred to as "Association) and San Bernardino Community College District (hereinafter referred to as "District"), collectively ('the parties").

#### Bilingual and Bi-Literate Stipend Article 7.3.2.1 and Article 7.3.3

The District and the Association enter into the following agreement:

The District and the Association agree that effective May 1, 2017, that all unit members listed shall be compensated at the rate of \$50.00 per month for each foreign language the employee below is required to verbally translate, including American Sign Language (ASL) for their *Bilingual* services.

- Jose Luis Alvarez
- Norma Campos
- Cindy Huerta
- Rosemarie Parra
- Marlena Vallejo
- Geno Vargas
- Jorge Vivar

The District and the Association enter into the following agreement:

The District and the Association agree that effective May 1, 2017, that all unit members listed shall be compensated at the rate of \$50.00 per month for each foreign language the employee below is required to translate in writing or written material for their *Bi-Literate* services.

- Norma Campos
- Maria Davila
- Maria Gonzalez
- Cindy Huerta
- Osman Parada
- Cesar Rojas
- Jorge Vivar

This agreement is subject to all approvals required by the CSEA Policy 610 and the District.

DISTRICT:

Amalia Perez

Director, Human Resources

ASSOCIATION:

Grayling Eation, CSEA President

Chief Negotiator

Natalie Dorado

CSEA, Labor Relations Representative

Acarree Stacy Garcia

Kevin Palkki/

Fermin Ramirez

Ginger Sutphin

#### By And Between

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

And

#### CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO CCD CHAPTER 291

June 19, 2017

Terms and Conditions: This Memorandum of Understanding is entered by between California School Employees Association and its San Bernardino CCD Chapter 291 (hereinafter referred to as "Association) and San Bernardino Community College District (hereinafter referred to as "District"), collectively ('the parties'').

#### Bi-Literate Stipend Article 7.3.3

The District and the Association agree that effective May 1, 2015, Rosa Beck, in accordance with Article 7.3.3 shall be compensated at the rate of fifty dollars (\$50.00) per month, retroactively up to current date for her services.

This agreement is subject to all approvals required by the CSEA Policy 610 and the District.

For the DISTRICT:

Amalia Perez

Director, Human Resources

For the ASSOCIATION:

Grayling Eation, CSEA Presider

Chief Negotiator

Vatalie Dorado

CSEA, Labor Relations Representative

By And Between

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

And

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO CCD CHAPTER 291 May 16, 2017

Terms and Conditions: This Memorandum of Understanding is entered by between California School Employees Association and its San Bernardino CCD Chapter 291 (hereinafter referred to as "Association) and San Bernardino Community College District (hereinafter referred to as "District"), collectively ('the parties").

#### Bi-Literate Stipend Article 7.3.3

The District and the Association enter into the following agreement: The District and the Association agree that effective May 1, 2015, that all unit members listed below shall be compensated at the rate of fifty dollars (\$50.00) per month, retroactively up to current date for their services.

Jeanette Frausto Elizabeth Lopez Liliana Molina Gabriela Padilla Zayne Peraza Rosemary Rivera-Reza Michael Sola

This agreement is subject to all approvals required by the CSEA Policy 610 and the District.

ason

Amalia Perez

Director, Human Resources

ASSOCIATION:

Grayling Eation, CSEA President

Chief/Negotiator

Natalie Dorado

CSEA, Labor Relations Representative

Stacy Garcia

Kevin Palkki

Fermin Ramirez

Ginger Sutphin

#### By And Between

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

And

#### CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO CCD CHAPTER 291

June 19, 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").

The District and the Association agree to approve the Out-of-Class assignment for Maria E. Torres, Clerical Assistant II, to Human Resources Coordinator, Confidential, under the following stipulations:

- The length of the assignment will be effective June 12, 2017 for a maximum of 6 months or earlier upon the recruitment of a Human Resources Coordinator.
- 2. The Employee will be compensated from the Confidential Salary Schedule at Range 1, Step A (\$3865.43). 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.
- The parties agree that Maria Torres, while performing the out-of-class assignment, remains a unit member and may avail herself of any and all rights and representation afforded her through 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 Human Resources Coordinator or be evaluated during this out of class service.
- Upon completion of the Out-of-Class assignment, the Employee shall return to her regular classified position as Clerical Assistant II.
- The District and the Association agree that during the Out-of-Class assignment, the Employee's seniority as Clerical Assistant II will continue to accrue and the Out-of-Class assignment will not be construed in any manner as a break in service.

This Memorandum of Understanding constitutes the full and complete Agreement regarding the Outof-Class assignment of Maria E. Torres.

This agreement is subject to all approvals required by the CSEA Policy 610 and the District.

For the District

Amalia Perez, SBCCD

Director, Human Resources

17. V

Grayling Bation

President, CSEA Chapter 291

Natalie Dorado

Labor Relations Representative

#### By and Between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

And

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER 291

#### June 13, 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 San Bernardino Community College District Chapter 291 (hereinafter, "Association.").

The District and Association (hereinafter, "Parties") agree in accordance with the 2013/2016 CSEA collective bargaining agreement that Forsberg Consulting of Roseville, California will be contracted to conduct a Compensation Study per CBA Article 16.3.5.2.

The Parties agree that the consultant shall complete the Compensation Study within six (6) months of board approval of the consultant's contract on or before the 2017 August Board Meeting. Upon completion of the Compensation Study, the Parties shall negotiate the effects and implementation of the Compensation Study. The implementation of the Compensation Study shall be effective July 1, 2017. Should Forsberg Consulting of Roseville, California be unavailable for a timely engagement, the Parties shall meet and confer on an alternative consultant. The implementation shall be completed no longer than three (3) months after negotiations of the completed compensation study.

The Parties agree that the following list of classified positions as benchmarks will be included in the Compensation Study. The District may add additional administrator positions, faculty positions, salary schedules, and longevity pay with the contracted party. The additional positions, salary schedules, community college districts and longevity pay shall be separate and shall not interfere with the Association's Compensation Study timelines, results and implementation.

The Parties agree that the Compensation Study shall compare the District's labor market positions to the median of the market data collected from the seven (7) community college districts listed below. The Parties agree that Forsberg Consulting shall make every effort to ensure sufficient comparison points are available for each position based on scope of work. If there is not a matching classification title, Forsberg Consulting shall provide no less than two (2) comparable positions.

The following classifications surveyed shall be:

- 1. Accountant
- Administrative Assistant I
- 3. Administrative Secretary
- Admissions and Records Coordinator
- Book Buyer (Bookstore)
- 6. Budget Analyst
- 7. Clerical Assistant II
- College Security Officer
- 9. Database Administrator
- Financial Aid Specialist II
- 11. Grounds Caretaker
- 12. Laboratory Technician Chemistry
- 13. Laboratory Technician Physics
- 14. Learning Resources Assistant
- 15. Library Technical Assistant II
- 16. Maintenance Technician (Skilled)
- 17. Payroll Accountants

Page 1 of 2

Compensation Study June 13, 2017

- 18. Program Manager (KVCR)
- 19. Programmer Analyst
- 20. Research Analyst
- 21. Secretary I
- 22. Student Services Technician I
- Systems Analyst
- 24. Warehouse Operations Worker

The Parties agree that the following California community college districts will be included in the Compensation Survey.

- 1. Mt San Jacinto CCD^
- 2. Chaffey CCD^
- Mt San Antonio CCD^
- 4. College of the Desert District^
- Riverside CCD^\*
- 6. Victor Valley College^
- Palomar CCD^
- \*Multiple college districts

This agreement is subject to all approvals required by CSEA Policy 610 and the District.

For the District:

Amalia Perez

SBCCD, Human Resources

For CSEA Chapter 291:

Graying Eatlon, Chapter President

Chief Negotiator

Kevin Palkki, Team Member

Stacy Garcia, Team Member

Fermin Ramirez, Team Member

Ginggr Sutphin, Team Member

Natalie Dorado

SEA Labor Relations Representative

<sup>&#</sup>x27;Original comparative districts

#### Bv And Between

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

And

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER 291

June 27, 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").

The District and the Association agree to approve the Out-of-Class assignment for Larry Aycock, Admissions & Records Coordinator, to Director, Admissions & Records, Management and Supervisor Employee Group, under the following stipulations:

- The length of the assignment will be effective July 1, 2017 for a maximum of 6 months or earlier upon the recruitment of a Director, Admissions & Records for Crafton Hills College.
- 2. The Employee will be compensated from the Management and Supervisor Salary Schedule at Range 14, Step A (\$86,315.60). 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.
- The parties agree that Larry Aycock, while preforming 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 his Out-of-Class assignment as the Director, Admissions & Records or be evaluated during this out of class service.
- Upon completion of the Out-of-Class assignment, the Employee shall return to his regular classified position as Admissions & Records Coordinator.
- The District and the Association agree that during the Out-of-Class assignment, the Employee's seniority as Admissions & Records Coordinator will continue to accrue and the Out-of-Class assignment will not be construed in any manner as a break in service.

This Memorandum of Understanding constitutes the full and complete Agreement regarding the interim Management assignment of Larry Aycock.

The Sunset date of this MOU is January 1, 2018.

This agreement is subject to all approvals required by the CSEA Policy 610 and the District.

For the District

Amalia Perez, SBCCD Director, Human Resources rayling Eation

Chief Negotiator, CSEA Chapter 291

#### By And Between

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

And

## CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER 291

June 27, 2017

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

#### 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: Amalia Perez, Director, Human Resources

**DATE:** July 13, 2017

**SUBJECT:** Informational Item: CTA MOUs

#### **RECOMMENDATION**

This item is for information only and no action is required.

#### **OVERVIEW**

The District and San Bernardino Community College Teachers Association met and entered into Memorandums of Understanding.

#### **ANALYSIS**

The attached Memorandums of Understanding constitute the full and complete Agreements between the District and the Association.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### **FINANCIAL IMPLICATIONS**

None.

This Memorandum of Understanding is made and entered into this 29<sup>th</sup> day of June, 2017 between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT herein after the District) and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION/CTA/NEA (hereinafter the Association.)

June 29, 2017

It is HEREBY AGREED that:

Article 29: DURATION OF AGREEMENT, between the San Bernardino Community College District and the San Bernardino Community College District Teachers Association stipulates that "This Agreement shall remain in full force and effect beginning July 1, 2014 through June 30, 2017." The Article further establishes that, "The district and the Association shall reopen Articles 10 – Wages and Related Appendices and Article 13 – Workload in addition to Article 11-Health and Welfare Benefits in each year of the Agreement. The Association and/or the District may elect to open one (1) additional article each year."

The District and the Association acknowledge that there is some uncertainty regarding the State Budget Act at this time, in part caused by the uncertainty with the Federal Education Budget. Therefore, in order to ensure a smooth transition between school years, the Parties agree to the following:

- The Agreement shall remain in full force and effect from July 1, 2017, through June 30, 2019.
- 2. The District and the Association agree to continue negotiating the transition to Canvas.
- 3. Article 12- Work Calendar shall remain open for the 2017-18 negotiations.
- The following Memoranda of Understanding (MOUs) reached during the 2016-17 negotiations shall remain in full force and effect during this extension:
  - a. Classified Evaluation of Instructional/Non-instructional Faculty Form (Attachment A)
  - b. Hourly Sick Leave Earned (Attachment B)
  - c. Dual/ Concurrent Enrollment Course Staffing (Attachment C)
  - d. Extension of Special Assignment and Grant Participation (Attachment D)
  - e. VIDEO and AUDIO Recording Equipment (Attachment E)
  - f. Coordinators (Attachment F)
  - g. Coaches and Assistant Coaches (Attachment G)
  - Health and Welfare Benefits (Attachment H)
- 5. Given that the District is conducting a market comparison survey, within forty-five days (45) of the publication of the findings of that study, the District and the Association shall meet to examine the impact of the study on any financial agreements in these MOUs. Upon the completion of this study, these MOUs shall be considered reopeners for the purposes of financial negotiations as defined below.
- Within forty-five (45) days after the signing of the 2017-2018 State Budget Act, the District and the Association shall meet to examine the impact of the Budget Act on the District budget.
- Upon the signing of the State Education Budget the Parties shall meet to negotiate salary increases and other reopeners for the 2017-2018 year based upon the District's financial status.
- Upon completion of these agreements, the Association and the District shall follow the ratification process as prescribed in the EERA of 1975.
- No later than April 15, 2018, the Parties shall commence meeting and negotiating for a successor agreement for 2019-2022.

This Memorandum of Understanding shall remain in force until <u>June 30, 2019</u> or until the Parties reach agreement on a successor agreement.

For the District:

Amalia Perez, Director

Human Resources-Employee Relations

For the Association:

Dr. Sheri Lillard, President SBCCDTA-CTA/NEA

#### Attachment A

# MEMORANDUM OF UNDERSTANDING By and Between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT AND SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION

#### Classified Evaluation of Instructional/Noninstructional Faculty Form January 27, 2017

This Memorandum Of Understanding is made and entered into on this 27<sup>th</sup> day of January, 2017, between the San Bernardino Community College District Teachers Association (hereinafter referred to as "the Association") and the San Bernardino Community College District (hereinafter referred to as "the District").

**WHEREAS:** the District retains the sole right to evaluate faculty as outlined in the "District Rights" Article in the current SBCCD – SBCCDTA Collective Bargaining Agreement (hereafter "CBA"); and

WHEREAS: the Association and the District both acknowledge that the "Classified evaluation of Instructional/Noninstructional evaluation form" (page 110 in the current CBA) has no place in the CBA between the Association and the District; and

WHEREAS: in an effort to conform with State law on the evaluation of Association members,

It is therefore agreed that:

- A. The "Classified Evaluation of Instructional/Noninstructional Faculty" evaluation form (page 110 in the current CBA) will be permanently removed from the current CBA.
- B. Article 16, C 1. b. (page 30) shall be stricken.

This Memorandum of Understanding reflects a permanent change in the SBCCDTA – SBCCD Collective Bargaining Agreement effective as of January 27, 2017.

For the District

Bruce Baron, Chancellor SBCCD

For the Association

Sheri Lillard, President SBCCDTA-CCA/CTA/NEA

#### Attachment B

# MEMORANDUM OF UNDERSTANDING By and Between SAN BERNARDINO COMMUNITY COLLEGE TEACHER ASSOCIATION And SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

#### Hourly Sick Leave Earned

WHEREAS: The Association and the District agree that the Hourly Sick Leave Earned document dated August 27, 1991 is still in effect regarding hourly sick leave; and

WHEREAS: It is not known why the document no longer appears in the Collective Bargaining Agreement (CBA); and

WHEREAS: There has been no lapse of use of the document,

THEREFORE, BE IT AGREED THAT:

The Hourly Sick Leave Earned document is still in effect and shall be incorporated into the successor CBA as an appendix.

This memorandum is hereby executed by representatives of the District and the Association on 31st day of March 2017.

For the District

Bruce Baron, Chancellor Amalia Perez, Director, HR

SBCCD

For the Association

Dr. Sheri Lillard, Association President

SBCCDTA-CTA-NEA

#### HOURLY SICK LEAVE EARNED

HOURS WORKED	HOURS EARNED FOR SICK LEAVE
1 - 7	0.00
8 - 15	0.50
16 - 23	1.00
24 - 31	1.50
32 - 39	2.00
40 - 47	2.50
48 - 55	3.00
56 - 63	3.50
64 - 71	4.00
72 - 79	4.50
80 - 87	5.00
88 - 95	5.50
96 - 103	6.00
104 - 111	6.50
112 - 119	7.00
120 - 127	7.50
128 - 135	8.00

#### SICK LEAVE FOR HOURLY CERTIFICATED PERSONNEL

HOURLY CERTIFICATED EMPLOYEES EARN SICK LEAVE BENEFITS APPLICABLE TO HOURLY ASSIGNMENTS ONLY ON THE BASIS OF ONE WEEK'S CONTACT HOURS PER REGULAR SEMESTER FOR EACH ASSIGNED CLASS. IF THE INSTRUCTOR TEACHES OTHER THAN A REGULAR SEMESTER, THE SICK LEAVE ENTITLEMENT IS BASED UPON THE TOTAL CLASS CONTACT HOURS DIVIDED BY 15. AT THE BEGINNING OF EACH SEMESTER, THE AMOUNT DUE EACH EMPLOYEE SHOULD BE ADVANCED AND ANY AMOUNT OF EARNED SICK LEAVE NOT USED MAY BE ACCRUED FROM YEAR TO YEAR.

NON-TEACHING CERTIFICATED EMPLOYEES ARE COVERED UNDER THIS POLICY

#### Attachment C

# MEMORANDUM OF UNDERSTANDING By and Between SAN BERNARDINO COMMUNITY COLLEGE TEACHER ASSOCIATION And SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Dual/ Concurrent Enrollment Course Staffing

WHEREAS: The Association and the District agree that finding opportunities for qualified high school students to begin working towards their college and career post secondary degrees; and

WHEREAS: The Association and the District agree that working together can produce better results for the students who engage in these opportunities; and

WHEREAS: Assembly Bill 288 of 2015 and Senate Bill 388 from 2003 enables the Association and the District to build a truly collaborative approach to providing these opportunities to the best interest to both faculty and District alike; and

WHEREAS: Careful implementation of Assembly Bill 288 of 2015 and Senate Bill 388 from 2003 affords the District the opportunity to expand FTEs with the related resources; and

WHEREAS: Assembly Bill 288 of 2015 and Senate Bill 388 from 2003 provides protections of Collective Bargaining Agreement (CBA) and the Association protections therein,

#### THEREFORE, BE IT AGREED THAT:

- The instructional work in these courses offered to partner high school students shall solely be the work of the Faculty represented in the San Bernardino Community College District Teachers Association Collective Bargaining Agreement.
- 2. Before a dual enrollment course is filled or offered:
  - a. The opportunity to teach these courses shall first be offered to full time Faculty in the Association.
  - b. Any full-time Faculty member who accepts the offer to teach these courses shall have the right to teach these courses as part of their regular load or as overload assignment in accordance with the CBA.
  - Following the decision of the full-time Faculty member not to desire the assignment, the opportunity to teach these courses shall be offered to current Adjunct Faculty who meet the minimum qualifications.
  - d. Following the decision of the Adjunct Faculty not to desire the assignment, the opportunity to teach these class assignments shall then be offered to a qualified Adjunct Faculty in the discipline's pool. Qualified high school faculty are encouraged to apply for Adjunct positions through the SBCCD website.
- Evaluations procedures shall remain in accordance with the CBA.
- The District shall provide training to all Faculty who teach these courses in accordance with the Child Abuse Neglect and Reporting Act.
- 5. Faculty shall receive mileage reimbursement for any activity related to dual enrollment as indicated in Article 19.

This agreement shall remain in full force and effect beginning this \_\_\_\_ day of April 2017.

For the District

Bruce Baron, Chancellor

SBCCD

For the Association

Dr. Sheri Lillard, Association President

SBCCDTA-CTA-NEA

#### Attachment D

# MEMORANDUM OF UNDERSTANDING By and Between San Bernardino Community College District And San Bernardino Community College District Teachers Association

WHEREAS: The Memorandum of Understanding (hereinafter, MOU) between the San Bernardino Community College District (hereinafter, District) and the San Bernardino Community College District Teachers Association (hereinafter, Association) regarding Special Assignment and Grant Participation will sunset June 30, 2017; and

WHEREAS: The Association and District mutually developed procedures which outline the process to be followed when a faculty member accepts work that is outside the normal contract workload through the Special Assignment and Grant Participation MOU (Appendix I);

IT IS THEREFORE AGREED THAT:

G. F. Duration of Agreement: The duration of the agreement of the memorandum of understanding shall be extended through June 30, 2018.

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter, MOU) is between the San Bernardino Community College District (hereinafter, District) and the San Bernardino Community College District Teachers Association (hereinafter, Association).

WHEREAS: The Association and District agree that the Association is the exclusive representative of all academic regular, contract, and hourly instructors, counselors, librarians, college nurses, and all department heads in accordance with the Educational Employment Relations Act (EERA) and Article 2 - UNIT DESCRIPTION / RECOGNITION of the Agreement between the District and the Association, and therefore has the legal duty and responsibility to represent and negotiate for all bargaining unit members; and

WHEREAS: The Association and District agree that useful and necessary work to increase the educational opportunities for students of the College may involve assigning faculty work that is outside the contract teaching load; and

WHEREAS: The Association and District agree that such work can have a direct impact on hours, wages and working conditions of bargaining unit members of the Association, and the Academic Senate's purview is the academic component of such work; and

WHEREAS: The Association and District wish to protect those bargaining unit members currently performing work outside the contract as of the April 9, 2015 Board of Trustees meeting; and

WHEREAS: The Association and District mutually agreed to develop procedures which outline the process to be followed when a faculty member accepts work that is outside the normal contract workload;

#### IT IS THEREFORE AGREED THAT:

#### A . Special Projects

<u>Special Project</u>. For purposes of this section, a special project is defined as any District directed/provided work outside the contract that impacts the Association bargaining unit members' hours, wages and working conditions. For the purposes of this section, the term workload shall be as defined in Article 13, Section B-1.

For special projects beyond the assigned workload, that require time up to and including 54 non-instructional hours per semester, the District shall notify the Association of the duties involved in the project prior to initiating the workload. For special projects that exceed 54 non-instructional hours per semester, the Association and the District shall follow these steps:

- Prior to initiating any defined workload outside the contract, a description of the duties shall be provided to the President of the Association for analysis and review.
- The Association shall have five (5) business days within which to analyze and review the special project for those elements which impact the hours, wages and working conditions of Association bargaining unit members. If no response is received from the Association within the five (5) business day period, the District will move forward.
- The Association and the District shall use Section C of this MOU reflecting the identified impacts on hours, wages and working conditions of Association bargaining unit members.

#### B. Grants

<u>Grant</u>. For purposes of this section, a grant is defined as any external source funded project that impacts the Association bargaining unit members' hours, wages and working conditions. Awards that do not impact Association bargaining unit members' hours, wages and working conditions, are not included in the definition of "Grant" as expressed in this section. Bargaining unit members, whose content knowledge is pertinent to the grant, shall be involved in the development of the grant application from the start.

For grants that impact the hours, wages and working conditions of Association bargaining unit members, the Association and the District shall follow these steps:

- Upon submission of the grant application, the District shall provide the following information to the President of the Association:
  - Grant description or request for proposals (RFP), if provided by the funder;
  - A brief overview or grant proposal abstract prepared by the District which specifies the anticipated impact on the Association bargaining unit members' hours, wages and working conditions;
  - c. The names of Association members whose content knowledge was used to develop the grant;
  - Name(s) of Association bargaining unit members being considered for position(s) within the grant, if applicable.

- 2. If the grant is awarded, the Association and the District shall use Section C of this MOU reflecting the identified impacts on hours, wages and working conditions of Association bargaining unit members. The District shall notify the Association of the duties involved in the project prior to initiating the workload in accordance with the following terms:
  - The Association shall be notified if the assigned workload requires time up to and including 54 noninstructional hours per semester
  - For an assigned workload that exceeds 54 non-instructional hours per semester the procedures established in Section A, items 1 through 3 of this MOU shall be followed.

#### C. Identified impacts on hours, wages and working conditions of Association bargaining unit members.

The District reserves the right to determine whether a stipend, reassigned time, or a combination of stipend and reassigned time is most appropriate for the grant or special project.

- 1. Stipend. Stipend amounts shall be based on the non-instructional hourly rate.
- Reassignment in lieu of regular assignment. For reassigned time, the District shall use Table I, WHOLE HOURS, Column 5, NIF w/o SCHRS (non-instructional).
- 3. Combination of stipend and reassigned time. A combination of stipend and reassigned time may be used if determined appropriate by the District, provided the combination does not exceed the maximum overload established in Article 13, Section D of the Agreement between the Association and District. No part of this MOU shall be interpreted as a prohibition against continuing current practices of using a combination of stipends and reassigned time for specified positions such as coaches.

#### D. Process for Grants and Special Projects

The Association and the District agree that the following parameters will guide how Association bargaining unit members' hours, wages and working conditions are impacted:

- Any Association bargaining unit member involved in a department/division/district entity where unit
  members' hours, wages and working conditions would be impacted by the grant/special project shall have the
  opportunity to volunteer to be involved in the grant/special project.
- 2. Selection of Association bargaining unit members for the grant/special project shall be based on:
  - a. The unit members' skills as needed for implementation of the grant/special project.
  - The availability of the unit members to complete the required tasks within timelines established for the grant/special project.
- 3. Upon implementation of the grant/special project, changes in the commitments of Association bargaining unit members' hours, wages and working conditions shall be addressed in accordance with Section C of this MOU. If the deliverables and/or timelines of the grant or special project have not been met, the District reserves the right to determine whether to extend the commitment with the Association bargaining unit member or pursue an alternate solution.

#### E. District Rights

No part of this MOU shall be interpreted as a prohibition against the District from exercising its rights according to Article 8 of the Agreement between the San Bernardino Community College District and the San Bernardino Community College District Chapter CTA/NEA.

#### F. Effect of Agreement

For those bargaining unit members currently doing work either in special projects or within a grant upon the effective date of this MOU shall be permitted to continue the work through the

duration of the special project or the termination of the grant work. This MOU shall be in force for any new assignments upon the effective date of the MOU.

#### G. F. Duration of Agreement

This MOU shall be in effect from April 10, 2015 through June 30, 2017. During the term of this MOU, the District and the Association can, by mutual agreement, reopen the MOU for renegotiation.

The duration of the agreement of the memorandum of understanding shall be extended through June 30, 2018.

This Memorandum of Understanding constitutes the full and complete Agreement regarding the notification to the ASSOCIATION of faculty Special Assignment and Grant participation.

This MOU shall supersede the Memorandum of Understanding dated March 9, 2015 dealing with Special Assignment and Grant Participation.

This agreement shall remain in full force and effect beginning this \(\lambda\) day of April 2017 and expire June 30, 2018.

For the District

Bruce Baron, Chancellor

SBCCD

For the Association

Dr. Sheri Lillard, Association President

SBCCDTA-CTA-NEA

#### Attachment E

April 14, 2017

#### Memorandum of Understanding

To

# San Bernardino Community College District Teachers Association From

#### San Bernardino Community College District

#### VIDEO and AUDIO Recording Equipment

#### April 14, 2017

WHEREAS: Article 20 -SAFETY CONDITIONS OF EMPLOYMENT of the collective bargaining agreement provides that "The District shall furnish a place of employment which is safe for members of the bargaining unit." And

WHEREAS: The District Board Policy 3500 - CAMPUS SAFETY stipulates that "The board is committed to a safe and secure District work and learning environment." And

WHEREAS: The Association recognizes the need to protect the property and equipment of the District throughout the campuses from damage, theft, or destruction. And

WHEREAS: The Association recognizes that video and/or audio recording equipment can be an effective deterrent to criminal activity on the District property. And

WHEREAS: The Association acknowledges that one way for the District to protect property, equipment and personnel is through the installation and monitoring of video and/or audio recording equipment,

#### IT IS THEREFORE AGREED THAT:

- 1. Video and/or audio recording equipment may be installed in locations where there is no reasonable expectation of privacy such as in hallways, parking lots, front offices and lobbies where students and employees come and go, storage areas, warehouses, outdoor areas and other places in public view. Video equipment installed in buildings near unit members' work and office areas and classrooms shall be pointed into hallways and doorways whenever feasible. Video equipment installed in storage areas, warehouses and other areas needing enhanced security may be pointed in areas other than hallways and doorways, and the Association shall be notified prior to installation.
- Video and/or audio recording equipment shall not be installed in classrooms and labs of instructional faculty or in the work areas of non-instructional faculty, with the exception that such equipment may be installed in the entries and lobbies of such areas, for example, in the lobbies of Learning Resource Centers.
- Video and/or audio recording equipment shall not be installed in any locations where there is a reasonable
  expectation of privacy in accordance with applicable laws; e.g., restrooms, locker rooms, break rooms,
  faculty offices.
- The District shall post signs to notify students and staff of the presence of video and/or audio recording equipment in the exterior locations and in hallways.
- The District shall provide the Association a semi-annual report, upon request, of the number and location of all video and/or recording equipment.
- 6. All viewing of video images and/or listening to audio (live or recorded) shall only be conducted by the

District's Sergeant(s), the District's Chief of Police, and/or the Chancellor of the District or designee. All video monitors shall be positioned in a location that will not permit students to view images of other students.

- 7. When incidents are suspected to have occurred that may be revealed on the video and/or audio recordings, only the Chancellor or designee, the District's Police Chief and/or non-CSEA law enforcement may review the video and/or audio records. Examples of such incidents include but are not limited to incidents involving criminal activity, personal injury, property damage, theft, trespassing, and physical altercations between persons.
- 8. The District shall not use video/audio recordings as part of progressive discipline and/or in connection with the evaluation of an Association bargaining unit member's performance, however, such video/audio recordings may be relied upon in disciplinary proceedings involving criminal conduct and/or misconduct that results in unwarranted property damage, theft, personal injury, or physical altercations with others.

For the District:

Bruce Baron/Amalia Perez

SBCCD

For the Association:

Amy Avelar

### Attachment F

April 14, 2017

# Memorandum of Understanding To San Bernardino Community College District Teachers Association From San Bernardino Community College District

#### April 14, 2017

WHEREAS: The Memorandum of Understanding (hereinafter, MOU) between the San Bernardino Community College District (hereinafter, District) and the San Bernardino Community College District Teachers Association (hereinafter, Association) regarding faculty coordinators.

Whereas faculty coordinators play an instrumental role in accomplishing very specific duties for the colleges that require the faculty member's expertise; and

Whereas the Association and the District both acknowledge the need for consistent, generalized description of duties and tasks in order to compensate faculty coordinators fairly; and

Whereas the Association and District agree that definitions of coordinator and faculty lead are necessary;

#### It is therefore agreed that:

- A. The position of faculty coordinator is a position that is equivalent to a one (1) full-time equivalence. The District agrees to update the Association when a faculty coordinator position is developed by either the Colleges or the District.
- B. The following are Faculty Coordinator duties:
  - Collaborates with campus departments to ensure that the college catalog is current and accurate in the areas of interest to the coordinated area.
  - Leads, coordinates and facilitates the preparation of area planning documents in consultation with employees in the coordinated area.
  - Recommends to the appropriate administrator, the coordinated area's preliminary budget and purchase orders for materials, supplies, and other activities. May recommend the scheduling of the coordinated area.
  - 4. Coordinates the use of the coordinated area's facilities, submits requests to the appropriate administrator for the purchase, maintenance, and repair of equipment.
  - May identify and recommends candidates for the recruitment and employment in the coordinated area (tutors, etc.) as appropriate.
  - Maintains regular and effective modes of communication with administration, faculty, staff, students, and the community on areas of interest to the coordinated area.
  - Regularly initiates, schedules, attends and participates in meetings to facilitate effective coordination and provide expertise related to the coordinated area.
  - 8. Attempt to initially resolve concerns within the coordinated area at the informal level.
  - Coordinates with the Vice President, Dean or Associate Dean in convening advisory board meetings as appropriate.

- 10. Attends conferences or other off- campus events in order to stay current on issues, past practices, and other items related to effectively leading activities in, or related to, the coordinated area as funding permits.
- 11. Provides leadership and sets priorities for the daily operations within the coordinated area.
- Serves as the person primarily responsible for developing activities, training and workshops related to the coordinated area.
- 13. Serves on campus and District committees.
- 14. Other duties as assigned in accordance with Title 5, California Education Code and Government Code and the Collective Bargaining Agreement between SBCCD and SBCCDTA Article 13, Sections A2 and B7.
- C. It is agreed that compensation for the above work shall be based on the faculty member's placement on the current full-time salary schedule.
- D. The role of faculty coordinator has additional duties beyond the 14 duties listed above, those duties are extra work and are similar to the duties of faculty chairs. Until a similar compensation plan is developed, coordinators shall receive four hundred dollars (\$400.00) per month compensation for their duties, retroactive to July 1, 2016. The compensation for the Faculty Coordinators will be evaluated during the 2017 Compensation Study. Both the Association and the District will negotiate the compensation for Faculty Coordinators within forty-five (45) days of completion of the 2017 Compensation Study.
- E. Appendix A-5 Coordinator Compensation shall be stricken.
- F. Due to the nature of the work coordinators do, the District agrees to proactively apply Article 24: Miscellaneous Provisions: "The District recognizes that support should be given to bargaining unit members in terms of necessary clerical assistance...". The District acknowledges that coordinators shall be invited to training on any new or changes to state/federal/grant mandates, software, etc. that affects their areas directly.
- G. The position of faculty lead is defined as a short-term or temporary assignment(s), filled by faculty members because the work is faculty purview work, in an effort to complete the special project(s) or assignment(s) based on District need. This definition shall also apply to current, less-than 1.0, faculty coordinators. Appendix I (MOU- Special Assignment and Grant Participation) will be utilized. The MOU shall be reviewed through the negotiations process and modified as necessary.

For the District

For the Association

SBCCDTA-CTA-NEA

Bruce Baron, Chancellor

Amalia Perez, Director, Human Resources

SBCCD

#### Memorandum of Understanding

To

#### San Bernardino Community College District Teachers Association

#### From

#### San Bernardino Community College District

#### Coaches and Assistant Coaches

#### April 14, 2017

Whereas: Article 13-Workload has not adequately addressed or described the workload of coaches; and

Whereas: Coaches are faculty members and the only reference to coaches is in Appendix A–3, which was last updated in 2006; and

Whereas: The Association and the District both acknowledge the need to address the inequity in coach and assistant coach stipends, lack of reassigned time, and resources; and

Whereas: The Association and District acknowledge the requirement to adhere to Title IX,

#### IT IS THEREFORE AGREED THAT:

#### ARTICLE 13: Workload

A. The following additional duties for Coaches and Assistant Coaches are beyond those outlined in Article 13:

- Perform additional working hours, which may include the breaks (spring, summer and winter), weekends, and evenings.
- 2. Take and pass the California Community College Athletic Association (CCCAA) exam.
- 3. Make recommendations for the hiring of assistant coach(es).
- 4. Organize and execute an aggressive scouting and recruiting program of local and regional high school student athletes and out-of-state student athletes; actively participate and support high school visitations; establish individual contacts with athletes and parent/ guardians; follow-up correspondence/emails; lead campus tours for prospective student athletes.
- 5. Scout opponent teams.
- 6. Direct current and prospective student athletes to the appropriate resource to ensure their success (i.e. admissions office, financial aid office, tutoring centers, athletic counselor).
- Monitor that student-athletes get grade checks completed by professors and turned in to the coaches in a timely manner.
- 8. Assist in maintaining accurate records of any required physical exam documentation and injury records for the student-athletes.
- 9. Assist the Athletic Trainer in the monitoring player injuries and rehabilitation.
- Maintain contact with 4 year schools about current student athletes.
- Resolve student-athlete issues including providing encouragement and support for student athletes, administer appropriate discipline and, if necessary dismiss players for misconduct
- 12. Submit requests for transportation, meals, and lodging for trips.
- Conduct sports clinics, camps, tournaments, races and/or charity games.
- 14. Coach practices and both traditional and non-traditional games.
- 15. Attend and participate in conference meetings for both regional and state conferences, and playoffs.

- 16. Attend and participate in local coaches' meetings, staff and conference meetings, state coaches' meetings, and coaching clinics; maintain membership and participate in meetings at the local and state coaches' associations.
- 17. Provide the Sports Information Specialist the statistics for all tournaments and other off-site contests.
- 18. Give input on the performance of each referee after each game for the referee evaluation.
- Provide leadership in articulating the athletic program to the Governing Board, administration, community, fellow faculty, and students.
- 20. Provide the necessary documentation for the reimbursement of out- of- pocket expenses.
- Present timely home-game schedules and venue needs to the appropriate manager, for subsequent submission by the manager to Maintenance & Operations.
- 22. Make recommendations for the order of uniforms and equipment each year.
- B. It is agreed that compensation for the above work shall be as follows:
  - a) All full-time Head Coaches shall receive 0.68 reassigned time.
  - Stipend for Head Coach for all sports shall be seven-thousand dollars (\$7,000.00), retroactive to July 1, 2016.
  - Stipend for Assistant Coach for all sports shall be five-thousand dollars (\$5,000.00), retroactive to July 1,2016.
  - d) Full-time faculty who are coaches or assistant coaches shall be compensated, in the event that a team makes playoffs, a stipend of six-hundred dollars (\$600.00) per week (not to exceed three (3) weeks) after the regular season has officially concluded.
  - Adjunct faculty coaches shall be compensated, in the event that a team makes playoffs, at the hourly non-instructional rate, not to exceed three (3) weeks after the regular season has officially concluded.
  - f) With the concurrence of the individuals involved, head coaching responsibility may be shared by more than one individual. The head coaching reassigned time and stipend shall be divided equally.
  - g) With the concurrence of the individuals involved, assistant coaching responsibility may be shared by more than one individual. The assistant coaching stipend shall be divided equally.
  - Coaches and assistant coaches shall receive mileage reimbursement as indicated in Article 19 and in accordance with District policy and procedures.
  - i) Travel meal funds for the coach(es), assistant coach(es), and team shall be provided. In the event that the funds are insufficient, the faculty member shall be reimbursed for out- of- pocket expenses in accordance with District policy and procedures.
  - j) Appendix A-3 (page 82) shall be stricken.
  - k) The compensation for the Coaches and Assistant Coaches will be evaluated during the 2017 Compensation Study. Both the Association and the District will negotiate the compensation within forty-five (45) days of completion of the 2017 Compensation Study.
- C. The training or practice site(s), to be in compliance with Title IX, shall be on a rotational schedule for offsite training or practices and be mutually agreed upon by the head coaches and the appropriate administrator.

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For the District

Bruce Baron, Chancellor

Amalia Perez, Director, Human Resources

SBCCD

For the Association

Amy Avelar SBCCDTA-CTA-NEA

#### Attachment H

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the San Bernardino Community College District Teachers Association (hereinafter "Association) and the San Bernardino Community College District (hereinafter the "District").

#### HEALTH AND WELFARE BENEFITS April 12, 2017

- 1. For the year 2017-2018 only, the benefit caps shall be as follows:
  - Medical plan only: \$15,959.28
    - Individual full-time unit members shall have the option to select other health plans offered by the District during open enrollment and shall be responsible for the cost differential between the plans.
    - Employees opting a lower-cost medical plan, will not receive differential.
  - Dental, Vision Plan, Basic Life and AD&D: \$653.40
    - Individual full-time unit members shall have the option to select other health plans offered by the District during open enrollment and shall be responsible for the cost differential between the plans.
  - 3) Medical plans offered to include the following:
    - A choice of five medical plans:
      - Kaiser Low HMO
      - Kaiser High HMO
      - Blue Shield Full Network
      - Blue Shield PPO
      - Blue Shield HMO ACO Network

There shall be no requirement for the District to procure the prior consent of any unit member before deducting the balance of any premium in excess of the above amount from any compensation due from the unit member.

#### 2. For the year 2018-2019:

- The District shall contribute the cost of the least expensive health and welfare plan to full-time unit members during the 2018-19 year.
- 2) Medical plans offered to include the following:
  - a. A choice of five medical plans:
    - i. Kaiser Low HMO

- ii. Kaiser High HMO
- iii. Blue Shield Full Network
- iv. Blue Shield PPO
- v. Blue Shield HMO ACO Network

There shall be no requirement for the District to procure the prior consent of any unit member before deducting the balance of any premium in excess of the above amount from any compensation due from the unit member.

This Agreement is made and entered into this 12th day of April, 2017

For The District

Bruce Baron / Amalia Perez Chancellor / Director, Human Resources For The Association

Dr. Sheri Lillard, Presiden SBCCDTA-CTA/NEA

#### 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:** John Van Whervin, Bond Program Manager, Kitchell/BRj

**DATE:** July 13, 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	Total		Revised	Total		
Contracts Awarded	Contract Ame	ndments	Base Contract	Change O	rders	
\$184,140,129.	\$1,323,068.	0.72%	\$185,463,198.	\$7,430,122.	4.01%	

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence

#### FINANCIAL IMPLICATIONS

This item is for information only. There are no financial implications.

## Measure M Construction Recap - All Projects

#### **Contract Amendments**

Campus	Original Contract Amount		mendments Pending	Base Contract Amount	Cumulative Contract Amendments
CHC-Crafton Hills College	\$ 96,960,161.97	\$ 443,133.86	\$ -	\$ 97,403,295.83	0.46%
SBVC-San Bernardino Valley College	\$ 87,179,967.09	\$ 879,934.62	\$ -	\$ 88,059,901.71	1.01%
Totals for Contract Amendments	\$ 184,140,129.06	\$ 1,323,068.48	\$ -	\$ 185,463,197.54	0.72%

## **Change Orders**

		Change	e Orders		Cumulative Change Orders
Campus	Base Contract Amount	Previous	Pending	New Contract Amount	(% of Base Contracts)
CHC-Crafton Hills College	\$ 97,403,295.83	\$ 3,440,605.14	\$ 409,747.94	\$ 101,253,648.91	3.95%
SBVC-San Bernardino Valley College	\$ 88,059,901.71	\$ 3,579,769.16	\$ -	\$ 91,639,670.87	4.07%
Totals for Change Orders	\$ 185,463,197.54	\$ 7,020,374.30	\$ 409,747.94	\$ 192,893,319.78	4.01%

# **Construction Change Summary**

**Crafton Hills College - Campus Recap** 

PROJECTS	(	Original Contract Amount	Contract A Previous	men	idments Pending	Change Previous	Or	lers Pending	New Contract Amount	Change Order % of Contract
Parking Lot/ADA/Lighting Improvement	\$	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 LIBARARY 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	\$	4,920,513.91	\$ 743.00	\$	-	\$ (97,924.41)	\$	-	\$ 4,823,332.50	-1.99%
Science Building	\$	18,763,480.49	\$ -	\$	-	\$ 1,016,777.25	\$	-	\$ 19,780,257.74	5.42%
LADM Renovation	\$	9,746,884.65	\$ -	\$	-	\$ 363,736.52	\$	348,480.95	\$ 10,459,102.12	7.31%
Crafton Center	\$	21,898,232.88	\$ -	\$	-	\$ 374,097.08	\$	-	\$ 22,272,329.96	1.71%
Student Services - A	\$	5,595,162.67	\$ -	\$	-	\$ 178,380.84	\$	61,266.99	\$ 5,834,810.50	4.28%
Temporary Parking Lot	\$	122,940.00	\$ -	\$	-	\$ 4,369.93	\$	-	\$ 127,309.93	3.55%
Chemistry/Health/Science/Classroor	\$	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	\$	418,574.80	\$ -	\$	-	\$ 7,186.67	\$	-	\$ 425,761.47	1.72%
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	\$ -	\$	-	\$ (2,972.35)	\$	-	\$ 94,127.65	-3.06%
PAC Battery Inverter & Sewer Ejecto	\$	164,262.00	\$ -	\$	-	\$ -	\$	-	\$ 164,262.00	0.00%
Churn II	\$	-	\$ -	\$	-	\$ -	\$	-	\$ -	0.00%
TOTAL	\$	96,960,161.97	\$ 443,133.86	\$	-	\$ 3,440,605.14	\$	409,747.94	\$ 101,253,648.91	3.95%

# **Construction Change Summary**

## **Crafton Hills - Parking / ADA / Lighting (PAL)**

		Original Contract	ct Contract Amendments			Change Orders					New Contract	Change Order	
Contractors		Amount		Previous		Pending		Previous		Pending		Amount	% of Contract
ASR Constructors, Inc.	\$	3,058,000.00	\$	402,801.00	\$	_	\$	95,410.00	\$	-	\$	3,556,211.00	2.76%
Environmental Manage	\$		\$	-	\$		\$	-	\$	-	\$	1,836.80	0.00%
FYR Landscaping ( <i>Pierre Sprinkler</i> )	\$	,	\$	-	\$		\$	(20,685.01)		-	\$	605,710.00	-3.30%
Hub Contstruction Spec	\$	,	\$	_	\$		\$	-	\$	_	\$	299.12	0.00%
Plumbing Piping & Construction, Inc			\$	_	\$		\$	_	\$	_	\$	3,518.00	0.00%
RDM Electric Company, Inc.	\$	·	\$	_	\$		\$	165,524.00	\$	-	\$	2,684,524.00	6.57%
TNT Electric	\$	2,853.75		1,292.32	\$		\$	-	\$	-	\$	4,146.07	0.00%
	•	,	,	,					•		•	,	
TOTAL	\$	6,211,902.68	\$	404,093.32	\$	-	\$	240,248.99	\$	-	\$	6,856,244.99	3.63%

## **Crafton Hills - Solar Farm**

	(	Original Contract		Contract A	mei			Change	e Or	ders		New Contract	Change Order
Contractors		Amount		Previous		Pending		Previous		Pending		Amount	% of Contract
Marina Landscape	\$	3,930.84	\$	-	\$	-	\$	-	\$	-	\$	3,930.84	0.00%
Marina Landscape	\$	5,319.51	\$	-	\$	-	\$	-	\$	-	\$	5,319.51	0.00%
New Seed Landscaping Services, Inc	\$	4,695.00	\$	-	\$	-	\$	-	\$	-	\$	4,695.00	0.00%
Rosendin Electric, Inc. ***	\$	6,204,580.00	\$	-	\$	-	\$	62,678.76	\$	-	\$	6,267,258.76	1.01%
Sol Focus, Inc.	\$	63,571.44	\$	-	\$	-	\$	-	\$	-	\$	63,571.44	0.00%
Southern California Edison	\$	43,648.00	\$	-	\$	-	\$	-	\$	-	\$	43,648.00	0.00%
ICOMTECT	\$	1,117.16	\$	-	\$	-	\$	(415.05)	\$	-	\$	702.11	-37.15%
								,					
TOTAL	\$	6,326,861.95	<b>¢</b>		\$		\$	62,263.71	¢		\$	6,389,125.66	0.98%
TOTAL	Ψ	0,320,001.99	Ψ		Ψ	•	Ψ	02,203.71	Ψ	•	Ψ	0,303,123.00	0.30 /0

<sup>\*\*\*</sup>NOTE: \$3,500,000 of this contract came from Measure P roll-over funds. Totals included for complete project

## Crafton Hills - Science Portable Classrooms (Math/Sci Annex)

Contractors	0	riginal Contract Amount	Contract A Previous	men	idments Pending	Change Previous	Orc	lers Pending	New Contract Amount	Change Order % of Contract
Conengr Corporation	\$	588,055.00	\$ -	\$	-	\$ (26,051.00)	\$	-	\$ 562,004.00	-4.43%
Global Modular, Inc.	\$	1,731,000.50	\$ -	\$	-	\$ 167,041.00		-	\$ 1,898,041.50	9.65%
Montgomery Hardware	\$	1,662.67	\$ -	\$	-	\$ -	\$	-	\$ 1,662.67	0.00%
RDM Electric	\$	1,787.00	\$ -	\$	-	\$ -	\$	-	\$ 1,787.00	0.00%
Three Peaks Corp.	\$	5,722.32	\$ -	\$	-	\$ -	\$	-	\$ 5,722.32	0.00%
TOTAL	\$	2,328,227.49	\$ •	\$	-	\$ 140,990.00	\$	-	\$ 2,469,217.49	6.06%

## **Crafton Hills - Data Relocation**

Contractors	Ori	iginal Contract Amount	Previous Pending		Change Previous	e Ord	ders Pending		New Contract Amount	Change Order % of Contract	
Shanks Electric Corporation	\$	36,525.52	\$	_	\$ _	\$ 37,234.00	\$	_	\$	73,759.52	101.94%
Simplex Grinnell	\$	21,962.59	\$	_	\$ -	\$ (505.95)	\$	_	\$	21,456.64	-2.30%
,		·								·	
									<u> </u>		
									<u> </u>		
									<u> </u>		
									<u> </u>		
									<u> </u>		
5054									Ļ		22.224
TOTAL	\$	58,488.11	\$	-	\$ -	\$ 36,728.05	\$	-	\$	95,216.16	62.80%

## **Construction Change Summary**

## Crafton Hills - Library Demolition (preparation for New Crafton Center)

	0	riginal Contract	act Contract Amendments		Change	orc	lers	New Contract	Change Order	
Contractors		Amount		Previous	Pending	Previous		Pending	Amount	% of Contract
Miller Environmental, Inc.	\$	574,576.00	\$	-	\$ -	\$ -	\$	-	\$ 574,576.00	0.00%
Dalke & Sons Construction	\$		\$	-	\$ -	\$ 3,502.49	\$	-	\$ 144,982.49	2.48%
Hampton Tedder Electric, Inc.	\$	7,600.00	\$	-	\$ -	\$ -	\$	-	\$ 7,600.00	0.00%
Shanks Electric Corp.	\$	399,758.05	\$	-	\$ -	\$ -	\$	-	\$ 399,758.05	0.00%
	Ī									
TOTAL	\$	1,123,414.05	\$	-	\$ -	\$ 3,502.49	\$	-	\$ 1,126,916.54	0.31%

## **Crafton Hills - New Science Building**

		Original Contract	Contract A	\men	dments	Change	e Or	ders	New Contract	Change Order
Contractors		Amount	Previous		Pending	Previous		Pending	Amount	% of Contract
Circuit C										
RDM Electric	\$	65,700.00	-	\$	-	\$ 492.89	\$	-	\$ 66,192.89	0.75%
Ranch Rock Corporation	\$	7,685.00	\$ -	\$	-	\$ -	\$	-	\$ 7,685.00	0.00%
Shanks Electric Corp.	\$	43,681.24	-	\$	-	\$ 47,735.19	\$	-	\$ 91,416.43	109.28%
Tyco Simplex Grinnel	\$	1,518.25	\$ -	\$	-	\$ -	\$	-	\$ 1,518.25	0.00%
Building										
Earl Corporation	\$	18,573,131.00	\$ -	\$	-	\$ 968,549.17	\$	-	\$ 19,541,680.17	5.21%
Three Peaks	\$ \$	71,765.00	\$ -	\$	-	\$ -	\$	-	\$ 71,765.00	0.00%
TOTAL	\$	18,763,480.49	\$ -	\$	-	\$ 1,016,777.25	\$	-	\$ 19,780,257.74	5.42%

Note: Earl Corporation contract was pre-approved by the Board (12/12/13) for up to 10% in change orders.

## **Crafton Hills - LADM Renovation**

	0	Priginal Contract	Contract A	men		Change	Ord	ers	New Contract	Change Order
Contractors		Amount	Previous		Pending	Previous		Pending	Amount	% of Contract
AMG & Associates	\$	9,660,000.00	\$ -	\$	-	\$ 367,557.24		348,480.95	\$ 10,376,038.19	7.41%
Simplex Grinnell	\$	40,884.65	\$ -	\$	-	\$ -	\$	-	\$ 40,884.65	0.00%
Couts Heating & Cooling(Chiller)	\$	43,000.00	-	\$	-	\$ (3,820.72)	\$	-	\$ 39,179.28	-8.89%
Couts Heating & Cooling	\$	3,000.00	\$ -	\$	-	\$ -	\$	-	\$ 3,000.00	0.00%
									_	
TOTAL	\$	9,746,884.65	\$ •	\$	-	\$ 363,736.52	\$	348,480.95	\$ 10,459,102.12	7.31%

## **Crafton Hills - New Crafton Center**

	Original (	Contract	act Contract Amendments			Change	Order	S	New Contract	Change Order	
Contractors	Amo			Previous		Pending	Previous		Pending	Amount	% of Contract
Bernards Brothers	\$ 21,798	3,066.00	\$	-	\$	-	\$ 373,851.00	\$	-	\$ 22,171,917.00	1.72%
Stanley Security	\$ 6	5,360.00	\$	-	\$	-	\$ -	\$	-	\$ 6,360.00	0.00%
Champion Electric	\$ 2	2,435.00	\$	-	\$	-	\$ -	\$	-	\$ 2,435.00	0.00%
Southern Cal West Coast Electric	\$	515.30	\$	-	\$	-	\$ -	\$	-	\$ 515.30	0.00%
Champion Electric	\$ 4	4,995.00	\$	-	\$	-	\$ -	\$	-	\$ 4,995.00	0.00%
Montgomery Hardware	\$ 4	4,460.99	\$	-	\$	-	\$ -	\$	-	\$ 4,460.99	0.00%
Redlands Plumbing	\$	440.00	\$	-	\$	-	\$ -	\$	-	\$ 440.00	0.00%
Mowbray's Tree Service	\$ !	5,850.00	\$	-	\$	-	\$ -	\$	-	\$ 5,850.00	0.00%
Southern Cal West Coast Electric		0,580.00	\$	-	\$	-	\$ -	\$	-	\$ 10,580.00	0.00%
Southern Cal West Coast Electric	\$ 1°	1,520.00	\$	-	\$	-	\$ -	\$	-	\$ 11,520.00	0.00%
G/M Interior	\$	1,648.59	\$	-	\$	-	\$ 246.08			\$ 1,894.67	14.93%
Global Specialities	\$ 9	9,740.00	\$	-	\$	-	\$ -	\$	-	\$ 9,740.00	0.00%
Larry Jacinto Farming	\$ 2	2,362.00	\$	-	\$	-	\$ -	\$		\$ 2,362.00	0.00%
PVL Signs and Graphs	\$ 9	9,500.00	\$	-	\$	-	\$ -	\$		\$ 9,500.00	0.00%
Bristol Omega	\$ 29	9,760.00	\$	-	\$	-	\$ -	\$		\$ 29,760.00	0.00%
		_									
		_									
		_									
		_									
		_									
		_									
TOTAL	\$ 21,898	8,232.88	\$	-	\$	-	\$ 374,097.08	\$	-	\$ 22,272,329.96	1.71%

Note: Bernards Brothers contract was pre-approved by the Board (4/10/14) for up to 10% in change orders.

## **Crafton Hills - Student Services - A**

	C	Original Contract	Contract A	men		Change	e Ord	ders	New Contract	Change Order
Contractors		Amount	Previous		Pending	Previous		Pending	Amount	% of Contract
Kemcorp Construction	\$	5,275,500.00	-	\$	-	\$ 91,974.23	\$	61,266.99	\$ 5,428,741.22	2.90%
Simplex Grinnell (Fire Alarm)	\$	31,403.20	-	\$	-	\$ 77,146.89	\$	-	\$ 108,550.09	245.67%
Couts Heating and Air(Chiller)	\$		\$ -	\$	-	\$ 9,259.72	\$	-	\$ 66,064.72	16.30%
Simplex Grinnell (Fire Alarm)	\$		\$ -	\$	-	\$ -	\$	-	\$ 6,035.90	0.00%
GM Interior	\$	225,418.57	\$ -	\$	-	\$ -	\$	-	\$ 225,418.57	0.00%
TOTAL	\$	5,595,162.67	\$ -	\$	-	\$ 178,380.84	\$	61,266.99	\$ 5,834,810.50	4.28%

## **Crafton Hills - Occupational Education 2**

Contractors	(	Original Contract Amount		Contract A Previous	mend	dments Pending		Change Previous	e Ord	ders Pending		New Contract Amount	Change Order % of Contract
OE 2 Demo Pkg.		Amount										Amount	/8 Of Contract
The Richards Group	\$	654,000.00	\$		\$		\$	22,571.02	\$	-	\$	676,571.02	3.45%
The Hamarac Group	<b>–</b>	331,333.33	Ψ		Ψ		Ψ	22,07 1.02	Ψ		Ψ.	0.0,0	0.1070
New Building													
Sinanian Development, Inc.	\$	15,888,000.00	\$	38,321.93	\$	_	\$	992,473.92	\$	-	\$	16,918,795.85	6.23%
Montgomery	\$	1,201.92		-	\$	-	\$	-	\$	-	\$	1,201.92	0.00%
The Peaks Corp.	\$	18,090.00	\$	-	\$	-	\$	3,386.00	\$	-	\$	21,476.00	18.72%
Couts	\$	21,100.00	\$	-	\$	-	\$	-	\$	-	\$	21,100.00	0.00%
Beaumont Electric	\$	5,076.32	\$	-	\$	-	\$	-	\$	-	\$	5,076.32	0.00%
New Seed Landscape	\$	29,711.00	\$	-	\$	-	\$	-	\$	-	\$	29,711.00	0.00%
Howard Roofing Company	\$	37,375.00	\$	-	\$	-	\$	-	\$	-	\$	37,375.00	0.00%
TOTAL	¢	16,654,554.24	¢	20 224 02	¢		¢	1 010 420 04	¢		¢	17,711,307.11	6.10%
IUIAL	\$	10,004,004.24	Þ	38,321.93	Þ	-	\$	1,018,430.94	Þ	-	\$	17,711,307.11	6.10%

Note: Sinanian Development contract was pre-approved by the Board (12/12/13) for up to 10% in change orders.

## **Crafton Hills - Physical Education Complex**

	C	Original Contract	Contract A	men		Change	e Ord		New Contract	Change Order
Contractors		Amount	Previous		Pending	Previous		Pending	Amount	% of Contract
All Surface Roofing & Waterproofing,		7,320.00	\$ 243.00	\$	-	\$ -	\$	-	\$ 7,563.00	0.00%
Compview	\$	2,643.00	\$ -	\$	-	\$ -	\$	-	\$ 2,643.00	0.00%
Mike's Custom Flooring	\$	29,705.84	\$ -	\$	-	\$ -	\$	-	\$ 29,705.84	0.00%
Minco Construction	\$	4,736,623.50	\$ -	\$	-	\$ (126,544.00)	\$	-	\$ 4,610,079.50	-2.67%
Oakview Constructors	\$	6,350.00	\$ -	\$	-	\$ 16,836.00	\$	-	\$ 23,186.00	265.13%
Restoration Management Company	\$	48,658.68	\$ 500.00	\$	-	\$ -	\$	-	\$ 49,158.68	0.00%
Three Peaks Corp.	\$	18,051.41	\$ -	\$	-	\$ 11,783.59	\$	-	\$ 29,835.00	65.28%
Ernesto J De Leon	\$	5,468.70	\$ 1	\$	-	\$ -	\$	-	\$ 5,468.70	0.00%
John Deere Landscape(Irragation)	\$	25,678.50	\$ 1	\$	-	\$ -	\$	-	\$ 25,678.50	0.00%
Mike's Custom Flooring	\$	22,610.75	\$ 1	\$	-	\$ -	\$	-	\$ 22,610.75	0.00%
Mike's Custom Flooring	\$	650.00	\$ 1	\$	-	\$ -	\$	-	\$ 650.00	0.00%
Mike's Custom Flooring	\$	4,116.40	\$ 1	\$	-	\$ -	\$	-	\$ 4,116.40	0.00%
College Center Fire Alarm Simplex	\$	12,637.13	\$ -	\$	-	\$ -	\$	-	\$ 12,637.13	0.00%
TOTAL	\$	4,920,513.91	\$ 743.00	\$	-	\$ (97,924.41)	\$	-	\$ 4,823,332.50	-1.99%

Note: Minco Construction contract was pre-approved by the Board (8/8/13) for up to 10% in change orders.

## **Crafton Hills - Maintenance & Operations Renovation**

	,	Origianl Contract		Contract A	mon	dmonte		Change	o Ora	lore		New Contract	Change Order
Contractors		Amount		Previous		Pending		Previous	o Oit	Pending		Amount	% of Contract
Mission Paving & Sealing, Inc.	\$	19,550.00	Ф	-	\$	-	\$	_	\$		\$	19,550.00	0.00%
Oakview Constructors, Inc.	\$	1,248,000.00			\$	-	\$	82,238.50			\$	1,330,238.50	6.59%
Stanley Security	\$	6,822.00	Φ	(24.39)		<u> </u>	\$	- 02,230.30	\$	<u> </u>	\$	6,797.61	0.00%
Simplex Grinnell (Fire Alarm)	\$		\$				\$		\$		\$	20,720.83	0.00%
Simplex Griffieli (Fire Alarifi)	Φ	20,720.03	Ф	-	\$	-	Ф	-	Ф	-	Φ	20,720.03	0.00%
									1				
									1				
									1				
TOTAL	\$	1,295,092.83	\$	(24.39)	\$	-	\$	82,238.50	\$	-	\$	1,377,306.94	6.35%

Note: Oakview Constructors contract was pre-approved by the Board (11/12/14) for up to 10% in change orders.

## **Crafton Hills - LRC Temporary Parking Lot**

Contractors	Ori	ginal Contract Amount		Contract A Previous	mendment Pend	s ling		Change Previous	Orders Pend	ing	N	lew Contract Amount	Change Order % of Contract
Mowbray's Tree Service	\$	3,440.00	\$	-	\$	-	\$	-	\$	-	\$	3,440.00	0.00%
Three Peaks	\$	3,440.00 119,500.00	\$	-	\$	-	\$	4,369.93	\$	-	\$	123,869.93	3.66%
											-		
TOTAL	<b>.</b>	400.040.00	<b>*</b>		Φ		<b>*</b>	4 000 00	•		<b>6</b>	407 200 02	2.550/
TOTAL	\$	122,940.00	\$	-	\$	-	\$	4,369.93	<b>\$</b>	-	\$	127,309.93	3.55%

# **Construction Change Summary**

## **Crafton Hills - Miscellaneous Bond Improvements**

	Or	riginal Contract	Contract A	men	dments	Change	Ore	ders	New Contract	Change Order
Contractors	<u> </u>	Amount	Previous		Pending	Previous		Pending	Amount	% of Contract
Parking Lot Re-Striping										
Mission Paving	\$	8,635.00	\$ -	\$	-	\$ -	\$	-	\$ 8,635.00	0.00%
Peralta Asphalt Seal Coating	\$	3,644.00	\$ -	\$	-	\$ -	\$	-	\$ 3,644.00	0.00%
·										
Wayfinding										
Braughton Construction, Inc.	\$	56,640.00	\$ -	\$	-	\$ -	\$	-	\$ 56,640.00	0.00%
Braughton Construction, Inc.	\$	6,548.00	\$ -	\$	-	\$ -	\$	-	\$ 6,548.00	0.00%
Braughton Construction, Inc.	\$	9,875.00	\$ -	\$	-	\$ -	\$	-	\$ 9,875.00	0.00%
Inland Building Company	\$	12,900.00	\$ -	\$	-	\$ -	\$	-	\$ 12,900.00	0.00%
Yesco Signs LLC (Directories/Monume.	\$	11,816.00	\$ -	\$	-	\$ -	\$	-	\$ 11,816.00	0.00%
Yesco Signs LLC (Directories/Monume.	\$	187,360.00	\$ -	\$	-	\$ -	\$	-	\$ 187,360.00	0.00%
Yesco Signs LLC (Building Signs)	\$	88,772.00	\$ -	\$	-	\$ 7,186.67	\$	-	\$ 95,958.67	8.10%
Simplex Grinnell	\$	6,484.80	\$ -	\$	-	\$ -	\$	-	\$ 6,484.80	0.00%
<u>Arc Flash</u>										
Shanks Electric	\$	900.00	\$ -	\$	-	\$ -	\$	-	\$ 900.00	0.00%
Hampton Tedder	\$	25,000.00	\$ -	\$	-	\$ -	\$	-	\$ 25,000.00	0.00%
TOTAL	\$	418,574.80	\$ -	\$	•	\$ 7,186.67	\$		\$ 425,761.47	1.72%

## **Crafton Hills - Chemistry Health Sciences Renovation**

	0	riginal Contract	Contract A	mer		Change	Orc	lers	New Contract	Change Order
Contractors		Amount	Previous		Pending	Previous		Pending	Amount	% of Contract
Roy O. Hoffman	\$	160,000.00	-	\$	-	\$ -	\$	-	\$ 160,000.00	0.00%
National Construction & Maintenanc		162,872.10	-	\$	-	\$ (2,516.00)	\$		\$ 160,356.10	-1.54%
National Construction & Maintenanc		16,504.06	-	\$	-	\$ -	\$		\$ 16,504.06	0.00%
Beaumont Electric	\$	2,071.42	-	\$	-	\$ -	\$		\$ 2,071.42	0.00%
Beaumont Electric	\$	468.76	-	\$	-	\$ -	\$		\$ 468.76	0.00%
Wilson, Bobby Wayne (BWW)	\$	197,501.05	\$ -	\$	-	\$ -	\$		\$ 197,501.05	0.00%
TOTAL	\$	539,417.39	\$ -	\$	-	\$ (2,516.00)	\$	-	\$ 536,901.39	-0.47%

## **Crafton Hills - Classroom Building**

Contractors	Or	iginal Contract Amount	Previous Pending				Change Previous	Orders Pe	nding	ı	New Contract Amount	Change Order % of Contract	
Roy Hoffman	\$	66,870.00	\$	-	\$ -		\$	-	\$	-	\$	66,870.00	0.00%
Three Peaks	\$	190,538.00	\$	-	\$ -		\$	16,597.93		-	\$	207,135.93	8.71%
TOTAL			_		_	_	•	10 -0- 0-	•			001.000.00	0.450/
TOTAL	\$	257,408.00	\$	-	\$ -		\$	16,597.93	\$	-	\$	274,005.93	6.45%

## **Crafton Hills - Occupational Education 1**

Contractors	Oı	riginal Contract Amount	Contract A Previous	mend	lments Pending	Change Previous	e Orc	lers Pending	New Contract Amount	Change Order % of Contract
OE 1 Roof Pkg.										
Best Contracting Services	\$	278,450.00	\$ -	\$	-	\$ (26,099.38)	\$	-	\$ 252,350.62	-9.37%
Small Projects										
Bobby Wayne Wilson (BWW)	\$	122,512.62	\$ -	\$	-	\$ 24,495.74	\$	-	\$ 147,008.36	19.99%
<u>Hardware</u>										
Montgomery Hardware	\$	21,524.86	\$ -	\$	-	\$ 72.64	\$	-	\$ 21,597.50	0.34%
TOTAL	\$	422,487.48	\$ -	\$	•	\$ (1,531.00)	\$	-	\$ 420,956.48	-0.36%

## **Crafton Hills - PAC Marquee**

Contractors	Original Contract Amount	Contract Previous	Amendments Pending	Change Orders Previous Per	nding	New Contract Amount	Change Order % of Contract
		\$ -	\$ -	\$	- 3	\$ -	0.00%
		\$ -	\$ -	\$	- 5	\$ -	0.00%
		· ·	<b>T</b>	<u> </u>		*	
		\$ -	\$ -	\$	- 3	\$ -	0.00%
PAC Fire Alarm							
Simplex	\$ 15,156.35	\$ -	\$ -	\$	- 3	\$ 15,156.35	0.00%
TOTAL	45 45 45					45.450.00	0.000/
TOTAL	\$ 15,156.35	-	-	\$ - \$	- 3	\$ 15,156.35	0.00%

## Crafton Hills - Split System (NCC & NSB)

Contractors	Original Contract Amount	Previous Pending		Change Previous	e Orders Pending	New Contract Amount	Change Order % of Contract
ARROWHEAD MECHANICAL	\$ 97,100.00	\$ -	\$ -	\$ (2,972.35)	\$ -	\$ 94,127.65	-3.06%
		\$ -	\$ -		\$ -	\$ -	0.00%
TOTAL	<b>6</b> 07.400.00	•		A (0.070.07)	•	A 04.407.05	2.000/
TOTAL	\$ 97,100.00	\$ -	\$ -	\$ (2,972.35)	\$ -	\$ 94,127.65	-3.06%

## **Crafton Hills - PAC Battery Inverter & Sewer Ejector**

Contractors	Original Contract Amount	Previous	mendments Pending	Change Previous	e Orders Pending	New Contract Amount	Change Order % of Contract
Three Peaks Corporation	\$ 164,262.00	\$ -	\$ -	\$ -	\$ -	\$ 164,262.00	0.00%
	·						
TOTAL	\$ 164,262.00	\$ -	\$ -	\$ -	\$ -	\$ 164,262.00	0.00%

## **Crafton Hills - Churn II**

Combinations	Original Contract	Contract Amendments Previous Pending		Change Orders Previous Pending		New Contract Amount	Change Order % of Contract
Contractors	Amount	11011000	renanig	11041003	renamy	Amount	% of Contract
		\$ -	\$ -		\$ -	\$ -	0.00%
		\$ -	\$ -		\$ -	\$ -	0.00%
		Ψ	Ψ		<b>T</b>	*	0.0070
		φ			•	Φ.	0.000/
		\$ -	\$ -		\$ -	\$ -	0.00%
TOTAL	\$ -	\$ -	-	\$ -	-	-	0.00%

# **Construction Change Summary**

## Valley College - Campus Recap

PROJECTS	(	Original Contract Amount	Daniel Daniel Daniel Daniel		Change Orders Previous Pending				New Contract Amount	Change Order % of Contract		
Central Plant / Infrastructure	\$	11,904,573.44	\$	83,941.49	\$ -	\$	26,394.34	\$	-	\$	12,014,909.27	0.22%
HVAC Cafeteria & Health Science	\$	328,971.42	\$	-	\$ -	\$	-	\$	-	\$	328,971.42	0.00%
Gymnasium	\$	52,295,097.45	\$	1,480,000.00	\$ -	\$	2,078,123.53	\$	-	\$	55,853,220.98	3.86%
Business Building Remodel	\$	9,942,119.95	\$	4,515.64	\$ -	\$	880,501.23	\$	-	\$	10,827,136.82	8.85%
Site Signage	\$	2,744,915.43	\$	(688,522.51)	\$ -	\$	(1,427.00)	\$	-	\$	2,054,965.92	-0.07%
Auditorium	\$	6,844,726.00	\$	-	\$ -	\$	618,165.11	\$	-	\$	7,462,891.11	9.03%
Auditorium 2	\$	379,484.00	\$	-	\$ -	\$	(20,000.00)	\$	-	\$	359,484.00	-5.27%
Applied Technology Renovation	\$	2,091,274.40	\$	-	\$ -	\$	6,716.00	\$	-	\$	2,097,990.40	0.32%
Applied Technology Renovation II	\$	285,754.00	\$	-	\$ -	\$	(1,293.90)	\$	-	\$	284,460.10	-0.45%
K-Street Lighting	\$	112,750.00	\$	-	\$ -	\$	(6,594.00)	\$	-	\$	106,156.00	-5.85%
Miscellaneous Bond Improvements	\$	250,301.00	\$	-	\$ -	\$	(816.15)	\$	-	\$	249,484.85	-0.33%
Total	\$	87,179,967.09	\$	879,934.62	\$ -	\$	3,579,769.16	\$	-	\$	91,639,670.87	4.07%

# Valley College - Central Plant & Infrastructure

Contractors	(	Original Contract Amount	Contract A Previous	mend	lments Pending		Change Previous	e Or	ders Pending	New Contract Amount	Change Order % of Contract
557.11.461676		7			-					7	70 01 0011111100
Infrastructure Sewer Improvements											
Kirtley Construction dba TK Constru		348,300.00	\$ 83,941.49	\$	_	\$	26,806.00	\$	-	\$ 459,047.49	6.20%
		,	,			·		i		 ,	
Central Plant											
Plumbing, Piping & Construction	\$	10,878,000.00	\$ -	\$	-	\$	122,076.95	\$	-	\$ 11,000,076.95	1.12%
Grant Street Sewer Project											
Tyco General Engineering	\$	596,169.00	\$ -	\$	-	\$	(113,889.17)	\$	-	\$ 482,279.83	-19.10%
<u>Other Work</u>											
Braughton - ADA Access	\$		\$ -	\$	-	\$	(5,568.00)		-	\$ 20,917.00	-21.02%
L.A. Air Conditioning	\$	,	\$ -	\$	-	\$	(1,961.00)		-	\$ 37,558.00	-4.96%
Underground Solutions	\$	16,100.44	\$ -	\$	-	\$	(1,070.44)	\$	-	\$ 15,030.00	-6.65%
TOTAL	\$	11,904,573.44	\$ 83,941.49	\$	-	\$	26,394.34	\$	-	\$ 12,014,909.27	0.22%

# Valley College - HVAC Cafeteria & Health / Life Science

Contractors	Oı	riginal Contract Amount	Previous Pending		_				New Contract Amount	Change Order % of Contract	
Arrowhead Mechanical - pkg. 1	\$	185,386.98	\$	-	\$ -	\$	-	\$ -	\$	185,386.98	0.00%
Arrowhead Mechanical - pkg. 2	\$	185,386.98 143,584.44	\$	-	\$ -	\$	_	\$ -	\$	143,584.44	0.00%
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TOTAL	\$	328,971.42	\$	-	\$ -	\$	-	\$ -	\$	328,971.42	0.00%

## Valley College - Gymnasium

	Original Contract	ct Contract Amendments			Change	Ord	ers	New Contract	Change Order	
Contractors	Amount		Previous		Pending	Previous		Pending	Amount	% of Contract
Benel Mechanical, Inc.	\$ 4,310.00	\$	-	\$	-	\$ -	\$	-	\$ 4,310.00	0.00%
E. Avico, Inc.	\$ 253,071.00	\$	-	\$	-	\$ (15,000.00)	\$	-	\$ 238,071.00	-5.93%
Inland Building Company	\$ 81,200.00	\$	-	\$	-	\$ (10,489.00)		-	\$ 70,711.00	-12.92%
JM Builders	\$ 256,000.00	\$	-	\$	-	\$ (35,905.00)	\$	-	\$ 220,095.00	-14.03%
Ram Plumbing	\$ 1,526.74	\$	-	\$	-	\$ -	\$	-	\$ 1,526.74	0.00%
Stanley	\$ 45,177.00	\$	-	\$	-	\$ -	\$	-	\$ 45,177.00	0.00%
Swinerton Builders, Inc.	\$ 51,456,538.00	\$	1,480,000.00	\$	-	\$ 2,131,864.00	\$	-	\$ 55,068,402.00	4.03%
Three Peaks (Soccer Field)	\$ 116,414.00	\$	-	\$	-	\$ 3,693.00	\$	-	\$ 120,107.00	3.17%
Stanley	\$ 2,445.00	\$	-	\$	-	\$ -	\$	-	\$ 2,445.00	0.00%
Stanley	\$ 3,892.00	\$	-	\$	-	\$ -	\$	-	\$ 3,892.00	0.00%
Kone Inc	\$ 3,331.86	\$	-	\$	-	\$ 2,845.53	\$	-	\$ 6,177.39	85.40%
Stanley	\$ 648.00	\$	-	\$	-	\$ 1	\$	-	\$ 648.00	0.00%
Stanley	\$ 15,000.00	\$	-	\$	-	\$ -	\$	-	\$ 15,000.00	0.00%
Dan Lyman Construction	\$ 3,375.00	\$	-	\$	-	\$ -	\$	-	\$ 3,375.00	0.00%
Three Peaks	\$ 17,335.00	\$	-	\$	-	\$ 1,115.00	\$	-	\$ 18,450.00	6.43%
Sunshine Growers	\$ 393.07	\$	-	\$	-	\$ -	\$	-	\$ 393.07	0.00%
Ewing Irrigation	\$ 159.78	\$	-	\$	-	\$ -	\$	-	\$ 159.78	0.00%
Pacific Aquascape	\$ 19,300.00	\$	-	\$	-	\$ -	\$	-	\$ 19,300.00	0.00%
USA Shade & Fabric Structures	\$ 14,981.00	\$	-	\$	-	\$ -	\$	-	\$ 14,981.00	0.00%
TOTAL	\$ 52,295,097.45	\$	1,480,000.00	\$	-	\$ 2,078,123.53	\$	-	\$ 55,853,220.98	3.86%

Note: Swinerton Builders contract was pre-approved by the Board (6/12/14) for up to 10% in change orders.

# **Construction Change Summary**

#### Valley College - Business Building

	riginal Contract	t Contract Amendments			Change	e Or	ders	New Contract	Change Order	
Contractors	Amount		Previous		Pending	Previous		Pending	Amount	% of Contract
Janus Corporation	\$ 417,600.00	\$	12,209.00	\$	-	\$ 34,737.23	\$	-	\$ 464,546.23	8.08%
Three Peaks	\$ 34,923.95	\$	(2,275.00)	\$	-	\$ _	\$	-	\$ 32,648.95	0.00%
Three Peaks (Swing Space)	\$ 60,528.00	\$	-	\$	-	\$ (7,500.00)	\$	-	\$ 53,028.00	-12.39%
Doug Wall Construction, Inc.	\$ 9,250,000.00	\$	-	\$	-	\$ 848,321.00	\$	-	\$ 10,098,321.00	9.17%
Pacific Industrial Electric	\$ 123,600.00	\$	-	\$	-	\$ 4,891.00	\$	-	\$ 128,491.00	3.96%
Braughton Construction	\$ 1,473.00	\$	-	\$	-	\$ -	\$	-	\$ 1,473.00	0.00%
Culligan Water Softerner (installation	\$ 1,800.00	\$	-	\$	-	\$ 52.00	\$	-	\$ 1,852.00	2.89%
Gormley Specialties, Inc.	\$ 969.00	\$	-	\$	-	\$ -	\$	-	\$ 969.00	0.00%
RDM Electric	\$ 5,900.00	\$	(1,108.81)	\$	-	\$ -	\$	-	\$ 4,791.19	0.00%
Stanley Convergent Security	\$ 30,486.00	\$	-	\$	-	\$ -	\$	-	\$ 30,486.00	0.00%
Three Peaks	\$ 340.00	\$	-	\$	-	\$ -	\$	-	\$ 340.00	0.00%
Three Peaks	\$ 4,500.00	\$	(865.00)	\$	-	\$ -	\$	-	\$ 3,635.00	0.00%
Three Peaks	\$ 10,000.00	\$	(3,444.55)	\$	-	\$ -	\$	-	\$ 6,555.45	0.00%
									•	
TOTAL	\$ 9,942,119.95	\$	4,515.64	\$	-	\$ 880,501.23	\$	-	\$ 10,827,136.82	8.85%

#### Valley College - Sitework, Signage, ADA

	C	Original Contract	Contract Ar	nend		Change	Ord	ders	New Contract	Change Order
Contractors		Amount	Previous		Pending	Previous		Pending	Amount	% of Contract
Braughton Construction, Inc.	\$	1,170,000.00	\$ -	\$	-	\$ (20,502.00)		-	\$ 1,149,498.00	-1.75%
C.S. Legacy Construction *	\$	1,365,776.00	\$ (688,522.51)	\$	-	\$ 2,048.00	\$	-	\$ 679,301.49	0.30%
Cortez Ornamental Iron	\$	6,000.00	\$ -	\$	-	\$ -	\$	-	\$ 6,000.00	0.00%
Good Sign & Graphics	\$	5,995.00	\$ -	\$	-	\$	\$	-	\$ 5,995.00	0.00%
New Seed Landscaping	\$	11,780.00	\$ -	\$	-	\$ -	\$	-	\$ 11,780.00	0.00%
Pacific Industrial Electric	\$	2,653.43	\$ -	\$	-	\$	\$	-	\$ 2,653.43	0.00%
Three Peaks Corporation	\$	87,187.00	\$ -	\$	-	\$ (413.00)		-	\$ 86,774.00	-0.47%
Three Peaks Corporation	\$	42,655.00	\$ -	\$	-	\$	\$	-	\$ 61,045.00	43.11%
Three Peaks Corporation	\$	1,869.00	\$ -	\$	-	\$	\$	-	\$ 1,869.00	0.00%
ATEN	\$	51,000.00	\$ -	\$	-	\$ (950.00)	\$	-	\$ 50,050.00	-1.86%
TOTAL	\$	2,744,915.43	\$ (688,522.51)	\$		\$ (1,427.00)	\$	-	\$ 2,054,965.92	-0.07%

and final contract total is reflected. Separate Claim Settlement in the amount of

#### **Valley College - Auditorium Renovations**

		riginal Contract	t Contract Amendments			Change Orders Previous Pending					New Contract	Change Order	
Contractors	ľ	Amount		Previous		Pending		Previous	010	Pendina		Amount	% of Contract
	Φ		r.		Φ	_	r.				Φ		
Woodcliff Corporation	\$	6,800,000.00	<b>Þ</b>	-	\$	-	\$	616,729.36		-	\$	7,416,729.36	9.07%
Stanley Convergent Security	\$	44,726.00	\$	-	\$	-	\$	1,435.75	\$	-	\$	46,161.75	3.21%
	1												
					-				-				
	1												
TOTAL	<b>L</b>	0.044 =00.00						010 / 2= 1:			<b>*</b>	7 400 004 44	0.000/
TOTAL	\$	6,844,726.00	\$	-	\$	-	\$	618,165.11	\$	-	\$	7,462,891.11	9.03%

Note: Woodcliff Corporation contract was pre-approved by the Board (7/11/13) for up to 10% in change orders.

# Valley College - Auditorium 2 Renovations

Contractors	Original Contract Amount	Contract A Previous	mendments Pending	Change Orders Previous Pending	New Contract Amount	Change Order % of Contract
Dan Lyman Construction		\$ -	\$ -	\$ (20,000.00)	\$ 359,484.00	-5.27%
	Ţ 0.0,10.1100	\$ -	\$ -	\$ - \$ -	\$ -	0.00%
		\$ -	\$ -	\$ - \$ -	\$ -	0.00%
		Ψ	Ψ	<b>*</b>	Ψ	0.0070
TOTAL	\$ 379,484.00	\$ -	\$ -	\$ (20,000.00) \$ -	\$ 359,484.00	-5.27%

#### Valley College - K-Street Lighting

	Original Contract	Contract A	mendments	Change	e Orders	New Contract	Change Order
Contractors	Amount	Previous	Pending	Previous	e Orders Pending	Amount	Change Order % of Contract
RDM Electric	\$ 112,750.00	\$ -	\$ -	\$ (6,594.00)		\$ 106,156.00	-5.85%
	<del>+</del> ,	T	T	( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( (	T	· · · · · · · · · · · · · · · · · · ·	
TOTAL	\$ 112,750.00	\$ -	\$ -	\$ (6,594.00)	\$ -	\$ 106,156.00	-5.85%

#### Valley College - Applied Technology Renovation

Contractors	0	Priginal Contract Amount	Contract A Previous	mer	ndments Pending	Change Previous	e Or	ders Pending	New Contract Amount	Change Order % of Contract
Beaumont Electric, Inc.	\$	13,928.00	\$ _	\$	-	\$ _	\$	-	\$ 13,928.00	0.00%
Cal City Construction, Inc.	\$	1,977,000.00		\$	_	\$ 13,061.00	\$	_	\$ 1,990,061.00	0.66%
CD Imagin & Signs	\$		\$ 	\$	_	\$ (811.00)		_	\$ 5,989.00	-11.93%
RDM Electric (Security Lighting)	\$	,	\$ _	\$	_	\$ (534.00)		_	\$ 44,416.00	-1.19%
Stanley Security	\$	·	\$ _	\$	_	\$ -	\$	_	\$ 5,426.00	0.00%
Three Peaks Corporation	\$	·	\$ -	\$	-	\$ -	\$	-	\$ 14,040.00	0.00%
Three Peaks Corporation	\$	29,130.40	\$ -	\$	-	\$ (5,000.00)		-	\$ 24,130.40	-17.16%
TOTAL	\$	2,091,274.40	\$ -	\$	-	\$ 6,716.00	\$	-	\$ 2,097,990.40	0.32%

Note: Cal City Contruction contract was pre-approved by the Board (1/15/15) for up to 10% in change orders.

## Valley College - Applied Technology II

Contractors  Preferred General  Giannelli Elec  HP Construction & Management  HP Construction & Management  Solution & Management  Solution & Management  Contract Amount  \$ 241,862.00 \$  19,817.00 \$  \$ 21,975.00 \$  HP Construction & Management  \$ 2,100.00 \$	-	Pending	\$ 217.00 \$ (1,510.90) \$ - \$ -	\$ - \$ -	New Contract	Change Order % of Contract 0.09% -7.62% 0.00%
Giannelli Elec         \$ 19,817.00 \$           HP Construction & Management         \$ 21,975.00 \$	-	\$ - \$ -	\$ (1,510.90) \$ -	\$ - \$ -	\$ 18,306.10 \$ 21,975.00	-7.62%
HP Construction & Management \$ 21,975.00 \$	-	\$ -	\$ -	\$ -	\$ 21,975.00	
						0.00%
HP Construction & Management \$ 2,100.00 \$	-	\$ -	\$ -	r		
				\$ -	\$ 2,100.00	0.00%
TOTAL \$ 285,754.00 \$	-	\$ -	\$ (1,293.90)	\$ -	\$ 284,460.10	-0.45%

#### **Valley College - Miscellaneous Bond Improvements**

	Or	iginal Contract			Change Previous	e Ord	lers Pending		New Contract	Change Order		
Contractors	_	Amount		Previous	Penaing		Previous		Penaing		Amount	% of Contract
Three Peaks	\$	2,850.00	\$	-	\$ -	\$	-	\$	-	\$	2,850.00	0.00%
Three Peaks	\$	5,160.00	\$	-	\$ -	\$	-	\$	-	\$	5,160.00	0.00%
BWW & Co.	\$	152,300.00		-	\$ -	\$	5,815.85		-	\$	158,115.85	3.82%
Three Peaks	\$		\$	-	\$ -	\$	(6,632.00)		-	\$	79,159.00	-7.73%
Aten Construction	\$	4,200.00	\$	-	\$ -	\$	-	\$	-	\$	4,200.00	0.00%
TOTAL		000 004 00					(0.10.1-)			•	0.10.10.1.07	0.000/
TOTAL	\$	250,301.00	\$	-	\$ -	\$	(816.15)	\$	-	\$	249,484.85	-0.33%

Note: Cal City Construction contract was pre-approved by the Board (1/15/15) for up to 10% in change orders.