

**Meeting of the San Bernardino Community College District Board of Trustees
SBCCD Boardroom, 114 S. Del Rosa Dr., San Bernardino, CA 92408
December 13, 2018, 4:00 p.m.
Business Meeting Agenda**

NOTICE: In accordance to Government Code Section 54953(b), Trustee Reyes will attend the December 13, 2018 Board meeting via teleconference from the Taj Mahal Tower (Main Lobby), Apollo Bunder, Colaba, Mumbai, Maharashtra - 400001, India (909) 855-1966. The agenda has been posted to the teleconference site.

1. CALL TO ORDER – PLEDGE OF ALLEGIANCE

2. OATH OF OFFICE

- 2.1. Dr. Stephanie Houston
- 2.2. Dr. Donald Singer
- 2.3. Joseph Williams

3. ANNOUNCEMENT OF CLOSED SESSION ITEMS

- 3.1. Conference with Labor Negotiators
Government Code 54957.6
Agency Representative: Bruce Baron – CSEA, CTA, Management/Supervisors, and Confidential Employees
- 3.2. Public Employee Discipline/Dismissal/Release/Non Re-Employment
Government Code 54957
(3 cases)
- 3.3. Public Employee Performance Evaluation
Government Code 54957(b)(1)
Title: Chancellor
- 3.4. Conference with Legal Counsel – Anticipated Litigation
Government Code 54956.9(d)(2)
(1 case)
- 3.5. Conference with Legal Counsel – Existing Litigation
Government Code 54956.9(e)(3)
(3 cases)
WC Claim #486187, WC Claim #552869, WC Claim #542638

3.6. Conference with Real Property Negotiator
Government Code section 54956.8

Properties: An approximately 27,360 sq. ft. parcel of improved property, including a 70,595 square foot building, located at 560 E. Hospitality Lane, San Bernardino, CA, APN 0281-372-08-0000; an approximately 36,939 sq. ft. parcel of improved property, including a 82,039 square foot building, located at 550 E. Hospitality Lane, San Bernardino, CA, APN 0281-372-20-0000; and an approximately 38,964 sq. ft. parcel of improved property, including a 71,769 square foot building, located at 658 E. Brier Drive, San Bernardino, CA, APN 0281-021-51-0000 (collectively, the "Properties").

Negotiating Parties: San Bernardino Community College District (Proposed Buyer), Real Property Negotiators Jose F. Torres, Executive Vice Chancellor, and Buyer's real estate brokers, Gary P. Stache and Anthony DeLorenzo of CBRE, Inc.; and Hines (Proposed Seller), Real Property Negotiator Varun Akula, Director.

Under Negotiation: Instruction to Proposed Buyer's Real Property Negotiators will concern price and terms of payment associated with the possible purchase of the identified Properties.

4. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

The San Bernardino Community College Board of Trustees offers an opportunity for the public to address the Board on any agenda item prior to or during the Board's consideration of that item. Matters not appearing on the agenda will be heard after the board has heard all action agenda items. Comments must be limited to five (5) minutes per speaker and twenty (20) minutes per topic if there is more than one speaker. At the conclusion of public comment, the Board may ask staff to review a matter or may ask that a matter be put on a future agenda. As a matter of law, members of the Board may not discuss or take action on matters raised during public comment unless the matters are properly noticed for discussion or action in Open Session. Anyone who requires a disability-related modification or accommodation in order to participate in the public meeting should contact the Chancellor's Office at (909) 382-4091 as far in advance of the Board meeting as possible.

5. CONVENE CLOSED SESSION

6. RECONVENE PUBLIC MEETING

7. REPORT OF ACTION IN CLOSED SESSION

8. ORGANIZATIONAL MEETING OF THE BOARD

- 8.1. Consideration of Approval to Nominate and Elect Members of the SBCCD Executive Board: President, Vice President, and Clerk of the Board of Trustees (p7)
- 8.2. Consideration of Approval of Board Member Assignment to the San Bernardino Regional Emergency Training Center Joint Powers Authority (p8)
- 8.3. Consideration of Approval to Elect Board Representative and Alternate to the Nominating Committee for the County Committee on School District Organization (p9)
- 8.4. Consideration of Approval of Board Member Assignments to Board Committees (p10)

9. PRESENTATIONS

- 9.1. Citizen’s Bond Oversight Annual Report – Betsy Starbuck (p12)

10. REPORTS

- 10.1. Board Committee Reports
- 10.2. Good News (p15)
- 10.3. San Bernardino Valley College
 - 10.3.1. Academic Senate
 - 10.3.2. Classified Senate
 - 10.3.3. Associated Students
- 10.4. Crafton Hills College
 - 10.4.1. Academic Senate
 - 10.4.2. Classified Senate
 - 10.4.3. Associated Students
- 10.5. CSEA
- 10.6. CTA

11. APPROVAL OF MINUTES

- 11.1. September 27, 2018 (p16)
- 11.2. November 8, 2018 (p20)
- 11.3. November 19, 2018 (p26)

12. PUBLIC COMMENTS ON AGENDA ITEMS

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

13. CONSENT AGENDA

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

13.1. Instruction/Student Services

- 13.1.1. Consideration of Approval of Curriculum – CHC (p28)
- 13.1.2. Consideration of Approval of Curriculum – SBVC (p53)
- 13.1.3. Consideration of Approval of Donation – SBVC (p100)
- 13.1.4. Consideration of Approval to Serve Alcoholic Beverages - Gala 2019 (p100)

13.2. Human Resources

- 13.2.1. Consideration of Approval of Adjunct and Substitute Academic Employees (p103)
- 13.2.2. Consideration of Approval of Non-Instructional Pay for Academic Employees (p105)
- 13.2.3. Consideration of Approval to Appoint Temporary Academic Employees (p110)
- 13.2.4. Consideration of Approval to Pay Stipends (p113)
- 13.2.5. Consideration of Approval of District Volunteers (p115)
- 13.2.6. Consideration of Approval to Revise Professional Expert and Short-Term Hourly Rates of Pay Schedules (p121)
- 13.2.7. Consideration of Ratification of Professional Expert, Short-Term, and Substitute Employees (p127)
- 13.2.8. Consideration of Approval of Employee Promotions (p148)
- 13.2.9. Consideration of Approval to Accept Employee Resignations (p150)
- 13.2.10. Consideration of Approval to Accept Employee Retirements (p152)
- 13.2.11. Consideration of Approval to Appoint District Employees (p154)
- 13.2.12. Consideration of Approval to Appoint Interim Managers (p157)

13.3. Business & Fiscal Services

- 13.3.1. Consideration of Approval of Professional Services Contracts-Agreements (p160)
- 13.3.2. Consideration of Approval of Purchase Order Report (p163)
- 13.3.3. Consideration of Approval of Routine Contracts-Agreements and Memorandums (p170)

- 13.3.4. Consideration of Approval of Surplus Property and Authorization for Private Sale or Disposal (p196)
- 13.3.5. Consideration of Approval of Surplus Property and Authorize Donation to Family Service Association of Redlands (p198)
- 13.3.6. Consideration of Approval to Adopt Resolutions to Grant Excused Absence (p199)
- 13.3.7. Consideration of Approval of Vacation Payout (p202)
- 13.3.8. Consideration of Approval to Adopt Resolution #2018-12-13-FPC Approving Amended and Restated Bylaws for the Independent Citizens Bond Oversight Committee (p203)
- 13.3.9. Consideration of Approval to Adopt Resolution #2018-12-13-FS Approving Transfers from the Reserve for Contingencies to Various Expenditure Classifications (p214)
- 13.3.10. Consideration of Approval to Ratify Interfund Borrowing Transactions (p217)
- 13.3.11. Consideration of Approval of District & College Expenses (p218)
- 13.3.12. Consideration to Approve Conference Attendance (p226)
- 13.3.13. Consideration of Approval to Dissolve the Board of Trustees Student Success and Policy Committees (p233)

13.4. **Facilities**

- 13.4.1. Consideration of Approval to Award a Small-Scale Construction Contract to Awesome Blinds of Eastvale, CA (p234)
- 13.4.2. Consideration of Approval to Award a Small-Scale Construction Contract to LeMay Construction of Redlands, CA (p236)
- 13.4.3. Consideration of Approval to Ratify a Small-Scale Construction Contract with Allen Communications of Whitter, CA (p238)
- 13.4.4. Consideration of Approval to Ratify a Small-Scale Construction Contract with Three Peaks Corp. of Calimesa, CA (p239)

14. ACTION AGENDA

- 14.1. Consideration of Approval to Accept Independent Audit Report of KVCR TV and FM for June 30, 2018 and 2017 (p241)
- 14.2. Consideration of Approval to Accept Independent Audit Report of the District's Measure M General Obligation Bonds for 2017-18 (p274)
- 14.3. Consideration of Approval to Accept Independent Audit Report of the San Bernardino Community College District for 2017-18 (p303)
- 14.4. Consideration of Approval to Adopt Resolution #2018-12-13-FPC2 Approving and Ratifying Agreements for the Acquisition of Real Property (p418)
- 14.5. Consideration of Approval to Review and Reaffirm Guiding Principles for FCC Auction Proceeds (p606)

- 14.6. Consideration of Approval to Accept Board Policies for First Reading (p608)
- 14.7. Consideration of Final Approval of Board Policies and Administrative Procedures (p622)

15. INFORMATION ITEMS

- 15.1. Applause (p718)
- 15.2. Budget Report (p724)
- 15.3. Clery Report (p742)
- 15.4. General Fund Cash Flow Analysis (p744)
- 15.5. Key Performance Indicators (p746)

16. PUBLIC COMMENT ON NON-AGENDA ITEMS

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

17. ADJOURN

The next meeting of the Board: Business Meeting on January 10, 2019 at 4pm.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Stacey K. Nikac, Senior Executive Assistant
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Nominate and Elect Members of the SBCCD Executive Board: President, Vice President, and Clerk

RECOMMENDATION

It is recommended that the Board of Trustees nominate and elect its members of the SBCCD Executive Board: President, Vice President, and Clerk of the Board of Trustees.

ANALYSIS

Education Code 72000(c)(2)(C) requires that governing boards elect officers at their annual organizational meeting.

Per Administrative Procedure 2305, new officers will begin their term of service at the first meeting of the board in January of the next year. Prior to the first board meeting in January, the outgoing board president and the newly elected board president will meet together to discuss:

- Duties of the board officers, especially the president
- Board policy dates pertinent to the function of the board
- Evaluation of the Chancellor
- Board self-evaluation
- Any current ongoing discussions with the Chancellor

INSTITUTIONAL VALUES

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

FINANCIAL IMPLICATIONS

No impact to the budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Stacey K. Nikac, Senior Executive Assistant
DATE: December 13, 2018
SUBJECT: Consideration of Approval of Board Member Assignment to the San Bernardino Regional Emergency Training Center Joint Powers Authority

RECOMMENDATION

It is recommended that the Board of Trustees approve the assignment of one trustee to the San Bernardino Regional Emergency Training Center Joint Powers Authority.

OVERVIEW

	2018 Members	2019 Members
San Bernardino Regional Emergency Training Center Joint Powers Authority	1. Ferracone	1.

INSTITUTIONAL VALUES

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

FINANCIAL IMPLICATIONS

No impact to the budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Stacey K. Nikac, Senior Executive Assistant
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Elect Board Representative and Alternate to the Nominating Committee for the County Committee on School District Organization

RECOMMENDATION

It is recommended that the Board of Trustees elect a Board representative and alternate to serve on the Nominating Committee for the County Committee on School District Organization.

OVERVIEW

	2018 Members	2019 Members
Nominating Committee for the County Committee on School District Organization.	1. Anne Viricel 2. Joseph Williams (alternate)	1. 2.

ANALYSIS

The governing board of each community college district shall select one of its members to serve as its voting representative/elector at the annual October meeting of school and community college district representatives (E.C. 4005).

INSTITUTIONAL VALUES

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

FINANCIAL IMPLICATIONS

No impact to the budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: December 13, 2018

SUBJECT: Consideration of Approval of Board Member Assignments to Board Committees

RECOMMENDATION

It is recommended that the Board of Trustees accept nominations and approve its representatives on Board Standing and Ad Hoc Committees.

Committee of the Board of Trustees	2018 Members	2019 Members
Career Technical Education Ad Hoc Committee	1. John Longville 2. Donna Ferracone 3. Anne Viricel	1. 2. 3.
Board & Chancellor Evaluations Ad Hoc Committee	1. Gloria Harrison 2. John Longville 3. Anne Viricel	1. 2. 3.
Foundations Ad Hoc Committee	1. Donna Ferracone 2. Joseph Williams 3. Gloria Harrison	1. 2. 3.
Legislative Ad Hoc Committee	1. John Longville 2. Anne Viricel 3. Frank Reyes	1. 2. 3.
Budget Standing Committee	1. Joseph Williams 2. Gloria Harrison 3. Donna Ferracone	1. 2. 3.

OVERVIEW

Since the December 8, 2016 Board meeting, the Board has developed additional Ad Hoc committees and some Ad Hoc committees have become standing committees.

Committees are needed to improve the efficiency of the board. Board Ad Hoc Committees meet on an as needed basis for the 2018-19 calendar year. Standing Committees meet on a regular basis.

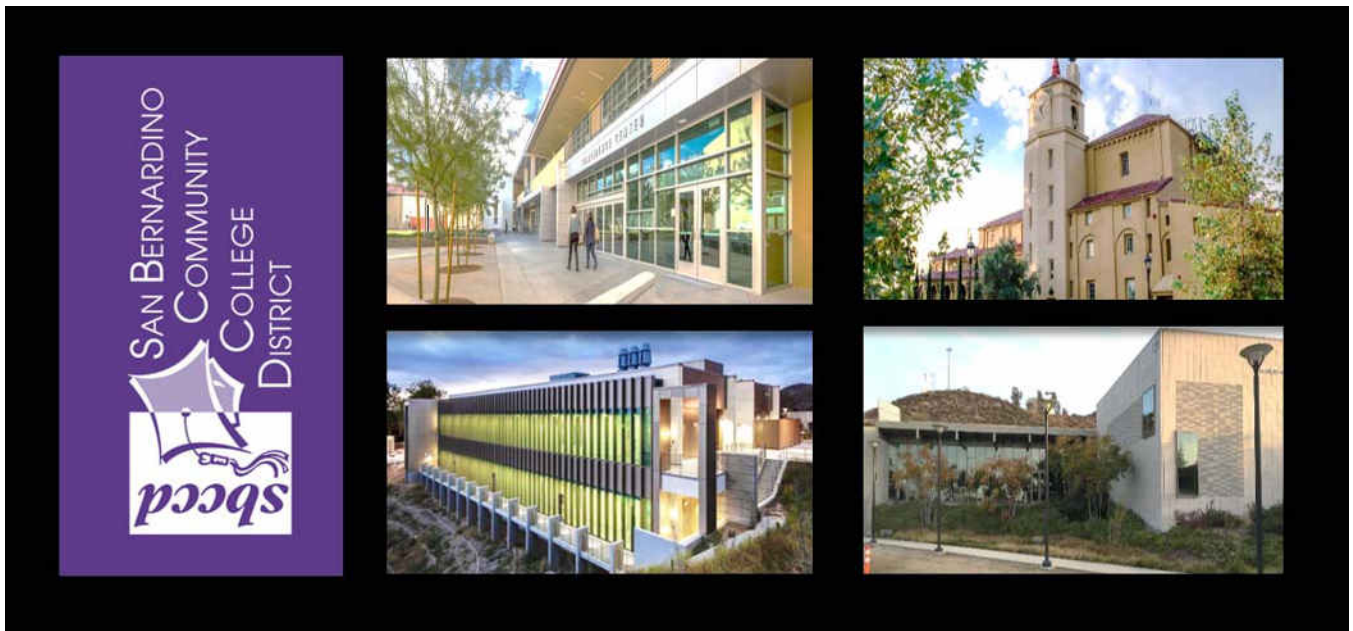
The role of the Board's Committees is to review and recommend policy issues for further consideration and development through established processes.

INSTITUTIONAL VALUES

- 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.



Citizens Bond Oversight Committee

2018 Report to the Community

Executive Summary

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

- › Measure P – \$190 million bond passed November 2002 (all funds expended by Fiscal Year End 2017), and
- › Measure M – \$500 million bond passed in February 2008.

The committee is required to inform the public about the District's expenditure of bond proceeds by presenting an annual report to the SBCCD Board of Trustees in public session. In fulfilling this duty, the committee meets approximately three times per year to review expenditure reports produced by the district to ensure that bond proceeds are:

- › Expended only for the purposes set forth in the propositions, and
- › Not used for any teacher or administrative salaries or other operating procedures.

2018 Members

- | | |
|---|-----------------------------------|
| › Betsy Starbuck, Chair, Tax Payer Organization | › Alexa Johnson, Student |
| › Albert Garcia, Business Organization | › Jordan Mack, Community-at-Large |
| › Sam Irwin, Foundation , CHC | › Stephen Ortiz, Student |
| › Patricia Small, Senior Citizen Organization | › Vacancy, Community-at-Large |

Statement

To the best of its ability, the Citizens Bond Oversight Committee believes that the San Bernardino Community College District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution. Full text available at <http://www.boe.ca.gov/lawguides/property/current/ptlg/ccp/XIII-A-1.html>.

Key Highlights of the 2018 San Bernardino CCD Bond Construction Program

Performance Art Center (PAC Renovation 2)

Campus: Crafton Hills College

This project consists of insignificant construction work that is necessary to address ADA compliance issues and environmental health and safety compliance issues within an aged facility.

CHC Old Bookstore (Print Shop Relocation)

Campus: Crafton Hills College

This project consists of relocating the SBCCD print shop from the leased facility at Redlands to the old bookstore at CHC, which has not been used since the Crafton Center facility came online in late 2015.

Meeting Dates and Overview

The CBOC met three times in 2018, including **April 11, October 10, and November 28** to discuss various bond program activities and review the internal audit report. For further information, please visit the website at <http://www.sbccd.org/bfs/cboc>.

Schedule of Expenditures by Project for Fiscal Year Ending June 30, 2018

Approved Measure M Bond Projects	Total Project Cost Through June 30, 2017	Costs Incurred During Current Year	Total Project Cost Through June 30, 2018
SBVC Gymnasium and Stadium	\$ 69,380,902	\$ 2,160,389	\$ 71,541,291
SBVC Football Field Replacement	-	452,042	452,042
SBVC Nursing Lab Renovation	-	294,700	294,700
CHC LADM Renovation	14,144,895	677,037	14,821,932
CHC Student Services A Renovation	8,581,727	644,578	9,226,305
CHC Churn II	22,140	23,917	46,057
CHC PAC Renovation #2	-	252,772	252,772
TOTALS	\$ 92,129,664	\$ 4,505,435	\$ 96,635,099



Good News

CHANCELLOR ANNOUNCES NEW CRAFTON HILLS COLLEGE PRESIDENT



Chancellor Baron announced that he has selected Dr. Kevin Horan, vice president of instruction and student services of Los Medanos College, as his choice to become the ninth president of Crafton Hills College in Inland Southern California.

The SBCCD Board of Trustees approved the terms of Horan's appointment during a special public meeting on November 19. He will assume

the presidency on January 7, 2019. Dr. Audre Levy will continue to serve as interim president until the end of the semester.

"Kevin Horan brings two decades of leadership expanding career training and higher education opportunities for low-income and first-generation students and a refreshing zeal for building bridges and trust with people from all walks of life," said Chancellor Baron.

Horan, an accomplished leader in the California Community Colleges system, was selected among more than 50 prospective candidates. As Crafton Hills College's president, he will mobilize the campus community to achieve its long-range educational and facilities master plan.

A WIN FOR STUDENTS, A WIN FOR OUR COMMUNITY

Our local community cast a vote of confidence in our colleges by approving Measure CC with 63.05% of the vote. Measure CC will invest \$470 million in our students by ensuring they have safe, state-of-the-art classrooms, labs and job training facilities to prepare them for UC/CSU transfer and career success.

Thank you to the San Bernardino Community College District Board of Trustees for its leadership and vision, and thank you to everyone in Big Bear, Bloomington, Colton, Grand Terrace, Highland, Lake Arrowhead, Loma Linda, Redlands, Rialto, San Bernardino, and Yucaipa who said yes to student achievement and Measure CC.

BREAKFAST WITH BRUCE Get Egg-cited about the issues!



On November 27, the Chancellor hosted *Breakfast with Bruce* which was a unique opportunity for a selected group of staff and faculty to informally chat with the Chancellor, discussing a wide range of topics. They shared ideas on what's working well within our District and how we can do even better.

Up to eight staff & faculty will be selected quarterly to participate in *Breakfast with Bruce*. Upcoming *Breakfast with Bruce* 2/26/19 and 5/28/19 8:30 - 9:30 a.m.

EDCT FOUNDATION RECEIVES RED TAPE TO RED CARPET AWARD



The Inland Empire Economic Partnership (IEEP) hosted the 6th annual Red Tape to Red Carpet Awards Reception recognizing local organizations' efforts supporting job creation and eliminating barriers to economic growth.

This year, EDCT Foundation received honorable mention in the category of *Business Retention and Expansion* for its exceptional efforts with its 1 Million Cups San Bernardino monthly event. Commemorating the program's contribution to economic growth, Tayte Olm accepted the accolades from

the San Bernardino County Board of Supervisors and Assemblymember Jose Medina, of the 61st District.

1 Million Cups is a monthly event fostering innovation and collaborative mentorship training among entrepreneurs. This peer-to-peer mentoring and networking opportunity allows time for business presentations, Q & A, networking, mentorship, and small business promotion.

EARLY DAYS OF CHC CAMPUS



Karan Spencer, daughter of Harold Pigott, a long-time faculty member at Crafton and SBVC (1946-1975), and

the author of *From Concept to Concrete: The Shaping of a College* (about Crafton Hills College), donated photos of the early days of the campus, as well as elevation drawings of the original master plan. The drawings and photos will be archived in the CHC library. Karan's son, Sid, accompanied her. Pigott passed away in 1993.

LIVE NATIVE AMERICAN ELECTION NIGHT COVERAGE



KVCR and FNX Television partnered with Native Voice One and Indian Country Today to host the first

ever nationwide Native American Election Coverage. The five hour live broadcast was televised on FNX and KVCR on November 6th, and was simulcast on social media sites as well as on over 100 radio stations nationwide through Native Voice One.

**Meeting of the San Bernardino Community College District Board of Trustees
September 27, 2018 - 12:00 p.m.
Study Session Minutes: District Program Review & Strategic Plan Progress
Location: SBCCD Boardroom, 114 S. Del Rosa Dr., San Bernardino CA 92408**

PRESENT

Gloria Macias Harrison, Vice President
Donna Ferracone, Trustee
John Longville, Trustee
Frank Reyes, Trustee
Dr. Donald L. Singer, Trustee
Autumn Blackburn, SBVC Student Trustee
Elijah Gerard, CHC Student Trustee

ABSENT

Joseph Williams, President
Dr. Anne L. Viricel, Clerk

CALL TO ORDER – PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS ON AGENDA ITEMS

None.

PRESENTATIONS

DISTRICT PROGRAM REVIEW: A New Progress and Plan

Dr. Gilbert provided an explanation of program review, committee members, the needs and changes of program review. The purpose of District Program Review is to provide an opportunity to review, analyze, and assess the content, currency, direction, and quality of District Support Services. The process results in improvements to programs. Program Review is part of a comprehensive educational planning practice that is part of the 10+1 responsibilities defined for Faculty Senates under Title 5 of the California Education Code.

The District Services Planning and Program Review Committee conducts a comprehensive review annually and oversees the District Services planning to ensure alignment with the district strategic planning process.

District Programs complete 4-Year Self-Evaluations and 2-Year Program Updates.

Program Review Process: 2018 - 2022

District Program Review Rotation

Summer 2018	Summer 2019	Summer 2020	Summer 2021
4-Year Evaluation	4-Year Evaluation	4-Year Evaluation	4-Year Evaluation
<p>TESS</p> <ul style="list-style-type: none"> •Administrative Applications •Distance Education •Printing Services •Technical Services 	<p>Business & Fiscal Services</p> <ul style="list-style-type: none"> •Business Services •Facilities •Fiscal Services •Human Resources •Internal Auditing 	<p>Chancellor's Office</p> <ul style="list-style-type: none"> •Chancellor's Office •District Research •Marketing 	<p>Workforce Development, Advancement & Media Systems</p> <p>District Police</p>
2-Year Update	2-Year Update	2-Year Update	2-Year Update
<p>Chancellor's Office</p> <ul style="list-style-type: none"> •Chancellor's Office •District Research •Marketing 	<p>Workforce Development, Advancement & Media Systems</p> <p>District Police</p>	<p>TESS</p> <ul style="list-style-type: none"> •Administrative Applications •Distance Education •Printing Services •Technical Services 	<p>Business & Fiscal Services</p> <ul style="list-style-type: none"> •Business Services •Facilities •Fiscal Services •Human Resources •Internal Auditing

District Services Planning and Program Review Committee Ranks Resource Requests

The full process is outlined in the District Program Review Plan 2018 – 2022, which was approved by the District Services Planning and Program Review Committee on April 13, 2018.

It is intended that the District Services Planning and Program Review Committee should report out to campus and district constituencies on District Program Review results including:

- What departments submitted 4-Year Self-Evaluations and 2-Year Updates and any findings by the committee.
- Results of Resource Request prioritization, including how requests tie to campus program reviews results, master planning goals and initiatives.
- Communicate what Resource Requests were actually funded by the District.

The District Services Planning and Program Review website has been revised and updated.

http://www.sbccd.org/research/SBCCD_Services_PPR

2017-2022 DISTRICT SUPPORT SERVICES STRATEGIC PLAN

Dr. Jeremiah Gilbert, Interim Executive Director of Research, Planning & Institutional Effectiveness presented the progress and recommendations on the 2017-2022 District Support Services Strategic Plan.

The San Bernardino Community College District's Districtwide Support Services Strategic Plan is a comprehensive document that establishes a clear direction for the District in supporting each College's future of academics and student support under changing internal and external conditions.

The Plan is designed to identify challenges facing the District and provide recommendations on how the District may support each College's strategic directions and goals. The Districtwide Support Services Strategic Plan is a living document that should be reviewed and updated regularly.

Proposed Changes/Recommendations

Objectives with Targets Met - re-evaluate and extended out to 2021-2022, the last year of the current District Support Services Strategic Plan.

Objectives Needing Revision

Objectives 1.2.1 and 1.2.2 measure three-year throughput rates for math and English. However, both AB 705 and the new state funding formula focus on getting students into transfer-level math and English courses within one year. As such, both of these objectives should be revised to reflect these changes.

Student Success Incentive Components

The new state funding formula includes many Student Success Incentive Components that the district may wish to include in new or revised objectives. These components include the number of Associate Degrees for Transfer being awarded annually, along with Credit Certificates and an annual count of all students who successfully completed nine or more career technical education (CTE) units.

Next Steps

The Executive Director of Research, Planning, and Institutional Effectiveness will work with the Districtwide Institutional Effectiveness Committee on the proposed changes by developing new or revised targets and objectives, and share with District Assembly before coming to the Board of Trustees for review and approval as an addendum to the 2017-2022 District Support Services Strategic Plan.

An updated 2018-2019 Districtwide Marketing & Community Outreach Work Plan can be found online here: <https://drive.google.com/file/d/1YUVDnyvbTsM48ZjjPye2pNddFKaR5qlv/view>

SBVC's Marketing & Outreach Plan 2017-2018 can be found online here:

<https://www.valleycollege.edu/documents/marketing/marketing-outreach-plan-2017-2018.pdf>

CHC is working to strategically enhance marketing and outreach by hiring a marketing consultant to recommend actions to promote credit and non-credit offerings and by providing funding to support marketing and outreach efforts. The college was recently awarded a \$200,000 IEPI Grant, a portion of which is to be used to fund onetime marketing and outreach expenses.

The 2017-2020 Equal Employment Opportunity Plan can be found online here:

<http://www.sbccd.org/~media/Files/SBCCD/District/HR%20%20Documents/SBCCD%20EEO%20Plan.pdf>

PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

ADJOURN

The next meeting of the Board: Study Session (TBD), 12pm, October 4, 2018
Vice President Harrison adjourned the meeting at 2:15pm.

Dr. Anne L. Viricel, Clerk
SBCCD Board of Trustees

**Meeting of the San Bernardino Community College District Board of Trustees
SBCCD Boardroom, 114 S. Del Rosa Dr., San Bernardino, CA 92408
November 8, 2018, 4:00 p.m.
Business Meeting Minutes**

MEMBERS PRESENT

Joseph Williams, President
Gloria Macías Harrison, Vice President
Dr. Anne L. Viricel, Clerk
Donna Ferracone, Trustee
John Longville, Trustee
Frank Reyes, Trustee
Dr. Donald L. Singer, Trustee
Elijah Gerard, CHC Student Trustee

ABSENT

Autumn Blackburn, SBVC Student Trustee

CALL TO ORDER – PLEDGE OF ALLEGIANCE

President Williams called the meeting to order at 3:57pm. Trustee Viricel led the pledge of allegiance.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

- Conference with Labor Negotiators
Government Code 54957.6
Agency Representative: Bruce Baron – CSEA, CTA, Management/Supervisors, and Confidential Employees
- Public Employee Discipline/Dismissal/Release/Non Re-Employment Government Code 54957 (2 cases)
- Public Employee Performance Evaluation
Government Code 54957(b)(1)
Title: Chancellor
- Conference with Legal Counsel – Anticipated Litigation
Government Code 54956.9(d)(2)(1 case)
- Conference with Legal Counsel – Existing Litigation
Government Code 54956.9(e)(3)
WCAB Case # ADJ11294077
- Conference with Real Property Negotiator
Government Code section 54956.8

Properties: An approximately 27,360 sq. ft. parcel of improved property, including a 70,595 square foot building, located at 560 E. Hospitality Lane, San Bernardino, CA, APN 0281-372-08-0000; an approximately 36,939 sq. ft. parcel of improved property, including a 82,039 square foot building, located at 550 E. Hospitality Lane, San Bernardino, CA, APN 0281-372-20-0000; and an approximately 38,964 sq. ft. parcel of improved property, including a 71,769 square foot building, located at 658 E. Brier Drive, San Bernardino, CA, APN 0281-021-51-0000 (collectively, the "Properties").

Negotiating Parties: San Bernardino Community College District (Proposed Buyer), Real Property Negotiators Jose F. Torres, Executive Vice Chancellor, and Buyer's real estate brokers, Gary P. Stache and Anthony DeLorenzo of CBRE, Inc.; and Hines (Proposed Seller), Real Property Negotiator Varun Akula, Director.

Under Negotiation: Instruction to Proposed Buyer's Real Property Negotiators will concern price and terms of payment associated with the possible purchase of the identified Properties.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None.

CONVENE CLOSED SESSION

Closed Session convened at 4:58pm.

RECONVENE PUBLIC MEETING

Public meeting reconvened at 5:03pm.

REPORT OF ACTION IN CLOSED SESSION

- The Board unanimously or by majority vote with board members XX and XX voting against, took action to adopt the proposed decision of the hearing officer regarding withdrawal of the hearing request and to adopt the recommended personnel action of dismissal for employee with personnel #27307 as set forth in the Notice of Proposed Disciplinary Action. As such, the employee with personnel #27307 shall be terminated from the position of custodian I, effective March 14, 2018.

REPORTS

- Trustee Longville reported on the BOT CTE Ad Hoc Committee and the Media Academy.
- Trustee Harrison reported on the BOT Budget Committee and aligning SBCCD with the State Chancellor's Vision for success. The Board requested chancellor to list on agenda for upcoming board retreat. Asking DSS to work with the Chancellor to agendize and work with the committee.
- Trustee Ferracone reported on the BOT Policy Committee. It has completed work on BP 2510. The committee delegated AP 2510 updates to the Chancellor.
- President Williams congratulated Dr. Singer for his reelection and the passing of SBCCD Measure CC. He participated in the Chancellor's Leadership Academy, and is hosting a tour of community leaders and educators at CHC.
- Chancellor Baron reported on Good News.
- Celia Huston gave an update on SBVC Academic Senate and reported on Guided Pathways, AS Scholarship for student leaders on campus, fall Plenary, concerns and resolutions at statewide level regarding student centered funding model, cost of AB 705 to implement, collegial constellation at state level. Fully online library technology certificate is the only program in the Inland Empire.
- Board members shared memories and appreciation to outgoing Trustee, Donna Ferracone for her service at Crafton, in the community, and personally.
- Mark McConnell reported for the CHC Academic Senate. Promise Program has not been through the collegial process. Fall Plenary report, reaffirm funding from guided pathways led by faculty, state chancellor.

- Valerie Johnson reported for CHC ASG. ADA elevators do not work. Statewide advocacy, did not pass vote of no confidence with state chancellor. ASH is asking to partner with the campus to Implementing increase access to health and wellness, increase notification to students of the services, compensation to serve on hiring committee.
- Kevin Palkki thanked Trustee Ferracone for her service.

APPROVAL OF MINUTES

September 6, 2018

September 13, 2018

October 11, 2018

Trustee Singer moved approval of the September 6, September 13, and October 11, 2018 minutes. Trustee Ferracone seconded the motion.

AYES: Williams, Harrison, Viricel, Ferracone, Singer, Longville, Reyes

NOES: None

ABSENT: Blackburn

ABSTENTIONS: Gerard

PUBLIC COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

Human Resources

Consideration of Approval of Adjunct and Substitute Academic Employees

Consideration of Approval of Classified Job Description

Consideration of Approval of District Volunteers

Consideration of Approval of Employee Promotions

Consideration of Approval of Employee Transfers

Consideration of Approval of Management Job Descriptions

Consideration of Approval of Non-Instructional Pay for Academic Employees

Consideration of Approval to Accept Employee Resignations

Consideration of Approval to Accept Employee Retirements

Consideration of Approval to Appoint District Employees

Consideration of Approval to Pay Stipends

Consideration of Approval of Professional Expert, Short-Term, and Substitute Employees

Business & Fiscal Services

Consideration of Approval of District & College Expenses

Consideration of Approval of Individual Memberships

Consideration to Approve Conference Attendance

Consideration of Approval of 2019-20 Budget Calendar

Consideration of Approval of Vacation Payout

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

Consideration of Approval to Establish Fiduciary Trust Fund 71 for the OPEB Investment Trust Account

Consideration of Approval to Establish Investment Trust Fund 77 for the PARS Investment Trust Account

Consideration of Approval to Ratify Interfund Borrowing Transactions

Consideration of Approval of Professional Services Contracts-Agreements **Amended to add a contract for Cooley LLP for District Support Services legal services. Term: 11/1/2018 - 6/30/2020, Funding Source: General Funds, Amount: \$25,000**

Consideration of Approval of Purchase Order Report

Consideration of Approval of Routine Contracts-Agreements and Memorandums

Consideration of Approval of Surplus Property and Authorization for Private Sale or Disposal

Consideration of Approval to Award Request for Proposal 2019-01 and Contract to SynED of Thousand Oaks CA

Facilities

Consideration of Approval of Amendment 007 to the Contract with Leighton Consulting Inc. of Rancho Cucamonga CA

Consideration of Approval of Contract with PMSM - 19six Architects of Santa Barbara CA

Consideration of Approval to Amend Professional Services Contracts for the Districtwide Non-Bond Construction Program

Consideration of Approval to Award Formal Bid #03-1617-01 and Contract to Los Angeles Air Conditioning, Inc. of La Verne, CA

Trustee Longville moved approval of the consent agenda as amended. Trustee Singer seconded the motion.

AYES: Williams, Harrison, Viricel, Ferracone, Singer, Longville, Reyes, Gerard

NOES: None

ABSENT: Blackburn

ABSTENTIONS: None

ITEMS PULLED FOR SEPARATE ACTION

Instruction/Student Services

Consideration of Approval of Curriculum – CHC

Trustee Singer moved approval of the CHC curriculum. Trustee Harrison seconded the motion.

AYES: Williams, Harrison, Viricel, Ferracone, Singer, Longville, Reyes, Gerard

NOES: None

ABSENT: Blackburn

ABSTENTIONS: None

Consideration of Approval of the 2019-20 Regional, State and Federal Advocacy Priorities
Trustee Longville moved approval of the consent agenda as amended. Trustee Viricel seconded the motion.

AYES: Williams, Harrison, Viricel, Ferracone, Singer, Longville, Reyes, Gerard
NOES: None
ABSENT: Blackburn
ABSTENTIONS: None

ACTION AGENDA

Consideration of Approval to Accept Board Policies for First Reading

Trustee Ferracone moved approval to accept board policies for first reading. Trustee Harrison seconded the motion.

AYES: Williams, Harrison, Viricel, Ferracone, Singer, Longville, Reyes, Gerard
NOES: None
ABSENT: Blackburn
ABSTENTIONS: None

Consideration of Approval to Conduct a Public Hearing and Acknowledge an Initial Proposal to Reopen Negotiations with CSEA from the District

President Williams opened the public hearing. Hearing no comments, the public meeting was closed. Trustee Gerard moved approval to acknowledge the initial proposal to reopen negotiations with CSEA from the District. Trustee Viricel seconded the motion.

AYES: Williams, Harrison, Viricel, Ferracone, Singer, Longville, Reyes, Gerard
NOES: None
ABSENT: Blackburn
ABSTENTIONS: None

INFORMATION ITEMS

Applause Cards

Budget Report

Clery Report

General Fund Cash Flow Analysis

Key Performance Indicator Dashboard Update

Memorandums of Understanding between SBCCD and the California School Employees Association and its SBCCD Chapter 291 (CSEA)

Memorandums of Understanding between SBCCD and the SBCCD Teachers Association

Quarterly Financial Status Report

Quarterly Investment Report

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

ADJOURN

The next meeting of the Board: Special Study Session: Chancellor's Recommendation for Crafton Hills College President at 12pm, November 19, 2018. President Williams adjourned the meeting at 6:15pm.

Dr. Anne L. Viricel, Clerk
SBCCD Board of Trustees

**Meeting of the San Bernardino Community College District Board of Trustees
SBCCD Boardroom, 114 S. Del Rosa Dr., San Bernardino, CA 92408
November 19, 2018, 12:00 p.m.
Special Study Session Meeting Minutes**

MEMBERS PRESENT

Joseph Williams, President
Gloria Macías Harrison, Vice President
Dr. Anne L. Viricel, Clerk
Donna Ferracone, Trustee
John Longville, Trustee (arrived at 12:20pm)
Frank Reyes, Trustee
Elijah Gerard, CHC Student Trustee

ABSENT

Dr. Donald L. Singer, Trustee
Autumn Blackburn, SBVC Student Trustee

CALL TO ORDER – PLEDGE OF ALLEGIANCE

President Williams called the meeting to order at 12:04pm. Trustee Reyes led the pledge of allegiance.

PUBLIC COMMENTS ON AGENDA ITEMS

None.

ACTION AGENDA

Consideration of Approval to Appoint President of Crafton Hills College

Trustee Ferracone moved approval to appoint Kevin Horan as president of Crafton Hills College, effective January 7, 2019 at range & step 5F. Trustee Viricel seconded the motion.

AYES: Williams, Harrison, Viricel, Ferracone, Longville, Reyes, Gerard

NOES: None

ABSENT: Singer, Blackburn

ABSTENTIONS: None

The Board requested for all future agendas include closed session to have conversation on personnel matters.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Curt Lewis read and presented a congressional resolution to Trustee Ferracone, from the office of Congressman Pete Aguilar.

ADJOURN

The next meeting of the Board: Study Session (Annual Foundation & Fundraising Updates) at 12pm on November 29, 2018. President Williams adjourned the meeting at 12:40pm.

Dr. Anne L. Viricel, Clerk
SBCCD Board of Trustees

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Dr. Audre Levy, Interim President, CHC
PREPARED BY: Dr. Keith Wurtz, Interim Vice President, Instruction, CHC
DATE: December 13, 2018
SUBJECT: Consideration of Approval of Curriculum - CHC

RECOMMENDATION

It is recommended that the Board of Trustees approve the CHC curriculum modifications.

OVERVIEW

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

ANALYSIS

These courses, certificates, and degrees have been approved for addition, modification, and deletion by the Curriculum Committee of the Academic Senate and will be included in the 2019-2020 College Catalog.

INSTITUTIONAL VALUES

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

FINANCIAL IMPLICATIONS

None.

CRAFTON HILLS COLLEGE
SUBMITTED FOR BOARD OF TRUSTEE APPROVAL
December 13, 2018

NEW COURSE

Addition to the 2019-2020 College Catalog

Discipline:	Child Development
Department:	Human Development
Course ID:	CD 105H
Course Title:	Child Growth and Development – Honors
Units:	3
Minimum Semester Hours:	
Lecture:	48 contact hours per semester
Prerequisite:	Acceptance into the College Honors Institute
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	This introductory course examines the major physical, cognitive/language, social, and emotional developmental milestones for children, both typical and atypical, from conception through adolescence. While also studying developmental theories and investigative research methodologies, students will observe children as well as evaluate and analyze characteristics of development. This course is intended for students in the Honors Program and contains additional content and experiences.
Schedule Description:	This introductory course examines physical, cognitive, social and emotional development from conception through adolescence. It is intended for students in the Honors Program.
Rationale:	CD 105 is designed to meet current practices and standards for teaching child growth and development. It is a core course for child development and education majors. This course satisfies the mandatory training requirements for childcare providers in accordance with state and community licensing agencies. CD 105 serves as a prerequisite for other child development and education courses. This course transfers to the CSU and UC systems. This course contains additional content and experiences for students wishing to earn honors credit.
Equate:	CD 105H
Effective:	Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Discipline:	Fire Technology
Department:	Public Safety and Services
Course ID:	EMS 504
Course Title:	Advanced Firefighter Continuing Education
Units:	.5 – 2
Minimum Semester Hours:	
Lab:	24 – 96 contact hours per semester
Prerequisite:	FIRET 115 with a minimum grade of C or better or fulfill the requirements for certification in a State Fire Marshal Firefighter I Academy or equivalent as determined by the Fire Academy Chief.

Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	Students will build upon their firefighting skills to include: Knowledge of firefighter safety, SCBA and PASS devices, determination of air supply, electrical hazards, use of tools and equipment, fuel types and suppression methods, attack techniques, structural search and rescue, first aid and CPR skills.
Schedule Description:	Students will build upon their structural and wildland firefighting skills as required by the California State Fire Marshals Office.
Rationale:	The course satisfies annual mandatory continuing education requirements of local fire agencies, Inland Counties Emergency Medical Agency (ICEMA), the California State Fire Marshals Office, and meets the appropriate sections of the California Code of Regulations.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Discipline:	Health Education
Department:	Kinesiology and Health
Course ID:	HEALTH 104
Course Title:	Introduction to Public Health
Units:	3
Minimum Semester Hours:	
Lecture:	48 contact hours per semester
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	Introduction to Public Health and the basic concepts and terminologies, and the history and accomplishments of public health officials and agencies. An overview of the functions of various public health professions and institutions. Topics include the epidemiology of infectious and chronic disease; prevention and control of diseases in the community including the analysis of the social determinants of health and strategies for eliminating disease, illness and health disparities among various populations; community organizing and health promotion programming; environmental health and safety; global health; and healthcare policy and management.
Schedule Description:	Introduction to Public Health and the basic concepts and terminologies, and the history and accomplishments of public health officials and agencies. An overview of the functions of various public health professions and institutions. Topics include the epidemiology of infectious and chronic disease; prevention and control of diseases in the community including the analysis of the social determinants of health and strategies for eliminating disease, illness and health disparities among various populations; community organizing and health promotion programming; environmental health and safety; global health; and healthcare policy and management.
Rationale:	This course is a requirement in the new AS-T degree in Public Health Science.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE***Addition to the 2019-2020 College Catalog***

Discipline:	Health Education
Department:	Kinesiology and Health
Course ID:	HEALTH 265
Course Title:	Nutrition for Fitness and Performance
Units:	3
Minimum Semester Hours:	
Lecture:	48 contact hours per semester
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	This course examines the current nutritional requirements and dietary practices for peak performance for those who are physically active as well as those who participate in athletic competition. The class focuses on the role of macro and micronutrients, hydration, energy pathways, body composition and ergogenic aids and their role on performance and optimal health.
Schedule Description:	This course examines the current nutritional requirements and dietary practices for peak performance for those who are physically active as well as those who participate in athletic competition. The class focuses on the role of macro and micronutrients, hydration, energy pathways, body composition and ergogenic aids and their role on performance and optimal health.
Rationale:	The course will be part of the new AS-T degree in Nutrition and Dietetics.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE***Addition to the 2019-2020 College Catalog***

Discipline:	Health Education
Department:	Kinesiology and Health
Course ID:	HEALTH 267
Course Title:	Food and Culture
Units:	3
Minimum Semester Hours:	
Lecture:	48 contact hours per semester
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	A multi-cultural perspective on traditional and contemporary food choices. The class considers customs associated with food in relation to religion, geography, health/medicine, human survival and symbolism. The impact of socio-economics, historical events, population movements, and geography are also discussed.
Schedule Description:	A multi-cultural perspective on traditional and contemporary food choices. The class considers customs associated with food in relation to religion, geography, health/medicine, human survival and symbolism. The impact of socio-

economics, historical events, population movements, and geography are also discussed.

Rationale:	The course will be part of the AS-T degree in Nutrition and Dietetics as well as an elective in the AS-T degree in Public Health Science.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Discipline:	Mathematics
Department:	Mathematics
Course ID:	MATH 915
Course Title:	Ideas of Mathematics Support
Units:	1 – 2
Minimum Semester Hours:	
Lecture:	16 – 32 contact hours per semester
Prerequisite:	MATH 095. Eligibility for MATH 115 as determined through the Crafton Hills College assessment process
Corequisite:	MATH 115
Departmental Recommendation:	None
Catalog Description:	A review of the core prerequisite skills, competencies, and concepts needed in Ideas of Mathematics. Topics include: a review of computational skills developed in non-transferable math courses including but not limited to, operations on rational numbers and algebraic expressions, understanding and applications of percentages, graphing linear and quadratic functions, functions including composition and inverses. Graded on a Pass or No Pass basis only. Non-degree applicable.
Schedule Description:	Support course for Ideas of Mathematics. A review of the core prerequisite skills, competencies, and concepts needed in Ideas of Mathematics. Topics include: a review of computational skills developed in non-transferable math courses including but not limited to, operations on rational numbers and algebraic expressions, understanding and applications of percentages, graphing linear and quadratic functions, functions including composition and inverses. Graded on a Pass or No Pass basis only. Non-degree applicable.
Rationale:	The course is designed to give the background and support that enable students to complete their college level transfer class in one semester with the appropriate review.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE (NONCREDIT)

Addition to the 2019-2020 College Catalog

Discipline:	Course for Older Adults (Noncredit)
Department:	Social Science
Course ID:	COA/N 601
Course Title:	Understanding Diabetes: Sweet Success
Units:	0
Lecture:	27
Prerequisite:	None
Corequisite:	None

Departmental Recommendation:	None
Catalog Description:	Examines and clarifies the meaning of a diabetes diagnosis, as well as teaches diabetes management. Included in the course are health resources, disease prevalence, risk management, healthful eating choices for lowering blood glucose levels and diabetes complication reduction.
Schedule Description:	An in-depth look at Diabetes Mellitus from diagnosis, health principles, co-morbidities and long-term management. This course offers insight for those looking to enhance their diabetic lifestyle for increased health and longevity
Rationale:	This class is designed to promote the overall health, diabetes comprehension, and diabetic management for both active and frail older adults. In addition, this educationally focused curriculum promotes the health, safety and wellbeing of diagnosed individuals, caretakers, family support systems and the public health of the local community.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE (NONCREDIT)

Addition to the 2019-2020 College Catalog

Discipline:	Course for Older Adults (Noncredit)
Department:	Social Science
Course ID:	COA/N 602
Course Title:	Heart Smart: Living with Heart Disease
Units:	0
Lecture:	27
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	Examines and clarifies the variety of Coronary heart disease diagnoses. Teaches early signs, symptoms, treatment options and self-modifications. Included in the course are health resources, disease prevalence, risk management, healthful eating choices for lowering blood pressure, reducing atherosclerotic lesions, and increasing lifespan with the disease.
Schedule Description:	An in-depth look at heart disease from diagnosis, to health principles, co-morbidities and long-term management. This course offers insight for those looking to enhance their current lifestyle for increased health and longevity.
Rationale:	This class is designed to promote the overall health, heart disease prevention, comprehension, and symptom management for both active and frail older adults. In addition, this educationally focused curriculum promotes the health, safety and wellbeing of diagnosed individuals, caretakers, family support systems and the public health of the local community.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE (NONCREDIT)

Addition to the 2019-2020 College Catalog

Discipline:	Course for Older Adults (Noncredit)
Department:	Social Science
Course ID:	COA/N 603
Course Title:	Clarifying Cancer: Prevention, Prognosis and Beyond
Units:	0

Lecture:	27
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	Examines and clarifies the types and causes of cancer. Teaches early signs, symptoms, treatment options, lifestyle management techniques and self-modifications. Included in the course are health resources, disease prevalence, risk management, healthful eating choices for reducing infections and hospital stays, long-term cancer goals, remission, and increasing lifespan while battling disease
Schedule Description:	An in-depth look at cancer from genetic to environmental exposures to diagnosis, health principles, risk reduction and long-term management. This course offers insight for those looking to decrease their current cancer risk and manage cancer causing lifestyle choices.
Rationale:	This class is designed to promote overall health, cancer prevention, cancer comprehension, and risk reduction in both active and frail older adults. In addition, this educationally focused curriculum promotes the health, safety and wellbeing of diagnosed individuals, caretakers, family support systems and the public health of the local community.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE (NONCREDIT)

Addition to the 2019-2020 College Catalog

Discipline:	Course for Older Adults (Noncredit)
Department:	Social Science
Course ID:	COA/N 604
Course Title:	Keeping Your Kidneys: How to Manage Chronic Kidney Disease
Units:	0
Lecture:	27
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	Examines and clarifies the meaning of chronic kidney disease, as well as teaches kidney disease management. Included in the course are health resources, disease prevalence, risk management, healthful eating choices for increasing eGFR, ACR and avoiding dialysis.
Schedule Description:	An in-depth look at chronic kidney disease and kidney failure from diagnosis, health principles, co-morbidities and long-term management. This course offers insight for those looking to decrease their risk of dialysis and improve their overall kidney health.
Rationale:	This course is designed to promote the overall health, kidney disease comprehension, and kidney disease management for both active and frail older adults. In addition, this educationally focused curriculum promotes the health, safety and wellbeing of diagnosed individuals, caretakers, family support systems and the public health of the local community.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE (NONCREDIT)***Addition to the 2019-2020 College Catalog***

Discipline:	Course for Older Adults (Noncredit)
Department:	Social Science
Course ID:	COA/N 605
Course Title:	Plant-Based Nutrition for Older Adults
Units:	0
Lecture:	27
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	Examines plant-based diets, as well as teaches the environmental, biomedical, ethical and economic impact of diets free of animal products. The course will provide older adults and those interested in life long healthy eating habits with tools to implement a plant-based diet to prevent, reverse or manage a variety of different health conditions and improve overall well-being.
Schedule Description:	Examines plant-based diets, as well as teaches the environmental, biomedical, ethical and economic impact of diets free of animal products. The course will provide older adults and those interested in life long healthy eating habits with tools to implement a plant-based diet to prevent, reverse or manage a variety of different health conditions and improve overall well-being.
Rationale:	This class is specifically designed to promote the overall health, disease prevention, comprehension, and dietary management for both active and frail older adults. In addition, this educationally focused curriculum promotes the wellbeing of elderly individuals, their caretakers, family support systems and the public health of the local community.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE (NONCREDIT)***Addition to the 2019-2020 College Catalog***

Discipline:	Course for Older Adults (Noncredit)
Department:	Social Science
Course ID:	COA/N 610
Course Title:	Death and Dying: End of Life Rights and Choices
Units:	0
Lecture:	27
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	Examines and clarifies the meaning of palliative care, hospice, and death as well as teaches Medicare and medical team management. Included in the course are health resources, end of life preferences, legal options, creating a living will, DNR choices, and natural burial options all Americans are entitled to.
Schedule Description:	An in-depth look at death and dying from terminal diagnoses, to long-term diseases. This course offers insight for those looking to understand their legal and medical options as well as emotional and spiritual implications of dying. The course answers questions regarding end of life choices.

Rationale:	This scientifically-based course is designed to provide the senior community with current and pertinent end of life information and concrete-treatment ideas to foster the difficult decisions associated with the end of life.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE (NONCREDIT)

Addition to the 2019-2020 College Catalog

Discipline:	Course for Older Adults (Noncredit)
Department:	Social Science
Course ID:	COA/N 650
Course Title:	Chair Fitness
Units:	0
Activity:	18
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	Blends functional movement and weight resistance in seated exercises. Improves balance to reduce risk of injuries from a fall. Builds muscles to support joints and strengthen injured areas. Also beneficial for increasing bone mass and reducing blood pressure. Appropriate for all older adults with varying fitness levels and with disabilities.
Schedule Description:	Seated exercise offers all the benefits of standing exercise, without the risk. Chair exercises will keep your joints flexible, improving range of motion and mobility. Chair fitness also strengthens and stabilize muscles, resulting in improved balance, which is key for preventing falls and injuries.
Rationale:	Chair based exercises develop cardiovascular fitness, muscular strength and flexibility; while making exercising for those with poor balance, joint pain, reduced mobility and circulation a safe and successful way to maintain a healthy lifestyle.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE (NONCREDIT)

Addition to the 2019-2020 College Catalog

Discipline:	English as a Second Language (Noncredit)
Department:	English and Reading
Course ID:	ESL/N 601
Course Title:	ESL Beginning Level 1
Units:	0
Lecture:	64
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	This noncredit course is designed to introduce low-intermediate English language learners to phonetic sounds, intonations, and academic vocabulary, sentence, and paragraph patterns. Students will start using academic English to speak and write about themselves, their families, and their communities. There is an emphasis in developing introductory academic strategies (grounded

in rhetoric), habits, and communication practices to develop well-thought ideas, both orally and written.

Schedule Description:

This noncredit course is designed to introduce low-intermediate English language learners to phonetic sounds, intonations, and academic vocabulary, sentence, and paragraph patterns. Students will start using Academic English to speak and write about themselves, their families, and their communities. There is an emphasis in developing introductory academic strategies (grounded in rhetoric), habits, and communication practices to develop well-thought ideas, both orally and written.

Rationale:

To comply with AB 705.

Equate:

ESL 601

Effective:

Fall 2019

NEW COURSE (NONCREDIT)	
-------------------------------	--

Addition to the 2019-2020 College Catalog

Discipline: English as a Second Language (Noncredit)

Department: English and Reading

Course ID: ESL/N 602

Course Title: ESL Beginning Level 2

Units: 0

Lecture: 64

Prerequisite: None

Corequisite: None

Departmental Recommendation: None

Catalog Description:

This noncredit course is designed to prepare intermediate English language learners with vocabulary and sentence structure skills to communicate in social and academic settings. Students will learn present perfect, future conditional statements, and infinitives and gerunds to reinforce their grammar, speaking, reading, and writing skills learned in Level 1. There is an emphasis in producing multiple academic compositions using various genres of writing and critical thinking.

Schedule Description:

This noncredit course is designed to prepare intermediate English language learners with vocabulary and sentence structure skills to communicate in social and academic settings. Students will learn present perfect, future conditional statements, and infinitives and gerunds to reinforce their grammar, speaking, reading, and writing skills learned in Level 1. There is an emphasis in producing multiple academic compositions using various genres of writing and critical thinking.

Rationale:

To comply with AB 705.

Equate:

ESL 602

Effective:

Fall 2019

NEW COURSE (NONCREDIT)	
-------------------------------	--

Addition to the 2019-2020 College Catalog

Discipline: English as a Second Language (Noncredit)

Department: English and Reading

Course ID: ESL/N 603

Course Title: ESL Beginning Level 3

Units: 0

Lecture: 64

Prerequisite: None

Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	This noncredit course is designed to prepare high-intermediate English language learners to use a variety of academic formats, structures, vocabulary, grammar (verb patterns, gerunds, infinitives), genres to compose, both orally and written, various forms of writing with a specific idea, setting, and time. There is a focus on critical thinking practices as well as reading, writing, and oral fluency.
Schedule Description:	This noncredit course is designed to prepare high-intermediate English language learners to use a variety of academic formats, structures, vocabulary, grammar (verb patterns, gerunds, infinitives), genres to compose, both orally and written, various forms of writing with a specific idea, setting, and time. There is a focus on critical thinking practices as well as reading, writing, and oral fluency.
Rationale:	To comply with AB 705.
Equate:	ESL 603
Effective:	Fall 2019

NEW COURSE (NONCREDIT)

Addition to the 2019-2020 College Catalog

Discipline:	English as a Second Language (Noncredit)
Department:	English and Reading
Course ID:	ESL/N 604
Course Title:	ESL Beginning Level 4
Units:	0
Lecture:	64
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	This noncredit course is designed to bridge low-advanced English language learners to enroll in credit academic and vocational classes. This course expands on students' writing process and critical thinking skills, while focusing on academic research practices, and strategies. There is an emphasis on composition and rhetoric with particular attention to develop an academic writing style.
Schedule Description:	This noncredit course is designed to bridge low-advanced English language learners to enroll in credit academic and vocational classes. This course expands on students' writing process and critical thinking skills, while focusing on academic research practices, and strategies. There is an emphasis on composition and rhetoric with particular attention to develop an academic writing style.
Rationale:	To comply with AB 705.
Equate:	ESL 604
Effective:	Fall 2019

NEW COURSE (NONCREDIT)

Addition to the 2019-2020 College Catalog

Discipline:	Mathematics (Noncredit)
Department:	Mathematics
Course ID:	MATH/N 600

Course Title:	Understanding Arithmetic
Units:	0
Lecture:	25
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	Operations with and properties of whole numbers, fractions and decimals. Emphasis is on understanding of the operations rather than on memorization of algorithms.
Schedule Description:	Operations with and properties of whole numbers, fractions and decimals. Emphasis is on understanding of the operations rather than on memorization of algorithms.
Rationale:	To comply with AB 705.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE (NONCREDIT)

Addition to the 2019-2020 College Catalog

Discipline:	Mathematics (Noncredit)
Department:	Mathematics
Course ID:	MATH/N 601
Course Title:	Understanding Ratios, Proportions and Percents
Units:	0
Lecture:	20
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	The introduction to ratios, proportions and percents and their applications; Applications will include but not be limited to computations of sales tax, tips, percent increase and decrease, simple interest and commissions.
Schedule Description:	The introduction to ratios, proportions and percents and their applications; Applications will include but not be limited to computations of sales tax, tips, percent increase and decrease, simple interest and commissions.
Rationale:	To comply with AB 705.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE (NONCREDIT)

Addition to the 2019-2020 College Catalog

Discipline:	Mathematics (Noncredit)
Department:	Mathematics
Course ID:	MATH/N 602
Course Title:	Introduction to Variable Expressions and Equations
Units:	0
Lecture:	25
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None

Catalog Description:	Introduction to algebraic expressions emphasizing adding/subtracting/multiplying variable expressions, combining like terms, use of positive exponents, and solving single variable linear equations
Schedule Description:	This course is an introduction to algebraic expressions emphasizing adding/subtracting/multiplying variable expressions, combining like terms, use of positive exponents, and solving single variable linear equations
Rationale:	To comply with AB 705.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE (NONCREDIT)

Addition to the 2019-2020 College Catalog

Discipline:	Mathematics (Noncredit)
Department:	Mathematics
Course ID:	MATH/N 603
Course Title:	Working with Measurements for Geometric Shapes
Units:	0
Lecture:	20
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	An introduction to common units of measurement, formulas and their application for finding perimeter and circumference, area, and volume of common geometric shapes. The Pythagorean theorem and its applications is also covered.
Schedule Description:	An introduction to common units of measurement, formulas and their application for finding perimeter and circumference, area, and volume of common geometric shapes. The Pythagorean theorem and its applications is also covered.
Rationale:	To comply with AB 705.
Equate:	Course not offered at SBVC.
Effective:	Fall 2019

NEW COURSE (NONCREDIT)

Addition to the 2019-2020 College Catalog

Discipline:	Mathematics (Noncredit)
Department:	Mathematics
Course ID:	MATH/N 604
Course Title:	Reading, Interpreting and Creating Graphs
Units:	0
Lecture:	20
Prerequisite:	None
Corequisite:	None
Departmental Recommendation:	None
Catalog Description:	This is an introductory course in reading, interpreting and creating linear graphs, pie charts, bar graphs, histograms and scatter plots.
Schedule Description:	This is an introductory course in reading, interpreting and creating linear graphs, pie charts, bar graphs, histograms and scatter plots.
Rationale:	To comply with AB 705.
Equate:	Course not offered at SBVC.

Effective: Fall 2019

MODIFY COURSE

Changes to the 2019-2020 College Catalog

COURSE ID	COURSE TITLE
ACCT 105	ACCOUNTING CONCEPTS WITH QUICKBOOKS

Course Title: Accounting with QuickBooks and Excel
Catalog Description: Introductory course to accounting information systems that apply accounting principles through the use of general ledger and spreadsheet software. Designed to develop employable accounting analysis skills, evaluate and compare commercial software, and analyze financial reporting.
Schedule Description: Introductory course to accounting information systems that apply accounting principles through the use of general ledger and spreadsheet software. Designed to develop employable accounting analysis skills, evaluate and compare commercial software, and analyze financial reporting.
Rationale: Six-year revision and DE approval.
Equate: Course not offered at SBVC.
Effective: Fall 2019

MODIFY COURSE

Changes to the 2019-2020 College Catalog

COURSE ID	COURSE TITLE
CD 105	CHILD GROWTH AND DEVELOPMENT

Catalog Description: This introductory course examines the major physical, cognitive/language, social, and emotional developmental milestones for children, both typical and atypical, from conception through adolescence. While also studying developmental theories and investigative research methodologies, students will observe children as well as evaluate and analyze characteristics of development.
Schedule Description: This introductory course examines physical, cognitive, social and emotional development from conception through adolescence.
Rationale: Six-year revision and DE approval.
Equate: CD 105
Effective: Fall 2019

MODIFY COURSE

Changes to the 2019-2020 College Catalog

COURSE ID	COURSE TITLE
CD 112	PRINCIPLES AND PRACTICES IN EARLY CHILDHOOD EDUCATION

Rationale: Curriculum alignment project
Equate: CD 113
Effective: Fall 2019

MODIFY COURSE

Changes to the 2019-2020 College Catalog

COURSE ID	COURSE TITLE
CD 115	HEALTH, WELFARE AND NUTRITION FOR CHILDREN

Course Title:	Health, Safety and Nutrition
Catalog Description:	This course is an introduction to the laws, regulations, curriculum, standards and procedures for best practice as related to child health, safety and nutrition. The key components that ensure physical health, mental health and safety for both children and staff will be identified along with the importance of collaboration with families and health professionals. There will also be a focus on integrating concepts into everyday planning and program development for children.
Schedule Description:	This course is an introduction to the laws, regulations, curriculum, standards and procedures for best practice as related to child health, safety and nutrition.
Rationale:	Curriculum alignment project and DE approval.
Equate:	CD 115
Effective:	Fall 2019

MODIFY COURSE

<i>Changes to the 2019-2020 College Catalog</i>

COURSE ID	COURSE TITLE
CD 126	CHILD, FAMILY AND COMMUNITY

Catalog Description:	Examination of the effects of family and community on a child's development. Interaction between child, family, school, peers, media and community are explored. Emphasis on historical and social-cultural factors. Explores socialization and identity development as well child advocacy and the ability to use community resources to empower families and children.
Rationale:	CAP alignment project and DE approval.
Equate:	CD 126
Effective:	Fall 2019

MODIFY COURSE

<i>Changes to the 2019-2020 College Catalog</i>

COURSE ID	COURSE TITLE
CD 132	INTRODUCTION TO CURRICULUM

Rationale:	Curriculum alignment project
Equate:	CD 114
Effective:	Fall 2019

MODIFY COURSE

<i>Changes to the 2019-2020 College Catalog</i>

COURSE ID	COURSE TITLE
CD 205	CHILD DEVELOPMENT PRACTICUM

Schedule Description:	In this supervised fieldwork class, students practice and demonstrate developmentally appropriate early childhood planning and teaching competencies under guided supervision.
Rationale:	Curriculum alignment project
Equate:	CD 205
Effective:	Fall 2019

MODIFY COURSE*Changes to the 2019-2020 College Catalog*

COURSE ID	COURSE TITLE
CHEM 087	PROBLEM SOLVING AND STUDY SKILLS FOR CHEMISTRY

Prerequisite: MATH 085 with a minimum grade of C or better or eligibility for MATH 095 as determined through the Crafton Hills College assessment process.

Rationale: Six-year revision

Equate: Course not offered at SBVC.

Effective: Fall 2019

MODIFY COURSE*Changes to the 2019-2020 College Catalog*

COURSE ID	COURSE TITLE
CHEM 123	CHEMISTRY FOR EVERYONE

Rationale: Six-year revision

Equate: Course not offered at SBVC.

Effective: Fall 2019

MODIFY COURSE*Changes to the 2019-2020 College Catalog*

COURSE ID	COURSE TITLE
CIS 180	COMPUTER GRAPHICS WITH ADOBE ILLUSTRATOR

Course Title: Digital Illustration with Adobe Illustrator I

Units: 3

Minimum Semester Hours:

Lecture: 48 contact hours per semester

Catalog Description: Development of skills in digital illustration and its use in print and web-based media. Focus on the creation of vector graphics using industry standard applications, including Adobe Illustrator CC.

Schedule Description: Development of skills in digital illustration and its use in print and web-based media. Focus on the creation of vector graphics using industry standard applications, including Adobe Illustrator CC.

Rationale: Six-year revision and DE approval.

Equate: Course not offered at SBVC.

Effective: Fall 2019

MODIFY COURSE*Changes to the 2019-2020 College Catalog*

COURSE ID	COURSE TITLE
CIS 900	BEGINNING COMPUTING

Course Title: Computers Made Easy

Rationale: Six-year revision

Equate: Course not offered at SBVC.

Effective: Fall 2019

MODIFY COURSE***Changes to the 2019-2020 College Catalog***

COURSE ID	COURSE TITLE
EMS 021	PREVENTING DISEASE TRANSMISSION FOR THE EMERGENCY MEDICAL TECHNICIAN

Rationale: Update to industry standards and DE approval.
Equate: Course not offered at SBVC.
Effective: Fall 2019

MODIFY COURSE***Changes to the 2019-2020 College Catalog***

COURSE ID	COURSE TITLE
EMS 023	HAZARDOUS MATERIALS FIRST RESPONDER AWARENESS FOR EMERGENCY MEDICAL TECHNICIAN-I/EMT-BASIC

Corequisites: EMS 020, EMS 021, EMS 022
Rationale: Update to industry standards and DE approval.
Equate: Course not offered at SBVC.
Effective: Fall 2019

MODIFY COURSE***Changes to the 2019-2020 College Catalog***

COURSE ID	COURSE TITLE
EMS 039	OUTDOOR EMERGENCY CARE

Units: 1.5
Minimum Semester Hours:
Lecture: 16 contact hours per semester
Lab: 24 contact hours per semester
Catalog Description Comprehensive emergency care training applied to the outdoor environment. Covers environmental effects on humans, patient assessment, respiratory and circulatory impairment, bone and joint injuries, and ski injuries. Complies with the American Academy of Orthopedic Surgeon and Wilderness Medicine Society curriculum for basic wilderness care. Associate Degree Applicable. Graded on a Pass or No Pass basis only.
Schedule Description Comprehensive emergency care training applied to the outdoor environment. Covers environmental effects on humans, patient assessment, respiratory and circulatory impairment, bone and joint injuries, and ski injuries. Complies with the American Academy of Orthopedic Surgeon and Wilderness Medicine Society curriculum for basic wilderness care. Associate Degree Applicable. Graded on a Pass or No Pass basis only.
Rationale: Six-year revision. Unit change from 2.5 to 3 units.
Equate: Course not offered at SBVC.
Effective: Fall 2019

MODIFY COURSE***Changes to the 2019-2020 College Catalog***

COURSE ID	COURSE TITLE
FIRET 087	FIRE INVESTIGATION IA

Units: 3
Minimum Semester Hours:
Lecture: 48 contact hours per semester
Schedule Description Study of the principles of fire behavior; building construction; fires area of origin, and fire cause determination.
Rationale: Six-year revision.
Equate: Course not offered at SBVC.
Effective: Fall 2019

MODIFY COURSE***Changes to the 2019-2020 College Catalog***

COURSE ID	COURSE TITLE
FIRET 101	FIRE PROTECTION TECHNOLOGY

Schedule Description Provides fundamental information regarding the history and philosophy of fire prevention.
Rationale: Curriculum update and DE approval.
Equate: Course not offered at SBVC.
Effective: Fall 2019

MODIFY COURSE***Changes to the 2019-2020 College Catalog***

COURSE ID	COURSE TITLE
GEOG 110	PHYSICAL GEOGRAPHY

Rationale: Six-year revision
Equate: GEOG 110
Effective: Fall 2019

MODIFY COURSE***Changes to the 2019-2020 College Catalog***

COURSE ID	COURSE TITLE
GEOG 110H	PHYSICAL GEOGRAPHY – HONORS

Rationale: Six-year revision
Equate: Course not offered at SBVC.
Effective: Fall 2019

MODIFY COURSE***Changes to the 2019-2020 College Catalog***

COURSE ID	COURSE TITLE
GEOG 111	PHYSICAL GEOGRAPHY LABORATORY

Rationale: Six-year revision

Course ID:	CD 105	Hybrid and 100% Online
Course Title	Child Growth and Development	
Rationale:	Increase DE offerings.	
Effective:	Fall 2019	
Course ID:	CD 105H	Hybrid and 100% Online
Course Title	Child Growth and Development – Honors	
Rationale:	Increase DE offerings.	
Effective:	Fall 2019	
Course ID:	CD 115	Hybrid and 100% Online
Course Title	Health, Safety and Nutrition	
Rationale:	Increase DE offerings.	
Effective:	Fall 2019	
Course ID:	CD 126	Hybrid and 100% Online
Course Title	Child, Family and Community	
Rationale:	Increase DE offerings.	
Effective:	Fall 2019	
Course ID:	CHEM 123	Hybrid and 100% Online
Course Title	Chemistry for Everyone	
Rationale:	Increase DE offerings.	
Effective:	Fall 2019	
Course ID:	CIS 180	Hybrid and 100% Online
Course Title	Digital Illustration with Adobe Illustrator I	
Rationale:	Increase DE offerings.	
Effective:	Fall 2019	
Course ID:	EMS 021	100% Online
Course Title	Preventing Disease Transmission for the Emergency Medical Technician	
Rationale:	Increase DE offerings.	
Effective:	Fall 2019	
Course ID:	EMS 023	100% Online
Course Title	Hazardous Materials First Responder Awareness for Emergency Medical Technician-I/EMT-Basic	
Rationale:	Increase DE offerings.	
Effective:	Fall 2019	
Course ID:	FIRET 101	100% Online
Course Title	Fire Prevention Technology	
Rationale:	Increase DE offerings.	
Effective:	Fall 2019	
Course ID:	PHIL 101H	Hybrid and 100% Online
Course Title	Introduction to Philosophy - Honors	
Rationale:	Increase DE offerings.	
Effective:	Fall 2019	

NEW DEGREE – TRANSFER DEGREE (AS-T)***Changes to the 2019-2020 College Catalog*****ASSOCIATE IN SCIENCE IN NUTRITION AND DIETETICS FOR TRANSFER**

The Associate in Science in Nutrition and Dietetics for Transfer degree (AS-T in Nutrition and Dietetics) prepares students for success in a baccalaureate degree in Nutrition and Dietetics with the lower-division coursework required to transfer into the CSU system. Students learn about nutrients in food and how their dietary choices effect the human body and the world. The study of nutritional science contributes to preparing students for careers as nutritionists, registered dietitians (RD), food scientists, or other dietetics professionals. The study of Nutrition provides a broad foundation, which applies to a variety of other scientific areas of study such as health, kinesiology, chemistry, biochemistry, microbiology, anatomy, physiology, and biology.

REQUIRED COURSES:

		Units
HEALTH 263	Nutrition and Health	3
or		
HEALTH 263H	Nutrition and Health – Honors	3
CHEM 150	General Chemistry I	5
or		
CHEM 150H	General Chemistry I – Honors	5
MICRO 102	Introductory Microbiology	4
or		
MICRO 150	Medical Microbiology	5
PSYCH 100	General Psychology	3
or		
PSYCH 100H	General Psychology – Honors	3

List A: (Select two courses)

		Units
ANAT 150	Human Anatomy and Physiology I	4
ANAT151	Human Anatomy and Physiology II	4
CHEM 212	Organic Chemistry I	4

List B: (Select one course)

		Units
COMMST 111	Interpersonal Communication	3
COMMST 111H	Interpersonal Communication – Honors	3
JOUR 120	Fundamentals of News Writing	3
ENGL 120	Fundamentals of News Writing	3
SOC 100	Introduction to Sociology	3
SOC 100H	Introduction to Sociology-Honors	3
MATH 102	College Algebra	5
MATH 110	Introduction to Probability and Statistics	4
MATH 110H	Introduction to Probability and Statistics – Honors	4
PSYCH 120	Statistics for the Social and Behavioral Sciences	4
ANTHRO 102	Cultural Anthropology	3
ANTHRO 102H	Cultural Anthropology – Honors	3
COMMST 125	Critical Thinking Through Argumentation and Debate	3
COMMST 125H	Critical Thinking Through Argumentation and Debate – Honors	3
ECON 100	Introduction to Economics	3
CD105	Child Growth and Development	3
MATH 160	Precalculus	4

Total Units**26-29**

Rationale:	Students have been requesting a degree in Nutrition. Our neighboring campuses, Loma Linda University and CSU San Bernardino have strong nutrition departments for students interested in transferring. This degree will provide them with a pathway to get into their chosen school and career.
Effective:	Fall 2019

NEW DEGREE – TRANSFER DEGREE (AS-T)
<i>Changes to the 2019-2020 College Catalog</i>

ASSOCIATE IN SCIENCE IN PUBLIC HEALTH SCIENCE FOR TRANSFER

The Associates Degree of Transfer in Public Health Science prepares students for further study in public health and community health education. Students explore individual health and population wide health at the local, national and global levels. Students will explore the environmental, social, behavioral and political drivers of chronic and infectious diseases, health disparities, premature death, disease epidemics and strategies for addressing these issues. After acquiring skills, students can choose to pursue advanced study in public health or health education, or work in the field of community health education in a variety of settings including public schools, community clinics, hospitals and medical centers, and government public health agencies.

REQUIRED COURSES:

	Units
HEALTH 104 Introduction to Public Health	3
HEALTH 102 Introduction to Health and Wellness	3
ANAT 150 Human Anatomy and Physiology I	4
ANAT 151 Human Anatomy and Physiology II	4
PSYCH 100 General Psychology	3
or	
PSYCH 100H General Psychology - Honors	3
CHEM 150 General Chemistry I	5
or	
CHEM 150H General Chemistry I - Honors	5
BIOL 100 General Biology	4
MATH 110 Introduction to Probability and Statistic	4
or	
MATH 110H Introduction to Probability and Statistics-Honors	4
or	
PSYCH 120 Statistics for the Social and Behavioral Sciences	4

List A (Select one course)

	Units
HEALTH 263 Nutrition and Health	3
or	
HEALTH 263H Nutrition and Health-Honors	3
HEALTH 267 Food and Culture	3
HEALTH 265 Nutrition for Fitness and Performance	3
PSYCH 118 Human Sexual Behavior	3
SOC 100 Introduction to Sociology	3
or	
SOC 100H Introduction to Sociology-Honors	3
ECON 200 Principles of Macroeconomics	3
or	
ECON 201 Principles of Microeconomics	3
COMMST 111 Interpersonal Communication	3
or	

COMMST 111H	Interpersonal Communication - Honors	3
COMMST 100	Elements of Public Speaking	3
or		
COMMST 100H	Elements of Public Speaking - Honors	3
MICRO 150	Medical Microbiology	5
Total Units		33-35

Rationale:	This degree will help to opens doors to entry-level careers in a wide variety of health-related agencies, medical centers, long-term care facilities, private and public health organizations, and local, state, and federal health departments. After completion of the AS-T in Public Health Science, transfer, and further education, additional career paths are possible including health educator, health care manager, nurse, physical therapist, exercise scientist, health instructor, physician, wellness coach, public health adviser, health informatics, and medical scientist. Whether students choose selective employment or further education, they have the opportunity to become the new generation of health professionals prepared to face the emerging challenges to human health.
Effective:	Fall 2019

MODIFY DEGREE – TRANSFER DEGREE (AA-T)
<i>Changes to the 2019-2020 College Catalog</i>

ASSOCIATE IN ARTS IN PHILOSOPHY FOR TRANSFER

The Associate in Arts in Philosophy for Transfer degree (AA-T) at Crafton Hills College is designed to meet the needs of students transferring to a California State University who intend to major in philosophy or a related field of study.

REQUIRED CORE COURSES:		Units
PHIL 101	Introduction to Philosophy	3
or		
PHIL 101H	Introduction to Philosophy – Honors	3
PHIL 110	Introduction to Logic	4

REQUIRED LIST A COURSE		Units
PHIL 105	Introduction to Ethics: Moral Values in Today's Society	3
or		
PHIL 105H	Introduction to Ethics: Moral Values in Today's Society – Honors	3

REQUIRED LIST B COURSES		Units
PHIL 103	Critical Thinking and Argumentation	4
RELIG 101	Introduction to World Religions	3
or		
RELIG 101H	Introduction to World Religions – Honors	3
or		
RELIG 113	Introduction to Eastern Religions	3

REQUIRED LIST C COURSES		Units
Students must complete (3) additional units from the following courses:		
PHIL107	Social and Political Philosophy	3
or		

PHIL 109	Philosophy of Religion	3
Total Units		20

Rationale: To include more Philosophy and Religion courses.
Effective: Fall 2019

MODIFY DEGREE (AA)

Changes to the 2019-2020 College Catalog

ASSOCIATE OF ARTS DEGREE PHILOSOPHY

The Associate of Arts in Philosophy at Crafton Hills College is designed to meet the needs of students transferring to a four-year university and intend to major in philosophy, religious studies or a related field of study. The degree is also designed for those interested in broadening their knowledge and understanding of the most influential philosophical thinkers and theories.

REQUIRED COURSES		Units
PHIL 101	Introduction to Philosophy	3
or		
PHIL 101H	Introduction to Philosophy – Honors	3
PHIL 103	Critical Thinking and Argumentation	4
PHIL 105	Introduction to Ethics: Moral Values in Today's Society	3
or		
PHIL 105H	Introduction to Ethics: Moral Values in Today's Society – Honors	3
PHIL 107	Social and Political Philosophy	3

Students must complete at least six additional units from the following courses:		Units
PHIL 109	Philosophy of Religion	3
PHIL 110	Introduction to Logic	4
RELIG 100	Introduction to Religious Studies	3
or		
RELIG 100H	Introduction to Religious Studies – Honors	3
RELIG 101	Introduction to World Religions	3
or		
RELIG 101H	Introduction to World Religions – Honors	3
RELIG 113	Introduction to Eastern Religions	3

Total Units		19 - 20
--------------------	--	----------------

Lower-division requirements for students interested in transferring to a four-year institution in this field may differ from associate degree requirements. Prospective transfer students should complete the general education and lower division requirements of the school to which they will be transferring. See a counselor for details. Information is also available at www.assist.org.

Rationale: To include more Philosophy and Religion courses.
Effective: Fall 2019

MODIFY DEGREE (AA)**Changes to the 2019-2020 College Catalog****ASSOCIATE OF ARTS DEGREE RELIGIOUS STUDIES**

This program provides a survey and evaluation of various religious traditions and religious thought. It focuses on comparative religions, cultural analysis, religious ethics and the traditional beliefs and practices of the world's religions.

REQUIRED COURSES

		Units
RELIG 100	Introduction to Religious Studies	3
or		
RELIG 100H	Introduction to Religious Studies – Honors	3
RELIG 101	Introduction to World Religions	3
or		
RELIG 101H	Introduction to World Religions – Honors	3

Students must complete at least six units from the following courses:

		Units
RELIG 110	Tribal and Ethnic Religions	3
or		
ANTHRO 110	Tribal and Ethnic Religions	3
RELIG 113	Introduction to Eastern Religions	3
RELIG 120	Introduction to Islam	3
RELIG 135	Religion in America	3
RELIG 175	Literature and Religion of the Bible	3
or		
ENGL 175	Literature and Religion of the Bible	3
RELIG176	Jesus and His Interpreters	3
PHIL 109	Philosophy of Religion	3

Students must complete at least six additional units from the following courses:

		Units
PHIL 101	Introduction to Philosophy	3
or		
PHIL 101H	Introduction to Philosophy – Honors	3
PHIL 103	Critical Thinking and Argumentation	4
PHIL 105	Introduction to Ethics: Moral Values in Today's Society	3
or		
PHIL 105H	Introduction to Ethics: Moral Values in Today's Society – Honors	3
PHIL 107	Social and Political Philosophy	3
PHIL 109	Philosophy of Religion	3
PHIL 110	Introduction to Logic	4

Total Units**18-20**

Lower-division requirements for students interested in transferring to a four-year institution in this field may differ from associate degree requirements. Prospective transfer students should complete the general education and lower division requirements of the school to which they will be transferring. See a counselor for details. Information is also available at www.assist.org.

Rationale: To include more Philosophy and Religion courses.

Effective: Fall 2019

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Diana Rodriguez, President, SBVC
PREPARED BY: Dr. Terri Long, Interim Vice President, Instruction, SBVC
DATE: December 13, 2018
SUBJECT: Consideration of Approval of Curriculum - SBVC

RECOMMENDATION

It is recommended that the Board of Trustees approve the SBVC curriculum modifications.

OVERVIEW

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

ANALYSIS

These courses, certificates, and degrees have been approved for addition, modification, and deletion by the Curriculum Committee of the Academic Senate and will be included in the 2018-2019 or 2019-2020 College Catalog.

INSTITUTIONAL VALUES

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

FINANCIAL IMPLICATIONS

None.

**SAN BERNARDINO VALLEY COLLEGE
SUBMITTED FOR BOARD OF TRUSTEE APPROVAL
December 13, 2018**

DISCIPLINE NAME CHANGE

The Radio, Television, and Film department is requesting change its name to Film, TV, and Media (FTVM). This name change will better represent the area of study currently offering courses in, as well as the future courses, certificates and degrees the department intends to offer to meet the needs of a dynamic media economy. Changing the department name to FTVM will keep San Bernardino Valley College aligned with the universities that offer degrees in Film, TV, and Media Studies and will also expand options of transfer for our students with the emphasis seen in Media as well the typical Film and TV. This item was presented and approved by the Curriculum Committee on November 5, 2018.

Effective: Fall 2020

CONTENT REVIEW

No Changes to the College Catalog

ACCT 010	ACCT 047	ARAB 101	ARAB 102
ART 149	CIT 045	CIT 048	DIESEL 021
DIESEL 022	DIESEL 023	DIESEL 024	DIESEL 026
DIESEL 028	DIESEL 034	DIESEL 035	DIESEL 064
SPAN 102	SPAN 102H	SPAN 103	SPAN 103H
SPAN 104	SPAN 157	SPAN 158	

Rationale: Content Review

Effective: Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Course ID:	DIESEL 621
Course Title:	Heavy-Duty Diesel Engines
Hours:	64 - 72
Lecture:	3 contact hour(s) per week 48 - 54 contact hours per semester
Laboratory:	144 - 162 contact hours per semester
Catalog Description:	This noncredit course covers theory and practical shop work in the repair, operation, and maintenance of heavy-duty industrial diesel engines and fuel injection systems including general troubleshooting and diagnostic testing. This course may be used in preparation for the Automotive Service Excellence (ASE) National Test.
Schedule Description:	This noncredit course covers theory and practical shop work in the repair, operation, and maintenance of heavy-duty industrial diesel engines and fuel injection systems.
Prerequisite:	None
Rationale:	Identical mirror DIESEL course, COR has same content offered at same time, same instructor, same syllabus. These courses provide an opportunity for students to up-skill for free and gives them a taste for credit version with less pressure or penalties. If a student wants credit, they can pay for the credit course and then take the class to test out.

TOP Code: 0947.00
Equate: Course not offered at CHC.
Effective: Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Course ID: **DIESEL 622**
Course Title: Heavy-Duty Truck Brakes
Hours: 64 - 72
Lecture: 3 contact hour(s) per week
 48 - 54 contact hours per semester
Laboratory: 3 contact hour(s) per week
 48 - 54 contact hours per semester
Prerequisite: None
Catalog Description: This noncredit course covers theory and practical shop work in the construction, operation, and repair of heavy-duty truck brake systems and components including principles of hydraulic and pneumatic brake systems, anti-lock, and computer controlled braking systems used in today's modern heavy-duty diesel trucks and busses.
Schedule Description: This noncredit course covers theory and practical shop work in the construction, operation, and repair of heavy-duty truck brake systems and components including principles of hydraulic and pneumatic brake systems, anti-lock, and computer controlled braking systems used in today's modern heavy-duty diesel trucks and busses.
Prerequisite: None
Rationale: Identical mirror DIESEL course, COR has same content offered at same time, same instructor, same syllabus. These courses provide an opportunity for students to up-skill for free and gives them a taste for credit version with less pressure or penalties. If a student wants credit, they can pay for the credit course and then take the class to test out.
TOP Code: 0947.00
Equate: Course not offered at CHC.
Effective: Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Course ID: **DIESEL 623**
Course Title: Heavy-Duty Truck Suspension and Steering
Hours: 64 - 72
Lecture: 3 contact hour(s) per week
 48 - 54 contact hours per semester
Laboratory: 3 contact hour(s) per week
 48 - 54 contact hours per semester
Prerequisite: None
Catalog Description: This noncredit course covers theory and practical shop work in the construction, operation, and repair of heavy-duty truck suspension and steering components including principles of hydraulic and pneumatic steering and suspension systems.
Schedule Description: This noncredit course covers theory and practical shop work in the construction, operation, and repair of heavy-duty truck suspension and steering components including principles of hydraulic and pneumatic steering and suspension systems.
Rationale: Identical mirror DIESEL course, COR has same content offered at same time, same instructor, same syllabus. These courses provide an opportunity for

students to up-skill for free and gives them a taste for credit version with less pressure or penalties. If a student wants credit, they can pay for the credit course and then take the class to test out.

TOP Code: 0947.00
Equate: Course not offered at CHC.
Effective: Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Course ID: **DIESEL 624**
Course Title: Advanced Heavy-Duty Diesel Engines
Hours: 64 - 72
Lecture: 3 contact hour(s) per week
 48 - 54 contact hours per semester
Laboratory: 3 contact hour(s) per week
 48 - 54 contact hours per semester
Prerequisite: None
Catalog Description: This noncredit course is an advanced engine rebuilds class that covers theory and practical shop work in the repair, operation, and maintenance of various heavy-duty diesel engines. Topics include general troubleshooting and diagnostic testing of engine components and systems found in most engines from a variety of engine manufacturers. This course may be used in preparation for the Automotive Service Excellence (ASE) National Test.
Schedule Description: This noncredit course is an advanced engine rebuilds class that covers theory and practical shop work in the repair, operation, and maintenance of various heavy-duty diesel engines.
Rationale: Identical mirror DIESEL course, COR has same content offered at same time, same instructor, same syllabus. These courses provide an opportunity for students to up-skill for free and gives them a taste for credit version with less pressure or penalties. If a student wants credit, they can pay for the credit course and then take the class to test out.
TOP Code: 0947.00
Equate: Course not offered at CHC.
Effective: Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Course ID: **DIESEL 626**
Course Title: Computer Controlled Diesel Engines
Hours: 64 - 72
Lecture: 3 contact hour(s) per week
 48 - 54 contact hours per semester
Laboratory: 3 contact hour(s) per week
 48 - 54 contact hours per semester
Prerequisite: None
Catalog Description: This noncredit course covers theory and practical shop work in the repair, operation, and maintenance of computer controlled diesel engines. Topics include general troubleshooting and diagnostics using assorted electronic and computerized test equipment on operable computer controlled diesel engines.
Schedule Description: This noncredit course covers theory and practical shop work in the repair, operation, and maintenance of computer controlled diesel engines.

Rationale:	Identical mirror DIESEL course, COR has same content offered at same time, same instructor, same syllabus. These courses provide an opportunity for students to up-skill for free and gives them a taste for credit version with less pressure or penalties. If a student wants credit, they can pay for the credit course and then take the class to test out.
TOP Code:	0947.00
Equate:	Course not offered at CHC.
Effective:	Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Course ID:	DIESEL 628
Course Title:	Heavy-Duty Truck Systems
Hours:	64 - 72
Lecture:	3 contact hour(s) per week 48 - 54 contact hours per semester
Laboratory:	3 contact hour(s) per week 48 - 54 contact hours per semester
Prerequisite:	None
Catalog Description:	This noncredit course covers theory and practical shop work in maintenance, air conditioning, Antilock Brake System (ABS), computers, and operations of the heavy-duty truck and bus systems. Course is designed to provide students the needed skills and knowledge to perform advanced level labor tasks in the heavy-duty truck and bus service industry.
Schedule Description:	This noncredit course covers theory and practical shop work in maintenance, air conditioning, Antilock Brake System (ABS), computers, and operations of the heavy-duty truck and bus systems.
Rationale:	Identical mirror DIESEL course, COR has same content offered at same time, same instructor, same syllabus. These courses provide an opportunity for students to up-skill for free and gives them a taste for credit version with less pressure or penalties. If a student wants credit, they can pay for the credit course and then take the class to test out.
TOP Code:	0947.00
Equate:	Course not offered at CHC.
Effective:	Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Course ID:	DIESEL 634
Course Title:	Diesel Alternative Fuels
Hours:	64 - 72
Lecture:	3 contact hour(s) per week 48 - 54 contact hours per semester
Laboratory:	3 contact hour(s) per week 48 - 54 contact hours per semester
Prerequisite:	None
Catalog Description:	This noncredit course provides theory and hands-on experience in the operation, service, inspection, and maintenance of compressed natural gas (CNG) vehicle systems. This course prepares students for the ASE Alternate Fuels Test (F-1).
Schedule Description:	This noncredit course provides theory and hands-on experience in the operation, service, inspection, and maintenance of compressed natural gas (CNG) vehicle systems. This course prepares students for the ASE Alternate Fuels Test (F-1).

Rationale:	Identical mirror DIESEL course, COR has same content offered at same time, same instructor, same syllabus. These courses provide an opportunity for students to up-skill for free and gives them a taste for credit version with less pressure or penalties. If a student wants credit, they can pay for the credit course and then take the class to test out.
TOP Code:	0947.00
Equate:	Course not offered at CHC.
Effective:	Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Course ID:	DIESEL 635
Course Title:	Heavy-Duty Vehicle Automatic Transmissions
Hours:	32 - 36
Lecture:	1.5 contact hour(s) per week 24 - 27 contact hours per semester
Laboratory:	1.5 contact hour(s) per week 24 - 27 contact hours per semester
Prerequisite:	None
Catalog Description:	This noncredit course provides theory and hands-on experience with heavy - and medium - duty automatic transmission operation, construction, service and overhaul procedures.
Schedule Description:	This noncredit course provides theory and hands-on experience with heavy - and medium - duty transmission operation, construction, service and overhaul procedures.
Rationale:	Identical mirror DIESEL course, COR has same content offered at same time, same instructor, same syllabus. These courses provide an opportunity for students to up-skill for free and gives them a taste for credit version with less pressure or penalties. If a student wants credit, they can pay for the credit course and then take the class to test out.
TOP Code:	0947.00
Equate:	Course not offered at CHC.
Effective:	Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Course ID:	DIESEL 664
Course Title:	Auto/Truck Electrical Systems
Hours:	64 - 72
Lecture:	3 contact hour(s) per week 48 - 54 contact hours per semester
Laboratory:	3 contact hour(s) per week 48 - 54 contact hours per semester
Prerequisite:	None
Catalog Description:	This noncredit course covers basic electrical theory, use of meters, test equipment, wiring diagrams, diagnosis and repair/replacement of major electrical components of automobiles and trucks. Emphasis is placed on diagnosis of starting systems, charging systems, and electrical circuits such as lights and batteries.
Schedule Description:	This noncredit course covers basic electrical theory, use of meters, test equipment, wiring diagrams, diagnosis and repair/replacement of major electrical components of automobiles and trucks.

Rationale:	Identical mirror DIESEL course, COR has same content offered at same time, same instructor, same syllabus. These courses provide an opportunity for students to up-skill for free and gives them a taste for credit version with less pressure or penalties. If a student wants credit, they can pay for the credit course and then take the class to test out.
TOP Code:	0947.00
Equate:	Course not offered at CHC.
Effective:	Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Course ID:	ENGL 086
Course Title:	Strategies for College Composition
Units:	1
Lecture:	1 contact hour(s) per week 16 - 18 contact hours per semester
Corequisite:	ENGL 101
Catalog Description:	This course provides support for English 101, including strategies for college level reading, writing and critical thinking.
Schedule Description:	This course provides support for English 101, including strategies for college level reading, writing and critical thinking.
Rationale:	State law AB705 essentially requires all students be allowed to take English 101. This course is needed for students who need additional support to succeed in English 101.
TOP Code:	1501.00
Equate:	Course not offered at CHC.
Effective:	Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Course ID:	ENGL 087
Course Title:	Fundamentals for College Composition
Units:	2
Lecture:	2 contact hour(s) per week 32 - 36 contact hours per semester
Corequisite:	ENGL 101
Catalog Description:	This course provides intensive support for English 101, including fundamentals for successful college level reading, writing and critical thinking.
Schedule Description:	This course provides intensive support for English 101, including fundamentals for successful college level reading, writing and critical thinking.
Rationale:	State law AB705 essentially requires all students be allowed to take English 101. This course is needed for students who need additional support to succeed in English 101.
TOP Code:	1501.00
Equate:	Course not offered at CHC.
Effective:	Fall 2019

NEW COURSE*Addition to the 2019-2020 College Catalog*

Course ID:	FN 098
Course Title:	Food and Nutrition Work Experience
Units:	1 - 4
Work Experience:	60 - 300 contact hour(s) per semester
Prerequisite:	None
Catalog Description:	This course involves supervised training, in the form of on-the-job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. Students work 5-20 hours per week to earn units using the following formula: For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Schedule Description:	This course involves supervised training, in the form of on-the-job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. Students work 5-20 hours per week to earn units using the following formula: For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Rationale:	Course will be added to the Dietetic Supervisor Certificate
TOP Code:	1306.00
Equate:	Course not offered at CHC.
Effective:	Fall 2019

NEW COURSE*Addition to the 2020-2021 College Catalog*

Course ID:	KINF 150A
Course Title:	Beginning Table Tennis
Units:	1
Laboratory:	3 contact hour(s) per week 48 - 54 contact hours per semester
Prerequisite:	None
Catalog Description:	This course is designed to teach beginning table tennis skills and techniques. Students will learn the fundamental instruction of basic strokes, rules, and scoring strategies.
Schedule Description:	This course is designed to teach beginning table tennis skills and techniques. Students will learn the fundamental instruction of basic strokes, rules, and scoring strategies.
Rationale:	Very popular international sport represented in the Olympic Games. SBVC does not have lawn tennis courts, so table tennis is an excellent alternative. Course is not currently offered at Crafton Hills College.
TOP Code:	1270.00
Equate:	Course not offered at CHC.
Effective:	Fall 2020

NEW COURSE

Addition to the 2020-2021 College Catalog

Course ID:	KINF 150B
Course Title:	Intermediate Table Tennis
Units:	1
Laboratory:	3 contact hour(s) per week 48 - 54 contact hours per semester
Departmental Advisory:	KINF 150A
Catalog Description:	This course is designed to teach intermediate table tennis skills and techniques. Students will learn overhead shots, volleying techniques, singles strategies, and a variety of other shots.
Schedule Description:	This course is designed to teach intermediate table tennis skills and techniques. Students will learn overhead shots, volleying techniques, singles strategies, and a variety of other shots.
Rationale:	Very popular international sport represented in the Olympic Games. SBVC does not have lawn tennis courts, so table tennis is an excellent alternative. Course is not currently offered at Crafton Hills College.
TOP Code:	1270.00
Equate:	Course not offered at CHC.
Effective:	Fall 2020

NEW COURSE

Addition to the 2020-2021 College Catalog

Course ID:	KINF 150C
Course Title:	Advanced Table Tennis
Units:	1
Laboratory:	3 contact hour(s) per week 48 - 54 contact hours per semester
Departmental Advisory:	KINF 150B
Catalog Description:	This course is designed to teach advanced table tennis skills and techniques. Students will learn shot selection strategies, doubles strategies, opponent evaluation, and tournament play skills.
Schedule Description:	This course is designed to teach advanced table tennis skills and techniques. Students will learn shot selection strategies, doubles strategies, opponent evaluation, and tournament play skills.
Rationale:	Very popular international sport represented in the Olympic Games. SBVC does not have lawn tennis courts, so table tennis is an excellent alternative. Course is not currently offered at Crafton Hills College.
TOP Code:	1270.00
Equate:	Course not offered at CHC.
Effective:	Fall 2020

NEW COURSE*Addition to the 2019-2020 College Catalog*

Course ID:	LIB 071
Course Title:	Youth Services and Programs
Units:	2
Lecture:	2 contact hour(s) per week 32 - 36 contact hours per semester
Prerequisite:	READ 015
Catalog Description:	This course explores age appropriate library services and programing for youth in public and school libraries.
Schedule Description:	This course explores age appropriate library services and programing for youth in public and school libraries.
Rationale:	Based on recommendations from the program faculty and due to our preparation for the program's content review, and consultation with the Library Technology Advisory Committee this program is being created to establish broader career pathways for library technology students
TOP Code:	1602.00
Equate:	Course not offered at CHC.
Effective:	Fall 2019

NEW COURSE*Addition to the 2019-2020 College Catalog*

Course ID:	LIB 073
Course Title:	Library Digital Archives and Resources
Units:	2
Lecture:	2 contact hour(s) per week 32 - 36 contact hours per semester
Departmental Advisory:	READ 015 and LIB 064
Catalog Description:	This course introduces archival theory and methods with a focus on digital media storage and preservation, including born-digital and digitized materials.
Schedule Description:	This course introduces archival theory and methods with a focus on digital media storage and preservation, including born-digital and digitized materials.
Rationale:	Based on recommendations from the program faculty and due to our preparation for the program's content review, and consultation with the Library Technology Advisory Committee this program is being created to establish broader career pathways for library technology students
TOP Code:	1602.00
Equate:	Course not offered at CHC.
Effective:	Fall 2019

NEW COURSE

Addition to the 2019-2020 College Catalog

Course ID:	MATH 096
Course Title:	Elementary and Intermediate Algebra
Units:	5
Lecture:	5 contact hour(s) per week 80 - 90 contact hours per semester
Outside of Class Hours:	10 hour(s) per week
Prerequisite:	None
Catalog Description:	This combined course in algebra includes the concepts typically introduced in Elementary and Intermediate Algebra. This course includes factoring, rules of exponents, operations on polynomials, rational expressions, and radical expressions. Topics also consist of finding solutions to equations, such as linear, quadratic, rational, radical, exponential and logarithmic. Additional topics include inequalities (linear, quadratic, and rational), solving linear systems of equations and inequalities, functions, and application problems.
Schedule Description:	This combined course in algebra includes the concepts typically introduced in Elementary and Intermediate Algebra.
Rationale:	The combo course will introduce the concepts of algebra at both an introductory and intermediate level. The material that is presented in this course has application in other college courses and in the daily situations people encounter. The course is intended to shorten the remediation time for students and prepare them for transfer level college courses.
TOP Code:	1701.00
Equate:	Course not offered at CHC.
Effective:	Fall 2019

NEW COURSE

Addition to the 2020-2021 College Catalog

Course ID:	PHYSIC 202
Course Title:	Physics I
Units:	4
Lecture:	3 contact hour(s) per week 48 - 54 contact hours per semester
Laboratory:	3 contact hour(s) per week 48 - 54 contact hours per semester
Prerequisite:	Eligibility for ENGL 101 or ENGL 101H or higher as determined by SBVC assessment and PHYSIC 101 and MATH 250.
Corequisite:	MATH 250
Catalog Description:	This is a calculus based physics course covering mechanics and oscillations. This course is designed to satisfy the lower division physics requirement for majors in physics, engineering, astronomy, chemistry, geology, computer science and mathematics.
Schedule Description:	This is a calculus based physics course covering mechanics and oscillations. This course is designed to satisfy the lower division physics requirement for majors in physics, engineering, astronomy, chemistry, geology, computer science and mathematics.
Rationale:	This course is the first four unit lecture/lab course of the new Physics sequence where the old Physics 200/201 sequence is being modified from a two semester sequence (each course having 6 units) to a three semester sequence (each course having 4 units).
TOP Code:	1902.00

Equate: Course not offered at CHC.
Effective: Fall 2020

NEW COURSE

Addition to the 2020-2021 College Catalog

Course ID: PHYSIC 203
Course Title: Physics II
Units: 4
Lecture: 3 contact hour(s) per week
48 - 54 contact hours per semester
Laboratory: 3 contact hour(s) per week
48 - 54 contact hours per semester
Prerequisite: PHYSIC 202 and MATH 251
Corequisite: MATH 251
Catalog Description: This is a calculus based physics course covering electricity, magnetism, and waves. This course is designed to satisfy the lower division physics requirement for majors in physics, engineering, astronomy, chemistry, geology, computer science and mathematics.
Schedule Description: This is a calculus based physics course covering electricity, magnetism, and waves. This course is designed to satisfy the lower division physics requirement for majors in physics, engineering, astronomy, chemistry, geology, computer science and mathematics.
Rationale: This course is the second four unit lecture/lab course of the new Physics sequence where the old Physics 200/201 sequence is being modified from a two semester sequence (each course having 6 units) to a three semester sequence (each course having 4 units).
TOP Code: 1902.00
Equate: Course not offered at CHC.
Effective: Fall 2020

NEW COURSE

Addition to the 2020-2021 College Catalog

Course ID: PHYSIC 204
Course Title: Physics III
Units: 4
Lecture: 3 contact hour(s) per week
48 - 54 contact hours per semester
Laboratory: 3 contact hour(s) per week
48 - 54 contact hours per semester
Prerequisite: PHYSIC 202 and MATH 251
Corequisite: MATH 251
Departmental Advisory: MATH 252
Catalog Description: This is a calculus based physics course covering thermodynamics, fluids, optics, and modern physics. This course is designed to satisfy the lower division physics requirement for majors in physics, engineering, astronomy, chemistry, geology, computer science and mathematics.
Schedule Description: This is a calculus based physics course covering thermodynamics, fluids, optics, and modern physics. This course is designed to satisfy the lower division physics requirement for majors in physics, engineering, astronomy, chemistry, geology, computer science and mathematics.
Rationale: This course is the third four unit lecture/lab course of the new Physics sequence where the old Physics 200/201 sequence is being modified from a two semester

sequence (each course having 6 units) to a three semester sequence (each course having 4 units).

TOP Code: 1902.00
Equate: Course not offered at CHC.
Effective: Fall 2020

MODIFY COURSE

Changes to the 2019-2020 College Catalog

COURSE ID	COURSE TITLE
ACCT 030	FEDERAL AND STATE TAXATION

Course Title: Federal and State Individual Income Taxation
Catalog Description: This course is an introduction to the basic concepts of federal and state individual income taxation. Topics include history and objectives of the income taxes system, analysis of current income taxes issues, and the tax treatment of various types of income, deductions, and credits. Tax planning strategies are discussed. Actual tax forms are studied. Comprehensive individual tax returns are prepared.
Schedule Description: This course is an introduction to the basic concepts of federal and state individual income taxation. Actual tax forms are studied. Comprehensive individual tax returns are prepared.
Rationale: Course modification. Updating course descriptions, course content, SLOs, and textbooks.
Equate: ACCT 032
Effective: Fall 2019

COURSE ID	COURSE TITLE
ACCT 090	PAYROLL ACCOUNTING

Catalog Description: This course is designed to introduce various types of employee compensations and the current federal and state payroll taxes system. Withholding requirements from employees' compensations as well as payroll taxes reporting are studied. Various types of payroll taxes forms are discussed and prepared. This course will focus on the records and control requirements of payroll accounting.
Schedule Description: This course is designed to introduce various types of employee compensations and the current federal and state payroll taxes system. Various types of payroll taxes forms are discussed and prepared.
Rationale: Course modification. Updating course descriptions, SLOs, course content, methods of instruction, and texts.
Equate: Course not offered at CHC.
Effective: Fall 2019

COURSE ID	COURSE TITLE
ART 098	ART WORK EXPERIENCE

Work Experience:	60 - 300 contact hour(s) per semester
Catalog Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Schedule Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Rationale:	Updating course descriptions and hours.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
ART 102	ART HISTORY: RENAISSANCE TO PRESENT

Departmental Advisory:	ENGL 101 or ENGL 101H
Rationale:	Content review, updating Departmental Advisory.
Equate:	ART 102
Effective:	Fall 2019

COURSE ID	COURSE TITLE
ART 102H	ART HISTORY: RENAISSANCE TO PRESENT - HONORS

Prerequisite:	ENGL 101 or ENGL 101H
Rationale:	Content review, adding prerequisite.
Equate:	ART 102H
Effective:	Fall 2019

COURSE ID	COURSE TITLE
ART 145	FUNDAMENTALS OF GRAPHIC DESIGN

Departmental Advisory:	ENGL 101 or ENGL 101H
Rationale:	Content review, updating Departmental Advisory.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
ART 148	BEGINNING COMPUTER GRAPHIC DESIGN

Departmental Advisory:	ENGL 101 or ENGL 101H
Rationale:	Updating course objectives to align with C-ID and adding ENGL 101 as Advisory.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
ART 180	BEGINNING 3D COMPUTER ANIMATION

Prerequisite: ART 120 and ART 124A and ART 148
Rationale: Content review, updating departmental advisories to prerequisites.
Equate: Course not offered at CHC.
Effective: Fall 2019

COURSE ID	COURSE TITLE
ART 185	BEGINNING WEBSITE DESIGN

Prerequisite: ART 148
Rationale: Content review, updating departmental advisory to prerequisite.
Equate: Course not offered at CHC.
Effective: Fall 2019

COURSE ID	COURSE TITLE
ART 186	INTERACTIVE WEB DESIGN

Catalog Description: This course focuses on designing and creating websites for multiple screen devices while highlighting the user experience. Emphasis is on design concepts, as well as an understanding of structure, web media impact and social media marketing.

Schedule Description: This course focuses on designing and creating websites for multiple screen devices while highlighting the user experience. Emphasis is on design concepts, as well as an understanding of structure, web media impact and social media marketing.

Rationale: Content review, updating descriptions.
Equate: Course not offered at CHC.
Effective: Fall 2019

COURSE ID	COURSE TITLE
AUTO 098	AUTOMOTIVE – DIESEL TECHNOLOGY WORK EXPERIENCE

Course Title: Automotive Technology Work Experience
Work Experience: 60 - 300 contact hour(s) per semester
Catalog Description: Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.

Schedule Description: Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.

Rationale: Updating course descriptions and hours.
Equate: Course not offered at CHC.
Effective: Fall 2019

COURSE ID	COURSE TITLE
BUSAD 098	BUSINESS ADMINISTRATION WORK EXPERIENCE

Work Experience:	60 - 300 contact hour(s) per semester
Catalog Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Schedule Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Rationale:	Updating course descriptions and hours.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
CD 111	OBSERVATION AND ASSESSMENT IN CHILD DEVELOPMENT

Prerequisite:	CD 105 or CD 105H
Corequisite:	CD 105 or CD 105H
Departmental Advisory:	READ 015 or eligibility for READ 100 as determined by the SBVC assessment process.
Rationale:	Removing English 914 prerequisite and add READ 015 Advisory.
Equate:	CD 212
Effective:	Fall 2019

COURSE ID	COURSE TITLE
CD 114	INTRODUCTION TO CURRICULUM

Prerequisite:	CD 105 or CD 105H
Departmental Advisory:	READ 015 or eligibility for READ 100 as determined by the SBVC assessment process.
Rationale:	Remove English 914 Prerequisite and add CD 105 or CD 105H prerequisite and add Read 015 Advisory.
Equate:	CD 132
Effective:	Fall 2019

COURSE ID	COURSE TITLE
CIT 010	BEGINNING KEYBOARDING

Course Title:	Beginning Keyboarding and Word Processing
Catalog Description:	This course covers the fundamentals of keyboarding including operation of a standard keyboard by touch. It includes instruction and practice in formatting a variety of personal and business documents, such as letters, reports, and tables. The use of speed and accuracy drills designed to develop a keyboarding speed of 30 words per minute for five minutes will be utilized. This is a combined Part I and Part II course students can complete in one semester.
Schedule Description:	This course covers the fundamentals of keyboarding including operation of a standard keyboard by touch. It includes instruction and practice in formatting a variety of personal and business documents, such as letters, reports, and tables. The use of speed and accuracy drills designed to develop a keyboarding speed of 30 words per minute for five minutes will be utilized. This is a combined Part I and Part II course students can complete in one semester.
Rationale:	Changing name to better reflect content.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
CIT 098	COMPUTER INFORMATION TECHNOLOGY WORK EXPERIENCE

Work Experience:	60 - 300 contact hour(s) per semester
Catalog Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Schedule Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Rationale:	Updating course descriptions and hours.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
CS 098	COMPUTER SCIENCE WORK EXPERIENCE

Work Experience:	60 - 300 contact hour(s) per semester
Catalog Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Schedule Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1

unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.

Rationale: Updating course descriptions and hours.
Equate: Course not offered at CHC.
Effective: Fall 2019

COURSE ID	COURSE TITLE
CULART 098	CULINARY ARTS WORK EXPERIENCE

Work Experience: 60 - 300 contact hour(s) per semester
Catalog Description: Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.

Schedule Description: Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.

Rationale: Updating course descriptions and hours.
Equate: Course not offered at CHC.
Effective: Fall 2019

COURSE ID	COURSE TITLE
DIESEL 098	DIESEL WORK EXPERIENCE

Work Experience: 60 - 300 contact hour(s) per semester
Catalog Description: Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.

Schedule Description: Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.

Rationale: Updating course descriptions and hours.
Equate: Course not offered at CHC.
Effective: Fall 2019

COURSE ID	COURSE TITLE
ELECTR 098	ELECTRONICS WORK EXPERIENCE

Work Experience:	60 - 300 contact hour(s) per semester
Catalog Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Schedule Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Rationale:	Updating course descriptions and hours.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
ENGL 101	FRESHMAN COMPOSITION

Prerequisite:	Eligibility for ENGL 101 or ENGL 101H as determined by the SBVC assessment process.
Corequisite:	Students who require supplemental support to succeed in ENGL 101 may be required to take ENGL 086 or ENGL 087 depending on assessment.
Rationale:	The course is up for content review, plus updating needed due to changes in state law. Updating prerequisite and corequisite to reflect changes to ENGL curriculum due to AB-705.
Equate:	ENGL 101
Effective:	Fall 2019

COURSE ID	COURSE TITLE
ENGL 101H	FRESHMAN COMPOSITION - HONORS

Prerequisite:	Eligibility for ENGL 101 or ENGL 101H as determined by the SBVC assessment process.
Rationale:	The course is up for content review, plus updating needed due to changes in state law. Updating prerequisite to reflect changes to ENGL curriculum due to AB-705.
Equate:	ENGL 101H
Effective:	Fall 2019

COURSE ID	COURSE TITLE
ESL 601	ESL BEGINNING LEVEL 1 – INTRODUCTION TO BASIC ENGLISH LITERACY

Hours: 64 - 72

Catalog Description: This noncredit course is designed to introduce low-beginning English language learners to basic English letter-sound correspondence, vocabulary, and sentence patterns. Students will start using English to speak about themselves, their families, and their community. In addition, students will learn to read and complete simple forms.

Schedule Description: This noncredit course is designed to introduce low-beginning English language learners to basic English letter-sound correspondence, vocabulary, and sentence patterns. Students will start using English to speak about themselves, their families, and their community. In addition, students will learn to read and complete simple forms.

Rationale: There is a need for English language courses that help beginning English language learners to gain the communicative skills in Standard English in order to advance to credit and mainstream level coursework.

Equate: ESL/N - 607

Effective: Fall 2019

COURSE ID	COURSE TITLE
ESL 602	ESL BEGINNING LEVEL 2 - ENGLISH AT HOME AND SCHOOL

Hours: 64 - 72

Catalog Description: This noncredit course is designed to prepare low-beginning English language learners with vocabulary and sentence structure to communicate in social and academic settings. Students will learn to give and respond to directions, as well as to speak about home, classroom routines, and community life by using a variety of sentence patterns. In addition, students will learn basic note-taking skills.

Schedule Description: This noncredit course is designed to prepare low-beginning English language learners with vocabulary and sentence structure to communicate in social and academic settings. Students will learn to give and respond to directions, as well as to speak about home, classroom routines, and community life by using a variety of sentence patterns. In addition, students will learn basic note-taking skills.

Rationale: There is a need for English language courses that help beginning English language learners to gain the communicative skills in Standard English in order to advance to credit and mainstream level coursework.

Equate: Course not offered at CHC.

Effective: Fall 2019

COURSE ID	COURSE TITLE
ESL 603	ESL BEGINNING LEVEL 3 - ENGLISH FOR WORK AND LEISURE

Hours:	64 - 72
Catalog Description:	This noncredit course is designed to prepare intermediate-beginning English language learners to use a variety of English structures and vocabulary for work and leisure. Students will learn appropriate linguistic behaviors with regards to the setting and time of the occasion being discussed.
Schedule Description:	This noncredit course is designed to prepare intermediate-beginning English language learners to use a variety of English structures and vocabulary for work and leisure. Students will learn appropriate linguistic behaviors with regards to the setting and time of the occasion being discussed.
Rationale:	There is a need for English language courses that help beginning English language learners to gain the communicative skills in Standard English in order to advance to credit and mainstream level coursework.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
ESL 604	ESL BEGINNING LEVEL 4 - ENGLISH FOR WORK AND EDUCATION

Hours:	64 - 72
Catalog Description:	This noncredit course is designed to prepare high-beginning English language learners to use Standard English for job interviews, and in conversations at work and in educational settings. Students will begin learning aspects of composition. In addition, students will learn effective note-taking skills.
Schedule Description:	This noncredit course is designed to prepare high-beginning English language learners to use Standard English for job interviews, and in conversations at work and in educational settings. Students will begin learning aspects of composition. In addition, students will learn effective note-taking skills.
Rationale:	There is a need for English language courses that help beginning English language learners to gain the communicative skills in Standard English in order to advance to credit and mainstream level coursework.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
ESL 620	ENGLISH PRONUNCIATION

Hours:	48 - 54
Catalog Description:	This noncredit course is designed to help English language learners to improve their pronunciation skills in English. The class will focus on Standard English pronunciation, word stress, intonation differentiation, and vocabulary building.
Schedule Description:	This noncredit course is designed to help English language learners to improve their pronunciation skills in English.
TOP Code:	4930.87
Rationale:	There is a need for English language courses that help beginning English language learners to gain the communicative skills in Standard English in order to advance to credit and mainstream level coursework.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
ESL 650	CITIZENSHIP PREPARATION - PART 1: BASIC ENGLISH LISTENING, SPEAKING, READING, AND WRITING

Hours:	64 - 72
Catalog Description:	This noncredit course is designed to prepare prospective candidates for the English portion of the U.S. citizenship process. Students will learn skills to improve their basic listening, speaking, reading, and writing abilities through practice and drills.
Schedule Description:	This noncredit course is designed to prepare prospective candidates for the English portion of the U.S. citizenship process. Students will learn skills to improve their basic listening, speaking, reading, and writing abilities.
TOP Code:	4930.90
Rationale:	There is a need for courses that assist students in gaining the knowledge and skills needed for their citizenship exams.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
ESL 651	CITIZENSHIP PREPARATION - PART 2: CIVIC PRINCIPLES AND FUNDAMENTALS OF U.S. HISTORY

Hours:	64 - 72
Catalog Description:	This noncredit course is designed to prepare prospective candidates for the civics portion of the U.S. citizenship process. Students will learn the rights and responsibilities of being a U.S. citizen, in addition to learning how to complete all required immigration forms and practicing the USCIS Citizenship Test by becoming familiar with U.S. history.
Schedule Description:	This noncredit course is designed to prepare prospective candidates for the civics portion of the U.S. citizenship process. Students will learn the rights and responsibilities of being a U.S. citizen, in addition to learning how to complete all required immigration forms and practicing the USCIS Citizenship Test by becoming familiar with U.S. history.
TOP Code:	4930.90

Rationale: There is a need for courses that assist students in gaining the knowledge and skills needed for their citizenship exams.

Equate: Course not offered at CHC.

Effective: Fall 2019

COURSE ID	COURSE TITLE
HEALTH 103	INTRODUCTION TO HOLISTIC HEALTH

Departmental Advisory: ENGL 101 or ENGL 101H

Catalog Description: This course is an introduction to health and healing practices involving the integration of physical, mental, spiritual, and social resources. Students explore ancient disciplines of Ayurveda, Yoga, and Chinese Medicine, as well as modern Western health systems like Biofeedback, Swedish Massage, Reiki, Meditation, Guided Imagery, Herbalism, Humor and Music Therapy. Emphasis is placed on health promotion and prevention of disease, and how we become self-advocates in promoting our own well-being with the assistance of health care professionals.

Schedule Description: This course is an introduction to health and healing practices involving the integration of physical, mental, spiritual, and social resources. Emphasis is placed on health promotion and prevention of disease, and how we become self-advocates in promoting our own well-being with the assistance of health care professionals.

Rationale: Course content update as well as adding DE for students unable to attend traditional on-campus classes.

Equate: Course not offered at CHC.

Effective: Fall 2019

COURSE ID	COURSE TITLE
HVAC/R 098	REFRIGERATION WORK EXPERIENCE

Work Experience: 60 - 300 contact hour(s) per semester

Catalog Description: Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.

Schedule Description: Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.

Rationale: Updating course descriptions and hours.

Equate: Course not offered at CHC.

Effective: Fall 2019

COURSE ID	COURSE TITLE
INSPEC 098	INSPECTION TECHNOLOGY WORK EXPERIENCE

Work Experience:	60 - 300 contact hour(s) per semester
Catalog Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Schedule Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Rationale:	Updating course descriptions and hours.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
KIN 098	KINESIOLOGY WORK EXPERIENCE

Work Experience:	60 - 300 contact hour(s) per semester
Catalog Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Schedule Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Rationale:	Updating course descriptions and hours.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
KIN 200	INTRODUCTION TO PHYSICAL EDUCATION AND KINESIOLOGY

Departmental Advisory:	ENGL 101 or ENGL 101H or eligibility as determined by the SBVC assessment process.
Rationale:	Content review, adding DE and updating departmental advisory.
Equate:	KIN 200
Effective:	Fall 2019

COURSE ID	COURSE TITLE
KINF 101A	BOXING FOR FITNESS

Course Title: Beginning Boxing for Fitness
Rationale: Updating title to add "Beginning" for consistency.
Equate: Course not offered at CHC.
Effective: Fall 2019

COURSE ID	COURSE TITLE
LIB 063	SURVEY OF LITERATURE FOR LIBRARY TECHNICIANS

Units: 3
Lecture: 3 contact hour(s) per week
 48 - 54 contact hours per semester
Departmental Advisory: READ 015 or eligibility for READ 100 as determined by the SBVC assessment process.
Catalog Description: This course is an introductory study of Readers' Advisory work as performed in public, academic, and school libraries. It offers a practical study of popular literature and literary genres, interpersonal skills, and interview techniques needed to become successful in recommending specific titles and/or authors to library patrons based on parameters such as reading interests, age groups, and reading levels.
Schedule Description: This course is a brief examination of literature and literary genres for the library student to ensure effective Readers' Advisory interaction with patrons of all ages and reading interests.
Rationale: The amount of reading and writing required for completing this course make it necessary to add an additional unit to the total.
Equate: Course not offered at CHC.
Effective: Fall 2019

COURSE ID	COURSE TITLE
LIB 070	LIBRARY TECHNOLOGY AND MEDIA SERVICES

Course Title: Library Technology and Computer Services
Units: 3
Lecture: 3 contact hour(s) per week
 48 - 54 contact hours per semester
Departmental Advisory: READ 015 and LIB 064
Catalog Description: This class is an introduction to the application and integration of automation systems and computer in libraries. Students will be exposed to a variety of computer applications, including online public access catalogs and automated circulation systems. This course provides an overview of a wide variety of computer services and issues within a library setting ranging from public access, social media, cyber security and emerging technologies.
Schedule Description: This class is an introduction to the application and integration of automation systems and computer in libraries.
Rationale: Modification and update of curriculum to align with program changes. One portion of the class, library programming is being moved to a new class LIB 071 Youth Services and Programming, thereby reducing number of units required.
Equate: Course not offered at CHC.
Effective: Fall 2019

COURSE ID	COURSE TITLE
LIB 098	LIBRARY TECHNOLOGY WORK EXPERIENCE

Work Experience:	60 - 300 contact hour(s) per semester
Catalog Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Schedule Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Rationale:	Updating course descriptions and hours.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
LIB 110	INFORMATION LITERACY AND RESEARCH

Units:	3
Lecture:	3 contact hour(s) per week 48 - 54 contact hours per semester
Departmental Advisory:	READ 015
Rationale:	Course units have been increased to reflect increased content. The rise of "fake news" requires additional instruction on discerning the legitimacy of new items.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
MATH 102	COLLEGE ALGEBRA

Prerequisite:	MATH 095 or MATH 096 or eligibility for MATH 102 as determined through the SBVC assessment process.
Rationale:	Adding MATH 096 as a prerequisite to comply with AB-705 and to align with new SBVC assessment process.
Equate:	MATH 102
Effective:	Fall 2019

COURSE ID	COURSE TITLE
MATH 103	PLANE TRIGONOMETRY

Prerequisite:	MATH 095 or MATH 096 or eligibility for MATH 103 as determined through the SBVC assessment process.
Rationale:	Adding MATH 096 as a prerequisite to comply with AB-705 and to align with new SBVC assessment process.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
MATH 108	INTRODUCTION TO PROBABILITY AND STATISTICS

Prerequisite: MATH 095 or MATH 096 or eligibility for MATH 108 as determined through the SBVC assessment process.

Rationale: Adding MATH 096 as a prerequisite to comply with AB-705 and to align with new SBVC assessment process.

Equate: MATH 108 AND PSYCH 108

Effective: Fall 2019

COURSE ID	COURSE TITLE
MATH 115	IDEAS OF MATHEMATICS

Prerequisite: MATH 095 or MATH 096 or eligibility for MATH 115 as determined through the SBVC assessment process.

Rationale: Adding MATH 096 as a prerequisite to comply with AB-705 and to align with new SBVC assessment process.

Equate: MATH 115

Effective: Fall 2019

COURSE ID	COURSE TITLE
MATH 141	BUSINESS CALCULUS

Prerequisite: MATH 095 or MATH 096 or eligibility for MATH 141 as determined by the SBVC assessment process.

Departmental Advisory: MATH 102

Rationale: Adding MATH 096 as a prerequisite to comply with AB-705 and to align with new SBVC assessment process.

Equate: Course not offered at CHC.

Effective: Fall 2019

COURSE ID	COURSE TITLE
MATH 601	INDEPENDENT LAB FOR FUNDAMENTAL MATHEMATICAL SKILLS

Hours: 27 - 54

Laboratory: 27 - 54 contact hour(s) per semester

Catalog Description: This noncredit course is offered as a study or review of the fundamental concepts of arithmetic, prealgebra, beginning algebra, and intermediate algebra as appropriate based on individual student needs. The course is intended for students who need to refresh their math skills prior to taking a college level math course.

Schedule Description: This noncredit course is offered as a study or review of the fundamental concepts of arithmetic, prealgebra, beginning algebra, and intermediate algebra as appropriate based on individual student needs. The course is intended for students who need to refresh their math skills prior to taking a college level math course.

Rationale: The course content needs to be updated to include all levels of math remediation. The course will be used to help support students affected by AB705.

Equate: Course not offered at CHC.

Effective: Fall 2019

COURSE ID	COURSE TITLE
PHYSIC 150A	GENERAL PHYSICS FOR THE LIFE SCIENCES I

Course ID:	PHYSIC 151
Units:	4
Laboratory:	3 contact hour(s) per week 48 - 54 contact hours per semester
Prerequisite:	MATH 103 or eligibility for MATH 151 or higher as determined by SBVC assessment process and ENGL 101 or ENGL 101H or higher as determined by SBVC assessment process
Departmental Advisory:	PHYSIC 101
Catalog Description:	This is the first course in a two-semester physics sequence designed primarily for students in biology, pharmacology, pre-medicine, physical therapy, and allied health programs. Topics include mechanics, waves, fluids, and thermodynamics. The needed concepts of calculus will be developed and used where appropriate. (Formerly PHYSIC 150A)
Schedule Description:	This is the first course in a two-semester physics sequence designed primarily for students in biology, pharmacology, pre-medicine, physical therapy, and allied health programs. Topics include mechanics, waves, fluids, and thermodynamics. The needed concepts of calculus will be developed and used where appropriate. (Formerly PHYSIC 150A)
Rationale:	Changing to a four-unit course, with three hours lecture and three hours lab weekly. Removing problems solving lab. Changing course from PHYSIC 150A to PHYSIC 151.
Equate:	PHYSIC 110
Effective:	Fall 2020

COURSE ID	COURSE TITLE
PHYSIC 150B	GENERAL PHYSICS FOR THE LIFE SCIENCES II

Course ID:	PHYSIC 152
Units:	4
Laboratory:	3 contact hour(s) per week 48 - 54 contact hours per semester
Prerequisite:	PHYSIC 151
Catalog Description:	This is the second course in a two-semester physics sequence designed primarily for students in biology, pharmacology, pre-medicine, physical therapy, and allied health programs. Topics include electricity, magnetism, optics, and modern physics. The needed concepts of calculus will be developed and used where appropriate. (Formerly PHYSIC 150B)
Schedule Description:	This is the second course in a two-semester physics sequence designed primarily for students in biology, pharmacology, pre-medicine, physical therapy, and allied health programs. Topics include electricity, magnetism, optics, and modern physics. The needed concepts of calculus will be developed and used where appropriate. (Formerly PHYSIC 150B)
Rationale:	Changing to a four unit course with three hours lecture and three hours lab weekly. Course number changing from PHYSIC 150B to PHYSIC 152.
Equate:	PHYSIC 111
Effective:	Fall 2020

COURSE ID	COURSE TITLE
POLIT 140	INTRODUCTION TO COMPARATIVE POLITICS

Departmental Advisory:	READ 100 or eligibility for ENGL 101 or ENGL 101H as determined by the SBVC assessment process
Catalog Description:	This introductory course compares different political systems to evaluate their similarities and dissimilarities with respect to their corresponding political institutions and processes. Themes covered include presidential versus parliamentary democratic governance; authoritarian versus democratic regimes; patterns of state involvement in the political economy; society and citizen participation through interest groups, political parties and elections.
Schedule Description:	This introductory course compares different political systems to evaluate their similarities and dissimilarities with respect to their corresponding political institutions and processes. Themes covered include presidential versus parliamentary democratic governance; authoritarian versus democratic regimes; patterns of state involvement in the political economy; society and citizen participation through interest groups, political parties and elections.
Rationale:	Adding DE and updating Departmental Advisory to READ 100 or ENGL 101/ENGL 101H.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
READ 015	PREPARATION FOR COLLEGE READING

Lecture:	4 contact hour(s) per week 64 - 72 contact hours per semester
Laboratory:	None.
Prerequisite:	None.
Catalog Description:	This course is designed to foster general reading improvement with an emphasis on reading comprehension and vocabulary. Assignments are based on diagnostic tests, which identify strengths and weaknesses in reading comprehension and vocabulary.
Schedule Description:	This course is designed to foster general reading improvement with an emphasis on reading comprehension and vocabulary. Assignments are based on diagnostic tests, which identify strengths and weaknesses in reading comprehension and vocabulary.
Rationale:	Adding to course content to better prepare students for success across the disciplines, removing lab content and prerequisite.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
READ 100	COLLEGE ACADEMIC READING

Catalog Description: This course is designed to improve reading and learning processes, reading comprehension and critical thinking strategies as applied to all stages of academic reading. Emphasis will be on the integration and synthesis of academic text.

Schedule Description: This course is designed to improve reading and learning processes, reading comprehension and critical thinking strategies as applied to all stages of academic reading. Emphasis will be on the integration and synthesis of academic text.

Rationale: Updating course descriptions, course content, and course textbooks to better align with the CSUs.

Equate: READ 100

Effective: Fall 2019

COURSE ID	COURSE TITLE
READ 102	CRITICAL READING AS CRITICAL THINKING

Prerequisite: READ 100 or ENGL 101 or ENGL 101H

Rationale: Adding English 101 or English 101H to existing prerequisite.

Equate: Course not offered at CHC.

Effective: Fall 2019

COURSE ID	COURSE TITLE
READ 620	PREPARATION FOR READING SKILLS

Course Title: Reading Skills

Hours: 48 - 54

Laboratory: 3 contact hour(s) per week
48 - 54 contact hours per semester

Catalog Description: This noncredit, self-paced course is designed for students requiring basic reading skills instruction, including, but not limited to, phonics, dictionary usage, vocabulary development, syllabication, and beginning reading comprehension skills.

Schedule Description: This noncredit, self-paced course is designed for students requiring basic reading skills instruction, including, but not limited to, phonics, dictionary usage, vocabulary development, syllabication, and beginning reading comprehension skills.

Rationale: Updating course title and course descriptions to better assist students when selecting courses.

Equate: Course not offered at CHC.

Effective: Fall 2019

COURSE ID	COURSE TITLE
THART 135	DIRECTING FUNDAMENTALS

Catalog Description:	This course provides an introduction to the theory, process and development of directorial skills for the stage.
Schedule Description:	This course provides an introduction to the theory, process and development of directorial skills for the stage.
Rationale:	Content Review
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
WELD 098	WELDING WORK EXPERIENCE

Work Experience:	60 - 300 contact hour(s) per semester
Catalog Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Schedule Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Rationale:	Updating course descriptions and hours.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
WKEXP 099	GENERAL WORK EXPERIENCE

Work Experience:	60 - 300 contact hour(s) per semester
Catalog Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Schedule Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Rationale:	Updating course descriptions and hours.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE ID	COURSE TITLE
WST 098	WATER SUPPLY TECHNOLOGY WORK EXPERIENCE

Work Experience:	60 - 300 contact hour(s) per semester
Catalog Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Schedule Description:	Supervised training, in the form of on the job employment that will enhance the student's knowledge in the selected field of study. The student's major and job must match. For paid work, 75 hours = 1 unit; for volunteer work, 60 hours = 1 unit. Students may earn a total of 16 units toward graduation in Work Experience 098 courses. See department for specific guidelines.
Rationale:	Updating course descriptions and hours.
Equate:	Course not offered at CHC.
Effective:	Fall 2019

COURSE DELETION

CD 298	DIESEL 038	HIST 175	ACCT 222
ENGL 022	ESL 645	READ 905	READ 920
READ 950			

Rationale:	Courses are no longer offered.
Effective:	Fall 2019

ADMINISTRATIVE APPROVALS

COURSE ID	COURSE TITLE
ECON 208	BUSINESS AND ECONOMIC STATISTICS

Prerequisite:	MATH 095 or MATH 096
----------------------	----------------------

COURSE ID	COURSE TITLE
PSYCH 105	STATISTICS FOR THE BEHAVIORAL SCIENCES

Prerequisite:	MATH 095 or MATH 096
----------------------	----------------------

Rationale:	The Math Department has recently update Math prerequisites to comply with AB 705. The Math department added a new course: Math 096 (combo of Math 090 & 095) as a prerequisite for Math 108, which equates with ECON 208 & PSYC 105. The prerequisite for Math 108 will now be Math 095 or Math 096. Department Chairs, Sandra Moore and JD (James Dulgeroff) have agreed/approved adding "or Math 096" to ECON 208 and PSYCH 105.
Effective:	Fall 2019

NEW CERTIFICATE

DIESEL ENGINE AND FUEL INJECTION TECHNOLOGY NONCREDIT CERTIFICATE

The Diesel Engine and Fuel Injection Technology noncredit certificate offers students high technology training and skills that may be utilized for immediate employment after certification completion. Students will receive training in various subjects including repair, operation and maintenance of heavy-duty industrial diesel engines and computer controlled diesel engines. The certificate will also cover basic electrical theory, use of meters, test equipment, and wiring diagrams. The certificate also covers general troubleshooting and diagnostic testing. The certificate may also be used in preparation for the Automotive Service Excellence (ASE) National Test.

REQUIRED COURSES:		HOURS
DIESEL 621	Heavy-Duty Diesel Engines	64 - 72
DIESEL 624	Advanced Heavy-Duty Diesel Engines	64 - 72
DIESEL 628	Heavy-Duty Truck Systems	64 - 72
DIESEL 634	Diesel Alternative Fuels	64 - 72
DIESEL 664	Auto/Truck Electrical Systems	64 - 72
Total Hours		320 - 360

Rationale: This Career Development Career Preparation (CDCP) noncredit certificate is being created using DIESEL mirror courses and is a free opportunity for students to upskill or gain skills for a career without the units.

Effective: Fall 2019

NEW CERTIFICATE

ESL INTEGRATED SKILLS - BEGINNING CERTIFICATE

This non-credit program is designed to prepare beginning English language learners with the fundamental speaking, listening, reading and writing skills of the English language. This program will also prepare students with the necessary skills to be successful in the credit-based ESL (English as a second language) courses.

REQUIRED COURSES		Hours
ESL 601	ESL Beginning Level 1 - Introduction to Basic English Literacy	64 - 72
ESL 602	ESL Beginning Level 2 - English at Home and School	64 - 72
ESL 603	ESL Beginning Level 3 - English for Work and Leisure	64 - 72
ESL 604	ESL Beginning Level 4 - English for Work and Education	64 - 72
Total Hours		256 - 288

Rationale: Certificate was originally approved by the Curriculum Committee in 2012, but was never State Approved. Relaunching to update format and to receive State Approval.

Effective: Fall 2019

NEW CERTIFICATE

HEAVY/MEDIUM DUTY CLEAN VEHICLE TECHNOLOGY CERTIFICATE

This certificate is designed to provide students with the fundamentals of alternative fuel technology as it applies to industrial. The curriculum prepares students for entry-level positions in diesel and electrical maintenance, field service, and networking, in the field of Diesel/Hybrid/ Alternative fuel to include Electrical power technology.

REQUIRED COURSES:

		UNITS
AUTO 010	Introduction to Hybrid and Electric Vehicle Technology	4
DIESEL 021	Heavy-Duty Diesel Engines	4
DIESEL 024	Advanced Heavy-Duty Diesel Engines	4
ELECTR 110	Direct Current Circuit Analysis	3
ELECTR 111	Direct Current Circuit Laboratory	1
ELECTR 115	Alternating Current Circuit Analysis	3
ELECTR 116	Alternating Current Circuit Laboratory	1
TECALC 087	Technical Calculations	4

Total Units

24

This is a Gainful Employment Program

Rationale: This certificate will combine all the courses necessary to allow students to enter the industry with entry-level knowledge and the ability to work on hybrid trucks, locomotives, bus transportation and other diesel electric fields.

Effective: Fall 2019

MODIFY CERTIFICATE

ACCOUNTING CERTIFICATE

Students working for a certificate must have a basic knowledge of arithmetic, reading and writing in order to learn and work in the occupations they select. This certificate is designed to prepare students for entry-level positions, updating and maintaining accounting records, calculating disbursements and receipts, tracking accounts payable and receivable, and determining profit and loss.

REQUIRED COURSES

		Units
ACCT 047	Computerized Accounting	3
ACCT 200	Financial Accounting	4
ACCT 201	Managerial Accounting	4
BUSAD 100	Introduction to Business	3
BUSAD 210	Business Law	3
	or	
BUSAD 211	The Legal Environment of Business	3
ECON 208	Business and Economic Statistics	4
	or	
MATH 108	Introduction to Probability and Statistics	4
ECON 200	Principles of Macroeconomics	3
	or	
ECON 200H	Principles of Macroeconomics - Honors	3
ECON 201	Principles of Microeconomics	3

	or	
ECON 201H	Principles of Microeconomics - Honors	3
RECOMMENDED COURSES		Units
ACCT 030	Federal and State Individual Income Taxation	4
ACCT 090	Payroll Accounting	3
MATH 102	College Algebra	4
CIT 101	Introduction to Computer Literacy	3
CIT 114	Spreadsheets: Excel	3
Total Units		27
<i>This is a Gainful Employment Program</i>		

Rationale: Updating ACCT 030 name and removing units next to the recommended course header.
Effective: Fall 2019

MODIFY CERTIFICATE

HEAVY/MEDIUM DUTY DIESEL TRUCK TECHNOLOGY CERTIFICATE

This certificate is designed to prepare students for entry-level positions for the repair and maintenance of diesel engines in trucks, locomotives, heavy vehicles, and mobile heavy-duty equipment.

REQUIRED COURSES:		UNITS
DIESEL 021	Heavy-Duty Diesel Engines	4
DIESEL 022	Heavy-Duty Truck Brakes	4
DIESEL 023	Heavy-Duty Truck Suspension and Steering	4
DIESEL 024	Advanced Heavy-Duty Diesel Engines	4
DIESEL 026	Computer Controlled Diesel Engines	4
DIESEL 028	Heavy-Duty Truck Systems	4
DIESEL 064	Auto/Truck Electrical Systems	4
or		
AUTO 064	Auto/Truck Electrical Systems	4
RECOMMENDED COURSE:		Units
DIESEL 098	Diesel Work Experience	1 - 4
Total Units		28

This is a Gainful Employment Program

Rationale: Certificate is being modified to reflect the ENGL 914, CIT 101, and WELD 010 course removals.
Effective: Fall 2019

MODIFY CERTIFICATE

LIBRARY TECHNOLOGY CERTIFICATE

The Library Technology certificate trains students for careers in libraries or information management using print media as well as technology. The program is designed to prepare individuals for entry level employment in a public, school, academic, or special library or an information center.

REQUIRED COURSES:

	Units
CIT 010 * Beginning Keyboarding and Word Processing	0 - 3
ENGL 055 Children's Literature	3
or	
ENGL 155 ** Children's Literature	3
or	
LIB 063 Survey of Literature for Library Technicians	3
LIB 064 Introduction to Library Services	3
LIB 065 Public Services	3
LIB 066 Acquisitions	3
LIB 067 Cataloging and Classification	3
LIB 070 Library Technology and Computer Services	3
LIB 098 *** Library Technology Work Experience	1 - 4
LIB 110 Information Literacy and Research	3
CHOOSE ONE (1) COURSE FROM THE FOLLOWING LIST:	Units
LIB 062 Care and Repair of Library Materials	1
LIB 071 Youth Services and Programs	2
LIB 073 Library Digital Archives and Resources	2
Total Units	23 - 30

* or demonstrated ability to type 30 wpm for five minutes

** or any other college-level literature course

***This requirement may be waived if the student has been employed in a library for at least one year at full-time (or equivalent)

Rationale: Updating certificate with new course options.

Effective: Fall 2019

MODIFY CERTIFICATE

MEDICAL CODING AND BILLING CERTIFICATE

This course of study prepares students for entry-level employment in the medical coding and billing field. The courses are geared towards the students' successful passing of the American Academy of Professional Coders National Certification Exam--Certified Professional Coder (CPC). During the course of study, students learn the basics of health care finance, office computer skills, anatomy and physiology, medical terminology, computerized health record, and other recommended elective courses needed to succeed in the field.

Required Courses:

		Units
BIOL 155	Introductory Anatomy and Physiology	4
CIT 010	Beginning Keyboarding and Word Processing	3
CIT 045	Medical Insurance Billing and Coding	3
CIT 048	Medical Office Procedures	3
CIT 051	Introduction to Electronic Health Records	3
CIT 100	Introduction to Personal Computers	3
CIT 144	Medical Terminology	3

Recommended Courses:

		Units
CIT 031	Business English	3
SPAN 015	Conversational Spanish I	3

Total Units**22**

Rationale: CIT 010 course name has been changed recently to Beginning Keyboarding and Word Processing. Therefore, we need only to update the name of this course in this certificate. Otherwise there is no other changes to this certificate.

Effective: Fall 2019

MODIFY CERTIFICATE

WORKFORCE LITERACY SKILLS CERTIFICATE

This non-credit certificate is designed to prepare students for entry into the work force by; researching careers, developing a resume and learning interview skills.

REQUIRED COURSES:

		HOURS
CIT 601	Introduction to Basic Computer Skills	24 - 27
MATH 601	Independent Lab for Fundamental Mathematical Skills	90 - 180
VOCED 600	Introduction to the Workplace	16 - 18
VOCED 601	Customer Service in the Workplace	16 - 18
VOCED 602	Job Search Strategies	8 - 9
VOCED 603	Positive Strategies for the New Employee	8 - 9
VOCED 631	Fundamentals of Business English	32 - 36

Total Hours**194 - 297**

Rationale: Updating course titles and hours.

Effective: Fall 2019

NEW DEGREE

SPANISH ASSOCIATE OF ARTS TRANSFER DEGREE

The Associate in Arts-Transfer (AA-T) degree in Spanish has a threefold purpose. It is designed to help students: increase proficiency in the language; understand the cultures of the Spanish-speaking world; and, meet the requirements for completion of the bachelor's degree in the CSU/UC systems. Students who complete the Spanish AA-T will have a solid foundation in reading, writing, speaking, and comprehending Spanish. Additionally, they will have developed a deeper awareness and understanding of the unique and diverse cultural milieu of Latin America and Spain. The skills acquired will help students prepare for a variety of careers in areas where a knowledge of Spanish is desirable, such as business, healthcare, journalism, education, communications, public safety, and more.

The Associate in Arts for Transfer (AA-T) or the Associate in Science for Transfer (AS-T) is intended for students who plan to complete a bachelor's degree in a similar major at a CSU campus. Students completing these degrees (AA-T or AS-T) are guaranteed admission to the CSU system, but not to a particular campus or major. To earn this Spanish AA-T degree, students must meet the following requirements:

- completion of the following major requirements with grades of C or better;
- completion of a minimum of 60 CSU transferable semester units with a grade point average of a least 2.0; and
- certified completion of the CSU General Education-Breadth (CSUGE) or Intersegmental General Education Transfer Curriculum (IGETC) for CSU, which requires a minimum of 37-39 units.

It is highly recommended that students complete courses that satisfy the U.S. History, Constitution, and American Ideals requirement as part of CSUGE or IGETC before transferring to a CSU.

Students planning to transfer to a four-year institution and major in Spanish should consult with a counselor regarding the transfer process and lower division requirements.

REQUIRED CORE COURSES (16 Units)

		Units
SPAN 101	College Spanish I	5
	or	
SPAN 101H	College Spanish I - Honors	5
SPAN 102	College Spanish II	5
	or	
SPAN 102H	College Spanish II - Honors	5
SPAN 103	College Spanish III	4
	or	
SPAN 103H	College Spanish III - Honors	4
	or	
SPAN 157	Spanish for Heritage Speakers I	4
SPAN 104	College Spanish IV	4
	or	
SPAN 158	Spanish for Heritage Speakers II	4

LIST A: Select One (3-4 Units)

		Units
SPAN 157	Spanish for Heritage Speakers I	4
ENGL 163	Chicano Literature	3
HIST 140	Chicano History	3
	or	

HIST 150	Introduction to Latin American History	3
Major Total:		21-22
CSU GE-Breadth or IGETC for CSU Requirements:		37-39
Total units that may be double-counted for CSU-GE or IGETC:		9
CSU Electives (as needed to reach 60 transferable units):		8-11
Total Units		60

Rationale: New Spanish Transfer Degree.
Effective: Fall 2019

MODIFY DEGREE

ACCOUNTING ASSOCIATE OF ARTS DEGREE

To graduate with a specialization in Accounting, students must complete all requirements for the certificate plus the general breadth requirements for the Associate Degree (minimum total = 60 units)

REQUIRED COURSES		Units
ACCT 047	Computerized Accounting	3
ACCT 200	Financial Accounting	4
ACCT 201	Managerial Accounting	4
BUSAD 100	Introduction to Business	3
BUSAD 210	Business Law	3
	or	
BUSAD 211	The Legal Environment of Business	3
ECON 208	Business and Economic Statistics	4
	or	
MATH 108	Introduction to Probability and Statistics	4
ECON 200	Principles of Macroeconomics	3
	or	
ECON 200H	Principles of Macroeconomics - Honors	3
ECON 201	Principles of Microeconomics	3
	or	
ECON 201H	Principles of Microeconomics - Honors	3
RECOMMENDED COURSES		Units
ACCT 030	Federal and State Individual Income Taxation	4
ACCT 090	Payroll Accounting	3
CIT 101	Introduction to Computer Literacy	3
CIT 114	Spreadsheets: Excel	3
MATH 102	College Algebra	4
Total Units		27

Rationale: Updating ACCT 030 name and removing units next to the recommended course header.
Effective: Fall 2019

MODIFY DEGREE**KINESIOLOGY ASSOCIATE OF ARTS TRANSFER DEGREE**

Kinesiology is the study of the principles of mechanics and anatomy in relation to human movement. The Kinesiology Associate in Arts Degree for Transfer (Kinesiology AA-T degree) provides students with an education in the core aspects of Kinesiology. The Kinesiology AA-T degree prepares students for transfer to CSU campuses that offer bachelor's degrees in Kinesiology.

The Associate in Arts for Transfer (AA-T) or the Associate in Science for Transfer (AS-T) is intended for students who plan to complete a bachelor's degree in a similar major at a CSU campus. Students completing these degrees (AA-T or AS-T) are guaranteed admission to the CSU system, but not to a particular campus or major. To earn a Kinesiology AA-T degree, students must complete the following Associate Degree for Transfer requirements:

- completion of the following major requirements with grades of C or better;
- completion of 60 CSU transferable semester units with a grade point average of at least 2.0; and
- certified completion of the CSU General Education-Breadth (CSUGE) or Intersegmental General Education Transfer Curriculum (IGETC) for CSU, which requires a minimum of 37-39 units.

It is highly recommended that students complete courses that satisfy the U.S. History, Constitution, and American Ideals requirement as part of CSUGE or IGETC before transferring to a CSU.

Students planning to transfer to a baccalaureate institution and major in Kinesiology should consult with a counselor regarding the transfer process and lower division requirements.

REQUIRED CORE: (11 units)		Units
KIN 200	Introduction to Physical Education and Kinesiology	3
BIOL 250	Human Anatomy and Physiology I	4
	and	
BIOL 251	Human Anatomy and Physiology II	4
	or	
BIOL 260	Human Anatomy	4
	and	
BIOL 261	Human Physiology	4

MOVEMENT BASED COURSES: (3 UNITS MINIMUM)**SELECT ONE COURSE MAXIMUM FROM ANY THREE OF THE FOLLOWING AREAS.****COMBATIVE:**

		Units
KINF 190A	Beginning Tai Chi	1
KINF 190B	Intermediate Tai Chi	1
KINF 190C	Advanced Tai Chi	1

FITNESS:

		Units
KINF 101A	Beginning Boxing for Fitness	1
KINF 101B	Intermediate Boxing for Fitness	1
KINF 101C	Advanced Boxing for Fitness	1
KINF 105A	Beginning Low Impact Aerobics	1
KINF 105B	Intermediate Low Impact Aerobics	1
KINF 105C	Advanced Low Impact Aerobics	1
KINF 108A	Beginning Weight Training	1
KINF 108B	Intermediate Weight Training	1

KINF 108C	Advanced Weight Training	1
KINF 127A	Beginning Walking for Fitness	1
KINF 127B	Intermediate Walking for Fitness	1
KINF 127C	Advanced Walking for Fitness	1
KINF 138A	Beginning Physical Fitness	1
KINF 138B	Intermediate Physical Fitness	1
KINF 138C	Advanced Physical Fitness	1
KINF 168A	Beginning Yoga	1
KINF 168B	Intermediate Yoga	1
KINF 168C	Advanced Yoga	1
INDIVIDUAL SPORTS:		Units
KINS 103A	Beginning Badminton	1
KINS 103B	Intermediate Badminton	1
KINS 103C	Advanced Badminton	1
TEAM SPORTS:		Units
KINS 104A	Beginning Basketball	1
KINS 104B	Intermediate Basketball	1
KINS 104C	Advanced Basketball	1
KINS 116A	Beginning Soccer	1
KINS 116B	Intermediate Soccer	1
KINS 116C	Advanced Soccer	1
KINS 120A	Beginning Softball	1
KINS 120B	Intermediate Softball	1
KINS 120C	Advanced Softball	1
KINS 124A	Beginning Volleyball	1
KINS 124B	Intermediate Volleyball	1
KINS 124C	Advanced Volleyball	1
LIST A: SELECT TWO COURSES(6 UNITS MINIMUM)FROM THE FOLLOWING:		Units
MATH 108	Introduction to Probability and Statistics	4
	or	
ECON 208	Business and Economic Statistics	4
BIOL 100	General Biology	4
CHEM 150	General Chemistry I	5
	or	
CHEM 150H	General Chemistry I - Honors	5
KIN 231	First Aid and CPR	3
PHYSIC 150A	General Physics for the Life Sciences I	5
Major Total:		21-24
CSU GE-Breadth or IGETC for CSU requirements:		37-39
Total Units that may be Double Counted for CSU-GE or IGETC :		10
CSU electives (as needed to reach 60 transferrable units):		7-12
Total Units		60

Rationale: Adding Table Tennis and updating KINF 101A Title.
Effective: Fall 2020

MODIFY DEGREE**KINESIOLOGY ASSOCIATE OF ARTS DEGREE**

The A.A. in Kinesiology is designed to be used as a terminal A.A. Degree for those who wish to obtain their degree and immediately enter the workforce as a teacher, coach or another Kinesiology profession. In addition, this degree can be used to prepare students who wish to pursue a Bachelor's Degree from a four-year institution. At the four-year institution, students may choose to specialize in one particular aspect of Kinesiology, such as Adapted Physical Education, Athletic Training, Coaching, Fitness, Exercise Science, Physical Therapy or Teaching. Students planning to transfer to a four-year institution and major in Kinesiology should consult with a counselor regarding the transfer process and lower division requirements because additional courses may be required at some institutions. Completion of the CSU General Education-Breadth (CSUGE) or Intersegmental General Education Transfer Curriculum (IGETC) for CSU is required in addition to the major requirements listed below:

REQUIRED COURSES: (17 Units)		Units
BIOL 250	Human Anatomy and Physiology I	4
	and	
BIOL 251	Human Anatomy and Physiology II	4
	or	
BIOL 260	Human Anatomy	4
	and	
BIOL 261	Human Physiology	4
HEALTH 101	Health Education	3
	or	
HEALTH 103	Introduction to Holistic Health	3
KIN 200	Introduction to Physical Education and Kinesiology	3
PSYCH 100	General Psychology	3
	or	
PSYCH 100H	General Psychology - Honors	3
CHOOSE ONE OF THE FOLLOWING KINESIOLOGY FITNESS COURSES: (1 Unit Minimum)		Units
KINF 101A	Beginning Boxing for Fitness	1
KINF 101B	Intermediate Boxing for Fitness	1
KINF 101C	Advanced Boxing for Fitness	1
KINF 105A	Beginning Low Impact Aerobics	1
KINF 105B	Intermediate Low Impact Aerobics	1
KINF 105C	Advanced Low Impact Aerobics	1
KINF 108A	Beginning Weight Training	1
KINF 108B	Intermediate Weight Training	1
KINF 108C	Advanced Weight Training	1
KINF 112A	Beginning Body Conditioning	1
KINF 112B	Intermediate Body Conditioning	1
KINF 112C	Advanced Body Conditioning	1
KINF 127A	Beginning Walking for Fitness	1
KINF 127B	Intermediate Walking for Fitness	1
KINF 127C	Advanced Walking for Fitness	1
KINF 132A	Beginning Distance Running	1
KINF 132B	Intermediate Distance Running	1
KINF 132C	Advanced Distance Running	1

KINF 138A	Beginning Physical Fitness	1
KINF 138B	Intermediate Physical Fitness	1
KINF 138C	Advanced Physical Fitness	1
KINF 142A	Beginning Conditioning for Sports	1
KINF 142B	Intermediate Conditioning for Sports	1
KINF 142C	Advanced Conditioning for Sports	1
KINF 150A	Beginning Table Tennis	1
KINF 150B	Intermediate Table Tennis	1
KINF 150C	Advanced Table Tennis	1
KINF 168A	Beginning Yoga	1
KINF 168B	Intermediate Yoga	1
KINF 168C	Advanced Yoga	1
KINF 190A	Beginning Tai Chi	1
KINF 190B	Intermediate Tai Chi	1
KINF 190C	Advanced Tai Chi	1
CHOOSE ONE OF THE FOLLOWING KINESIOLOGY SPORTS OR ATHLETIC COURSES:		Units
KINS 100A	Beginning Baseball	1
KINS 100B	Intermediate Baseball	1
KINS 100C	Advanced Baseball	1
KINS 103A	Beginning Badminton	1
KINS 103B	Intermediate Badminton	1
KINS 103C	Advanced Badminton	1
KINS 104A	Beginning Basketball	1
KINS 104B	Intermediate Basketball	1
KINS 104C	Advanced Basketball	1
KINS 108A	Beginning Football	1
KINS 108B	Intermediate Football	1
KINS 108C	Advanced Football	1
KINS 112A	Beginning Indoor Soccer	1
KINS 112B	Intermediate Indoor Soccer	1
KINS 112C	Advanced Indoor Soccer	1
KINS 116A	Beginning Soccer	1
KINS 116B	Intermediate Soccer	1
KINS 116C	Advanced Soccer	1
KINS 120A	Beginning Softball	1
KINS 120B	Intermediate Softball	1
KINS 120C	Advanced Softball	1
KINS 124A	Beginning Volleyball	1
KINS 124B	Intermediate Volleyball	1
KINS 124C	Advanced Volleyball	1
KINX 110Ax3	Intercollegiate Cross Country - Men	3
KINX 110Bx3	Intercollegiate Cross Country - Men Pre-Season Athletics	1
KINX 110Cx3	Intercollegiate Cross Country - Men Off-Season Athletics	2
KINX 111Ax3	Intercollegiate Cross Country - Women	3
KINX 111Bx3	Intercollegiate Cross Country Women Pre-Season Athletics	1
KINX 111Cx3	Intercollegiate Cross Country - Women Off-Season Athletics	2
KINX 112Ax3	Intercollegiate Football - Offense	3

KINX 112Bx3	Intercollegiate Football - Offense Pre-Season Athletics	1
KINX 112Cx3	Intercollegiate Football - Offense Off-Season Athletics	2
KINX 113Ax3	Intercollegiate Football - Defense	3
KINX 113Bx3	Intercollegiate Football - Defense Pre-Season Athletics	1
KINX 113Cx3	Intercollegiate Football - Defense Off-Season Athletics	2
KINX 114Ax3	Intercollegiate Soccer - Men	3
KINX 114Bx3	Intercollegiate Soccer - Men Pre-Season Athletics	1
KINX 114Cx3	Intercollegiate Soccer - Men Off-Season Athletics	2
KINX 115Ax3	Intercollegiate Soccer - Women	3
KINX 115Bx3	Intercollegiate Soccer - Women Pre-Season Athletics	1
KINX 115Cx3	Intercollegiate Soccer - Women Off-Season Athletics	2
KINX 116Ax3	Intercollegiate Volleyball - Women	3
KINX 116Bx3	Intercollegiate Volleyball - Women Pre-Season Athletics	1
KINX 116Cx3	Intercollegiate Volleyball - Women Off-Season Athletics	2
KINX 120Ax3	Intercollegiate Basketball - Men, Fall	1.5
KINX 120Bx3	Intercollegiate Basketball - Men, Spring	1.5
KINX 120Cx3	Intercollegiate Basketball - Men Pre-Season Athletics	1.5 - 2
KINX 121Ax3	Intercollegiate Basketball - Women, Fall	1.5
KINX 121Bx3	Intercollegiate Basketball - Women, Spring	1.5
KINX 121Cx3	Intercollegiate Basketball - Women Pre-Season Athletics	1.5 - 2
KINX 130Ax3	Intercollegiate Baseball	3
KINX 130Bx3	Intercollegiate Baseball Pre-Season Athletics	2
KINX 130Cx3	Intercollegiate Baseball Off-Season Athletics	1
KINX 131Ax3	Intercollegiate Softball	3
KINX 131Bx3	Intercollegiate Softball Pre-Season Athletics	2
KINX 131Cx3	Intercollegiate Softball Off-Season Athletics	1
KINX 132Ax3	Intercollegiate Track and Field - Men	3
KINX 132Bx3	Intercollegiate Track and Field - Men Pre-Season Athletics	2
KINX 132Cx3	Intercollegiate Track and Field - Men Off-Season Athletics	1
KINX 133Ax3	Intercollegiate Track and Field - Women	3
KINX 133Bx3	Intercollegiate Track and Field - Women Pre-Season Athletics	2
KINX 133Cx3	Intercollegiate Track and Field - Women Off-Season Athletics	1

ELECTIVES: SELECT TWO COURSES

		Units
CHEM 101	Introductory Chemistry	4
FN 162	Introduction to Food and Nutrition	3
KIN 201	Mental Skills for Sport Performance	3
KIN 202	History of Physical Education and Sport in the United States	3
KIN 203	Theory of Coaching	3
KIN 231	First Aid and CPR	3
KIN 232	Prevention and Care of Athletic Injuries	3
KIN 236	Stress Management and Wellness	3

Total Units**25 - 28**

NOTE: Chemistry 101 is a required pre-requisite for Biology 250, 251 and 261

Rationale: Adding Table Tennis and updating KINF 101A Title.
Effective: Fall 2020

MODIFY DEGREE**LIBRARY TECHNOLOGY ASSOCIATE OF ARTS DEGREE**

The Library Technology Degree trains students for careers in libraries or information management using print media as well as technology. The program is designed to prepare individuals for employment as a paraprofessional in a public, school, academic, or special library or an information center. To graduate with a Library Technology Associate of Arts degree, students must complete 22-23 units from the following list of courses plus the general breadth requirements for the Associate Degree (minimum 60 units).

REQUIRED COURSES:	Units
LIB 063 * Survey of Literature for Library Technicians	3
LIB 064 Introduction to Library Services	3
LIB 065 Public Services	3
LIB 066 Acquisitions	3
LIB 067 Cataloging and Classification	3
LIB 070 Library Technology and Computer Services	3
LIB 110 Information Literacy and Research	3
CHOOSE ONE (1) COURSE FROM THE FOLLOWING LIST:	Units
LIB 062 Care and Repair of Library Materials	1
LIB 071 Youth Services and Programs	2
LIB 073 Library Digital Archives and Resources	2
Total Units	22 - 23

* or any other college-level literature course

Rationale: Updating degree to include additional courses.

Effective: Fall 2019

MODIFY DEGREE**PHYSICS ASSOCIATE OF SCIENCE DEGREE**

To graduate with a specialization in Physics, students must complete the following required courses plus the general breadth requirements for the Associate Degree (minimum total = 60 units).

REQUIRED COURSES:	Units
PHYSIC 202 Physics I	4
PHYSIC 203 Physics II	4
PHYSIC 204 Physics III	4
PHYSIC 210 Modern Physics	4
MATH 250 Single Variable Calculus I	4
MATH 251 Single Variable Calculus II	4
MATH 252 Multivariable Calculus	5
RECOMMENDED COURSES:	Units
CHEM 150 General Chemistry I	5
or	
CHEM 150H General Chemistry I - Honors	5
CHEM 151 General Chemistry II	5
or	
CHEM 151H General Chemistry II - Honors	5
Total Units	29

Rationale: Changing from Physics 200/201 lecture/lab series at six units each to Physics 202/203/204 lecture/lab series at four units each

Effective: Fall 2020

MODIFY DEGREE

PHYSICS ASSOCIATE OF SCIENCE TRANSFER DEGREE

The Associate of Science for Transfer (AS-T) in Physics provides students with a deep understanding of the world around them through the Student Transfer Achievement Reform Act (SB 1440). The law states that students will have guaranteed admission to a California State University (CSU) campus upon successful completion of the specified program requirements. This degree provides students with transfer preparation and pre-professional training. The AS-T in Physics explores with finding and using the rules that govern everything—from the smallest pieces of the atom to the various collections of atoms—molecules, balls, planets, stars, and more—that compose the myriad contents of the universe. Students should consult with a counselor to determine whether this degree is the best option for their transfer goals.

The Student Transfer Achievement Reform Act (Senate Bill 1440, now codified in California Education Code sections 66746-66749) guarantees admission to a California State University (CSU) campus for any community college student who completes an "associate degree for transfer", a newly established variation of the associate degrees traditionally offered at a California community college. The Associate in Art for Transfer (AA-T) or the Associate in Science for Transfer (AS-T) is intended for students who plan to complete a bachelor's degree in a similar major at a CSU campus. Students completing these degrees (AA-T or AS-T) are guaranteed admission to the CSU system, but not to a particular campus or major. In order to earn one of these degrees, students must complete 60 required semester units of CSU-transferable coursework with a minimum GPA of 2.0. Students transferring to a CSU campus that does accept the AA-T or AS-T will be required to complete no more than 60 units after transfer to earn a bachelor's degree (unless the major is a designated "high unit" major). This degree may not be the best option for students intending to transfer to a particular CSU campus or to a university or college that is not part of the CSU system. Students should consult with a counselor when planning to complete the degree for more information on university admission and transfer requirements.

To earn this AS-T degree, students must complete the following Associate Degree for Transfer requirements:

- completion of the following major requirements with grades of C or better;
- completion of a minimum of 60 CSU transferable semester units with a grade point average of at least 2.0; and
- certified completion of the CSU General Education-Breadth (CSUGE) or Intersegmental General Education Transfer Curriculum (IGETC) for CSU, which requires a minimum of 39 units.

It is highly recommended that students complete courses that satisfy the U.S. History, Constitution, and American Ideals requirement as part of CSUGE or IGETC before transferring to a CSU.

Students planning to transfer to a baccalaureate institution and major in Physics should consult with a counselor regarding the transfer process and lower division requirements.

REQUIRED CORE COURSES:

	Units
MATH 250 Single Variable Calculus I	4
MATH 251 Single Variable Calculus II	4
MATH 252 Multivariable Calculus	5
PHYSIC 202 Physics I	4
PHYSIC 203 Physics II	4

PHYSIC 204	Physics III	4
RECOMMENDED COURSES:		Units
CHEM 150	General Chemistry I	5
	or	
CHEM 150H	General Chemistry I - Honors	5
CHEM 151	General Chemistry II	5
	or	
CHEM 151H	General Chemistry II - Honors	5
CS 190	Programming in C++	4
MATH 265	Linear Algebra	4
MATH 266	Ordinary Differential Equations	4
PHYSIC 210	Modern Physics	4
MAJOR TOTAL:		25
Total units that may be double counted:		7
CSU GE-Breadth or IGETC for CSU requirements:		37-39
CSU electives (as needed to reach 60 transferable units):		0-3
Total Units		60

Rationale: Changing from Physics 200/201 lecture/lab series at 6 units each to Physics 202/203/201 lecture/lab series at 4 units each
Effective: Fall 2020

CERTIFICATE AND DEGREE DELETIONS

Biotechnology Certificate
 Biotechnology Associate of Science Degree

Rationale: Certificate and degree has never been approved at the State Chancellor's Office or offered at San Bernardino Valley College. Department has decided to delete from CurricUNET.
Effective: Fall 2019

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Diana Rodriguez, President, SBVC
PREPARED BY: Dr. Terri Long, Interim Vice President, Instruction, SBVC
DATE: December 13, 2018
SUBJECT: Consideration of Approval of Donation – SBVC

RECOMMENDATION

It is recommended that the Board of Trustees accepts the following donation from Dr. Javed Siddiqi.

OVERVIEW

The following donation is being made to the Aeronautics Program within the Applied Technology, Transportation, and Culinary Arts Division:

Donation

(1) Beechcraft B-60 Duke Aircraft Fixed Wing
Multi-Engine

Source

Dr. Javed Siddiqi

ANALYSIS

This equipment will be used in the Aeronautics program to provide students the benefit of studying Aviation Maintenance and Pilot Training.

INSTUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence.

FINANCIAL IMPLICATIONS

None.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Dr. Audre Levy, Interim President, CHC

PREPARED BY: Michelle Riggs, Director, Community Relations and Resource Development, CHC

DATE: December 13, 2018

SUBJECT: Consideration of Approval to Sell Alcoholic Beverages at Campus Fundraising Event – Crafton

RECOMMENDATION

It is recommended that the Board of Trustees approve the sale of alcoholic beverages at a campus fundraising event to benefit the Crafton Hills College Foundation: “Bloom & Grow at Crafton” Gala, Auction and Dinner, Crafton Hall, March 30, 2019 from 5:30PM-9:30PM.

OVERVIEW

In the planning of an upcoming event, it has been decided that beer, wine, and distilled spirits will be sold on campus at this event. Proceeds will benefit the Crafton Hills College Foundation, a nonprofit corporation devoted exclusively to raising funds for scholarships, grants, and other types of assistance for Crafton Hills College students and faculty.

ANALYSIS

Per Board Policy 3560 and in accordance with California law, the serving of alcoholic beverages on campus at fund-raising events held to benefit non-profit corporations is allowable.

According to the California Department of Alcoholic Beverage Control, a daily general license for beer, wine, and distilled spirits will be obtained to engage in the temporary sale of alcoholic beverages for consumption in the Crafton Center Building from the hours of 5:30PM – 9:30PM on Saturday, March 30, 2019. The license does not include off-sale (“to-go”) privileges. The license may be revoked by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.

Daily License Authorization (Form ABC-221) will be signed by an authorized representative from the Crafton Hills College Foundation, Steve Sutorus as Property Owner Approval, and Al Jackson for Law Enforcement Approval and submitted within ten (10) days and not more than thirty (30) days in advance of event.

FINANCIAL IMPLICATIONS

None. Funding will be provided by the CHC Foundation.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Diana Rodriguez, President, SBVC
Dr. Audre Levy, Interim President, CHC
Kristina Hannon, Executive Director, Human Resources

DATE: December 13, 2018

SUBJECT: Consideration of Approval of Adjunct and Substitute Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the employment of adjunct and substitute academic employees as needed for the 2018-19 academic year.

OVERVIEW

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

ANALYSIS

Part-time academic employees selected from the established pool are offered individual contracts on a semester-by-semester basis. Adjunct employees not assigned will remain in the pool for future consideration during the 2018-19 academic year. All requirements for employment processing have been completed and Human Resources has cleared the individual(s) for employment.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost for employment of adjunct and substitute academic employees is included in the appropriate budget.



Adjunct and Substitute Academic Employees

Submitted for Board Approval December 13, 2018

[v.11.23.2018.p.1|1]

Crafton Hills College

	Subject	Discipline per Minimum Qualifications
Anderson, Alexander	Physics	Physics
Ceja Vazquez, Suria	Spanish	Foreign Languages
Cline, Melissa	Kinesiology (Fitness Activities)	Kinesiology
Davila, Rosa	Mathematics	Mathematics
Gordon, Lissette	Sociology	Sociology
Greenhalgh, Matthew	Spanish	Foreign Languages
Harold, Ryan	Fire Technology	Fire Technology
Lozano, Damian	Workforce Preparation (Noncredit)	Vocational (Noncredit)
Martinez, Joseph	Physics	Physics
Matterer, William	Computer Information Systems	Computer Information Systems
Miller, Cameron	Emergency Medical Services	Emergency Medical Services
Munriquez, Adam	Mathematics	Mathematics
Nelson, Wendy	Business	Business
Parker, Nason	Kinesiology	Kinesiology
Parsa, Masoud	Economics	Economics
Perez Antilla, Ruben	Business	Business
Saadeh, Miriam	Business	Business
Schulz, Arianne	Anthropology	Anthropology
Schulz, Kathleen	Emergency Medical Services	Emergency Medical Services
Sidor, Joseph	Engineering	Engineering
Victor, Mark	Chemistry	Chemistry

San Bernardino Valley College

	Subject	Discipline per Minimum Qualifications
Alvarez, Carmela	Nursing	Nursing
Khan, Naveen	Nursing	Nursing

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Dr. Audre Levy, Interim President, CHC
Diana Rodriguez, President, SBVC
Kristina Hannon, Executive Director, Human Resources

DATE: December 13, 2018

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

RECOMMENDATION

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

OVERVIEW

Approval of non-instructional pay for academic employees per the attached list is being submitted for approval.

ANALYSIS

Non-instructional pay, at a rate of \$52.00 per hour beginning July 1, 2018, is requested on a periodic basis to assist departments with various research, projects, committee work, or events on campus or in the community. Prior to July 1, 2018, the rate of pay for non-instructional work was \$49.00.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost of the non-instructional pay is included in the appropriate budget.



Non-Instructional Pay for Academic Employees

Submitted for Board Approval December 13, 2018

[v.11.28.2018.p.1|4]

Crafton Hills College

	From	To	Not to Exceed		Project
			Hours	Amount	
Cummings, Lou'Rie SSSP Categorical Fund	01/02/19	05/24/19	422	\$21,944.00	Adjunct Counselor - Provide counseling, Ed plan development and other counseling services in counseling.
Douthit, Milly DSPS Categorical Fund	08/13/18	06/30/18	722	\$37,544.00	DSPS Counselor - To meet with disabled students for Ed. Plans, LD testing, accomodations, etc. AMENDMENT: Due to the availability of additional funds, the hours approved at the 8/9/18 Board meeting are changing from 422 to 722.
Fry, Maureen DSPS Categorical Fund	08/13/18	06/30/18	722	\$37,544.00	DSPS Counselor - To meet with disabled students for Ed. Plans, LD testing, accomodations, etc. AMENDMENT: Due to the availability of additional funds, the hours approved at the 8/9/18 Board meeting are changing from 422 to 722.
Fyfe, Brooke SSSP Categorical Fund	01/02/19	05/24/19	422	\$21,944.00	Adjunct Counselor - Provide counseling, Ed plan development and other counseling services in counseling
Garcia, Claudia SSSP Categorical Fund	01/02/19	05/24/19	422	\$21,944.00	Adjunct Counselor - Provide counseling, Ed plan development and other counseling services in counseling.
Gomez, Elitania Student Equity	01/07/19	05/24/19	422	\$21,944.00	Adjunct EOPS Counselor - Provide academic, career, and personal counseling.
Hoehn, Marisela SSSP Categorical Fund	01/02/19	05/24/19	422	\$21,944.00	Adjunct Counselor - Provide counseling, Ed plan development and other counseling services in counseling.



Non-Instructional Pay for Academic Employees

Submitted for Board Approval December 13, 2018

[v.11.28.2018.p.2]4

Crafton Hills College

	From	To	Not to Exceed		Project
			Hours	Amount	
Hogan, Ryan SSSP Categorical Fund	01/02/19	05/24/19	422	\$21,944.00	Adjunct Counselor - Provide counseling, Ed plan development and other counseling services in counseling.
Hyatt-Myers, Diana Library General Fund	01/14/19	05/23/19	342	\$17,784.00	Adjunct Librarian
McCool, Karol Library General Fund	01/14/19	05/23/19	360	\$18,720.00	Adjunct Librarian
Mills, Lisa SSSP Categorical Fund	01/02/19	05/24/19	422	\$21,944.00	Adjunct Counselor - Provide counseling, Ed plan development and other counseling services in counseling.
Pennington, Anne Library General Fund	01/14/19	05/23/19	342	\$17,784.00	Adjunct Librarian
Quintanar, Britnee SSSP Categorical Fund	01/02/19	05/24/19	422	\$21,944.00	Adjunct Counselor - Provide counseling, Ed plan development and other counseling services in counseling.
Scott, Shella SSSP Categorical Fund	01/02/19	05/24/19	422	\$21,944.00	Adjunct Counselor - Provide counseling, Ed plan development and other counseling services in counseling.
Shum, Cynthia SSSP Categorical Fund	01/02/19	05/24/19	422	\$21,944.00	Adjunct Counselor - Provide counseling, Ed plan development and other counseling services in counseling.
Wilson, Debbie SSSP Categorical Fund	01/02/19	05/24/19	422	\$21,944.00	Adjunct Counselor - Provide counseling, Ed plan development and other counseling services in counseling.



Non-Instructional Pay for Academic Employees

Submitted for Board Approval December 13, 2018

[v.11.28.2018.p.3|4]

San Bernardino Valley College

	From	To	Not to Exceed		Project
			Hours	Amount	
Allen, Tammy Basic Skills General Fund	07/01/18	08/10/18	30	\$1,560.00	To redesign Reading Curriculum to align with AB-705 AMENDMENT: Item was originally approved at the 6/21/18 board meeting, but is being amended to increase the hours from 20 to 30.
Calderon, Colleen Non-Instructional Hourly General Fund	07/01/18	08/08/18	9	\$468.00	Faculty Chair AMENDMENT: Item was originally approved at the 6/21/18 board meeting, but is being amended to increase the hours from 4 to 9.
Gomez, Laura SSSP Categorical Fund	01/03/19	06/30/19	422	\$21,944.00	As an adjunct faculty, the counselor will do the core counseling functions and responsibilities to deliver development and comprehensive counseling services
Jacobo, Magdalena Basic Skills General Fund	07/01/18	08/10/18	30	\$1,560.00	To redesign Reading Curriculum to align with AB-705 AMENDMENT: Item was originally approved at the 6/21/18 board meeting, but is being amended to increase the hours from 20 to 30.
Jefferson, Kimberly Basic Skills General Fund	07/01/18	08/10/18	30	\$1,560.00	To redesign Reading Curriculum to align with AB-705 RATIFICATON: Item was approved by the Basic Skills Committee on 5/22/18, but missed board agenda. Item is being ratified to reflect original Basic Skills approval.
Zuick, Nhan Office of Instruction General Fund	01/14/19	05/24/19	72	\$3,744.00	To assist in the Student Success Center with evening coverage



Non-Instructional Pay for Academic Employees

Submitted for Board Approval December 13, 2018

[v.11.28.2018.p.4|4]

District Office

	From	To	Not to Exceed		Project
			Hours	Amount	
Fozouni, Daihim Human Resources General Fund	6/7/18	6/7/18	4	\$196.00	Hiring Committee RATIFICATION: Work was performed after board deadline.
Anderson, Jonathan Human Resources General Fund	10/18/18	10/18/18	2	\$104.00	Hiring Committee - Vice President of Instruction RATIFICATION: Work was performed after board deadline.
McConnell, Mark Human Resources General Fund	10/18/18	10/18/18	2	\$104.00	Hiring Committee - Vice President of Instruction RATIFICATION: Work was performed after board deadline.
McLaren, Meridyth Human Resources General Fund	10/18/18	10/18/18	2	\$104.00	Hiring Committee - Vice President of Instruction RATIFICATION: Work was performed after board deadline.
Azenaro, Renee Human Resources General Fund	10/18/18	10/18/18	2	\$104.00	Hiring Committee - Vice President of Instruction RATIFICATION: Work was performed after board deadline.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Appoint Temporary Academic Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointment of temporary academic employees per the attached list.

OVERVIEW

The employees on the attached list are submitted for approval.

ANALYSIS

It is essential that each position be filled on a temporary basis while the recruitment process for a permanent replacement is being conducted.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost of these appointments is included in the appropriate budget.



Appointment of Temporary Academic Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018.p.1|2]

	From	To	Range & Step	Daily Rate	Fund	Live Scan Clearance
Ajioka, Mayumi Instructor, Japanese CHC Communication-Foreign Languages	9/4/18	6/30/19	TBD*	TBD*	Communication- Foreign Languages General Fund	9/12/16
Hamlett, Ryan Instructor, Mathematics CHC Mathematics	1/1/19	6/30/19	D1	\$327.48	Mathematics General Fund	8/29/15
Bernardo, Yecica Counselor SBVC Counseling Department	1/3/19	6/30/19	D3	\$350.81	Student Success & Support Program Categorical Funds	9/21/15
Glover, Earline Counselor SBVC Counseling Department	1/3/19	6/30/19	E5	\$388.94	Student Success & Support Program Categorical Funds	4/6/15
Hill, Monique Counselor SBVC Counseling Department	1/3/19	6/30/19	D2	\$338.94	Student Success & Support Program Categorical Funds	9/29/16
Johnson, Heather Counselor SBVC Counseling Department	1/3/19	6/30/19	G3	\$388.94	Student Success & Support Program Categorical Funds	1/17/14
Larivee, Elizabeth Counselor SBVC Counseling Department	1/3/19	6/30/19	F7	\$431.23	Student Success & Support Program Categorical Funds	8/15/18
Mendez, Rebecca Counselor SBVC Counseling Department	1/3/19	6/30/19	D3	\$350.81	Student Success & Support Program Categorical Funds	3/10/15
Mendoza, Nicole Counselor SBVC Counseling Department	1/3/19	6/30/19	TBD*	TBD*	Student Success & Support Program Categorical Funds	8/22/16



Appointment of Temporary Academic Employees Submitted for Board Approval December 13, 2018

[v.11.26.2018.p.2|2]

	From	To	Range & Step	Daily Rate	Fund	Live Scan Clearance
Wingson, Kimberly Counselor SBVC Counseling Department	1/3/19	6/30/19	D5	\$375.79	Student Success & Support Program Categorical Funds	10/22/12
Duran, Maria Counselor SBVC Counseling Department	1/3/19	6/30/19	E1	\$338.94	Adult Education Block Grant	10/13/17
Lochard, Armone Counselor SBVC Counseling Department	1/3/19	6/30/19	D5	\$375.79	Student Services	10/19/17

*Salary placement to be determined upon verification of education and experience.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Diana Rodriguez, President, SBVC
Dr. Audre Levy, Interim President, CHC
Kristina Hannon, Executive Director, Human Resources
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Pay Stipends

RECOMMENDATION

It is recommended that the Board of Trustees approve the payment of stipends per the attached list.

OVERVIEW

The stipends listed on the attachment are submitted for approval.

ANALYSIS

Faculty Chair stipends are based on the agreement between SBCCD and the SBCCD Chapter CTA/NEA, MOU dated April 20, 2018.

Coaching stipends are based on the agreement between SBCCD and the SBCCD Chapter CTA/NEA, MOU dated April 14, 2017.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The payment of stipends is included in the appropriate budgets.



Payment of Stipends

Submitted for Board Approval December 13, 2018

[v.11.29.2018.p.1|1]

Faculty Chair – 2018-19 Academic Year

	Site & Department	Stipend
Jakpor, Riase	SBVC Political Science	\$6,000.00 \$7,000.00

AMENDMENT: This item was previously approved at the 6/21/2018 board meeting as "OPTION I" \$700.00 stipend per month and is now being amended to "OPTION II" \$600.00 per month plus 20% reassigned time, per the CTA contract.

Coaches – Spring 2019

	Site & Department	Stipend
Mierzwick, William	SBVC Baseball	\$7,000.00
Powell, Michael	SBVC Men's/Women's Track & Field	\$14,000.00
Tivey, Jerry	SBVC Softball	\$7,000.00
Eads, Courtney	CHC Swim	\$7,000.00

Assistant Coaches – Spring 2019

	Site & Department	Stipend
Abdul-Rahman, Ahmed	SBVC Women's Track & Field	\$5,000.00
Davidson, Kevin	SBVC Baseball	\$5,000.00
Edwards, Willie	SBVC Baseball	\$5,000.00
Gonzales, Ray	SBVC Softball	\$5,000.00
Kounas, Jason	SBVC Baseball	\$5,000.00
Ratigan, James	SBVC Women's Track & Field	\$5,000.00
Montenegro, Danielle	CHC Swim	\$5,000.00

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Diana Rodriguez, President, SBVC
Kristina Hannon, Executive Director, Human Resources
DATE: December 13, 2018
SUBJECT: Consideration of Approval of District Volunteers

RECOMMENDATION

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

OVERVIEW

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

ANALYSIS

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

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.



District Volunteers

Submitted for Board Approval December 13, 2018

[v.11.27.2018.p.1]5

	Site	Assignment	From	To
Aguilar, Kimberly	SBVC	First Year Experience	01/02/19	06/30/19
Alvarado, Xochitl	SBVC	First Year Experience	01/02/19	06/30/19
Anderson, Derick	SBVC	First Year Experience	01/02/19	06/30/19
Andrade, Kimberly	SBVC	First Year Experience	01/02/19	06/30/19
Anguiso, Anicca	SBVC	Athletics	01/02/19	06/30/19
Araiza, Joseph	SBVC	First Year Experience	01/02/19	06/30/19
Arteaga, Paola	SBVC	First Year Experience	01/02/19	06/30/19
Bangasser, Susan	SBVC	Chemistry	01/02/19	06/30/19
Beltran, Kevin	SBVC	First Year Experience	01/02/19	06/30/19
Blackmon, Richard	SBVC	Chemistry	01/02/19	06/30/19
Blake, Adriana	SBVC	First Year Experience	01/02/19	06/30/19
Borst, Aaris	SBVC	First Year Experience	01/02/19	06/30/19
Bryson, Tyease	SBVC	Athletics	01/02/19	06/30/19
Bustamante, Daniel	SBVC	Chemistry	01/02/19	06/30/19
Bustos, Genesis	SBVC	First Year Experience	01/02/19	06/30/19
Butler, Zachary	SBVC	First Year Experience	01/02/19	06/30/19
Cano, Ruben	SBVC	First Year Experience	01/02/19	06/30/19
Cardenas, Esther	SBVC	First Year Experience	01/02/19	06/30/19
Castro, Indra	SBVC	First Year Experience	01/02/19	06/30/19
Castro, Mayeli	SBVC	First Year Experience	01/02/19	06/30/19
Chamberlain, Andrew	SBVC	Chemistry	01/02/19	06/30/19
Chandler, Daje	SBVC	Student Life / Student Equity	12/14/18	12/31/18
Chavarria, Martin	SBVC	First Year Experience	01/02/19	06/30/19
Chavez, Valeria	SBVC	Student Life / Student Equity	12/14/18	12/31/18
Clarke, Christopher	SBVC	Physics & Astronomy	01/02/19	06/30/19
Cooper, Eric	SBVC	Athletics	01/02/19	06/30/19
Cortez, Leslie	SBVC	First Year Experience	01/02/19	06/30/19
Crew, Reinna	SBVC	First Year Experience	01/02/19	06/30/19
Cruz, Diego	SBVC	Campus Technology Services	01/02/19	06/30/19



District Volunteers

Submitted for Board Approval December 13, 2018

[v.11.27.2018.p.2]5

	Site	Assignment	From	To
Cruz, Vianey	SBVC	First Year Experience	01/02/19	06/30/19
Cuellar, Art	SBVC	Athletics	01/02/19	06/30/19
Curial, Yuriko	SBVC	Student Health Services	12/14/18	12/31/18
Curial, Yuriko	SBVC	Student Health Services	01/03/19	06/30/19
De La Cruz, Andrew	SBVC	First Year Experience	01/02/19	06/30/19
De La Paz, Janet	SBVC	First Year Experience	01/02/19	06/30/19
Deku, Docia	SBVC	First Year Experience	01/02/19	06/30/19
Delgado, Angel	SBVC	First Year Experience	01/02/19	06/30/19
Diaz, Damien	SBVC	First Year Experience	01/02/19	06/30/19
Diego, Brian	SBVC	First Year Experience	01/02/19	06/30/19
Duron, Alisa	SBVC	First Year Experience	01/02/19	06/30/19
Ealy, Mariah	SBVC	Student Health Services	12/14/18	12/31/18
Ealy, Mariah	SBVC	Student Health Services	01/03/19	06/30/19
Ellwanger, Erin	SBVC	First Year Experience	01/02/19	06/30/19
Espindola, Kristina	SBVC	First Year Experience	01/02/19	06/30/19
Espinosa, Alex	SBVC	Athletics	01/02/19	06/30/19
Figueroa, Yesenia	SBVC	First Year Experience	01/02/19	06/30/19
Flores, Bianca	SBVC	Athletics	01/02/19	06/30/19
Flores, Kendrick	SBVC	Chemistry	01/02/19	06/30/19
Flores, Lifni	SBVC	Chemistry	01/02/19	06/30/19
Fonzeca, Liliana	SBVC	First Year Experience	01/02/19	06/30/19
Frausto, Destiny	SBVC	First Year Experience	01/02/19	06/30/19
Freeman, Kenneth	SBVC	First Year Experience	01/02/19	06/30/19
Garcia, Brianna	SBVC	First Year Experience	01/02/19	06/30/19
Garcia, Doughmonica	SBVC	First Year Experience	01/02/19	06/30/19
Garcia, Oscar Hernandez	SBVC	First Year Experience	01/02/19	06/30/19
Gault, Jacob	SBVC	Criminal Justice	01/01/19	06/30/19
Gomez, Ishmael	SBVC	First Year Experience	01/02/19	06/30/19
Gonzalez-Mata, Jessica	SBVC	First Year Experience	01/02/19	06/30/19



District Volunteers

Submitted for Board Approval December 13, 2018

[v.11.27.2018.p.3|5]

	Site	Assignment	From	To
Gray, Greg	SBVC	Athletics	01/02/19	06/30/19
Green, Johnny	SBVC	First Year Experience	01/02/19	06/30/19
Greenwood, Constance	SBVC	Student Health Services	01/14/19	06/30/19
Guerrero, Brandon	SBVC	First Year Experience	01/02/19	06/30/19
Hart, Hope	SBVC	First Year Experience	01/02/19	06/30/19
Hernandez, Fernando	SBVC	First Year Experience	01/02/19	06/30/19
Herrera, Jasmin	SBVC	First Year Experience	01/02/19	06/30/19
Hurtado, Vivian	SBVC	Student Health Services	01/14/19	06/30/19
Ikeda, Mark	SBVC	Biology	01/02/19	06/30/19
Jara, Kimberly	SBVC	First Year Experience	01/02/19	06/30/19
Jensen, Noelle	SBVC	First Year Experience	01/02/19	06/30/19
Jensen, Skyler	SBVC	First Year Experience	01/02/19	06/30/19
Joaquin, Luis	SBVC	First Year Experience	01/02/19	06/30/19
Jordan, Raziell	SBVC	First Year Experience	01/02/19	06/30/19
Kimball, Jason	SBVC	Athletics	01/02/19	06/30/19
Kolose, April	SBVC	First Year Experience	01/02/19	06/30/19
Lankster, Tiffany	SBVC	First Year Experience	01/02/19	06/30/19
Lankster, Trinity	SBVC	First Year Experience	01/02/19	06/30/19
Loaeza, Lizet	SBVC	First Year Experience	01/02/19	06/30/19
Lopez, Berlyn	SBVC	First Year Experience	01/02/19	06/30/19
Lopez, Luis	SBVC	First Year Experience	01/02/19	06/30/19
Lyon, Tyler	SBVC	First Year Experience	01/02/19	06/30/19
Malone, Frederick	SBVC	First Year Experience	01/02/19	06/30/19
Maramontes, Moleka	SBVC	First Year Experience	01/02/19	06/30/19
Mascetti, Jason	SBVC	Criminal Justice	01/01/19	06/30/19
Montano, Anastasia	SBVC	First Year Experience	01/02/19	06/30/19
Montes, Joseph	SBVC	Athletics	01/02/19	06/30/19
Moreira, Emmanuel	SBVC	Chemistry	01/02/19	06/30/19
Ochoa, Joseph	SBVC	First Year Experience	01/02/19	06/30/19



District Volunteers

Submitted for Board Approval December 13, 2018

[v.11.27.2018.p.4]5

	Site	Assignment	From	To
Oden, Carrie	SBVC	First Year Experience	01/02/19	06/30/19
Orozco, Jocelyn	SBVC	First Year Experience	01/02/19	06/30/19
Ortega, Jose	SBVC	Chemistry	01/02/19	06/30/19
Ortiz, Celeste	SBVC	Athletics	01/02/19	06/30/19
Perez, Damarys	SBVC	First Year Experience	01/02/19	06/30/19
Perez, Hugo	SBVC	First Year Experience	01/02/19	06/30/19
Perez, Karla Rosado-	SBVC	First Year Experience	01/02/19	06/30/19
Perez, Michael	SBVC	First Year Experience	01/02/19	06/30/19
Perez, Wendy	SBVC	First Year Experience	01/02/19	06/30/19
Placencia, Miguel	SBVC	Criminal Justice	01/01/19	06/30/19
Pruett, Harmony	SBVC	Criminal Justice	01/01/19	06/30/19
Ramirez, Franchesca	SBVC	First Year Experience	01/02/19	06/30/19
Ramirez, Kandace	SBVC	Athletics	01/02/19	06/30/19
Ramirez, Mayte	SBVC	First Year Experience	01/02/19	06/30/19
Ramos, Corrina	SBVC	Athletics	01/02/19	06/30/19
Ratti, Joshua	SBVC	First Year Experience	01/02/19	06/30/19
Raygoza, Omar	SBVC	First Year Experience	01/02/19	06/30/19
Ridley-Marcos, Guadalupe	SBVC	First Year Experience	01/02/19	06/30/19
Rios, Damariz	SBVC	First Year Experience	01/02/19	06/30/19
Rivera, Dayana	SBVC	Athletics	01/02/19	06/30/19
Robinson, Markayla	SBVC	Athletics	01/02/19	06/30/19
Rodriguez, Dana	SBVC	Athletics	01/02/19	06/30/19
Rodriguez, Jacqueline	SBVC	First Year Experience	01/03/19	06/30/19
Rodriguez, Omar Alonso	SBVC	First Year Experience	01/02/19	06/30/19
Rodriguez, Ryan	SBVC	First Year Experience	01/02/19	06/30/19
Romero, Maricarmen	SBVC	First Year Experience	01/02/19	06/30/19
Romero, William Menor	SBVC	First Year Experience	01/02/19	06/30/19
Rubino, Rosemary	SBVC	First Year Experience	01/02/19	06/30/19
Ruiz, Peter	SBVC	First Year Experience	01/02/19	06/30/19



District Volunteers

Submitted for Board Approval December 13, 2018

[v.11.27.2018.p.5]5

	Site	Assignment	From	To
Salazar, Yamilel	SBVC	First Year Experience	01/02/19	06/30/19
Salgado, Esteban	SBVC	First Year Experience	01/02/19	06/30/19
Sarmiento, Lyilla	SBVC	First Year Experience	01/02/19	06/30/19
Segura, Gerardo	SBVC	First Year Experience	01/02/19	06/30/19
Singh, Dilshad	SBVC	First Year Experience	01/02/19	06/30/19
Smith, Davion	SBVC	First Year Experience	01/02/19	06/30/19
Stone, Floyd	SBVC	Criminal Justice	01/01/19	06/30/19
Subero, Xyana	SBVC	First Year Experience	01/02/19	06/30/19
Szumski, Edward	SBVC	Developmnet & Community Relations	01/02/19	06/30/19
Torres, Guiselle	SBVC	Chemistry	01/02/19	06/30/19
Trujillo, Armand	SBVC	First Year Experience	01/02/19	06/30/19
Trujillo, Kathryn	SBVC	First Year Experience	01/02/19	06/30/19
Truong, Cherish	SBVC	Chemistry	01/02/19	06/30/19
Ubani, Amarachi	SBVC	First Year Experience	01/02/19	06/30/19
Valadez, Eloy	SBVC	First Year Experience	01/02/19	06/30/19
Valdez, Diamond	SBVC	First Year Experience	01/02/19	06/30/19
Velazquez, Valerie	SBVC	First Year Experience	01/02/19	06/30/19
Villalobos, Kenneth	SBVC	Athletics	01/02/19	06/30/19
Villarreal, Nathan	SBVC	First Year Experience	01/02/19	06/30/19
Villegas, Lissette	SBVC	First Year Experience	01/02/19	06/30/19
Viveros, Cristian	SBVC	First Year Experience	01/02/19	06/30/19
Walker, Vonte	SBVC	First Year Experience	01/02/19	06/30/19
Wilkey, Jordan	SBVC	First Year Experience	01/02/19	06/30/19
Woodard, Amuria	SBVC	First Year Experience	01/02/19	06/30/19

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Revise Professional Expert and Short-Term Hourly Rates of Pay Schedules

RECOMMENDATION

It is recommended that the Board of Trustees approve the revised Professional Expert and Short-Term Hourly Rates of Pay schedules effective January 1, 2019 as attached.

OVERVIEW

Two issues are addressed in this board item:

1. California state minimum wage will increase to \$12.00 per hour on January 1, 2019. To comply with the increase, the minimum hourly rate for hourly and student worker employees will increase to \$12.00.
2. An internal analysis was conducted to review the current assignment titles and pay rates for Professional Experts performing service in the Police Academy at San Bernardino Valley College. It was determined that the current hourly rates for these assignments are well below the median in comparable positions at surrounding community colleges and academies. Facilitators in this program are in high demand and SBCCD's below median rate of pay is resulting in a challenge to attract and retain qualified persons for the program.

ANALYSIS

1. The positions affected will by the increase in minimum wage are Camera and Lighting Technician, Closed Caption Editor I, RTVF Intern I, Tutor I, TV Closed Captioning, Model/Draped, and Project Assistant I. The \$1.00 increase will also be applied to RTVF Intern II and III, Tutor II and III, and Project Assistant II and III, in order to maintain a salary differential between the three titles.
2. The proposed changes to assignments and rates in the Police Academy at San Bernardino Valley College eliminate the Criminal Justice Academy Liaison, Safety Facilitator, and

Evaluator positions, and revise the Police Science Facilitator/Instructor and Police Tactical Officer positions.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The financial implications of this board item will be included in the appropriate budgets.



Professional Expert Rates of Pay

Submitted for Board Approval December 13, 2018

Effective January 1, 2019

[v.11.24.2018.p.1|3]

PROFESSIONAL EXPERT ASSIGNMENT	HOURLY RATE
3D Animator	\$25.00 to \$40.00
Adult Education Planning Grant Coordinator	\$40.00
Assistant Instructor	\$20.00
Bilingual Translator/Interviewer	\$20.00
Business and Resources Development Consultant	\$60.00
CAHSEE Facilitator	\$50.00
Camera & Lighting Technician	\$12.00 to \$20.00
Clinical Instructor	\$20.00
Closed Caption Editor I	\$12.00 to \$15.00
Closed Caption Editor II	\$16.00 to \$20.00
Closed Caption Editor III	\$21.00 to \$30.00
Content Specialist (FNX and Marketing & Public Relations)	\$15.00 to \$40.00
Counseling Trainee	\$15.00
Criminal Justice Academy Liaison	\$30.00
CTE Transition Coordinator	\$20.00 to \$30.00
Guardian Scholars and Dreams Liaison (Categorical)	\$45.00
Editor (KVCR, FNX, Pledge Drive)	\$18.00 to \$30.00
EMT-1 Skills Laboratory Assistant	\$12.00
EMT(EMS)/Respiratory Care/Fire Tech PE/ASL Specialist	\$30.00
Fire Academy Instructor	\$45.00
Fire Agility Group Leader/Proctor	\$12.50
Fire Operations Specialist	\$55.00
Flight Simulator Repair	\$30.00
Foster Parenting Education	\$45.00
GIS Technician	\$18.00 to \$24.00
Grant Program Assistant (Categorical)	\$35.00
Grant Writer I/II/III	\$30.00/\$40.00/\$55.00
Human Resources Recruiter	\$20.00
Interpreting/Transliterating Level I (0-2 yrs of exp & pass evaluation)	\$18.00
Interpreting/Transliterating Level II (2-4 yrs of exp & pass evaluation)	\$21.00
Interpreting/Transliterating Level III (4-5 yrs of exp & pass evaluation)	\$24.00
Interpreting/Transliterating Level IV (5-6 yrs of exp or RID & pass evaluation)	\$27.00
Laboratory Instructor	\$20.00
Mental Health Educator/Counselor Intern	\$55.00
Nurse Practitioner I (1-2 years of SBCCD experience)	\$55.00
Nurse Practitioner II (3-5 years of SBCCD experience)	\$60.00



Professional Expert Rates of Pay

Submitted for Board Approval December 13, 2018

Effective January 1, 2019

[v.11.24.2018,p.2|3]

PROFESSIONAL EXPERT ASSIGNMENT	HOURLY RATE
Nurse Practitioner III (6+ years of SBCCD experience)	\$65.00
Physician	\$30.00
Pharmacy Technology Accreditation Coordinator	\$30.00 to \$50.00
Police Science Facilitator/ Instructor Evaluator	\$35.00 \$50.00
Police Tactical Officer/ RTO	\$28.00 \$35.00
Policy Analyst	\$60.00
Post Masters Counseling Associate I / II / III	\$25.00/\$30.00/\$35.00
Primary Instructor	\$25.00
Program Assistant	\$20.00 to \$49.00
Project Evaluator	\$40.00
Project Manager	\$75.00
Public Information Specialist	\$65.00
Radiologic Technology Specialist	\$30.00
Respiratory Care Clinical	\$40.00
Risk Management Coordinator	\$28.00
RTVF Intern I / II / III	\$12.00 / \$13.00 / \$14.00
Safety Facilitator	\$19.00 \$25.00
Social Media Specialist (FNX & Marketing & Public Relations)	\$21.00 to \$25.00
Special Events Planner	\$25.00 to \$35.00
Staff Writer/Photographer	\$16.00 to \$20.00
State Fire Training Instructor	\$55.00
Tech Prep	\$30.00
Training Specialist	\$19.00
Tutor I / II / III	\$12.00 / \$13.50 / \$15.50
TV Closed Captioning	\$12.00 to \$15.00
Veteran's Resource Specialist	\$50.00
Workforce Development/PDC Trainer	\$15.00 to \$100.00 or up to 85% of enrollment, or up to 60% of net
Strengths Educator/Coach	\$49.00

PROFESSIONAL EXPERT ASSIGNMENT	SESSION RATE
Foster Parent Host	\$25.00
Musician	\$75.00



Professional Expert Rates of Pay

Submitted for Board Approval December 13, 2018
Effective January 1, 2019

[v.11.24.2018,p.3|3]

PROFESSIONAL EXPERT ASSIGNMENT	DAILY RATE
Evaluator <i>(per scenario)</i>	\$150.00
Theatre Production Assistant	\$500.00
CPR/Lifeguard Certification Facilitator	\$200.00 to \$300.00
Consultant	\$300.00 to \$500.00

PROFESSIONAL EXPERT ASSIGNMENT	SEMESTER RATE
Faculty Intern	\$600.00
Future Teacher Intern	\$300.00
Grant Assignment	\$300.00
Medical Director (EMT)	\$3,500.00
Medical Director (Respiratory Care)	\$3,000.00



Short-Term Hourly Rates of Pay

Submitted for Board Approval December 13, 2018
Effective January 1, 2019

[v.11.24.2018.p.1|1]

SHORT-TERM ASSIGNMENT	HOURLY RATE
Accompanist	\$16.00
Driver	\$15.00
Lifeguard	\$12.00
Model-Draped	\$12.00
Model-Undraped	\$16.00
Project Assistant I / II / III	\$12.00 / \$13.50 / \$15.50

SBCCD shall utilize short-term hourly, non-academic employees in accordance with California Education Code Section 88003.

These rules apply to employees who are not members of the classified service as defined by the California Education Code Section 88003. The District has limited a temporary hourly employee to no more than 175 days. Short-term temporary hourly employees are not eligible to work more than 40 hours per week or more than 8 hours per day.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

PREPARED BY: Kristina Hannon, Executive Director, Human Resources

DATE: December 13, 2018

SUBJECT: Consideration of Ratification of Professional Expert, Short-Term, and Substitute Employees

RECOMMENDATION

It is recommended that the Board of Trustees ratify the employment of Professional Expert, Short-Term, and Substitute Employees as indicated on the attached list.

OVERVIEW

Per SBCCD Administrative Procedure 7110, in the case of short-term hourly/substitute and student employees, the Board has delegated the Chancellor or his/her designee as the authorizing agent for hire. The attached list of Professional Expert, Short-Term, and Substitute Employees is certified to be in accordance with California Education Code section 88003.

ANALYSIS

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

- **Professional Expert:** California Education Code allows districts to go outside the classified service when the scope of work is discrete and temporary and requires expertise not available within the classified service. Requesting departments certify by defining the project, identifying an end date for the project, and continued employment is contingent on continued demand and/or funding.
- **Short-Term:** California Education Code 88003 allows districts to employ on a temporary basis, to perform a service for the district. Short-Term employees upon completion of the service, or similar services, will not be extended or needed on a continuous basis.
- **Substitute:** California Education Code 88003 allows districts to employ substitute employees to replace a classified employee temporarily absent from duty, or if the district is recruiting to hire a vacant position.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost of employment for these employees is included in the appropriate budget.



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018.p.1|20]

Professional Expert

	Duties	From	To	Hourly Rate
Yamamoto, June CHC Career Education & Human Development	Business and Resources Development Consultant	1/1/19	6/30/19	\$60.00
Smith, Veronica CHC Career Education & Human Development	Grant Program Assistant	1/1/19	6/30/19	\$35.00
Rodriguez, Heather CHC Career Education & Human Development	Program Assistant	1/1/19	6/30/19	\$20.00
Braden, Andrew CHC Health and Wellness Center	Counseling Trainee	1/1/19	6/30/19	\$15.00
Crabtree, Kailey CHC Health and Wellness Center	Counseling Trainee	1/1/19	6/30/19	\$15.00
Rehman, Ibtehaj CHC Health and Wellness Center	Counseling Trainee	1/1/19	6/30/19	\$15.00
Agyemang-Boakye, Gilbert CHC Health and Wellness Center	Nurse Practitioner I	1/1/19	6/30/19	\$55.00
Gutierrez, Laura CHC Health and Wellness Center	Post Masters Counseling Associate I	1/1/19	6/30/19	\$25.00
Cook, Bruce CHC Kinesiology	Program Assistant	1/16/19	6/1/19	\$30.00
Boyd, Lindsey CHC Marketing & Public Relations	Content Specialist	7/1/18	12/30/18	\$20.00
Mekbib, Hawariawe CHC Marketing & Public Relations	Content Specialist	10/22/18	12/30/18	\$25.00
Fuller, Brent CHC Public Safety & Emergency Services	Lab Instructor / Primary Instructor / EMS Specialist	12/14/18	12/31/18	\$20.00/ \$25.00/ \$30.00
Kelly, Claire CHC Public Safety & Emergency Services	Lab Instructor / Primary Instructor / EMS Specialist	12/14/18	12/31/18	\$20.00/ \$25.00/ \$30.00
Anderson, Debra CHC Radiologic Technology Program	Radiologic Technology Specialist	1/1/19	6/30/19	\$30.00
Sehult, Roger CHC Respiratory Care Department	Medical Director	1/1/19	6/30/19	\$3,000/ semester
Berry, Emily CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Buan-Rinen, Ernest CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Flores, Allison CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Gaulke, Dawn CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018.p.2|20]

Professional Expert

	Duties	From	To	Hourly Rate
Horton, William CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Iniguez, David CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Manzano, David CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Morris, Nicholas CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Nguyen, Nicholas CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Parker, Jacob CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Pirrello, Debra CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Qureshi, Altaf CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Rafeedie, Nidal CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Rives, Lori CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Roberts, James CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Stuart, Timothy CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Suruy, Margarita CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Westholder, Joshua CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Winter, Daniel CHC Respiratory Care Department	Respiratory Care Clinical	1/10/19	6/30/19	\$40.00
Baroi, Joanna CHC Tutoring Center	Tutor I	1/7/19	6/30/19	\$12.00
Eminzade, Nigar CHC Tutoring Center	Tutor I	1/7/19	6/30/19	\$12.00
Erwin, Elizabeth CHC Tutoring Center	Tutor I	1/7/19	6/30/19	\$12.00
Gross, Russell CHC Tutoring Center	Tutor I	1/7/19	6/30/19	\$12.00
Ibarra, Amy CHC Tutoring Center	Tutor I	1/7/19	6/30/19	\$12.00
Kemmerer, Nathaniel CHC Tutoring Center	Tutor I	1/7/19	6/30/19	\$12.00
Morales, Hiromi CHC Tutoring Center	Tutor I	1/7/19	6/30/19	\$12.00



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018.p.3|20]

Professional Expert

	Duties	From	To	Hourly Rate
Payawal, Mig Jordan CHC Tutoring Center	Tutor I	1/7/19	6/30/19	\$12.00
Se, Golden CHC Tutoring Center	Tutor I	1/7/19	6/30/19	\$12.00
Baker, Jacob CHC Tutoring Center	Tutor II	1/2/19	6/30/19	\$13.50
Belton, Lashan CHC Tutoring Center	Tutor II	1/2/19	6/30/19	\$13.50
Buiter, Sherry CHC Tutoring Center	Tutor II	1/7/19	6/30/19	\$13.50
Cannon, Jason CHC Tutoring Center	Tutor II	1/7/19	6/30/19	\$13.50
DeAmaya, Brenda CHC Tutoring Center	Tutor II	1/2/19	6/30/19	\$13.50
Dickey, Samantha CHC Tutoring Center	Tutor II	1/7/19	6/30/19	\$13.50
Ferras, Sabrina CHC Tutoring Center	Tutor II	1/7/19	6/30/19	\$13.50
Garcia-Loza, Alberto CHC Tutoring Center	Tutor II	1/2/19	6/30/19	\$13.50
Hasuka, Syunsuke CHC Tutoring Center	Tutor II	1/2/19	6/30/19	\$13.50
Henricks, Aubrey CHC Tutoring Center	Tutor II	1/7/19	6/30/19	\$13.50
Jauregui, Mirtha CHC Tutoring Center	Tutor II	1/2/19	6/30/19	\$13.50
Kemmerer, Austin CHC Tutoring Center	Tutor II	1/7/19	6/30/19	\$13.50
Lair, Helen CHC Tutoring Center	Tutor II	1/2/19	6/30/19	\$13.50
Loreto, Giovanni CHC Tutoring Center	Tutor II	1/2/19	6/30/19	\$13.50
Miller, Marissa CHC Tutoring Center	Tutor II	1/2/19	6/30/19	\$13.50
Pasillas, Michael CHC Tutoring Center	Tutor II	1/2/19	6/30/19	\$13.50
Pelayo, Cenia CHC Tutoring Center	Tutor II	1/7/19	6/30/19	\$13.50
Verdin, Zurisaddai CHC Tutoring Center	Tutor II	1/7/19	6/30/19	\$13.50
Brinkerhoff, Jonathan CHC Tutoring Center	Tutor III	1/7/19	6/30/19	\$15.50
Castillo, Brandon CHC Tutoring Center	Tutor III	1/7/19	6/30/19	\$15.50



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018,p.4|20]

Professional Expert

	Duties	From	To	Hourly Rate
Hatcher, Jennifer CHC Tutoring Center	Tutor III	1/7/19	6/30/19	\$15.50
Montejano, Jordan CHC Tutoring Center	Tutor III	1/7/19	6/30/19	\$15.50
Lange, David CHC Veterans Resource Center	Mental Health Educator / Counselor Intern	1/1/19	6/30/19	\$55.00
Coulon-Jackson, Regina DIST EDCT	Program Assistant	12/13/18	12/31/18	\$20.00
Coulon-Jackson, Regina DIST EDCT	Program Assistant	1/1/19	6/30/19	\$20.00
Nair, Avikaash DIST EDCT <i>*amended start date</i>	Program Assistant	10/22/18*	12/31/18	\$35.00
Olma, Tayte DIST EDCT	Program Assistant	1/1/19	6/30/19	\$40.00
Romo, Lucinda DIST EDCT	Program Assistant	1/1/19	6/30/19	\$20.00
Williams, Clyde DIST EDCT	Special Events Planner	1/1/19	6/30/19	\$30.00
Phaymonie, Judy DIST EDCT	Staff Writer / Photographer	1/1/19	6/30/19	\$17.00
Treto, Pablo DIST EDCT	Staff Writer / Photographer	1/1/19	6/30/19	\$17.00
Bevenflorez Jr., Gilbert DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$60.00
Bevenflorez Jr., Gilbert DIST EDCT	Workforce Development / PDC Trainer	10/15/18	12/31/18	\$60.00
Manznokov, Ivan DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$15.00
Nevares, Juan DIST EDCT	Workforce Development / PDC Trainer	11/10/18	12/31/18	\$15.00
Nevares, Juan DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$15.00
Sharp, Christian DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$15.00
Alfrey, Brenda DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$50.00
Boylin, Dennis DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$50.00
Brooks Henson, Sophia DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$55.00
Burgraff, Roger DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$80.00



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018,p.5|20]

Professional Expert

	Duties	From	To	Hourly Rate
Cain, Marlene DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$50.00
Campero, Lilieth DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$20.00
Ehrlich, Rosina DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$50.00
Ellison, Tamara DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$80.00
Flores, Briana DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$15.00
Gipson, Daniel DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$50.00
Gonzalez, Procoro DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$50.00
Gonzalez, Tina DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$15.00
Hawkins, Shoshana DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$55.00
Hillard, Roger DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$60.00
Hunter, Glenn DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$60.00
Jackson, Davil DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$30.00 to \$60.00
Lampa, Romeo DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$50.00
Lester, Wendy DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$25.00
Miller, Michael DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$62.50
Myler, Kaitlyn DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$18.00
Nair, Avikaash DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$35.00
Napoli, William DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$70.00
Ortiz, Frank DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$60.00
Ortiz, Vanessa DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$50.00
Perez-Negron, Alfredo DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$60.00
Radney, Charles DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$55.00



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018,p.6|20]

Professional Expert

	Duties	From	To	Hourly Rate
Romero, Markazan DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$75.00
Rounds, Mike DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$80.00
Stephens, Edwin DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$75.00
Valle, Samuel DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$50.00
Variyam ,Biju DIST EDCT	Workforce Development / PDC Trainer	1/1/19	6/30/19	\$50.00
Trussell, Brandon DIST Marketing, Public Affairs & Government Relations	Content Specialist	1/1/19	6/30/19	\$20.00
Dang, Camille SBVC Applied Technology, Transportation & Culinary Arts Division	Program Assistant	1/1/19	6/30/19	\$49.00
Jones, Edward SBVC Applied Technology, Transportation & Culinary Arts Division	Program Assistant	1/1/19	6/30/19	\$20.00
Mulverhill, Nichole SBVC Applied Technology, Transportation & Culinary Arts Division	Program Assistant	11/9/18	12/21/18	\$20.00
Salazar, Miguel SBVC Applied Technology, Transportation & Culinary Arts Division	Program Assistant	1/1/19	6/30/19	\$20.00
Bent, Steven SBVC Applied Technology, Transportation & Culinary Arts Division / Electricity-Electronics	Program Assistant	1/1/19	6/30/19	\$20.00
Diaz, Alex SBVC Applied Technology, Transportation & Culinary Arts Division / Electricity-Electronics	Program Assistant	1/1/19	6/30/19	\$20.00
Felix, Manika SBVC Applied Technology, Transportation & Culinary Arts Division / Electricity-Electronics	Program Assistant	1/1/19	6/30/19	\$20.00
Funn, Wayne SBVC Applied Technology, Transportation & Culinary Arts Division / Electricity-Electronics	Program Assistant	1/1/19	6/30/19	\$20.00
Gutierrez, Nicole SBVC Applied Technology, Transportation & Culinary Arts Division / Electricity-Electronics	Program Assistant	1/1/19	6/30/19	\$20.00



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018,p.7|20]

Professional Expert

	Duties	From	To	Hourly Rate
Lu, Brian SBVC Applied Technology, Transportation & Culinary Arts Division / Electricity-Electronics	Program Assistant	1/1/19	6/30/19	\$20.00
Peterson, Neil SBVC Applied Technology, Transportation & Culinary Arts Division / Electricity-Electronics	Program Assistant	1/1/19	6/30/19	\$20.00
Sauer, Tracy SBVC Applied Technology, Transportation & Culinary Arts Division / Electricity-Electronics	Program Assistant	1/1/19	6/30/19	\$20.00
Veles, Diana SBVC Arts & Humanities: Supplemental Instruction	Tutor II	11/9/18	12/13/18	\$13.50
Nahuat, Wendy SBVC CalWORKS & Workforce Development	Program Assistant	1/2/19	6/30/19	\$20.00
Pang, Sonja SBVC Development & Community Relations	Special Events Planner	1/2/19	6/30/19	\$30.00
Valencia, Samantha SBVC Development & Community Relations	Staff Writer / Photographer	1/2/19	6/30/19	\$25.00
Bojorquez Gonzalez, Manuel SBVC Disabled Student Programs & Services	Assistant Instructor	1/1/19	6/30/19	\$20.00
Mendoza, Jorge Armando SBVC Disabled Student Programs & Services	Assistant Instructor	1/1/19	6/30/19	\$20.00
Sheldon, Patrick SBVC Disabled Student Programs & Services	Assistant Instructor	1/1/19	6/30/19	\$20.00
Alvarez Lara, Antonio SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level I	1/1/19	6/30/19	\$18.00
Carrera, Angelia V SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level I	1/1/19	6/30/19	\$18.00
Colquette, Renee Allison SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level I	1/1/19	6/30/19	\$18.00
Crabtree, Amanda SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level I	1/1/19	6/30/19	\$18.00



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018,p.8|20]

Professional Expert

	Duties	From	To	Hourly Rate
Gillis, Alex SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level I	1/1/19	6/30/19	\$18.00
Guerrero, Stephanie SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level I	1/1/19	6/30/19	\$18.00
Martinez Porter, Alisha SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level I	1/1/19	6/30/19	\$18.00
Zappia, Nathaniel SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level I	1/1/19	6/30/19	\$18.00
Ellen, Marlon SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level II	1/1/19	6/30/19	\$21.00
Mele, Aimee SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level II	1/1/19	6/30/19	\$21.00
Nunez, Roberto SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level II	1/1/19	6/30/19	\$21.00
Picker, Krista SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level II	1/1/19	6/30/19	\$21.00
Steward, Lashon SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level II	1/1/19	6/30/19	\$21.00
Trevino, Catherine SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level II	1/1/19	6/30/19	\$21.00
Covarrubias, Albert SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level III	1/1/19	6/30/19	\$24.00
Ramirez, Rocio SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level III	1/1/19	6/30/19	\$24.00
Rodriguez Valencia, Javier SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level III	1/1/19	6/30/19	\$24.00
Smith, Steffany SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level III	1/1/19	6/30/19	\$24.00
Cable, Melissa SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level IV	1/1/19	6/30/19	\$27.00



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018,p.9|20]

Professional Expert

	Duties	From	To	Hourly Rate
Guevara, Evan SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level IV	1/1/19	6/30/19	\$27.00
Santos, Norma SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level IV	1/1/19	6/30/19	\$27.00
Solorzano, Catherine SBVC Disabled Student Programs & Services	Interpreting / Transliterating Level IV	1/1/19	6/30/19	\$27.00
Belton, Lashan SBVC Dual / Concurrent Enrollment	Program Assistant	1/1/19	6/30/19	\$25.00
Miller, Kimberly SBVC Dual / Concurrent Enrollment	Program Assistant	1/1/19	6/30/19	\$30.00
Morales, Brenda SBVC Dual / Concurrent Enrollment	Program Assistant	1/1/19	6/30/19	\$25.00
Tenorio, John SBVC Dual / Concurrent Enrollment	Program Assistant	1/1/19	6/30/19	\$25.00
Arteago, Elisa SBVC Foster & Kinship Care Education	Foster Parenting Education	1/2/19	6/30/19	\$45.00
Bolivar, Luis Fernando SBVC Foster & Kinship Care Education	Foster Parenting Education	1/2/19	6/30/19	\$45.00
Bradley, Vernon SBVC Foster & Kinship Care Education	Foster Parenting Education	1/2/19	6/30/19	\$45.00
Cooper, Wanda SBVC Foster & Kinship Care Education	Foster Parenting Education	1/2/19	6/30/19	\$45.00
Crain, Daniel SBVC Foster & Kinship Care Education	Foster Parenting Education	1/2/19	6/30/19	\$45.00
Dixon, Karen SBVC Foster & Kinship Care Education	Foster Parenting Education	1/2/19	6/30/19	\$45.00
Hernandez, Rosalinda SBVC Foster & Kinship Care Education	Foster Parenting Education	1/2/19	6/30/19	\$45.00
Hosea, Keith SBVC Foster & Kinship Care Education	Foster Parenting Education	1/2/19	6/30/19	\$45.00
Lane, Wandalyn SBVC Foster & Kinship Care Education	Foster Parenting Education	1/2/19	6/30/19	\$45.00
Razo, Jorge SBVC Foster & Kinship Care Education	Foster Parenting Education	1/2/19	6/30/19	\$45.00
Castaneda, Savannah SBVC Marketing & PR	Staff Writer / Photographer	1/1/19	6/30/19	\$16.00
Schor, Stacy SBVC Marketing & PR	Staff Writer / Photographer	1/1/19	6/30/19	\$18.00
Aguilera, Alejandra SBVC Marketing & Public Relations	Content Specialist	1/2/19	6/30/19	\$30.00



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018.p.10|20]

Professional Expert

	Duties	From	To	Hourly Rate
Baylon, Eleanor SBVC Marketing & Public Relations	Content Specialist	1/2/19	6/30/19	\$25.00
Boutsayaphat, Jason SBVC Marketing & Public Relations	Content Specialist	1/2/19	6/30/19	\$20.00
Camacho, Joshua SBVC Marketing & Public Relations	Content Specialist	1/2/19	6/30/19	\$20.00
Castro, Omar SBVC Marketing & Public Relations	Content Specialist	8/8/18	12/31/18	\$25.00
Castro, Omar SBVC Marketing & Public Relations	Content Specialist	1/2/19	6/30/19	\$25.00
Garcia, Catherine SBVC Marketing & Public Relations	Content Specialist	1/2/19	6/30/19	\$30.00
Notarangelo, Maria SBVC Marketing & Public Relations	Content Specialist	1/2/19	6/30/19	\$25.00
Spano, Jordan SBVC Marketing & Public Relations	Content Specialist	1/2/19	6/30/19	\$30.00
Townsend, Brian SBVC Marketing & Public Relations	Content Specialist	1/2/19	6/30/19	\$30.00
White, Jacy SBVC Marketing & Public Relations	Content Specialist	1/2/19	6/30/19	\$30.00
Luna, Oscar SBVC Marketing & Public Relations	Social Media Specialist	1/2/19	6/30/19	\$25.00
Godoy, Lavar SBVC Marketing & Public Relations	Staff Writer / Photographer	1/2/19	6/30/19	\$16.00
Saucedo-Daniel, Jorge SBVC Mathematics, Business & Computer Information Technology	Grant Program Assistant	1/1/19	6/30/19	\$35.00
Fierro, Dorothy SBVC Nursing	Program Assistant	1/2/19	6/30/19	\$25.00
Asboth, Gus SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Boatwright, Horace SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Boswell, Ben SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Campa, Eric SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Chencharick, John SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018.p.11|20]

Professional Expert

	Duties	From	To	Hourly Rate
Corral, Robert SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Enciso, Anthony SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Engen, James SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Garcia, Ronald SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Gardner, Lonnie SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Gascon, Maria SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Green, Kenneth SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Holsapple, Jeffrey SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Houser, Dennis SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Hyde, Robert SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Jones, Lynnette SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Klug, Jeffrey SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Koch, Brandon SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Lewis, Rosalind W. SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Martinez, Will SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018.p.12|20]

Professional Expert

	Duties	From	To	Hourly Rate
McChristian, Julius SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
McGreevy, William SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Nass, Alan SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Paulino, Joseph SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Randolph, Robert SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Robinson, Eric SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Robles, Francisco SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Schmidt, Randy SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Schoen, Nicholas SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Schroeder, Paul SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Sean Ramos SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Skinner, Douglas SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Stanzione, Charles SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Stuart, Doris SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Sutcliffe, James SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018.p.13|20]

Professional Expert

	Duties	From	To	Hourly Rate
Wolfe, Brian SBVC Police Academics / Criminal Justice	Police Tactical Officer/RTO; Police Science Facilitator/ Evaluator	1/1/19	6/30/19	\$35/\$50
Guerra, Lisa SBVC Police Academies / Criminal Justice	Facilitator / Evaluator / Safety Facilitator	11/9/18	12/31/18	\$35/hr / \$150/session / \$25/hr
Caldera, Andrea SBVC Student Success Center / Academic Success & Learning Services	Program Assistant	1/2/19	6/30/19	\$25.00
Gonzalez, Pedro SBVC Student Success Center / Academic Success & Learning Services	Program Assistant	1/2/19	6/30/19	\$49.00
Cardenas, David SBVC Student Success Center / Academic Success & Learning Services	Tutor I	1/2/19	6/30/19	\$12.00
Martinez, Erik SBVC Student Success Center / Academic Success & Learning Services	Tutor I	1/2/19	6/30/19	\$12.00
Martinez, Raul SBVC Student Success Center / Academic Success & Learning Services	Tutor I	1/1/19	6/30/19	\$12.00
Wilkey, Maile SBVC Student Success Center / Academic Success & Learning Services	Tutor I	1/2/19	6/30/19	\$12.00
Vasquez, Abel SBVC Student Success Center / Academic Success & Learning Services	Tutor I	1/2/19	6/30/19	\$12.00
Acosta, Gustavo SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Acosta, Laura SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Arreola, Joseph SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Chavez, Noe SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Cisneros, Richard SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Duran, Henry SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018.p.14|20]

Professional Expert

	Duties	From	To	Hourly Rate
Eyler, John SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Flores, Edwin SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Gonzalez-Reyes, Antonio SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Huynh, Minh SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Kasouha, Samar SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Kim, Hun Sok SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Kinzel, Charles SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Mendoza, Jonathan SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Patel, Jason SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Rodriguez, Salvador SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Rodriguez, Steven SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Rojas, Salvador SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Sanchez, Giselle SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Valetina, Kasandra SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Vega, Janet SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018.p.15|20]

Professional Expert

	Duties	From	To	Hourly Rate
Velazquez, Luis SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Cobb, Karissa SBVC Student Success Center / Academic Success & Learning Services	Tutor II	1/2/19	6/30/19	\$13.50
Duran, Nancy SBVC Student Success Center / Academic Success & Learning Services	Tutor III	1/2/19	6/30/19	\$15.50
Nguyen, Michael SBVC Student Success Center / Academic Success & Learning Services	Tutor III	1/2/19	6/30/19	\$15.50
Perez, Ebony SBVC Student Success Center / Academic Success & Learning Services	Tutor III	1/2/19	6/30/19	\$15.50
Pham, Thuy SBVC Student Success Center / Academic Success & Learning Services	Tutor III	1/2/19	6/30/19	\$15.50
Valdez, Raquel SBVC Student Success Center / Academic Success & Learning Services	Tutor III	1/2/19	6/30/19	\$15.50
Sendejo, Sandy SBVC Veterans Resource Center	Tutor III	1/1/19	6/30/19	\$15.50

Short-Term

	Duties	From	To	Hourly Rate
Carso, Christopher CHC Aquatics	Lifeguard	1/2/19	6/30/19	\$12.00
Durkee, Nicole CHC Aquatics	Lifeguard	1/2/19	6/30/19	\$12.00
Hamilton, Brendon CHC Aquatics	Lifeguard	1/2/19	6/30/19	\$12.00
Holguin, Dominique CHC Aquatics	Lifeguard	1/2/19	6/30/19	\$12.00
Kunf, Alek CHC Aquatics	Lifeguard	1/2/19	6/30/19	\$12.00
Riggs, Jacob CHC Aquatics	Lifeguard	1/2/19	6/30/19	\$12.00
Sheble, Andrew CHC Aquatics	Lifeguard	1/2/19	6/30/19	\$12.00
Van Hoozen, Meagan CHC Aquatics	Lifeguard	1/2/19	6/30/19	\$12.00



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018,p.16|20]

Short-Term

	Duties	From	To	Hourly Rate
Borden, Christian CHC Aquatics	Project Assistant II	1/2/19	6/30/19	\$13.50
Corona, Eric CHC Aquatics	Project Assistant II	1/2/19	6/30/19	\$13.50
Gomez, Jasmine CHC Aquatics	Project Assistant II	1/2/19	6/30/19	\$13.50
Michelson, Leonard CHC Aquatics	Project Assistant II	1/2/19	6/30/19	\$13.50
Mwaniki, Millicent CHC Aquatics	Project Assistant II	1/2/19	6/30/19	\$13.50
Nunez, Albert CHC Aquatics	Project Assistant II	1/2/19	6/30/19	\$13.50
Salinas, Jakob CHC Aquatics	Project Assistant II	1/2/19	6/30/19	\$13.50
Loreto, Yesenia SBVC Counseling & Matriculation	Project Assistant I	1/1/19	6/30/19	\$12.00
Quintero, Alejandra SBVC Counseling & Matriculation	Project Assistant I	1/1/19	6/30/19	\$12.00
Ramirez, Jesse SBVC Counseling & Matriculation	Project Assistant I	1/1/19	6/30/19	\$12.00
Almaguer, Marissa SBVC Counseling & Matriculation	Project Assistant III	1/2/19	6/30/19	\$15.50
Gonzales, Manuel SBVC Counseling & Matriculation	Project Assistant III	1/2/19	6/30/19	\$15.50
Grant, Shaneikah SBVC Counseling & Matriculation	Project Assistant III	1/1/19	6/30/19	\$14.50
Christopher, Alicia SBVC Research & Planning	Project Assistant I	1/2/19	6/30/19	\$12.00
Lopez, Andy SBVC Research & Planning	Project Assistant I	1/2/19	6/30/19	\$12.00
Laguna, Tania SBVC Student Equity & Success Division	Project Assistant III	1/1/19	6/30/19	\$15.50
Laguna, Tania SBVC Student Equity & Success Division	Project Assistant III	12/4/18	12/31/18	\$14.50

Substitute

	Duties	From	To	Hourly Rate
Cardenas, Gilda CHC CDC <i>Extension: On call sick/vacation coverage</i>	Child Development Assistant	10/05/18	12/04/18	\$15.89



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018,p.17|20]

Substitute

	Duties	From	To	Hourly Rate
Scott, Mary CHC CDC <i>Extension: Vacancy in active recruitment.</i>	Child Development Assistant	10/05/18	12/04/18	\$15.89
Eastlake, Michael CHC Campus Technology Services <i>Extension: On call vacancy in active recruitment/sick/vacation coverage.</i>	Technology Support Specialist I	11/1/18	12/31/18	\$30.22
Shalhoub, Irene CHC Child Development Center <i>New: On call - sick/vacation coverage</i>	Child Development Assistant	10/17/18	12/14/18	\$15.89
Escamilla, Micah CHC DSPS <i>VAC: On Call vacancy in active recruitment/sick/vacation coverage</i>	Senior Student Services Technician	10/8/18	12/8/18	\$24.79
Hanna, Samuel CHC Facilities <i>New: Vacancy in recruitment</i>	Grounds Caretaker	10/15/18	11/8/18	\$18.90
Cox, Laura CHC Library <i>Ext: Sick/vacation coverage and vacancy</i>	Library Technical Assistant II	10/5/18	12/5/18	\$22.46
Appleby, Farrah CHC Office of Instruction <i>New: On call sick/vacation/CSEA activities for Ginger Sutphin</i>	Administrative Secretary	11/16/18	1/16/19	\$24.19
Harwood-Modrak, Shaina CHC Resource Development <i>VAC: On call vacancy in active recruitment/sick/vacation coverage</i>	Account Clerk II	10/8/18	12/8/18	\$20.35
Mesa, Krystal DIST EDCT <i>Extension: Vacancy in active recruitment</i>	Secretary II	11/16/18	1/15/19	\$21.92
Rendon, Marlies DIST Facilities Planning & Construction <i>Other: Sick/vacation coverage</i>	Custodian	11/1/18	12/31/18	\$18.90
Bates II, Dedrick DIST Human Resources <i>New: Vacancy in recruitment</i>	HR Generalist	11/5/18	12/13/18	\$30.63
Goodner, Jessica DIST Human Resources <i>New: Vacancy in recruitment</i>	HR Generalist	11/5/18	12/13/18	\$30.63



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018,p.18|20]

Substitute

	Duties	From	To	Hourly Rate
Gallegos, Francis DIST KVCR <i>Ext: Vacancy/sick coverage</i>	Broadcast Operator	11/3/18	12/31/18	\$27.34
Porter, Janine DIST KVCR <i>Ext: Vacancy/subbing for Gordon Saunders</i>	Broadcast Operator	11/2/18	12/31/18	\$24.79
Shaff, Joseph DIST KVCR <i>Ext: Vac/Sick coverage</i>	Broadcast Operator	11/3/18	12/31/18	\$24.79
McCord, Rose DIST Payroll <i>VAC: On call vacancy in active recruitment/sick/vacation coverage</i>	Account Clerk II	10/16/18	12/16/18	\$20.35
Ali, Peter DIST Police Department <i>New: Vacancy in recruitment</i>	College Police Officer	11/13/18	12/14/18	\$33.35
Hall, Suzan SBVC Administrative Services <i>New: Sick/vacation coverage</i>	Administrative Secretary	12/17/18	1/4/19	\$24.19
Arciniega, Antoinette SBVC Admissions & Records <i>New: Vacancy in recruitment</i>	Secretary I	11/13/18	1/13/19	\$19.88
Chow, Michelle SBVC CBO <i>Extension: Vacancy in recruitment</i>	Account Clerk I	10/29/18	12/24/18	\$18.44
Robles, Sandra SBVC Chemistry <i>Extension: Vacancy in recruitment</i>	Laboratory Technician - Chemistry	10/8/18	12/6/18	\$24.79
Molina, Melinda SBVC Child Development Center <i>New: On call sick/vacation coverage</i>	Child Development Assistant	10/1/18	11/29/18	\$15.89
Molina, Melinda SBVC Child Development Center <i>Extension: On call sick/vacation coverage</i>	Child Development Assistant	11/30/18	1/28/19	\$15.89
Ramirez, Irene SBVC Child Development Center <i>Extension: On call sick/vacation coverage</i>	Child Development Assistant	9/12/18	11/9/18	\$15.89
Gilbert, Darlene SBVC Child Development Center <i>New: On call sick/vacation coverage</i>	Child Development Teacher	10/12/18	12/21/18	\$22.87



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018.p.19|20]

Substitute

	Duties	From	To	Hourly Rate
Ramirez, Irene SBVC Child Development Center <i>New: On call sick/vacation coverage</i>	Child Development Teacher	10/1/18	11/28/18	\$22.87
Ramirez, Irene SBVC Child Development Center <i>Extension: On call sick/vacation coverage</i>	Child Development Teacher	11/29/18	12/20/18	\$22.87
Bernasconi, Anna SBVC Custodial <i>New: On call sick/vacation coverage</i>	Custodian I	10/3/18	11/9/18	\$18.90
Bravo, Donna SBVC Custodial <i>New: Vacancy in recruitment/sick/vacation coverage</i>	Custodian I	10/25/18	12/7/18	\$18.90
Gonzalez, Natalie SBVC Custodial <i>Extension: On call/sick/vacation coverage/vacancies in recruitment</i>	Custodian I	10/29/18	12/24/18	\$18.90
Gutierrez, Luis SBVC Custodial <i>Extension: On call/sick/vacation coverage/vacancies in recruitment</i>	Custodian I	11/3/18	12/24/18	\$18.90
Hasson, Eugene SBVC Custodial <i>Extension: On call/sick/vacation coverage/vacancies in recruitment</i>	Custodian I	10/29/18	12/24/18	\$18.90
Huerta, Maria SBVC Custodial <i>Extension: On call/sick/vacation coverage/vacancies in recruitment</i>	Custodian I	10/29/18	12/24/18	\$18.90
Menendez, Dinora SBVC Custodial <i>Extension: On call/sick/vacation coverage/vacancies in recruitment</i>	Custodian I	10/3/18	11/9/18	\$18.90
Rendon, Marlies SBVC Custodial <i>Extension: On call sick/vac coverage</i>	Custodian I	9/17/18	11/16/18	\$18.90
Rendon, Marlies SBVC Custodial <i>Extension: On call/sick/vacation coverage/vacancies in recruitment</i>	Custodian I	11/17/18	12/24/18	\$18.90



Professional Expert, Short-Term & Substitute Employees

Submitted for Board Approval December 13, 2018

[v.11.26.2018,p.20|20]

Substitute

	Duties	From	To	Hourly Rate
Rocha Garcia, Cindi SBVC Custodial <i>Extension: On Call/sick/vacation coverage/vacancies in recruitment</i>	Custodian I	11/3/18	12/24/18	\$18.90
Aguirre, Richard SBVC Food Services <i>New: On call/sick/vacation coverage</i>	Food Service Worker I	10/15/18	12/14/18	\$15.14
Bonilla, Monica SBVC Food Services <i>New: On call/sick/vacation coverage</i>	Food Service Worker I	10/26/18	12/24/18	\$15.14
Hernandez, Gloria SBVC Food Services <i>New: On call/sick/vacation coverage</i>	Food Service Worker I	10/1/18	12/1/18	\$15.14
Martinez, Jamie SBVC Kinesiology <i>New: On call/sick/vacation coverage</i>	Athletic Trainer	10/6/18	12/4/18	\$27.39
Clarke, Christopher SBVC Science <i>Extension: Vacancy in recruitment</i>	Planetarium & Presentation Specialist	10/30/18	12/24/18	\$33.28
Williams, Erin SBVC STAR <i>New: Vacancy in recruitment</i>	Secretary II	10/25/18	12/15/18	\$21.92
Gil, Aida SBVC Student Services <i>Extension: Other - to fill position during out of class assignment</i>	Student Services Technician I	11/9/18	1/7/19	\$20.35

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: December 13, 2018
SUBJECT: Consideration of Approval of Employee Promotions

RECOMMENDATION

It is recommended that the Board of Trustees approve the promotion of SBCCD employees as indicated on the attached list.

OVERVIEW

The promotion of employees on the attached list is submitted for approval.

ANALYSIS

These employees have gone through the recruitment process and are being recommended for promotion.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost of these promotions are included in the appropriate budget.



Employee Promotions

Submitted for Board Approval December 13, 2018

[v.11.24.2018.p.1|1]

	From	To	Salary	Schedule Range Step	New/ Replacing	Fund	Effective Date
Perez, Brandy	Human Resources Coordinator	Human Resources Generalist	\$30.63/hr	Confidential 10A	Shetal Barot	Human Resources	12/14/18

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Accept Employee Resignations

RECOMMENDATION

It is recommended that the Board of Trustees accept the resignation of the employees on the attached list.

OVERVIEW

The resignation of employees on the attached list is being submitted for acceptance.

ANALYSIS

The resignation correspondence has been received by Human Resources.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.



Resignations

Submitted for Board Approval December 13, 2018

[v.11.28.2018.p.1|1]

	Length of Service	Last Date of Employment
Barot, Shetal Human Resources Generalist DIST Human Resources	2.5 months	10/26/18
Marrujo, Monique Senior Student Services Technician CHC DSP&S	7.1 years	10/5/18
Osornio, Angel Custodian/Courier DIST Facilities Planning & Construction	2.9 years	11/21/18

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Accept Employee Retirements

RECOMMENDATION

It is recommended that the Board of Trustees accept the retirements of the employees on the attached list.

OVERVIEW

The retirement of employees on the attached list is being submitted for acceptance.

ANALYSIS

The retirement correspondence has been received by Human Resources.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.



Retirements

Submitted for Board Approval December 13, 2018

[v.12.3.2018.p.1|1]

	Years of Service	Last Date of Employment
Allen, Denise Instructor, Computer Information Systems CHC Computer & Information Science	17	06/30/19 05/31/19
Powell, Roger Instructor, Office Information Systems SBVC Math, Business, & Computer Technology	16.5	12/14/18
Ouellette, Benoit Custodian I SBVC Custodial	14	12/28/18
Buckley, Patrick Instructor, Administration of Justice SBVC Administration of Justice	13	06/30/19
Sanchez, Maria Food Service Worker I SBVC Child Development Center	12	12/20/18

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Appoint District Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve appointment of the employees on the attached list and, as necessary, approve the corresponding employment contracts as well.

OVERVIEW

The employees on the attached list are submitted for approval.

ANALYSIS

All requirements in the employment process have been or will be completed. Employees will not commence work until all requirements are met.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost of employment for these employees is included in the appropriate budget.



Appointment of District Employees

Submitted for Board Approval December 13, 2018

[v.11.28.2018.p.1|2]

	Start Date	Salary Schedule, Range & Step	Hourly Rate	New or Replacing	Fund	Live Scan Clearance
Ali, Peter College Police Officer DIST Police Department	12/14/18	Classified 50A	\$33.35	Daniel Arenas	Police	8/30/18
Harwood-Modrak, Shaina Account Clerk II CHC Resource Development/Foundation	12/14/18	Classified 30A	\$20.35	Lisa Delaney	Resource Development	9/13/18
Reichert, Nicholas Tutoring Coordinator CHC Learning Resource Center	12/14/18	Academic TBD*	TBD	Patricia Quach	Tutoring Center	11/13/18
Jacoby, Janae Human Resources Analyst DIST Human Resources	12/14/18	Confidential 21A	\$40.18	New	Human Resources General Fund	11/13/18
Clements, Kristen Instructor, Emergency Medical Services CHC Emergency Medical Services	1/10/19	Academic TBD*	TBD	Replace	EMS General Fund	TBD [†]
Ward, Amanda Instructor, Emergency Medical Services CHC Emergency Medical Services	1/10/19	Academic TBD*	TBD	Replace	EMS General Fund	12/12/16
Epps, Ethel Clerical Assistant I SBVC Science	1/14/19	Classified 21A	\$16.30	New	MESA Categorical Fund	TBD [†]
Escamilla, Micah Student Services Technician II SBVC Applied Technology	12/17/18	Classified 34A	\$22.46	Norma Campos	Strong Workforce	10/4/18

[†]Live Scan clearance pending; employee will not start without clearance.

*Salary placement to be determined upon verification of education and experience.



Appointment of District Employees

Submitted for Board Approval December 13, 2018

[v.11.28.2018.p.2[2]]

	Start Date	Salary Schedule, Range & Step	Hourly Rate	New or Replacing	Fund	Live Scan Clearance
Caldera, Andrea Tutorial Coordinator SBVC Tutoring Center	12/17/18	Classified 34B	\$23.59	Elizabeth Lopez	Tutorial Center	12/15/17
Aguilar, Maritza Secretary II SBVC Student Life	12/17/18	Classified 33A	\$21.92	Amanda Moody	Student Life	TBD [†]
Holloway, Stacy Human Resources Generalist DIST Human Resources	12/14/18	Confidential 10A	\$30.63	Janet Perez	Human Resources General Fund	TBD [†]
Navarro, Marcela Human Resources Generalist DIST Human Resources	12/14/18	Confidential 10A	\$30.63	New	Human Resources General Fund	TBD [†]
Macias, Jessica Library Technical Assistant II CHC Library	12/14/18	Classified 34B	\$23.59	Elizabeth Mealey	Library General Fund	TBD [†]
Oshiro, Alan Senior Technology Support Specialist CHC Campus Technology Services	12/17/18	Classified 63A	\$46.25	Gino Barabino	Technology Services General Fund	TBD [†]

[†]Live Scan clearance pending; employee will not start without clearance.

*Salary placement to be determined upon verification of education and experience.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Kristina Hannon, Executive Director, Human Resources
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Appoint Interim Managers

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointment of, and ratify the employment contracts for, the employees on the attached list.

OVERVIEW

The employees on the attached list are submitted for approval.

ANALYSIS

All requirements in the employment process have been or will be completed. Employees will not commence work until all requirements are met.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

The cost of employment for these employees is included in the appropriate budget.



Appointment of Interim Managers

Submitted for Board Approval December 13, 2018

[v.11.28.2018.p.1|2]

	Effective Dates	Range & Step	Annual Salary	New or Replacing	Fund	Live Scan Clearance
Benson, Lori Interim Manager, Work Force Development DSN/ICT DIST EDCT	1/1/2019 to 6/30/2019	10C	\$80,265.86	New	EDCT Categorical	6/11/2018
Birkfeld, Keith Interim General Manager – KVCR DIST KVCR	1/1/2019 to 6/30/2019	19G	\$140,652.55	New	KVCR	6/1/2017
Burnham, Lorrie Interim Dean of Science SBVC Science Division	1/1/2019 to 6/30/2019	19D	\$128,369.78	Susan Bangasser	Office of Instruction General	06/05/18
Canova, Vanessa Interim Assistant Manager, Workforce Development DIST EDCT	1/1/2019 to 6/30/2019	4B	\$58,098.75	New	EDCT Categorical	7/12/17
Gilbert, Jeremiah Interim Executive Director of Research, Planning & Institutional Effectiveness DIST TESS	1/1/2019 to 6/30/2019	23C	\$151,353.24	Komal Bandyopadhyay	Chancellor's Office General Fund	9/16/97
Harris, Nicholas Interim Manager, Production, FNX DIST KVCR	12/15/201 8 to 6/30/2019	14C	\$97,563.65	New	KVCR	5/21/2018
Joyce, Roxane Interim Assistant Manager, Workforce Development DIST EDCT	1/1/2019 to 6/30/2019	4C	\$59,895.62	New	EDCT Categorical	7/18/17



Appointment of Interim Managers

Submitted for Board Approval December 13, 2018

[v.11.28.2018.p.2|2]

	Effective Dates	Range & Step	Annual Salary	New or Replacing	Fund	Live Scan Clearance
Mata, Susanne Interim Director, Workforce Development DSN/ICT DIST EDCT	1/1/2019 to 1/20/2019	15D	\$105,610.14	New	EDCT Categorical	10/7/2016

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Steven J. Sutorus, Business Manager
DATE: December 13, 2018
SUBJECT: Consideration of Approval of Professional Services Contracts/Agreements

RECOMMENDATION

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

OVERVIEW

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

ANALYSIS

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

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

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

Contracts for Approval

Scheduled Board Date 12/13/2018

Contract Type

<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<i>Consultants</i>			
CPS HR Consulting	(17518) Provide consulting services for HR classification study Term: 12/1/2018 - 6/30/2019 Funding Source: General Funds	Human Resources/SBCCD	\$98,850.00
Nick Klein Consulting, LLC	(17499) Provide consulting services needed for the support of SBCCD's new Oracle Cloud system Term: 12/1/2018 - 12/31/2019 Funding Source: Capital Outlay	Fiscal Services/SBCCD	\$200,000.00
<i>SubTotal for Consultants: 2</i>			
<i>Legal</i>			
Stradling, Yocca, Carlson & Rauth	(17519) Legal services for new bond measure and issuance of general obligation bonds Term: 12/1/2018 - 6/30/2023 Funding Source: Bond Construction	Fiscal Services/SBCCD	\$300,000.00

SubTotal for Legal: 1

Professional Services

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
Bradley, Vernon R.	(17419) Provide assistance in crisis intervention therapy Term: 1/1/2019 - 12/31/2019 Funding Source: Student Health Fee	Health Services/CHC	\$30,000.00

SubTotal for Professional Services: 1

Grand Total Contracts for Board Date 12/13/2018: 4

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Steven J. Sutorus, Business Manager
DATE: December 13, 2018
SUBJECT: Consideration of Approval of Purchase Order Report

RECOMMENDATION

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

OVERVIEW

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

ANALYSIS

Purchase Orders issued between the dates of 10/15/18 – 11/14/18 are attached for approval, except those approved through the contract agenda items. Purchase Orders are detailed by number, vendor and amount.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Included in the 2018/2019 budgets.

Purchase Order Report
December 13, 2018

PO#	Vendor Name	Amount
1902323	ZAMORANO, VICTORIA	\$347.00
1902324	MACIAS, KIRSTEN LOUISE	\$347.00
1902325	ORTEGA, BEATRICE	\$347.00
1902326	NICHOLAS, KIMBERLY	\$347.00
1902327	RIOS, ADRIAN	\$347.00
1902328	CANDELA, VICTOR	\$347.00
1902329	GODOY, LAVAR	\$347.00
1902330	ESPARA, STAYCE	\$347.00
1902331	BARRAGAN, CRISTIAN	\$347.00
1902332	MARISCAL MEDINA, MARITZA	\$347.00
1902333	MEDINA, TERESA	\$347.00
1902334	WILLIAMS, KEVIN	\$347.00
1902335	HERRERA, SOFIYA	\$347.00
1902336	PONCE REYES, DANIEL	\$347.00
1902337	LAYMAN, SPENCER	\$347.00
1902338	NOGERA-VELASQUEZ, ISABEL	\$347.00
1902342	FOLLETT HIGHER EDUCATION GROUP	\$399.99
1902343	CONFERENCE	\$119.00
1902344	CONFERENCE	\$87.00
1902345	CONFERENCE	\$87.00
1902348	STATER BROS MARKETS	\$250.00
1902349	STATER BROS MARKETS	\$300.00
1902350	POCKET NURSE	\$4,603.91
1902351	STATER BROS MARKETS	\$107.75
1902352	CONFERENCE	\$90.00
1902354	CONFERENCE	\$699.97
1902355	CONFERENCE	\$50.00
1902356	STATER BROS MARKETS	\$250.00
1902359	MYBINDING.COM	\$3,429.68
1902360	CONFERENCE	\$694.99
1902362	CONFERENCE	\$645.00
1902363	CONFERENCE	\$930.00
1902364	US BANK CORPORATE PMT SYSTEMS	\$275.00
1902365	US BANK CORPORATE PMT SYSTEMS	\$38.00
1902366	CONFERENCE	\$35.00
1902369	STATER BROS MARKETS	\$500.00
1902371	CONFERENCE	\$49.50
1902373	STAPLES BUSINESS ADVANTAGE	\$207.33
1902374	STAPLES BUSINESS ADVANTAGE	\$74.14
1902375	STAPLES BUSINESS ADVANTAGE	\$303.30
1902376	STAPLES BUSINESS ADVANTAGE	\$716.98
1902377	FURGERSON, LETECIA	\$60.00
1902378	ALVA, AUSTIE	\$60.00
1902379	LOPEZ ESTRELLA, PAOLA	\$60.00
1902382	KELLEY, ALEXIS	\$64.65

Purchase Order Report
December 13, 2018

PO#	Vendor Name	Amount
1902383	BARRAGAN, ALEJANDRO	\$64.65
1902384	B&H PHOTO VIDEO	\$253.10
1902385	CONFERENCE	\$1,250.00
1902386	CONFERENCE	\$1,250.00
1902393	RANCHO JANITORIAL	\$10,136.25
1902394	CONFERENCE	\$177.92
1902395	SBVC FOOD SERVICES	\$125.83
1902396	CALIMESA TECH SERVICES	\$2,800.55
1902398	CONFERENCE	\$1,529.72
1902399	US BANK CORPORATE PMT SYSTEMS	\$3,200.00
1902404	CONFERENCE	\$1,030.00
1902405	CONFERENCE	\$1,030.00
1902407	MICROSOFT CORPORATION	\$2,759.26
1902408	SBVC FOOD SERVICES	\$293.50
1902409	CONFERENCE	\$64.96
1902412	CONFERENCE	\$550.00
1902419	CONFERENCE	\$241.60
1902425	CONFERENCE	\$2,460.00
1902426	CONFERENCE	\$2,634.49
1902427	STAPLES BUSINESS ADVANTAGE	\$535.55
1902432	STAPLES BUSINESS ADVANTAGE	\$181.39
1902434	STAPLES BUSINESS ADVANTAGE	\$65.45
1902436	STAPLES BUSINESS ADVANTAGE	\$73.57
1902437	DELL COMPUTER COMPANY	\$20,721.41
1902438	CDW LLC	\$1,299.51
1902439	CONFERENCE	\$99.00
1902442	ONE RING NETWORK INC	\$3,200.00
1902447	STATER BROS MARKETS	\$700.00
1902449	CONFERENCE	\$53.52
1902451	SANDY, HANNAH	\$84.24
1902455	CONFERENCE	\$2,000.00
1902457	LIFEGUARD STORE, THE	\$1,077.50
1902459	CONFERENCE	\$710.72
1902460	CONFERENCE	\$500.00
1902461	CONFERENCE	\$700.00
1902463	US BANK CORPORATE PMT SYSTEMS	\$2,616.00
1902464	CONFERENCE	\$80.07
1902465	CONFERENCE	\$53.88
1902467	DTSC ACCOUNTING SECTION	\$177.50
1902470	DELL COMPUTER COMPANY	\$24,000.55
1902472	US BANK CORPORATE PMT SYSTEMS	\$105.00
1902480	US BANK CORPORATE PMT SYSTEMS	\$2,711.64
1902481	US POSTAL SERVICE	\$10,000.00
1902482	US BANK CORPORATE PMT SYSTEMS	\$9,286.04
1902483	AMERICAN STUDENT GOVERNMENT ASSOCIATION LLC	\$489.00

Purchase Order Report
December 13, 2018

PO#	Vendor Name	Amount
1902484	US BANK CORPORATE PMT SYSTEMS	\$1,343.00
1902485	US BANK CORPORATE PMT SYSTEMS	\$2,829.00
1902487	MICROSOFT CORPORATION	\$2,781.52
1902488	CALIFORNIA INTERNSHIP & WORK EXPERIENCE ASSOCIATION	\$85.00
1902489	CALIFORNIA INTERNSHIP & WORK EXPERIENCE ASSOCIATION	\$85.00
1902490	US BANK CORPORATE PMT SYSTEMS	\$447.00
1902494	STAPLES BUSINESS ADVANTAGE	\$57.48
1902499	CONFERENCE	\$500.00
1902500	CONFERENCE	\$75.00
1902502	FLINN SCIENTIFIC INC	\$1,101.97
1902504	CONFERENCE	\$75.43
1902505	US BANK CORPORATE PMT SYSTEMS	\$30.00
1902506	ENVIRONMENTAL RESOURCE ASSOCIATES	\$1,187.41
1902507	AMERICAN WATER WORKS ASSOC	\$170.25
1902509	NATIONAL COLLEGIATE HONORS COUNCIL	\$500.00
1902510	HONORS TRANSFER COUNCIL OF CA, THE	\$490.00
1902511	CYNMAR CORPORATION	\$1,584.59
1902515	MEDIWASTE DISPOSAL LLC	\$1,000.00
1902519	FISHER SCIENTIFIC LLC	\$2,839.58
1902521	PANERA BREAD LLC	\$252.61
1902522	CONFERENCE	\$996.04
1902523	CONFERENCE	\$1,211.22
1902530	AUTO ZONE	\$200.00
1902532	MENDEZ, ANNA	\$400.00
1902534	SIERRA SCHOOL EQUIPMENT CO	\$205.80
1902535	CONFERENCE	\$81.78
1902539	HONORS TRANSFER COUNCIL OF CA, THE	\$650.00
1902544	CONFERENCE	\$40.00
1902545	STAPLES BUSINESS ADVANTAGE	\$116.79
1902552	CONFERENCE	\$44.50
1902553	CONFERENCE	\$81.65
1902554	CONFERENCE	\$1,848.69
1902555	VERIZON WIRELESS	\$1,500.00
1902564	CONFERENCE	\$1,040.00
1902565	CONFERENCE	\$910.00
1902568	ST JEAN, CYNTHIA	\$55.00
1902569	PALKKI, KEVIN	\$55.00
1902570	VAN GENDEREN, LAURA	\$55.00
1902571	NEWTON, KELLY	\$55.00
1902572	WARREN-MARLATT, REBECCA	\$55.00
1902573	PADDOCK, ERICKA	\$55.00
1902574	COLVEY, KIRSTEN	\$55.00
1902575	MCLAREN, MERIDYTH	\$55.00
1902576	MCCONNELL, MARK	\$55.00
1902577	MALONEY-HINDS, COLLEEN	\$55.00

Purchase Order Report
December 13, 2018

PO#	Vendor Name	Amount
1902578	GIMPLE, TINA	\$40.00
1902579	GREEN, LAURIE	\$55.00
1902580	CABRALES, JOE	\$40.00
1902581	WORD, DAN	\$40.00
1902582	ULINE	\$92.15
1902583	CONFERENCE	\$259.20
1902585	A & A COPY MACHINE INC	\$6,435.00
1902587	RELIABLE SOURCE INC	\$939.58
1902597	CONFERENCE	\$284.35
1902598	G/M BUSINESS INTERIORS	\$10,189.20
1902600	B&H PHOTO VIDEO	\$1,371.68
1902602	MAGNASYNC-MOVIOLA CORP	\$320.56
1902603	CONFERENCE	\$2,500.00
1902604	US BANK CORPORATE PMT SYSTEMS	\$24.32
1902605	SAN BERNARDINO CCD	\$1,000.00
1902606	STAPLES BUSINESS ADVANTAGE	\$415.39
1902608	BSN SPORTS INC	\$2,967.01
1902609	FOLLETT HIGHER EDUCATION GROUP INC	\$17,500.00
1902614	COSTCO	\$538.75
1902615	CONFERENCE	\$1,462.00
1902616	US BANK CORPORATE PMT SYSTEMS	\$250.00
1902619	US BANK CORPORATE PMT SYSTEMS	\$54.00
1902620	CONFERENCE	\$80.00
1902621	CONFERENCE	\$80.00
1902622	CONFERENCE	\$80.00
1902624	NAIR, AVIKAASH	\$300.00
1902628	SBVC FOOD SERVICES	\$305.65
1902629	MEDLINE INDUSTRIES INC	\$200.85
1902636	AYCOCK, LARRY	\$40.00
1902639	STAPLES BUSINESS ADVANTAGE	\$128.23
1902641	US BANK CORPORATE PMT SYSTEMS	\$2,696.00
1902642	OFFICE & ERGONOMICS SOLUTIONS INC	\$2,440.55
1902643	DICK BLICK	\$214.03
1902644	SBVC FOOD SERVICES	\$1,753.40
1902648	SBVC SUN ROOM	\$637.13
1902649	STAPLES BUSINESS ADVANTAGE	\$317.99
1902650	CONFERENCE	\$317.82
1902651	CDW LLC	\$469.11
1902653	SAN BERNARDINO CCD	\$750.00
1902654	CONFERENCE	\$123.62
1902655	CONFERENCE	\$107.20
1902656	SAN BERNARDINO CCD	\$646.50
1902657	US BANK CORPORATE PMT SYSTEMS	\$100.00
1902658	HEALTH CARE LOGISTICS	\$667.24
1902659	CONFERENCE	\$1,578.53

Purchase Order Report
December 13, 2018

PO#	Vendor Name	Amount
1902660	GRAINGER INC	\$937.30
1902661	AUTOMATIC KINGS INC	\$910.49
1902662	POCKET NURSE	\$1,031.30
1902664	CONFERENCE	\$188.58
1902666	QUEEN BEAN CAFFE	\$125.00
1902667	US BANK CORPORATE PMT SYSTEMS	\$53.88
1902669	CONFERENCE	\$499.00
1902670	BMI SUPPLY	\$187.21
1902671	BATTERY WAREHOUSE DIRECT	\$186.44
1902674	STAPLES BUSINESS ADVANTAGE	\$933.33
1902675	STAPLES BUSINESS ADVANTAGE	\$650.57
1902676	STAPLES BUSINESS ADVANTAGE	\$67.26
1902677	OLIVER, MELINDA F.	\$750.00
1902681	US BANK CORPORATE PMT SYSTEMS	\$999.00
1902682	US BANK CORPORATE PMT SYSTEMS	\$40.00
1902683	US BANK CORPORATE PMT SYSTEMS	\$700.38
1902691	CONFERENCE	\$845.00
1902692	CONFERENCE	\$845.00
1902693	SAN BERNARDINO CCD	\$400.00
1902696	SCANTRON CORPORATION	\$506.94
1902700	CONFERENCE	\$895.00
1902703	CONFERENCE	\$490.00
1902704	CONFERENCE	\$490.00
1902705	US BANK CORPORATE PMT SYSTEMS	\$490.00
1902707	APPLE COMPUTER INC	\$6,262.00
1902708	US BANK CORPORATE PMT SYSTEMS	\$69.00
1902709	FISHER SCIENTIFIC LLC	\$3,124.75
1902710	QUADMED INC	\$772.66
1902711	REP FITNESS	\$526.29
1902713	CONFERENCE	\$500.00
1902715	CONFERENCE	\$220.00
1902717	CONFERENCE	\$150.00
1902719	SBVC FOOD SERVICES	\$441.78
1902720	BLUE RIBBON INK & THREAD INC	\$1,866.24
1902726	STAPLES BUSINESS ADVANTAGE	\$181.22
1902727	STAPLES BUSINESS ADVANTAGE	\$762.78
1902729	CONFERENCE	\$351.35
1902730	US BANK CORPORATE PMT SYSTEMS	\$47.00
1902733	STAPLES BUSINESS ADVANTAGE	\$477.49
1902735	STAPLES BUSINESS ADVANTAGE	\$111.14
1902736	CONFERENCE	\$79.91
1902737	CONFERENCE	\$132.80
1902738	CONFERENCE	\$79.91
1902741	CONFERENCE	\$60.00
1902742	CONFERENCE	\$520.00

Purchase Order Report
December 13, 2018

PO#	Vendor Name	Amount
1902743	DEMCO SUPPLY INC	\$507.92
1902744	DUNWELL TECH INC	\$1,021.47
1902746	LINCOLN AQUATICS	\$1,650.00
1902748	CAROLINA BIOLOGICAL SUPPLY CO	\$2,507.47
1902749	CONFERENCE	\$194.00
1902755	CSSO ASSOCIATION INC	\$300.00
1902756	CONFERENCE	\$670.00
1902757	CONFERENCE	\$310.00
1902759	UMOJA COMMUNITY EDUCATION FOUNDATION	\$2,655.00
1902760	UMOJA COMMUNITY EDUCATION FOUNDATION	\$495.00
1902761	STARBUCKS CORPORATION	\$1,159.92
1902763	SBVC FOOD SERVICES	\$2,607.43
1902764	CONFERENCE	\$670.00
1902768	DELL COMPUTER COMPANY	\$2,600.83
1902769	CDW LLC	\$506.82
1902771	SAN BERNARDINO CCD	\$200.00
1902772	FOLLETT HIGHER EDUCATION GROUP INC	\$5,000.00
1902775	VALLEY POWER SYSTEMS INC	\$276.00
1902781	STAPLES BUSINESS ADVANTAGE	\$71.62
1902783	STAPLES BUSINESS ADVANTAGE	\$1,818.32
1902784	CONFERENCE	\$360.00
1902786	SBVC SUN ROOM	\$2,000.00
1902788	FLINN SCIENTIFIC INC	\$511.57
1902789	CONFERENCE	\$25.06
1902794	US BANK CORPORATE PMT SYSTEMS	\$92.33
1902796	CYNMAR CORPORATION	\$260.01
1902797	GLOVE NATION	\$64.54
1902798	CALIFORNIA BANK & TRUST	\$60.84
1902799	DIAMEDICAL USA	\$3,811.39
1902801	US BANK CORPORATE PMT SYSTEMS	\$912.42
1902804	US BANK CORPORATE PMT SYSTEMS	\$2,423.00
1902805	CDW LLC	\$16,282.64
1902808	HOFFMANN, DONNA	\$67.24
1902809	CONFERENCE	\$20.00
1902810	US BANK CORPORATE PMT SYSTEMS	\$772.00
1902811	CONFERENCE	\$73.00
1902812	US BANK CORPORATE PMT SYSTEMS	\$1,225.00
1902813	CONFERENCE	\$774.00
1902815	CDW LLC	\$1,388.89

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Steven J. Sutorus, Business Manager
DATE: December 13, 2018
SUBJECT: Consideration of Approval of Routine Contracts/Agreements and Memorandums of Understanding

RECOMMENDATION

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

OVERVIEW

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

ANALYSIS

The attached list of contracts, agreements and their associated purchase orders are routine, customary and necessary for the on-going operations of the District. Due the nature of these contracts and in the best interest of the District, these contracts are generally ratified by the Board of Trustees. Unless otherwise noted, the amount shown for multi-year agreements is the projected total amount for the full contract period. Any changes to these approved amounts will be submitted to board as amendments or not to exceed limit changes.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

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

Routine Contracts and Agreements***Scheduled Board Date 12/13/2018***

Contract Type

<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<i>CalWorks Off-Campus Work Study</i>			
Mini Mega Thrift	(17494) Off-Campus workstudy - Student - Torres, Rachel; reimbursed at up to 100% of per hourly rate Term: 11/1/2018 - 6/30/2019 Funding Source: CalWorks	Calworks/SBVC	\$7,140.00
Premium Nail Concepts	(17392) Off-Campus workstudy - Student Lozano, Monique; reimbursed at up to 100% of per hourly rate Term: 10/1/2018 - 6/30/2019 Funding Source: CalWorks	Calworks/SBVC	\$11,700.00
Real Journey Academies, Inc.	(17473) Off-Campus workstudy - Student - Copeland, Margaret; reimbursed at up to 100% of per hourly rate Term: 11/1/2018 - 6/30/2019 Funding Source: CalWorks	Calworks/SBVC	\$9,120.00
Real Journey Academies, Inc.	(17416) Off-Campus workstudy - Student - Gonzalez, Abrianna; reimbursed at up to 100% of per hourly rate Term: 11/1/2018 - 6/30/2019 Funding Source: CalWorks	Calworks/SBVC	\$9,120.00

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>CalWorks Off-Campus Work Study</u>			
Think Together	(17391) Off-Campus workstudy - Student Humphrey, Ruth; reimbursed at up to 100% of per hourly rate Term: 10/1/2018 - 6/30/2019 Funding Source: CalWorks	Calworks/SBVC	\$6,727.50
Think Together	(17390) Off-Campus workstudy - Student Kamal, Afrah; reimbursed at up to 100% of per hourly rate Term: 10/1/2018 - 6/30/2019 Funding Source: CalWorks	Calworks/SBVC	\$7,020.00
<i>SubTotal for CalWorks Off-Campus Work Study: 6</i>			<i>\$50,827.50</i>
<u>Clinicals</u>			
Pacific Grove Hospital	(17470) Clinical Site for Psychiatric Technology program participants; no cost to SBCCD Term: 11/1/2018 - 6/30/2023 Funding Source: N/A	Psychiatric Technology/SBVC	
San Bernardino City USD	(17426) Clinical site for students participating in the Psych Tech Program; no cost to SBCCD Term: 7/1/2018 - 6/30/2023 Funding Source: N/A	Psychiatric Technology/SBVC	
<i>SubTotal for Clinicals: 2</i>			

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>General</u>			
ACCT - Association of Community Colleges Trustees	(17476) Facilitation of Board Retreat and Chancellor evaluation Term: 9/13/2018 - 6/30/2019 Funding Source: General Funds	Chancellor/SBCCD	\$25,750.00
All Pro Broadcasting, Inc. dba KCSS-FM KATY-FM	(17467) Radio advertising to promote Pharmacy Tech program Term: 12/13/2018 - 1/11/2019 Funding Source: Perkins	Pharmacy Tech/SBVC	\$1,000.00
American Technologies, Inc. (ATI)	(17407) Provide abatement services for Physical Science men's restroom - water damage and hazardous waste removal Term: 10/26/2018 - 11/30/2018 Funding Source: General Funds	Maintenance/SBVC	\$10,000.00
Awesome Blinds & Shutters, Inc.	(17408) Window shade replacement in AD/SS 206 Term: 10/18/2018 - 12/13/2018 Funding Source: General Funds	Maintenance/SBVC	\$1,127.29
Awesome Blinds & Shutters, Inc.	(17412) Window shade replacement in the Child Development Center Term: 10/18/2018 - 12/31/2018 Funding Source: General Funds	Maintenance/SBVC	\$2,041.06

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>General</u>			
Bear Valley USD	(17486) Rental of Big Bear High School for SBVC satellite campus for Fall 2018 and Spring 2019 Term: 8/1/2018 - 6/30/2019 Funding Source: General Funds	Science/SBVC	\$7,000.00
Bell Roof Co dba TRW Sheet Metal	(17437) Repairing of metal roof on AD/SS building Term: 11/1/2018 - 6/30/2019 Funding Source: General Funds	Maintenance/SBVC	\$12,829.00
California State University - San Bernardino	(17394) Facility use fee for the Cross Country Championship game Term: 10/20/2018 - 10/20/2018 Funding Source: General Funds	Athletics/SBVC	\$1,000.00
Communications USA	(17424) On demand repairs for SBVC hand held radios Term: 10/23/2018 - 6/30/2019 Funding Source: General Funds	Maintenance/SBVC	\$2,000.00
Computerized Embroidery Company, The	(17488) Production of athletics team uniforms - women's tees with logo Term: 11/15/2018 - 12/31/2018 Funding Source: General Funds	Athletics/SBVC	\$1,605.15

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>General</u>			
Computerized Embroidery Company, The	(17461) Production of novelty items for promotional giveaways Term: 11/1/2018 - 12/31/2018 Funding Source: Student Equity	First Year/SBVC	\$4,640.91
Cortez Ornamental Iron	(17429) Service call and repair of gate wires Term: 10/15/2018 - 12/31/2018 Funding Source: General Funds	District Police/SBCCD	\$150.00
Couts Heating & Cooling, Inc.	(17438) Installation of thermostat and sensor in freezer Term: 11/1/2018 - 1/31/2019 Funding Source: General Funds	Maintenance/SBVC	\$4,415.00
Couts Heating & Cooling, Inc.	(17423) Removal of heat pump Term: 11/1/2018 - 6/30/2019 Funding Source: General Funds	Maintenance/SBVC	\$7,250.00
Couts Heating & Cooling, Inc.	(17422) Replacement of heat pump Term: 11/1/2018 - 6/30/2019 Funding Source: General Funds	Maintenance/SBVC	\$5,775.00
CQ Production, Inc.	(17515) Production of three CQ Problem Solver episodes; RUBE Goldberg; Jane Goodall Foundation/Roots and Shoots; and Civics Term: 8/1/2017 - 12/31/2017 Funding Source: EDCT Funds	EDCT/SBCCD	\$36,000.00

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>General</u>			
EMCOR Service Mesa Energy	(17417) Installation of fire hose connection to water tower Term: 11/1/2018 - 6/30/2019 Funding Source: General Funds	Maintenance/SBVC	\$5,777.00
EMCOR Service Mesa Energy	(17413) Rebuilding of condenser water pump at the central plant Term: 10/1/2018 - 6/30/2019 Funding Source: General Funds	Maintenance/SBVC	\$6,512.00
EMCOR Service Mesa Energy	(17414) Replacement of 10 condenser water valves Term: 10/1/2018 - 6/30/2019 Funding Source: General Funds	Maintenance/SBVC	\$19,866.00
Exclusive Auto	(17439) On demand repairs and maintenance on the CHC Maintenance vehicles Term: 7/1/2018 - 6/30/2019 Funding Source: General Funds	Maintenance/CHC	\$1,000.00
Foothill-DeAnza CCD	(17449) Agreement to participate in the "California Virtual Campus-Online Education Initiative Consortium"; no cost to SBCCD Term: 10/24/2018 - 10/23/2019 Funding Source: N/A	Humanities/SBVC	
Four (4) Imprint	(17472) Production of novelty items with SBVC logo for giveaways Term: 11/1/2018 - 12/31/2018 Funding Source: General Funds	Student Life/SBVC	\$2,600.00

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>General</u>			
Frontier Communications	(17466) Installation of Ethernet service at Hospitality Lane location Term: 11/6/2018 - 1/31/2019 Funding Source: FCC Proceeds	Facilities Planning/SBCCD	\$1,600.00
FX Signs, Inc.	(17405) Production and installation of SBVC banners Term: 10/12/2018 - 6/30/2019 Funding Source: General Funds	Marketing/SBVC	\$902.50
Gallagher's Finishing Touch & Engraving	(17479) Production of 2018 Service Year Awards Term: 11/1/2018 - 12/31/2018 Funding Source: General Funds	Chancellor/SBCCD	\$511.92
Geary Floors, Inc.	(17455) Refinishing of gym floors Term: 11/1/2018 - 6/30/2019 Funding Source: Civic Center Fund	Maintenance/SBVC	\$12,700.00
Greenwood Enterprises, LLC	(17480) Purchase and sale of mobile source emission reduction credits for SCAQMD Rule 2022 for SBVC Term: 10/1/2018 - 9/30/2021 Funding Source: General Funds	Administrative Services/SBVC	\$7,788.57

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>General</u>			
H & L Charter Co, Inc.	(17487) Bus rental for football team playoff away game to Santa Maria, CA Term: 11/17/2018 - 11/18/2018 Funding Source: General Funds	Athletics/SBVC	\$4,783.48
H & L Charter Co, Inc.	(17530) Bus rental for soccer team playoff away game to Ventura, CA Term: 11/29/2018 - 12/3/2018 Funding Source: General Funds	Athletics/SBVC	\$4,792.00
IE Gourmet Food Trucks	(17428) Catering for the "Career Fair" event Term: 10/24/2018 - 10/24/2018 Funding Source: General Funds	Student Life/CHC	\$500.00
Inland Empire Stages LTD	(17396) Bus rental for transportation to Wrightwood; additional cost may be charged for fuel and time overages Term: 11/16/2018 - 11/16/2018 Funding Source: General Funds	Geography/SBVC	\$2,252.00
Jon's Flags and Poles Inc.	(17418) Production of customized flags with SBVC logo Term: 11/1/2018 - 1/31/2019 Funding Source: General Funds	Administrative Services/SBVC	\$1,415.88
JT Electric	(17411) Provide hazardous waste abatement services for Physical Science men's restroom Term: 10/26/2018 - 11/30/2018 Funding Source: General Funds	Maintenance/SBVC	\$8,200.00

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>General</u>			
Kone, Inc.	(17436) Installation of shut off switches for elevators Term: 11/1/2018 - 6/30/2019 Funding Source: General Funds	Maintenance/SBVC	\$10,231.94
Laboratory Microscope Specialist - LMS	(17401) Repairs to Biology lab microscopes Term: 10/8/2018 - 12/31/2018 Funding Source: General Funds	Biology/SBVC	\$946.18
Lapel Pins Plus	(17478) Production of lapel pins for service year awards Term: 11/1/2018 - 12/31/2018 Funding Source: General Funds	Chancellor/SBCCD	\$340.18
Marriott - Ventura Beach	(17534) Block room rental for SBVC Women's Soccer team to participate in State Championship game Term: 11/29/2018 - 12/3/2018 Funding Source: General Funds	Athletics/SBVC	\$6,000.00
Mellin, Linda Marie dba American Printing & Promotions	(17451) Production of novelty items for promotional giveaways Term: 11/1/2018 - 12/31/2018 Funding Source: Student Equity	Student Equity/SBVC	\$2,503.35
Mellin, Linda Marie dba American Printing & Promotions	(17462) Production of novelty items for promotional giveaways Term: 11/1/2018 - 12/31/2018 Funding Source: General Funds	First Year/SBVC	\$4,381.98

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>General</u>			
Mellin, Linda Marie dba American Printing & Promotions	(17463) Production of novelty items for promotional giveaways Term: 11/1/2018 - 12/31/2018 Funding Source: General Funds	First Year/SBVC	\$5,353.58
Mellin, Linda Marie dba American Printing & Promotions	(17464) Production of novelty items for promotional giveaways Term: 11/1/2018 - 12/31/2018 Funding Source: General Funds	First Year/SBVC	\$373.01
Mellin, Linda Marie dba American Printing & Promotions	(17397) Production of novelty items with SBVC logo for giveaways Term: 10/1/2018 - 12/31/2018 Funding Source: Student Equity	Student Equity/SBVC	\$961.66
Mellin, Linda Marie dba American Printing & Promotions	(17399) Production of novelty items with SBVC logo for giveaways Term: 10/17/2018 - 12/31/2018 Funding Source: General Funds	Marketing/SBVC	\$552.61
Mellin, Linda Marie dba American Printing & Promotions	(17400) Production of novelty items with SBVC logo for giveaways Term: 10/1/2018 - 12/31/2018 Funding Source: EOP&S	EOP&S/SBVC	\$4,181.95
Print & Finishing Solutions	(17441) Installation of "Docufold Pro" a document folding machine Term: 10/24/2018 - 12/31/2018 Funding Source: General Funds	TESS/SBCCD	\$2,089.07

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>General</u>			
Print & Finishing Solutions	(17495) Repair of paper cutter equipment Term: 11/15/2018 - 12/31/2018 Funding Source: General Funds	TESS/SBCCD	\$700.00
Quantum Group, The	(17425) Production of novelty items with SBVC logo for promotional giveaways Term: 10/23/2018 - 12/31/2018 Funding Source: Financial Aid	Financial Aid/SBVC	\$5,997.08
Redlands Hometown Heroes Foundation	(17442) Half page advertisement in the "Redlands Veterans Day Parade" program Term: 11/12/2018 - 11/12/2018 Funding Source: General Funds	Marketing/CHC	\$500.00
Reynolds, Johnathan	(17517) Facilitate robotics programming class and Summer CAPS robotics class Term: 7/1/2017 - 12/31/2017 Funding Source: EDCT Funds	EDCT/SBCCD	\$4,130.00
Reynolds, Linda	(17516) Facilitate robotics programming class Term: 12/11/2017 - 12/14/2017 Funding Source: EDCT Funds	EDCT/SBCCD	\$1,100.00
s2one, Inc.	(17533) Repair of KVCR transmitter; includes time and travel Term: 12/1/2018 - 12/31/2018 Funding Source: KVCR	KVCR/KVCR	\$10,000.00

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>General</u>			
San Bernardino City USD	(17415) Provide required college text books to students in the Middle College High School program Term: 8/1/2018 - 5/31/2019 Funding Source: Middle College HS Grant	Middle College/SBCCD	\$15,000.00
San Bernardino City USD	(17496) Use of conference room for SBVC Managers Retreat; no cost to SBCCD Term: 1/8/2019 - 1/8/2019 Funding Source: N/A	Administrative Services/SBVC	
San Bernardino, County of	(17421) Districtwide locations to be part of the San Bernardino County's work training program; no cost to SBCCD Term: 11/1/2018 - 10/31/2021 Funding Source: N/A	Chancellor/SBCCD	
Smog and Save	(17440) On demand smog certifications and vehicle repairs Term: 7/1/2018 - 6/30/2019 Funding Source: General Funds	Maintenance/CHC	\$360.00
South Orange County Community College District	(17444) Provide training to Employment Training Panel participants Term: 10/15/2018 - 6/30/2019 Funding Source: ETP Grant	EDCT/SBCCD	\$40,000.00

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>General</u>			
Southwest Site Services	(17393) On demand porta-potty weekly cleaning services at Box Springs Term: 10/18/2018 - 6/30/2019 Funding Source: KVCR	KVCR/KVCR	\$3,500.00
Spectrum Business	(17490) Service for five static IP address and fiber internet 50 mbps for 36 months Term: 12/1/2018 - 11/30/2021 Funding Source: FNX Grant	FNX/KVCR	\$22,824.00
Squeaky Clean Comedy Inc.	(17489) Performance comedian/Master of Ceremonies for annual Veterans Day Celebration at SBVC Term: 11/13/2018 - 11/13/2018 Funding Source: Veterans Education	Veterans/SBVC	\$350.00
Telos Educational Services	(17493) Professional development training for SBVC faculty and staff on soft skills and professional competencies Term: 12/5/2018 - 12/5/2018 Funding Source: Strong Workforce Program	Technical Training/SBVC	\$4,500.00
Temecula Valley USD	(17483) Provide assistance in the development of the "CyberSecurity" mini grant proposal Term: 11/1/2018 - 5/31/2019 Funding Source: Strong Workforce Program	EDCT/SBCCD	\$5,000.00

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>General</u>			
Timeless Plaques & Awards	(16968) Production of applause awards for 2018/2019 Term: 7/1/2018 - 6/30/2019 Funding Source: General Funds	Chancellor/SBCCD	\$177.25
Tri-State Accommodations	(17474) Transportation of two cadavers to and from Loma Linda University Term: 9/11/2018 - 9/11/2018 Funding Source: General Funds	Anatomy/Physiology/CHC	\$163.72
Trulycreative Network Solutions Inc.	(17373) Installation of firewall upgrade project equipment to be installed: Fortinet FortiGate 200E UTM Bundle Term: 11/15/2018 - 12/31/2018 Funding Source: KVCR	KVCR/KVCR	\$3,000.00
Truth Initiative Foundation dba Truth Initiative	(17433) Software subscription to "The Ex Program" which is a digital tobacco program for students; no cost to SBCCD Term: 9/1/2018 - 8/31/2019 Funding Source: N/A	Health Services/CHC	
Van Clief, Shihan	(17459) Performer at the "2nd Annual Trudell Festival" Term: 11/29/2018 - 11/29/2018 Funding Source: General Funds	Arts & Lecture/SBVC	\$3,000.00

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>General</u>			
Vision Maker Media	(17453) Booth rental at the "National Indian Gaming Association" Term: 4/1/2019 - 4/4/2019 Funding Source: FNX Grant	FNX/KVCR	\$2,000.00
Wallace-Ellis, Trinity	(17460) Speaker on the topic "Foster Youth" Term: 11/15/2018 - 11/15/2018 Funding Source: General Funds	Arts & Lecture/SBVC	\$2,500.00
Wilbur's Power Equipment	(17195) On demand repairs for firefighting equipment; this is to approve an increase by \$500 Term: 7/1/2018 - 6/30/2019 Funding Source: General Funds	Fire Technology/CHC	\$1,000.00
Zerovnik, Gregory F	(17475) Provide workshops on the following: resume writing, interviewing, finding job openings Term: 12/5/2018 - 12/5/2018 Funding Source: Strong Workforce Program	Technical Training/SBVC	\$4,500.00
<i>SubTotal for General: 70</i>			<i>\$372,002.32</i>
<u>Income - Facilities Use</u>			
TJ Striders Youth Track/Field Club	(17432) Use of track for track practice; no charge Term: 1/14/2019 - 7/24/2019 Funding Source: N/A	Administrative Services/SBVC	

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>Income - Facilities Use</u>				
<i>SubTotal for Income - Facilities Use: 1</i>				
<u>Income - Grant</u>				
	California Department of Ed	(17389) Continued Funding Application for California State Preschool Program (CSPP) and California Center - Infant/Toddler Program (CCTR) for the 2019-2020 year; funding amount to be determined in FY20 Term: 7/1/2019 - 6/30/2020 Funding Source: N/A	Child Care Center/SBVC	
	California Department of Ed	(16800) Grant for Child Care Center: California State Preschool Program; CSPP-8430; this is to approve Amendment 01 - increase of maximum funding level by \$90,127 Term: 7/1/2018 - 6/30/2019 Funding Source: N/A	Child Care Center/SBVC	\$1,887,636.00
	California Department of Ed	(16799) Grant for Child Care Center: General Child Care & Development Programs; CCTR-8196; this is to approve Amendment 01 - increase of maximum funding level by \$202,699 Term: 7/1/2018 - 6/30/2019 Funding Source: N/A	Child Care Center/SBVC	\$1,039,886.00
	CCC Chancellor's Office	(17420) Veterans resource center grant Term: 10/1/2018 - 12/31/2021 Funding Source: N/A	Grants/SBVC	\$198,672.00

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>Income - Grant</u>			
Rancho Santiago CCD	(17492) Sub-grantee agreement for ICT/Digital Media Grant Term: 11/1/2018 - 10/31/2019 Funding Source: N/A	EDCT/SBCCD	\$200,000.00
<i>SubTotal for Income - Grant: 5</i>			<i>\$3,326,194.00</i>
<u>Income - Underwriter</u>			
Neighborhood Partnership Housing Services, Inc.	(17456) Underwriter agreement for "PBS Kids Block" Term: 10/1/2018 - 9/30/2019 Funding Source: N/A	KVCR/KVCR	\$10,000.00
<i>SubTotal for Income - Underwriter: 1</i>			<i>\$10,000.00</i>
<u>Joint Power/Piggyback Purchase</u>			
Apple Computers, Inc.	(17454) Piggyback bid from Glendale Unified School District for the purchase of Apple Computer products and software for the next five years at educational pricing Term: 10/31/2018 - 10/16/2023 Funding Source: N/A	Business Services/SBCCD	
<i>SubTotal for Joint Power/Piggyback Purchase: 1</i>			

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>Maintenance Agreement</u>			
CDW Government Inc.	(17443) Maintenance agreement for network switching equipment "Extreme Custom HW SUP Renewal" Term: 1/1/2019 - 12/31/2019 Funding Source: General Funds	TESS/SBCCD	\$28,993.56
J.E. Halliday Sales, Inc.	(17457) Maintenance on print shop equipment Term: 11/1/2018 - 6/30/2019 Funding Source: General Funds	TESS/SBCCD	\$3,000.00
Print & Finishing Solutions	(17481) Maintenance agreement for "Morgana DocuFold Pro" Term: 11/1/2018 - 6/30/2019 Funding Source: General Funds	TESS/SBCCD	\$1,488.00
Print & Finishing Solutions	(17482) Maintenance agreement for "Perfecta 76TSE" Term: 11/1/2018 - 6/30/2019 Funding Source: General Funds	TESS/SBCCD	\$2,080.00
<i>SubTotal for Maintenance Agreement: 4</i>			<i>\$35,561.56</i>
<u>Off-Campus Work Study</u>			
Redlands, City of	(17491) Off-campus work-study site participation agreement; City to host work-study student; funded through the ISEEK Grant Term: 11/6/2018 - 6/30/2019 Funding Source: Local Grant	Resource Development/CHC	\$7,000.00

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>Off-Campus Work Study</u>				
<i>SubTotal for Off-Campus Work Study: 1</i>				<i>\$7,000.00</i>
<u>PO as Contract</u>				
Rialto USD	(17512) PO as Contract - Reimburse school district for cost of transporting Rialto High School students for "Senior Day Tour" event at CHC Term: 10/20/2017 - 10/20/2017 Funding Source: EDCT Funds	EDCT/SBCCD		\$249.95
Thermair Integrated Technologies	(17465) Repair of fume hood Term: 9/21/2018 - 12/31/2018 Funding Source: General Funds	Maintenance/SBVC		\$810.00
<i>SubTotal for PO as Contract: 2</i>				<i>\$1,059.95</i>
<u>Program Acquisition</u>				
American Public Television (APT)	(17427) Program acquisition rights to air Create TV on KVCR Term: 1/1/2019 - 12/31/2019 Funding Source: KVCR	KVCR/KVCR		\$4,604.00
<i>SubTotal for Program Acquisition: 1</i>				<i>\$4,604.00</i>

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>Software/Online Services</u>			
Atlassian Pty Ltd. Level 6	(17471) One year lease for "JIRA" data center software used coordinate files and training documents for the ERP project Term: 11/29/2018 - 11/28/2019 Funding Source: Capital Outlay	Fiscal Services/SBVC	\$3,500.00
Bank Mobile Technologies, Inc.	(17404) MOU - Transition from Blackboard Pay to Bank Mobile Technologies; no cost to SBCCD Term: 1/1/2019 - 12/31/2019 Funding Source: N/A	Fiscal Services/SBVC	
CDW Government Inc.	(17154) Software license for "Extreme Networks" software; necessary to maintain campus wireless system Term: 8/1/2018 - 9/30/2019 Funding Source: General Funds	Campus Tech/SBVC	\$22,654.02
ComputerLand of Silicon Valley	(17448) Software license for "Veam" used to allow access to backup and maintain servers Term: 11/1/2018 - 10/31/2019 Funding Source: General Funds	Technology Services/SBVC	\$2,500.00
ConvergeOne, Inc.	(17388) Purchase of Cisco Server used to manage phone systems Term: 10/1/2018 - 9/30/2019 Funding Source: General Funds	TESS/SBCCD	\$22,696.40

<i>Contract Type</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<i>Firm</i>			
<u>Software/Online Services</u>			
Dropbox.com	(17434) Virtual dropbox storage fees Term: 7/13/2018 - 7/12/2019 Funding Source: General Funds	Marketing/CHC	\$450.00
Elsevier Inc.	(17445) Software license for ten module tests for online assessment exams for 47 students enrolled in the Registered Nurse program Term: 9/5/2018 - 7/31/2020 Funding Source: Nursing Grant	Nursing/SBVC	\$22,000.00
Entrinsik, Inc.	(17485) Software support license and maintenance as part of the student information system for reporting Term: 3/1/2019 - 2/28/2020 Funding Source: General Funds	TESS/SBCCD	\$10,098.00
Heiberg Consulting, Inc.	(17452) Student Tracker software for Student Support Services Term: 9/1/2018 - 8/31/2019 Funding Source: STAR Grant	STAR Program/SBVC	\$499.00
IBM - International Business Machines Corporation	(17477) IBM SPSS software subscription renewal for statistical calculations Term: 2/1/2019 - 1/31/2020 Funding Source: General Funds	TESS/SBCCD	\$1,290.86

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>Software/Online Services</u>			
Myers Information Systems	(17431) Software license for "ProWeb" used as an automated system that deploys the TV schedule for FNX Term: 11/1/2018 - 10/31/2019 Funding Source: KVCR - CPB Grant - TV	KVCR/KVCR	\$19,220.89
Onix Networking Corp	(17406) Software subscription for "Equidox" used for document conversions Term: 11/1/2018 - 10/30/2019 Funding Source: Alternative Text Grant	ATPC/SBCCD	\$1,000.00
ProCare Software	(17430) Software subscription for "Tuition Express" used for billing purposes; funded through Child Development Parent Fee Term: 10/15/2018 - 6/30/2019 Funding Source: State Grant	Child Development/CHC	\$125.00
Prowess Consulting, LLC dba SmartDeploy	(17447) Software licensing for additional "SmartDeploy Imaging" software used to image lab computers Term: 10/1/2018 - 9/30/2019 Funding Source: General Funds	Technology Services/SBVC	\$6,300.00
ROC Software Systems, Inc.	(17484) Software support license and maintenance for "EZ Spooler" Term: 2/1/2019 - 1/31/2020 Funding Source: General Funds	TESS/SBCCD	\$1,965.00

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<u>Software/Online Services</u>			
Shutterstock	(17446) Purchase of downloadable media for productions Term: 9/1/2018 - 8/31/2019 Funding Source: FNX Grant	FNX/KVCR	\$150.00
Singlewire Software, LLC	(17395) Software maintenance service for information casting system that uses the phones in the District as speaker endpoints for audio and text based broadcasts Term: 11/11/2018 - 11/10/2019 Funding Source: General Funds	TESS/SBCCD	\$8,400.00
Slack Technologies, Inc.	(17403) Software subscription used for communication to collaborate on projects Term: 10/10/2018 - 10/9/2019 Funding Source: General Funds	Marketing/SBVC	\$1,987.74
Tableau Software, Inc.	(17469) Software that provides users the ability to create easy to reach dashboards Term: 3/2/2019 - 3/1/2020 Funding Source: General Funds	TESS/SBCCD	\$20,107.50
TouchBistro USA, Inc.	(17458) Licensing Fee for point of sale system for the Sunroom Term: 1/9/2019 - 1/8/2020 Funding Source: Strong Workforce Program	Restaurant Mgmt/SBVC	\$3,816.00
<i>SubTotal for Software/Online Services: 20</i>			<i>\$148,760.41</i>

<i>Contract Type</i>			
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>
<i>Subgrantee</i>			
San Bernardino City USD	(17351) Subgrantee agreement for Middle College High School to coordinate staff development Term: 9/1/2018 - 6/30/2019 Funding Source: Middle College HS Grant	Middle College/SBVC	\$4,000.00
San Bernardino City USD	(17352) Subgrantee agreement for Middle College High School to coordinate staff supervision of students Term: 9/1/2018 - 6/30/2019 Funding Source: Middle College HS Grant	Middle College/SBVC	\$3,000.00
San Bernardino City USD	(17350) Subgrantee agreement for Middle College High School to coordinate student field trips Term: 9/1/2018 - 5/22/2019 Funding Source: Middle College HS Grant	Middle College/SBVC	\$10,500.00
San Bernardino County Superintendent of Schools	(17468) Subgrantee agreement for AB104 Adult Education Block Grant (AEBG); one time funding for program integration project Term: 10/1/2018 - 12/31/2018 Funding Source: Adult Ed (AEBG) Grant	Mathematics/SBVC	\$95,900.00
<i>SubTotal for Subgrantee: 4</i>			<i>\$113,400.00</i>

Grand Total Contracts for Board Date 12/13/2018: 118

Routine Contracts - Summary

Scheduled Board Meeting 12-13-2018

EXPENSES

<u>Category</u>	<u>Number of Contracts</u>	<u>Contract Value</u>
<i><u>Calworks Workstudy</u></i>	6	\$50,827.50
<i><u>Clinicals</u></i>	2	\$0.00
<i><u>General</u></i>	70	\$372,002.32
<i><u>Joint Powers/Piggyback</u></i>	1	\$0.00
<i><u>Maintenance Agreement</u></i>	4	\$35,561.56
<i><u>Off-Campus Work Study</u></i>	1	\$7,000.00
<i><u>PO as Contract</u></i>	2	\$1,059.95
<i><u>Program Acquisition</u></i>	1	\$4,604.00
<i><u>Software/Online Services</u></i>	20	\$148,760.41
<i><u>Subgrantee</u></i>	4	\$113,400.00
	111	Total Expenses
		<u><u>\$733,215.74</u></u>

INCOME

<u>Category</u>	<u>Number of Contracts</u>	<u>Contract Value</u>
<i><u>Income - Facilities Use</u></i>	1	\$0.00
<i><u>Income - Grant</u></i>	5	\$3,326,194.00
<i><u>Income - Underwriter</u></i>	1	\$10,000.00
	7	Total Income
		<u><u>\$3,336,194.00</u></u>
Total Number of Contracts	<u><u>118</u></u>	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Steven J. Sutorus, Business Manager
DATE: December 13, 2018
SUBJECT: Consideration of Approval of Surplus Property and Authorization for Private Sale or Disposal

RECOMMENDATION

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

OVERVIEW

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

ANALYSIS

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

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

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

Fixed Assets Surplus Report
December 13, 2018

Asset #	Date Retired	Description	Initial Value	Current Value
17562	10/16/2018	CPU	\$1,184.29	\$0.00
17585	10/16/2018	CPU	\$1,184.29	\$0.00

Non-Fixed Assets Surplus Report

Optiplex Computers	22 ea
Power Supplies	25 ea
Motherboards	23 ea
Floppy Drives	18 ea
RAM	55 ea
CPUs	11 ea
Sound Cards	11 ea
Hard Drives	29 ea
DVDs, NICs, Hubs, UPS	22 ea
Graphics Cards	11 ea
Speakers	1 ea
Mice	97 ea
Headsets	33 ea
Track Balls	7 ea
Sata Cards	1 ea
Range Extenders	1 ea
Zip Drives	4 ea
Wireless Access Points	1 ea
Nexus Tablet	1 ea
Volt Meters	1 ea
VGA - VGI Adapters	134 ea
Modems	1 ea
Monitor Stands	18 ea
Monitors	14 ea
Telephones	4 ea
Video Cards	3 ea
Keyboards	31 ea
Remotes	2 ea
Hand Held Scanning Devices	5 ea
Register Printers	5 ea
Register Displays	4 ea
Data Max Box	1 ea
Register Keyboard	4 ea
CPR Manikins	16 ea
AED Trainers	6 ea

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Steven Sutorus, Business Manager
DATE: December 13, 2018
SUBJECT: Consideration of Approval of Surplus Property and Authorize Donation to Family Service Association of Redlands

RECOMMENDATION

It is recommended that the Board of Trustees approve the surplus and donation of 10 computers to Family Service Association of Redlands.

OVERVIEW

SBCCD's Technology and Educational Support Services (TESS) wishes to surplus the items which are no longer used by the District. Education Code 81450.5 provides that a community college district may donate property to a school district or public entity. The estimated value of the donation is \$500.00.

ANALYSIS

The SBCCD TESS Department no longer uses the computers and they are non-essential to ongoing operations. Family Service Association of Redlands has examined the equipment and is willing to accept the donation for use in supporting their mission.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

No cost to the District.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Stacey K. Nikac, Senior Executive Assistant
DATE: December 13, 2018
SUBJECT: Consideration to Adopt Resolutions to Grant Excused Absence

RECOMMENDATION

It is recommended that the Board of Trustees adopt the resolutions to grant the excused absences and pay Trustees Reyes and Williams as if in attendance at said meeting.

Trustee	Meeting	Amount
Joseph Williams	11/29/18 Study Session	\$133.33
Frank Reyes	11/29/18 Study Session	\$133.33

OVERVIEW

Education Code 72024 provides that a member may be paid for any meeting when absent if the board, by resolution duly adopted and included in its minutes, finds that, at the time of the meeting, he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board.

INSTUTIONAL VALUES

IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the budget.

**RESOLUTION
TO GRANT EXCUSED ABSENCE AND PAY TRUSTEE FOR MEETING
ATTENDANCE**

WHEREAS, the members of the Board of Trustees of the San Bernardino Community College District receive compensation for attendance at meetings of the Board in accordance with provisions of Education Code Section 72024; and

WHEREAS, Education Code 72024 provides that a member may be paid for any meeting when absent if the Board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was ill or the absence was due to a hardship deemed acceptable by the Board or due to district business; and

WHEREAS, the Board finds that the absence of Trustee Reyes from the meeting on November 29, 2018 was due to performing services outside the meeting for the community college district; and

WHEREAS, this resolution will constitute action to grant an excused absence of Trustee Reyes.

NOW, THEREFORE, BE IT RESOLVED that Trustee Reyes shall be paid as if in attendance at said meeting.

ADOPTED this 13th day of December 2018.

Bruce Baron
Chancellor and Secretary

**RESOLUTION
TO GRANT EXCUSED ABSENCE AND PAY TRUSTEE FOR MEETING
ATTENDANCE**

WHEREAS, the members of the Board of Trustees of the San Bernardino Community College District receive compensation for attendance at meetings of the Board in accordance with provisions of Education Code Section 72024; and

WHEREAS, Education Code 72024 provides that a member may be paid for any meeting when absent if the Board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was ill or the absence was due to a hardship deemed acceptable by the Board or due to district business; and

WHEREAS, the Board finds that the absence of Trustee Williams from the meeting on November 29, 2018 was due to performing services outside the meeting for the community college district; and

WHEREAS, this resolution will constitute action to grant an excused absence of Trustee Williams.

NOW, THEREFORE, BE IT RESOLVED that Trustee Williams shall be paid as if in attendance at said meeting.

ADOPTED this 13th day of December 2018.

Bruce Baron
Chancellor and Secretary

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose Torres, Executive Vice Chancellor
PREPARED BY: Lawrence P. Strong, Director of Fiscal Services
DATE: December 13, 2018
SUBJECT: Consideration of Approval of Vacation Payout

RECOMMENDATION

It is recommended that the Board of Trustees approve payout of the following vacation time.

	# Days	Rate	Total
Diana Rodriguez President San Bernardino Valley College	15	\$890.62	\$13,359.39
Eduardo Rubio Caltrans Project Administrator Economic Development & Corporate Training	25	\$276.15	\$6,903.75
Timothy Vasquez Assistant Manager, Workforce Development Economic Development & Corporate Training	16	\$317.79	\$5,084.59

OVERVIEW

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

ANALYSIS

This board item authorizes the payout of vacation to SBCCD administrative personnel.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Payment will be made from the appropriate funds.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose Torres, Executive Vice Chancellor

PREPARED BY: Jose Torres, Executive Vice Chancellor

DATE: December 13, 2018

SUBJECT: Consideration of Approval to Adopt Resolution #2018-12-13-FPC
Approving Amended and Restated Bylaws for the Independent Citizens'
Bond Oversight Committee

RECOMMENDATION

It is recommended that the Board of Trustees approve Resolution #2018-12-13-FPC approving Amended and Restated Bylaws for the Independent Citizens' Bond Oversight Committee.

OVERVIEW

An election was held in the San Bernardino Community College District ("District") on February 5, 2008 (the "Proposition M") for the issuance and sale of up to \$500,000,000 of general obligation bonds of the District. An election was also held in the District on November 6, 2018 for the issuance and sale of up to \$470,000,000 of general obligation bonds of the District (the "Measure CC").

ANALYSIS

Both Proposition M and Measure CC were approved under Proposition 39 which requires that the District establish, populate and empower an independent citizens' bond oversight committee. As required by Proposition 39, the District, through Board action, established an independent citizens' oversight committee in connection with Proposition M (the "Committee"), and the District now wishes to expand the responsibilities of the Committee to include the review of expenditures of both Proposition M and Measure CC bond proceeds, and to approve the Amended and Restated Bylaws which set forth these expanded powers and responsibilities.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

Because the Education Code prohibits the use of bond funds for the support of the Committee, there may be a fiscal impact to the General Fund resulting from the expansion of the role of the Committee.

**RESOLUTION #2018-12-13-FPC OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
DESIGNATING A CITIZENS BOND OVERSIGHT COMMITTEE FOR MEASURE CC,
APPROVING AMENDED AND RESTATED BYLAWS THEREFOR**

[v.11.23.2018.p.1]3]

4822-3772-8384v1/024499-0014

WHEREAS, the Board of Trustees of the San Bernardino Community College District (the “District”) previously adopted a resolution requesting San Bernardino County (the “County”) to call an election for general obligation bonds (the “Bond Election”) to be held on November 6, 2018; and

WHEREAS, notice of the Bond Election has been duly given and on November 6, 2018 a measure for the issuance of bonds of the District in the amount of \$470,000,000 (“Measure CC”) was approved by more than 55% of the voters voting on Measure CC; and

WHEREAS, Section 15278 of the Education Code of the State of California provides that the governing board of a community college district shall establish and appoint members to an independent citizens' oversight committee, within 60 days of the date that the governing board enters the election results on its minutes; and

WHEREAS, the Board of Trustees of the District has established independent citizens' bond oversight committee in connection with issuance of bonds under its Proposition M approved by voters on February 5, 2008, and the Board desires that such committee perform the same oversight responsibilities for Measure CC; and

WHEREAS, the Board of Trustees has previously approved Bylaws governing such committee but now desires to amend and restate such Bylaws, in whole, to make them applicable to both Proposition M and Measure CC.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:

Section 1. Authorization. Proposition M and Measure CC were authorized pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution in accordance with the requirements of the Strict Accountability In Local School Construction Bonds Act of 2000 (the “Act”).

Section 2. Establishment of Committee. The District’s Proposition M Independent Citizens' Bond Oversight Committee (the “Committee”) is hereby designated to also serve as the independent bond oversight committee for both Proposition M and Measure CC for the purposes set forth in the Act.

Section 3. Bylaws. The Committee shall operate pursuant to the Board approved Amended and Restated Bylaws. The Committee shall have only those responsibilities granted to them in the Act, and in the Amended and Restated Bylaws. The Amended and Restated Bylaws, as submitted herewith and attached hereto, are hereby approved. The previous Bylaws relating to Proposition P and Proposition M are rescinded and of no further force and effect.

Section 4. Other Actions. Officers of the Board and members of the Committee are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any

**RESOLUTION #2018-12-13-FPC OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
DESIGNATING A CITIZENS BOND OVERSIGHT COMMITTEE FOR MEASURE CC,
APPROVING AMENDED AND RESTATED BYLAWS THEREFOR**

[v.11.23.2018.p.2]3]

4822-3772-8384v1/024499-0014

and all documents which they may deem necessary or advisable in order to give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

ADOPTED, SIGNED AND APPROVED this 13th day of December, 2018.

BOARD OF TRUSTEES OF THE SAN BERNARDINO
COMMUNITY COLLEGE DISTRICT

Board President

ATTEST:

Secretary

**IN INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE
AMENDED AND RESTATED BYLAWS**

[v.11.23.2018.p.1]7]

4838-3747-5696v3/024499-0014

Section 1. Committee Established. The San Bernardino Community College District (the "District") was successful at the election conducted on ~~November 5, 2002 (the "Prop P Election"), in obtaining authorization from the District's voters to issue up to \$190,000,000 aggregate principal amount of the District's general obligation bonds.~~ On February 5, 2008 the District was ~~successful~~ February 5, 2008 (the "Prop M Election"), in obtaining authorization from the District's voters to issue up to \$500,000,000 aggregate principal amount of the District's general obligation bonds. On November 6, 2018 the District was successful in obtaining authorization from the District's voters to issue up to \$470,000,000 aggregate principal amount of the District's general obligation bonds (the "Prop M Measure CC Election"). The Prop PM Election and the Prop M Measure CC Election are hereinafter referred to collectively as the "Elections." Both Elections were conducted under Proposition 39, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, at Section 15264 *et seq.* of the Education Code of the State ("Prop 39"). Pursuant to Section 15278 of the Education Code, the District is obligated to establish the Committee in order to satisfy the accountability requirements of Prop 39. The Board of Trustees of the San Bernardino Community College District (the "Board") has established the Independent Citizens' Bond Oversight Committee (the "Committee") which shall have the duties and rights set forth in these Bylaws. The Committee does not have independent legal capacity from the District.

Section 2. Purposes. The purposes of the Committee are set forth in Prop 39, and these Bylaws are specifically made subject to the applicable provisions of Prop 39 as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the *Ralph M. Brown Public Meetings Act* of the State of California and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth in Prop 39.

The proceeds of general obligation bonds issued pursuant to the Elections are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to bond proceeds generated under Prop PM and ~~Prop M Measure CC~~. Regular and deferred maintenance projects and all monies generated from other sources shall fall outside the scope of the Committee's review. However, to the extent that facilities are financed with a combination of Prop PM and ~~Prop M Measure CC~~ monies and other non-bond funds, such projects shall be subject to Committee oversight and review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform the duties set forth in Sections 3.1, 3.2 and 3.3 and shall refrain from those activities set forth in Sections 3.4 and 3.5:

3.1 Inform the Public. The Committee shall inform the public concerning the District's expenditure of bond proceeds. In fulfilling this duty, all official communications to either the Board or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the majority view of the Committee.

3.2 Review Expenditures. The Committee shall review expenditure reports produced by the District to ensure that (a) bond proceeds were expended only for the purposes set forth in Prop PM and Prop M Measure CC; and (b) no bond proceeds were used for any teacher or administrative salaries or other operating expenses in compliance with Attorney General Opinion 04-110, issued on November-9, 2004.

**IN INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE
AMENDED AND RESTATED BYLAWS**

[v.11.23.2018.p.2]7]

4838-3747-5696v3/024499-0014

3.3 Annual Report. The Committee shall present to the Board, in public session, no later than March 31 following each fiscal year, an annual written report which shall include the following:

- (a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and
- (b) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board/Chancellor. Either the Board or the Chancellor, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (i) Approval of contracts,
- (ii) Approval of change orders,
- (iii) Expenditures of bond funds,
- (iv) Handling of all legal matters,
- (v) Approval of project plans and schedules,
- (vi) Approval of Deferred Maintenance ~~Plan~~Plans, and
- (vii) Approval of the sale of bonds.

3.5 Prop-~~P~~ M and Prop-~~M~~ Measure CC Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of bond proceeds, the Board has not charged the Committee with responsibility for:

- (a) Projects financed through the State of California, developer fees, redevelopment tax ~~increment~~increments, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property without bond proceeds shall be outside the authority of the Committee.
- (b) The establishment of priorities and order of construction for the bond projects shall be made by the Chancellor in his sole discretion.
- (c) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are required to complete the project based on District criteria established by the Board in its sole discretion.
- (d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) which shall be determined by the Board in its sole discretion.

**IN INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE
AMENDED AND RESTATED BYLAWS**

[v.11.23.2018.p.3]7]

4838-3747-5696v3/024499-0014

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee.

(f) The approval of an annual budget for the Committee that is sufficient to carry out the activities set forth in Prop 39 and included herein.

(g) The adoption of a plan for publicizing the activities of the Committee and the determination as to whether a mailer, a newspaper notice or website materials would best suit the distribution of the Committee's findings and recommendations.

(h) The amendment or modification of the Bylaws for the Committee as provided herein, subject to the legal requirements of Proposition 39.

(i) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board's sole discretion as part of carrying out its function under Prop 39.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive copies of the District's annual independent performance audit and annual independent financial audit, required by Prop 39 (Article XIII A of the California Constitution) (together, the "Audits") at the same time said Audits are submitted to the District, and review the Audits.

(b) Inspect District facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Executive Vice Chancellor, ~~Business & Fiscal~~ District Support Services.

(c) Review copies of deferred maintenance ~~proposal~~ proposals or plans developed by the District.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

(e) Receive from the Board, within three months of the District receiving the Audits, responses to any and all findings, recommendations, and concerns addressed in the Audits, and review said responses.

Section 5. Membership.

5.1 Number.

The Committee shall consist of a minimum of seven (7) members appointed by the Board of Trustees from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit:

**IN INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE
AMENDED AND RESTATED BYLAWS**

[v.11.23.2018.p.4|7]

4838-3747-5696v3/024499-0014

- One (1) student enrolled and active in a community college support group, such as student government.
- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizens' organization.
- One (1) member active in a bona-fide taxpayers association.
- One (1) member active in a support organization for the college, such as a foundation.
- Two (2) members of the community at-large.

5-15.2 Qualification Standards.

- (a) To be a qualified person, he or she must be at least 18 years of age.
- (b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.

5-25.3 Ethics: Conflicts of Interest.

(a) Members of the Committee are not subject to the Political Reform Act (Gov. Code §§ 81000 *et seq.*), and are not required to complete Form 700; but each member shall comply with the Committee Ethics Policy attached as "Attachment A" to these Bylaws.

(b) Pursuant to Section 35233 of the Education Code, the prohibitions contained in Article 4 (commencing with Section 1090) of Division 4 of Title 1 of the Government Code ("Article 4") and Article 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code ("Article 4.7") are applicable to members of the Committee. Accordingly:

(i) Members of the Committee shall not be financially interested in any contract made by them in their official capacities or by the Committee, nor shall they be purchasers at any sale or vendors at any purchase made by them in their official capacity, all as prohibited by Article 4; and

(ii) Members of the Committee shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to duties as a member of the Committee or with the duties, functions, or responsibilities of the Committee or the District. A member of the Committee shall not perform any work, service, or counsel for compensation where any part of his or her efforts will be subject to approval by any other officer, employee, board, or commission of the District's Board of Trustees, except as permitted under Article 4.7.

5-35.4 Term. Except as otherwise provided herein, each member shall serve a term of ~~three~~ **two (2)** years, beginning on the month July 1 immediately following the member's appointment by the Board. No member may serve more than ~~two~~ **three (3)** consecutive terms. At the Committee's

**IN INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE
AMENDED AND RESTATED BYLAWS**

[v.11.23.2018.p.5]7]

4838-3747-5696v3/024499-0014

first meeting, members will draw lots or otherwise select a minimum of two members to serve for an initial one (1)-year term and the remaining members for an initial two (2)-year term. Members whose terms have expired may continue to serve on the Committee until a successor has been appointed. Members who have previously served on the Prop P and Prop M Committee shall be permitted to serve on the Committee and, if appointed by the Board, are entitled to serve new three (3) consecutive two (2) year terms from the date of their appointment.

5.45.5 Appointment. Members of the Committee shall be appointed by the Board through the following process: (a) the District will advertise in the local newspapers, on its website, and in other customary forums, as well as solicit appropriate local groups for applications; (b) the Chancellor or his designee will review the applications; and (c) the Chancellor or his designee will make recommendations to the Board.

5.55.6 Removal; Vacancy. The Board may remove any Committee member for any reason, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process shall fill any vacancies on the Committee. The Board shall seek to fill vacancies within 90 days of the date of occurrence of a vacancy.

5.65.7 Compensation. The Committee members shall not be compensated for their services.

5.75.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District; (b) individual members of the Committee retain the right to address the Board, either on behalf of the Committee or as an individual; (c) the Committee shall not establish subcommittees for any purpose; and (d) the Committee shall have the right to request and receive copies of any public records relating to projects funded by the Prop ~~P M~~ and ~~Prop M Measure CC~~.

Section 6. Meetings of the Committee.

6.1 Regular Meetings. The Committee is required to meet at least once a year including an annual organizational meeting to be held in ~~November~~July, but shall not ~~hold regular meetings~~meet more frequently than quarterly.

~~6.1.5. Special Meetings. Special meetings of the can be called if necessary.~~

6.2 Location. All meetings shall be held within the San Bernardino Community College District, located in San Bernardino and Riverside Counties, California.

6.3 Procedures. All meetings shall be open to the public in accordance with the *Ralph M. Brown Act*, Government Code Section 54950 *et seq.* Meetings shall be conducted according to such additional procedural rules as the Committee may adopt. A majority of the number of Committee members shall constitute a quorum for the transaction of any business except adjournment.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

**IN INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE
AMENDED AND RESTATED BYLAWS**

[v.11.23.2018.p.6]7]

4838-3747-5696v3/024499-0014

- (a) preparation of and posting of public notices as required by the *Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the District Board;
- (b) provision of a meeting room, including any necessary audio/visual equipment;
- (c) preparation, translation and copies of any documentary meeting materials, such as agendas and reports; and
- (d) retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend all Committee proceedings in order to report on the status of projects and the expenditure of bond proceeds.

Section 8. Reports. In addition to the Annual Report required in Section 3.3, the Committee may report to the Board from time to time in order to advise the Board on the activities of the Committee. Such report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Chancellor shall appoint the initial Chair. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall act as Chair only when the Chair is absent. The Chair and Vice-Chair shall serve in such capacities for a term of one year and may be re-elected by vote of a majority of the members of the Committee.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be approved by a majority vote of the Board.

Section 11. Termination. The Committee shall automatically terminate and disband concurrently with the Committee's submission of the final Annual Report which reflects the final accounting of the expenditure of all Prop-~~P~~ M and ~~Prop-M~~ Measure CC monies.

**IN INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE
AMENDED AND RESTATED BYLAWS**

[v.11.23.2018.p.7]7]

4838-3747-5696v3/024499-0014

**CITIZENS' BOND OVERSIGHT COMMITTEE
ETHICS POLICY STATEMENT**

This Ethics Policy Statement provides general guidelines for Committee members to follow in carrying out their roles. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds, or (2) any construction project which will benefit the Committee member's outside employment, business, or a personal finance or benefit an immediate family member, such as a spouse, child or parent.

- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.

- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the San Bernardino Community College District.

- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

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

DATE: December 13, 2018

SUBJECT: Consideration of Approval to Adopt Resolution #2018-12-13-FS
Approving Transfers from the Reserve for Contingencies to Various
Expenditure Classifications

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution #2018-12-13-FS approving the transfer of funds from the reserve for contingencies to various expenditure classifications as indicated in the attached resolution.

OVERVIEW

The 2018-19 Final Budget adopted by the Board of Trustees on September 13, 2018 represents the District's best estimates for income and expenditures during the ensuing fiscal year. However, as the year progresses, additional income is sometimes received and must be distributed to appropriate accounts, expenditures change from projected levels, and increased costs may need to be covered. As provided in Title 5, §58307, and in accordance with SBCCD Administrative Procedure 6250, the Board of Trustees may approve the transfer of funds from the reserve for contingencies to any expenditure classifications via the adoption of a resolution by a two-thirds majority vote.

ANALYSIS

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

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

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

**RESOLUTION #2018-12-13-FS OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
TO APPROVE TRANSFERS FROM RESERVE FOR CONTINGENCIES TO
VARIOUS EXPENDITURE CLASSIFICATIONS**

[v.11.28.2018.p.1]2]

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

WHEREAS, on the 13th day of September, 2018, the San Bernardino Community College District (the District) adopted the 2018-19 Final Budget specifying the maximum amount which may be expended for each classification of expenditure; and

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

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

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

PASSED AND ADOPTED by the Board of Trustees on December 13, 2018, by the following majority vote:

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

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

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

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

_____ Secretary of the Board of Trustees

**RESOLUTION #2018-12-13-FS OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
TO APPROVE TRANSFERS FROM RESERVE FOR CONTINGENCIES TO
VARIOUS EXPENDITURE CLASSIFICATIONS**

[v.11.28.2018.p.2]2]

EXHIBIT A

Fund 110 General Fund, Unrestricted			20,802,796	2018-19 Initial Fund Balance*	
			-	Net Change from Previously Approved Transfers	
			20,802,796	Current Fund Balance	
			19.6%		
Board Approved	Date	Ref #	Amount to/(from) Reserve	Expenditure Classification	Justification
12/13/2018	10/30/2018	190100	(34,835)	5000 Other Expenses	To match CHC budget to increased Lotto allocation from state
12/13/2018	10/30/2018	190104	(394,250)	5000 Other Expenses	To increase TESS budget due to reduction of state block grant funding
12/13/2018	11/6/2018	190124	(11,327)	7600 Other Student Aid	To account for Workforce Investment Act carryover that was not included in original budget
12/13/2018	11/8/2018	190138	(30,000)	5000 Other Expenses	To cover cost for economic modeling software for Institutional Effectiveness
			(470,412)	Total Approved at this Board Meeting	
			20,332,384	Fund Balance After Transfer(s)	
			19.2%		

*Initial fund balances based on unaudited 2017-18 estimated actuals.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Lawrence P. Strong, Director, Fiscal Services
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Ratify Interfund Borrowing Transactions

RECOMMENDATION

It is recommended that the Board of Trustees ratify the following interfund borrowing transaction(s) in accordance with the resolution it adopted on April 12, 2018:

Date	Amount	From Fund (Oracle #)	To Fund (Oracle #)	Status
11/15/18	\$200,000	01 General Fund (110)	82 FNX (825)	To be repaid by 06/30/2019

OVERVIEW

According to California Education Code E.C. 42603, the Board of Trustees may direct that money be temporarily transferred from one fund to another for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds, and shall not be available for appropriation, or considered income. Amounts transferred shall be repaid in the same fiscal year or in the following fiscal year, if the transfer takes place within the final 120 calendar days of fiscal year.

On April 12, 2018 the Board of Trustees adopted a resolution authorizing the chancellor or his designee to approve interfund transfers during fiscal year 2018-19 which would later be ratified by the Board.

ANALYSIS

Historically, some funds receive revenue later in the fiscal year than others. Therefore, the use of temporary borrowing between funds has been employed to offset the interim shortage of cash flow. This standard business practice is approved by the Board of Trustees via the resolution adopted on April 12, 2018. It is anticipated that all the borrowed funds will be repaid by the 2018-19 fiscal year, as required by E.C. 42603.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

This item will not have a financial impact on the budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: December 13, 2018

SUBJECT: Consideration to Approve District/College Expenses

RECOMMENDATION

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

OVERVIEW

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

INSTITUTIONAL VALUES

IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the budget.

**San Bernardino Community College District
District & College Expenses**

Site: District
Event: CCC Registry Job Fair
Date of Event: 1/26/19

Item Being Purchased: Job fair booth and travel expenses for two employees
Total Estimated Cost: \$ 2600
Funding Source: Equal Employment Opportunity Grant Funds

Site: District
Event: District Support Services meetings, special events, trainings, workshops, and supplies for remainder of FY 2018-19.
Date of Event: 11/1/18-6/30/19

Item Being Purchased: Refreshments and supplies
Total Estimated Cost: \$ 20000
Funding Source: Controller and Human Resources General Fund
Approval for fiscal year expense is being requested in response to growing need for extensive planning meetings and trainings.

Site: CHC
Event: Guardian Scholars Meeting
Date of Event: 2/22/19

Item Being Purchased: Refreshments. This meeting is sponsored by the EOPS department and includes RUSD academic case carriers, County of San Bernardino Educational Liaisons, and San Bernardino City Schools Foster Youth Liaisons.
Total Estimated Cost: \$ 1000
Funding Source: EOPS General Fund

Site: CHC
Event: ARTs Day
Date of Event: 3/8/19

Item Being Purchased: Transportation, meals, Non-Instructional Academic Hourly and Student Hourly. Each spring approximately 100 juniors and seniors from our service area, with an interest in fine arts, visit the campus. This event exposes local high school students to the college's fine arts programs and support services available to them as prospective incoming college students. Attendees participate in a series of art experiences and interactive workshops in theater improvisation, music, dance, art, and creative writing.
Total Estimated Cost: \$ 3500
Funding Source: CHC Dual Enrollment contract

**San Bernardino Community College District
District & College Expenses**

Site: CHC
Event: Region 9 CARE Conference
Date of Event: 04/03/19-04/05/19

Item Being Purchased: Hotel and meals. Four students and two chaperones to attend the Region 09 Care Conference at Cal Poly Pomona. Staff from Region 9 are providing this professional development conference for CARE students to build up their leadership skills, welfare to work advocacy and team building.
Total Estimated Cost: \$ 2000
Funding Source: CARE categorical funding

Site: SBVC
Event: CARE Holiday Luncheon
Date of Event: 12/14/18

Item Being Purchased: Meals and Supplies.
Sponsored by the CARE program, the primary purpose of event being held at SBVC is to celebrate the Fall 2018 accomplishments of CARE students. There will also be a distribution of gifts for the children of students, which will be donated by members of the campus community. Anticipated attendance is 60 Students and staff members. Chaperone and staff helping will be Joanne Hinojosa, Rosemary Chavez and Maribel Cisneros.
Total Estimated Cost: \$ 3000
Funding Source: CARE Categorical Fund

Site: SBVC
Event: CSUSB Leadership Retreat
Date of Event: 12/18/18

Item Being Purchased: Registration and food for students.
Sponsored by the Guardian Scholars/Student Life, the purpose of this event will allow the Guardian Scholar's Club to get exposure to leadership qualities and networking opportunities. Anticipated attendance is 10 students, faculty and staff. Chaperones will be Evelyn Luna and Nicole Mendoza.
Total Estimated Cost: \$ 600
Funding Source: Student Clubs and Trust/Guardian Scholars Club

**San Bernardino Community College District
District & College Expenses**

Site: SBVC

Event: Spring 2019 Adjunct Orientation

Date of Event: 01/10/19

Item Being Purchased: Meals, refreshments, and supplies. Sponsored by the Office of Instruction, the Adjunct Orientation gives part-time faculty members the opportunity to learn about the upcoming Spring semester, attend break-out sessions, and department and division meetings. Anticipated attendance is approximately 300 District, Faculty, and Staff members.

Total Estimated Cost: \$ 7000

Funding Source: Instruction Office General Fund

Site: SBVC

Event: Region 9 EOPS/CARE Director's Meeting

Date of Event: 02/04/19

Item Being Purchased: Meals and Supplies

Sponsored by Student Equity and EOPS/CARE, the Region 9 Director's meeting is an annual event and hosted by area colleges, where policies and regulations are discussed. Breakfast and lunch will be served during the meeting time as we are the hosting college. Anticipated attendance will be 27 area Directors, faculty and staff. Kathy Fonseca and Carmen Rodriguez will serve as advisors.

Total Estimated Cost: \$ 700

Funding Source: Student Equity & Success Categorical Fund

AMENDMENT: This item was previously approved at the 11/8/2018 board meeting and is now being amended to reflect the date change from 2/11/2019 to 2/4/2019.

Site: SBVC

Event: Education and Employment Conference for Foster Youth

Date of Event: 02/09/19

Item Being Purchased: Meal, Contracts, Overtime and Supplies. Sponsored by the Student Equity Division/Guardian Scholars Program. The division will along with San Bernardino County Probation will host a day conference mixed with educational tools and information as well as a small job fair and mock interviews for students in this field to help students succeed. Anticipated attendance is 120 students, faculty, staff and SB County Probation individuals. Carmen Rodriguez will serve as advisor.

Total Estimated Cost: \$ 1000

Funding Source: Student Equity & Success Categorical Fund

**San Bernardino Community College District
District & College Expenses**

Site: SBVC
Event: Drag Show
Date of Event: 02/14/19

Item Being Purchased: Decorations and Refreshments.
Sponsored by LGBTQ+Pride/Student Life, the LGBTQ+ Pride is hosting a Drag Show at SBVC. This event will showcase student drag queens and kings. The purpose of this event is bring awareness and unity within the LGBTQ+ community. Anticipated attendance is 80 students, faculty, staff and community members. Heather Johnson will serve as advisor.
Total Estimated Cost: \$ 2000
Funding Source: Student Clubs and Trust/LGBTQ+ Pride Club Account , Arts, Lecture & Diversity General Fund

Site: SBVC
Event: Preserving Family Ties
Date of Event: 02/21/19

Item Being Purchased: Guest Speaker, Food and Materials
Sponsored by Guardian Scholars/First Year Experience, this workshop at SBVC provides information and resources to kinship caregivers who have challenges and need skills in order to effectively parent emotionally abused and neglected children. Anticipated attendance is 60 students, faculty and staff. Sharaf Williams, Rosemary Rivera-Reza, Mary Bradley will be advisors.
Total Estimated Cost: \$ 1400
Funding Source: Foster/Kinship Care Education Categorical Funds

Site: SBVC
Event: Annual High School Counselor and Career Technician Conference
Date of Event: 03/01/19

Item Being Purchased: Meals & Refreshments, Promotional Items and Decorations.
Sponsored by the Counseling Department, this conference held at SBVC is geared towards dissemination of information and updates to high school counselors and career technicians. It is also aimed at strengthening SBVC's partnership with feeder high schools. Anticipated attendance is 150 High School Counselors, Career Technicians and SBVC Faculty and Staff.
Total Estimated Cost: \$ 15000
Funding Source: Student Success and Support Program (SSSP) Categorical Fund

**San Bernardino Community College District
District & College Expenses**

Site: SBVC

Event: Life after High School

Date of Event: 03/11/19

Item Being Purchased: Guest Speaker, Food and Materials

Sponsored by Guardian Scholars/First Year Experience, this workshop at SBVC will promote and facilitate the engagement of foster & kinship youth and caregivers in pursuing higher education goals. Anticipated attendance is 50 students, faculty and staff. Sharaf Williams, Rosemary Rivera-Reza and Mary Bradley will be advisors.

Total Estimated Cost: \$ 2125

Funding Source: Foster/Kinship Care Education Categorical Funds

Site: SBVC

Event: Parkside Elementary Visit

Date of Event: 03/13/19

Item Being Purchased: Meals, Contracts and Supplies

Sponsored by the Student Equity & Success Division. The division will host Parkside elementary students (6th grade) for a campus tour, planetarium show and lunch being held at SBVC. This will give our local students a chance to see a college campus and experience something new. Anticipated attendance is 75 students, faculty, staff and Parkside elementary students and staff. Carmen Rodriguez will serve as advisor.

Total Estimated Cost: \$ 3000

Funding Source: Student Equity & Success Categorical Fund

Site: SBVC

Event: Parkside Elementary Visit

Date of Event: 03/15/19

Item Being Purchased: Meals, Contracts and supplies

Sponsored by the Student Equity Division. The division will host Parkside elementary students (4th grade) for a campus tour, planetarium show and lunch being held at SBVC. This will give our local students a chance to see a college campus and experience something new. Anticipated attendance is 75 students, faculty & staff. Carmen Rodriguez will serve as advisor.

Total Estimated Cost: \$ 3000

Funding Source: Student Equity & Success Categorical Fund

**San Bernardino Community College District
District & College Expenses**

Site: SBVC

Event: Independent Living Program
Conference

Date of Event: 03/23/19

Item Being Purchased: Meals, Contracts, Overtime and Supplies
Sponsored by the Student Equity & Success Division/Guardian Scholars
Program. The division will along with ILP representatives will host this annual
conference to gain knowledge and preview what is available in this field to help
students succeed. Anticipated attendance is 200 students, faculty, staff and ILP
representatives. Carmen Rodriguez will serve as advisor.

Total Estimated Cost: \$ 1000

Funding Source: Student Equity & Success Categorical Fund

Site: SBVC

Event: Working Together for Children

Date of Event: 04/18/19

Item Being Purchased: Guest Speaker, Food and Materials
Sponsored by Guardian Scholars/First Year Experience, a workshop at SBVC to
highlight critical issues facing youth who are in care system. Increase the skills of
resource parents that will improve the lives of youth and provide an opportunity
for resource parents to network with other professionals at Children & Family
Services. Anticipated attendance is 100 students, faculty and staff. Sharaf
Williams, Rosemary Rivera-Reza and Mary Bradley will be the advisors.

Total Estimated Cost: \$ 5010

Funding Source: Foster/Kinship Care Education Categorical Funds

Site: SBVC

Event: Student Recognition Banquet

Date of Event: 05/03/19

Item Being Purchased: Food, DJ, Photo booth and Materials
Banquet at the Castaway Restaurant which entails cultural awareness is to
celebrate and highlight students who have successfully completed their first year
of college within the various programs offered by First Year Experience.
Anticipated attendance is 200 students, faculty, staff and community members.
The chaperones will be Sharaf Williams and Mary Bradley.

Total Estimated Cost: \$ 10073.54

Funding Source: First Year Experience Categorical Funds

**San Bernardino Community College District
District & College Expenses**

Site: SBVC

Event: Guardian Scholars Conference

Date of Event: 05/09/19

Item Being Purchased: Guest Speaker, Food and Materials

Sponsored by the Guardian Scholars/First Year Experience, this conference at SBVC is to inform community partners, foster youth and college staff of the benefits and services provided to potential and current foster youth students and how the student is able to utilize student support services. Anticipated attendance is 120 students, faculty and staff. Sharaf Williams/Rosemary Rivera-Reza/Mary Bradley will be the advisors.

Total Estimated Cost: \$ 9107.43

Funding Source: First Year Experience Categorical Funds

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey Nikac, Senior Executive Assistant

DATE: December 13, 2018

SUBJECT: Consideration to Approve Conference Attendance

RECOMMENDATION

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

OVERVIEW

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

ANALYSIS

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

INSITUTIONAL VALUES

IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the budget.

**San Bernardino Community College District
Conference Attendance**

Site: District
Department: District Support Services/Human Resources
Conference Name: SHRM19
Travel Dates: 6/23/2019 - 6/26/2019
City, State: Las Vegas, NV
Estimated Cost Per Person: \$3,915.00
Funding Source: Human Resources General Fund

Name: Byron Isaac

Purpose: To receive in-depth information and solutions for organizational challenges, and to gain tools to increase effectiveness

Site: District
Department: District Support Services/Human Resources
Conference Name: Employment Law & Legislative Conference
Travel Dates: 3/17/2019 - 3/20/2018
City, State: Washington, DC
Estimated Cost Per Person: \$3,000.00
Funding Source: Human Resources General Fund

Name: Kristina Hannon

Purpose: To understand the complex legal landscape that affects SBCCD and gain an insider's look at the current agendas of the presidential administration and Congress, as well as public policy issues that impact Human Resources

Site: District
Department: District Support Services/Human Resources
Conference Name: National Conference on Race and Ethnicity
Travel Dates: 5/28/2019 - 6/1/2019
City, State: Portland, OR
Estimated Cost Per Person: \$2,400.00
Funding Source: Equal Employment Opportunity Grant Fund

Name: Kristina Hannon

Purpose: NCOE focuses on the complex task of creating and sustaining comprehensive institutional change designed to improve racial and ethnic relations on campus and to expand opportunities for educational access and success by culturally diverse, traditionally underrepresented populations.

Site: District
Department: District Support Services/Human Resources
Conference Name: AALRR Comprehensive Leadership Conference
Travel Dates: 4/2/2019 - 4/6/2019
City, State: Pismo Beach, CA
Estimated Cost Per Person: \$1,400.00
Funding Source: Human Resources General Fund

Name: Jose Torres and Kristina Hannon

Purpose: To learn from industry experts and interface with peers on human resources challenges including collective bargaining, labor relations, board governance, personnel management, and other legal issues.

Site: District
Department: Sponsoring CHC Student (ASG President)
Conference Name: HACU Capitol Forum
Travel Dates: 3/31/2019 - 4/3/2019
City, State: Washington, DC
Estimated Cost Per Person: \$3,700.00
Funding Source: Board of Trustees General Fund

Name: Valerie Johnson

Purpose: To promote the development of member colleges and universities; to improve access to and the quality of postsecondary educational opportunities for Hispanic students; and to meet the needs of business, industry and government through the development and sharing of resources, information and expertise.

Site: District
Department: EDCT
Conference Name: AACC WD1 Skills Up Step Up Conference
Travel Dates: 1/30/2019 - 2/1/2019
City, State: San Diego, CA
Estimated Cost Per Person: \$1,789.90
Funding Source: ETP #7

Name: Robert Levesque and Deanna Krehbiel
Purpose: Adopt best practices and emerging topics and concerns of the Community College workforce mission.

Site: CHC
Department: CTE
Conference Name: JSPAC Annual Conference 2018
Travel Dates: 11/27/2018 - 12/1/2018
City, State: Sacramento, CA
Estimated Cost Per Person: \$1,109.00
Funding Source: Strong Workforce Categorical Funding

Name: Dan Word
Purpose: Network with educators and business leaders to discuss the importance of STRONG workforce. Opportunity to gain insight on what our students need to know to compete successfully in the 21st century.
Invitation to attend was presented after the 11-13-18 board item deadline date.

Site: CHC
Department: Student Services
Conference Name: CCA 2018 Annual Convening
Travel Dates: 12/3/2018 - 12/7/2018
City, State: Chicago, IL
Estimated Cost Per Person: \$-
Funding Source: Time Only

Name: Rebecca Warren-Marlatt
Purpose: The 2018 Annual Convening will be laser-focused on sharing results and taking action, featuring shorter plenaries, more concurrent sessions, more dedicated time for teams to interact with content experts and with each other, and more focus on building the interventions that will make the greatest difference in participants' states, systems and institutions.
Scheduling conflict prevented adequate timing for approvals.

Site: CHC
Department: Mathematics
Conference Name: 2019 Acceleration Across California
Travel Dates: 2/20/2019 - 2/23/2019
City, State: Sacramento, CA
Estimated Cost Per Person: \$1,389.00
Funding Source: Basis Skills Categorical Funding

Name: Danielle McCoy

Purpose: This conference will provide new ideas, activities and innovation to implement within the co-requisite courses at CHC. It will provide a state view of what's going on within the state in mathematics and mathematics classrooms regarding AB705.

Site: SBVC
Department: Office of Instruction
Conference Name: California Community Colleges Chief Instructional Officers (CCCCIO) Fall Conference 2018
Travel Dates: 10/24/2018 - 10/26/2018
City, State: San Diego, CA
Estimated Cost Per Person: \$1,069.85
Funding Source: Instruction Office General Fund

Name: Dr. Terri Long

Purpose: This conference will hold workshops that include enrollment strategies, updated CIO Manual, managing the consortia and adult education, etc. Information learned will be shared with the managers at San Bernardino Valley College.

RATIFICATION: This item was originally calculated under the \$1000.00 needed for board approval. Upon submitting receipts for reimbursement, it exceeded the original calculations.

Site: SBVC
Department: Extended Opportunities Program and Services (EOPS)
Conference Name: California Community College Extended Opportunities Program and Services Association (CCCEOPSA) 49th Annual Fall Conference
Travel Dates: 10/28/2018 - 10/31/2018
City, State: Monterey, CA
Estimated Cost Per Person: \$2,500.00
Funding Source: EOPS Categorical Fund

Name: Rosemary Chavez, Keenan Giles, Monique Hill, Joanne Hinojosa and Valecia Rife.

Purpose: The 49th Annual CCCEOPSA Conference will inform staff about new bills and updates from the California Community College Chancellor's office. Benefits: Workshops and presentations targeted to audience regarding on how to improve, enhance, and create new ideas for San Bernardino Valley College students. The conference will provide a time to collaborate and network with other EOPS/CARE staff and faculty.

RATIFICATION/AMENDMENT: This item was previously board approved on August 9, 2018. It is being amended and ratified to add the Director of EOPS/CARE, Joanne Hinojosa to the other names previously board approved of Rosemary Chavez, Keenan Giles, Monique Hi

Site: SBVC
Department: Mathematics
Conference Name: 44th Annual American Mathematical Association of Two-Year Colleges (AMATYC) Conference with Pre-Conference Summit
Travel Dates: 11/9/2018 - 11/19/2018
City, State: Orlando, FL
Estimated Cost Per Person: \$2,970.60
Funding Source: Basic Skills General Fund

Name: Ann Gibbons

Purpose: This conference focuses on implementing, improving, and assessing all types of mathematics courses at the Community College level. It will offer insight and methods to be sure the Mathematics Department at San Bernardino Valley College will be successfully implementing the requirements of AB-705.

RATIFICATION: Funding for this conference was approved by the Basic Skills Committee on October 29, 2018, which missed the deadline for the November Board.

Site: SBVC
Department: Middle College High School Program
Conference Name: Middle College National Consortium Winter Leadership Conference
Travel Dates: 2/11/2019 - 2/14/2019
City, State: Newport Beach, CA
Estimated Cost Per Person: \$2,217.00
Funding Source: Middle College High School Chancellors Grant Fund.

Name: Charnnel Ellis and Kimberly Wingson

Purpose: Conference attendees will have the opportunity to interact with proactive speakers, upgrade their skills, stay abreast of the latest developments in the field of education and network with similar minded educators. They will bring back vital information for the Middle College Program.

Site: SBVC
Department: Mathematics, Business and CIT Division
Conference Name: 2019 Association of California Community College Administrators (ACCCA) Conference
Travel Dates: 2/20/2019 - 2/22/2019
City, State: Rancho Mirage, CA
Estimated Cost Per Person: \$1,296.58
Funding Source: Math and Science General Fund

Name: Dr. Stephanie Lewis

Purpose: This conference provides workshops like investigating new approaches to budget, allocation restrictions, enrollment management, and transforming college through transformational pathways. This will enhance the attendees knowledge as a manager and contribute to the information resource pool at San Bernardino Valley College.

Site: TESS
Department: Technology and Educational Support Services
Conference Name: CompTIA Certification Training
Travel Dates: 1/7/2019 - 6/7/2019
City, State: San Bernardino, CA
Estimated Cost Per Person: \$1,995.00
Funding Source: TESS General Fund

Name: Gerard deLeon

Purpose: The training will keep staff up to date with today's technology and prepare for the Certification test that covers PC hardware and peripherals, network connectivity issues, networking and mobile device hardware to help with work related issues in the technology field.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: December 13, 2018

SUBJECT: Consideration of Approval to Dissolve the Board of Trustees Student Success and Policy Committees

RECOMMENDATION

It is recommended that the Board of Trustees dissolve the Board of Trustees Student Success and the Board of Trustees Policy Committees.

OVERVIEW

In 2016, the Board developed advisory committees to handle specific areas of responsibility on a continual basis. The Board of Trustees Student Success and Policy Committees have completed their assignments.

INSTITUTIONAL VALUES

I. Institutional Effectiveness

FINANCIAL IMPLICATIONS

None

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Hussain Agah, Director, Facilities Planning & Construction
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Award a Small Scale Construction Contract to Awesome Blinds of Eastvale, CA

RECOMMENDATION

It is recommended that the Board of Trustees award a small scale construction contract to Awesome Blinds of Eastvale, CA for the for the 03-1819-05 Solar Shading Project at PDC in the amount of \$19,684.00.

OVERVIEW

On June 8, 2017, the Board approved a Southern California Edison (SCE) agreement for Proposition 39 Zero Net Energy (ZNE) Pilot Program to find solutions to reduce energy usage and costs at the District Office, aiming to achieve the zero net energy site status. Installing solar shade devices in the Professional Development Center classrooms and offices will minimize use of lighting during the day and significantly reduce occupant dependency on artificial lighting. The construction cost for this initiative will be 100% funded by SCE under the Proposition 39 ZNE Pilot Program.

ANALYSIS

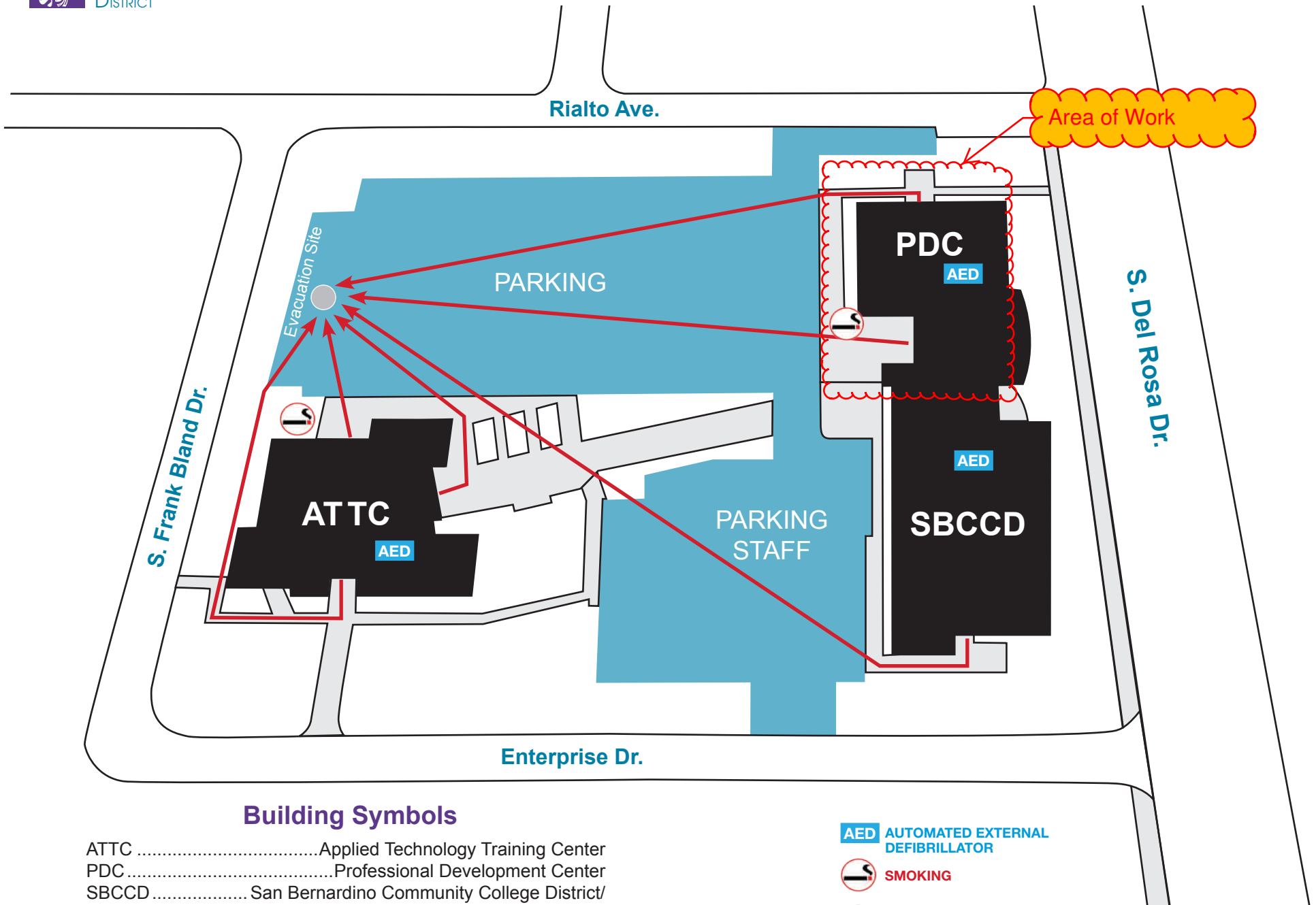
This agreement with Awesome Blinds and its associated purchase order is necessary for the ongoing effort to reduce energy usage and costs.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The cost of this project is included in the Prop 39 Construction budget and will be reimbursed through the SCE ZNE Schools Pilot Program.



Building Symbols

ATTCApplied Technology Training Center
 PDC.....Professional Development Center
 SBCCD..... San Bernardino Community College District/
 HR/Payroll

 **AED** AUTOMATED EXTERNAL
DEFIBRILLATOR

 **SMOKING**

 **Evacuation Sites**

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Hussain Agah, Director, Facilities Planning & Construction
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Award a Small Scale Construction Contract to LeMay Construction of Redlands, CA

RECOMMENDATION

It is recommended that the Board of Trustees award a small scale construction contract to LeMay Construction of Redlands CA for the 03-1718-12 Light Tubes & DWH (Domestic Water Heater) project at the District Office Buildings in the amount of \$4,465.00.

OVERVIEW

On June 8, 2017, the Board approved a Southern California Edison (SCE) agreement for Proposition 39 Zero Net Energy (ZNE) Pilot Program to find solutions to reduce energy usage and costs at the District Office, aiming to achieve the zero net energy site status. As part of this effort, this project will replace the existing condensing domestic water heater in the Applied Technology Training Center (ATTC). The construction cost for this initiative will be 100% funded by SCE under the Proposition 39 ZNE Pilot Program.

ANALYSIS

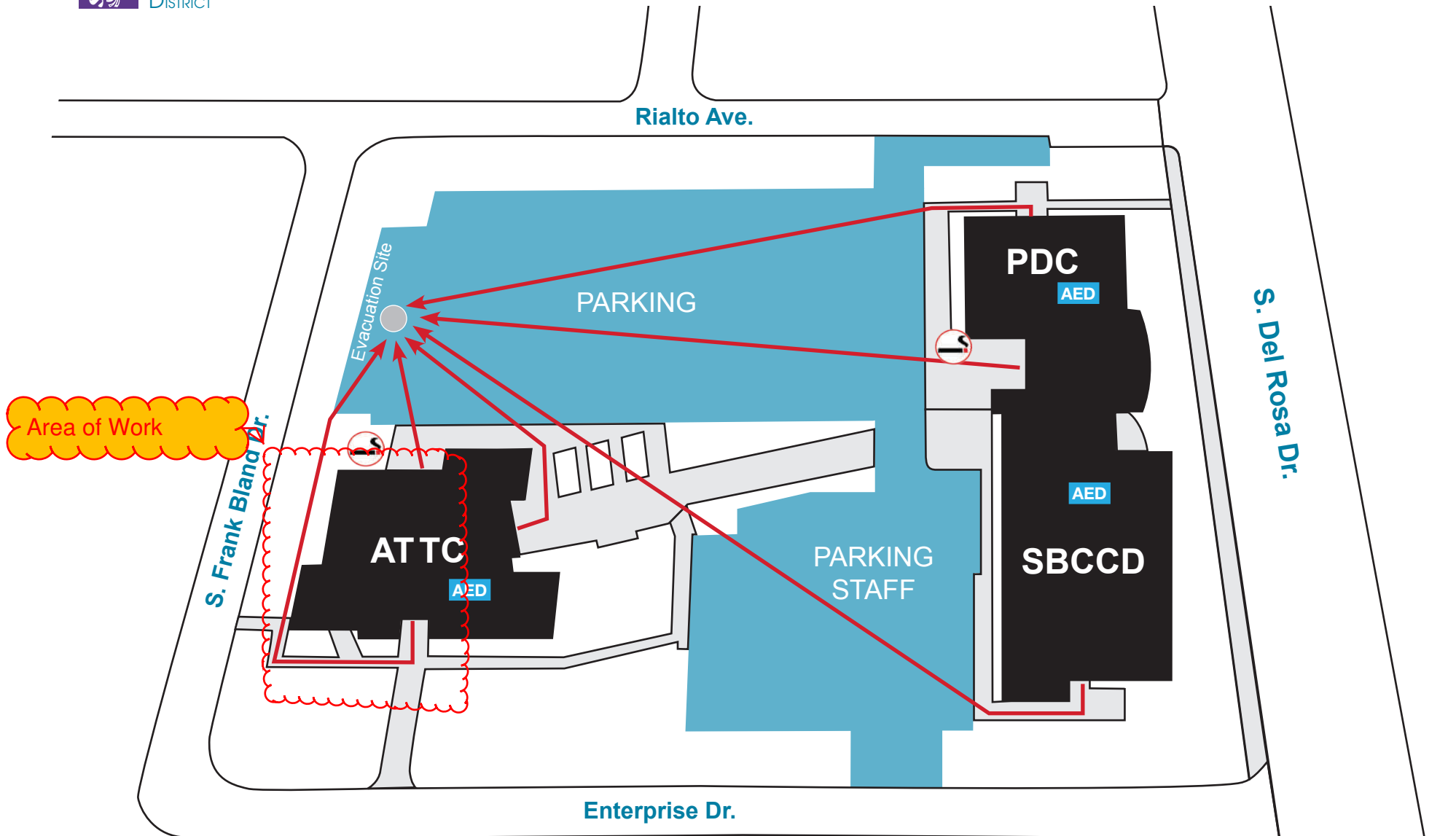
This agreement with LeMay Construction and its associated purchase order is necessary for the ongoing effort to reduce energy usage and costs.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The cost of this project is included in the Prop 39 construction budget and will be reimbursed through the SCE ZNE Pilot Program.



Building Symbols

ATTCApplied Technology Training Center
 PDC.....Professional Development Center
 SBCCD..... San Bernardino Community College District/
 HR/Payroll

 **AED** AUTOMATED EXTERNAL
DEFIBRILLATOR

 **SMOKING**

 **Evacuation Sites**

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Hussain Agah, Director, Facilities Planning & Construction
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Ratify a Small Scale Construction Contract with Allen Communications of Whitter, CA

RECOMMENDATION

It is recommended that the Board of Trustees ratify a contract with Allen Communications of Whitter, CA for the 03-1617-06 KVCR UHF-to-VHF Transition Project at Moreno Valley Tower in the amount of \$19,978.00.

OVERVIEW

In accordance with Board Policy 6340, this contract is submitted for Board ratification. Allen Communications was the only specialized firm to submit a proposal for demolishing the existing UHF transmitter, disposing of it properly, and cleaning up the site to receive the new VHF transmitter.

ANALYSIS

This agreement with Allen Communications and its associated purchase order is necessary for the ongoing construction operations of the KVCR UHF-to-VHF transition.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

The cost of this project is included in the FCC Auction Proceeds budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Jose F. Torres, Executive Vice Chancellor

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

DATE: December 13, 2018

SUBJECT: Consideration of Approval to Ratify a Small Scale Construction Contract with Three Peaks Corp. of Calimesa, CA

RECOMMENDATION

It is recommended that the Board of Trustees ratify a small scale construction contract with Three Peaks Corp. of Calimesa, CA for the demolition for structural investigation portion of the 03-1819-01 Print Shop Relocation project at CHC in the amount of \$16,870.00.

OVERVIEW

In October 2018, the Board of Trustees approved the purchase of commercial property, including Two Parkside (550 E. Hospitality Lane). SBCCD's Technology & Educational Support Services will be relocated to the second floor of Two Parkside in order to avoid having to enter a multi-year lease on its current location when the existing contract expires March 2019. As a result, the Print Shop is being relocated to CHC Building 14.

ANALYSIS

The agreement for Three Peaks Corp. and its associated purchase order is necessary to facilitate this project. The scope is to demolish/expose portions of Building 14's exterior skin, floors and ceilings to allow for structural integrity testing per Division of the State Architect requirements.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence






FINANCIAL IMPLICATIONS


The cost of this project is included in the Revenue Bond Construction budget.


CAMPUS DIRECTORY



Map not to scale
Updated: 6-8-15

-  **ATM**
-  **Bus Stop**
-  **Nurse's Station**
-  **Police/Security**
-  **Visitor Parking**

 **Parking Permits (Daily)**
 Parking permits/decals are required to park in all parking lots and on all college streets.
 Daily parking permits available in all lots.
 Parking in disabled stalls requires a valid California disabled placard and a valid SBCCD parking permit/decals.

 **Smoking Areas**
 This is a smoke-free campus. Smoking in non-designated areas or buildings may result in the issuance of a citation (Board Policy #3570; Government Code #7597)

District Police (909) 389-3275

1 MAINTENANCE & OPERATIONS/ SHIPPING & RECEIVING M&O	10 CENTRAL COMPLEX 1 CNTL 1 POLICE (LADM 153)
2 CHILD DEVELOPMENT CENTER CDC	11 CENTRAL COMPLEX 2 CNTL 2
3 CRAFTON HALL CHL	12 CANYON HALL CYN
4 CLOCK TOWER BUILDING CTB	13 VISUAL ARTS ARTS
5 WEST COMPLEX WEST	14 EAST COMPLEX 1 EAST 1
6 CRAFTON CENTER CCR	15 EAST COMPLEX 2 EAST 2
Admissions & Records	16 PUBLIC SAFETY & ALLIED HEALTH PSAH
Counseling	17 GYMNASIUM GYM
Disabled Student Services	18 NORTH COMPLEX NRTH
EOPS	19 KINESIOLOGY, HEALTH EDUCATION & KHA AQUATICS COMPLEX
Financial Aid	20 ATHLETIC FIELD AF
7 STUDENT SUPPORT BUILDING SSB	21 TENNIS COURTS TC-CRTS
Health & Wellness Center	
8 LEARNING RESOURCE CENTER LRC	
9 PERFORMING ARTS CENTER PAC	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: David James, Director, Internal Audit & Advisory Services
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Accept Independent Audit Report of KVCR TV and FM for June 30, 2018 and 2017

RECOMMENDATION

It is recommended that the Board of Trustees accept the independent audit report of KVCR TV and FM for June 30, 2018 and 2017.

OVERVIEW

Vavrinek, Trine, Day & Company has conducted the yearly districtwide independent audit for the period ending June 30, 2018.

ANALYSIS

Each year KVCR TV and FM undergoes an independent audit, after which the audit firm prepares a written report detailing its financial statements.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

This Board item has no financial implications.

KVCR TV AND FM
(A PUBLIC TELECOMMUNICATIONS ENTITY
OPERATED BY THE SAN BERNARDINO
COMMUNITY COLLEGE DISTRICT)

CONSOLIDATED FINANCIAL STATEMENTS
AND
SUPPLEMENTARY INFORMATION
WITH
INDEPENDENT AUDITOR'S REPORT

JUNE 30, 2018 AND 2017

KVCR TV AND FM
(A PUBLIC TELECOMMUNICATIONS ENTITY OPERATED BY
THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT)

June 30, 2018 and 2017

TABLE OF CONTENTS

INDEPENDENT AUDITOR'S REPORT	1
MANAGEMENT'S DISCUSSION AND ANALYSIS	3
FINANCIAL STATEMENTS	
Consolidated Statements of Net Position.....	13
Consolidated Statements of Revenues, Expenses, and Changes in Net Position	14
Consolidated Statements of Cash Flows.....	15
NOTES TO FINANCIAL STATEMENTS	16
SUPPLEMENTARY INFORMATION	
Combining Schedule of Revenues, Expenses, and Changes in Net Position	26
Note to Supplementary Information	27
INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	28



Certified Public Accountants

VALUE THE

INDEPENDENT AUDITOR'S REPORT

The Board of Directors
San Bernardino Community College District
KVCR TV and FM
San Bernardino, California

We have audited the accompanying consolidated financial statements of KVCR TV and FM (the Entity) (a public telecommunications entity operated by the San Bernardino Community College District) which comprise the consolidated Statements of Net Position as of June 30, 2018 and 2017, and the related consolidated Statements of Revenues, Expenses, and Changes in Net Position and consolidated Statements of Cash Flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated net position of the Entity as of June 30, 2018 and 2017, and the changes in its net position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Reporting to the Corporation for Public Broadcasting requires Management's Discussion and Analysis (MD&A) on pages 3 through 13 be presented to supplement the consolidated financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the consolidated financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the MD&A information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency to the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Supplementary Information

The accompanying supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 19, 2018, on our consideration of the Entity's internal control over financial reporting and on our tests of its compliance with certain provisions of laws and regulations, contract, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Entity's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Entity's internal control over financial reporting and compliance.



Rancho Cucamonga, California
November 19, 2018

KVCR TV AND FM

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2018 AND 2017

USING THIS ANNUAL REPORT

The purpose of this annual report is to provide readers with information about the combined financial activities and condition of KVCR TV and FM (the Stations), the KVCR Educational Foundation, Inc. (the Foundation), and KVCR FNX, as of June 30, 2018 and 2017. The report consists of three basic financial statements: Statements of Net Position; Statements of Revenues, Expenses, and Changes in Net Position; and Statements of Cash Flows and provides information about the Stations, the Foundation, and KVCR FNX as a whole. This section of the annual financial report presents our discussion and analysis of the Entity's consolidated financial performance for the fiscal years ending June 30, 2018 and 2017, and is best read in conjunction with the financial statements and the notes following this section.

FISCAL YEAR HIGHLIGHTS

The mission of the Entity is to be the cultural, educational, informational, and communication center of the Inland Empire. In pursuit of this mission, the Entity has sought to provide more diversity and local content in its programming, as well as undertaken new initiatives to address the needs of its diverse audiences. Additionally, the Stations, which are a wholly owned broadcasting affiliate of the San Bernardino Community College District (the District), have been working toward becoming solely donor-supported and fiscally independent from the District. The Foundation, as the fundraising arm of the Stations, has been aiding in this effort. Overall, the Stations, Foundation, and KVCR FNX's financial activity for fiscal years 2018 and 2017 is reflective of the efforts made toward the achievement of the aforementioned mission and goals.

The following are some of the highlights for fiscal year 2017-2018:

- KVCR-TV continued its evolution as the Empire Network, specifically branding on television as "Empire PBS". A change in General Manager during October 2017 signaled a broader shift to a more educational and public-service oriented original programming slate. Strategic planning efforts began conceptualizing Empire PBS and KVCR FM 91.9 as a more harmoniously connected aspect of the San Bernardino Community College District, specifically focused on economic development. In addition to a higher profile role in promoting the SBCCD through Empire PBS' interstitial series, *State of the Empire*, the channel began highlighting work performed with the Economic and Corporate Development Training (EDCT) branch of the SBCCD, especially with the Kaufman Foundation funded *1 Million Cups*, helping raise awareness for local entrepreneurs and innovators.

In May of 2018, the SBCCD Board of Trustees approved a proposal whereby KVCR would receive a portion of the \$157M allotted to the SBCCD as a result of the FCC Spectrum Auction in 2017. It was agreed to that KVCR would receive \$42M, allocated as follows: \$21M set aside for an Endowment for the future financial sustainability of the station; \$16M to cover both a comprehensive modernization and repurposing of KVCR's facilities into a cutting edge 4K / Ultra-High Definition digital studio as well as the construction of a new TV and Radio Tower that will enable KVCR to shift to VHF as per the terms of the FCC Spectrum repack; and \$5M for Operational Support for FY 2017-2018, FY 2018-2019 and FY 2019-2020.

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2018 AND 2017

Development for a new original programming slate for FY 2017-2018 included: *Hopefuls*, a Docu-series profiling local San Bernardino charity, Project Fighting Chance, as they train Junior Olympic hopefuls in the ring and in the classroom; *The Whistle: Are We Ready for the Big One*, exploring Southern California's readiness, economically, socially and technologically, for a significant earthquake; and *Uncovered in the Archives*, delving deep into local archives to unearth the entertaining and inspirational history of the Inland Empire.

- KVCR-TV/Empire PBS premiered a number of original programs in FY 2017-2018. Programs included: *Hidden Hikes* - a local series created in partnership with the U.S. Forestry Service guiding local fourth graders on some of the Inland Empire's most picturesque hikes; *From Scratch* - a cooking and do-it-yourself series featuring Eastvale residents, the Korcok family, as they demonstrate the aspirations and resourcefulness of IE families; *Civil Women* - In celebration of Women's History Month, KVCR produced a half hour special, *Civil Women*, which featured American Labor leader and Civil Rights activists Dolores Huerta, Rosa Parks and Frances Grice. Grice is a Redlands native who played a role in desegregation for San Bernardino school systems; *Expressions of Art* – funded by the California Arts Commission and the California Endowment for the Arts, the program showcases the arts in the city of San Bernardino and throughout the Inland Empire.
- KVCR FM 91.9 – 91.9 KVCR won in the "Public Service Campaign" category for "KVCR's Soundtrack of the Vietnam War," featuring the stories of local Vietnam Veterans along with music from the era. KVCR FM launched a brand new local program, *Lifestyles with Lillian Vasquez*, offering a fresh look at arts, culture and issues across our unique region. Local Arts program KVC_rts continued with guests such as Rob Reiner, Andy Vargas of Santana, Bill Medley of the Righteous Brothers and the legendary Barry Hansen—aka "Dr. Demento". NPR's Science correspondent, Joe Palca, visited KVCR FM, continuing Radio's support of strong STEM-related content for our region. Overall, ratings for Radio were up for FY 2017-2018, capitalizing on the heightened interest in political stories provided by NPR as well as the lead up to the 2018 mid-term elections.
- FNX premiered its original series, *First Nations Comedy Experience*, a series with exclusively Native American comedians from across the country. FNX continued its popular *Smoke Signals*, short segments that feature alternative interpretations of cultural events from an Indigenous point-of-view, covering topics like Thanksgiving and the controversial usage of Native American mascots for sporting teams such as the Washington *!#skins.

FNX premiered the first episodes of its new series, *California Pow Wows*, a documentary series featuring the participants, vendors, and viewers from three of Southern California's Pow Wows. The series presents voices from every facet of the community to invite viewers to experience the emotional and dramatic underpinnings of what it means to be a Native American in this modern age.

Programs like *Studio 49* continued their production cycle, highlighting indigenous musicians and performers.

KVCR TV AND FM

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2018 AND 2017

Table 1 - Statements of Net Position

	<u>2018</u>	<u>2017</u>	<u>2016</u>
ASSETS			
Current Assets			
Cash and cash equivalents	\$ 1,020,263	\$ 757,026	\$ 1,555,823
Accounts receivable	8,987	5,944	418,493
Due from related party	31,302	106,660	4,000
Other assets	1,167,009	1,099,060	724,381
Total Current Assets	<u>2,227,561</u>	<u>1,968,690</u>	<u>2,702,697</u>
Noncurrent Assets			
Property and equipment (net)	956,783	1,156,412	792,719
TOTAL ASSETS	<u>\$ 3,184,344</u>	<u>\$ 3,125,102</u>	<u>\$ 3,495,416</u>
LIABILITIES			
Current Liabilities			
Accounts payable and accrued expenses	\$ 363,707	\$ 686,769	\$ 264,015
Unearned revenue	366,821	467,792	1,313,022
Due to related party	63,113	149,526	440,545
Community service grant payable - current	-	109,374	109,374
Total Current Liabilities	<u>793,641</u>	<u>1,413,461</u>	<u>2,126,956</u>
Noncurrent Liabilities			
Community service grant payable - noncurrent portion	-	-	109,372
TOTAL LIABILITIES	<u>793,641</u>	<u>1,413,461</u>	<u>2,236,328</u>
NET POSITION			
Net investment in capital assets	1,047,038	1,156,412	792,791
Unrestricted	1,343,665	555,229	466,297
TOTAL NET POSITION	<u>\$ 2,390,703</u>	<u>\$ 1,711,641</u>	<u>\$ 1,259,088</u>

Financial Position

The Statements of Net Position above includes all assets and liabilities of the Entity as of the end of the fiscal year and is prepared using the accrual basis of accounting, which is similar to the accounting method used by most private-sector organizations. The Statements of Net Position is a point-of-time financial statement whose purpose is to present to the readers a fiscal snapshot of the Entity as a whole. The Statements of Net Position primarily presents end-of-year data concerning assets (current and noncurrent), liabilities (current and noncurrent), and net position (total assets minus total liabilities). Net position is one way to measure the financial condition of the Entity as a whole.

KVCR TV AND FM

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2018 AND 2017

The following are explanatory remarks for the Statements of Net Position:

- Cash and cash equivalents consist of cash deposited into the County Treasurer's investment pool.
- Due-from related party and accounts receivable primarily consist of revenues from local and State sources from which the Entity had earnings, but which were not received as of the fiscal year-end date.
- Property and equipment consist of furniture and equipment, vehicles, and computer software. Net property and equipment is the historical value of equipment less accumulated depreciation. The decrease in the balance of net property and equipment is due to current year depreciation.
- Due-to related party and accounts payable consist of operating expenses which the Entity incurred, but for which payments were not issued as of year-end.
- Unearned revenue consists of amounts received in advance of required program expense being incurred. This revenue will become earned in the 2018-2019 fiscal year as program related expenses are incurred.
- The community service grant payable is for grant monies overpaid by the CPB which the Entity will repay through the reduction to future grants from the CPB.
- The net position is divided into two major categories. The first category, net investments in capital assets, represents total investments in capital assets, net of outstanding debt obligations related to those capital assets. The second category is unrestricted net position that is available to be used for any lawful purpose of the Entity.

Statements of Revenues, Expenses, and Changes in Net Position

Changes in total net position are presented in the Statements of Revenues, Expenses, and Changes in Net Position. The purpose of this statement is to present the operating and nonoperating revenues earned, whether received or not; the operating and nonoperating expense incurred, whether paid or not; and any other revenues, expenses, gains and/or losses earned or incurred. Thus, this statement presents the results of operation for the Entity as a whole.

KVCR TV AND FM

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2018 AND 2017

Operating revenues are earned from public contributions, grants, underwriting, and other local sources. Other revenues include interest and dividend income, leasing and rental income, and a transfer for program support from the San Bernardino Community College District.

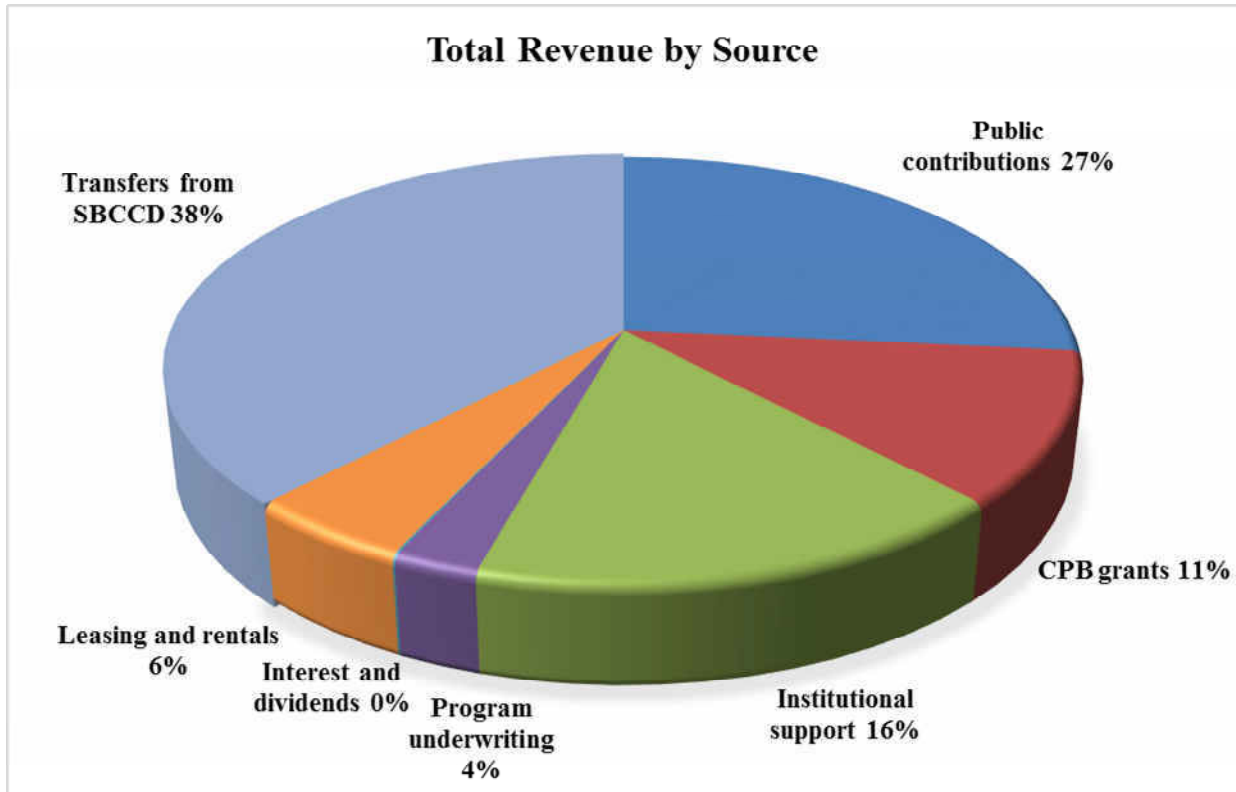
Table 2 - Statements of Revenues, Expenses, and Changes in Net Position

	<u>2018</u>	<u>2017</u>	<u>2016</u>
Operating Revenues			
Public contributions	\$ 2,858,999	\$ 3,875,373	\$ 3,009,727
Institutional support	1,768,076	1,545,883	2,509,573
CPB grants	1,223,576	1,130,598	964,520
Program underwriting	280,043	356,489	467,450
Other local income	218,003	317,275	117,850
Total Operating Revenues	<u>6,348,697</u>	<u>7,225,618</u>	<u>7,069,120</u>
Operating Expenses			
Program services	8,216,400	6,357,415	6,716,108
Management and general	401,410	527,638	1,597,283
Fundraising	834,935	791,625	840,950
Total Operating Expenses	<u>9,452,745</u>	<u>7,676,678</u>	<u>9,154,341</u>
Total Operating Loss	<u>(3,104,048)</u>	<u>(451,060)</u>	<u>(2,085,221)</u>
Other Revenues			
Interest and dividends	7,454	10,147	6,678
Leasing and rentals	545,656	534,906	556,741
Transfers in from related party	3,230,000	358,560	1,431,015
Total Other Revenues	<u>3,783,110</u>	<u>903,613</u>	<u>1,994,434</u>
Change in Net Position	679,062	452,553	(90,787)
Net Position, Beginning of Year	<u>1,711,641</u>	<u>1,259,088</u>	<u>1,349,875</u>
Net Position, End of Year	<u>\$ 2,390,703</u>	<u>\$ 1,711,641</u>	<u>\$ 1,259,088</u>

KVCR TV AND FM

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2018 AND 2017

Below is an illustration of total revenues by source:

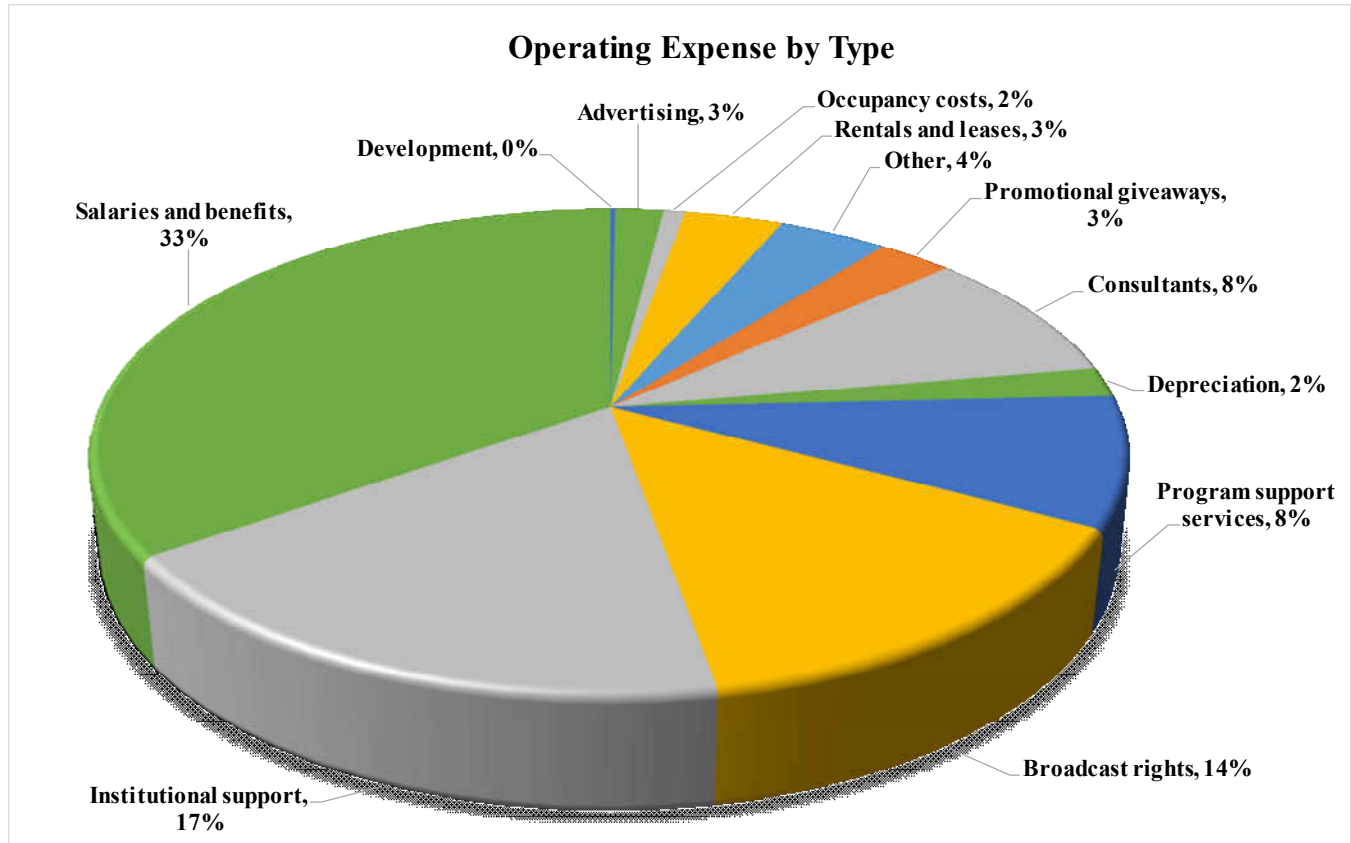


The following are explanatory remarks for the Statements of Revenues, Expenses, and Changes in Net Position:

- Total operating revenues decreased by \$876,921 from the prior year. This decrease was primarily driven by shortages in public contributions and underwriting revenue received in the 2017-2018 fiscal year.
- Total operating expenses increased by \$1,776,067 from the prior year due for the most part to additional staffing to create original programming, as well as fundraising expenses.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2018 AND 2017**

Below is an illustration of total operating expense by type:



The Entity's operating expenses are shown below (with explanatory remarks):

- Program services:
 - Programming and production expenses incurred to purchase, schedule, and produce and prepare programs for broadcast.
 - Broadcasting expenses incurred to prepare, store, check quality, verify automation asset management, play out, and monitor program streams, as well as installation and maintenance of equipment necessary for technical operations of the Stations, and transmission costs such as rents and utilities.
 - Program information and promotions expenses incurred to maintain the Stations' website, and design and procure promotional materials.
- Management and general: Expenses incurred for management services such as general manager, accounting, administrative, and legal services.
- Fundraising: All costs for pledge premiums, membership administrative services, database management costs, and expenses incurred for underwriting, grant, and other solicitations to support the Stations.

KVCR TV AND FM

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2018 AND 2017

- Depreciation of capital assets is computed and recorded using the straight-line method. A capitalization threshold of \$5,000 is maintained for computer software and furniture and equipment. Useful lives of assets are estimated as follows:
 - 3 to 20 years for furniture and equipment
 - 8 years for computer software

Statements of Cash Flows

The Statements of Cash Flows shown below provides information about cash receipts and cash payments during the fiscal year. The statement also assists readers in understanding the Entity's ability to generate net cash flows, and its ability to meet obligations as they come due, or the need for assistance via external financing. The Entity has adopted the indirect cash flow method which shows a reconciliation from reported change in net position to cash provided by operating, financing, and investing activities.

Additional explanatory information for the statement is as follows:

- The main cash receipts from operating activities consist of CPB grant funding, subscription and membership, royalties, and District support.
- Cash outlays include payment of salaries, benefits, programming, production, and other operating expenses.
- The financing activity during the fiscal year 2017-2018 refers to the community service grant payable which will be repaid through the reduction to future grants from the CPB.

Table 3 - Statements of Cash Flows

	<u>2018</u>	<u>2017</u>	<u>2016</u>
Cash Flows Provided By (Used In)			
Operating activities	\$ 365,309	\$ (216,360)	\$ (98,669)
Financing activities	<u>(102,072)</u>	<u>(582,437)</u>	<u>(109,374)</u>
Net Change in Cash and Cash Equivalents	263,237	(798,797)	(208,043)
Cash and Cash Equivalents, Beginning of Year	<u>757,026</u>	<u>1,555,823</u>	<u>1,763,866</u>
Cash and Cash Equivalents, End of Year	<u><u>\$ 1,020,263</u></u>	<u><u>\$ 757,026</u></u>	<u><u>\$ 1,555,823</u></u>

KVCR TV AND FM

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2018 AND 2017

NATURAL CLASSIFICATION OF EXPENSES

	2018				2017		
	Program Activities				Management and General Activities		
	KVCR Radio	KVCR TV	FNX-TV	Total	KVCR Radio	KVCR TV	Total
Salaries and benefits	\$ 585,563	\$ 1,651,522	\$ 1,224,092	\$ 3,461,177	\$ 61,321	\$ 88,242	\$ 149,563
Administrative	1,406	80,353	54,176	135,935	-	-	-
Advertising	31,175	31,175	8,000	70,350	-	8,542	8,542
Broadcast rights	317,994	738,426	305,135	1,361,555	-	-	-
Consultants	19,763	367,099	339,507	726,369	-	-	-
Depreciation expense	-	-	-	-	16,153	176,174	192,327
Development	-	-	-	-	13,450	4,314	17,764
Dues and memberships	27,546	5,563	1,805	34,914	-	-	-
Maintenance and operations	878	11,728	4,048	16,654	1,200	1,200	2,400
Noncash institutional support	668,320	1,099,756	-	1,768,076	-	-	-
Postage and freight	-	2,561	2,174	4,735	-	-	-
Professional fees	3,690	33,075	-	36,765	2,686	3,865	6,551
Promotional giveaways	-	-	5,045	5,045	-	-	-
Rentals and leases	20,205	124,254	186,347	330,806	-	-	-
Supplies	1,839	17,535	17,745	37,119	-	1,920	1,920
Travel	3,204	23,289	25,370	51,863	-	-	-
Telephone/Electricity	1,289	131,215	42,533	175,037	-	-	-
Loss on sale of equipment	-	-	-	-	-	22,343	22,343
Total Expenses	\$ 1,682,872	\$ 4,317,551	\$ 2,215,977	\$ 8,216,400	\$ 94,810	\$ 306,600	\$ 401,410
	2018				2017		
	Program Activities				Management and General Activities		
	KVCR Radio	KVCR TV	FNX-TV	Total	KVCR Radio	KVCR TV	Total
Salaries and benefits	\$ 520,610	\$ 1,032,064	\$ 843,369	\$ 2,396,043	\$ 104,041	\$ 149,718	\$ 253,759
Administrative	-	54,746	-	54,746	-	-	-
Advertising	65,809	60,871	30,374	157,054	-	-	-
Broadcast rights	250,398	764,386	249,070	1,263,854	-	-	-
Consultants	11,439	18,829	15,266	45,534	-	-	-
Depreciation expense	16,316	93,054	-	109,370	-	-	-
Development	-	-	-	-	108,966	156,805	265,771
Dues and memberships	26,419	1,209	410	28,038	-	-	-
Maintenance and operations	808	8,052	7,383	16,243	1,080	1,200	2,280
Noncash institutional support	427,470	1,118,413	-	1,545,883	-	-	-
Postage and freight	(266)	3,073	4,298	7,105	-	-	-
Professional fees	2,583	7,454	-	10,037	2,389	3,439	5,828
Program support services	-	-	109,375	109,375	-	-	-
Promotional giveaways	-	-	23,909	23,909	-	-	-
Rentals and leases	21,353	156,694	192,820	370,867	-	-	-
Supplies	1,471	10,747	11,302	23,520	-	-	-
Travel	2,221	4,346	35,675	42,242	-	-	-
Telephone/Electricity	1,369	121,239	30,987	153,595	-	-	-
Total Expenses	\$ 1,348,000	\$ 3,455,177	\$ 1,554,238	\$ 6,357,415	\$ 216,476	\$ 311,162	\$ 527,638

Fundraising Activities			Total
KVCR Radio	KVCR TV	Total	Expenses
\$ 129,098	\$ 185,775	\$ 314,873	\$ 3,925,613
-	-	-	135,935
-	-	-	78,892
-	37,765	37,765	1,399,320
24,417	121,372	145,789	872,158
-	-	-	192,327
-	-	-	17,764
-	-	-	34,914
-	-	-	19,054
-	-	-	1,768,076
6,931	21,994	28,925	33,660
-	-	-	43,316
15,513	254,503	270,016	275,061
10,239	17,535	27,774	358,580
1,138	7,519	8,657	47,696
-	1,136	1,136	52,999
-	-	-	175,037
-	-	-	22,343
<u>\$ 187,336</u>	<u>\$ 647,599</u>	<u>\$ 834,935</u>	<u>\$ 9,452,745</u>

Fundraising Activities			Total
KVCR Radio	KVCR TV	Total	Expenses
\$ 104,206	\$ 149,955	\$ 254,161	\$ 2,903,963
-	-	-	54,746
-	-	-	157,054
-	35,033	35,033	1,298,887
19,996	107,203	127,199	172,733
-	-	-	109,370
-	-	-	265,771
720	2,159	2,879	30,917
-	-	-	18,523
-	-	-	1,545,883
9,920	21,837	31,757	38,862
-	-	-	15,865
-	-	-	109,375
50,041	260,386	310,427	334,336
5,690	16,171	21,861	392,728
1,057	4,371	5,428	28,948
867	2,013	2,880	45,122
-	-	-	153,595
<u>\$ 192,497</u>	<u>\$ 599,128</u>	<u>\$ 791,625</u>	<u>\$ 7,676,678</u>

KVCR TV AND FM

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2018 AND 2017

ECONOMIC FACTORS AFFECTING THE FUTURE OF KVCR TV AND FM

The greatest challenges to public television and radio mirror many of the same challenges that affects media outlets and content producers or providers nationally. The surplus of entertainment content available along with the increasing fragmentation of viewer behavior into a hybrid of traditional linear, time-based viewing and on-demand consumption are considerable financial challenges to KVCR. With a reduction in the number of subscribers to Cable and Satellite television, there is a compensatory increase in the use of streaming media platforms such as Netflix, Amazon and Hulu. Combined with broadcast television channels moving away from legacy Multiple System Operators ("MSO's") to smaller streaming packages, termed "skinny bundles" (ex. DirectNow, YouTube TV) public media faces a threat due to audiences migrating to platforms and distribution methods where PBS doesn't have a local presence on many such offerings. Radio suffers a similar challenge with the proliferation of subscription streaming services such as Apple Music, Spotify, Google Play and others. The accessibility of a vast library of music with no commercials, along with the growing popularity of extended engagement with Podcasts, all prove viable threats to NPR member stations like KVCR and radio as a whole.

This change in viewer and listener options and habits have a broader impact on revenue from supporter contributions for stations such as KVCR. As a result, total revenue generated through membership, online giving, underwriting, and vehicle donations decreased once more for this reporting period. The performance of Pledge shows on television continues to suffer as many gifts that were the core of such program (gifts such as DVDs and CDs) contributions are losing relevance in a digital landscape. The Pledge system based on such "Thank You" gifts will need to evolve to reflect the preferences of the current marketplace.

A specific area that impacts the future of KVCR economically is the status of its Foundation. In June of 2018 the SBCCD Board of Trustees voted to dissolve the KVCR Educational Foundation. This Foundation had underperformed for several years and it had been almost a decade since the last successful fundraising initiative was executed--a Capital Campaign timed to the digital transition of 2009. The dissolution of KVCR's fundraising vessel disrupted the 3-Year strategic planning envisioned in FY 2016-2017. A new plan is being drafted centered on KVCR becoming a part of a newly formed, District-wide Foundation that will potentially help target larger grants, corporate support and major gifts.

CONTACTING KVCR MANAGEMENT

This financial report is designed to provide our donors, taxpayers, investors, and creditors with a general overview of the Entity's finances and to show the District's accountability for funding received. Questions or concerns about this report or requests for additional financial information should be addressed to Keith Birkfeld, General Manager, by phone at 909-384-4336 or by e-mail at kbirkfeld@sbccd.cc.ca.us.

KVCR TV AND FM**CONSOLIDATED STATEMENTS OF NET POSITION
JUNE 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,020,263	\$ 757,026
Accounts receivable	8,987	5,944
Due from related party	31,302	106,660
Other assets	<u>1,167,009</u>	<u>1,099,060</u>
Total Current Assets	<u><u>2,227,561</u></u>	<u><u>1,968,690</u></u>
NONCURRENT ASSETS		
Property and equipment (net)	<u>956,783</u>	<u>1,156,412</u>
TOTAL ASSETS	<u><u>\$ 3,184,344</u></u>	<u><u>\$ 3,125,102</u></u>
LIABILITIES		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 363,707	\$ 686,769
Unearned revenue	366,821	467,792
Due to related party	63,113	149,526
Community service grant payable - current portion	<u>-</u>	<u>109,374</u>
TOTAL LIABILITIES	<u><u>793,641</u></u>	<u><u>1,413,461</u></u>
NET POSITION		
Net investment in capital assets	1,047,038	1,156,412
Unrestricted	<u>1,343,665</u>	<u>555,229</u>
TOTAL NET POSITION	<u><u>2,390,703</u></u>	<u><u>1,711,641</u></u>
TOTAL LIABILITIES AND NET POSITION	<u><u>\$ 3,184,344</u></u>	<u><u>\$ 3,125,102</u></u>

See the accompanying notes to financial statements.

KVCR TV AND FM

CONSOLIDATED STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

	2018	2017
Operating Revenues		
Public contributions - FM Station	\$ 644,962	\$ 636,053
Public contributions - TV Station	2,214,037	3,239,320
Non cash institutional support from San Bernardino Community College District - FM	668,320	427,470
Non cash institutional support from San Bernardino Community College District - TV	1,099,756	1,118,413
CPB grants - TV Station	1,223,576	1,130,598
Program underwriting - FM Station	180,774	272,977
Program underwriting - TV Station	99,269	83,512
Other local income - FM Station	25,316	171,370
Other local income - TV Station	192,687	145,905
Total Operating Revenues	<u>6,348,697</u>	<u>7,225,618</u>
Operating Expenses		
Program services - FM Station	1,682,872	1,348,000
Program services - TV Station	6,533,528	5,009,415
Management and general - FM Station	94,810	216,476
Management and general - TV Station	306,600	311,162
Fundraising - FM Station	187,336	192,497
Fundraising - TV Station	647,599	599,128
Total Operating Expenses	<u>9,452,745</u>	<u>7,676,678</u>
Total Operating Loss	<u>(3,104,048)</u>	<u>(451,060)</u>
Other Revenues		
Interest and dividends - FM Station	3,727	5,073
Interest and dividends - TV Station	3,727	5,074
Leasing and rentals - TV Station	545,656	534,906
Transfers in from related party - FM Station	340,000	83,672
Transfers in from related party - TV Station	2,890,000	274,888
Total Other Revenues	<u>3,783,110</u>	<u>903,613</u>
CHANGE IN NET POSITION	679,062	452,553
NET POSITION, BEGINNING OF YEAR	1,711,641	1,259,088
NET POSITION, END OF YEAR	<u>\$ 2,390,703</u>	<u>\$ 1,711,641</u>

See the accompanying notes to financial statements.

KVCR TV AND FM**CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Position	\$ 679,062	\$ 452,553
Adjustments to Reconcile Change in Net Position to Net Cash From Operating Activities		
Depreciation	192,327	109,370
Changes in Assets and Liabilities related to:		
Accounts receivable	(3,043)	412,549
Due from related party	75,358	(102,660)
Other assets	(67,949)	(374,679)
Accounts payable	(323,062)	422,756
Due to related party	(86,413)	(291,019)
Unearned revenue	(100,971)	(845,230)
Net Cash Flows From Operating Activities	<u>365,309</u>	<u>(216,360)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Purchase of capital assets	(15,041)	(473,063)
Repayment of community service grant payable	(109,374)	(109,374)
Loss on retirement of assets	22,343	-
Net Cash Flows From Financing Activities	<u>(102,072)</u>	<u>(582,437)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	263,237	(798,797)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>757,026</u>	<u>1,555,823</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 1,020,263</u>	<u>\$ 757,026</u>

See the accompanying notes to financial statements.

KVCR FM AND TV

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

KVCR TV and FM is comprised of the following activities:

KVCR TV and FM is a public telecommunications entity owned and operated by the San Bernardino Community College District (the District), which provides public radio and television station broadcasts to the Inland Empire area of Southern California. These stations provide the public with a variety of musical, informational, and educational programming.

KVCR Educational Foundation, Inc. (the Foundation) was established in 1999 for the purpose of raising, holding, and investing funds for the benefit of KVCR TV and FM. It is a separate nonprofit 501(c)(3) corporation that is an auxiliary organization of the District.

KVCR FNX, First Nations Experience is a broadcast television network owned and operated by the studios of KVCR. The network originated through a partnership of the San Manuel Band of Mission Indians and the San Bernardino Community College District with the mission to illustrate the lives and cultures of native people around the world.

These financial statements are not intended to, and do not purport to, present fairly the financial position and the changes in financial position of the District in accordance with accounting principles generally accepted in the United States of America.

Financial Statement Presentation

The accompanying consolidated financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board (GASB).

The activity of the Entity is presented in an Enterprise format which includes a statement of cash flows. The Enterprise format accounts for activities similar to those in the private sector, where the proper matching of revenues and costs is important, and the full accrual basis of accounting is required. With this measurement focus, all assets and all liabilities of the enterprise are recorded on its statement of net position, all revenues are recognized when earned, and all expenses, including depreciation, are recognized when incurred.

For internal operating purposes, the District's Board of Trustees has established three separate funds, which include separate self-balancing accounts and separate Board approved budgets for the activities of KVCR TV and FM, KVCR Educational Foundation, Inc, and KVCR FNX. The activities of the Foundation and KVCR FNX have been consolidated with KVCR TV and FM activities.

Fair Value Measurements

The fair value of equity and debt securities with readily determinable fair values approximates their respective quoted market prices. Because of the inherent uncertainty of valuation methods, those estimated values might differ significantly from those used had a market existed. All other financial instruments' fair values approximate their carrying amounts due to the short maturities of these instruments.

KVCR FM AND TV

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

Contributions and Promises to Give

Contributions are recognized when the donor makes a promise to give to support the activities of the Entity's programming that are, in substance, unconditional.

Donated Services, Goods, and Facilities

A substantial number of volunteers have donated their time and experience to the Entity's program services and fundraising campaigns during the year. However, these donated services are not reflected in the financial statements since there is no readily determined method of valuing the services.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates. Significant estimates include the value of the beneficial interest in a charitable remainder trust.

Cash and Cash Equivalents

For purposes of the Statements of Cash Flows, the Entity considers all investments with a maturity of six months or less to be cash equivalents.

Accounts Receivable

Accounts receivable consists primarily of interest and donations receivable. Bad debts are accounted for by the direct write-off method. Management has deemed all amounts as collectable; therefore, no allowance for doubtful accounts is considered necessary.

Property and Equipment

The Entity capitalizes property and equipment purchased or donated with a unit cost over \$5,000. Lesser amounts are expensed when purchased. Donations of property and equipment are recorded as contributions at their estimated fair value, if known. Routine maintenance and repairs are charged to expense as incurred. Depreciation is computed on the straight-line method based on the assets' estimated useful lives ranging from three to thirty years. Current year depreciation expense was \$192,327.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense for the year ended June 30, 2018, was \$78,892.

Allocation of Functional Expenses

The costs of providing the various programs, fundraising, and other activities have been summarized on a functional basis. Accordingly, certain costs have been allocated among the programs and management and general activities benefited. A detail of functional expenses is included within the MD&A.

KVCR FM AND TV

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

Comparative Financial Statements

Certain amounts presented in the prior year may have been reclassified in order to be consistent with the current year's presentation.

Income Taxes

KVCR TV and FM and KNX fund are programs of the San Bernardino Community College District. The District is a public education institution and is considered a political subdivision of the State of California and is, therefore, tax exempt and not subject to filing informational returns.

The Foundation is a non-profit public benefit corporation that is exempt for income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC) and is classified by the Internal Revenue Service (IRS) as other than a private organization. Contributions received qualify as tax deductible gifts as provided in Section 170(b)(1)(A)(iv). The Foundation is also exempt from California State Franchise and income tax under Section 23701(d) of the California Revenue and Taxation Code. Accordingly, no provision for income taxes has been reflected in these financial statements. The Foundation's Federal Form 990, *Return of Organization Exempt from Income Tax*, and State Form 109, *California Exempt Organization Business Income Tax Return*, are subject to examination by the IRS for three years and the State Franchise Tax Board for four years after they are filed. The Foundation is not aware of any such examinations at this time.

Separate financial statements for the Foundation may be obtained from the Foundation office.

New Accounting Pronouncements

In March 2017, the GASB issued Statement No. 85, *Omnibus 2017*. The objective of this Statement is to address practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics including issues related to blending component units, goodwill, fair value measurement and application, and postemployment benefits (pensions and other postemployment benefits [OPEB]). Specifically, this Statement addresses the following topics:

- Blending a component unit in circumstances in which the primary government is a business-type activity that reports in a single column for financial statement presentation;
- Reporting amounts previously reported as goodwill and "negative" goodwill;
- Classifying real estate held by insurance entities;
- Measuring certain money market investments and participating interest-earning investment contracts at amortized cost;
- Timing of the measurement of pension or OPEB liabilities and expenditures recognized in financial statements prepared using the current financial resources measurement focus;
- Recognizing on-behalf payments for pensions or OPEB in employer financial statements;
- Presenting payroll-related measures in required supplementary information for purposes of reporting by OPEB plans and employers that provide OPEB;
- Classifying employer-paid member contributions for OPEB;
- Simplifying certain aspects of the alternative measurement method for OPEB;
- Accounting and financial reporting for OPEB provided through certain multiple-employer defined benefit OPEB plans.

KVCR FM AND TV

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

The requirements of this Statement are effective for reporting periods beginning after June 15, 2017. Early implementation is encouraged.

In June 2017, the GASB issued Statement No. 87, *Leases*. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

The requirements of this Statement are effective for the reporting periods beginning after December 15, 2019. Early implementation is encouraged.

NOTE 2 - CASH AND CASH EQUIVALENTS

Policies and Practices

Cash and cash equivalents are maintained in accordance with the District's policies and procedures. The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

Investment in County Treasury

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with the San Bernardino County Treasurer (*Education Code* Section (ECS) 41001). The fair value of the Entity's investment in the pool is reported in the accompanying financial statements at amounts based upon the Entity's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

KVCR FM AND TV

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Summary of Deposits and Investments

Deposits and investments as of June 30, 2018, consisted of the following:

KVCR FM and TV	\$ 475,519
KVCR Educational Foundation, Inc.	583,884
KVCR FNX	(39,140)
Total Deposits and Investments	<u>\$ 1,020,263</u>
San Bernardino County Investment Pool	<u>\$ 1,020,263</u>

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Entity manages its exposure to interest rate risk by investing in the San Bernardino County Investment Pool.

KVCR FM AND TV

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

Specific Identification

Information about the sensitivity of the fair values of the Entity's investments to market interest rate fluctuation is provided by the following schedule that shows the distribution of the Entity's investment by maturity:

<u>Investment Type</u>	<u>Book Value</u>	<u>Fair Value</u>	<u>Weighted Average Days to Maturity</u>
San Bernardino County Investment Pool	<u>\$ 1,020,263</u>	<u>\$ 1,015,357</u>	353

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Entity's investment in the San Bernardino County Investment Pool is rated at AAAs/S1 by Fitch Rating agency.

NOTE 3 - FAIR VALUE MEASUREMENTS

The Entity categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets that the Entity has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 - Observable inputs, other than Level 1 prices, such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the Entity's own data. The Entity should adjust that data if reasonable available information indicates that other market participants would use different data or certain circumstances specific to the Entity are not available to other market participants.

Uncategorized - Investments in the San Bernardino County Investment Pool are not measured using the input levels above because the Entity's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

KVCR FM AND TV

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

The Entity's fair value measurements are as follows at June 30,:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Uncategorized</u>
San Bernardino County Investment Pool	<u>\$ 1,015,357</u>	<u>\$ 1,015,357</u>

All assets have been valued using a market approach, with quoted market prices.

NOTE 4 - ACCOUNTS RECEIVABLE

Accounts receivable represent amounts due to Entity as follows at June 30,:

	<u>2018</u>	<u>2017</u>
Contributions	<u>\$ 8,987</u>	<u>\$ 5,944</u>

NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at June 30,:

	<u>2018</u>	<u>2017</u>
Furniture and equipment	<u>\$ 7,795,521</u>	<u>\$ 7,915,771</u>
Computer	<u>6,192</u>	<u>6,192</u>
Vehicles	<u>25,368</u>	<u>55,519</u>
Subtotal	<u>7,827,081</u>	<u>7,977,482</u>
Accumulated depreciation	<u>(6,870,298)</u>	<u>(6,821,070)</u>
Total Property and Equipment	<u>\$ 956,783</u>	<u>\$ 1,156,412</u>

Depreciation expense for the years ended 2018 and 2017, was \$192,327 and \$109,370, respectively.

NOTE 6 - ACCOUNTS PAYABLE

Accounts payable consisted of the following at June 30,:

	<u>2018</u>	<u>2017</u>
Vendors payable	<u>\$ 363,707</u>	<u>\$ 686,769</u>

NOTE 7 - UNEARNED REVENUE

Unearned revenue represents amounts received in advance of required program expenses being incurred. This amount will be used for program related expenses in the subsequent fiscal year. As of June 30, 2018 and 2017, unearned revenues totaled \$366,821 and \$467,792, respectively.

KVCR FM AND TV

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

NOTE 8 - RELATED PARTY TRANSACTIONS

During the year, certain transactions for services are paid by the District on behalf of the Entity. At June 30, 2018 and 2017, the District owed the Entity \$31,302 and \$106,660, respectively, for amounts collected on their behalf. The Entity owed the District \$63,113 and \$149,526 for services and supply costs incurred.

NOTE 9 - INSTITUTIONAL SUPPORT

The District provides non cash institutional support to the KVCR TV and FM Stations related to instructional services, occupancy, supplies, and other administrative costs. The District applies an indirect rate that is in compliance with the CPB's guidance. For the year ended June 30, 2018, the indirect rate was computed as 1.86 percent applied to the FM Radio Station's costs and 2.67 percent applied to the TV Station's costs. The calculated institutional support totaled \$1,768,076 and \$1,545,883 for the 2018 and 2017 years, respectively. This non cash support for the KVCR TV and FM Stations is included within the Statements of Revenues, Expenses, and Changes in Net Position as both a source of funding and a use of funding and does not have an effect on the ending balance. Additionally, the KVCR Foundation and the District provided a total of \$4,080,000 and \$1,240,330 in cash to support the programming of both the FM Radio and TV Stations for the 2018 and 2017 years, respectively. The cash support provided by the KVCR Foundation to the KVCR TV and FM Stations has been eliminated for consolidation purposes for both fiscal years 2018 and 2017.

NOTE 10 - COMMITMENTS AND CONTINGENCIES

Grants

KVCR TV is funded in part through grants from the CPB, which are paid through the District as the broadcasting licensee. Funds from the CPB are designated for the purpose of operating the TV Station and are subject to review and audit by the grantor agency. Although such audits could generate expenditure disallowances under terms of the grants, management believes that any required reimbursement would not be material.

KVCR FM AND TV

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018 AND 2017

Operating Leases

The District leases land on behalf of the Entity on Box Springs Mountain for the Entity's broadcasting equipment. The lease term expires on October 31, 2032.

Year Ending June 30,	Lease Payment
2019	\$ 15,600
2020	15,600
2021	15,600
2022	15,600
2023	15,600
Thereafter	145,600
Total	<u>\$ 223,600</u>

Lease expense for the year ended June 30, 2018, amounted to \$358,580. Revenue received under sublease agreements amounted to \$483,674.

NOTE 11 - SUBSEQUENT EVENTS

The Entity's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements from June 30, 2018 through November 19, 2018, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

SUPPLEMENTARY INFORMATION

KVCR TV AND FM

COMBINING SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

	KVCR Radio	KVCR TV	KVCR Educational Foundation, Inc.	KVCR FNX	Total
Operating Revenues					
Public contributions - FM Station	\$ -	\$ -	\$ 644,962	\$ -	\$ 644,962
Public contributions - TV Station	-	-	713,772	1,500,265	2,214,037
Institutional Support from San Bernardino Community College District - FM	668,320	-	-	-	668,320
Institutional Support from San Bernardino Community College District - TV	-	1,099,756	-	-	1,099,756
CPB grants - TV Station	-	1,223,576	-	-	1,223,576
Program underwriting - FM Station	-	-	180,774	-	180,774
Program underwriting - TV Station	-	-	99,269	-	99,269
Other local income - FM Station	13,734	-	11,582	-	25,316
Other local income - TV Station	-	2,268	169,357	21,062	192,687
Total Operating Revenues	682,054	2,325,600	1,819,716	1,521,327	6,348,697
Operating Expenses					
Program services - FM Station	1,197,149	-	485,723	-	1,682,872
Program services - TV Station	-	3,815,659	501,892	-	4,317,551
Program services - FNX TV Station	-	-	-	2,215,977	2,215,977
Management and general - FM Station	43,308	-	51,502	-	94,810
Management and general - TV Station	-	233,015	73,585	-	306,600
Fundraising - FM Station	-	-	187,336	-	187,336
Fundraising - TV Station	-	-	647,599	-	647,599
Total Operating Expenses	1,240,457	4,048,674	1,947,637	2,215,977	9,452,745
Total Operating Loss	(558,403)	(1,723,074)	(127,921)	(694,650)	(3,104,048)
Nonoperating Revenues					
Interest and dividends - TV Station	-	2,881	4,573	-	7,454
Leasing and rentals - TV Station	-	545,656	-	-	545,656
Transfers in from related party - FM Station	340,000	-	-	-	340,000
Transfers in from related party - TV Station	-	2,890,000	-	-	2,890,000
Total Nonoperating Revenues	340,000	3,438,537	4,573	-	3,783,110
CHANGE IN NET POSITION	\$ (218,403)	\$ 1,715,463	\$ (123,348)	\$ (694,650)	\$ 679,062

See the accompanying note to supplementary information.

KVCR TV AND FM

NOTE TO SUPPLEMENTARY INFORMATION JUNE 30, 2018 AND 2017

NOTE 1 - PURPOSE OF SCHEDULE

Combining Schedule of Revenues, Expenses, and Changes in Net Position

This schedule is prepared on the accrual basis of accounting and provides a detail of activity for the programs accounted for within the Entity. This information has been provided at the request of management to assist in the reporting required by the Corporation for Public Broadcasting and is not a required part of the financial statements.



Certified Public Accountants

VALUE THE

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

The Board of Directors
San Bernardino Community College District
KVCR TV and FM
San Bernardino, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the accompanying consolidated financial statements of KVCR TV and FM (the Entity) (a public telecommunications entity operated by the San Bernardino Community College District) as of and for the year ended June 30, 2018, and the related notes to the financial statements, and have issued our report thereon dated November 19, 2018.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Entity, and are not intended to present fairly the financial position and changes in financial position of the San Bernardino Community College District in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Entity's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the Entity's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Entity's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Entity's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The result of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vavinek Tume Day & Co. LLP

Rancho Cucamonga, California
November 19, 2018

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: David James, Director, Internal Audit & Advisory Services
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Accept Independent Audit Report of the District's Measure M General Obligation Bonds for 2017-18

RECOMMENDATION

It is recommended that the Board of Trustees accept the 2017-18 independent audit report of the District's Measure M General Obligation Bonds.

OVERVIEW

Vavrinek, Trine, Day & Company has conducted the yearly districtwide independent audit for the period ending June 30, 2018.

ANALYSIS

Each year the District's bond funds undergo an independent audit, after which the audit firm prepares a written report detailing its financial statements.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

This Board item has no financial implications.

**SAN BERNARDINO
COMMUNITY COLLEGE DISTRICT**

**MEASURE M
GENERAL OBLIGATION BONDS
(ELECTION 2008)**

FINANCIAL AND PERFORMANCE AUDITS

JUNE 30, 2018

**SAN BERNARDINO
COMMUNITY COLLEGE DISTRICT**

**MEASURE M
GENERAL OBLIGATION BOND
CONSTRUCTION FUND
(ELECTION 2008)**

FINANCIAL AUDIT

JUNE 30, 2018

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
(MEASURE M)
GENERAL OBLIGATION BOND CONSTRUCTION FUND**

**FINANCIAL AUDIT
TABLE OF CONTENTS
JUNE 30, 2018**

FINANCIAL SECTION

Independent Auditor's Report	2
Measure M General Obligation Bond Construction Fund	
Balance Sheet	4
Statement of Revenues, Expenditures, and Changes in Fund Balance	5
Notes to Financial Statements	6

INDEPENDENT AUDITOR'S REPORT

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	13
---	----

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Financial Statement Findings	16
Summary Schedule of Prior Audit Findings	17

FINANCIAL SECTION



Certified Public Accountants

VALUE THE

INDEPENDENT AUDITOR'S REPORT

Board of Trustees and Citizens' Bond Oversight Committee
San Bernardino Community College District
General Obligation Bond
San Bernardino, California

Report on the Financial Statements

We have audited the accompanying financial statements of the San Bernardino Community College District's (the District) Measure M General Obligation Bond Construction Fund (Election 2008) as of and for the year ended June 30, 2018, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Measure M General Obligation Bond Construction Fund (Election 2008) at June 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Measure M General Obligation Bond Construction Fund (Election 2008), and are not intended to present fairly the financial position and changes in financial position of the District in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 19, 2018, on our consideration of the District's Measure M General Obligation Bond Construction Fund's (Election 2008) internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's Measure M General Obligation Bond Construction Fund's (Election 2008) internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's Measure M General Obligation Bond Construction Fund's (Election 2008) internal control over financial reporting and compliance.

Vavinek Tume Day & Co LLP

Rancho Cucamonga, California
November 19, 2018

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
(MEASURE M)
GENERAL OBLIGATION BOND CONSTRUCTION FUND**

**BALANCE SHEET
JUNE 30, 2018**

ASSETS

Investments	\$ 38,569,011
Accounts receivable	<u>15,220</u>
Total Assets	<u><u>\$ 38,584,231</u></u>

LIABILITIES AND FUND BALANCE

LIABILITIES

Accounts payable	<u>\$ 1,018,474</u>
------------------	---------------------

FUND BALANCE

Restricted for capital projects	<u>37,565,757</u>
Total Liabilities and Fund Balance	<u><u>\$ 38,584,231</u></u>

The accompanying notes are an integral part of these financial statements.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
(MEASURE M)
GENERAL OBLIGATION BOND CONSTRUCTION FUND**

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2018**

REVENUES

Interest \$ 331,592

EXPENDITURES

Professional services and other operating expenditures 191,035

Capital outlay 4,087,421

Total Expenditures 4,278,456

EXCESS OF EXPENDITURES OVER REVENUE (3,946,864)

FUND BALANCE, BEGINNING OF YEAR 41,512,621

FUND BALANCE, END OF YEAR \$ 37,565,757

The accompanying notes are an integral part of these financial statements.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
(MEASURE M)
GENERAL OBLIGATION BOND CONSTRUCTION FUND**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of San Bernardino Community College District's (the District) General Obligation Bond Construction Fund (Measure M) conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). San Bernardino Community College District Bond Fund accounts for the financial transactions in accordance with the policies and procedures of the California Community Colleges Budget and Accounting Manual.

Financial Reporting Entity

The audited financial statements include only the General Obligation Bond Construction Fund (Measure M) of the District. These funds were established to account for the receipt of proceeds of general obligation bond issuances and the expenditures of the proceeds under the General Obligation Bond Election of November 2002 and February 2008. These financial statements are not intended to present fairly the financial position and the changes in financial position of the District in compliance with accounting principles generally accepted in the United States of America.

Fund Accounting

The operations of the General Obligation Bond Construction Fund (Measure M) are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Basis of Accounting

The General Obligation Bond Construction Fund (Measure M) is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balance reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources. These fund financial statements do not include the adoption of GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as the District was not required to adopt GASB Statement No. 54 under the reporting requirements of GASB Statement No. 35.

Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. The District's Board of Trustees adopts an operating budget no later than July 1 in accordance with State law. A public hearing must be conducted to receive comments prior to adoption. The District's Board of Trustees satisfied these requirements. The Board revises this budget during the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
(MEASURE M)
GENERAL OBLIGATION BOND CONSTRUCTION FUND**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

Encumbrances

The District utilizes an encumbrance accounting system under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated when the commitments are paid and all outstanding encumbrances are liquidated at June 30.

Fund Balance - Governmental Funds

As of June 30, 2018, the fund balance of the General Obligation Bond Construction Fund (Measure M) was classified as follows:

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation, or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 - INVESTMENTS

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

Investment in County Treasury

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
(MEASURE M)
GENERAL OBLIGATION BOND CONSTRUCTION FUND**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

<u>Authorized Investment Type</u>	<u>Maximum Remaining Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Authorized Under Debt Agreements

Investments of debt proceeds held by bond trustees are governed by provisions of the debt agreements rather than the general provisions of the California Government Code. These provisions allow for the acquisition of investment agreements with maturities of up to 30 years.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District has a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District also manages its exposure to interest rate risk by investing in the San Bernardino County Investment Pool and various Short-Term Securities. The District maintains an investment of \$3,276,829 with the San Bernardino County Investment Pool with a weighted maturity of 353 days. In addition, the District maintains investments of \$35,292,182 in Short-Term Securities.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
(MEASURE M)
GENERAL OBLIGATION BOND CONSTRUCTION FUND**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investment in the San Bernardino County Investment Pool is rated at AAf/S1 by Fitch Ratings agency. All other investments are not required to be rated, nor have they been rated as of June 30, 2018.

NOTE 3 - FAIR VALUE MEASUREMENTS

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 - Observable inputs, other than Level 1 prices, such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that data if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized - Investments in the San Bernardino County Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

The District's fair value measurements are as follows at June 30, 2018:

Investment Type	Fair Value	Fair Value Measurements	
		Using Level 1 Inputs	Uncategorized
San Bernardino County Investment Pool	\$ 3,258,571	\$ -	\$ 3,258,571
Short-Term Securities	35,292,182	35,292,182	-
Total	<u>\$ 38,550,753</u>	<u>\$ 35,292,182</u>	<u>\$ 3,258,571</u>

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
(MEASURE M)
GENERAL OBLIGATION BOND CONSTRUCTION FUND**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

All assets have been valued using a market approach, with quoted market prices.

NOTE 4 - ACCOUNTS RECEIVABLE

Receivables at June 30, 2018, consist of the following:

Interest	<u><u>\$ 15,220</u></u>
----------	-------------------------

NOTE 5 - ACCOUNTS PAYABLE

Accounts payable at June 30, 2018, consist of the following:

Construction payables	<u><u>\$ 1,018,474</u></u>
-----------------------	----------------------------

NOTE 6 - FUND BALANCE

Fund balance is composed of the following element:

Restricted Capital projects	<u><u>\$ 37,565,757</u></u>
--------------------------------	-----------------------------

NOTE 7 - COMMITMENTS AND CONTINGENCIES

As of June 30, 2018, the General Obligation Bond Construction Fund (Measure M) had the following significant construction commitments with respect to unfinished capital projects:

<u>Capital Project</u>	<u>Costs as of June 30, 2018</u>	<u>Estimated Costs to Complete</u>
SBVC Gymnasium and Stadium	\$ 71,541,291	\$ 458,709
SBVC Nursing Lab	294,700	175,300
CHC LADM Renovation	14,821,932	678,068
CHC PAC Renovation #2	252,772	-
Total	<u><u>\$ 86,910,695</u></u>	<u><u>\$ 1,312,077</u></u>

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
(MEASURE M)
GENERAL OBLIGATION BOND CONSTRUCTION FUND**

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the General Obligation Bond Construction Fund (Measure M) at June 30, 2018.

INDEPENDENT AUDITOR'S REPORT



Certified Public Accountants

VALUE THE

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Trustees and Citizens' Bond Oversight Committee
San Bernardino Community College District
General Obligation Bond
San Bernardino, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the San Bernardino Community College District's (the District) Measure M General Obligation Bond Construction Fund (Election 2008), as of and for the year ended June 30, 2018, and the related notes to the financial statements, and have issued our report thereon dated November 19, 2018.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Measure M General Obligation Bond Construction Fund (Election 2008), and are not intended to present fairly the financial position and changes in financial position of the District in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's Measure M General Obligation Bond Construction Fund (Election 2008) internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's Measure M General Obligation Bond Construction Fund (Election 2008) internal control. Accordingly, we do not express an opinion on the effectiveness of the District's Measure M General Obligation Bond Construction Fund (Election 2008) internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Measure M General Obligation Bond Construction Fund (Election 2008) financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's Measure M General Obligation Bond Construction Fund (Election 2008) financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The result of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's Measure M General Obligation Bond Construction Fund (Election 2008) internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's Measure M General Obligation Bond Construction Fund (Election 2008) internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vavinek Tume Day & Co. LLP

Rancho Cucamonga, California
November 19, 2018

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
(MEASURE M)
GENERAL OBLIGATION BOND CONSTRUCTION FUND**

**FINANCIAL STATEMENT FINDINGS
JUNE 30, 2018**

None reported.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
(MEASURE M)
GENERAL OBLIGATION BOND CONSTRUCTION FUND**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
JUNE 30, 2018**

None reported.

**SAN BERNARDINO
COMMUNITY COLLEGE DISTRICT**

**MEASURE M
GENERAL OBLIGATION BOND
CONSTRUCTION FUND**

**ELECTION 2008
PERFORMANCE AUDIT**

JUNE 30, 2018

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
MEASURE M GENERAL OBLIGATION BOND**

**PERFORMANCE AUDIT
TABLE OF CONTENTS
JUNE 30, 2018**

Independent Auditor's Report on Performance	1
Authority for Issuance	2
Purpose of Issuance	2
Authority for the Audit	2
Objectives of the Audit	3
Scope of the Audit	3
Procedures Performed	3
Conclusion	4
Schedule of Findings and Questioned Costs	5
Summary Schedule of Prior Audit Findings	7



Certified Public Accountants

VALUE THE

INDEPENDENT AUDITOR'S REPORT ON PERFORMANCE

Board of Trustees and Citizens' Bond Oversight Committee
San Bernardino Community College District
General Obligation Bond
San Bernardino, California

We were engaged to conduct a performance audit of San Bernardino Community College District's (the District) Proposition 39 Measure M General Obligation Bond Construction Fund for the year ended June 30, 2018.

We conducted this performance audit in accordance with the standards applicable to performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our conclusion based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

The results of our tests indicated that the District's Proposition 39 Measure M General Obligation Bond Construction Fund is in compliance with Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution.

Vainek Tume Day & Co LLP

Rancho Cucamonga, California
November 19, 2018

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT MEASURE M GENERAL OBLIGATION BOND

JUNE 30, 2018

AUTHORITY FOR ISSUANCE

The Measure M General Obligation Bond (the Bond) was issued pursuant to the Constitution and laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California *Education Code*, and other applicable provisions of law. The Bond was authorized to be issued by a resolution adopted by the Board of Supervisors of San Bernardino County (the County Resolution), pursuant to a request of the San Bernardino Community College District (the District) made by a resolution adopted by the Board of Education of the District (the District Resolution).

The District received authorization at an election held on February 5, 2008, to issue bonds of the District in an aggregate principal amount not to exceed \$500,000,000 to finance specific construction and renovation projects approved by eligible voters within the District. The Measure required approval by at least 55 percent of the votes cast by eligible voters within the District. The Bond Fund represents the authorized bond issuance of the Measure M 2008A, 2008B, 2008C, as well as the 2005 Refunding Bonds, 2013 Refunding Bonds, and 2015 Refunding Bonds.

PURPOSE OF ISSUANCE

The general obligation bond funds of the District would be used to finance the design, acquisition, installation, restoration, and construction of public schools and school facilities and providing facilities improvements and upgrades, and the acquisition of related facilities costs, including, but not limited to, financing the following: renovation of classrooms and science labs; upgrading of electrical systems and wiring to safely accommodate computers, technology, and other electrical devices; repair and replacement of fixtures and systems. Project costs for expansion of existing facilities may include, but is not limited to, some or all of the following: vocational and technical training programs and to enhance nursing, firefighter, paramedic, public safety, and hi-tech job training. Project costs for furniture and equipment may include, but is not limited to, some or all of the following: desks and tables; window and floor covering; computer, media recording, and presentation equipment; science laboratory equipment; and/or other electronic equipment.

AUTHORITY FOR THE AUDIT

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools, and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college districts, or county offices of education, "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities", upon approval by 55 percent of the electorate. In addition to reducing the approval threshold from two-thirds to 55 percent, Proposition 39 and the enacting legislation (AB 1908 and AB 2659) requires the following accountability measures as codified in *Education Code* Sections 15278-15282:

1. Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b)(3)(C) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT MEASURE M GENERAL OBLIGATION BOND

JUNE 30, 2018

2. The community college district must list the specific school facilities projects to be funded in the ballot measure, and must certify that the governing board has evaluated safety, class size reduction, and information technology needs in developing the project list.
3. Requires the community college district to appoint a Citizens' Oversight Committee.
4. Requires the community college district to conduct an annual independent financial audit and performance audit in accordance with the *Government Auditing Standards* issued by the Comptroller General of the United States of the bond proceeds until all of the proceeds have been expended.
5. Requires the community college district to conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

OBJECTIVES OF THE AUDIT

Determine whether expenditures charged to the Measure M General Obligation Bond Construction Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure M.

SCOPE OF THE AUDIT

The scope of our performance audit covered the period of July 1, 2017 through June 30, 2018. The population of expenditures tested included all object and project codes associated with the Bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2018, were not reviewed or included within the scope of our audit or in this report.

PROCEDURES PERFORMED

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2018, for the Measure M Bond Fund. Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution and Measure M as to the approved Bond projects list. We performed the following procedures:

1. We verified that a separate Bond Construction Fund of the District has been established to account for the receipt of Bond proceeds and expenditure of the funds for the period July 1, 2017 through June 30, 2018.
2. We verified the District has established a Citizens' Bond Oversight Committee comprised of representatives from the seven specific constituency groups required by the Proposition.
3. We verified the Citizens' Bond Oversight Committee met regularly during the year and minutes of the meetings were maintained.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT MEASURE M GENERAL OBLIGATION BOND

JUNE 30, 2018

4. We selected a sample of expenditures for the period starting July 1, 2017 and ending June 30, 2018, and reviewed supporting documentation to ensure that such funds were properly expended on the specific projects listed in the ballot text.
5. Our sample included transactions totaling \$2,748,393. This represents 64 percent of the total expenditures of \$4,278,456.
6. We verified that funds from the Measure M Bond Construction Fund were expended for the voter authorized Bond projects as listed in the Approved Bond Project Listing.
7. We verified that the District used formal bid procedures for those contracts over the construction bid level requirements in accordance with the Education Code requirements and District policies.

CONCLUSION

The results of our tests indicated that, in all significant respects, San Bernardino Community College District has properly accounted for the expenditures held in the Measure M Bond Construction Fund and that such expenditures were made for authorized Bond projects. There were no salaries of administrators charged to the Measure M Bond Construction Fund for District general administration or operations. District procedures for disbursement of funds were applied in accordance with laws and regulations, as well as policies approved by the Board of Trustees.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
MEASURE M GENERAL OBLIGATION BOND**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
JUNE 30, 2018**

None reported.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
MEASURE M GENERAL OBLIGATION BOND**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
JUNE 30, 2018**

None reported.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: David James, Director, Internal Audit & Advisory Services
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Accept Independent Audit Report of the San Bernardino Community College District for 2017-18

RECOMMENDATION

It is recommended that the Board of Trustees accept the 2017-18 independent audit report of the San Bernardino Community College District.

OVERVIEW

Vavrinek, Trine, Day & Company has conducted the yearly districtwide independent audit for the period ending June 30, 2018.

ANALYSIS

Each year the District undergoes an independent audit, after which the audit firm prepares a written report detailing its financial statements.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

This Board item has no financial implications.



**SAN BERNARDINO
COMMUNITY
COLLEGE DISTRICT**

ANNUAL FINANCIAL REPORT

JUNE 30, 2018

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TABLE OF CONTENTS JUNE 30, 2018

FINANCIAL SECTION

Independent Auditor's Report	2
Management's Discussion and Analysis	5
Basic Financial Statements - Primary Government	
Statement of Net Position	12
Statement of Revenues, Expenses, and Changes in Net Position	13
Statement of Cash Flows	14
Fiduciary Funds	
Statement of Net Position	16
Statement of Changes in Net Position	17
Notes to Financial Statements	18

REQUIRED SUPPLEMENTARY INFORMATION

Schedule of Changes in the District's Net OPEB Liability and Related Ratios	68
Schedule of OPEB Investment Returns	69
Schedule of the District's Proportionate Share of the Net OPEB Liability - MPP Program	70
Schedule of the District's Proportionate Share of the Net Pension Liability	71
Schedule of District Contributions for Pensions	72
Note to Required Supplementary Information	73

SUPPLEMENTARY INFORMATION

District Organization	75
Schedule of Expenditures of Federal Awards	76
Schedule of Expenditures of State Awards	78
Schedule of Workload Measures for State General Apportionment Annual (Actual) Attendance	80
Reconciliation of <i>Education Code</i> Section 84362 (50 Percent Law) Calculation	81
Reconciliation of Annual Financial and Budget Report (CCFS-311) With Audited Financial Statements	84
Proposition 30 Education Protection Account (EPA) Expenditure Report	85
Reconciliation of Governmental Funds to the Statement of Net Position	86
Note to Supplementary Information	88

INDEPENDENT AUDITOR'S REPORTS

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	91
Report on Compliance for Each Major Program and Report on Internal Control Over Compliance Required by the Uniform Guidance	93
Report on State Compliance	96

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Summary of Auditor's Results	99
Financial Statement Findings and Recommendations	100
Federal Awards Findings and Questioned Costs	101
State Awards Findings and Questioned Costs	104
Summary Schedule of Prior Audit Findings	105

FINANCIAL SECTION



Certified Public Accountants

VALUE THE

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
San Bernardino Community College District
San Bernardino, California

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities and the aggregate remaining fund information of San Bernardino Community College District (the District) as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the 2017-2018 *Contracted District Audit Manual*, issued by the California Community Colleges Chancellor's Office. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and the aggregate remaining fund information of the District as of June 30, 2018, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter - Change in Accounting Principles

As discussed in Note 2 and Note 16 to the financial statements, in 2018, the District adopted new accounting guidance, GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require the Management's Discussion and Analysis on pages 5 through 11, and other required supplementary schedules on pages 68 and through 73, to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The accompanying supplementary information listed in the Table of Contents, including the Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the other supplementary information are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The accompanying supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 19, 2018, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Vainek Tume Day & Co. LLP

Rancho Cucamonga, California
November 19, 2018

USING THIS ANNUAL REPORT

The purpose of this annual report is to provide readers with information about the activities programs and financial condition of San Bernardino Community College District (the District) as of June 30, 2018. The report consists of the following three basic financial statements: Statement of Net Position, Statement of Revenues, Expenses, and Changes in Net Position, and Statement of Cash Flows and provides information about the District as a whole. This section of the annual financial report presents our discussion and analysis of the District's financial performance during the fiscal year that ended on June 30, 2018. Please read it in conjunction with the District's financial statements, which immediately follow this section. Responsibility for the completeness and accuracy of this information rests with the District management.

OVERVIEW OF THE FINANCIAL STATEMENTS

San Bernardino Community College District's financial statements are presented in accordance with Governmental Accounting Standards Board Statements No. 34, *Basic Financial Statements - and Management Discussion and Analysis - for State and Local Governments* and No. 35, *Basic Financial Statements - and Management Discussion and Analysis - for Public College and Universities*. These statements allow for the presentation of financial activity and results of operations which focus on the District as a whole. The government-wide financial statements present the overall results of operations whereby all of the District's activities are consolidated into one total versus the traditional presentation by fund type. The focus of the Statement of Net Position is designed to be similar to the bottom line results of the District. This statement combines and consolidates current financial resources with capital assets and long-term obligations. The Statement of Revenues, Expenses, and Changes in Net Position focuses on the costs of the District's operational activities with revenues and expenses categorized as operating and nonoperating, and expenses are reported by natural classification. The Statement of Cash Flows provides an analysis of the sources and uses of cash within the operations of the District.

The California Community Colleges Chancellor's Office has recommended that all State community colleges follow the Business-Type Activity (BTA) model for financial statement reporting purposes.

FINANCIAL HIGHLIGHTS

- The District's primary funding source is apportionment received from the State of California. The District's apportionment amount is determined by the number and size of colleges in the District and the number of Full-Time Equivalent Students (FTES). The District FTES for the year ended June 30, 2018, increased by 7.4 percent from the prior year as noted below.

	Year Ended June 30		
	2018	2017	Change
San Bernardino Valley College	10,785	10,131	6.5%
Crafton Hills College	4,519	4,122	9.6%
San Bernardino Community College District	15,304	14,253	7.4%

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2018

- During the year ended June 30, 2018, the District endeavored to fill various vacant employee positions across the District and improved staffing levels by 3.5 percent over the prior year as noted below.

	Year Ended June 30		
	2018	2017	Change
Administrators	113	103	9.7%
Faculty	282	275	2.5%
Classified	438	427	2.6%
Total	833	805	3.5%

- The District continues to monitor compliance with the 50 percent law, which requires that at least 50 percent of the current expense of education be spent on instructional salaries. During the year ended June 30, 2018, the District improved the rate to 51.19 percent from 51.12 percent in the previous year.
- During the year, the District invested \$75 million from the FCC auction proceeds.

Statement of Net Position

The Statement of Net Position presents the assets, liabilities, and net position of the District as of the end of the fiscal year and is prepared using the accrual basis of accounting, which is similar to the accounting method used by most private-sector organizations. The Statement of Net Position is a point-of-time financial statement whose purpose is to present to the readers a fiscal snapshot of the District. The Statement of Net Position primarily presents end-of-year data concerning assets (current and noncurrent), liabilities (current and noncurrent), and net position (assets plus deferred outflows of resources minus liabilities).

From the data presented, readers of the Statement of Net Position are able to determine the assets available to continue the operations of the District. Readers are also able to determine how much the District owes vendors and employees. Finally, the Statement of Net Position provides a picture of the assets and their availability for expenditure by the District.

The difference between the sum of total assets plus deferred outflows of resources and total liabilities plus deferred inflows (net position) is one indicator of the current financial condition of the District. Another indicator is the change in net position which shows whether the overall financial condition has improved or worsened during the year. Assets and liabilities are generally measured using current values. One notable exception is capital assets, which are stated at historical cost less an allocation for depreciation expense.

The Net Position is divided into three major categories. The first category, net investment in capital assets, provides the equity amount in property, plant, and equipment owned by the District. The second category is expendable restricted assets. These assets are available for expenditure by the District, but must be spent for purposes as determined by external entities and/or donors that have placed time or purpose restrictions on the use of the assets. The final category is unrestricted net position that is available to the District for any lawful purpose of the District.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2018

The Statement of Net Position as of June 30, 2018 and June 30, 2017, is summarized below.

(Amounts in thousands)

	<u>2018</u>	<u>(as restated) 2017</u>
ASSETS		
Current Assets		
Cash and investments	\$ 266,170	\$ 154,645
Accounts receivable (net)	15,362	6,886
Other current assets	1,006	2,303
Total Current Assets	<u>282,538</u>	<u>163,834</u>
Capital Assets (net)	<u>537,149</u>	<u>544,718</u>
Total Assets	<u>819,687</u>	<u>708,552</u>
DEFERRED OUTFLOWS OF RESOURCES		
Deferred charge on refunding	12,365	13,277
Deferred outflows of resources related to pensions	53,830	27,572
Deferred outflows of resources related to OPEB	296	-
Total Deferred Outflows of Resources	<u>66,491</u>	<u>40,849</u>
LIABILITIES		
Current Liabilities		
Accounts payable and other liabilities	39,836	49,576
Current portion of long-term debt	11,525	10,415
Total Current Liabilities	<u>51,361</u>	<u>59,991</u>
Long-Term Obligations	<u>702,572</u>	<u>622,505</u>
Total Liabilities	<u>753,933</u>	<u>682,496</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows of resources related to pensions	<u>18,156</u>	<u>21,012</u>
NET POSITION		
Net investment in capital assets	58,611	37,952
Restricted	33,975	44,171
Unrestricted	21,503	(36,230)
Total Net Position	<u>\$ 114,089</u>	<u>\$ 45,893</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2018

Statement of Revenues, Expenses, and Changes in Net Position

Changes in total net position are presented in the Statement of Revenues, Expenses, and Changes in Net Position. The purpose of this statement is to present the operating and nonoperating revenues earned, whether received or not by the District; the operating and nonoperating expense incurred, whether paid or not by the District; and any other revenues, expenses, gains and/or losses earned or incurred by the District. Thus, this statement presents the District's results of operations.

Generally, operating revenues are earned for providing goods and services to the various customers and constituencies of the District. Operating expenses are those expenses incurred to acquire or produce the goods and services provided in return for the operating revenues and to fulfill the mission of the District. Nonoperating revenues are those received or pledged for which goods and services are not provided. For example, State appropriations are nonoperating because they are provided by the legislature to the District without the legislature directly receiving commensurate goods and services for those revenues.

The Statement of Revenues, Expenses, and Changes in Net Position for the years ended June 30, 2018 and June 30, 2017, is summarized below.

(Amounts in thousands)

	<u>2018</u>	<u>2017</u>
Operating Revenues		
Tuition and fees	\$ 8,123	\$ 7,089
Grants and contracts, non capital	35,018	41,822
Auxiliary sales and charges	3,389	4,471
Total Operating Revenues	<u>46,530</u>	<u>53,382</u>
Operating Expenses		
Salaries and benefits	109,677	96,886
Supplies and maintenance	30,356	45,655
Student financial aid	25,631	23,877
Depreciation	17,087	15,524
Total Operating Expenses	<u>182,751</u>	<u>181,942</u>
Operating Loss	<u>(136,221)</u>	<u>(128,560)</u>
Nonoperating Revenues		
State apportionments	57,177	51,417
Property taxes	53,783	42,613
Financial aid grants, non capital	24,311	22,388
State revenues	3,506	12,709
Net interest expense	(23,656)	(17,878)
Other nonoperating revenues	86,530	7,292
Total Nonoperating Revenue	<u>201,651</u>	<u>118,541</u>
Other Revenues		
State and local capital income	<u>2,766</u>	<u>1,771</u>
Net Change in Net Position	<u>\$ 68,196</u>	<u>\$ (8,248)</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2018

In accordance with requirements set forth by the California Community Colleges Chancellor's Office, the District reports operating expenses by object code. Operating expenses by functional classification are as follows:

Year ended June 30, 2018:

(Amounts in thousands)

	Salaries	Employee Benefits	Supplies, Material, and Other Expenses and Services	Equipment, Maintenance, and Repairs	Student Financial Aid	Depreciation	Total
Instructional activities	\$ 34,262	\$ 17,536	\$ 1,254	\$ -	\$ -	\$ -	\$ 53,052
Academic support	4,436	1,908	2,224	-	-	-	8,568
Student services	11,796	4,500	2,182	-	-	-	18,478
Plant operations and maintenance	3,368	1,762	2,335	-	-	-	7,465
Instructional support services	11,736	4,902	11,696	-	-	-	28,334
Community services and economic development	4,473	1,590	1,666	-	-	-	7,729
Ancillary services and auxiliary operations	4,867	2,091	6,796	-	-	-	13,754
Student aid	-	-	-	-	25,631	-	25,631
Physical property and related acquisitions	327	123	435	1,768	-	-	2,653
Unallocated depreciation	-	-	-	-	-	17,087	17,087
Total	\$ 75,265	\$ 34,412	\$ 28,588	\$ 1,768	\$ 25,631	\$ 17,087	\$ 182,751

Statement of Cash Flows

The Statement of Cash Flows provides information about cash receipts and cash payments during the fiscal year. This statement also helps users assess the District's ability to generate positive cash flows, meet obligations as they come due, and the need for external financing.

The Statement of Cash Flows reports cash provided by or used in the following activities:

- Operating - consists of cash receipts from enrollment fees, grants and contracts, and cash payments for salaries, benefits, supplies, utilities, and other items related to the instructional program.
- Noncapital financing - primarily State apportionment and property taxes.
- Capital financing - purchase of capital assets (land, buildings, and equipment) and bond interest payments and receipts from Federal and State grants for capital purposes, as well as property tax revenue for bond repayments.
- Investing - consists of investment activities and earnings on those investments.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2018

The Statement of Cash Flows for the years ended June 30, 2018 and June 30, 2017, is summarized below.

(Amounts in thousands)

	<u>2018</u>	<u>2017</u>
Cash Provided by (Used in)		
Operating activities	\$ (116,372)	\$ (157,211)
Noncapital financing activities	193,561	168,855
Capital financing activities	32,863	(43,310)
Investing activities	3,454	39,470
Net Increase in Cash	<u>113,506</u>	<u>7,804</u>
Cash, Beginning of Year	117,372	109,568
Cash, End of Year	<u><u>\$ 230,878</u></u>	<u><u>\$ 117,372</u></u>

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

As of June 30, 2018, the District had \$693.2 million in capital assets, less \$156.1 million accumulated depreciation for net capital assets of \$537.1 million. The District continues to work on the facilities projects that are part of the \$450 million bond master plan. The District spent approximately \$19.0 million on capital assets during the year, the majority of which relate to bond proceeds. Depreciation charges during the year totaled \$17.1 million. Note 6 in the financial statements provides additional information on capital assets. A summary of capital assets is presented below.

(Amounts in thousands)

	Balance Beginning of Year	Additions	Deletions	Balance End of Year
Land and construction in progress	\$ 98,887	\$ 7,431	\$ (9,226)	\$ 97,092
Buildings and improvements	559,321	10,312	(2,456)	567,177
Furniture and equipment	28,276	1,289	(548)	29,017
Subtotal	<u>686,484</u>	<u>19,032</u>	<u>(12,230)</u>	<u>693,286</u>
Accumulated depreciation	<u>(141,766)</u>	<u>(17,086)</u>	<u>2,715</u>	<u>(156,137)</u>
	<u><u>\$ 544,718</u></u>	<u><u>\$ 1,946</u></u>	<u><u>\$ (9,515)</u></u>	<u><u>\$ 537,149</u></u>

Obligations

As of June 30, 2018, the District had \$714.1 million in debt consisting of \$593.7 million from general obligation bonds, \$112.2 million from pension obligation, \$1.8 million from net pension liability, \$3.2 million from compensated absences, and \$3.2 million claims liability.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2018

Details including the type, interest rates, and maturities of the general obligation bonds are found in Note 10. A summary of long-term obligations is presented below.

(Amounts in thousands)

	Balance as restated, July 1, 2017	Additions	Deletions	Balance June 30, 2018
General obligation bonds	\$ 548,279	\$ 59,496	\$ (14,026)	\$ 593,749
Compensated absences	3,347	-	(91)	3,256
Claims liability	3,078	97	-	3,175
Community service grant payable	109	-	(109)	-
Aggregate net OPEB liability	1,755	1,212	(1,199)	1,768
Aggregate net pension obligation	76,352	35,798	-	112,150
Total Long-Term Debt	<u>\$ 632,920</u>	<u>\$ 96,603</u>	<u>\$ (15,425)</u>	<u>\$ 714,098</u>
Amount due within one year				<u>\$ 11,525</u>

ECONOMIC FACTORS AFFECTING THE FUTURE OF SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

The financial position of San Bernardino Community College District is closely tied to that of the State of California. The District receives approximately 75 percent of its combined general fund revenues through State apportionments and local property taxes. These two sources, along with allocations from the Education Protection Account, redevelopment allocations, and student paid enrollment fees, essentially make up the District's general apportionment, the main funding support for California community colleges.

Management continues to closely monitor the State budget information and operating costs of the District and will maintain a close watch over resources to ensure financial stability and retain reserve levels required by Board Policy and the State Chancellor's Office.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, students, and investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need any additional financial information, contact the Vice Chancellor, Business and Fiscal Services, at San Bernardino Community College District, 114 South Del Rosa Drive, San Bernardino, California 92408.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**STATEMENT OF NET POSITION - PRIMARY GOVERNMENT
JUNE 30, 2018**

ASSETS

Current Assets

Cash and cash equivalents	\$ 51,678,442
Investments	214,491,904
Accounts receivable	11,901,681
Student loans receivable, net	3,460,454
Due from fiduciary funds	144,151
Prepaid expenses	847,308
Inventories	14,500
Total Current Assets	<u>282,538,440</u>

Noncurrent Assets

Nondepreciable capital assets	97,091,896
Depreciable capital assets, net of depreciation	440,056,914
Total Noncurrent Assets	<u>537,148,810</u>
TOTAL ASSETS	<u>819,687,250</u>

DEFERRED OUTFLOWS OF RESOURCES

Deferred charges on refunding	12,365,125
Deferred outflows of resources related to pensions	53,829,862
Deferred outflows of resources related to OPEB	295,696
TOTAL DEFERRED OUTFLOWS OF RESOURCES	<u>66,490,683</u>

LIABILITIES

Current Liabilities

Accounts payable	15,187,235
Accrued interest payable	8,219,958
Due to fiduciary funds	25,024
Unearned revenue	16,403,781
Bonds payable - current portion	11,525,000
Total Current Liabilities	<u>51,360,998</u>

Noncurrent Liabilities

Compensated absences	3,255,473
Bonds payable - noncurrent portion	582,224,194
Claims liability	3,174,783
Aggregate net other postemployment benefits (OPEB) liability	1,767,948
Aggregate net pension obligation	112,150,172
Total Noncurrent Liabilities	<u>702,572,570</u>
TOTAL LIABILITIES	<u>753,933,568</u>

DEFERRED INFLOWS OF RESOURCES

Deferred inflows of resources related to pensions	<u>18,155,750</u>
---	-------------------

NET POSITION

Net investment in capital assets	58,610,731
Restricted for:	
Debt service	24,455,340
Capital projects	7,780,937
Educational programs	1,739,054
Unrestricted	21,502,553
TOTAL NET POSITION	<u>\$ 114,088,615</u>

The accompanying notes are an integral part of these financial statements.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**STATEMENT OF REVENUES, EXPENSES,
AND CHANGES IN NET POSITION - PRIMARY GOVERNMENT
FOR THE YEAR ENDED JUNE 30, 2018**

OPERATING REVENUES

Student Tuition and Fees	\$ 21,026,371
Less: Scholarship discount and allowance	(12,903,371)
Net tuition and fees	<u>8,123,000</u>
Grants and Contracts, Noncapital	
Federal	2,372,766
State	30,239,208
Local	2,406,378
Net grants and contracts, noncapital	<u>35,018,352</u>
Auxiliary Enterprise Sales and Charges	
Bookstore	2,799,608
Cafeteria	589,342
TOTAL OPERATING REVENUES	<u><u>46,530,302</u></u>

OPERATING EXPENSES

Salaries	75,264,689
Employee benefits	34,412,380
Supplies, materials, and other operating expenses and services	28,588,385
Equipment, maintenance, and repairs	1,767,834
Student financial aid	25,630,531
Depreciation	17,087,085
TOTAL OPERATING EXPENSES	<u><u>182,750,904</u></u>

OPERATING LOSS

(136,220,602)

NONOPERATING REVENUES (EXPENSES)

State apportionments, noncapital	57,176,853
Local property taxes, levied for general purposes	28,211,597
Taxes levied for other specific purposes	25,571,878
Federal financial aid grants, noncapital	21,244,822
State financial aid grants, noncapital	3,066,397
State taxes and other revenues	3,505,715
Investment income	2,600,042
Interest expense on capital related debt	(26,547,495)
Investment income on capital asset-related debt, net	291,323
Transfer from fiduciary funds	850,000
Transfer to fiduciary funds	(75,225,000)
Other nonoperating revenue	160,904,473
TOTAL NONOPERATING REVENUES (EXPENSES)	<u><u>201,650,605</u></u>

INCOME BEFORE OTHER REVENUES

65,430,003

OTHER REVENUES

State revenues, capital	988,385
Local revenues, capital	1,777,334
TOTAL OTHER REVENUES	<u><u>2,765,719</u></u>

CHANGE IN NET POSITION

68,195,722

BEGINNING NET POSITION, AS RESTATED

45,892,893

NET POSITION, END OF YEAR

\$ 114,088,615

The accompanying notes are an integral part of these financial statements.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**STATEMENT OF CASH FLOWS - PRIMARY GOVERNMENT
FOR THE YEAR ENDED JUNE 30, 2018**

CASH FLOWS FROM OPERATING ACTIVITIES	
Tuition and fees	\$ 8,781,087
Federal and State grants and contracts	30,217,390
Payments to or on behalf of employees	(103,003,783)
Payments to vendors for supplies and services	(30,039,407)
Payments to students for scholarships and grants	(25,630,531)
Auxiliary enterprise sales and charges	3,303,473
Net Cash Flows From Operating Activities	<u>(116,371,771)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
State apportionments	53,170,383
Federal and State financial aid grants	24,311,219
Property taxes	28,211,597
State taxes and other apportionments	3,180,500
Other nonoperating	84,687,539
Net Cash Flows From Noncapital Financing Activities	<u>193,561,238</u>
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES	
Purchase of capital assets	(16,257,703)
State revenue, capital projects	988,385
Local revenue, capital projects	1,777,334
Property taxes - related to capital debt	25,571,878
Proceeds from capital debt	59,496,008
Principal paid on capital debt	(14,026,009)
Interest paid on capital debt	(24,978,221)
Interest received on capital asset-related debt	291,323
Net Cash Flows From Capital Financing Activities	<u>32,862,995</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Sale of investments	1,980,669
Interest received from investments	1,472,865
Net Cash Flows From Investing Activities	<u>3,453,534</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	113,505,996
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	117,372,168
CASH AND CASH EQUIVALENTS, END OF YEAR	<u><u>\$ 230,878,164</u></u>

The accompanying notes are an integral part of these financial statements.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**STATEMENT OF CASH FLOWS - PRIMARY GOVERNMENT, Continued
FOR THE YEAR ENDED JUNE 30, 2018**

**RECONCILIATION OF NET OPERATING LOSS TO NET CASH
FLOWS FROM OPERATING ACTIVITIES**

Operating Loss	<u>\$ (136,220,602)</u>
Adjustments to Reconcile Operating Loss to Net Cash Flows From Operating Activities	
Depreciation expense	17,087,085
Changes in Assets, Deferred Outflows, Liabilities, and Deferred Inflows	
Receivables	(5,064,666)
Inventories	841,311
Prepaid expenses	558,067
Accounts payable and accrued liabilities	(707,278)
Unearned revenue	836,314
Claims liability	96,538
Compensated absences	(91,210)
Deferred outflows of resources related to pensions	(26,257,229)
Deferred outflows of resources related to OPEB	(295,696)
Deferred inflows of resources related to pensions	(2,856,266)
Community service grant payable	(109,374)
Aggregate net OPEB liability	12,822
Aggregate net pension obligation	<u>35,798,413</u>
Total Adjustments	<u>19,848,831</u>
Net Cash Flows From Operating Activities	<u><u>\$ (116,371,771)</u></u>

CASH AND CASH EQUIVALENTS CONSIST OF THE FOLLOWING:

Cash in banks	\$ 51,678,442
Cash in county treasury	<u>179,199,722</u>
Total Cash and Cash Equivalents	<u><u>\$ 230,878,164</u></u>

NONCASH TRANSACTIONS

On behalf payments for benefits	<u><u>\$ 3,456,305</u></u>
---------------------------------	----------------------------

The accompanying notes are an integral part of these financial statements.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**FIDUCIARY FUNDS
STATEMENT OF NET POSITION
JUNE 30, 2018**

	Retiree OPEB Trust	PARS Trust	Other Trust Funds	Agency Funds
ASSETS				
Cash and cash equivalents	\$ -	\$ -	\$ 599,803	\$ 285,876
Investments	8,450,288	74,912,028	1,682,103	-
Accounts receivable	-	-	135,303	878
Due from primary government	-	-	21,378	3,646
Prepaid expenses	-	-	35,812	965,863
Other current assets	-	-	31,614	-
Total Assets	<u>8,450,288</u>	<u>74,912,028</u>	<u>2,506,013</u>	<u>\$ 1,256,263</u>
LIABILITIES				
Cash overdraft	-	-	-	\$ 39,140
Accounts payable	-	-	142,517	151,253
Due to primary government	-	-	137,448	6,703
Unearned revenue	-	-	277,098	-
Due to student groups	-	-	-	286,522
Due to KVCR FNX	-	-	-	772,645
Total Liabilities	<u>-</u>	<u>-</u>	<u>557,063</u>	<u>\$ 1,256,263</u>
NET POSITION				
Restricted for postemployment benefits other than pensions	8,450,288	-	-	
Restricted for pension benefits	-	74,912,028	-	
Unreserved	-	-	1,948,950	
Total Net Position	<u>\$ 8,450,288</u>	<u>\$ 74,912,028</u>	<u>\$ 1,948,950</u>	

The accompanying notes are an integral part of these financial statements.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**FIDUCIARY FUNDS
STATEMENT OF CHANGES IN NET POSITION
FOR THE YEAR ENDED JUNE 30, 2018**

	Retiree OPEB Trust	PARS Trust	Other Trust Funds
ADDITIONS			
State revenues	\$ -	\$ -	\$ 233,429
Local revenues	487,707	(61,001)	2,526,656
Total Additions	<u>487,707</u>	<u>(61,001)</u>	<u>2,760,085</u>
DEDUCTIONS			
Classified salaries	-	-	690,287
Employee benefits	-	-	214,662
Books and supplies	-	-	10,400
Services and operating expenditures	73,272	26,971	858,294
Capital outlay	-	-	187,970
Total Deductions	<u>73,272</u>	<u>26,971</u>	<u>1,961,613</u>
OTHER FINANCING SOURCES (USES)			
Transfer from primary government	-	75,000,000	225,000
Transfer to primary government	-	-	(850,000)
Other uses	-	-	(156,730)
Total Other Financing Sources (Uses)	<u>-</u>	<u>75,000,000</u>	<u>(781,730)</u>
Change in Net Position	414,435	74,912,028	16,742
Net Position - Beginning	8,035,853	-	1,932,208
Net Position - Ending	<u>\$ 8,450,288</u>	<u>\$ 74,912,028</u>	<u>\$ 1,948,950</u>

The accompanying notes are an integral part of these financial statements.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

NOTE 1 - ORGANIZATION

San Bernardino Community College District (the District) was established in 1926 as a political subdivision of the State of California and is a comprehensive, public, two-year institution offering educational services to residents of the surrounding area. The District operates under a locally elected seven-member Board of Trustees form of government, which establishes the policies and procedures by which the District operates. The Board must approve the annual budgets for the General Fund, special revenue funds, and capital project funds, but these budgets are managed at the department level. Currently, the District operates two colleges, a Professional Development Center, and a television and radio station located within San Bernardino County. While the District is a political subdivision of the State of California, it is legally separate and is independent of other State and local governments, and it is not a component unit of the State in accordance with the provisions of Governmental Accounting Standards Board (GASB) Statement No. 61. The District is classified as a Public Educational Institution under Internal Revenue Code Section 115 and is, therefore, exempt from Federal taxes.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Reporting Entity

The District has adopted GASB Statement No. 61, *Determining Whether Certain Organizations are Component Units*. This statement amends GASB Statement No. 14, *The Financial Reporting Entity*, to provide additional guidance to determine whether certain organizations, for which the District is not financially accountable, should be reported as component units based on the nature and significance of their relationship with the District. The three components used to determine the presentation are: providing a "direct benefit", the "environment and ability to access/influence reporting", and the "significance" criterion.

The following entities met the criterion for inclusion as a "blended" component unit and are consolidated within the financial statements of the District:

- KVCR Educational Foundation, Inc.

The KVCR Educational Foundation, Inc. (the Foundation) is a legally separate, tax-exempt component unit of the District. The Foundation acts primarily as a fundraising organization to provide funding support to KVCR TV and FM, a wholly owned broadcasting affiliate of the District. Although the District does not control the timing or amount of receipts, the majority of resources, or income thereon that the Foundation holds and invests, are restricted to the activities of the District by the donors. Because these restricted resources held by the Foundation can only be used by, or for the benefit of, the District, the Foundation is considered a component unit of the District with the inclusion of the statements as a blended component unit.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Condensed Statement of Net Position

The Foundation is a not-for-profit organization under Internal Revenue Code (IRC) Section 501(c)(3) that reports its financial results in accordance with Financial Accounting Standards Codifications. As such, certain revenue recognition criteria and presentation features have been accounted for within this report using GASB revenue recognition criteria and presentation features.

- Economic Development and Corporate Training Foundation

The Economic Development and Corporate Training Foundation (EDCT Foundation) is a legally separate, tax-exempt component unit of the District. The EDCT Foundation's primary focus is to develop resources and philanthropic support for the advancement of the economic and workforce development and student success efforts of the San Bernardino Community College District. Because of the types of activities and the restricted resources held by the EDCT Foundation can only be used by, or for the benefit of, the District, the EDCT Foundation is considered a component unit of the District with the inclusion of the statements as a blended component unit.

Complete financial statements for the Foundation and the EDCT Foundation can be obtained from the District's Business Office. Condensed component unit information for the Foundation and the EDCT Foundation, the District's blended component units, for the year ended June 30, 2018, is as follows:

Condensed Statement of Net Position

	KVCR Educational Foundation, Inc.	Economic Development and Corporate Training Foundation
ASSETS		
Total Assets	<u>\$ 662,627</u>	<u>\$ 247,021</u>
LIABILITIES		
Total Liabilities	<u>362,096</u>	<u>183,974</u>
NET POSITION		
Total Net Position	<u><u>\$ 300,531</u></u>	<u><u>\$ 63,047</u></u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Condensed Statement of Revenues, Expenses, and Changes in Net Position

	KVCR Educational Foundation, Inc.	Economic Development and Corporate Training Foundation
	<u> </u>	<u> </u>
REVENUES		
Total Revenues	\$ 1,824,288	\$ 319,030
EXPENSES		
Total Expenses	<u>1,100,518</u>	<u>474,449</u>
Transfer from primary government	-	225,000
Transfer to primary government	<u>(850,000)</u>	<u>-</u>
CHANGE IN NET POSITION	<u>(126,230)</u>	<u>69,581</u>
NET POSITION, BEGINNING OF YEAR	426,761	(6,534)
NET POSITION, END OF YEAR	<u>\$ 300,531</u>	<u>\$ 63,047</u>

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

For financial reporting purposes, the District is considered a special-purpose government engaged only in business-type activities as defined by GASB Statements No. 34 and No. 35 as amended by GASB Statements No. 37, No. 38, and No. 39. This presentation provides a comprehensive government-wide perspective of the District's assets, liabilities, activities, and cash flows and replaces the fund group perspective previously required. Fiduciary activities, with the exception of the Student Financial Aid Fund, are excluded from the basic financial statements. Accordingly, the District's financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting. The significant accounting policies followed by the District in preparing these financial statements are in accordance with accounting principles generally accepted in the United States of America as prescribed by GASB. Additionally, the District's policies comply with the California Community Colleges Chancellor's Office *Budget and Accounting Manual*. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred. All material intra-agency and intra-fund transactions have been eliminated.

Revenues resulting from exchange transactions, in which each party gives and receives essentially equal value, are classified as operating revenues. These transactions are recorded on the accrual basis when the exchange takes place. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, operating revenues consist primarily of student fees, noncapital grants and contracts, and auxiliary activities through the bookstore and cafeteria.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Nonexchange transactions, in which the District receives value without directly giving equal value in return, include State apportionments, property taxes, Federal and State financial aid grants, and donations. Property tax revenue is recognized in the fiscal year received. State apportionment revenue is earned based upon criteria set forth from the Community Colleges Chancellor's Office and includes reporting of full-time equivalent students (FTES) attendance. The corresponding apportionment revenue is recognized in the period the FTES are generated. Revenue from Federal and State financial aid grants are recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements may include time and/or purpose requirements.

Operating expenses are costs incurred to provide instructional services including support costs, auxiliary services, and depreciation of capital assets. All other expenses not meeting this definition are reported as nonoperating. Expenses are recorded on the accrual basis as they are incurred, when goods are received, or services are rendered.

The financial statements are presented in accordance with the reporting model as prescribed in GASB Statement No. 34, *Basic Financial Statements and Management Discussion and Analysis for State and Local Governments*, and GASB Statement No. 35, *Basic Financial Statements and Management Discussion and Analysis for Public Colleges and Universities*, as amended by GASB Statements No. 37, No. 38, No. 39, and No. 61. The business-type activities model followed by the District requires the following components of the District's financial statements:

- Management's Discussion and Analysis
- Basic Financial Statements for the District as a whole including:
 - Statement of Net Position - Primary Government
 - Statement of Revenues, Expenses, and Changes in Net Position - Primary Government
 - Statement of Cash Flows - Primary Government
 - Financial Statements for the Fiduciary Funds including:
 - Statements of Fiduciary Net Position
 - Statements of Changes in Fiduciary Net Position
- Notes to the Financial Statements

Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be unrestricted cash on hand, demand deposits, and short-term unrestricted investments with original maturities of three months or less from the date of acquisition. Cash equivalents also include unrestricted cash with county treasury balances for purposes of the Statement of Cash Flows.

Investments

In accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and External Investment Pools*, investments held at June 30, 2018, are stated at fair value. Fair value is estimated based on quoted market prices at year end. Short-term investments have an original maturity date greater than three months, but less than one year at time of purchase. Long-term investments have an original maturity of greater than one year at the time of purchase.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Accounts Receivable

Accounts receivable include amounts due from the Federal, State and/or local governments, or private sources, in connection with reimbursement of allowable expenditures made pursuant to the District's grants and contracts. Accounts receivable also consist of tuition and fee charges to students and auxiliary enterprise services provided to students, faculty, and staff, the majority of each residing in the State of California. The District provides for an allowance for uncollectible accounts as an estimation of amounts that may not be received. This allowance is based upon management's estimates and analysis. The allowance was estimated at \$613,423 for the year ended June 30, 2018.

Prepaid Expenses

Prepaid expenses represent payments made to vendors and others for services that will benefit periods beyond June 30.

Inventories

Inventories consist of cafeteria food and supplies held for resale to the students and faculty of the colleges. Inventories are stated at cost, utilizing the lower of cost or market. The cost is recorded as an expense as the inventory is consumed.

Capital Assets and Depreciation

Capital assets are stated at cost at the date of acquisition or fair value at the date of gift. The District's capitalization policy includes all items with a unit cost of \$5,000 for furniture and equipment and an estimated useful life of greater than one year. Buildings, renovations to buildings, infrastructure, and land improvements that cost more than \$25,000, significantly increase the value, or extend the useful life of the structure, are capitalized. Routine repair and maintenance costs are charged to operating expenses in the year in which the expense is incurred. Depreciation of equipment and vehicles, facilities, and other physical properties is provided using the straight-line method over the estimated useful lives of the respective assets, or in the case of assets acquired under capital leases, the shorter of the lease term or useful life. Costs for construction in progress are capitalized when incurred.

Depreciation of capital assets is computed and recorded utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows: buildings, 40 to 50 years; improvements, 25 to 50 years; equipment, 5 to 10 years.

Accrued Liabilities and Long-Term Obligations

All payables, accrued liabilities, and long-term obligations are reported in the financial statements.

Debt Issuance Costs, Premiums and Discounts

Debt premiums and discounts, as well as issuance costs related to prepaid insurance costs, are amortized over the life of the bonds using the straight-line method.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Deferred Charges on Refunding

Deferred charges on refunding is amortized using the straight-line method over the remaining life of the old debt or the life of the new debt, whichever is shorter.

Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position also reports deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then. The District reports deferred outflows of resources for deferred charges on refunding of debt, for pension related items, and for OPEB related items.

In addition to liabilities, the Statement of Net Position reports a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The District reports deferred inflows of resources for pension related items.

Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions and pension expense, information about the fiduciary net position of the California State Teachers' Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS) plan for schools (the Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Member contributions are recognized in the period in which they are earned. Investments are reported at fair value.

Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District Plan and the CalSTRS Medicare Premium Payment (MPP) Program and additions to/deductions from the District Plan and the MPP's fiduciary net position have been determined on the same basis as they are reported by the District Plan and the MPP. For this purpose, the District Plan and the MPP recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

Compensated Absences

Accumulated unpaid employee vacation benefits are accrued as a liability as the benefits are earned. The entire compensated absence liability is reported on the government-wide financial statements. The current portion of unpaid compensated absences is recognized upon the occurrence of relevant events such as employee resignation and retirements that occur prior to year end that have not yet been paid within the fund from which the employees who have accumulated the leave are paid. The liability for this benefit is reported on the government-wide financial statements.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Sick leave is accumulated without limit for each employee based upon negotiated contracts. Leave with pay is provided when employees are absent for health reasons; however, the employees do not gain a vested right to accumulated sick leave. Employees are never paid for any sick leave balance at termination of employment or any other time. Therefore, the value of accumulated sick leave is not recognized as a liability in the District's financial statements. However, retirement credit for unused sick leave is applicable to all classified school members who retire after January 1, 1999. At retirement, each member will receive .004 year of service credit for each day of unused sick leave. Retirement credit for unused sick leave is applicable to all academic employees and is determined by dividing the number of unused sick days by the number of base service days required to complete the last school year, if employed full time.

Unearned Revenue

Unearned revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for unearned revenue is removed from the combined balance sheet and revenue is recognized. Unearned revenue includes (1) amounts received for tuition and fees prior to the end of the fiscal year that are related to the subsequent fiscal year and (2) amounts received from Federal and State grants received before the eligibility requirements are met.

Noncurrent Liabilities

Noncurrent liabilities include bonds payable, compensated absences, claims liability, aggregate net OPEB liability and the aggregate net pension obligation with maturities greater than one year.

Net Position

GASB Statements No. 34 and No. 35 report equity as "Net Position" and represent the difference between assets and liabilities. The net position is classified according to imposed restrictions or availability of assets for satisfaction of District obligations according to the following net asset categories:

Net Investment in Capital Assets consists of capital assets, net of accumulated depreciation and outstanding principal balances of debt attributable to the acquisition, construction, or improvement of those assets. To the extent debt has been incurred, but not yet expended for capital assets, such accounts are not included as a component invested in capital assets.

Restricted: Net position is reported as restricted when there are limitations imposed on their use, either through enabling legislation adopted by the District, or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The District first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted resources are available.

Unrestricted: Net position that is not subject to externally imposed constraints. Unrestricted net position may be designated for specific purposes by action of the Board of Trustees or may otherwise be limited by contractual agreements with outside parties.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

When both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first and the unrestricted resources when they are needed. The government-wide financial statements report \$33,975,331 of restricted net position.

Operating Revenues and Expenses

Classification of Revenues - The District has classified its revenues as either operating or nonoperating. Certain significant revenue streams relied upon for operation are classified as nonoperating as defined by GASB Statements No. 34 and No. 35. Classifications are as follows:

Operating revenues - Operating revenues include activities that have the characteristics of exchange transactions such as student tuition and fees, net of scholarship discounts and allowances, Federal, State, and local grants and contracts, and sales and services of auxiliary enterprises.

Nonoperating revenues - Nonoperating revenues include activities that have the characteristics of nonexchange transactions such as State apportionments, property taxes, investment income, gifts and contributions, and other revenue sources defined in GASB Statements No. 34 and No. 35.

Classification of Expenses - Nearly all of the District's expenses are from exchange transactions and are classified as either operating or nonoperating according to the following criteria:

Operating expenses - Operating expenses are necessary costs to provide the services of the District and include employee salaries and benefits, supplies, operating expenses, and student financial aid.

Nonoperating expenses - Nonoperating expenses include interest expense and other expenses not directly related to the services of the District.

State Apportionments

Certain current year apportionments from the State are based on financial and statistical information of the previous year. Any corrections due to the recalculation of the apportionment are made in February of the subsequent year. When known and measurable, these recalculations and corrections are accrued in the year in which the FTES are generated.

Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. The County Assessor is responsible for assessment of all taxable real property. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County of San Bernardino bills and collects the taxes on behalf of the District. Local property tax revenues are recorded when received.

The voters of the District passed General Obligation Bonds in November 2002 and February 2008 for the acquisition, construction, and remodeling of certain District property. As a result of the passage of the Bond, property taxes are assessed on the property within the District specifically for the repayment of the debt incurred. The taxes are assessed, billed, and collected as noted above and remitted to the District when collected.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Scholarships, Discounts, and Allowances

Student tuition and fee revenue is reported net of scholarships, discounts, and allowances. Fee waivers approved by the Board of Governors are included within the scholarships, discounts, and allowances in the Statement of Revenues, Expenses, and Changes in Net Position. Scholarship discounts and allowances represent the difference between stated charges for enrollment fees and the amount that is paid by students or third parties making payments on the students' behalf.

Federal Financial Assistance Programs

The District participates in federally funded Pell Grants, SEOG Grants, and Federal Work-Study programs, as well as other programs funded by the Federal government. Financial aid to students is either reported as operating expenses or scholarship allowances, which reduce revenues. The amount reported as operating expense represents the portion of aid that was provided to the student in the form of cash. Scholarship allowances represent the portion of aid provided to students in the form of reduced tuition. These programs are audited in accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Interfund Activity

Interfund transfers and interfund receivables and payables are eliminated during the consolidation process in the Primary Government and Fiduciary Funds' financial statements, respectively.

Change in Accounting Principles

In June 2015, the GASB issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The primary objective of this Statement is to improve accounting and financial reporting by State and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB). It also improves information provided by State and local governmental employers about financial support for OPEB that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

This Statement replaces the requirements of Statements No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans*, for OPEB. Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, establishes new accounting and financial reporting requirements for OPEB plans.

The District has implemented the provisions of this Statement as of June 30, 2018.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

In March 2017, the GASB issued Statement No. 85, *Omnibus 2017*. The objective of this Statement is to address practice issues that have been identified during implementation and application of certain GASB statements. This Statement addresses a variety of topics including issues related to blending component units, goodwill, fair value measurement and application, and postemployment benefits (pensions and other postemployment benefits [OPEB]). Specifically, this Statement addresses the following topics:

- Blending a component unit in circumstances in which the primary government is a business-type activity that reports in a single column for financial statement presentation;
- Reporting amounts previously reported as goodwill and "negative" goodwill;
- Classifying real estate held by insurance entities;
- Measuring certain money market investments and participating interest-earning investment contracts at amortized cost;
- Timing of the measurement of pension or OPEB liabilities and expenditures recognized in financial statements prepared using the current financial resources measurement focus;
- Recognizing on behalf payments for pensions or OPEB in employer financial statements;
- Presenting payroll-related measures in required supplementary information for purposes of reporting by OPEB plans and employers that provide OPEB;
- Classifying employer-paid member contributions for OPEB;
- Simplifying certain aspects of the alternative measurement method for OPEB; and
- Accounting and financial reporting for OPEB provided through certain multiple-employer defined benefit OPEB plans.

The District has implemented the provisions of this Statement as of June 30, 2018.

In May 2017, the GASB issued Statement No. 86, *Certain Debt Extinguishment Issues*. The primary objective of this Statement is to improve consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources—resources other than the proceeds of refunding debt—are placed in an irrevocable trust for the sole purpose of extinguishing debt. This Statement also improves accounting and financial reporting for prepaid insurance on debt that is extinguished and notes to financial statements for debt that is defeased in substance.

The District has implemented the provisions of this Statement as of June 30, 2018.

In June 2018, the GASB issued Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*. The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged. The requirements of this Statement should be applied prospectively.

The District has implemented the provisions of this Statement as of June 30, 2018.

New Accounting Pronouncements

In November 2016, the GASB issued Statement No. 83, *Certain Asset Retirement Obligations*. This Statement addresses accounting and financial reporting for certain asset retirement obligations (AROs). An ARO is a legally enforceable liability associated with the retirement of a tangible capital asset. A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability based on the guidance in this Statement.

This Statement establishes criteria for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for AROs. This Statement requires that recognition occur when the liability is both incurred and reasonably estimable. The determination of when the liability is incurred should be based on the occurrence of external laws, regulations, contracts, or court judgments, together with the occurrence of an internal event that obligates a government to perform asset retirement activities. Laws and regulations may require governments to take specific actions to retire certain tangible capital assets at the end of the useful lives of those capital assets, such as decommissioning nuclear reactors and dismantling and removing sewage treatment plants. Other obligations to retire tangible capital assets may arise from contracts or court judgments. Internal obligating events include the occurrence of contamination, placing into operation a tangible capital asset that is required to be retired, abandoning a tangible capital asset before it is placed into operation, or acquiring a tangible capital asset that has an existing ARO.

The requirements of this Statement are effective for reporting periods beginning after June 15, 2018. Early implementation is encouraged.

In January 2017, the GASB issued Statement No. 84, *Fiduciary Activities*. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

This Statement establishes criteria for identifying fiduciary activities of all State and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2018. Early implementation is encouraged.

In June 2017, the GASB issued Statement No. 87, *Leases*. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

The requirements of this Statement are effective for the reporting periods beginning after December 15, 2019. Early implementation is encouraged.

In April 2018, the GASB issued Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*. The primary objective of this Statement is to improve the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt.

This Statement defines debt for purposes of disclosure in notes to financial statements as a liability that arises from a contractual obligation to pay cash (or other assets that may be used in lieu of cash) in one or more payments to settle an amount that is fixed at the date the contractual obligation is established.

This Statement requires that additional essential information related to debt be disclosed in notes to financial statements, including unused lines of credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses.

For notes to financial statements related to debt, this Statement also requires that existing and additional information be provided for direct borrowings and direct placements of debt separately from other debt.

The requirements of this Statement are effective for reporting periods beginning after June 15, 2018. Early implementation is encouraged.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

NOTE 3 - DEPOSITS AND INVESTMENTS

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

Investment in County Treasury

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section (ECS) 41001). The fair value of the District's investment in the pool is reported in the accompanying financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

<u>Authorized Investment Type</u>	<u>Maximum Remaining Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Authorized Under Debt Agreements

Investments of debt proceeds held by bond trustees are governed by provisions of the debt agreements rather than the general provisions of the California Government Code. These provisions allow for the acquisition of investment agreements with maturities of up to 30 years.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Summary of Deposits and Investments

Deposits and investments as of June 30, 2018, consist of the following:

Primary government	\$ 266,170,346
Fiduciary funds	85,890,958
Total Deposits and Investments	<u>\$ 352,061,304</u>
Cash on hand and in banks	\$ 51,562,571
Cash in revolving	1,001,550
Cash in County Treasury	180,842,685
Investments	118,654,498
Total Deposits and Investments	<u>\$ 352,061,304</u>

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District manages its exposure to interest rate risk by primarily investing in the San Bernardino County Investment pool and various short-term securities evenly over time as necessary to provide the cash flow and liquidity needed for operations. The District maintains an investment of \$180,842,685 with the San Bernardino County Investment Pool with a weighted maturity of 353 days. In addition, the District maintains investments of \$35,292,182 and \$83,362,316 in Short-Term Securities and Mutual Funds, respectively.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investment in the San Bernardino County Investment pool is rated at AAAf/SI by Fitch Ratings agency. All other investments are not required to be rated, nor have they been rated as of June 30, 2018.

Custodial Credit Risk - Deposits

This is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk. However, the California Government Code requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110 percent of the total amount deposited by the public agency. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150 percent of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105 percent of the secured deposits. As of June 30, 2018, the District's bank balance of \$2,532,334 was exposed to custodial credit risk because it was uninsured and collateralized with securities held by the pledging financial institution's trust department or agent.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018

NOTE 4 - FAIR VALUE MEASUREMENTS

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets that the District has the ability to access at the measurement date. Level 1 assets may include debt and equity securities that are traded in an active exchange market and that are highly liquid and are actively traded in over-the-counter markets.

Level 2 - Observable inputs, other than Level 1 prices, such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, such as interest rates and curves observable at commonly quoted intervals, implied volatilities, and credit spreads. For financial reporting purposes, if an asset has a specified term, a Level 2 input is required to be observable for substantially the full term of the asset.

Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that data if reasonably available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized - Investments in the San Bernardino County Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

The District's fair value measurements are as follows at June 30, 2018:

Investment Type	Fair Value	Fair Value Measurements Using	
		Level 1 Inputs	Uncategorized
San Bernardino County Investment Pool	\$ 179,846,545	\$ -	\$ 179,846,545
Short-Term Securities	35,292,182	35,292,182	-
Mutual Funds	83,362,316	83,362,316	-
Total	<u>\$ 298,501,043</u>	<u>\$ 118,654,498</u>	<u>\$ 179,846,545</u>

All assets have been valued using a market approach, with quoted market prices.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 5 - ACCOUNTS RECEIVABLE

Accounts receivable at June 30, 2018, consisted primarily of intergovernmental grants, entitlements, interest, and other local sources.

The accounts receivable are as follows:

	<u>Primary Government</u>	<u>Fiduciary Funds</u>
Federal Government		
Categorical aid	\$ 1,086,113	\$ -
State Government		
Categorical aid	4,727,268	128,248
Lottery	648,146	-
Local Sources		
Interest	1,388,852	7,479
Property taxes	870,928	-
Other local sources	3,180,374	454
Total	<u>\$ 11,901,681</u>	<u>\$ 136,181</u>
Student loans receivable	\$ 4,073,877	
Less allowance for bad debt	(613,423)	
Student loans receivable, net	<u>\$ 3,460,454</u>	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 6 - CAPITAL ASSETS

Capital asset activity for the District for the fiscal year ended June 30, 2018, was as follows:

	Balance July 1, 2017	Additions	Deductions	Balance June 30, 2018
Capital Assets Not Being Depreciated				
Land	\$ 4,518,454	\$ -	\$ -	\$ 4,518,454
Construction in progress	94,368,158	7,431,589	9,226,305	92,573,442
Total Capital Assets Not Being Depreciated	<u>98,886,612</u>	<u>7,431,589</u>	<u>9,226,305</u>	<u>97,091,896</u>
Capital Assets Being Depreciated				
Land improvements	79,019,735	703,158	-	79,722,893
Buildings and improvements	480,301,266	9,609,326	2,456,000	487,454,592
Furniture and equipment	28,275,996	1,288,591	548,229	29,016,358
Total Capital Assets Being Depreciated	<u>587,596,997</u>	<u>11,601,075</u>	<u>3,004,229</u>	<u>596,193,843</u>
Total Capital Assets	<u>686,483,609</u>	<u>19,032,664</u>	<u>12,230,534</u>	<u>693,285,739</u>
Less Accumulated Depreciation				
Land improvements	47,120,272	6,268,546	-	53,388,818
Buildings and improvements	72,263,261	9,408,964	2,216,320	79,455,905
Furniture and equipment	22,381,763	1,409,575	499,132	23,292,206
Total Accumulated Depreciation	<u>141,765,296</u>	<u>17,087,085</u>	<u>2,715,452</u>	<u>156,136,929</u>
Net Capital Assets	<u>\$ 544,718,313</u>	<u>\$ 1,945,579</u>	<u>\$ 9,515,082</u>	<u>\$ 537,148,810</u>

Depreciation expense for the year was \$17,087,085.

NOTE 7 - ACCOUNTS PAYABLE

Accounts payable at June 30, 2018, consisted of the following:

	Primary Government	Fiduciary Funds
Accrued payroll	\$ 3,343,266	\$ 60,762
Apportionment	3,236,051	-
Construction	1,018,474	-
State categorical	86,084	-
Other	7,503,360	233,008
Total	<u>\$ 15,187,235</u>	<u>\$ 293,770</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 8 - UNEARNED REVENUE

Unearned revenue at June 30, 2018, consisted of the following:

	<u>Primary Government</u>	<u>Fiduciary Funds</u>
Federal financial assistance	\$ 99,949	\$ -
State categorical aid	9,062,952	-
Enrollment fees	3,274,485	-
Other local	3,966,395	277,098
Total	<u>\$ 16,403,781</u>	<u>\$ 277,098</u>

NOTE 9 - INTERFUND TRANSACTIONS

Interfund Receivables and Payables (Due To/Due From)

Interfund receivable and payable balances arise from interfund transactions and are recorded by all funds affected in the period in which transactions are executed. Interfund activity within the governmental funds and fiduciary funds has been eliminated respectively in the consolidation process of the basic financial statements. Balances owing between the primary government and the fiduciary funds are not eliminated in the consolidation process. As of June 30, 2018, the amount owed to the fiduciary funds from the primary government was \$25,024, and the amount owed to primary government from the fiduciary funds was \$144,151.

Interfund Operating Transfers

Operating transfers between funds of the District are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, and (3) use restricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. Operating transfers within the funds of the District have been eliminated in the consolidation process. Transfers between the primary government and the fiduciary funds are not eliminated in the consolidation process. During the 2018 fiscal year, the primary government transferred \$75,225,000 to the fiduciary funds, and the fiduciary funds transferred \$850,000 to the primary government.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

NOTE 10 - LONG-TERM OBLIGATIONS

Summary

The changes in the District's long-term obligations during the 2018 fiscal year consisted of the following:

	(as restated)			Balance June 30, 2018	Due in One Year
	Balance July 1, 2017	Additions	Deductions		
Bonds Payable					
Election 2002 Series D	\$ 8,784,260	\$ 682,878	\$ -	\$ 9,467,138	\$ -
Election 2002 Series E	15,000,000	-	-	15,000,000	-
Subtotal Election 2002	<u>23,784,260</u>	<u>682,878</u>	<u>-</u>	<u>24,467,138</u>	<u>-</u>
2005 Refunding Bonds	<u>8,452,198</u>	<u>1,044,692</u>	<u>-</u>	<u>9,496,890</u>	<u>-</u>
Election 2008 Series A	4,165,000	-	1,830,000	2,335,000	2,335,000
Election 2008 Series B	121,200,193	6,012,869	1,540,000	125,673,062	1,690,000
Election 2008 Series C	45,210,000	-	-	45,210,000	-
Election 2008 Series D	36,861,824	393,015	1,200,000	36,054,839	445,000
Subtotal Election 2008	<u>207,437,017</u>	<u>6,405,884</u>	<u>4,570,000</u>	<u>209,272,901</u>	<u>4,470,000</u>
2013 Refunding Bonds Series A	191,940,000	-	1,285,000	190,655,000	1,330,000
2013 Refunding Bonds Series B	25,695,000	-	2,190,000	23,505,000	5,725,000
2015 Refunding Bonds	55,375,000	-	3,180,000	52,195,000	-
2017 Refunding Bonds Series A	-	14,145,000	-	14,145,000	-
2017 Refunding Bonds Series B	-	32,070,000	-	32,070,000	-
Premium on debt	35,595,720	5,147,554	2,801,009	37,942,265	-
Total Bonds Payable	<u>548,279,195</u>	<u>59,496,008</u>	<u>14,026,009</u>	<u>593,749,194</u>	<u>11,525,000</u>
Other Liabilities					
Community service grant payable	109,374	-	109,374	-	-
Compensated absences	3,346,683	-	91,210	3,255,473	-
Claims liability	3,078,245	96,538	-	3,174,783	-
Aggregate net OPEB liability	1,755,126	1,212,116	1,199,294	1,767,948	-
Aggregate net pension obligation	76,351,759	35,798,413	-	112,150,172	-
Total Other Liabilities	<u>84,641,187</u>	<u>37,107,067</u>	<u>1,399,878</u>	<u>120,348,376</u>	<u>-</u>
Total Long-Term Obligations	<u>\$ 632,920,382</u>	<u>\$ 96,603,075</u>	<u>\$ 15,425,887</u>	<u>\$ 714,097,570</u>	<u>\$ 11,525,000</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Description of Obligations

Payments on the general obligation bonds are made by the bond interest and redemption fund with local property tax collections. Workers' compensation claims liability is an estimate based on an actuarial study completed by a third party specialist. Actual claims paid will be made from the Self-Insurance Fund. Management is responsible to evaluate the adequacy of the change in value. The compensated absences will be paid by the fund for which the employee worked. Payments related to the aggregate net OPEB liability will be paid by the fund for which the employee worked. Pension expense related to the aggregate net pension obligation will be paid by the fund for which the employee worked. The community service grant payable is for the overpayment of grant monies received from the Corporation for Public Broadcasting. The community service grant payable was be paid from the KVCR Special Revenue Fund as a reduction in future grants. The obligation was satisfied in fiscal year 2018. For further details of the aggregate net OPEB liability and aggregate net pension obligation see Note 11 and Note 13, respectively.

Bonded Debt

The San Bernardino Community College District Election of 2002

General obligation bonds were approved by a local election in November 2002. The total amount approved by the voters was \$190,000,000. Interest rates on the bonds range from 6.02 to 7.63 percent. As of June 30, 2018, \$189,999,797 had been issued, and \$24,467,138 was outstanding.

The San Bernardino Community College District 2005 Refunding Bonds

In March 2005, the District issued \$56,562,550 in general obligation bonds to advance refund a portion of 2002 Series A and B Bonds. Interest rates on the bonds range from 3.00 to 5.14 percent. The proceeds were deposited into an escrow account to pay future principal and interest amounts on the refunded bonds. The assets and liabilities for the defeased bonds are not included on the District's financial statements. As of June 30, 2018, the outstanding balance was \$9,496,890.

The San Bernardino Community College District Election of 2008

General obligation bonds were approved by a local election in November 2008. The total amount approved by the voters was \$500,000,000. Interest rates on the bonds range from 2.00 to 7.63 percent. As of June 30, 2018, \$500,000,000 had been issued, and \$209,272,901 was outstanding.

The San Bernardino Community College District 2013 Refunding Bonds

In April 2013, the District issued 2013 General Obligation Series A Refunding Bonds and 2013 General Obligation Series B Refunding Bonds to advance refund portions of 2002 Series C, the 2005 General Obligation Refunding Bonds, and the 2008 Series A Bonds. Interest rates on the bonds range from 0.49 to 5.00 percent. The proceeds from the bonds were deposited into an escrow account to pay future principal and interest amounts on the refunded bonds. The assets and liabilities for the defeased bonds are not included on the District's financial statements. The outstanding balances for the 2013 General Obligation Series A Refunding Bonds and the 2013 General Obligation Series B Refunding Bonds are \$190,655,000 and \$23,505,000, respectively.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

The San Bernardino Community College District 2015 Refunding Bonds

In September 2015, the District issued \$55,975,000 in general obligation bonds to advance refund the 2002 Series C and a portion of 2005 Refunding Bonds. Interest rates on the bonds range from 2.00 to 5.00 percent. The proceeds were deposited into an escrow account to pay future principal and interest amounts on the refunded bonds. The assets and liabilities for the defeased bonds are not included on the District's financial statements. As of June 30, 2018, the outstanding balance was \$52,195,000.

The San Bernardino Community College District 2017 Refunding (Crossover) Series A Bonds

In December 2017, the District issued the 2017 General Obligation Refunding (Crossover) Series A Bonds in the amount of \$14,145,000. The bonds will be redeemed at the Crossover date of August 1, 2024; therefore, the refunding is not considered a current refunding. Interest rates on the bonds range from 4.00 to 5.00 percent. Amounts paid to the refunded bond escrow agent in excess of outstanding debt at the time of payment are recorded as deferred charges on refunding on the Statement of Net Position and are amortized to interest expense over the life of the liability. The refunding resulted in a cash flow savings of \$3,404,250 and an economic gain of \$2,564,502 based on the difference between the present value of the existing debt service requirements and the new debt service requirements discounted 2.857 percent. The net proceeds from the issuance were used to advance refund, on a crossover basis at the crossover date, a portion of the District's outstanding general obligation bonds. As of June 30, 2018, the outstanding balance was \$14,145,000.

The San Bernardino Community College District 2017 Refunding (Crossover) Series B Bonds Series

In December 2017, the District issued the 2017 General Obligation Refunding (Crossover) Series B Bonds in the amount of \$32,070,000. The bonds will be redeemed at the Crossover date of August 1, 2024; therefore, the refunding is not considered a current refunding. Interest rates on the bonds range from 4.00 to 5.00 percent. Amounts paid to the refunded bond escrow agent in excess of outstanding debt at the time of payment are recorded as deferred charges on refunding on the Statement of Net Position and are amortized to interest expense over the life of the liability. The refunding resulted in a cash flow savings of \$6,344,081 and an economic gain of \$4,415,584 based on the difference between the present value of the existing debt service requirements and the new debt service requirements discounted 2.857 percent. The net proceeds from the issuance were used to advance refund, on a crossover basis at the crossover date, a portion of the District's outstanding general obligation bonds. As of June 30, 2018, the outstanding balance was \$32,070,000.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

Debt Maturity

General Obligation Bonds

Issue Series	Issue Date	Maturity Date	Interest Rate	Original Issue	Bonds			Bonds
					Outstanding July 1, 2017	Additions	Redeemed	Outstanding June 30, 2018
2002 D	6/9/2009	8/1/2033	6.02%-6.79%	\$ 4,999,797	\$ 8,784,260	\$ 682,878	\$ -	\$ 9,467,138
2002 E	6/9/2009	8/1/2033	7.63%	15,000,000	15,000,000	-	-	15,000,000
Refunding								
2005	3/22/2005	8/1/2023	3.00%-5.14%	56,562,550	8,452,198	1,044,692	-	9,496,890
2008 A	12/17/2008	8/1/2018	3.75%-6.50%	140,000,000	4,165,000	-	1,830,000	2,335,000
2008 B	6/9/2009	8/1/2048	2.60%-7.19%	73,102,389	121,200,193	6,012,869	1,540,000	125,673,062
2008 C	6/9/2009	8/1/2044	7.43%-7.63%	45,210,000	45,210,000	-	-	45,210,000
2008 D	9/22/2015	8/1/2048	2.00%-5.00%	37,536,960	36,861,824	393,015	1,200,000	36,054,839
Refunding								
2013 Series A	4/10/2013	8/1/2033	0.50%-5.00%	198,570,000	191,940,000	-	1,285,000	190,655,000
Refunding								
2013 Series B	4/10/2013	8/1/2021	0.49%-3.06%	32,460,000	25,695,000	-	2,190,000	23,505,000
Refunding								
2015	9/22/2015	8/1/2031	2.00%-5.00%	55,975,000	55,375,000	-	3,180,000	52,195,000
Refunding								
2017 Series A	12/12/2017	8/1/2033	4.00%-5.00%	14,145,000	-	14,145,000	-	14,145,000
Refunding								
2017 Series B	12/12/2017	8/1/2034	4.00%-5.00%	32,070,000	-	32,070,000	-	32,070,000
Subtotal General Obligation Bonds					512,683,475	54,348,454	11,225,000	555,806,929
Premium on debt					35,595,720	5,147,554	2,801,009	37,942,265
					<u>\$ 548,279,195</u>	<u>\$ 59,496,008</u>	<u>\$ 14,026,009</u>	<u>\$ 593,749,194</u>

The 2002 General Obligation Series D Bonds mature through August 1, 2033, as follows:

Fiscal Year	Principal Including	Accreted	Total
	Accreted Interest	Interest	
2019	\$ -	\$ -	\$ -
2020	-	-	-
2021	-	-	-
2022	-	-	-
2023	-	-	-
2024-2028	726,514	493,486	1,220,000
2029-2033	5,917,881	8,942,119	14,860,000
2034	2,822,743	9,987,257	12,810,000
Total	<u>\$ 9,467,138</u>	<u>\$ 19,422,862</u>	<u>\$ 28,890,000</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

The 2002 General Obligation Series E Bonds mature through August 1, 2033, as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest to Maturity</u>	<u>Total</u>
2019	\$ -	\$ 1,144,500	\$ 1,144,500
2020	-	1,144,500	1,144,500
2021	-	1,144,500	1,144,500
2022	-	1,144,500	1,144,500
2023	-	1,144,500	1,144,500
2024-2028	-	5,722,500	5,722,500
2029-2033	7,500,000	5,436,375	12,936,375
2034	7,500,000	286,125	7,786,125
Total	<u>\$ 15,000,000</u>	<u>\$ 17,167,500</u>	<u>\$ 32,167,500</u>

The 2005 General Obligation Refunding Bonds mature through August 1, 2023, as follows:

<u>Fiscal Year</u>	<u>Principal Including Accreted Interest</u>	<u>Accreted Interest</u>	<u>Total</u>
2019	\$ -	\$ -	\$ -
2020	-	-	-
2021	-	-	-
2022	-	-	-
2023	1,087,316	547,684	1,635,000
2024	8,409,574	6,640,426	15,050,000
Total	<u>\$ 9,496,890</u>	<u>\$ 7,188,110</u>	<u>\$ 16,685,000</u>

The 2008 General Obligation Series A Bonds mature through August 1, 2018, as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest to Maturity</u>	<u>Total</u>
2019	<u>\$ 2,335,000</u>	<u>\$ 61,294</u>	<u>\$ 2,396,294</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

The 2008 General Obligation Series B Bonds mature through August 1, 2048, as follows:

<u>Fiscal Year</u>	<u>Principal Including Accreted Interest</u>	<u>Accreted Interest</u>	<u>Current Interest</u>	<u>Total</u>
2019	\$ 1,598,085	\$ 91,915	\$ -	\$ 1,690,000
2020	1,560,095	284,905	1,005,019	2,850,019
2021	-	-	2,010,038	2,010,038
2022	111,559	53,441	2,010,038	2,175,038
2023	205,561	134,439	2,010,038	2,350,038
2024-2028	1,907,587	2,672,413	10,050,188	14,630,188
2029-2033	1,641,550	3,703,450	10,050,188	15,395,188
2034-2038	28,678,383	2,851,617	2,518,760	34,048,760
2039-2043	34,890,200	101,989,800	-	136,880,000
2044-2048	31,944,944	165,875,056	-	197,820,000
2049	23,135,098	176,484,902	-	199,620,000
Total	<u>\$ 125,673,062</u>	<u>\$ 454,141,938</u>	<u>\$ 29,654,269</u>	<u>\$ 609,469,269</u>

The 2008 General Obligation Series C Bonds mature through August 1, 2044, as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest to Maturity</u>	<u>Total</u>
2019	\$ -	\$ 3,387,103	\$ 3,387,103
2020	-	3,387,103	3,387,103
2021	-	3,387,103	3,387,103
2022	-	3,387,103	3,387,103
2023	-	3,387,103	3,387,103
2024-2028	-	16,935,515	16,935,515
2029-2033	-	16,935,515	16,935,515
2034-2038	-	16,935,515	16,935,515
2039-2043	31,210,000	8,819,355	40,029,355
2044-2045	14,000,000	1,602,300	15,602,300
Total	<u>\$ 45,210,000</u>	<u>\$ 78,163,715</u>	<u>\$ 123,373,715</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

The 2008 General Obligation Series D Bonds mature through August 1, 2048, as follows:

Fiscal Year	Principal	Accreted Interest	Interest to Maturity	Total
2019	\$ 445,000	\$ -	\$ 1,319,925	\$ 1,764,925
2020	-	-	1,313,250	1,313,250
2021	56,792	3,208	1,316,046	1,376,046
2022	105,385	9,615	1,319,118	1,434,118
2023	247,836	32,164	1,328,219	1,608,219
2024-2028	2,164,052	440,948	6,544,070	9,149,070
2029-2033	3,202,003	2,302,997	6,652,425	12,157,425
2034-2038	2,659,088	3,350,912	6,623,746	12,633,746
2039-2043	6,094,683	3,225,317	6,328,630	15,648,630
2044-2048	16,570,000	-	3,384,250	19,954,250
2049	4,510,000	-	112,750	4,622,750
Total	\$ 36,054,839	\$ 9,365,161	\$ 36,242,429	\$ 81,662,429

The 2013 General Obligation Series A Refunding Bonds mature through August 1, 2033, as follows:

Fiscal Year	Principal	Interest to Maturity	Total
2019	\$ 1,330,000	\$ 8,556,400	\$ 9,886,400
2020	4,275,000	8,444,300	12,719,300
2021	4,890,000	8,236,550	13,126,550
2022	5,765,000	7,970,175	13,735,175
2023	6,625,000	7,660,425	14,285,425
2024-2028	85,960,000	28,533,675	114,493,675
2029-2033	72,145,000	9,810,575	81,955,575
2034	9,665,000	193,300	9,858,300
Total	\$ 190,655,000	\$ 79,405,400	\$ 270,060,400

The 2013 General Obligation Series B Refunding Bonds mature through August 1, 2021, as follows:

Fiscal Year	Principal	Interest to Maturity	Total
2019	\$ 5,725,000	\$ 553,966	\$ 6,278,966
2020	6,070,000	415,430	6,485,430
2021	6,460,000	249,213	6,709,213
2022	5,250,000	80,194	5,330,194
Total	\$ 23,505,000	\$ 1,298,803	\$ 24,803,803

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

The 2015 General Obligation Series B Refunding Bonds mature through August 1, 2031, as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest to Maturity</u>	<u>Total</u>
2019	\$ -	\$ 2,609,750	\$ 2,609,750
2020	-	2,609,750	2,609,750
2021	-	2,609,750	2,609,750
2022	-	2,609,750	2,609,750
2023	-	2,609,750	2,609,750
2024-2028	-	13,048,750	13,048,750
2029-2032	52,195,000	5,516,625	57,711,625
Total	<u>\$ 52,195,000</u>	<u>\$ 31,614,125</u>	<u>\$ 83,809,125</u>

The 2017 General Obligation Series A Refunding (Crossover) Bonds mature through August 1, 2033, as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest to Maturity</u>	<u>Total</u>
2019	\$ -	\$ 583,550	\$ 583,550
2020	-	583,550	583,550
2021	-	583,550	583,550
2022	-	583,550	583,550
2023	-	583,550	583,550
2024-2028	-	2,917,750	2,917,750
2029-2033	7,115,000	2,766,575	9,881,575
2034	7,030,000	140,600	7,170,600
Total	<u>\$ 14,145,000</u>	<u>\$ 8,742,675</u>	<u>\$ 22,887,675</u>

The 2017 General Obligation Series B Refunding (Crossover) Bonds mature through August 1, 2034, as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest to Maturity</u>	<u>Total</u>
2019	\$ -	\$ 1,355,700	\$ 1,355,700
2020	-	1,355,700	1,355,700
2021	-	1,355,700	1,355,700
2022	-	1,355,700	1,355,700
2023	-	1,355,700	1,355,700
2024-2028	695,000	6,726,625	7,421,625
2029-2033	1,065,000	6,445,875	7,510,875
2034-2035	30,310,000	1,581,050	31,891,050
Total	<u>\$ 32,070,000</u>	<u>\$ 21,532,050</u>	<u>\$ 53,602,050</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018

Compensated Absences

At June 30, 2018, the liability for compensated absences was \$3,255,473.

Aggregate Net OPEB Liability

At June 30, 2018, the liability for the aggregate net OPEB liability amounted to \$1,767,948. See Note 11 for additional information.

Aggregate Net Pension Obligation

At June 30, 2018, the liability for the aggregate net pension obligation amounted to \$112,150,172. See Note 13 for additional information.

NOTE 11 - AGGREGATE NET OTHER POSTEMPLOYMENT BENEFITS (OPEB) LIABILITY

Aggregate Net Other Postemployment Benefits (OPEB) Liability

For the fiscal year ended June 30, 2018, the District reported an aggregate net OPEB liability, deferred outflows of resources, and OPEB expense for the following plans:

<u>OPEB Plan</u>	<u>Net OPEB Liability</u>	<u>Deferred Outflows of Resources</u>	<u>OPEB Expense</u>
District Plan	\$ 1,263,194	\$ 295,696	\$ 76,101
Medicare Premium Payment (MPP) Program	504,754	-	63,279
Total	<u>\$ 1,767,948</u>	<u>\$ 295,696</u>	<u>\$ 139,380</u>

The details of each plan are as follows:

District Plan

Plan Administration

The District's governing board administers the Postemployment Benefits Plan (the Plan). The Plan is a single-employer defined benefit plan that is used to provide postemployment benefits other than pensions (OPEB) for eligible retirees and their spouses.

Management of the Plan is vested in District management. Management of the trust assets is vested with the Benefits Trust Company.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Plan Membership

At June 30, 2017, the Plan membership consisted of the following:

Inactive employees or beneficiaries currently receiving benefits payments	27
Active employees	659
	<hr/>
	686
	<hr/> <hr/>

San Bernardino Community College District Futuris Trust

The District's Futuris Trust (the Trust) is an irrevocable governmental trust pursuant to Section 115 of the IRC for the purpose of funding certain postemployment benefits other than pensions. The Trust is administered by the San Bernardino Community College District Retirement Board as directed by the investment alternative choice selected by the Board. The District retains the responsibility to oversee the management of the Trust, including the requirement that investments and assets held within the Trust continually adhere to the requirements of the California Government Code Section 53600.5 which specifies that the trustee's primary role is to preserve capital, to maintain investment liquidity, and to protect investment yield. As such, the District acts as the fiduciary of the Trust. The financial activity of the Trust has been discretely presented. Separate financial statements are not prepared for the Trust.

Benefits Provided

The Plan provides medical and dental insurance benefits to eligible retirees and their spouses. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the Plan. The District's governing board has the authority to establish and amend the benefit terms as contained within the negotiated labor agreements.

Contributions

The contribution requirements of Plan members and the District are established and may be amended by the District, the Teacher Education Association (TEA), the local California Service Employees Association (CSEA), and unrepresented groups. The required contribution is based on projected pay-as-you-go financing requirements, with an additional amount to prefund benefits as determined annually through the agreements with the District, TEA, CSEA, and the unrepresented groups. For fiscal year 2016-2017, the District contributed \$386,897 to the Plan, which was used for current premiums.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Investment

Investment Policy

The Plan's policy in regard to the allocation of invested assets is established and may be amended by the governing board by a majority vote of its members. It is the policy of the District to pursue an investment strategy that reduces risks through the prudent diversification for the portfolio across a broad selection of distinct asset classes. The Plan's investment policy discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocation over short time spans. The following was the governing board's adopted asset allocation policy as of June 30, 2017:

<u>Asset Class</u>	<u>Target Allocation</u>
U.S. Large Cap	40%
U.S. Small Cap	20%
Long-Term Corporate Bonds	20%
Long-Term Government Bonds	10%
Short-Term Government Fixed	10%

Rate of Return

For the year ended June 30, 2017, the annual money-weighted rate of return on investments, net of investment expense, was 9.90 percent. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Net OPEB Liability of the District

The District's net OPEB liability of \$1,263,194 was measured as of June 30, 2017, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The components of the net OPEB liability of the District at June 30, 2017, were as follows:

Total OPEB liability	\$ 9,299,047
Plan fiduciary net position	<u>(8,035,853)</u>
District's net OPEB liability	<u>\$ 1,263,194</u>
Plan fiduciary net position as a percentage of the total OPEB liability	<u>86.42%</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Actuarial Assumptions

The total OPEB liability in the June 30, 2017 actuarial valuation was determined using the following assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.75 percent
Salary increases	2.75 percent, average, including inflation
Investment rate of return	6.00 percent, net of OPEB plan investment expense, including inflation
Health care cost trend rates	4.00 percent for 2017

The discount rate was based on the assumed long-term expected rate of return on plan assets.

Mortality rates were based on the 2009 CalSTRS Mortality Table for certificated employees and the 2014 CalPERS Active Mortality for Miscellaneous Employees Table for classified employees. Mortality rates vary by age and sex. (Unisex mortality rates are not often used as individual OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.

The actual assumptions used in the July 1, 2017 valuation were based on the results of an actual experience study for the period July 1, 2016 to June 30, 2017.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation as of June 30, 2017, (see the discussion of the Plan's investment policy) are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
U.S. Large Cap	7.8%
U.S. Small Cap	7.8%
Long-Term Corporate Bonds	5.3%
Long-Term Government Bonds	5.3%
Short-Term Government Fixed	3.3%

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Discount Rate

The discount rate used to measure the total OPEB liability was 6.00 percent. The projection of cash flows used to determine the discount rate assumed that the District contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Changes in the Net OPEB Liability

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability
	(a)	(b)	(a) - (b)
Balance at June 30, 2016	\$ 8,542,363	\$ 7,355,270	\$ 1,187,093
Service cost	624,455	-	624,455
Interest	519,126	-	519,126
Contributions - employer	-	386,897	(386,897)
Net investment income	-	749,118	(749,118)
Administrative expense	-	(68,535)	68,535
Benefit payments	(386,897)	(386,897)	-
Net change in total OPEB liability	<u>756,684</u>	<u>680,583</u>	<u>76,101</u>
Balance at June 30, 2017	<u>\$ 9,299,047</u>	<u>\$ 8,035,853</u>	<u>\$ 1,263,194</u>

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net OPEB Liability
1% decrease (5.0%)	\$ 1,931,155
Current discount rate (6.0%)	1,263,194
1% increase (7.0%)	653,081

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using health care cost trend rates that are one percent lower or higher than the current health care costs trend rates:

<u>Health Care Cost Trend Rates</u>	<u>Net OPEB Liability</u>
1% decrease (3.0%)	\$ 702,053
Current health care cost trend rate (4.0%)	1,263,194
1% increase (5.0%)	1,820,539

Medicare Premium Payment (MPP) Program

Plan Description

The Medicare Premium Payment (MPP) Program is administered by the California State Teachers' Retirement System (CalSTRS). The MPP Program is a cost-sharing multiple-employer other postemployment benefit plan (OPEB) established pursuant to Chapter 1032, Statutes 2000 (SB 1435). CalSTRS administers the MPP Program through the Teachers' Health Benefits Fund (THBF).

A full description of the MPP Program regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2016 annual actuarial valuation report, Medicare Premium Payment Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: <http://www.calstrs.com/member-publications>.

Benefits Provided

The MPP Program pays Medicare Part A premiums and Medicare Parts A and B late enrollment surcharges for eligible members of the State Teachers Retirement Plan (STRP) Defined Benefit (DB) Program who were retired or began receiving a disability allowance prior to July 1, 2012 and were not eligible for premium free Medicare Part A. The payments are made directly to the Centers for Medicare and Medicaid Services (CMS) on a monthly basis.

The MPP Program is closed to new entrants as members who retire after July 1, 2012, are not eligible for coverage under the MPP Program.

Contributions

The MPP Program is funded on a pay-as-you go basis from a portion of monthly District contributions. In accordance with California *Education Code* Section 25930, contributions that would otherwise be credited to the DB Program each month are instead credited to the MPP Program to fund monthly program and administrative costs. Total redirections to the MPP Program are monitored to ensure that total incurred costs do not exceed the amount initially identified as the cost of the program.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

OPEB Liabilities and OPEB Expense Related to the OPEB

At June 30, 2018, the District reported a liability of \$504,754 for its proportionate share of the net OPEB liability for the MPP Program. The net OPEB liability was measured as of June 30, 2016, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The District's proportion of the net OPEB liability was based on a projection of the District's long-term share of contributions to the OPEB Plan relative to the projected contributions of all participating community college districts, actuarially determined. The District's proportionate share for the measurement period June 30, 2017 and June 30, 2016, was 0.1200 percent and 0.1214, respectively, resulting in a net decrease in the proportionate share of 0.0014 percent.

For the year ended June 30, 2018, the District recognized OPEB expense of \$63,279.

Actuarial Methods and Assumptions

The total OPEB liability for the MPP Program as of June 30, 2016, was determined based on a financial reporting actuarial valuation that used the June 30, 2016 assumptions presented in the table below. The June 30, 2017 total OPEB liability was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2016, and rolling forward the total OPEB liability to June 30, 2017, using the assumptions listed in the following table:

Measurement Date	June 30, 2017	June 30, 2016
Valuation Date	June 30, 2016	June 30, 2016
Experience Study	July 1, 2010 through June 30, 2016	July 1, 2010 through June 30, 2015
Actuarial Cost Method	Entry age normal	Entry age normal
Investment Rate of Return	3.58%	2.85%
Medicare Part A Premium Cost Trend Rate	3.70%	3.70%
Medicare Part B Premium Cost Trend Rate	4.10%	4.10%

For the valuation as of June 30, 2016, CalSTRS used custom mortality tables based on RP2000 Series tables issued by the Society of Actuaries, adjusted to fit CalSTRS specific experience through June 30, 2015. For the valuation as of June 30, 2017, CalSTRS changed the mortality assumptions based on the July 1, 2010 through June 30, 2015, experience study adopted by the board in February 2017. CalSTRS now uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among the members. The projection scale was set equal to 110 percent of the ultimate improvement factor from the Mortality Improvement Scale (MP-2016) table, issued by the Society of Actuaries.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Assumptions were made about future participation (enrollment) into the MPP Program because CalSTRS is unable to determine which members not currently participating meet all eligibility criteria for enrollment in the future. Assumed enrollment rates were derived based on past experience and are stratified by age with the probability of enrollment diminishing as the members' age increases. This estimated enrollment rate was then applied to the population of members who may meet criteria necessary for eligibility and are not currently enrolled in the MPP Program. Based on this, the estimated number of future enrollments used in the financial reporting valuation was 571 or an average of 0.32 percent of the potentially eligible population (177,763).

The MPP Program is funded on a pay-as-you-go basis with contributions generally being made at the same time and in the same amount as benefit payments and expenses coming due. Any funds within the MPP Program as of June 30, 2017 and 2016, were to manage differences between estimated and actual amounts to be paid and were invested in the Surplus Money Investment Fund, which is a pooled investment program administered by the State Treasurer.

Discount Rate

The discount rate used to measure the total OPEB liability as of June 30, 2017 and 2016 was 3.58 percent and 2.85 percent, respectively. The MPP Program is funded on a pay-as-you-go basis as described in Note 2, and under the pay-as-you-go method, the OPEB Plan's fiduciary net position was not projected to be sufficient to make projected future benefit payments. Therefore, a discount rate of 3.58 percent and 2.85 percent, which is the Bond Buyer 20-Bond GO Index from Bondbuyer.com as of June 30, 2017 and 2016, respectively, was applied to all periods of projected benefit payments to measure the total OPEB liability.

Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net OPEB liability calculated using the current discount rate, as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net OPEB Liability
1% decrease (2.58%)	\$ 558,798
Current discount rate (3.58%)	504,754
1% increase (4.58%)	452,185

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Medicare Costs Trend Rates

The following presents the District's proportionate share of the net OPEB liability calculated using the current discount rate, as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Medicare Costs Trend Rate	Net OPEB Liability
1% decrease (2.7% Part A and 3.1% Part B)	\$ 456,122
Current Medicare costs trend rate (3.7% Part A and 4.1% Part B)	504,754
1% increase (4.7% Part A and 5.1% Part B)	552,900

NOTE 12 - RISK MANAGEMENT

Property and Liability Insurance Coverages

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During fiscal year ended June 30, 2018, the District contracted with the Statewide Association for Excess Risks (SAFER) for property and liability insurance coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year.

Workers' Compensation

For fiscal year 2017-2018, the District participated in the Schools Alliance for Workers' Compensation Excess (SAWCX II) Joint Powers Authority (JPA), an insurance purchasing pool. The District is self insured for the first \$500,000 of each workers' compensation claim. The intent of the JPA is to achieve the benefit of a reduced premium for the District by virtue of its grouping and representation with other participants in the JPA. The workers' compensation experience of the participating districts is calculated as one experience, and a common premium rate is applied to all districts in the JPA. Each participant pays its workers' compensation premium based on its individual rate. Total savings are then calculated and each participant's individual performance is compared to the overall saving. A participant will then either receive money from or be required to contribute to the "equity-pooling fund." This "equity pooling" arrangement ensures that each participant shares equally in the overall performance of the JPA. Participation in the JPA is limited to K-12 and community college districts that can meet the JPA's selection criteria.

Insurance Program/Company Name	Type of Coverage	Limits
Schools Alliance for Worker's Compensation Excess (SAWCX II)	Excess Workers' Compensation	\$ 50,500,000
Schools Association for Excess Risk (SAFER)	Property	250,000,000
Schools Association for Excess Risk (SAFER)	Liability	25,000,000

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

NOTE 13 - EMPLOYEE RETIREMENT SYSTEMS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of CalSTRS and classified employees are members of CalPERS.

For the fiscal year ended June 30, 2018, the District reported the net pension liabilities, pension expense, and deferred outflows of resources and deferred inflows of resources for each of the above plans as follows:

<u>Pension Plan</u>	<u>Collective Net Pension Liability</u>	<u>Collective Deferred Outflows of Resources</u>	<u>Collective Deferred Inflows of Resources</u>	<u>Collective Pension Expense</u>
CalSTRS	\$ 61,286,649	\$ 25,220,606	\$ 9,114,911	\$ 7,059,904
CalPERS	50,863,523	28,609,256	9,040,839	9,666,819
Total	<u>\$ 112,150,172</u>	<u>\$ 53,829,862</u>	<u>\$ 18,155,750</u>	<u>\$ 16,726,723</u>

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The District contributes to the State Teachers' Retirement Plan (STRP) administered by CalSTRS. STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2016, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: <http://www.calstrs.com/member-publications>.

Benefits Provided

The STRP provides retirement, disability, and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age, and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program, and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and non-employer contributing entity to the STRP.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

The District contributes exclusively to the STRP Defined Benefit Program, thus disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2018, are summarized as follows:

	STRP Defined Benefit Program	
	On or before	On or after
Hire date	December 31, 2012	January 1, 2013
Benefit formula	2% at 60	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	60	62
Monthly benefits as a percentage of eligible compensation	2.0% - 2.4%	2.0% - 2.4%
Required employee contribution rate	10.25%	9.205%
Required employer contribution rate	14.43%	14.43%
Required State contribution rate	9.328%	9.328%

Contributions

Required member, District, and State of California contribution rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1 percent of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2018, are presented above, and the District's total contributions were \$5,387,059.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2018, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related State support, and the total portion of the net pension liability that was associated with the District were as follows:

Total net pension liability, including State share:	
District's proportionate share of net pension liability	\$ 61,286,649
State's proportionate share of net pension liability associated with the District	36,256,664
Total	<u>\$ 97,543,313</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

The net pension liability was measured as of June 30, 2017. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating college districts and the State, actuarially determined. The District's proportionate share for the measurement periods of June 30, 2017 and June 30, 2016, was 0.0663 percent and 0.0682 percent, respectively, resulting in a net decrease in the proportionate share of 0.0019 percent.

For the year ended June 30, 2018, the District recognized pension expense of \$7,059,904. In addition, the District recognized pension expense and revenue of \$3,649,581 for support provided by the State. At June 30, 2018, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Outflows of Resources	Deferred Inflows of Resources
	<u>\$</u>	<u>\$</u>
Pension contributions subsequent to measurement date	5,387,059	-
Net change in proportionate share of net pension liability	8,252,836	6,413,738
Difference between projected and actual earnings on pension plan investments	-	1,632,235
Difference between expected and actual experience in the measurement of the total pension liability	226,644	1,068,938
Changes of assumptions	11,354,067	-
Total	<u>\$ 25,220,606</u>	<u>\$ 9,114,911</u>

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year.

The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
	<u>\$</u>
2019	(1,356,937)
2020	1,026,800
2021	148,059
2022	(1,450,157)
Total	<u>\$ (1,632,235)</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

The deferred outflows/(inflows) of resources related to the net change in proportionate share of net pension liability, differences between expected and actual experience in the measurement of the total pension liability, and changes of assumptions will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is seven years and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2019	\$ 2,515,042
2020	2,515,042
2021	2,515,042
2022	2,515,044
2023	576,090
Thereafter	1,714,611
Total	<u>\$ 12,350,871</u>

Actuarial Methods and Assumptions

Total pension liability for STRP was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2016, and rolling forward the total pension liability to June 30, 2017. The financial reporting actuarial valuation as of June 30, 2016, used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation date	June 30, 2016
Measurement date	June 30, 2017
Experience study	July 1, 2010 through June 30, 2015
Actuarial cost method	Entry age normal
Discount rate	7.10%
Investment rate of return	7.10%
Consumer price inflation	2.75%
Wage growth	3.50%

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among its members. The projection scale was set equal to 110 percent of the ultimate improvement factor from the Mortality Improvement Scale (MP-2016) table, issued by the Society of Actuaries.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best estimate ranges were developed using capital market assumptions from CalSTRS general investment consultant (Pension Consulting Alliance-PCA) as an input to the process. The actuarial investment rate of return assumption was adopted by the board in February 2017 in conjunction with the most recent experience study. For each future valuation, CalSTRS consulting actuary (Milliman) reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of 20-year geometrically-linked real rates of return and the assumed asset allocation for each major asset class for the year ended June 30, 2017, are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return
Global equity	47%	6.30%
Fixed income	12%	0.30%
Real estate	13%	5.20%
Private equity	13%	9.30%
Absolute Return/Risk Mitigating Strategies	9%	2.90%
Inflation sensitive	4%	3.80%
Cash/liquidity	2%	-1.00%

Discount Rate

The discount rate used to measure the total pension liability was 7.10 percent. The projection of cash flows used to determine the discount rate assumed the contributions from plan members and employers will be made at statutory contribution rates. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.10 percent) and assuming that contributions, benefit payments, and administrative expense occurred midyear. Based on these assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate, as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net Pension Liability
1% decrease (6.10%)	\$ 89,988,257
Current discount rate (7.10%)	61,286,649
1% increase (8.10%)	37,993,348

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

California Public Employees' Retirement System (CalPERS)

Plan Description

Qualified employees are eligible to participate in the School Employer Pool (SEP) under CalPERS, a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2016, annual actuarial valuation report, Schools Pool Actuarial Valuation. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at: <https://www.calpers.ca.gov/page/forms-publications>.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor, and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or age 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2018, are summarized as follows:

	School Employer Pool (CalPERS)	
	On or before December 31, 2012	On or after January 1, 2013
Hire date	December 31, 2012	January 1, 2013
Benefit formula	2% at 55	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	55	62
Monthly benefits as a percentage of eligible compensation	1.1% - 2.5%	1.0% - 2.5%
Required employee contribution rate	7.00%	6.50%
Required employer contribution rate	15.531%	15.531%

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contribution rates are expressed as a percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2018, are presented above, and the total District contributions were \$4,654,746.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

As of June 30, 2018, the District reported net pension liabilities for its proportionate share of the CalPERS net pension liability totaling \$50,863,523. The net pension liability was measured as of June 30, 2017. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating college districts, actuarially determined. The District's proportionate share for the measurement periods of June 30, 2017 and June 30, 2016, was 0.2131 percent and 0.2204 percent, respectively, resulting in a net decrease in the proportionate share of 0.0073 percent.

For the year ended June 30, 2018, the District recognized pension expense of \$9,666,819. At June 30, 2018, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 4,654,746	\$ -
Net change in proportionate share of net pension liability	12,943,331	8,441,984
Difference between projected and actual earnings on pension plan investments	1,759,530	-
Difference between expected and actual experience in the measurement of the total pension liability	1,822,231	-
Changes of assumptions	7,429,418	598,855
Total	<u>\$ 28,609,256</u>	<u>\$ 9,040,839</u>

The deferred outflow of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2019	\$ (47,677)
2020	2,030,116
2021	740,610
2022	(963,519)
Total	<u>\$ 1,759,530</u>

The deferred outflows/(inflows) of resources related to the net change in proportionate share of net pension liability, changes of assumptions, and differences between expected and actual experience in the measurement of the total pension liability will be amortized over the EARSL of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 3.9 years and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2019	\$ 3,051,762
2020	3,516,042
2021	6,586,337
Total	<u>\$ 13,154,141</u>

Actuarial Methods and Assumptions

Total pension liability for the SEP was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2016, and rolling forward the total pension liability to June 30, 2017. The financial reporting actuarial valuation as of June 30, 2016, used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation date	June 30, 2016
Measurement date	June 30, 2017
Experience study	July 1, 1997 through June 30, 2011
Actuarial cost method	Entry age normal
Discount rate	7.15%
Investment rate of return	7.15%
Consumer price inflation	2.75%
Wage growth	Varies by entry age and services

The mortality table used was developed based on CalPERS-specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first ten years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses. The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Assumed Asset Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Global equity	47%	5.38%
Global debt securities	19%	2.27%
Inflation assets	6%	1.39%
Private equity	12%	6.63%
Real estate	11%	5.21%
Infrastructure and Forestland	3%	5.36%
Liquidity	2%	-0.90%

Discount Rate

The discount rate used to measure the total pension liability was 7.15 percent. The projection of cash flows used to determine the discount rate assumed the contributions from plan members and employers will be made at statutory contribution rates. Based on these assumptions, the School Employer Pool fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate, as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

<u>Discount Rate</u>	<u>Net Pension Liability</u>
1% decrease (6.15%)	\$ 74,836,541
Current discount rate (7.15%)	50,863,523
1% increase (8.15%)	30,975,896

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

CalSTRS/CalPERS Irrevocable Trust

During the 2017-2018 fiscal year, the District established an irrevocable trust for the purpose of funding future employer contributions associated with the CalSTRS and CalPERS pension plans. Funds deposited into this trust are not considered "plan assets" for GASB Statement No. 68 reporting; therefore, the balance of the irrevocable trust is not netted against the net pension liability shown on the Statement of Net Position. The balance and activity of the trust is recorded as a fiduciary fund of the District. For the year ended June 30, 2018, the District contributed a total of \$75,000,000 to the trust. As of June 30, 2018, the balance of the trust was \$74,912,028.

Accumulation Program for Part-Time and Limited-Service Employees (APPLE) Plan

Plan Description

The District contributes to the Accumulation Program for Part-Time and Limited-Service Employees (APPLE) plan. All employees who do not participate in another retirement plan provided by the District are eligible to participate in the APPLE plan, a multi-employer defined-contribution retirement program.

The District's contributions for employees covered by the APPLE plan year ended June 30, 2018, was \$143,612.

Participants become 100 percent vested in the Employer Contribution Account at normal retirement age, total disability, or death. Participants are 100 percent vested in the Employee Contribution Account at all times.

On Behalf Payments

The State of California makes contributions to CalSTRS and CalPERS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS for the fiscal year ended June 30, 2018, which amounted to \$3,456,305 (9.328 percent) of salaries subject to CalSTRS. Contributions are no longer appropriated in the annual *Budget Act* for the legislatively mandated benefits to CalPERS. Therefore, there is no on behalf contribution rate for CalPERS. No contributions were made for CalPERS for the year ended June 30, 2018. Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. These amounts have been reflected in the basic financial statements as a component of operating revenue and employee benefit expense.

NOTE 14 - PARTICIPATION IN PUBLIC ENTITY RISK POOLS AND JOINT POWERS AUTHORITIES

The District is a member of several JPAs. The relationship between the District and the JPAs is such that they are not considered component units of the District for financial reporting purposes. The following is summary of these arrangements:

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2018

Schools Association for Excess Risk (SAFER)

SAFER's excess property and liability insurance program was established in 2002 to meet the needs of California K-12 schools and community college districts. The program provides their members with comprehensive coverage and competitive rates. SAFER's membership consists of one individual member district and three joint powers authority members, which represent 517 school and college districts. A board comprised of two representatives from each member with an average daily attendance (ADA) of over 100,000, or one representative for ADAs with less than 100,000, governs SAFER. Each member is allowed votes based on a weighted system based on ADA.

Statewide Association of Community Colleges (SWACC)

SWACC arranges for and provides the broadest possible property and liability protection available to school districts. SWACC's membership consists of 46 community college districts and two joint powers authority members. A board comprised of one representative from each member governs SWACC. Each member is allowed votes based on a weighted system based on ADA. The board controls the operations of SWACC and elects officers from its members.

Schools Alliance for Workers' Compensation Excess II Self Joint Powers Authority (SAWCX II)

SAWCX II arranges for and provides services necessary for members to establish, operate, and maintain a joint program of workers' compensation protection. SAWCX II membership consists of various educational districts and JPAs statewide. A board comprised of one representative from each member governs SAWCX II.

California Community College Financing Authority (CCCFA)

CCCFA provides short-term financing for members. A board of 16 elected voting members, elected alternates, and two ex-officio members governs CCCFA. Membership consists of community college districts throughout California. A board comprised of one representative from each member governs CCCFA.

San Bernardino Regional Emergency Training Center (SBRETC)

SBRETC was formed to establish a live-fire aircraft, rescue, and fire-fighting training facility in Southern California.

Membership consists of the San Bernardino County Consolidated Fire District, the City of San Bernardino, and the San Bernardino Community College District. The governing board is comprised of representatives from each member agency.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2018

NOTE 15 - COMMITMENTS AND CONTINGENCIES

Grants

The District receives financial assistance from Federal and State agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and is subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the District. However, in the opinion of management, any such disallowed claims will not have a material adverse effect on the overall financial position of the District at June 30, 2018.

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2018.

Operating Leases

The District leases land on Box Springs Mountain for KVCR's broadcasting equipment. The District leases land in the City of Desert Hot Springs for additional broadcasting equipment. The District also leases equipment for general use. Payout amounts vary by lease agreement.

<u>Year Ending June 30,</u>	<u>Lease Payment</u>
2019	\$ 215,494
2020	186,424
2021	15,600
2022	15,600
2023	15,600
Thereafter	145,600
Total	<u>\$ 594,318</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2018**

Construction Commitments

As of June 30, 2018, the District had the following commitments with respect to the unfinished capital projects:

<u>Capital Project</u>	<u>Spent to Date</u>	<u>Remaining Construction Commitment</u>
SBVC Gymnasium and Stadium	\$ 71,541,291	\$ 45,709
CHC LADM Renovation	14,821,932	678,068
SBVC Nursing Lab	294,700	175,300
CHC PAC Renovation #2	252,772	947,228
	<u>\$ 86,910,695</u>	<u>\$ 1,846,305</u>

The projects are funded through a combination of general obligation bonds and capital project apportionments from the California State Chancellor's Office.

NOTE 16 - RESTATEMENT OF PRIOR YEAR FIDUCIARY NET POSITION

The District adopted GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, in the current year. The implementation of this standard required a change in accounting principle and restatement of the beginning net position of the Primary Government. As a result, the effect on the current fiscal year is as follows:

<u>Primary Government</u>	
Net Position - Beginning	\$ 52,176,912
Inclusion of aggregate net OPEB liability from the adoption of GASB Statement No. 75	<u>(6,284,019)</u>
Net Position - Beginning as Restated	<u>\$ 45,892,893</u>

REQUIRED SUPPLEMENTARY INFORMATION

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF CHANGES IN THE DISTRICT'S NET OPEB LIABILITY AND RELATED RATIOS
FOR THE YEAR ENDED JUNE 30, 2018**

	<u>2018</u>
Total OPEB Liability	
Service cost	\$ 624,455
Interest	519,126
Benefit payments	(386,897)
Net changes in total OPEB liability	756,684
Total OPEB Liability - beginning	<u>8,542,363</u>
Total OPEB Liability - ending (a)	<u><u>\$ 9,299,047</u></u>
Plan fiduciary net position	
Contributions - employer	\$ 386,897
Net investment income	749,118
Benefit payments	(386,897)
Administrative expense	<u>(68,535)</u>
Net change in plan fiduciary net position	680,583
Plan fiduciary net position - beginning	<u>7,355,270</u>
Plan fiduciary net position - ending (b)	<u>\$ 8,035,853</u>
District's net OPEB liability - ending (a) - (b)	<u><u>\$ 1,263,194</u></u>
Plan fiduciary net position as a percentage of the total OPEB liability	<u>86.42%</u>
Covered-employee payroll	<u>\$ 62,292,241</u>
District's net OPEB liability as a percentage of covered-employee payroll	<u>2.03%</u>

Note: In the future, as data becomes available, ten years of information will be presented.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF OPEB INVESTMENT RETURNS
FOR THE YEAR ENDED JUNE 30, 2018**

	<u>2018</u>
Annual money-weighted rate of return, net of investment expense	<u>9.90%</u>

Note: In the future, as data becomes available, ten years of information will be presented.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE NET
OPEB LIABILITY - MPP PROGRAM
FOR THE YEAR ENDED JUNE 30, 2018**

Year ended June 30,	<u>2018</u>
District's proportion of the net OPEB liability	<u>0.1200%</u>
District's proportionate share of the net OPEB liability	<u>\$ 504,754</u>
District's covered-employee payroll	<u>N/A¹</u>
District's proportionate share of the net OPEB liability as a percentage of it's covered-employee payroll	<u>N/A¹</u>
Plan fiduciary net position as a percentage of the total OPEB liability	<u>0.01%</u>

¹ As of June 30, 2012, active members are no longer eligible for future enrollment in the MPP Program; therefore, the covered payroll disclosure is not applicable.

Note: In the future, as data becomes available, ten years of information will be presented.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE
NET PENSION LIABILITY
FOR THE YEAR ENDED JUNE 30, 2018**

	<u>2018</u>	<u>2017</u>	<u>2016</u>
CalSTRS			
District's proportion of the net pension liability	<u>0.0663%</u>	<u>0.0682%</u>	<u>0.0779%</u>
District's proportionate share of the net pension liability	<u>\$ 61,286,649</u>	<u>\$ 55,196,567</u>	<u>\$ 52,472,482</u>
State's proportionate share of the net pension liability associated with the District	<u>36,256,664</u>	<u>31,422,421</u>	<u>27,752,159</u>
Total	<u><u>\$ 97,543,313</u></u>	<u><u>\$ 86,618,988</u></u>	<u><u>\$ 80,224,641</u></u>
District's covered-employee payroll	<u>\$ 35,577,170</u>	<u>\$ 34,885,918</u>	<u>\$ 33,717,601</u>
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	<u>172.26%</u>	<u>158.22%</u>	<u>155.62%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>69%</u>	<u>70%</u>	<u>74%</u>
CalPERS			
District's proportion of the net pension liability	<u>0.2131%</u>	<u>0.2204%</u>	<u>0.1032%</u>
District's proportionate share of the net pension liability	<u>\$ 50,863,523</u>	<u>\$ 21,155,192</u>	<u>\$ 32,474,152</u>
District's covered-employee payroll	<u>26,715,071</u>	<u>27,478,113</u>	<u>24,617,297</u>
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	<u>190.39%</u>	<u>76.99%</u>	<u>131.92%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>72%</u>	<u>74%</u>	<u>79%</u>

Note: In the future, as data becomes available, ten years of information will be presented.

See accompanying note to required supplementary information.

2015

0.0581%

\$ 33,957,179

20,504,811

\$ 54,461,990

\$ 30,941,662

109.75%

77%

0.1033%

\$ 23,974,911

21,652,411

110.73%

83%

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF THE DISTRICT CONTRIBUTIONS FOR PENSIONS
FOR THE YEAR ENDED JUNE 30, 2018**

	<u>2018</u>	<u>2017</u>	<u>2016</u>
CalSTRS			
Contractually required contribution	\$ 5,387,059	\$ 4,475,608	\$ 3,743,259
Contributions in relation to the contractually required contribution	<u>(5,387,059)</u>	<u>(4,475,608)</u>	<u>(3,743,259)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
 District's covered-employee payroll	 <u>\$ 37,332,356</u>	 <u>\$ 35,577,170</u>	 <u>\$ 34,885,918</u>
 Contributions as a percentage of covered-employee payroll	 <u>14.43%</u>	 <u>12.58%</u>	 <u>10.73%</u>
CalPERS			
Contractually required contribution	\$ 4,654,746	\$ 3,710,189	\$ 3,255,332
Contributions in relation to the contractually required contribution	<u>(4,654,746)</u>	<u>(3,710,189)</u>	<u>(3,255,332)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
 District's covered-employee payroll	 <u>\$ 29,970,678</u>	 <u>\$ 26,715,071</u>	 <u>\$ 27,478,113</u>
 Contributions as a percentage of covered-employee payroll	 <u>15.531%</u>	 <u>13.888%</u>	 <u>11.847%</u>

Note: In the future, as data becomes available, ten years of information will be presented.

See accompanying note to required supplementary information.

2015

\$ 2,994,123

(2,994,123)

\$ -

\$ 33,717,601

8.88%

\$ 2,897,702

(2,897,702)

\$ -

\$ 24,617,297

11.771%

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTE TO REQUIRED SUPPLEMENTARY INFORMATION JUNE 30, 2018

NOTE 1 - PURPOSE OF SCHEDULES

Schedule of Changes in the District's Net OPEB Liability and Related Ratios

This schedule presents information on the District's changes in the net OPEB liability, including beginning and ending balances, the Plan's fiduciary net position, and the net OPEB liability. In the future, as data becomes available, ten years of information will be presented.

Changes in Benefit Terms – There were no changes in benefit terms since the previous valuations.

Changes of Assumptions – There were no changes of assumptions since the previous valuation.

Schedule of OPEB Investment Returns

This schedule presents information on the annual money-weighted rate of return on OPEB plan investments. In future years, as data becomes available, ten years of information will be presented.

Schedule of the District's Proportionate Share of the Net OPEB Liability - MPP Program

This schedule presents information on the District's proportionate share of the net OPEB Liability - MPP Program and the plans' fiduciary net position. In the future, as data becomes available, ten years of information will be presented.

Changes in Benefit Terms - There were no changes in the benefit terms since the previous valuation.

Changes of Assumptions - The plan rate of investment return assumption was changed from 2.85 percent to 3.58 percent since the previous valuation.

Schedule of the District's Proportionate Share of the Net Pension Liability

This schedule presents information on the District's proportionate share of the net pension liability (NPL), the plans' fiduciary net positions and, when applicable, the State's proportionate share of the NPL associated with the District. In the future, as data becomes available, ten years of information will be presented.

Changes in Benefit Terms - There were no changes in benefit terms since the previous valuations for both CalSTRS and CalPERS.

Changes of Assumptions - The CalSTRS plan rate of investment return assumption was changed from 7.60 percent to 7.10 percent since the previous valuation. The CalPERS plan rate of investment return assumption was changed from 7.65 percent to 7.15 percent since the previous valuation.

Schedule of District Contributions for Pensions

This schedule presents information on the District's required contribution, the amounts actually contributed, and any excess or deficiency related to the required contribution. In the future, as data becomes available, ten years of information will be presented.

SUPPLEMENTARY INFORMATION

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

DISTRICT ORGANIZATION JUNE 30, 2018

San Bernardino Community College District was established in 1926 and is located in San Bernardino County. There were no changes in the boundaries of the District during the current year. The District's colleges are accredited by the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges, which is one of six regional associations that accredit public and private schools, colleges, and universities in the United States.

BOARD OF TRUSTEES

<u>MEMBER</u>	<u>OFFICE</u>	<u>TERM EXPIRES</u>
Joseph Williams	President	2018
Gloria Macias Harrison	Vice President	2020
Dr. Anne Viricel	Clerk	2020
Donna Ferracone	Member	2018
John Longville	Member	2020
Dr. Donald L. Singer	Member	2018
Frank Reyes	Member	2020
Elijah Gerard	Student Trustee, CHC	2019
Autumn Blackburn	Student Trustee, SBVC	2019

ADMINISTRATION

Bruce Baron, M.S.	Chancellor
Diana Rodriguez, M.Ed.	President - San Bernardino Valley College
Vacant	President - Crafton Hills College

See accompanying note to supplementary information.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2018**

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF EDUCATION			
Student Financial Assistance Cluster			
Federal Pell Grant Program	84.063		\$ 20,492,302
Federal Pell Grant Program Administrative Allowance	84.063		29,875
Federal Supplemental Educational Opportunity Grants (FSEOG)	84.007		716,086
FSEOG Administrative Allowance	84.007		36,604
Federal Work-Study Program	84.033		271,977
Federal Work Study Program Administrative Allowance	84.033		13,599
Subtotal Student Financial Assistance Cluster			<u>21,560,443</u>
TRIO - Student Support Services	84.042A		250,338
Passed through from the California Community Colleges Chancellor's Office			
Career and Technical Education Act (CTEA), Title I, Part C	84.048	17-C01-046	459,090
Title I, CTEA Transitions	84.048A	17-C01-046	59,983
Passed through the State of California - Department of Rehabilitation Workability III Program			
	84.126A	30047	<u>142,762</u>
Total U.S. Department of Education			<u>22,472,616</u>
U.S. DEPARTMENT OF VETERANS AFFAIRS			
Veterans Services	64.117		<u>2,476</u>
U.S. DEPARTMENT OF AGRICULTURE			
Passed through the California Department of Education			
Child and Adult Care Food Program	10.558	13666	226,196
National Institute of Food and Agriculture Grants	10.226		20,027
Passed through the the San Bernardino County Office of Education			
Forest Reserve	10.665	[1]	<u>29,195</u>
Total U.S. Department of Agriculture			<u>275,418</u>

[1] Pass-Through Entity Identifying Number not available.

See accompanying note to supplementary information.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS, Continued
FOR THE YEAR ENDED JUNE 30, 2018**

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF LABOR			
Passed through from Chaffey Community College District Trade Adjustment Assistance Community College and Career Training (TAACCCT) Grants	17.282	TC-26434-14-60- A-6	\$ 255,472
NATIONAL SCIENCE FOUNDATION			
Research and Development Cluster Passed through California State University of San Bernardino (CSUSB) Success in STEM at Hispanic Serving Institutions	47.076	[1]	51,968
Passed through University Enterprises Corporation at CSUSB Pre and Post Transfer Success in STEM at Hispanic Serving Institutions	47.076	1644261	40,586
Subtotal Research and Development Cluster			<u>92,554</u>
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Passed through from the California Community Colleges Chancellor's Office Temporary Assistance for Needy Families (TANF)	93.558	[1]	73,151
Foster and Kinship Care Education Program	93.658	[1]	74,525
Passed through the California Department of Education Child Care and Development Fund (CCDF) Cluster Child Care and Development Block Grant	93.575	15136	73,420
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596	13609	159,728
Total CCDF Cluster			<u>233,148</u>
Total U.S. Department of Health and Human Services			<u>380,824</u>
U.S. DEPARTMENT OF COMMERCE			
Pass-through California Manufacturers and Technology Consulting (CMTC) Manufacturing Extension Partnership	11.611	70NANB15H196	102,722
Total Expenditures of Federal Awards			<u>\$ 23,582,082</u>
Student Financial Aid Loan Programs			
Loans Outstanding San Bernardino Community College District had the following loan balance outstanding as of July 1, 2017: Federal Perkins Loan	84.038		\$ 154,833

[1] Pass-Through Entity Identifying Number not available.

See accompanying note to supplementary information.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF EXPENDITURES OF STATE AWARDS
FOR THE YEAR ENDED JUNE 30, 2018**

Program	Program Entitlements		
	Current Year	Prior Year	Total Entitlement
PROP 30 - EPA	\$ 12,325,739	\$ -	\$ 12,325,739
AB104 ADULT ED BLOCK GRANT	9,961,494	1,053,736	11,015,230
AEBG DATA AND ACCOUNTABILITY	-	494,311	494,311
AB86 ADULT CONSORTIUM	-	461,604	461,604
SFAA-BFAP ADM ALLOWANCE	237,965	516,890	754,855
HUNGER FREE CAMPUS SUPPORT	32,593	-	32,593
ZERO TEXTBOOK COST DEGREE	149,840	-	149,840
MESA GRANT	74,515	-	74,515
ENROLLMENT GROWTH/NURSING PGM	182,500	-	182,500
COLLEGE FUTURES FOUNDATION	4,374	-	4,374
AB798 TEXTBOOK AFFORDABILITY	-	23,687	23,687
DREAMER STUDENTS	114,739	-	114,739
VETERANS RESOURCE CENTER	92,606	-	92,606
EOPS-CARE PROGRAM	209,085	-	209,085
EOPS	1,468,569	-	1,468,569
HANDICAPPED STUDENT PROGRAMS	1,244,605	-	1,244,605
CHILD DEVELOPMENT	746,247	-	746,247
STATE PRESCHOOL GRANT	1,797,509	-	1,797,509
CHILD CARE FOOD PROGRAM	12,303	-	12,303
FOSTER PARENTS	91,999	11,750	103,749
YOUTH EMPOWERMENT STR	22,500	-	22,500
STUDENT EQUITY GRANT	1,978,551	621,551	2,600,102
TELECOMMUNICATIONS TECHNOLOGY	-	5,641	5,641
BASIC SKILLS	762,746	228,337	991,083
INSTRUCTIONAL EQUIPMENT ALLOCATION	-	106,220	106,220
BLOCK GRANT FY-98	970,701	1,724,941	2,695,642
STUDENT SUCCESS AND SUPPORT PROGRAM	4,759,695	2,308,330	7,068,025
LOTTERY - RESTRICTED	858,223	-	858,223
3C MEDIA SOLUTIONS	-	291,394	291,394
PROP 39 CLEAN ENERGY FUNDING	541,383	716,709	1,258,092
ALTERNATE TEXT PRODUCTION CENTER	1,700,000	-	1,700,000
EDUCATIONAL PLANNING INITIATIVE	67,500	60,430	127,930
TRANSITIONAL ASSISTANCE	74,649	-	74,649

See accompanying note to supplementary information.

Program Revenues

Cash Received	Accounts Receivable	Unearned Revenue	Accounts Payable	Total Revenue	Program Expenditures
\$ 12,325,243	\$ 496	\$ -	\$ -	\$ 12,325,739	\$ 12,325,739
9,961,494	-	827,302	4,200	9,129,992	9,129,992
494,311	-	90,891	-	403,420	403,420
461,604	-	-	-	461,604	461,604
754,855	-	-	-	754,855	754,855
32,593	-	32,593	-	-	-
-	29,570	-	-	29,570	29,570
-	25,114	-	511	24,603	24,603
-	114,614	-	1,056	113,558	113,558
4,374	-	-	-	4,374	4,374
23,687	-	-	-	23,687	23,687
114,739	-	37,590	-	77,149	77,149
73,839	-	73,839	-	-	-
204,248	-	-	528	203,720	203,720
1,451,034	-	-	1,057	1,449,977	1,449,977
1,244,605	-	-	4,274	1,240,331	1,216,010
390,537	258,001	-	4,642	643,896	643,896
1,489,716	307,793	-	1,817	1,795,692	1,795,692
9,746	2,557	-	-	12,303	12,303
71,858	19,591	-	-	91,449	91,449
11,034	11,466	-	585	21,915	21,915
2,707,762	-	979,513	3,674	1,724,575	1,724,575
5,641	-	5,641	-	-	-
991,083	-	747,683	870	242,530	242,530
96,006	-	96,006	-	-	-
2,695,642	-	1,518,010	-	1,177,632	1,177,632
7,068,025	-	1,324,435	22,552	5,721,038	5,721,038
535,056	324,072	-	906	858,222	858,222
291,394	-	52,712	-	238,682	238,682
1,258,092	-	269,707	-	988,385	988,385
-	1,656,246	-	-	1,656,246	1,656,246
60,430	32,253	60,430	-	32,253	32,253
56,733	16,418	-	-	73,151	73,151

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF EXPENDITURES OF STATE AWARDS, Continued
FOR THE YEAR ENDED JUNE 30, 2018**

Program	Program Entitlements		
	Current Year	Prior Year	Total Entitlement
CALWORKS	\$ 901,160	\$ -	\$ 901,160
TANF WORK STUDY	2,150,000	-	2,150,000
PROP 39 REGION F COLLEGES/SBVC	100,000	-	100,000
EQUAL EMPLOYMENT OPPORTUNITY	50,000	68,555	118,555
SWP IE CYBERHUB CENTERS/RCC	171,000	-	171,000
GUIDED PATHWAYS	497,675	-	497,675
CAMPUS SAFETY AND SEXUAL ASSAULT	36,549	-	36,549
RIVERSIDE COUNTY REGIONAL TRAINING	43,348	-	43,348
STATE OF CALIFORNIA - EDD	190,615	-	190,615
ETP #6	949,916	-	949,916
STRONG WORKFORCE PROGRAM	2,077,381	1,574,185	3,651,566
MIDDLE COLLEGE HIGH SCHOOL	100,000	8,500	108,500
RAMP UP VICTOR VALLEY CC	-	205,411	205,411
ETP#5 16-0111 7/31/2017	72,144	-	72,144
ICT/DIGITAL MEDIA-1042AB	235,000	-	235,000
CALTRANS - PAROLEE WORKCREW 7/16	-	1,932,781	1,932,781
IDRC/ACUTE LABOR 15-198-005	47,341	-	47,341
INNOVATION & EFFECTIVENESS GRANT	-	181,609	181,609
CCC MAKER/SIERRA CC/SBVC & CHC	273,429	-	273,429
ICT/DIGITAL MEDIA 1070 12/31/17	91,735	-	91,735
STAFF DEVELOPMENT	248	-	248
Total State Awards			

See accompanying note to supplementary information.

Program Revenues

Cash Received	Accounts Receivable	Unearned Revenue	Accounts Payable	Total Revenue	Program Expenditures
\$ 871,559	\$ 42,585	\$ -	\$ 12,983	\$ 901,161	\$ 901,161
-	131,156	-	-	131,156	131,156
40,000	59,996	428	-	99,568	99,568
118,555	-	90,712	-	27,843	27,843
-	3,695	-	-	3,695	3,695
497,676	-	497,676	-	-	-
36,549	-	36,549	-	-	-
43,348	-	181	-	43,167	43,167
160,255	1,663	-	-	161,918	161,918
149,647	662,013	-	9,624	802,036	802,036
3,651,566	-	2,208,885	4,505	1,438,176	1,438,176
6,344	86,404	-	-	92,748	92,748
184,840	17,540	-	-	202,380	202,380
72,144	-	63,144	-	9,000	9,000
-	209,794	-	-	209,794	209,794
572,194	990,962	-	12,300	1,550,856	1,550,856
-	47,341	-	-	47,341	47,341
181,609	-	48,777	-	132,832	132,832
145,181	128,248	-	-	273,429	273,429
91,735	-	-	-	91,735	91,735
248	-	248	-	-	-
<u>\$ 51,708,831</u>	<u>\$ 5,179,588</u>	<u>\$ 9,062,952</u>	<u>\$ 86,084</u>	<u>\$ 47,739,383</u>	<u>\$ 47,715,062</u>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF WORKLOAD MEASURES FOR STATE GENERAL
 APPORTIONMENT ANNUAL (ACTUAL) ATTENDANCE
 FOR THE YEAR ENDED JUNE 30, 2018**

CATEGORIES	<u>Reported Data*</u>	<u>Audit Adjustments</u>	<u>Audited Data</u>
A. Summer Intersession (Summer 2017 only)			
1. Noncredit	7.53	-	7.53
2. Credit	1,204.61	-	1,204.61
B. Summer Intersession (Summer 2018 - Prior to July 1, 2018)			
1. Noncredit	34.78	-	34.78
2. Credit	524.34	-	524.34
C. Primary Terms (Exclusive of Summer Intersession)			
1. Census Procedure Courses			
(a) Weekly Census Contact Hours	8,155.28	-	8,155.28
(b) Daily Census Contact Hours	1,462.09	-	1,462.09
2. Actual Hours of Attendance Procedure Courses			
(a) Noncredit	195.46	-	195.46
(b) Credit	1,084.90	-	1,084.90
3. Independent Study/Work Experience			
(a) Weekly Census Contact Hours	1,360.51	-	1,360.51
(b) Daily Census Contact Hours	1,274.66	-	1,274.66
(c) Noncredit Independent Study/Distance Education Courses	-	-	-
D. Total FTES	<u>15,304.16</u>	<u>-</u>	<u>15,304.16</u>
SUPPLEMENTAL INFORMATION (Subset of Above Information)			
E. In-Service Training Courses (FTES)	-	-	-
F. Basic Skills Courses and Immigrant Education			
1. Noncredit	-	-	-
2. Credit	1,394.04	-	1,394.04
<u>CCFS-320 Addendum</u>			
CDCP Noncredit FTES	75.20	-	75.20

* Annual report revised as of October 22, 2018

See accompanying note to supplementary information.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF *EDUCATION CODE* SECTION 84362 (50 PERCENT LAW) CALCULATION
FOR THE YEAR ENDED JUNE 30, 2018**

	Object/TOP Codes	ECS 84362 A Instructional Salary Cost AC 0100 - 5900 and AC 6110			ECS 84362 B Total CEE AC 0100 - 6799		
		Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data
<u>Academic Salaries</u>							
Instructional Salaries							
Contract or Regular	1100	\$ 17,515,468	\$ -	\$ 17,515,468	\$ 17,515,468	\$ -	\$ 17,515,468
Other	1300	14,080,429	-	14,080,429	14,080,429	-	14,080,429
Total Instructional Salaries		31,595,897	-	31,595,897	31,595,897	-	31,595,897
Noninstructional Salaries							
Contract or Regular	1200	-	-	-	6,098,239	-	6,098,239
Other	1400	-	-	-	531,460	-	531,460
Total Noninstructional Salaries		-	-	-	6,629,699	-	6,629,699
Total Academic Salaries		31,595,897	-	31,595,897	38,225,596	-	38,225,596
<u>Classified Salaries</u>							
Noninstructional Salaries							
Regular Status	2100	-	-	-	16,927,387	-	16,927,387
Other	2300	-	-	-	1,609,583	-	1,609,583
Total Noninstructional Salaries		-	-	-	18,536,970	-	18,536,970
Instructional Aides							
Regular Status	2200	1,461,054	-	1,461,054	1,461,054	-	1,461,054
Other	2400	757,268	-	757,268	757,268	-	757,268
Total Instructional Aides		2,218,322	-	2,218,322	2,218,322	-	2,218,322
Total Classified Salaries		2,218,322	-	2,218,322	20,755,292	-	20,755,292
Employee Benefits	3000	11,403,448	-	11,403,448	22,045,502	-	22,045,502
Supplies and Material	4000	-	-	-	865,648	-	865,648
Other Operating Expenses	5000	119,801	-	119,801	8,939,576	-	8,939,576
Equipment Replacement	6420	-	-	-	482,006	-	482,006
Total Expenditures Prior to Exclusions		45,337,468	-	45,337,468	91,313,620	-	91,313,620

See accompanying note to supplementary information.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF *EDUCATION CODE* SECTION 84362 (50 PERCENT LAW) CALCULATION, Continued
FOR THE YEAR ENDED JUNE 30, 2018**

	Object/TOP Codes	ECS 84362 A Instructional Salary Cost AC 0100 - 5900 and AC 6110			ECS 84362 B Total CEE AC 0100 - 6799		
		Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data
<u>Exclusions</u>							
Activities to Exclude							
Student Health Services Above Amount Collected	6441	\$ -	\$ -	\$ -	\$ 93,375	\$ -	\$ 93,375
Objects to Exclude							
Rents and Leases	5060	-	-	-	509,853	-	509,853
Lottery Expenditures							-
Books, Magazines, and Periodicals	4200	-	-	-	-	-	-
Instructional Supplies and Materials	4300	-	-	-	-	-	-
Total Supplies and Materials		-	-	-	-	-	-

See accompanying note to supplementary information.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF *EDUCATION CODE* SECTION 84362 (50 PERCENT LAW) CALCULATION, Continued
FOR THE YEAR ENDED JUNE 30, 2018**

	ECS 84362 A Instructional Salary Cost AC 0100 - 5900 and AC 6110			ECS 84362 B Total CEE AC 0100 - 6799			
	Object/TOP Codes	Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data
Other Operating Expenses and Services	5000	\$ -	\$ -	\$ -	\$ 2,151,439	\$ -	\$ 2,151,439
Capital Outlay							
Equipment	6300	-	-	-	-	-	-
Equipment - Replacement	6420	-	-	-	-	-	-
Total Equipment		-	-	-	-	-	-
Total Exclusions		-	-	-	2,754,667	-	2,754,667
Total for ECS 84362, 50 Percent Law		\$ 45,337,468	\$ -	\$ 45,337,468	\$ 88,558,953	\$ -	\$ 88,558,953
Percent of CEE (Instructional Salary Cost/Total CEE)		51.19%		51.19%	100.00%		100.00%
50% of Current Expense of Education					\$ 44,279,477		\$ 44,279,477

See accompanying note to supplementary information.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT (CCFS-311)
WITH AUDITED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2018**

Summarized below are the fund balance reconciliations between the Annual Financial and Budget Report (CCFS-311) and the audited financial statements.

	General Fund	KVCR Fund	Capital Project Fund	Self Insurance Fund	Workers' Compensation Fund
FUND BALANCE					
Balance, June 30, 2018, (CCFS-311)	\$ 19,259,684	\$ 353,793	\$ 7,766,916	\$ 1,036,648	\$ 4,055,998
Post closing entries					
Change in:					
Investments	-	-	-	-	-
Claims liability	-	-	-	-	(96,538)
Prepaid expense	116,268	6,950	14,021	-	-
Accounts payable	4,471,982	-	-	(4,687)	-
Inter-fund borrowings	1,859,839	-	-	-	-
Balance, June 30, 2018, Audited	<u>\$ 25,707,773</u>	<u>\$ 360,743</u>	<u>\$ 7,780,937</u>	<u>\$ 1,031,961</u>	<u>\$ 3,959,460</u>

	Retiree Benefit Fund	Student Representation Fee Fund	FCC Auction Proceeds Fund	PARS Trust
FUND BALANCE				
Balance, June 30, 2018, (CCFS-311)	\$ 28,840,528	\$ 100,157	\$ 134,527,139	\$ -
Post closing entries				
Change in:				
Investments	-	-	-	(87,972)
Claims liability				
Prepaid expense	-	-	-	-
Accounts payable	-	-	-	-
Inter-fund borrowings	(25,000,000)	49	(50,000,000)	75,000,000
Balance, June 30, 2018, Audited	<u>\$ 3,840,528</u>	<u>\$ 100,206</u>	<u>\$ 84,527,139</u>	<u>\$ 74,912,028</u>

See accompanying note to supplementary information.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**PROPOSITION 30 EDUCATION PROTECTION ACCOUNT (EPA)
EXPENDITURE REPORT
FOR THE YEAR ENDED JUNE 30, 2018**

Activity Classification	Object Code				Unrestricted
EPA Proceeds:	8630				\$ 12,331,857
Activity Classification	Activity Code	Salaries and Benefits (Obj 1000-3000)	Operating Expenses (Obj 4000-5000)	Capital Outlay (Obj 6000)	Total
Instructional Activities	1000-5900	\$ 12,331,857	-	-	\$ 12,331,857
Revenues Less Expenditures					\$ -

See accompanying note to supplementary information.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF NET POSITION
JUNE 30, 2018**

**Amounts Reported for Governmental Activities in the Statement
of Net Position are Different Because:**

Total Fund Balance:

General Fund	\$ 25,707,873	
Special Revenue Funds	720,057	
Capital Project Funds	45,346,694	
Debt Service Funds	32,675,298	
Enterprise Funds	84,527,139	
Internal Service Funds	8,831,949	
Fiduciary Funds	<u>127,994</u>	
Total Fund Balance - All District Funds		\$ 197,937,004

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds.

The cost of capital assets is	693,285,739	
Accumulated depreciation is	<u>(156,136,929)</u>	537,148,810
Less fixed assets already recorded in the enterprise funds		

The District has refunded debt obligations with crossover bonds. These investments are held in an escrow account to pay debt remaining on the books until the crossover date.

49,810,613

Deferred charges on refunding (the difference between the reacquisition price and net carrying amount of refunded debt) are capitalized and amortized over the remaining life of the new or old debt (whichever is shorter) and are included with governmental activities.

12,365,125

Deferred outflows of resources related to pensions represent a consumption of net position in a future period and is not reported in the District's funds.

Deferred outflows of resources related to pensions at year end consist of:

Pension contributions subsequent to measurement date	10,041,805	
Net change in proportionate share of net pension liability	21,196,167	
Differences between projected and actual earnings on pension plan investments	1,759,530	
Differences between expected and actual experience in the measurement of the total net pension liability	2,048,875	
Changes of assumptions	<u>18,783,485</u>	
Total Deferred Outflows of Resources Related to Pensions		53,829,862

See accompanying note to supplementary information.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF NET POSITION, Continued
JUNE 30, 2018**

Deferred inflows of resources related to pensions represent an acquisition of net position that applies to a future period and is not reported in the District's funds.

Deferred inflows of resources related to pensions at year end consist of:

Net change in proportionate share of net pension liability	\$ (14,855,722)	
Differences between projected and actual earnings on pension plan investments	(1,632,235)	
Differences between expected and actual experience in the measurement of the total pension liability.	(1,068,938)	
Changes of assumptions	<u>(598,855)</u>	
Total Deferred Inflows of Resources Related to Pensions		\$ (18,155,750)

Deferred outflows of resources related to OPEB represent a consumption of net position in a future period and is not reported in the District's funds. Deferred outflows of resources related to OPEB at year end consist of OPEB contributions subsequent to measurement date.

295,696

In governmental funds, unmatured interest on long-term debt is recognized in the period when it is due. On the government-wide statements, unmatured interest on long-term debt is recognized when it is incurred.

(8,219,958)

Aggregate net pension obligation is not due and payable in the current period, and is not reported as a liability in the funds.

(112,150,172)

Long-term obligations at year end consist of:

Bonds payable	528,468,961
Compensated absences	3,255,473
Aggregate net OPEB liability	1,767,948

In addition, the District has issued 'capital appreciation' general obligation bonds. The accretion of interest unmatured on the general obligation bonds to date is:

	<u>65,280,233</u>	<u>(598,772,615)</u>
		<u>\$ 114,088,615</u>

See accompanying note to supplementary information.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTE TO SUPPLEMENTARY INFORMATION JUNE 30, 2018

NOTE 1 - PURPOSE OF SCHEDULES

District Organization

This schedule provides information about the District's governing board members and administration members.

Schedule of Expenditures of Federal Awards

The accompanying Schedule of Expenditures of Federal Awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (Part 200), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements. The District has not elected to use the ten percent de minimis cost rate as covered in Section 200.414 Indirect (F&A) costs of the Uniform Guidance.

The Federal Perkins Loans program represents an outstanding loan with the District with continuing compliance requirements. The balance on the outstanding loan at June 30, 2018, was \$145,898.

The following schedule provides reconciliation between revenues reported on the Statement of Revenues, Expenses, and Changes in Net Position - Primary Government and the related expenditures reported on the Schedule of Expenditures of Federal Awards.

Description	CFDA Number	Amount
Total Federal Revenues per Statement of Revenues, Expenditures, and Changes in Fund Balances:		\$ 23,617,588
Student Financial Assistance Cluster	Various	(36,432)
Temporary Assistance for Needy Families (TANF)	93.558	926
Total Expenditures of Federal Awards		<u>\$ 23,582,082</u>

Schedule of Expenditures of State Awards

The accompanying Schedule of Expenditures of State Awards includes the State grant activity of the District and is presented on the modified accrual basis of accounting. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements. The information in this schedule is presented to comply with reporting requirements of the California State Chancellor's Office.

Schedule of Workload Measures for State General Apportionment Annual (Actual) Attendance

FTES is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds, including restricted categorical funding, are made to community college districts. This schedule provides information regarding the annual attendance measurements of students throughout the District.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTE TO SUPPLEMENTARY INFORMATION JUNE 30, 20182018

Reconciliation of *Education Code* Section 84362 (50 Percent Law) Calculation

ECS 84362 requires the District to expend a minimum of 50 percent of the unrestricted General Fund monies on salaries of classroom instructors. This is reported annually to the State Chancellor's Office. This schedule provides a reconciliation of the amount reported to the State Chancellor's Office and the impact of any audit adjustments and/or corrections noted during the audit.

Reconciliation of Annual Financial and Budget Report (CCFS-311) With Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Form CCFS-311 to the District's audited financial statements.

Proposition 30 Education Protection Account (EPA) Expenditure Report

This schedule provides the District's summary of receipts and uses of the monies received through the EPA.

Reconciliation of Governmental Funds to the Statement of Net Position

This schedule provides a reconciliation of the adjustments necessary to bring the District's internal fund financial statements, prepared on a modified accrual basis, to the government-wide full accrual basis financial statements required under GASB Statements No. 34 and No. 35 business-type activities reporting model.

INDEPENDENT AUDITOR'S REPORTS



Certified Public Accountants

VALUE THE

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Trustees
San Bernardino Community College District
San Bernardino, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities and the aggregate remaining fund information of San Bernardino Community College District (the District) as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated November 19, 2018.

Emphasis of Matter - Change in Accounting Principles

As discussed in Note 2 and Note 16 to the financial statements, in 2018, the District adopted new accounting guidance, GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Our opinion is not modified with respect to this matter.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the District in a separate letter dated November 19, 2018.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Vavinek Tume Day & Co. LLP

Rancho Cucamonga, California
November 19, 2018



Certified Public Accountants

VALUE THE

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM AND REPORT ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Trustees
San Bernardino Community College District
San Bernardino, California

Report on Compliance for Each Major Federal Program

We have audited San Bernardino Community College District's (the District) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major Federal programs for the year ended June 30, 2018. The District's major Federal programs are identified in the Summary of Auditor's Results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with Federal statutes, regulations, and the terms and conditions of its Federal awards applicable to its Federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major Federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major Federal program. However, our audit does not provide a legal determination of the District's compliance.

Opinion on Each Major Federal Program

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major Federal programs for the year ended June 30, 2018.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying Schedule of Findings and Questioned Costs as items 2018-001 and 2018-002. Our opinion on each major Federal program is not modified with respect to these matters.

The District's responses to the noncompliance findings identified in our audit are described in the accompanying Schedule of Findings and Questioned Costs. The District's responses were not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the responses.

Report on Internal Control Over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major Federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major Federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we did identify certain deficiencies in internal control over compliance, as described in the accompanying Schedule of Findings and Questioned Costs as items 2018-001 and 2018-002, that we consider to be significant deficiencies.

The District's responses to the internal control over compliance findings identified in our audit are described in the accompanying Schedule of Findings and Questioned Costs. The District's responses were not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the responses.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Vainek Tume Day & Co. LLP

Rancho Cucamonga, California
November 19, 2018



Certified Public Accountants

VALUE THE

INDEPENDENT AUDITOR'S REPORT ON STATE COMPLIANCE

Board of Trustees
San Bernardino Community College District
San Bernardino, California

Report on State Compliance

We have audited San Bernardino Community College District's (the District) compliance with the types of compliance requirements as identified in the 2017-2018 California Community Colleges Chancellor's Office *District Audit Manual* that could have a direct and material effect on each of the District's State programs as noted below for the year ended June 30, 2018.

Management's Responsibility

Management is responsible for compliance with State laws and regulations, and the terms and conditions of its State awards applicable to its State programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance of each of the District's State programs based on our audit of the types of compliance requirements referred to above. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the standards and procedures identified in the 2017-2018 California Community Colleges Chancellor's Office *District Audit Manual*. These standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above could have a material effect on the applicable programs noted below. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such procedures as we consider necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinions. Our audit does not provide a legal determination of the District's compliance with those requirements.

Unmodified Opinion for Each of the Programs

In our opinion, the District complied, in all material respects, with the compliance requirements referred to above that are applicable to the State programs noted below that were audited for the year ended June 30, 2018.

In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with State laws and regulations applicable to the following:

Section 421	Salaries of Classroom Instructors (50 Percent Law)
Section 423	Apportionment for Instructional Service Agreements/Contracts
Section 424	State General Apportionment Funding System
Section 425	Residency Determination for Credit Courses
Section 426	Students Actively Enrolled
Section 427	Dual Enrollment (CCAP and Non-CCAP)
Section 428	Student Equity
Section 429	Student Success and Support Program (SSSP) Funds
Section 430	Scheduled Maintenance Program
Section 431	Gann Limit Calculation
Section 435	Open Enrollment
Section 439	Proposition 39 Clean Energy Fund
Section 440	Intersession Extension Programs
Section 444	Apprenticeship Related and Supplemental Instruction (RSI) Funds
Section 475	Disabled Student Programs and Services (DSPS)
Section 479	To Be Arranged Hours (TBA)
Section 490	Proposition 1D and 51 State Bond Funded Projects
Section 491	Education Protection Account Funds

The District did not offer Intersession Extension Programs; therefore, the compliance tests within this section were not applicable.

The District did not receive any funding for Apprenticeship Related and Supplemental Instruction (RSI) Funds; therefore, the compliance tests within this section were not applicable.

The District did not receive any funding through Proposition 1D and 51 State Bond Funded Projects; therefore, the compliance tests within this section were not applicable.

Vavinec Tume Day & Co. LLP

Rancho Cucamonga, California
November 19, 2018

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**SUMMARY OF AUDITOR'S RESULTS
FOR THE YEAR ENDED JUNE 30, 2018**

FINANCIAL STATEMENTS

Type of auditor's report issued:	<u>Unmodified</u>
Internal control over financial reporting:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified?	<u>None reported</u>
Noncompliance material to financial statements noted?	<u>No</u>

FEDERAL AWARDS

Internal control over major Federal programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified?	<u>Yes</u>
Type of auditor's report issued on compliance for major Federal programs:	<u>Unmodified</u>
Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a) of the Uniform Guidance?	<u>Yes</u>

Identification of major Federal programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
<u>84.063, 84.007, and 84.033</u>	<u>Student Financial Assistance Cluster</u>

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 750,000</u>
Auditee qualified as low-risk auditee?	<u>No</u>

STATE AWARDS

Type of auditor's report issued on compliance for State programs:	<u>Unmodified</u>
---	-------------------

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**FINANCIAL STATEMENT FINDINGS AND RECOMMENDATIONS
FOR THE YEAR ENDED JUNE 30, 2018**

None reported.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2018

The following findings represent significant deficiencies and instances of noncompliance including questioned costs that are required to be reported by the Uniform Guidance.

2018-001 Finding

Program Name: Student Financial Assistance Cluster, Federal Pell Grant Program
CFDA Number: 84.063
Federal Agency: U.S. Department of Education (DOE)
Pass-Through Entity: Direct Funded

Criteria or Specific Requirement

34 CFR section 668.22(c):

If an institution is not required to take attendance, the withdrawal date is (1) the date, as determined by the institution, that the student began the withdrawal process prescribed by the school; (2) the date, as determined by the institution, that the student otherwise provided official notification to the school, in writing or orally, of his or her intent to withdraw; (3) if the student ceases attendance without providing official notification to the institution of his or her withdrawal, the midpoint of the payment period or, if applicable, the period of enrollment; (4) if the institution determines that a student did not begin the withdrawal process or otherwise notify the school of the intent to withdraw due to illness, accident, grievous personal loss or other circumstances beyond the student's control, the date the institution determines is related to that circumstance; (5) if a student does not return from an approved leave of absence, the date that the institution determines the student began the leave of absence; or (6) if the student takes an unapproved leave of absence, the date that the student began the leave of absence.

Condition

Significant Deficiency - Valley College: The institution did not use the correct withdrawal date in performing the return to Title IV calculation.

Questioned Costs

No questioned costs.

Context

Out of forty instances tested, there was one where the institution used an incorrect withdrawal date in performing the return to Title IV calculation.

Effect

Without proper monitoring of student withdrawals, the District risks noncompliance with the above referenced criteria.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2018

Cause

The institution incorrectly input the withdrawal date in to the return to Title IV calculation.

Repeat Finding: Yes

Recommendation

It is recommended that the institution perform a review of all return to Title IV calculations to ensure accuracy.

Corrective Action Plan

The San Bernardino Valley College Financial Aid Office is updating its procedures for entering student withdrawal dates into its system. When the Financial Aid Specialist enters a student's withdrawal date into the computer system that tracks and makes calculations related to student withdrawals and Title IV funds, the Director of Financial Aid will review and approve the information entered. The Office will check all Title IV calculations for accuracy.

2018-002 Finding

Program Name: Student Financial Assistance Cluster, Federal Pell Grant Program
CFDA Number: 84.063
Federal Agency: U.S. Department of Education (DOE)
Pass-Through Entity: Direct Funded

Criteria or Specific Requirement

34 CFR sections 668.22(e)(1) and 668.22(e)(2)

The amount of earned Title IV grant or loan assistance is calculated by determining the percentage of Title IV grant or loan assistance that has been earned by the student and applying that percentage to the total amount of Title IV grant or loan assistance that was or could have been disbursed to the student for the payment period or period of enrollment as of the student's withdrawal date. A student earns 100 percent if his or her withdrawal date is after the completion of 60 percent of (1) the calendar days in the payment period or period of enrollment for a program measured in credit hours, or (2) the clock hours scheduled to be completed for the payment period or period of enrollment for a program measured in clock hours.

Condition

Significant Deficiency - Valley College: The District did not accurately calculate the amount of Title IV grant assistance that was or could have been disbursed to the student as of the student's withdrawal date.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED JUNE 30, 2018

Questioned Costs

No questioned costs.

Context

Out of forty instances tested, there were nine where the District performed the return to Title IV calculation using the incorrect enrollment status as of the student's withdrawal date.

Effect

Without proper monitoring of student's enrollment status at their withdrawal date, the District risks noncompliance with the above referenced criteria.

Cause

The institution did not correctly identify that units enrolled at the time of the student's withdrawal date.

Repeat Finding: No

Recommendation

It is recommended that the institution identify the units enrolled at the time of the student's withdrawal date, and to use that enrollment status when performing the return to Title IV calculation.

Corrective Action Plan

The San Bernardino Valley College Financial Aid Office is updating its procedures to ensure that withdrawal dates, student status, and enrolled units are correctly and timely entered into its system. The Office will verify that Return to Title IV calculations are performed accurately and timely for reporting to the U.S. Department of Education.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**STATE AWARDS FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2018**

None reported.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2018

Except as specified in previous sections of this report, summarized below is the current status of all audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

Federal Awards Findings

2017-001 Special Test and Provisions

Federal Program Affected

U.S. Department of Education (DOE), Student Financial Assistance Cluster, Federal Pell Grant Program (CFDA #84.063)

Criteria or Specific Requirement

34 CFR section 668.22(j):

An institution must determine the withdrawal date for a student who withdraws without providing notification to the institution no later than 30 days after the end of the earlier of the (1) payment period or period of enrollment, (2) academic year in which the student withdrew, or (3) educational program from which the student withdrew.

34 CFR Section 668.173(b):

Return of Title IV funds are required to be deposited or transferred into the SFA account or electronic funds transfer initiated to ED as soon as possible, but no later than 45 days after the date the institution determines that the student withdrew. Returns by check are late if the check is issued more than 45 days after the institution determined that the student withdrew, or the date on the cancelled check shows the check was endorsed more than 60 days after the date the institution determined that the student withdrew.

Condition

Significant Deficiency - The District did not calculate the withdrawal date within 30 days of the end of the academic period.

Significant Deficiency – The District's portion of the Return to Title IV funds were not returned within the 45 day requirement.

Questioned Costs

No questioned costs. The District did calculate the withdrawal date; however, they did not calculate it within the 30 day requirement.

No questioned costs. The District did return the funds; however, they were not returned within the 45 day requirement.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2018

Context

There were 10 instances out of 40 tested where the District did not calculate the withdrawal date for the student within the 30 day requirement.

There was 1 instance out of 40 tested where the District's portion of the Return to Title IV funds was not returned within the 45 day requirement.

Effect

Without proper monitoring of student withdrawals, the District risks noncompliance with the above reference criteria.

Without proper monitoring of Title IV returns, the District risks noncompliance with the above referenced criteria.

Cause

The College did not have a procedure in place to monitor the student withdrawal dates and calculate them accordingly.

The College did not have a procedure in place to monitor the Return of Title IV funds.

Recommendation

It is recommended that the District implement procedures to ensure that the student withdrawal calculations occur within 30 days from the end of the academic period.

It is recommended that the District implement procedures to ensure that the Return of Title IV funds occurs within 45 days from the date the District determines that the student withdrew from classes.

Current Status

Not implemented. See current year finding 2018-001.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2018

State Awards Findings

2017-002 Section 479 To Be Arranged (TBA) Hours

Criteria or Specific Requirement

California Community Colleges State Chancellor's Office Student Attendance Accounting Manual requires the listing of classes with To Be Arranged (TBA) hours to be listed in the schedule of classes and described in the course outline. The official course outline of record must include the number of TBA hours and specific instructional activities/learning outcomes for TBA hours expected of all students enrolled in the course. Additionally, the TBA hours for student participation are required to be tracked to ensure only actual hours of attendance are claimed for apportionment purposes. Furthermore, students must participate for the required number of TBA hours in a manner consistent with the student attendance accounting method specified for the course.

Condition

The District did not provide adequate supporting documentation in compliance with the California Community College Chancellor's Office requirements for TBA hours claimed for apportionment.

Questioned Costs

The auditor extrapolated the error rate over the population by college and noted 257.57 Resident FTES (139.33 FTES related to San Bernardino Valley College and 118.24 related to Crafton Hills College) and 8.58 Non-Resident FTES (7.45 FTES related to San Bernardino Valley College and 1.13 related to Crafton Hills College) that were questioned.

Context

The auditor stratified the population from the District's Annual Attendance report, and randomly sampled twenty-two classes. From this population, eight out of nine courses from the Crafton Hills College and nine out of thirteen classes from the San Bernardino Valley College did not meet the Chancellor's Office requirements.

Effect

The District over reported 135,224.44 Resident contact hours and 4,506.94 Non-Resident contact hours related to TBA hours. The District corrected the information in their November Recalc Report.

Cause

During the fiscal year, some classes were incorrectly being recorded as TBA hours, and the syllabus and outlines were not being reviewed to ensure the correct information was included.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS FOR THE YEAR ENDED JUNE 30, 2018

Recommendation

The District should implement a procedure to review class schedule, course outline, and course syllabi to ensure that all TBA hours classes are being properly classified and all the necessary information is included to meet the Chancellor's Office requirements.

Current Status

Implemented.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose Torres, Executive Vice Chancellor
PREPARED BY: Jose Torres, Executive Vice Chancellor
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Adopt Resolution #2018-12-13-FPC2
Approving and Ratifying Agreements for the Acquisition of Real Property
(One Parkside, Two Parkside, North River Properties)

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution #2018-12-13-FPC2 approving and ratifying agreements for the acquisition of real property (One Parkside, Two Parkside, North River Properties).

OVERVIEW

Pursuant to prior direction from the District Board of Trustees, District staff, in consultation with District legal counsel, negotiated a Purchase and Sale Agreement which details the terms and conditions of the sale of the Property to the District, attached hereto as Exhibit "A" of Resolution #2018-12-13-FPC2.

ANALYSIS

Adoption of the attached resolution will establish the Board's directives concerning the acquisition of One Parkside, Two Parkside, and North River Properties.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

This purchase will be funded by the FCC Auction Proceeds as allowed by Guiding Principle 10, *Investments should include real estate and a diversified portfolio*

RESOLUTION #2018-12-13-FPC2 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
APPROVING AND RATIFYING AGREEMENTS FOR THE ACQUISITION OF REAL PROPERTY
(ONE PARKSIDE, TWO PARKSIDE, NORTH RIVER PROPERTIES)

[v.12.3.2018.p.1/187]

005286.00142
22131783.1

WHEREAS, the San Bernardino Community College District (“District”) desires to acquire real property located in San Bernardino, California (the “Property”) as is more particularly described in the Agreement as defined below and attached as Exhibit “A;”

WHEREAS, pursuant to prior direction from the District Board of Trustees (“Board”), District staff, in consultation with District legal counsel, negotiated the Purchase and Sale Agreement (the “Agreement”) with the owner of the Property, Tri City South Owner LLC (the “Owner”), which details the terms and conditions of the sale of the Property to the District, attached hereto as Exhibit “A;”

WHEREAS, the Agreement was approved in closed session and reported out in open session pursuant to the Brown Act;

WHEREAS, after negotiating the Agreement, District staff, in consultation with District legal counsel, continued negotiating the terms of the District’s potential purchase of the Property from the Owner and, as a result of subsequent negotiations and discussions, prepared a “First Amendment” and “Second Amendment” to the Agreement, both of which further establish the terms and conditions upon which the District may purchase the Property, attached as Exhibit “B” and “C” respectively;

WHEREAS, District also desires to obtain management services from a qualified party who can oversee and manage the various uses of the Property if District completes the purchase and acquires the Property;

WHEREAS, District staff, in consultation with legal counsel, negotiated a “Property Management Agreement” in which Hines Interests Limited Partnership (“Property Manager”) will provide property management services for the District if the District acquires the Property, pursuant to the specific terms and conditions set forth in the Property Management Agreement; and

WHEREAS, pursuant to Government Code section 27281, deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes cannot be accepted for recordation without the consent of the political corporation or governmental agency evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Agreement. The Board hereby ratifies the Agreement in the form attached hereto as Exhibit “A.”

Section 3. First Amendment. The Board hereby approves and ratifies the First Amendment in the form attached hereto as Exhibit “B.” District Chancellor, or a designee, is hereby authorized to finalize and execute the First Amendment, subject to

**RESOLUTION #2018-12-13-FPC2 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
APPROVING AND RATIFYING AGREEMENTS FOR THE ACQUISITION OF REAL PROPERTY
(ONE PARKSIDE, TWO PARKSIDE, NORTH RIVER PROPERTIES)**

[v.12.3.2018.p.2/187]

005286.00142
22131783.1

any non-substantive changes as deemed appropriate by District staff in consultation with legal counsel, subject to ratification of the Board, as necessary.

Section 4. Second Amendment. The Board hereby approves and ratifies the Second Amendment in the form attached hereto as Exhibit "C." District Chancellor, or a designee, is hereby authorized to finalize and execute the Second Amendment, subject to any non-substantive changes as deemed appropriate by District staff in consultation with legal counsel, subject to ratification of the Board, as necessary.

Section 5. Property Management Agreement. The Board hereby approves the Property Management Agreement in the form attached hereto as Exhibit "D." District Chancellor, or a designee, is hereby authorized to finalize and execute the Property Management Agreement, subject to any non-substantive changes as deemed appropriate by District staff in consultation with legal counsel, subject to ratification of the Board, as necessary.

Section 6. Consent. The Board hereby directs the Chancellor, or a designee, is directed, at the close of escrow for the Property, to accept and consent to the conveying of the Property to the District pursuant to Section 27281 of the Government Code and to execute any document necessary to formally accept the Property, where are hereby ratified.

Section 7. Intent. The Chancellor, or a designee, is hereby authorized and directed, for and in the name of and on behalf of the District, to take any further action necessary to effectuate this Resolution.

Section 8. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED as of _____, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

I, _____, President of the San Bernardino Community College District Board of Trustees does hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by the Board at a regularly scheduled and conducted meeting held on this date, which Resolution shall be kept on file in the office of the Board.

President of the Board of Trustees
San Bernardino Community College District

**RESOLUTION #2018-12-13-FPC2 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
APPROVING AND RATIFYING AGREEMENTS FOR THE ACQUISITION OF REAL PROPERTY
(ONE PARKSIDE, TWO PARKSIDE, NORTH RIVER PROPERTIES)**

[v.12.3.2018.p.3/187]

005286.00142
22131783.1

I, _____, Clerk of the San Bernardino Community College District Board of Trustees, hereby certify that the foregoing Resolution was introduced and adopted by the Board of Trustees at a regularly scheduled meeting thereof held on this date, by the forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand on the _____ day of _____ 2018.

Clerk of the Board of Trustees
San Bernardino Community College District

RESOLUTION #2018-12-13-FPC2 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
APPROVING AND RATIFYING AGREEMENTS FOR THE ACQUISITION OF REAL PROPERTY
(ONE PARKSIDE, TWO PARKSIDE, NORTH RIVER PROPERTIES)

[v.12.3.2018.p.4/187]

005286.00142
22131783.1

Exhibit A

[Copy of Agreement]

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

between

TRI CITY NORTH OWNER LLC,
a Delaware limited liability company,

and

TRI CITY SOUTH OWNER LLC,
a Delaware limited liability company,

each, a Seller, and collectively, as Seller

and

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT,
a public community college district of the State of California,

as Buyer

560 E. Hospitality Lane, San Bernardino, CA 92408 (One Parkside Property)
550 E. Hospitality Lane, San Bernardino, CA 92408 (Two Parkside Property)
658 E. Brier Drive, San Bernardino, CA 92408 (North River Property)

November
October 7, 2018

1.	Purchase and Sale	5
2.	Purchase Price	7
2.1	Deposit.....	7
2.2	Cash Balance	8
2.3	Independent Contract Consideration	8
2.4	Assumption of Obligations	9
3.	Evidence of Title	9
3.1	Permitted Exceptions	9
3.2	Title Review Period.....	10
4.	Due Diligence	11
4.1	Due Diligence Period	11
4.2	Buyer's Right to Terminate During Due Diligence Period	11
4.3	Conduct of Inspections During Due Diligence Period	11
5.	Representations, Warranties and Covenants	12
5.1	Seller's Representations and Warranties	12
5.2	Representations Remade	15
5.3	Seller Covenants	15
5.4	Buyer's Representations and Warranties.....	18
5.5	Survival.....	20
6.	CONDITIONS PRECEDENT	20
6.1	Accuracy of Seller's Representations and Warranties	20
6.2	Conditions Precedent to Buyer's Obligations.....	22
6.3	Failure of Conditions Precedent to Buyer's Obligations	24
6.4	Conditions Precedent to Seller's Obligations	25
7.	Close of Escrow/Closing.....	25
7.1	Seller's Closing Deliveries	25
7.2	Buyer's Closing Deliveries	28
7.3	Deliveries Upon Close of Escrow.....	29
7.4	Closing Prorations and Adjustments	30
7.5	Leasing Costs	33
7.6	Post-Closing Lease-Up Period; Rent Guaranty Escrow Agreement	34
7.7	Reservation of Rights to Contest	36
7.8	Transaction Costs.....	36
7.9	Reprorations	36
8.	Default and Remedies	36
8.1	Buyer's Remedies.....	36
8.2	Seller's Remedies	36
8.3	Post-Closing Remedies	37

9.	Limitation of Liability	37
10.	Casualty Loss and Condemnation	38
11.	Brokerage	39
12.	MISCELLANEOUS	39
12.1	Entire Agreement	39
12.2	Assignment	39
12.3	Modifications	40
12.4	Time of Essence	40
12.5	Governing Law	40
12.6	Notices	40
12.7	"AS IS" SALE	40
12.8	California Specific Provisions	43
12.9	Trial by Jury	45
12.10	Confidentiality	45
12.11	Reports	46
12.12	Reporting Person	46
12.13	Press Releases	46
12.14	Counterparts	46
12.15	Construction	46
12.16	Partial Invalidity	46
12.17	Headings	47
12.18	Attorneys' Fees	47
12.19	No Recording	47

EXHIBITS

Exhibit A-1	Legal Description (One Parkside Land)
Exhibit A-2	Legal Description (Two Parkside Land)
Exhibit A-3	Legal Description (North River Land)
Exhibit B	Permitted Exceptions
Exhibit C	Documents
Exhibit D	Litigation
Exhibit E	List of Leases
Exhibit F-1	List of Service Contracts
Exhibit F-2	List of Excluded Service Contracts
Exhibit G	Written Notice of Material Violations of Law
Exhibit H	Form of Grant Deed
Exhibit I	Form of Assignment and Assumption of Leases
Exhibit J	Form of General Assignment
Exhibit K	Form of Bill of Sale
Exhibit L	Form of Notice to Parties to Leases and Service Contracts
Exhibit M	Form of Certificate of Non-Foreign Status
Exhibit N-1	Form of Tenant Estoppel Certificate

[v.12.3.2018.p.8/187]

Exhibit N-2 Form of Seller Estoppel Certificate
Exhibit O Minimum Leasing Requirements

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is made as of ~~November~~ ^{October} 7, 2018 (the "Effective Date") between TRI CITY NORTH OWNER LLC, a Delaware limited liability company ("North Seller") and TRI CITY SOUTH OWNER LLC, a Delaware limited liability company ("South Seller", and together with North Seller, collectively, "Seller"), and SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a public community college district of the State of California ("Buyer").

Recitals

A. North Seller is the owner of the North River Land (as defined in Section 1) and the portions of the Property (as defined in Section 1) related thereto (collectively, the "North River Property"), and South Seller is the owner of the One Parkside Land (as defined in Section 1) and the portions of the Property related thereto (collectively, the "One Parkside Property") and the Two Parkside Land (as defined in Section 1) and the portions of the Property related thereto (collectively, the "Two Parkside Property", and together with the One Parkside Property, the "Parkside Property").

B. Buyer desires to purchase the North River Property from North Seller and the Parkside Property from South Seller, North Seller desires to sell the North River Property to Buyer and South Seller desires to sell the Parkside Property to Buyer, all in accordance with the terms of this Agreement.

Basic Provisions and Key Definitions

1. Seller:

North Seller:

Tri City North Owner LLC
c/o Oaktree Capital Management, L.P.
333 South Grand Avenue, 28th Floor
Los Angeles, California 90071
Attn: Ambrose Fisher and Cary Kleinman
E-mail: afisher@oaktreecapital.com;
ckleinman@oaktreecapital.com

with a copy to:

Tri City North Owner LLC
c/o Hines
444 South Flower Street, Suite 2100
Los Angeles, California 90071
Attn: Varun Akula and Jim Bonham
E-mail: Varun.Akula@Hines.com;

Jim.Bonham@Hines.com

and with a copy to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
865 S. Figueroa Street, Suite 2800
Los Angeles, California 90017
Attention: Erin L. Murphy, Esq., O'Malley M. Miller, Esq.
E-mail: emurphy@allenmatkins.com;
omiller@allenmatkins.com

South Seller:

Tri City South Owner LLC
c/o Oaktree Capital Management, L.P.
333 South Grand Avenue, 28th Floor
Los Angeles, California 90071
Attn: Ambrose Fisher and Cary Kleinman
E-mail: afisher@oaktreecapital.com;
ckleinman@oaktreecapital.com

with a copy to:

Tri City South Owner LLC
c/o Hines
444 South Flower Street, Suite 2100
Los Angeles, California 90071
Attn: Varun Akula and Jim Bonham
E-mail: Varun.Akula@Hines.com;
Jim.Bonham@Hines.com

and with a copy to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
865 S. Figueroa Street, Suite 2800
Los Angeles, California 90017
Attention: Erin L. Murphy, Esq., O'Malley M. Miller, Esq.
E-mail: emurphy@allenmatkins.com;
omiller@allenmatkins.com

2. **Seller's Counsel:**

Allen Matkins Leck Gamble Mallory & Natsis LLP
2865 South Figueroa Street, Suite 2800
Los Angeles, California 90017
Attn: Erin L. Murphy, Esq., O'Malley M. Miller, Esq.
Telephone (213) 955-5622
Facsimile: (213) 620-8816

Email: emurphy@allenmatkins.com;
omiller@allenmatkins.com

3. **Seller's Broker:** CBRE, Inc.
3501 Jamboree Rd., Suite 100
Newport Beach, CA 92660
Attn: Anthony F. DeLorenzo
Telephone: (949) 725-8425
Email: anthony.delorenzo@cbre.com

4. **Other Broker:** CBRE, Inc.
3501 Jamboree Rd., Suite 100
Newport Beach, CA 92660
Attn: Gary Stache
Telephone: (949) 725-8532
Email: gary.stache@cbre.com

5. **Buyer:** San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, California 92408
Attn: Jose F. Torres, MPA, Executive Vice Chancellor
Telephone: (909) 382-4000
Email: jtorres@sbccd.cc.ca.us

6. **Buyer's Counsel:** Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, California 90703
Attn: Andreas C. Chialtas; Constance J. Scwindt
Telephone: (562) 653-3200
Email: achialtas@aalrr.com; cscwindt@aalrr.com

7. **Escrow Holder:** First American Title Insurance Company
18500 Von Karman Avenue, Suite 600
Irvine, California 92612
Attn: Jeanne Gould, Sr. Escrow Officer, CEO
Telephone: (646) 885-2405
Email: jagould@firstam.com
Escrow No.: NHSC-5800009

8. **Title Company:** First American Title Insurance Company
550 E. Hospitality Lane
San Bernardino, California 92408
Attn: Hugo Tello
Telephone: (951) 256-5883
Email: htello@firstam.com
Title Order No.: NHSC-5800009

- 9. Purchase Price: \$44,350,000.00.

- 10. Initial Deposit: \$500,000.00.

- 11. Additional Deposit: \$2,000,000.00.

- 12. Due Diligence Period: From the Effective Date until 5:00 pm, Pacific time, on November 26, 2018.

- 13. Closing Date: Fifteen (15) days after the end of the Due Diligence Period.

Agreement

Buyer and Seller, therefore, agree as follows:

1. **Purchase and Sale.** Subject to and in accordance with the terms and conditions set forth in this Agreement, Buyer shall purchase from Seller, and Seller shall sell to Buyer, all of Seller's right, title and interest in and to the following property (collectively, the "**Property**"):

1.1 that certain real property commonly known as 560 E. Hospitality Lane, San Bernardino, CA 92408 (the "**One Parkside Land**"), located in the City of San Bernardino (the "**City**"), County of San Bernardino (the "**County**"), State of California (the "**State**") and legally described in Exhibit A-1, together with any and all hereditaments, privileges, development rights and easements belonging thereto;

1.2 that certain real property commonly known as 550 E. Hospitality Lane, San Bernardino, CA 92408 (the "**Two Parkside Land**"), located in the City, County and State and legally described in Exhibit A-2, together with any and all hereditaments, privileges, development rights and easements belonging thereto;

1.3 that certain real property commonly known as 658 E. Brier Drive, San Bernardino, CA 92408 (the "**North River Land**", and together with the One Parkside Land and Two Parkside Land, collectively, the "**Land**"), located in the City, County and State and legally described in Exhibit A-3, together with any and all hereditaments, privileges, development rights and easements belonging thereto;

1.4 all buildings, structures, improvements and fixtures located on the One Parkside Land and owned by South Seller (collectively, the "**One Parkside Improvements**"; the One Parkside Land and the One Parkside Improvements are collectively referred to as the "**One Parkside Real Property**");

1.5 all buildings, structures, improvements and fixtures located on the Two Parkside Land and owned by South Seller (collectively, the "**Two Parkside Improvements**"; the Two Parkside Land and the Two Parkside Improvements are collectively referred to as the "**Two Parkside Real Property**");

1.6 all buildings, structures, improvements and fixtures located on the North River Land and owned by North Seller (collectively, the "**North River Improvements**"; the North River Land and the North River Improvements are collectively referred to as the "**North River Real Property**", and the North River Real Property, the One Parkside Real Property and the Two Parkside Real Property are collectively referred to as the "**Real Property**");

1.7 all furnishings, machinery, equipment and other tangible personal property, if any, owned by South Seller, located in or on the One Parkside Real Property and used solely in connection with the One Parkside Real Property (the "**One Parkside Tangible Personal Property**");

1.8 all furnishings, machinery, equipment and other tangible personal property, if any, owned by South Seller, located in or on the Two Parkside Real Property and used solely in connection with the Two Parkside Real Property (the "**Two Parkside Tangible Personal Property**");

1.9 all furnishings, machinery, equipment and other tangible personal property, if any, owned by North Seller, located in or on the North River Real Property and used solely in connection with the North River Real Property (the "**North River Tangible Personal Property**", and the North River Tangible Personal Property, the One Parkside Tangible Personal Property and the Two Parkside Tangible Personal Property are collectively referred to as the "**Tangible Personal Property**");

1.10 all leases, licenses and occupancy agreements (as may be amended) affecting the One Parkside Real Property and all currently effective amendments (whether styled as amendments, modifications, addendums, side letters or otherwise) and all guarantees relating to the leases, licenses, occupancy agreements and amendments together with any new leases, licenses, occupancy agreements and amendments which do not require Buyer's consent or to which Buyer consented pursuant to **Section 5.3.2** (the "**One Parkside Leases**");

1.11 all leases, licenses and occupancy agreements (as may be amended) affecting the Two Parkside Real Property and all currently effective amendments (whether styled as amendments, modifications, addendums, side letters or otherwise) and all guarantees relating to the leases, licenses, occupancy agreements and amendments together with any new leases, licenses, occupancy agreements and amendments which do not require Buyer's consent or to which Buyer consented pursuant to **Section 5.3.2** (the "**Two Parkside Leases**");

1.12 all leases, licenses and occupancy agreements (as may be amended) affecting the North River Real Property and all currently effective amendments (whether styled as amendments, modifications, addendums, side letters or otherwise) and all guarantees relating to the leases, licenses, occupancy agreements and amendments together with any new leases, licenses, occupancy agreements and amendments which do not require Buyer's consent or to which Buyer consented pursuant to **Section 5.3.2** (the "**North River Leases**", and together with the One Parkside Leases and the Two Parkside Leases, collectively, the "**Leases**");

1.13 all maintenance, service, and other like contracts and agreements with respect to the ownership and operation of the One Parkside Real Property, together with any new contracts which do not require Buyer's consent or to which Buyer consented pursuant to **Section 5.3.3** (the "**One Parkside Service Contracts**"); and

1.14 all maintenance, service, and other like contracts and agreements with respect to the ownership and operation of the Two Parkside Real Property, together with any new contracts which do not require Buyer's consent or to which Buyer consented pursuant to **Section 5.3.3** (the "**Two Parkside Service Contracts**"); and

1.15 all maintenance, service, and other like contracts and agreements with respect to the ownership and operation of the North River Real Property, together with any new contracts which do not require Buyer's consent or to which Buyer consented pursuant to **Section 5.3.3** (the "**North River Service Contracts**", and together with the One Parkside Service Contracts and the Two Parkside Service Contracts, collectively, the "**Service Contracts**");

1.16 all transferrable intangible property, permits, licenses, approvals, guarantees and warranties pertaining exclusively to the One Parkside Real Property and in each case used solely in connection with the ownership and operation of the One Parkside Real Property (the "**One Parkside Intangibles**");

1.17 all transferrable intangible property, permits, licenses, approvals, guarantees and warranties pertaining exclusively to the Two Parkside Real Property and in each case used solely in connection with the ownership and operation of the Two Parkside Real Property (the "**Two Parkside Intangibles**"); and

1.18 all transferrable intangible property, permits, licenses, approvals, guarantees and warranties pertaining exclusively to the North River Real Property and in each case used solely in connection with the ownership and operation of the North River Real Property (the "**North River Intangibles**", and together with the One Parkside Intangibles and the Two Parkside Intangibles, collectively, the "**Intangibles**").

Notwithstanding anything to the contrary set forth in this Agreement, the term "Property" expressly excludes the following (the "**Excluded Property**"): (i) all rights with respect to any refund of taxes applicable to any period prior to the Closing Date; (ii) all rights to any insurance proceeds or settlements for events occurring prior to the Closing Date; and (iii) all of Seller's interest in cash, securities, lender deposits and reserves and accounts receivable. Seller shall retain the Excluded Property.

2. Purchase Price. Buyer shall pay the Purchase Price for the Property as hereinafter provided in this Section 2, which shall be allocated as follows: (i) \$12,450,000.00 (\$11,500,000.00 after the application of the \$950,000.00 credit) with respect to the One Parkside Property; (ii) \$18,500,000.00 (\$16,000,000.00 after the application of the \$2,500,000.00 credit) with respect to the Two Parkside Property; and (iii) \$13,400,000.00 with respect to the North River Property.

2.1 Deposit.

2.1.1 Initial Deposit. Simultaneously with Buyer's execution and delivery of this Agreement, Buyer shall deliver the Initial Deposit to Escrow Holder by means of a confirmed wire transfer through the Federal Reserve System ("**Immediately Available Funds**"). The Initial Deposit shall be invested as Buyer and Seller direct. Any and all interest earned on the Initial Deposit while invested shall be considered a part of the Initial Deposit and shall be reported to Buyer's federal tax identification number (which Buyer shall provide to Escrow Holder concurrently with the delivery

of the Initial Deposit pursuant to this **Section 2.1.1**). If Buyer does not notify Seller and Escrow Holder in writing on or before the expiration of the Due Diligence Period that Buyer elects to terminate this Agreement, then on or before 5:00 p.m. Pacific time on the last day of the Due Diligence Period, (a) the Initial Deposit shall not be refundable to Buyer unless the transaction contemplated by this Agreement is not consummated solely as the result of Seller's default or the failure of a condition precedent to Buyer's obligation to close, and (b) the Initial Deposit shall be immediately released to Seller without the need for any further written instructions from Buyer and Seller (and notwithstanding any contrary instruction). If Buyer fails to timely deposit the Initial Deposit, Buyer shall be deemed in default under this Agreement. If the transaction contemplated by this Agreement closes in accordance with the terms of this Agreement, then Escrow Holder shall apply the Initial Deposit as a payment toward the Purchase Price.

2.1.2 Additional Deposit. On or before the expiration of the Due Diligence Period, and provided Buyer has not elected (or deemed to have elected) to terminate this Agreement pursuant to **Section 4.2** below, Buyer shall deliver to Escrow Holder the Additional Deposit (the Additional Deposit, together with the Initial Deposit, together with all interest thereon while held by Escrow Holder, shall be hereafter referred to as the "**Deposit**") in Immediately Available Funds. Upon receipt by Escrow Holder, the Additional Deposit shall become non-refundable except as otherwise provided in this Agreement. The Additional Deposit together with interest accrued thereon shall be (a) applied and credited toward payment of the Purchase Price at Closing regardless of whether this Agreement is terminated by Buyer with respect to some but not all of the Properties pursuant to **Sections 6** or **10** of this Agreement, or (b) retained by Seller as liquidated damages pursuant to **Section 8.2** below, or (c) returned to Buyer if (i) this Agreement is terminated by Buyer with respect to all of the Properties and the provisions of **Sections 4.2, 6** or **10** apply, or (ii) this Agreement is terminated because of a breach by Seller. If Buyer fails to timely deliver the Additional Deposit with Escrow Holder as provided above, then such failure shall be deemed to be Buyer's election to terminate this Agreement with respect to all of the Properties pursuant to **Section 4.2** below in which event this Agreement shall automatically terminate and be of no further force and effect and the Initial Deposit shall be returned to Buyer.

2.2 Cash Balance. At least one (1) business day prior to the Closing Date, Buyer shall deliver to Escrow Holder in cash the Purchase Price, less the Deposit, plus or minus the prorations described in this Agreement (such amount, as adjusted, being referred to as the "**Cash Balance**"). Buyer shall pay the Cash Balance by federal funds wire transferred to an account designated by Escrow Holder.

2.3 Independent Contract Consideration. The sum of \$100.00 (the "**Independent Contract Consideration**") is a non-refundable portion of the Deposit as consideration for Buyer's exclusive right to inspect and purchase the Property pursuant to this Agreement and for Seller's execution, delivery and performance of this Agreement. Upon Escrow Holder's receipt of the Deposit, Escrow Holder shall immediately release the Independent Contract Consideration to Seller in accordance with Seller's instructions, without need for any further instruction from Buyer and Seller. Any reference in this Agreement to Buyer receiving back the Deposit means Escrow Holder shall return the Deposit (less the non-refundable Independent Contract Consideration) to Buyer.

2.4 Assumption of Obligations. At Closing, Buyer will: (a) assume and perform all of the covenants and obligations of Seller, Seller's predecessors in title and Seller's affiliates (i) pursuant to the Leases, and the Service Contracts assumed by Buyer, including without limitation, those relating to any tenant deposits, to the extent arising on or after the Closing Date, and (ii) pursuant to the Leases regarding the physical, environmental or legal compliance status of the applicable Property, whether arising before, on or after the Closing Date; and (b) assume and agree to discharge, perform and comply with each and every liability, duty, covenant, debt or obligation of Seller or any of its affiliates (i) resulting from, arising out of, or in any way related to the Documents (as defined in **Section 4.1**), past, present or future, known or unknown, and (ii) resulting from, arising out of, or in any way related to any licenses and permits, approvals, applications, certificates of occupancy, dedications, subdivision maps and entitlements now or hereafter issued, approved or granted by any governmental entity in connection with the Property and arising on or after the Closing Date. Buyer indemnifies and holds Seller harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including but not limited to attorneys' fees and expenses) asserted against or incurred by Seller and arising out of the failure of Buyer to perform its obligations pursuant to this **Section 2.4**; provided, further, that Seller shall have no obligation to indemnify Buyer for any costs or expenses incurred by Buyer in its performance of its obligations pursuant to this **Section 2.4**. The provisions of this **Section 2.4** shall survive the Closing.

3. Evidence of Title. Within five (5) business days after the mutual execution and delivery of this Agreement, Seller shall cause to be delivered to Buyer: (i) a preliminary title report for the One Parkside Real Property (the "**One Parkside PTR**") issued by the Title Company and copies of all exception documents referred to in the One Parkside PTR; (ii) a preliminary title report for the Two Parkside Real Property (the "**Two Parkside PTR**") issued by the Title Company and copies of all exception documents referred to in the Two Parkside PTR; and (iii) a preliminary title report for the North River Real Property (the "**North River PTR**", and together with the One Parkside PTR and the Two Parkside PTR, collectively, the "**PTR**") issued by the Title Company and copies of all exception documents referred to in the North River PTR.

3.1 Permitted Exceptions. As used in this Agreement, "**Permitted Exceptions**" shall mean those exceptions that are more fully described on **Exhibit B**

and other exceptions that become Permitted Exceptions pursuant to this **Section 3**. Buyer may, if it so elects and at its sole cost and expense, arrange for the preparation of a current survey (or update of any existing survey) with respect to any or all of the One Parkside Real Property, Two Parkside Real Property and/or North River Real Property (each such current survey or update, an "**Updated Survey**"), provided that each Updated Survey is received by the Title Company prior to the expiration of the Due Diligence Period. Buyer shall cause copies of each Updated Survey (and any updates thereto) to be delivered to Seller concurrently with their delivery to the Title Company. As used in this Agreement, "**Title and Survey**" shall mean, individually and collectively as the context may require, each PTR and each Updated Survey.

3.2 Title Review Period. If the Title and Survey (or any update to any of the foregoing) discloses any matter that is not a Permitted Exception and that would have a material, adverse effect on the use of the applicable Property or materially adversely impacts the value or marketability of title, Buyer shall have until the date that is five (5) business days prior to the expiration of the Due Diligence Period (the "**Title Review Period**") to notify Seller in writing of any objections Buyer may have to the Title and Survey (each a "**Title Defect**"); provided, however, that with respect to Liquidated Defects (as defined below in this **Section 3.2**), Buyer shall be deemed to have objected to the same. Any matter disclosed on the Title and Survey (or any update to any of the foregoing) that is not a Permitted Exception or to which Buyer does not object in the manner set forth in this **Section 3.2** (other than Liquidated Defects, with respect to which Buyer shall be deemed to have objected) shall constitute a Permitted Exception. Seller shall have three (3) business days after the receipt of such written notice to notify Buyer in writing that Seller, at its sole option, shall, on or prior to the Closing Date, cure or remove the Title Defect or obtain an endorsement to Buyer's applicable title insurance policy insuring over the Title Defect (except Seller shall be obligated to cure Liquidated Defects). At Seller's option, the Closing Date shall be extended as necessary to afford Seller the opportunity to cure, remove or insure over any such Title Defect. Seller's failure to deliver such written notice within such 3-business day period shall be deemed Seller's election not to cure or remove such Title Defect. Notwithstanding the preceding sentence, Seller shall be obligated, at the Closing, at Seller's sole cost and expense, to cause the Title Company to remove from, or insure over on, the applicable Title Policy (as defined in **Section 6.2**), or bond over, any mortgage or deed of trust made by Seller, any tax liens relating to unpaid taxes owed by Seller that are due and payable, any mechanics' liens based upon a written agreement of Seller with the party which has filed such lien, and any judgment liens against Seller (collectively, "**Liquidated Defects**"), and Seller shall have the right at the Closing to use a portion of the Purchase Price to cure and remove such Liquidated Defects. Buyer's failure to terminate this Agreement on or prior to the expiration of the Due Diligence Period pursuant to **Section 4.2** below shall be deemed to be Buyer's election to proceed to Closing, waive any Title Defects that Seller elects (or is deemed to have elected) not to cure or remove, or cannot cure or remove (for which Seller shall have no liability to Buyer), and take title to the Property subject to such Title Defects with no reduction in the Purchase Price. Notwithstanding anything set forth in this Agreement to the contrary, all matters disclosed by the Title and Survey (or the

applicable update thereof) to which Buyer is deemed to have agreed to take title to the Property subject to pursuant to clause (ii) hereinabove shall be Permitted Exceptions.

4. Due Diligence.

4.1 Due Diligence Period. Buyer shall have until the expiration of the Due Diligence Period to inspect the Property, obtain any necessary internal approvals to the transaction, and satisfy itself as to all matters relating to the Property, including, but not limited to, environmental, engineering, structural, financial, title and survey matters. Seller shall use good faith efforts to deliver or make available to Buyer, which may be through an electronic data room, copies of any and all reports and agreements relating to the Property reasonably requested by Buyer to the extent in Seller's possession or control, including those which are identified on Exhibit C (the "Documents"); provided, however, the Documents shall not include, and Seller shall have no obligation to make available to Buyer, Seller's company records, internal memoranda (including any internal evaluations of third-party reports concerning the Property), financial projections, budgets, appraisals, any agreements and documents which Seller is required to keep confidential pursuant to any agreement, accounting and tax records, communications between Seller and its attorneys, the work product of Seller's attorneys, and similar proprietary, confidential or privileged information. The Documents and any other due diligence materials that may be provided by Seller to Buyer are being furnished for informational purposes only and without representation or warranty as to the accuracy or completeness of such materials.

4.2 Buyer's Right to Terminate During Due Diligence Period. If Buyer determines (in its sole discretion) during the Due Diligence Period that any or all of the Properties are unsuitable for its purposes for any reason, then Buyer may terminate this Agreement as to all of the Properties (as opposed to the affected Property only) by written notice to Seller and Escrow Holder given at any time prior to the expiration of the Due Diligence Period. If Buyer so terminates this Agreement, then the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations under this Agreement except those that expressly survive termination of this Agreement; provided, however, that in the event that, at the time of such termination, Buyer has not repaired any damage caused by Buyer's inspection of the Property, or kept the Property free and clear of any mechanics' and materialmen's liens or other liens arising out of its activities on the Property and those of its representatives, agents and contractors (as required pursuant to Section 4.3 below), then (a) an amount equal to one hundred fifty percent (150%) of (i) the estimated costs of such repairs, plus (ii) the amount of such liens, shall be retained by Escrow Holder from the Deposit, which amount shall not be disbursed to Buyer until such time as all such damage is repaired and all such liens are released, and (b) the balance of the Deposit shall be returned to Buyer. Buyer's failure to so terminate this Agreement on or prior to the expiration of the Due Diligence Period shall be deemed a waiver by Buyer of its right to terminate this Agreement pursuant to this Section 4.2, and thereafter the Deposit shall not be refunded to Buyer except pursuant to another express provision of this Agreement.

4.3 Conduct of Inspections During Due Diligence Period. No inspection shall be undertaken without 48 hours' prior notice to Seller. Buyer shall coordinate any entry upon the Property with Seller so as to afford Seller a reasonable opportunity to have a representative present at any or all inspections. All inspections shall be subject to the rights of any tenants or occupants of the applicable Property. No inspection shall involve the taking of samples or other physically invasive procedures without the prior written consent of Seller (which may be withheld by Seller in its sole discretion). Upon the completion of any inspection or test, Buyer shall restore the applicable Property to its condition prior to such inspection or test. Buyer agrees not to contact any tenants or other occupants of the Property nor any governmental agencies with respect to the Property without Seller's prior written consent, which Seller may withhold or condition in its sole discretion. Upon Seller's request, Buyer shall provide Seller with copies of all third party reports or test results relating to such inspections, which obligation shall survive the termination of this Agreement and which obligation shall be a condition to Buyer's right to a return of the Deposit, if applicable. Buyer shall keep the Property free and clear of any mechanics' and materialmen's liens or other liens arising out of its activities on the Property and those of its representatives, agents and contractors, and in the event any of the foregoing are filed, Buyer shall promptly discharge the same, which obligations shall survive any termination of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall indemnify, defend (with counsel reasonably acceptable to Seller) and hold Seller, its constituent members or partners, subsidiaries, parent companies and affiliates, and each of their respective directors, managers, trustees, officers, employees and agents, and each of their successors and assigns (the "**Seller Indemnified Parties**"), harmless from and against any and all claims, actions, suits, demands, losses, damages, liabilities, obligations, judgments, settlements, awards, penalties, costs or expenses (including reasonable attorneys' fees and expenses) (collectively, "**Losses**") arising out of or resulting from Buyer's exercise of its rights of entry upon and inspection and testing of the Property as provided for in this **Section 4** (but excluding any matters resulting from the discovery of any pre-existing condition, except to the extent that Buyer's activities exacerbate any such pre-existing condition). Prior to entering upon the applicable Property for purposes of performing any inspection, Buyer shall provide Seller with evidence of commercial general liability insurance, including broad form contractual liability, from such company and in such amount as Seller may reasonably request, which policy shall name each of Seller and its affiliates (as reasonably designated by Seller) as additional insureds and shall contain a waiver of subrogation clause. This **Section 4.3** shall survive the Closing and any termination of this Agreement.

5. Representations, Warranties and Covenants.

5.1 Seller's Representations and Warranties. Subject to **Section 5.5:**

5.1.1 South Seller represents and warrants to Buyer as to the following matters, as of the Effective Date:

5.1.1.1 Organization and Authority. South Seller is duly organized and in good standing under the laws of the state of its organization. South Seller is qualified to do business in the State of California. South Seller has the power and authority under its organizational documents to sell, transfer, convey and deliver the One Parkside Property and Two Parkside Property. All action and approvals required under South Seller's organizational documents to sell the One Parkside Property and Two Parkside Property have been duly taken and obtained.

5.1.1.2 No Conflict. The execution and delivery of this Agreement, and the consummation of the transactions contemplated by this Agreement, will not result in a breach of any of the terms or provisions of, or constitute a default under, any provision of South Seller's organizational documents.

5.1.1.3 Condemnation. South Seller has not received from any governmental authority any written notice of any pending or threatened condemnation of the One Parkside Property and/or the Two Parkside Property.

5.1.1.4 Litigation. Except as set forth on Exhibit D, South Seller has not been served with any material litigation that remains outstanding, nor does South Seller have any actual knowledge of any material threatened litigation against South Seller with respect to the ownership or operation of the One Parkside Property and/or the Two Parkside Property.

5.1.1.5 Leases. The list of Leases pertaining to the One Parkside Property and Two Parkside Property attached as Exhibit E is materially true, correct and complete as of the Effective Date.

5.1.1.6 Service Contracts. The list of Service Contracts servicing the One Parkside Property and Two Parkside Property attached as Exhibit F-1 is materially true, correct and complete as of the Effective Date.

5.1.1.7 Labor Unions. To South Seller's knowledge, there are no union agreements or collective bargaining agreements in effect covering any employees of South Seller engaged in the operation or maintenance of the One Parkside Property and/or the Two Parkside Property.

5.1.1.8 Notices. Except as disclosed in Exhibit G, South Seller has not received any written notice of any material violation of any law, ordinance, order, regulation or requirement applicable to the One

Parkside Property and/or the Two Parkside Property that remains outstanding.

5.1.1.9 Assignments. To South Seller's knowledge, except as set forth in the Documents, no third party consents are required with respect to the assignment to Buyer of any Intangibles.

As used in this Agreement, phrases such as "to South Seller's knowledge" or "to the best of South Seller's knowledge" (or any derivation thereof) shall mean the conscious actual knowledge (as opposed to constructive, deemed or imputed knowledge) of or receipt of written notice by Chris Cesarz] (the "**Knowledge Party**"), and shall not be construed, by imputation or otherwise, to refer to the knowledge of any other officer, agent, manager, representative or employee of South Seller, any property manager or any of their respective affiliates. There shall be no duty imposed or implied to investigate, inspect or audit any such matters, and there shall be no personal liability on the part of the Knowledge Party.

5.1.2 North Seller represents and warrants to Buyer as to the following matters, as of the Effective Date:

5.1.2.1 Organization and Authority. North Seller is duly organized and in good standing under the laws of the state of its organization. North Seller is qualified to do business in the State of California. North Seller has the power and authority under its organizational documents to sell, transfer, convey and deliver the North River Property. All action and approvals required under North Seller's organizational documents to sell the North River Property have been duly taken and obtained.

5.1.2.2 No Conflict. The execution and delivery of this Agreement, and the consummation of the transactions contemplated by this Agreement, will not result in a breach of any of the terms or provisions of, or constitute a default under, any provision of North Seller's organizational documents.

5.1.2.3 Condemnation. North Seller has not received from any governmental authority any written notice of any pending or threatened condemnation of the North River Property.

5.1.2.4 Litigation. Except as set forth on Exhibit D, North Seller has not been served with any material litigation that remains outstanding, nor does North Seller have any actual knowledge of any material threatened litigation against North Seller with respect to the ownership or operation of the North River Property.

5.1.2.5 Leases. The list of Leases pertaining to the North River Property attached as **Exhibit E** is materially true, correct and complete as of the Effective Date.

5.1.2.6 Service Contracts. The list of Service Contracts servicing the North River Property attached as **Exhibit F-1** is materially true, correct and complete as of the Effective Date.

5.1.2.7 Labor Unions. To North Seller's knowledge, there are no union agreements or collective bargaining agreements in effect covering any employees of North Seller engaged in the operation or maintenance of the North River Property.

5.1.2.8 Notices. Except as disclosed in **Exhibit G**, North Seller has not received any written notice of any material violation of any law, ordinance, order, regulation or requirement applicable to the North River Property that remains outstanding.

5.1.2.9 Assignments. To North Seller's knowledge, except as set forth in the Documents, no third party consents are required with respect to the assignment to Buyer of any Intangibles.

As used in this Agreement, phrases such as "to North Seller's knowledge" or "to the best of North Seller's knowledge" (or any derivation thereof) shall mean the conscious actual knowledge (as opposed to constructive, deemed or imputed knowledge) of or receipt of written notice by the Knowledge Party, and shall not be construed, by imputation or otherwise, to refer to the knowledge of any other officer, agent, manager, representative or employee of North Seller, any property manager or any of their respective affiliates. There shall be no duty imposed or implied to investigate, inspect or audit any such matters, and there shall be no personal liability on the part of the Knowledge Party.

5.2 Representations Remade. As of Closing, and subject to the provisions of **Section 6.1**, South Seller shall be deemed to remake and restate the representations set forth in **Section 5.1.1** and North Seller shall be deemed to remake and restate the representations set forth **Section 5.1.2**, except that the representations shall be updated by delivering written notice to Buyer in order to reflect any fact, matter or circumstance which the Knowledge Party become aware of that would make any such representations untrue or incorrect in any material respect (any such disclosure being referred to as a "Pre-Closing Disclosure"), which Pre-Closing Disclosure shall be subject to **Section 6.1**.

5.3 Seller Covenants.

5.3.1 Operations. South Seller shall manage, maintain and operate the One Parkside Property and the Two Parkside Property in accordance with existing business practices and keep the One Parkside Real Property, the Two Parkside Real Property, the One Parkside

Tangible Personal Property and the Two Parkside Tangible Personal Property in good condition and repair, ordinary wear and tear excepted, and perform when due, and otherwise comply with, all of South Seller's obligations and duties under the One Parkside Leases, the Two Parkside Leases, the One Parkside Service Contracts and the Two Parkside Service Contracts, but in no event shall South Seller be obligated to make any capital repairs, replacements or improvements. North Seller shall manage, maintain and operate the North River Property in accordance with existing business practices and keep the North River Real Property and the North River Tangible Personal Property in good condition and repair, ordinary wear and tear excepted, and perform when due, and otherwise comply with, all of North Seller's obligations and duties under the North River Leases and the North River Service Contracts, but in no event shall North Seller be obligated to make any capital repairs, replacements or improvements.

5.3.2 Leases. Until the expiration of the Due Diligence Period, South Seller may enter into any new One Parkside Leases and/or Two Parkside Leases (or cancel, modify or renew any existing One Parkside Leases and/or Two Parkside Leases) without Buyer's consent, so long as South Seller delivers notice thereof (together with a copy of any new One Parkside Lease, Two Parkside Lease, or modification to a One Parkside Lease or Two Parkside Lease, if applicable) to Buyer prior to the expiration of the Due Diligence Period, and North Seller may enter into any new North River Leases (or cancel, modify or renew any existing North River Leases) without Buyer's consent, so long as North Seller delivers notice thereof (together with a copy of any new North River Lease or modification to a North River Lease, if applicable) to Buyer prior to the expiration of the Due Diligence Period. Subject to the last sentence hereof, after the expiration of the Due Diligence Period, Seller shall not enter into any new Leases, or cancel, materially modify or renew any existing Leases, without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed. If Buyer fails to respond to Seller's request for consent with respect to any such action within three (3) business days after receipt of Seller's request, such consent shall be deemed given. Notwithstanding anything herein to the contrary, during the period from the expiration of the Due Diligence Period through and including the Closing Date (and with respect to clauses (b) and (c) below, for certain periods following the Closing Date pursuant to the provisions of **Section 7.6** below), Seller shall have the right, without Buyer's consent, to enter into (a) a new Lease (the "**CTIC Lease**") with Chicago Title ("**CTIC**"), as tenant, pursuant to which Seller shall lease to CTIC and CTIC shall lease from Seller that certain portion of the One Parkside Property commonly known as Suite 100 for a term of thirty-eight (38) months, (b) a new Lease or a Lease renewal (the "**Suite 100 Lease**") for that certain portion of the North River Property commonly known as Suite 100 (the "**Suite 100 Space**") provided that the terms of the Suite 100 Lease satisfy

the Minimum Leasing Requirements pertaining to the Suite 100 Space set forth on Exhibit O attached hereto (the "**Minimum Leasing Requirements**"), and (c) a new Lease (the "**Suite 360 Lease**") for that certain portion of the North River Property commonly known as Suite 360 (the "**Suite 360 Space**") provided that the terms of the Suite 360 Lease satisfy the Minimum Leasing Requirements pertaining to the Suite 360 Space (if the terms of the Suite 100 Lease and/or the Suite 360 Lease do not satisfy the Minimum Leasing Requirements then Seller shall obtain Buyer's consent as provided hereinabove).

5.3.3 Service Contracts. Until the expiration of the Due Diligence Period, South Seller may enter into any new One Parkside Service Contracts and/or Two Parkside Service Contracts (or cancel, modify or renew any existing One Parkside Service Contracts and/or Two Parkside Service Contracts) without Buyer's consent, so long as South Seller delivers notice thereof (together with a copy of any new One Parkside Service Contract, Two Parkside Service Contract or modification to a One Parkside Service Contract or Two Parkside Service Contract, if applicable) to Buyer prior to the expiration of the Due Diligence Period, and North Seller may enter into any new North River Service Contracts (or cancel, modify or renew any existing North River Service Contracts) without Buyer's consent, so long as North Seller delivers notice thereof (together with a copy of any new North River Service Contract or modification to a North River Service Contract, if applicable) to Buyer prior to the expiration of the Due Diligence Period. After the expiration of the Due Diligence Period, South Seller shall not enter into any new One Parkside Service Contracts or Two Parkside Service Contracts, or cancel, materially modify or renew any existing One Parkside Service Contracts or Two Parkside Service Contracts, without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed (but such consent shall not be required if such new One Parkside Service Contract, Two Parkside Service Contract or modification or renewal of an existing One Parkside Service Contract or Two Parkside Service Contract is cancelable upon not more than thirty (30) days' notice without penalty or fee), and North Seller shall not enter into any new North River Service Contracts, or cancel, materially modify or renew any existing North River Service Contracts, without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed (but such consent shall not be required if such new North River Service Contract or modification or renewal of an existing North River Service Contract is cancelable upon not more than thirty (30) days' notice without penalty or fee). If Buyer fails to respond to Seller's request for consent with respect to any such action within three (3) business days after receipt of Seller's request, such consent shall be deemed given. South Seller agrees to terminate all property management agreements and broker listing agreements effective as of the Closing with respect to the One Parkside Property and the Two Parkside Property (or to modify any such agreements so that they no

longer apply with respect to the One Parkside Property and Two Parkside Property), and North Seller agrees to terminate all property management agreements and broker listing agreements effective as of the Closing with respect to the North River Property (or to modify any such agreements so that they no longer apply with respect to the North River Property). Buyer agrees that if it does not terminate this Agreement in accordance with **Section 4.2**, Buyer shall assume all Service Contracts at Closing; provided, however, the Service Contracts assumed by Buyer at Closing shall expressly exclude the Service Contracts identified in **Exhibit F-2** attached hereto, which Service Contracts shall be terminated with respect to the applicable Property by Seller prior to Closing.

5.3.4 Conveyance. Except as set forth in **Section 5.3.2** and **Section 5.3.3**, between the Effective Date and the Closing Date, South Seller shall not grant to any third party any interest or any right to acquire an interest in the One Parkside Property or the Two Parkside Property or further encumber any of the One Parkside Property or the Two Parkside Property in a manner that would affect the One Parkside Property or the Two Parkside Property after the Closing without the prior written approval of Buyer, which shall not be unreasonably withheld, and North Seller shall not grant to any third party any interest or any right to acquire an interest in the North River Property or further encumber any of the North River Property in a manner that would affect the North River Property after the Closing without the prior written approval of Buyer, which shall not be unreasonably withheld. Between the Effective Date and the Closing Date, South Seller shall not enter into any agreement, formal or informal, for the sale of the One Parkside Property or the Two Parkside Property, and North Seller shall not enter into any agreement, formal or informal, for the sale of the North River Property.

If South Seller fails to perform any of the covenants contained in this **Section 5.3** and such failure has a material adverse effect on the One Parkside Property or the Two Parkside Property, and either Buyer receives written notice from South Seller pursuant to the notice provisions prior to Closing or Buyer otherwise obtains actual knowledge of such failure prior to Closing, Buyer shall have the rights and remedies available to Buyer under **Section 8**, and if Buyer elects to close and consummate the transaction contemplated by this Agreement in lieu of exercising its rights and remedies under **Section 8**, then such default by South Seller shall be deemed to be waived by Buyer at the Closing, and to the extent such default by South Seller is the entering into by South Seller of new Service Contracts or any other agreements in violation of **Section 5.3**, Buyer shall at the Closing accept such agreements. If North Seller fails to perform any of the covenants contained in this **Section 5.3** and such failure has a material adverse effect on the North River Property, and either Buyer receives written notice from North Seller pursuant to the notice provisions prior to Closing or Buyer otherwise obtains actual knowledge of such failure prior to Closing, Buyer shall have the rights and remedies available to Buyer under **Section 8**, and if Buyer elects to

close and consummate the transaction contemplated by this Agreement in lieu of exercising its rights and remedies under **Section 8**, then such default by North Seller shall be deemed to be waived by Buyer at the Closing, and to the extent such default by North Seller is the entering into by North Seller of new Service Contracts or any other agreements in violation of **Section 5.3**, Buyer shall at the Closing accept such agreements.

5.4 Buyer's Representations and Warranties. Subject to Section 5.5, Buyer represents and warrants that:

5.4.1 ERISA. Buyer's rights under this Agreement, the assets it shall use to acquire the Property and, upon its acquisition by Buyer, the Property itself, do not and shall not constitute plan assets within the meaning of 29 C.F.R. §2510.3-101, and Buyer is not a "governmental plan" within the meaning of section 3(32) of the Employee Retirement Income Security Act of 1974, as amended, and the execution of this Agreement and the purchase of the Property by Buyer is not subject to state statutes regulating investments of and fiduciary obligations with respect to governmental plans.

5.4.2 Organization and Authority. Buyer is duly organized, validly existing and in good standing under the laws of the state of its organization. Buyer has the power and authority to perform its obligations hereunder, and all action and approvals required therefor have been duly taken and obtained.

5.4.3 No Conflict. The execution and delivery of this Agreement, and the consummation of the transactions contemplated by this Agreement, will not result in a breach of any of the terms or provisions of, or constitute a default under, any provision of Buyer's organizational documents, or of any laws, rules, codes, ordinances applicable to Buyer or any agreements binding upon Buyer.

5.4.4 No Bankruptcy. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

5.4.5 Enforceability. This Agreement and all documents to be executed pursuant to this Agreement by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms, subject to (a) applicable bankruptcy, insolvency, reorganization,

moratorium and other similar laws affecting the rights of creditors generally and (b) the exercise of judicial discretion in accordance with general principles of equity.

5.4.6 Patriot Act Compliance. Neither Buyer nor any person, group, entity or nation that Buyer is acting, directly or indirectly, for or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and Buyer is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Buyer is not engaging in this transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Buyer have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Buyer is prohibited by law or that the transaction or this Agreement is or will be in violation of law. Buyer has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing.

5.5 Survival. Buyer's right to enforce the representations and warranties set forth in this Agreement, subject to modifications thereto as a result of any Pre-Closing Disclosure and subject to the provisions of **Section 6** and **Section 9**, or in any document delivered by Seller at the Closing, shall survive the Closing, but only as to claims of which Buyer notifies Seller in writing within six (6) months after Closing with respect to those representations and warranties of Seller set forth in this Agreement or in any document delivered in connection with the transaction contemplated by this Agreement (the "**Survival Period**"), and not otherwise. No claim by Buyer following Closing for a breach of any representation or warranty of Seller set forth in this Agreement shall be actionable or payable unless written notice containing a description of the specific nature of such breach or claim shall have been given to Seller prior to the expiration of the Survival Period and an action shall have been commenced in a court having jurisdiction within thirty (30) days after the expiration of the Survival Period, in which case such action shall survive until fully and finally resolved. Seller's right to enforce the representations and warranties set forth in **Section 5.4** shall survive the Closing.

6. CONDITIONS PRECEDENT.

6.1 Accuracy of Seller's Representations and Warranties.

6.1.1 Notwithstanding anything in this Agreement to the contrary, if (a) on the Effective Date, Buyer has actual knowledge that any of Seller's representations or warranties set forth in this Agreement are untrue in any respect, then (i) the breach by Seller of the representations or warranties as to which Buyer has such actual knowledge shall be deemed waived by Buyer, (ii) Seller shall not be in default under this Agreement and shall have no liability to Buyer or its successors or assigns in respect thereof, and (iii) there shall be no failure of a condition precedent as a result thereof, and (b) after the Effective Date and prior to the expiration of the Due Diligence Period, Buyer obtains actual knowledge that any of South Seller's representations or warranties set forth in this Agreement are untrue or inaccurate in a manner that has a material adverse effect on the One Parkside Property and/or the Two Parkside Property taken as a whole or any of North Seller's representations or warranties set forth in this Agreement are untrue or inaccurate in a manner that has a material adverse effect on the North River Property taken as a whole, then Buyer must provide the applicable Seller a written notice (a "**Variance Notice**"), and, in the Variance Notice, specify the factors rendering or likely to render such representation and warranty inaccurate (the "**Variance**"). Within ten (10) days of receiving a Variance Notice, the applicable Seller shall deliver to Buyer written notice stating whether such Seller has elected to cure the underlying facts or circumstances causing the Variance (it being agreed that the failure to deliver such notice shall be deemed such Seller's election not to cure the Variance). If the applicable Seller elects to cure the Variance, such Seller will exercise reasonable efforts to effectuate the cure on or before the Closing and the Closing may be delayed by such Seller as reasonably necessary while it attempts to cure the same. If the applicable Seller elects not to or ultimately fails to cure such Variance in a manner acceptable to Buyer in its commercially reasonable discretion, then the provisions of **Section 6.1.3** below shall be applicable. For purposes of this **Section 6.1.1**, Buyer shall be deemed to have or to have obtained actual knowledge (after the Effective Date) of any such matter or thing if such matter or thing (w) is set forth in any Document delivered to Buyer, (x) was set forth in any written studies or reports furnished to or obtained by Buyer including, without limitation, the Title and Survey and any environmental reports, (y) was set forth in any letter, memorandum, or other written communication provided to Buyer or Buyer's attorneys, or (z) was otherwise within the actual knowledge of Buyer. If Buyer does not provide a Variance Notice covering the matters described in this **Section 6.1.1** prior to the expiration of the Due Diligence Period, then (i) the breach by the applicable Seller of the representations or warranties as to which Buyer has such actual knowledge shall be deemed waived by Buyer, (ii) such Seller shall not be in default under this Agreement and shall have no liability to Buyer or its successors or assigns in respect thereof, and (iii) there shall be no failure of a condition precedent as a result thereof. Buyer shall not be required to provide a

Variance Notice if Buyer elects to terminate this Agreement pursuant to Section 4.2 during the Due Diligence Period.

6.1.2 If at any time after the expiration of the Due Diligence Period and prior to the Closing, Seller or Buyer obtains actual knowledge that any of the representations and warranties by either Seller in this Agreement are no longer accurate in a manner that has a material adverse effect on the Property owned by such Seller taken as a whole (or will not be accurate in any such material respect at the Closing, as the case may be) except (i) as may result from actions taken in compliance with the provisions of this Agreement and (ii) except for those set forth in Section 6.1.1, such party shall promptly deliver a Variance Notice to the other party specifying the Variance. Buyer acknowledges it shall have no right to send a Variance Notice with respect to any item covered by Section 6.1.1. Within ten (10) days of delivering or receiving a Variance Notice, the applicable Seller shall deliver to Buyer written notice indicating whether such Seller has elected to cure the underlying facts or circumstances causing the Variance (it being agreed that the failure to deliver such notice shall be deemed such Seller's election not to cure the Variance). If the applicable Seller elects to cure the Variance, such Seller will exercise reasonable efforts to effectuate the cure on or before the Closing and the Closing may be delayed by such Seller as reasonably necessary while it attempts to cure the same. If the applicable Seller elects not to or ultimately fails to cure such Variance in a manner acceptable to Buyer in its commercially reasonable discretion, then the provisions of Section 6.1.3 shall be applicable.

6.1.3 If the applicable Seller elects not to, or fails to, cure a Variance (in a manner acceptable to Buyer in its commercially reasonable discretion), this Agreement shall (at the sole election of Buyer exercisable by written notice to Seller delivered not later than five (5) business days after notification that such Seller has elected not to, or failed to, cure such Variance) be terminated with respect to the affected Property only, whereupon (a) the Deposit shall either be returned to Buyer if Buyer elects to terminate this Agreement as to all of the One Parkside Property, the Two Parkside Property and North River Property pursuant to this Section 6.1.3, or if Buyer elects to terminate this Agreement pursuant to this Section 6.1.3 as to only one of the One Parkside Property, the Two Parkside Property and/or North River Property, or any two thereof, retained by Seller for application as a payment toward the Purchase Price for the remaining Property(ies), (b) the Purchase Price shall be reduced by the amount allocated in Section 2 above to the Property(ies) for which this Agreement is so terminated, (c) Seller shall not be deemed to be in default under this Agreement, and (d) the parties shall have no further rights or obligations under this Agreement as to any Property(ies) for which this Agreement is so terminated except for those rights or obligations that expressly survive a termination of this Agreement. However, if Buyer

does not terminate this Agreement, the representations and warranties in this Agreement shall be deemed to be modified by the Variance (unless the representation was knowingly and intentionally made by the applicable Seller and was originally untrue when made by such Seller and is disclosed after the expiration of the Due Diligence Period), there shall be no failure of a condition precedent as a result thereof, and there shall be no adjustment to the Purchase Price.

6.2 Conditions Precedent to Buyer's Obligations.

6.2.1 Title Policy. As a condition to Buyer's obligation to consummate the transaction contemplated by this Agreement, provided that Buyer has complied with all requirements of the Title Company, the Title Company shall be committed to issue to Buyer at Closing a standard Owner's Policy of Title Insurance (or, if Buyer obtains an Updated Survey, an ALTA extended coverage title policy) for each Property in the amount of the portion of the Purchase Price allocated to such Property in **Section 2** above, showing title to the applicable Property vested in Buyer and subject only to the Permitted Exceptions (the "**Title Policy**").

6.2.2 Tenant Estoppel Certificates. As a condition to Buyer's obligation to consummate the transaction contemplated by this Agreement, (a) South Seller shall have delivered to Buyer, on or before the date that is two (2) business days prior to the Closing Date (the "**Estoppel Delivery Date**"), an Estoppel Certificate in the form of **Exhibit N-1** attached hereto or in the form a tenant is required to deliver pursuant to the terms of its Lease (as applicable, a "**Tenant Estoppel Certificate**") from tenants leasing not less than seventy percent (70%) of the leased rentable square footage of the One Parkside Improvements, (b) South Seller shall have delivered to Buyer, on or before the Estoppel Delivery Date, a Tenant Estoppel Certificate from tenants leasing not less than seventy percent (70%) of the leased rentable square footage of the Two Parkside Improvements, and (c) North Seller shall have delivered to Buyer, on or before the Estoppel Delivery Date, a Tenant Estoppel Certificate from tenants leasing not less than seventy percent (70%) of the leased rentable square footage of the North River Improvements (collectively, the "**Estoppel Delivery Requirement**"). If either Seller is unable to timely deliver to Buyer the appropriate number of Tenant Estoppel Certificates to satisfy the Estoppel Delivery Requirement by the Estoppel Delivery Date, such Seller may, but without any obligation to do so, deliver to Buyer on or before the Estoppel Delivery Date, in lieu of a Tenant Estoppel Certificate executed by such tenant(s), the necessary number of Tenant Estoppel Certificates executed by the applicable Seller (a "**Seller Estoppel**"), in substantially the form attached hereto as **Exhibit N-2**, in order to satisfy the Estoppel Delivery Requirement. The Seller Estoppels executed by the applicable Seller shall be subject to the limitations contained in **Sections 5.1, 5.5, and 9** of this Agreement, and

shall be deemed automatically null and void upon the delivery of a Tenant Estoppel Certificate from the tenant for whom such Seller delivered a Seller Estoppel. To the extent that a Tenant Estoppel Certificate is a Non-Complying Estoppel Certificate (as defined below), Buyer shall have two (2) business days after receipt of such Non-Complying Estoppel Certificate to approve or reasonably disapprove such Non-Complying Estoppel Certificate so received (and the failure to do so within such 2-business day period shall constitute approval thereof). A Tenant Estoppel Certificate shall be a "**Non-Complying Estoppel Certificate**" if it (i) discloses material adverse economic terms of the applicable Lease that were not disclosed to Buyer (whether in the applicable Lease or any other document delivered to Buyer) prior to the date of the delivery of such Tenant Estoppel Certificate to Buyer, or (ii) alleges a material default of the applicable Seller (as landlord) under such Lease. Buyer shall have no right to disapprove any Tenant Estoppel Certificate unless such Tenant Estoppel Certificate is a Non-Complying Estoppel Certificate. If either Seller is unable to satisfy the Estoppel Delivery Requirement by the Estoppel Delivery Date, Buyer may elect to (A) terminate the Agreement and the escrow (the "**Escrow**") pursuant to **Section 6.3** below, or (B) waive such condition and proceed to the Closing without credit, deduction or offset.

6.2.3 CTIC Lease. As a condition to Buyer's obligation to purchase the One Parkside Property, only, Seller shall enter into the CTIC Lease. If the condition precedent set forth in this **Section 6.2.3** is not timely satisfied, then Seller may, if Seller so elects and without any abatement in the Purchase Price, upon written notice to Buyer given at least two (2) business days prior to the then-scheduled Closing Date, adjourn the then-scheduled Closing Date with respect to the One Parkside Property one (1) time for a period determined by Seller but not to exceed sixty (60) days, and Seller and Buyer shall proceed to Closing with respect to the Two Parkside Property and North River Property. In such event, (a) a portion of the Deposit shall be applied to the Purchase Price upon the Closing of the Two Parkside Property and North River Property, which portion shall be calculated by multiplying the Deposit by a fraction, the numerator of which is the applicable Purchase Price for the Two Parkside Property and the North River Property and the denominator of which is \$44,350,000.00, and (b) a portion of the Deposit shall remain in Escrow, which portion shall be calculated by multiplying the Deposit by a fraction, the numerator of which is the applicable Purchase Price for the One Parkside Property and the denominator of which is \$44,350,000.00. If Seller does not elect such extension or, after any such extension, the condition precedent set forth in this **Section 6.2.3** continues not to be satisfied, then, in either case, Buyer may elect, in Buyer's sole and absolute discretion, to either (i) waive such condition precedent, in which event Seller and Buyer shall proceed to Closing with respect to the One Parkside Property, or (ii) terminate this Agreement with respect to the One

Parkside Property, only, in which event the remaining Deposit in Escrow pertaining to the One Parkside Property shall be returned to Buyer, Seller and Buyer shall each pay one-half (1/2) of any Escrow cancellation fees or charges related to the termination of this Agreement with respect to the One Parkside Property, and except for Buyer's indemnity and confidentiality obligations under the Agreement that expressly survive termination of the Agreement, the parties shall have no further rights or obligations to one another under this Agreement as to the One Parkside Property.

6.2.4 County Approval. As a condition to Seller's obligation to sell the North River Property, only, Seller shall obtain approval of said sale by the County of San Bernardino, in its capacity as a tenant of the North River Property. If the condition precedent set forth in this **Section 6.2.4** is not timely satisfied, then Seller may, if Seller so elects and without any abatement in the Purchase Price, upon written notice to Buyer given at least two (2) business days prior to the then-scheduled Closing Date, adjourn the then-scheduled Closing Date with respect to the North River Property one (1) time for a period determined by Seller but not to exceed sixty (60) days, and Seller and Buyer shall proceed to Closing with respect to the One Parkside Property and Two Parkside Property. In such event, (a) a portion of the Deposit shall be applied to the Purchase Price upon the Closing of the Two Parkside Property and One Parkside Property (as applicable), which portion shall be calculated by multiplying the Deposit by a fraction, the numerator of which is the applicable Purchase Price for the Two Parkside Property and the One Parkside Property (as applicable) and the denominator of which is \$44,350,000.00, and (b) a portion of the Deposit shall remain in Escrow, which portion shall be calculated by multiplying the Deposit by a fraction, the numerator of which is the applicable Purchase Price for the North River Property and the denominator of which is \$44,350,000.00. If Seller does not elect such extension or, after any such extension, the condition precedent set forth in this **Section 6.2.4** continues not to be satisfied, then, in either case, this Agreement shall terminate with respect to the North River Property, only, in which event the remaining Deposit in Escrow pertaining to the North River Property shall be returned to Buyer, Seller and Buyer shall each pay one-half (1/2) of any Escrow cancellation fees or charges related to the termination of this Agreement with respect to the North River Property, and except for Buyer's indemnity and confidentiality obligations under the Agreement that expressly survive termination of the Agreement, the parties shall have no further rights or obligations to one another under this Agreement as to the North River Property.

6.3 Failure of Conditions Precedent to Buyer's Obligations. Buyer's obligations with respect to the transactions contemplated by this Agreement are subject to the satisfaction of the conditions precedent to such obligations for Buyer's benefit set forth in **Section 6**. If Buyer terminates this Agreement as to some but not all

of the Properties by notice to Seller because of the failure of a condition precedent (including pursuant to **Section 6.2.3** above), then the Deposit shall be retained by Seller for application as a payment toward the Purchase Price for the remaining Property(ies), Seller and Buyer shall each pay one-half (1/2) of any Escrow cancellation fees or charges related to the termination of this Agreement with respect to the Property(ies) for which this Agreement is so terminated, and except for Buyer's indemnity and confidentiality obligations under the Agreement that expressly survive termination of the Agreement, the parties shall have no further rights or obligations to one another under this Agreement as to the Property(ies) with respect to which this Agreement is so terminated. If Buyer terminates this Agreement as to all of the Properties by notice to Seller because of the failure of a condition precedent pertaining to all of the Properties, then Escrow Holder shall return the Deposit to Buyer (plus interest accrued on the Deposit only while held by Escrow Holder) in accordance with Buyer's written instructions within five (5) business days following Buyer's delivery of such written termination notice to Seller and Escrow Holder, Seller and Buyer shall each pay one-half (1/2) of any Escrow cancellation fees or charges, and except for Buyer's indemnity and confidentiality obligations under the Agreement that expressly survive termination of the Agreement, the parties shall have no further rights or obligations to one another under this Agreement.

6.4 Conditions Precedent to Seller's Obligations. The Close of Escrow and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to the timely satisfaction or waiver of the following conditions: Buyer shall have duly performed its obligations hereunder in all material respects, and Buyer's representations and warranties set forth in this Agreement shall be true and correct in all material respects as of the Closing Date as if made on and as of the Closing Date. Without limitation of the foregoing, Buyer shall have timely delivered the Purchase Price pursuant to the provisions of **Section 2** above.

7. Close of Escrow/Closing. For purposes of this Agreement, the "Close of Escrow" or the "Closing" shall mean the date on which the Deed (as defined in **Section 7.1(c)** below) is recorded in the official records of the county where the Land is located (the "Official Records"), or if (at Seller's election) the Closing occurs on a "gap closing" basis, the date on which Escrow Holder receives from Buyer and Seller all funds and documents required to be delivered hereunder to Escrow Holder, Buyer and Seller have authorized Escrow Holder to close this transaction, all funds to be disbursed to Seller pursuant to **Section 7.3.8** below have been delivered to Seller (via wire transfer or otherwise), and Escrow Holder confirms that the Closing has occurred. The Close of Escrow shall occur on the Closing Date. Buyer's and Seller's failure to perform their respective obligations under this **Section 7**, including, without limitation, the timely delivery by Buyer of the balance of the Purchase Price, shall constitute a material and non-curable default under this Agreement by the applicable party.

7.1 Seller's Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Escrow Holder the following:

(a) one (1) original of a Grant Deed conveying the One Parkside Real Property to Buyer, substantially in the form of Exhibit H attached hereto (the "**One Parkside Deed**");

(b) one (1) original of a Grant Deed conveying the Two Parkside Real Property to Buyer, substantially in the form of Exhibit H attached hereto (the "**Two Parkside Deed**");

(c) one (1) original of a Grant Deed conveying the North River Real Property to Buyer, substantially in the form of Exhibit H attached hereto (the "**North River Deed**", and together with the One Parkside Deed and the Two Parkside Deed, collectively, the "**Deed**");

(d) two (2) original counterparts of an Assignment and Assumption of Leases with respect to South Seller's interest in the One Parkside Leases, substantially in the form of Exhibit I attached hereto (the "**One Parkside Lease Assignment**");

(e) two (2) original counterparts of an Assignment and Assumption of Leases with respect to South Seller's interest in the Two Parkside Leases, substantially in the form of Exhibit I attached hereto (the "**Two Parkside Lease Assignment**");

(f) two (2) original counterparts of an Assignment and Assumption of Leases with respect to North Seller's interest in the North River Leases, substantially in the form of Exhibit I attached hereto (the "**North River Lease Assignment**", and together with the One Parkside Lease Assignment and the Two Parkside Lease Assignment, collectively, the "**Lease Assignment**");

(g) two (2) original counterparts of a General Assignment and Assumption with respect to South Seller's interest in the One Parkside Service Contracts and the One Parkside Intangibles, substantially in the form of Exhibit J attached hereto (the "**One Parkside General Assignment**");

(h) two (2) original counterparts of a General Assignment and Assumption with respect to South Seller's interest in the Two Parkside Service Contracts and the Two Parkside Intangibles, substantially in the form of Exhibit J attached hereto (the "**Two Parkside General Assignment**");

(i) two (2) original counterparts of a General Assignment and Assumption with respect to North Seller's interest in the North River Service Contracts and the North River Intangibles, substantially in the form of Exhibit J attached hereto (the "**North River General Assignment**", and together with the One Parkside General Assignment

and the Two Parkside General Assignment, collectively, the "**General Assignment**";

(j) one (1) original Bill of Sale conveying the One Parkside Tangible Personal Property to Buyer, substantially in the form of Exhibit K attached hereto (the "**One Parkside Bill of Sale**");

(k) one (1) original Bill of Sale conveying the Two Parkside Tangible Personal Property to Buyer, substantially in the form of Exhibit K attached hereto (the "**Two Parkside Bill of Sale**");

(l) one (1) original Bill of Sale conveying the North River Tangible Personal Property to Buyer, substantially in the form of Exhibit K attached hereto (the "**North River Bill of Sale**", and together with the One Parkside Bill of Sale and the Two Parkside Bill of Sale, collectively, the "**Bill of Sale**");

(m) a notice letter signed by South Seller addressed to each tenant under a One Parkside Lease and vendor under a One Parkside Service Contract assumed by Buyer, substantially in the form of Exhibit L (each, a "**One Parkside Notice Letter**"), advising such tenants and vendors (i) of the sale of the One Parkside Property to Buyer, (ii) the transfer of any tenant's security deposit to Buyer, and (ii) directing that all future rent payments and other charges under the One Parkside Leases and/or One Parkside Service Contracts assumed by Buyer (as the case may be) be forwarded to Buyer at an address to be supplied by Buyer;

(n) a notice letter signed by South Seller addressed to each tenant under a Two Parkside Lease and vendor under a Two Parkside Service Contract assumed by Buyer, substantially in the form of Exhibit L (each, a "**Two Parkside Notice Letter**"), advising such tenants and vendors (i) of the sale of the Two Parkside Property to Buyer, (ii) the transfer of any tenant's security deposit to Buyer, and (ii) directing that all future rent payments and other charges under the Two Parkside Leases and/or Two Parkside Service Contracts assumed by Buyer (as the case may be) be forwarded to Buyer at an address to be supplied by Buyer;

(o) a notice letter signed by North Seller addressed to each tenant under a North River Lease and vendor under a North River Service Contract assumed by Buyer, substantially in the form of Exhibit L (each, a "**North River Notice Letter**" and together with each One Parkside Notice Letter, and each Two Parkside Notice Letter, collectively, the "**Notice Letter**"), advising such tenants and vendors (i) of the sale of the North River Property to Buyer, (ii) the transfer of any tenant's security deposit to Buyer, and (ii) directing that all future rent payments and other charges under the North River Leases and/or North River Service Contracts assumed by Buyer (as the case may be) be forwarded to Buyer at an

address to be supplied by Buyer. Notwithstanding anything in subsections (m), (n) and this subsection (o) to the contrary, the Notice Letters shall not be delivered through Escrow but shall be sent by the applicable Seller directly to the tenants and vendors (as applicable) on the Closing;

(p) one (1) original of a Certificate of Non-Foreign Status, substantially in the form of **Exhibit M** attached hereto (the "**One Parkside FIRPTA**");

(q) one (1) original of a Certificate of Non-Foreign Status, substantially in the form of **Exhibit M** attached hereto (the "**Two Parkside FIRPTA**");

(r) one (1) original of a Certificate of Non-Foreign Status, substantially in the form of **Exhibit M** attached hereto (the "**North River FIRPTA**");

(s) a California Form 593-C certificate (the "**One Parkside 593-C**");

(t) a California Form 593-C certificate (the "**Two Parkside 593-C**");

(u) a California Form 593-C certificate (the "**North River 593-C**", and together with the One Parkside 593-C, the Two Parkside 593-C, the One Parkside FIRPTA, the Two Parkside FIRPTA and the North River FIRPTA, collectively, the "**Tax Certificates**");

(v) If Seller has not entered into the Suite 360 Lease on or before the Closing Date and/or if Seller has not entered into the Suite 100 Lease on or before the Closing Date, one (1) original of the Rent Guaranty Escrow Agreement (as defined in **Section 7.6** below);

(w) one (1) Closing Statement (as defined in **Section 7.4**);

(x) such transfer tax forms as are required by law, if any (the "**Transfer Documents**");

(y) an owner's affidavit with respect to the One Parkside Property in a form mutually acceptable to South Seller and the Title Company;

(z) an owner's affidavit with respect to the Two Parkside Property in a form mutually acceptable to South Seller and the Title Company;

(aa) an owner's affidavit with respect to the North River Property in a form mutually acceptable to North Seller and the Title Company; and

(bb) such authorizing documents of either Seller as shall be reasonably required by the Title Company to evidence each Seller's authority to consummate the transactions contemplated by this Agreement.

Within five (5) business days following the Closing Date, to the extent available and applicable, Seller shall deliver to Buyer the originals (or copies, if Seller does not have originals) of the Leases, the Service Contracts assumed by Buyer and the Intangibles (all of which, to the extent at any of the Properties, shall be left at such Property, and if not at one of the Properties, shall be delivered to such address as Buyer may elect).

7.2 Buyer's Closing Deliveries. At least one (1) business day prior to the Closing Date, Buyer shall deliver or cause to be delivered to Escrow Holder the following:

(a) two (2) original counterparts of the One Parkside Lease Assignment, duly executed by Buyer;

(b) two (2) original counterparts of the Two Parkside Lease Assignment, duly executed by Buyer;

(c) two (2) original counterparts of the North River Lease Assignment, duly executed by Buyer;

(d) two (2) original counterparts of the One Parkside General Assignment, duly executed by Buyer;

(e) two (2) original counterparts of the Two Parkside General Assignment, duly executed by Buyer;

(f) two (2) original counterparts of the North River General Assignment, duly executed by Buyer;

(g) If Seller has not entered into the Suite 360 Lease on or before the Closing Date and/or if Seller has not entered into the Suite 100 Lease on or before the Closing Date, one (1) original of the Rent Guaranty Escrow Agreement;

(h) one (1) Closing Statement, duly executed by Buyer;

(i) the Transfer Documents (if any);

(j) the Cash Balance and such additional funds, if any, necessary to comply with Buyer's obligations hereunder regarding prorations, credits, costs and expenses; and

(k) such evidence of Buyer's due formation, valid existence, good standing, power, authority, authorization and due execution and delivery as Seller and the Title Company may reasonably request.

7.3 Deliveries Upon Close of Escrow. Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following:

7.3.1 Tax Filings. The Title Company shall file the information returns for the sale of each Property required by Section 6045 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder;

7.3.2 Prorations. Prorate all matters referenced in **Section 7.4** below based upon the statement delivered into Escrow signed by the parties;

7.3.3 Recording. Cause (on a gap basis or otherwise) the Deed and any other documents which the parties hereto may direct, to be recorded in the Official Records in the order directed by the parties;

7.3.4 Buyer Funds. Disburse from funds deposited by Buyer with Escrow Holder towards payment of all items and costs (including, without limitation, the Purchase Price) chargeable to the account of Buyer pursuant hereto in payment of such items and costs and disburse the balance of such funds, if any, to Buyer;

7.3.5 Documents to Seller. Deliver to Seller counterpart originals of each Lease Assignment and each General Assignment executed by Buyer, a conformed recorded copy of each recorded Deed, and a copy of each Tax Certificate and Bill of Sale;

7.3.6 Documents to Buyer. Deliver to Buyer an original of each Tax Certificate, and counterpart originals of each Lease Assignment, Bill of Sale and General Assignment appropriately executed by Seller, a conformed recorded copy of each Deed, and, when issued, each Title Policy;

7.3.7 Title Policy. Direct the Title Company to issue each Title Policy to Buyer; and

7.3.8 Seller Funds. Deduct all items chargeable to the account of Seller pursuant to **Section 7.8** below. If, as the result of the net prorations and credits pursuant to **Section 7.4** below, amounts are to be charged to the account of Seller, deduct the total amount of such charges (unless Seller elects to deposit additional funds for such items in Escrow); and if amounts are to be credited to the account of Seller, disburse such amounts to Seller, or in accordance with Seller's instructions, at Close of Escrow. Disburse the Purchase Price to Seller, or as otherwise directed

by Seller, promptly upon the Close of Escrow in accordance with Seller's wire transfer instructions.

7.4 Closing Prorations and Adjustments. Seller shall prepare, or shall have Escrow Holder prepare under Seller's direction, a statement of the prorations and adjustments required by this Agreement (the "**Closing Statement**"), and submit it to Buyer for approval at least one business day prior to the Closing Date. The Closing Statement may be signed in facsimile or .pdf counterparts on the Closing Date. The items listed below are to be equitably prorated or adjusted as of 12:01 A.M. local time at the Real Property on the Closing Date, it being understood that for purposes of prorations and adjustments, Buyer shall be deemed the owner of each Property on such day and Seller shall be deemed the owner of each Property prior to such day.

7.4.1 Rents. All rents (including all accrued tax and operating expense pass-throughs), charges and revenue of any kind receivable from the Leases will be prorated at Closing. Seller will receive all rents (including all accrued tax and operating expense pass-throughs), charges and other revenue of any kind receivable from the Leases up to, but not including, the Closing Date. Buyer will receive all rents (including all accrued tax and operating expense pass-throughs), charges and other revenue of any kind receivable from the Leases from and after the Closing Date. No proration will be made with respect to any delinquent rents of any kind receivable from the Leases for any period before Closing. Although no adjustments shall be made in Seller's favor for any delinquent rents as of the Closing Date, Buyer shall pay Seller such delinquent rents as and when collected by Buyer. Seller will retain all ownership rights relating to any delinquent rents, and if Buyer has not collected all delinquent rents within 60 days from the Closing Date, then Seller may take such action as it deems necessary to collect such delinquent rents, including the commencement of an action against the tenant(s) under the Leases or any other person liable for such delinquent rents, but not including any action for unlawful detainer or other action seeking to terminate such tenant's occupancy of its premises. If operating expenses and other charges and expenses are payable by tenants under the Leases (collectively, the "**Tenant Charges**") on an estimated basis, then the Tenant Charges for the period of time prior to the Closing shall be reconciled against actual charges and expenses for such period, provided that such reconciliation shall not be performed until ninety (90) days following the end of the calendar year in which the Closing occurs (the "**Reconciliation Period**"). Buyer shall perform such final reconciliation and forward the same to Seller on or before the end of the Reconciliation Period for Seller's review and approval in Seller's reasonable discretion. If the final reconciliation shows that Seller owes Buyer additional sums, Seller shall deliver such amount to Buyer within ten (10) days after Seller's approval of the final reconciliation from Buyer. If the final reconciliation shows that Buyer owes Seller additional sums, Buyer shall pay such amount to Seller within ten (10) days after Seller's approval of the final

reconciliation. Other than as set forth above, there shall not be any further reconciliation of the Tenant Charges after the final reconciliation, the proration of such Tenant Charges pursuant to the final reconciliation being conclusively presumed to be accurate. After the final reconciliation of the Tenant Charges is made by and between the parties, Buyer shall be solely liable and responsible to the tenants under the Leases for such reconciliation of the Tenant Charges under the Leases. The foregoing covenants made by the parties with respect to the final reconciliation of the Tenant Charges shall survive the Closing.

7.4.2 Security Deposits. Buyer shall be credited and Seller shall be charged with the balance of the security deposits then held by Seller under the Leases. If Seller holds any letters of credit as a tenant security deposit, then prior to the Closing, Seller shall (i) execute and deliver to Escrow Holder such assignment and/or transfer documents as may be called for under such letters of credit for the transfer of such letters of credit to Buyer, and (ii) at Buyer's option, either deliver into Escrow or deliver to Buyer, upon confirmation of the Closing, the originals of such letters of credit. Buyer shall be responsible for the amount of the transfer fee (if any) required under such letters of credit.

7.4.3 Taxes. Real estate and personal property taxes and assessments and other state, county and municipal taxes (other than transfer taxes), charges and assessments (collectively, "Real Estate Taxes") for the Current Tax Year (as defined below) shall be prorated. The current fiscal year of the applicable taxing authority in which the Closing Date occurs is referred to in this **Section 7.4.3** as the "Current Tax Year". Real Estate Taxes for any Current Tax Year shall be prorated on a per diem basis based upon the number of days in such Current Tax Year prior to the Closing Date (which shall be allocated to Seller) and the number of days in such Current Tax Year from and after the Closing Date (which shall be allocated to Buyer). Seller shall provide Buyer with a credit for all Real Estate Taxes with respect to tax years prior to the Current Tax Year which are not yet due and payable, if any. To the extent that Seller has paid, prior to Closing, Real Estate Taxes for any Current Tax Year, such Real Estate Taxes shall be prorated between Seller and Buyer at the Closing. If the current tax bill is not available at the Closing, then the proration shall be made on the basis of the most recent ascertainable tax bill. Any Real Estate Taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If Real Estate Taxes for the Current Tax Year have been determined but have not been paid before Closing, Seller shall be charged and Buyer credited at the Closing with an amount equal to that portion of such Real Estate Taxes which relates to the period on and before the date of Closing, and Buyer shall pay the Real Estate Taxes prior to the same becoming delinquent. Buyer indemnifies, protects, defends and holds Seller and the Seller Indemnified Parties harmless from and against any and all Losses that

any or all of Seller or the Seller Indemnified Parties actually suffers and incurs as a result of the failure by Buyer to timely pay such Real Estate Taxes.

7.4.4 Utility Deposits. Seller shall receive a credit at the Closing in the amount of all refundable cash or other deposits posted with utility companies servicing the Property which are duly assigned to Buyer at the Closing or which remain in place for the benefit of Buyer.

7.4.5 Utilities. Water, electric, telephone and all other utility and fuel charges, fuel on hand (at cost plus sales tax), and any other payments to utility companies shall be prorated. If possible, utility prorations will be handled by final meter readings on the Closing Date. If final readings are not possible, or if any such charges are not separately metered, such charges will be prorated based on the most recent period for which costs are available.

7.4.6 Service Contracts. Amounts due and prepayments under the Service Contracts assumed by Buyer shall be prorated.

7.4.7 Fees Payable. To the extent applicable, license and permit fees, and similar fees and expenses of operation which are disclosed to Buyer prior to the expiration of the Due Diligence Period shall be prorated.

7.4.8 Other Items. All other items customarily apportioned in connection with the sale of similar properties similarly located shall be prorated.

If any item of income or expense set forth in this **Section 7.4** is subject to final adjustment after Closing, then Seller and Buyer shall make, and each shall be entitled to, an appropriate reparation to each such item promptly when accurate information becomes available. Any amounts due from one party to the other as a result of such reparation shall be paid promptly in cash to the party entitled thereto. Seller and Buyer agree to make available to each other for review such records as are necessary to complete such reparations. The foregoing provisions of this **Section 7.4** shall survive the Closing for a period of one year.

7.5 Leasing Costs.

7.5.1 Seller agrees to pay or discharge at or prior to Closing, or, at Seller's option, to credit Buyer as of Closing an amount equal to (in which case Buyer shall assume in the Lease Assignment the obligation to pay or discharge same), all unpaid tenant improvement work or allowances and third-party leasing commissions incurred in order to induce a tenant to enter into a Lease or Lease renewal, extension or expansion (collectively, "**Leasing Costs**") to the extent such Leasing Costs: (a) have accrued prior to Closing and pertain to (i) Leases in force as of or prior to the

Effective Date, and/or (ii) renewals, extensions or expansions of Leases exercised as of or prior to the Effective Date; (b) constitute Initial Occupancy Leasing Costs (as defined below), whether or not accrued prior to Closing; and/or (c) constitute Initial Occupancy Leasing Costs that pertain to the Suite 100 Lease if and to the extent Seller enters into the Suite 100 Lease prior to Closing, regardless of when such Leasing Costs accrue; and/or (d) constitute Initial Occupancy Leasing Costs that pertain to the Suite 360 Lease if and to the extent Seller enters into the Suite 360 Lease prior to Closing, regardless of when such Leasing Costs accrue. Seller shall additionally: (1) provide a credit to Buyer at Closing in the amount of \$950,000.00 to help Buyer pay for future Leasing Costs associated with the leasing of the One Parkside Property (if the One Parkside Property does not close with the Two Parkside Property and North River Property, such credit shall be provided upon the Closing for the One Parkside Property); (2) provide a credit to Buyer at Closing in the amount of \$2,500,000.00 to help Buyer pay for future Leasing Costs associated with the leasing of the Two Parkside Property; and (3) if and only if Seller has not entered into the Suite 360 Lease on or before the Closing Date, provide a credit to Buyer at Closing in the amount of \$940,000.00 to help Buyer pay for future Leasing Costs associated with the Suite 360 Space. For purposes hereof, the "Initial Occupancy Leasing Costs" shall mean those Leasing Costs that are in the nature of tenant improvement work or allowances and third-party leasing commissions pertaining to the initial occupancy for the initial lease term of (x) the initial premises leased by the tenants under and pursuant to the Leases executed as of or prior to the Effective Date (including Suite 200 located at the North River Property), and/or (y) any expansion space leased by tenants under any expansion options pursuant to such Leases to the extent the same are exercised as of or prior to the Effective Date. All such Leasing Costs that Seller is obligated to pay or discharge at or prior to Closing, or which Seller elects to credit Buyer as of Closing (together with the credits set forth in clauses (1), (2) and (3) [if applicable] above), shall be referred to herein, collectively, as "Seller's Leasing Costs".

7.5.2 Subject to Seller's obligations to pay Seller's Leasing Costs in Section 7.5.1 above, Seller shall have no obligation to pay or credit Buyer for, and as of Closing Buyer shall assume in the Lease Assignment the obligation to pay, all Leasing Costs: (i) payable with respect to any option to renew or extend or option to expand that has not been exercised as of or prior to the Effective Date; (ii) that first accrue after the date of Closing with respect to Leases in force as of or prior to the Effective Date (other than the Initial Occupancy Leasing Costs); and/or (iii) incurred with respect to Leases and Lease renewals, extensions and expansions executed and/or exercised subsequent to the Effective Date (except as expressly provided otherwise in Section 7.5.2(c) and (d)). Notwithstanding anything to the contrary contained herein, to the extent

that as of the Closing Seller has paid any such Leasing Costs which Buyer is otherwise responsible for and/or obligated to assume after the Closing in accordance with the foregoing, Buyer shall reimburse Seller therefor at Closing as part of the prorations, in which case such amounts so paid by Buyer to Seller shall no longer be assumed by Buyer in the Lease Assignment. All such Leasing Costs that Buyer is obligated to assume and pay for in the Lease Assignment pursuant to the foregoing provisions of this **Section 7.5.2**, shall be referred to herein, collectively, as "**Buyer's Leasing Costs**".

7.6 Post-Closing Lease-Up Period; Rent Guaranty Escrow Agreement. If Seller has not entered into (a) the Suite 100 Lease prior to Closing, then Seller has the exclusive right to negotiate a lease for the Suite 100 Space during the period commencing on the Closing Date and continuing until the date that is eighteen (18) months thereafter (the "**Suite 100 Post-Closing Lease-Up Period**") without Buyer's consent, and Buyer agrees that if Seller presents the Suite 100 Lease to Buyer and the terms of the Suite 100 Lease satisfy the Minimum Leasing Requirements pertaining to the Suite 100 Lease then Buyer shall promptly execute the Suite 100 Lease, as landlord (if the terms of the Suite 100 Lease do not satisfy the Minimum Leasing Requirements pertaining thereto then Seller shall obtain Buyer's consent to the Suite 100 Lease, which consent shall not be unreasonably withheld or delayed [if Buyer fails to respond to Seller's request for consent within three (3) business days after receipt of Seller's request, such consent shall be deemed given]), and/or (b) the Suite 360 Lease prior to Closing, then Seller has the exclusive right to negotiate a lease for the Suite 360 Space during the period commencing on the Closing Date and continuing until the date that is twenty-four (24) months thereafter (the "**Suite 360 Post-Closing Lease-Up Period**") without Buyer's consent, and Buyer agrees that if Seller presents the Suite 360 Lease to Buyer and the terms of the Suite 360 Lease satisfy the Minimum Leasing Requirements pertaining to the Suite 360 Lease then Buyer shall promptly execute the Suite 360 Lease, as landlord (if the terms of the Suite 360 Lease do not satisfy the Minimum Leasing Requirements pertaining thereto then Seller shall obtain Buyer's consent to the Suite 360 Lease, which consent shall not be unreasonably withheld or delayed [if Buyer fails to respond to Seller's request for consent within three (3) business days after receipt of Seller's request, such consent shall be deemed given]). If the Suite 100 Lease is executed during the Suite 100 Post-Closing Lease-Up Period, then the tenant under the Suite 100 Lease shall be referred to herein as the "**Suite 100 Tenant**", and if the Suite 360 Lease is executed during the Suite 360 Post-Closing Lease-Up Period, then the tenant under the Suite 360 Lease shall be referred to herein as the "**Suite 360 Tenant**". In addition, if Seller has not entered into (i) the Suite 100 Lease prior to Closing, then \$659,023.20 of the Purchase Price shall be placed into escrow with the Escrow Holder at the Closing (the "**Suite 100 Rent Guaranty Holdback**"), which escrow shall be governed by an escrow agreement among Seller, Buyer and Escrow Holder, the form of which shall be reasonably negotiated and approved by Seller, Buyer and Escrow Holder prior to the expiration of the Due Diligence Period (the "**Rent Guaranty Escrow Agreement**"), and/or (ii) the Suite 360 Lease prior to Closing, then \$530,376.00 of the Purchase Price shall be placed into escrow with the Escrow Holder at the Closing (the "**Suite 360 Rent**

Guaranty Holdback"), which escrow shall be governed by the Rent Guaranty Escrow Agreement. The Rent Guaranty Escrow Agreement shall provide, among other things, that: (A) on the last business day of each calendar month, Escrow Holder shall release to Buyer (x) from the Suite 100 Rent Guaranty Holdback during the Suite 100 Post-Closing Lease-Up Period, an amount equal to (I) \$36,612.40, minus (II) the aggregate amount of all base rent received by Buyer during such month from the Suite 100 Tenant, and (y) from the Suite 360 Rent Guaranty Holdback during the Suite 360 Post-Closing Lease-Up Period, an amount equal to (I) \$22,099.00, minus (II) the aggregate amount of all base rent received by Buyer during such month from the Suite 360 Tenant; (B) Buyer shall use commercially reasonable efforts to collect any delinquent base rent under the Suite 100 Lease and/or the Suite 360 Lease, as the case may be, using efforts and processes consistent with the practices of other owners of institutional properties comparable to the Property; (C) any amount remaining in the Suite 100 Rent Guaranty Holdback at the end of the Suite 100 Post-Closing Lease-Up Period shall be released to Seller; and (D) any amount remaining in the Suite 360 Rent Guaranty Holdback at the end of the Suite 360 Post-Closing Lease-Up Period shall be released to Seller.

7.7 Reservation of Rights to Contest. Notwithstanding anything to the contrary contained in this Agreement, Seller reserves the right to meet with governmental officials and to contest any reassessment or assessment of the Property or any portion thereof and to attempt to obtain a refund for any taxes previously paid. Seller shall retain all rights with respect to any refund of taxes applicable to any period prior to the Closing Date (and if requested by Seller from time to time, Buyer shall assign such right to Seller pursuant to such assignments as Seller may reasonably request) and, at Seller's request, Buyer shall reasonably cooperate in any such proceeding at no third party cost to Buyer.

7.8 Transaction Costs. Buyer shall pay for the following closing and other transaction costs: (a) all fees for the Title Policy, endorsements and any loan policy charges, including, without limitation, any endorsements required by Buyer's lender (other than the title premiums paid by Seller), (b) all recording charges and transfer taxes, (c) all costs incurred in connection with obtaining an Updated Survey, and (d) one-half of all escrow fees. Seller and Buyer shall each be responsible for the fees of their respective attorneys and other professional advisors. Seller shall pay for the following closing and other transaction costs: (i) all fees for title endorsements Seller requests to cure a Title Defect, (ii) the premium for a CTLA policy of title insurance for each Property in the amount of the allocated Purchase Price applicable thereto, and (iii) one-half of all escrow fees. Any other transaction costs for which responsibility is not expressly set forth in this Agreement shall be paid by the party incurring such costs.

7.9 Reprorations. Notwithstanding anything in this Agreement to the contrary, all reprorations contemplated by this Agreement shall be completed within sixty (60) days after the Closing. The provisions of this **Section 7.9** shall survive the Closing for a period of one year.

8. Default and Remedies.

8.1 Buyer's Remedies. Notwithstanding anything to the contrary contained in this Agreement, if Closing does not occur due to a default by Seller, then, as Buyer's sole and exclusive remedy, Buyer may either (a) terminate this Agreement by giving written notice of termination to Seller and Escrow Holder, whereupon (i) Escrow Holder will return the Deposit to Buyer, (ii) this Agreement shall be null and void, and (iii) neither party shall have any rights or obligations under this Agreement, except for those obligations that expressly survive Closing, or (b) seek specific performance of Seller's obligation to convey the Property to Buyer by providing written notice to Seller not more than thirty (30) days after the Closing Date and filing an action within thirty (30) days thereafter. Buyer waives the right to damages. Buyer's failure to seek specific performance under clause (b) shall constitute its election to proceed under clause (a).

8.2 Seller's Remedies. IF THE CLOSING DOES NOT OCCUR BY REASON OF ANY DEFAULT BY BUYER, SELLER MAY TERMINATE THIS AGREEMENT AND BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SELLER WOULD SUFFER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE EFFECTIVE DATE, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SUBSECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE; PROVIDED, HOWEVER, THAT THIS PROVISION WILL NOT WAIVE OR AFFECT BUYER'S INDEMNITY OBLIGATIONS AND SELLER'S RIGHTS TO THOSE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR SELLER'S RIGHT TO COLLECT ATTORNEYS' FEES. BUYER AND SELLER, THEREFORE, AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS OR FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) OF THE DEPOSIT. THIS AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR A PENALTY AGAINST BREACH, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT (A) BUYER SEEKS TO LIMIT ITS LIABILITY UNDER THIS AGREEMENT TO THE AMOUNT OF THE DEPOSIT IF THIS AGREEMENT IS TERMINATED AND THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT DOES NOT CLOSE DUE TO A DEFAULT OF BUYER UNDER THIS AGREEMENT, AND (B) THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE

LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.



South Seller's initials



North Seller's initials

Buyer's initials

8.3 Post-Closing Remedies. After Closing, Seller and Buyer shall, subject to the terms and conditions of this Agreement (including without limitation the provisions of **Section 9**), have such rights and remedies as are available at law or in equity, except that neither Seller nor Buyer shall be entitled to recover from the other consequential or special damages.

9. Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, if the Closing shall have occurred, (a) the aggregate liability of South Seller arising pursuant to or in connection with the representations, warranties, indemnifications, covenants or other obligations (whether express or implied) of South Seller under this Agreement (or any document executed or delivered in connection herewith) shall not exceed \$1,050,000.00 (the "**South Seller Liability Limitation**"), (b) the aggregate liability of North Seller arising pursuant to or in connection with the representations, warranties, indemnifications, covenants or other obligations (whether express or implied) of North Seller under this Agreement (or any document executed or delivered in connection herewith) shall not exceed \$450,000.00 (the "**North Seller Liability Limitation**"), and (c) no claim by Buyer alleging a breach by Seller of any representation, warranty, indemnification, covenant or other obligation of Seller contained herein (or in any document executed or delivered in connection herewith) may be made, and Seller shall not be liable for any judgment in any action based upon any such claim, unless and until such claim, either alone or together with any other claims by Buyer against Seller alleging a breach by Seller of any representation, warranty, indemnification, covenant or other obligation of Seller contained herein (or in any document executed or delivered in connection herewith), is for an aggregate amount in excess of \$50,000.00 (the "**Floor Amount**"), in which event Seller's liability respecting any final judgment concerning such claim or claims shall be for the entire amount thereof, subject to the applicable Liability Limitation. No Seller Indemnified Party shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Buyer and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance, and Buyer, on behalf of itself and its successors and assigns, waives any and all such personal liability. Notwithstanding anything to the contrary contained in this Agreement, neither the negative capital account of any constituent partner or member in Seller or any entity owning an interest (directly or indirectly) in Seller, nor any obligation of any constituent partner or member in Seller or any entity owning an interest (directly or indirectly) in Seller to restore a negative capital account or to contribute capital to Seller (or any entity owning an interest, directly or indirectly, in any other constituent partner or member of Seller), shall at any time be deemed to be the property or an asset of Seller

LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

South Seller's initials

North Seller's initials

J.F.T.

Buyer's initials

8.3 Post-Closing Remedies. After Closing, Seller and Buyer shall, subject to the terms and conditions of this Agreement (including without limitation the provisions of **Section 9**), have such rights and remedies as are available at law or in equity, except that neither Seller nor Buyer shall be entitled to recover from the other consequential or special damages.

9. Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, if the Closing shall have occurred, (a) the aggregate liability of South Seller arising pursuant to or in connection with the representations, warranties, indemnifications, covenants or other obligations (whether express or implied) of South Seller under this Agreement (or any document executed or delivered in connection herewith) shall not exceed \$1,050,000.00 (the "**South Seller Liability Limitation**"), (b) the aggregate liability of North Seller arising pursuant to or in connection with the representations, warranties, indemnifications, covenants or other obligations (whether express or implied) of North Seller under this Agreement (or any document executed or delivered in connection herewith) shall not exceed \$450,000.00 (the "**North Seller Liability Limitation**"), and (c) no claim by Buyer alleging a breach by Seller of any representation, warranty, indemnification, covenant or other obligation of Seller contained herein (or in any document executed or delivered in connection herewith) may be made, and Seller shall not be liable for any judgment in any action based upon any such claim, unless and until such claim, either alone or together with any other claims by Buyer against Seller alleging a breach by Seller of any representation, warranty, indemnification, covenant or other obligation of Seller contained herein (or in any document executed or delivered in connection herewith), is for an aggregate amount in excess of \$50,000.00 (the "**Floor Amount**"), in which event Seller's liability respecting any final judgment concerning such claim or claims shall be for the entire amount thereof, subject to the applicable Liability Limitation. No Seller Indemnified Party shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Buyer and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance, and Buyer, on behalf of itself and its successors and assigns, waives any and all such personal liability. Notwithstanding anything to the contrary contained in this Agreement, neither the negative capital account of any constituent partner or member in Seller or any entity owning an interest (directly or indirectly) in Seller, nor any obligation of any constituent partner or member in Seller or any entity owning an interest (directly or indirectly) in Seller to restore a negative capital account or to contribute capital to Seller (or any entity owning an interest, directly or indirectly, in any other constituent partner or member of Seller), shall at any time be deemed to be the property or an asset of Seller

or any such other entity (and neither Buyer nor any of its successors or assigns shall have any right to collect, enforce or proceed against or with respect to any such negative capital account or obligation to restore or contribute). The provisions of this **Section 9** shall survive the Closing and any termination of this Agreement.

10. Casualty Loss and Condemnation. If, prior to Closing, any Real Property shall be condemned or destroyed or damaged by fire or other casualty, the applicable Seller shall promptly so notify Buyer. In the event of a material loss (as defined below), either Seller or Buyer shall have the option to terminate this Agreement as to the affected Property only by giving notice to the other party within fifteen (15) days of the date of such condemnation, destruction or damage (but no later than the Closing Date). If the condemnation, destruction or damage does not result in a material loss, then Seller and Buyer shall consummate the transaction contemplated by this Agreement notwithstanding such condemnation, destruction or damage. If the transaction contemplated by this Agreement is consummated, Buyer shall be entitled to receive (and Seller shall assign to Buyer) any condemnation proceeds or proceeds of insurance under all policies of insurance applicable to the destruction or damage of the applicable Real Property, together with a credit in the amount of any deductible (and if, prior to Closing, Seller has incurred any costs to repair any of the same, Seller shall receive a credit from Buyer for such costs at the Closing), and Seller shall, at the Closing, execute and deliver to Buyer all customary proofs of loss and other similar items. If either party elects to terminate this Agreement with respect to the affected Real Property in accordance with this **Section 10**, (a) the Deposit shall either be returned to Buyer if this Agreement is terminated pursuant to this **Section 10** with respect to all of the One Parkside Property, the Two Parkside Property and North River Property, or if this Agreement is terminated pursuant to this **Section 10** with respect to only one of the One Parkside Property, the Two Parkside Property and/or the North River Property, or any two thereof, retained by Seller for application as a payment toward the Purchase Price for the remaining Property(ies); (b) the Purchase Price shall be reduced by the amount allocated in **Section 2** above to the Property(ies) for which this Agreement is so terminated, and (c) this Agreement shall, without further action of the parties, become null and void with respect to the Property(ies) for which this Agreement is so terminated and neither party shall have any further rights or obligations under this Agreement with respect to the Property(ies) for which this Agreement is so terminated except as otherwise provided for in this Agreement. For purposes of this **Section 10**, a "material loss" means condemnation, damage or destruction that is reasonably estimated to cost or be valued at (as the case may be) more than ten percent (10%) of the applicable portion of the Purchase Price (as allocated to the applicable Property pursuant to **Section 2** above).

11. Brokerage. If and only if the Closing occurs, upon the Close of Escrow, Seller shall pay a brokerage commission to (a) Seller's Broker in accordance with a separate agreement between Seller and Seller's Broker, and (b) the Other Broker in accordance with a separate agreement between Seller and the Other Broker. Other than Seller's Broker and the Other Broker, Seller and Buyer each represents and warrants to the other that no broker or finder has been engaged by it in connection with the transaction contemplated by this Agreement. Seller and Buyer shall each indemnify

and hold the other harmless from and against any and all claims of all brokers and finders claiming by, through or under the indemnifying party and in any way related to the sale and purchase of the Property, this Agreement or otherwise, including, without limitation, attorneys' fees and expenses incurred by the indemnified party in connection with such claim. This indemnification shall extend to all claims, liabilities, costs and expenses (including reasonable attorney's fees and litigation costs) arising as a result of such claims and shall survive the Closing and recording of the Deed.

12. MISCELLANEOUS.

12.1 Entire Agreement. All understandings and agreements heretofore had between Seller and Buyer with respect to the Property are merged in this Agreement, which alone fully and completely expresses the agreement of the parties. Buyer acknowledges that it has inspected or will inspect the Property and that it accepts the same in its "as is" condition subject to use, ordinary wear and tear and natural deterioration and the representations and warranties contained herein or in any conveyance documents or certifications. Buyer further acknowledges that, except as expressly provided in this Agreement or in any conveyance document or certification, neither Seller nor any agent or representative of Seller has made, and Seller is not liable for or bound in any manner by, any express or implied warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Property.

12.2 Assignment. Neither this Agreement nor any interest hereunder shall be assigned or transferred by Buyer without Seller's prior written consent (which consent may be withheld in Seller's sole discretion). The transfer of a controlling equity interest in Buyer, whether by sale, operation of law or otherwise, shall be deemed an assignment of this Agreement that requires Seller's prior written consent (which consent may be withheld in Seller's sole discretion). Any assignment of this Agreement without Seller's consent shall be void. Upon any assignment consented to hereunder by Seller, the Buyer named herein shall remain liable to Seller for the performance of "Buyer's" obligations hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and shall be binding upon Seller and Buyer and their respective successors and assigns. Notwithstanding the foregoing: (i) no later than ten (10) business days prior to Closing, upon written notice to Escrow Holder and Seller, Buyer shall be entitled to assign this Agreement and its rights and obligations hereunder to a limited liability company or a limited partnership in which Buyer or its principal is the manager or general partner, without obtaining Seller's prior written consent, provided Buyer shall not be released from its obligations as "Buyer" hereunder by reason of such assignment or delegation; and (ii) either party may assign this Agreement to a so-called "1031 intermediary" in connection with a tax deferred exchange (an "**Exchange**") and each party agrees to reasonably cooperate with the other party in connection with such Exchange.

12.3 Modifications. This Agreement shall not be modified or amended except in a written document signed by Seller and Buyer.

12.4 Time of Essence. Time is of the essence of this Agreement. In the computation of any period of time provided for in this Agreement or by law, time periods shall expire at 5:00 pm Pacific time, the day of the act or event from which the period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until 5:00 pm Pacific time on the next day which is not a Saturday, Sunday, or legal holiday.

12.5 Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

12.6 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be given in writing and shall be sent by (i) hand delivery with receipt acknowledged, (ii) a nationally recognized overnight delivery service (such as Federal Express or UPS), (iii) certified or registered United States mail, return receipt requested, postage prepaid, or (iv) facsimile and confirmed by facsimile answer back (provided that such facsimile delivery is sent concurrently by one of the other permitted methods of delivery). All notices shall be delivered to the addresses set forth in the Basic Provisions and Key Definitions of this Agreement. All notices given in accordance with the terms hereof shall be deemed given when received or upon refusal of delivery. Either party may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this **Section 12.6**.

12.7 "AS IS" SALE. ACKNOWLEDGING BUYER'S OPPORTUNITY TO INSPECT THE PROPERTY, BUYER AGREES, SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT OR IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS, THAT IT SHALL TAKE THE PROPERTY "AS-IS," "WHERE-IS," AND WITH ALL FAULTS AND CONDITIONS. ANY INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS (COLLECTIVELY, THE "DISCLOSURES") PROVIDED OR MADE TO BUYER OR ITS CONSTITUENTS BY SELLER OR ANY OF SELLER'S AFFILIATES OR REPRESENTATIVES CONCERNING THE CONDITION OF THE PROPERTY SHALL NOT BE REPRESENTATIONS OR WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS. BUYER SHALL NOT RELY ON SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON ITS OWN INSPECTION OF THE PROPERTY AND THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT AND IN ANY CONVEYANCE DOCUMENT OR CERTIFICATION. BUYER ACKNOWLEDGES AND AGREES THAT, SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT OR IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL

OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY INCLUDING WITHOUT LIMITATION ZONING, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980 ("CERCLA"), AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER BUYER WAIVE, RELEASE AND AGREE NOT TO MAKE ANY CLAIM OR BRING ANY COST RECOVERY ACTION OR CLAIM FOR CONTRIBUTION OR OTHER ACTION OR CLAIM AGAINST SELLER OR SELLER'S AFFILIATES BASED ON (A) ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, INCLUDING CERCLA OR ANY STATE EQUIVALENT, OR ANY SIMILAR LAW NOW EXISTING OR HEREAFTER ENACTED, (B) ANY DISCHARGE, DISPOSAL, RELEASE, OR ESCAPE OF ANY CHEMICAL, OR ANY MATERIAL WHATSOEVER, ON, AT, TO, OR FROM THE PROPERTY, OR (C) ANY ENVIRONMENTAL CONDITIONS WHATSOEVER ON, UNDER, OR IN THE VICINITY OF THE PROPERTY, EXCEPT FOR CLAIMS BASED UPON A BREACH OF ANY REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT OR IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS.

WITHOUT LIMITATION UPON BUYER'S RIGHT TO RELY ON THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT OR IN ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS, BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM

THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, BUYER (AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER BUYER) SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER (AND ANY ENTITY AFFILIATED WITH OR CLAIMING BY, THROUGH OR UNDER BUYER), UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S AFFILIATES) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S AFFILIATES) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS, ERRORS OR OMISSIONS IN DESIGN OR CONSTRUCTION, OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, LIABILITIES EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT FOR BREACHES BY SELLER OF THE EXPRESS PROVISIONS OF THIS AGREEMENT OR ANY CONVEYANCE DOCUMENTS OR CERTIFICATIONS.

THE PROVISIONS OF THIS SECTION 12.7 SHALL SURVIVE THE CLOSING AND ANY TERMINATION OF THIS AGREEMENT.


BUYER EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, AS AMENDED OR MODIFIED (AND ALL RIGHTS UNDER ANY SIMILAR STATUTE IN THE STATE), WHICH PROVIDES THAT:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BUYER SPECIFICALLY ACKNOWLEDGES THAT BUYER HAS CAREFULLY REVIEWED THIS SUBSECTION, AND DISCUSSED ITS IMPORT WITH LEGAL COUNSEL, IS FULLY AWARE OF ITS CONSEQUENCES, AND THAT THE PROVISIONS OF THIS SUBSECTION ARE A MATERIAL PART OF THIS AGREEMENT.



South Seller's initials



North Seller's initials

Buyer's initials

12.8 California Specific Provisions.

12.8.1 Section 25359.7 of the California Health and Safety Code requires owners of nonresidential property who know or have reasonable cause to believe that a release of a Hazardous Material have come to be located on or beneath real property to provide written notice of that condition to a buyer of said real property. There is a possibility that a release of Hazardous Material may have come to be located on or beneath the Property. By Buyer's execution of this Agreement, Buyer (a) acknowledges Buyer's receipt of the foregoing notice given pursuant to Section 25359.7 of the California Health and Safety Code and that it is aware of the benefits conferred to Buyer by Section 1542 of the California Civil Code and the risks it assumes by any waiver of Buyer's benefits thereunder and (b) as of the Effective Date and as of the Closing and after receiving advice of Buyer's legal counsel, waives any and all rights or remedies whatsoever, express, implied, statutory or by operation of law, Buyer may have against Seller, including remedies for actual damages under Section 25359.7 of the California Health and Safety Code, arising out of or resulting from any unknown, unforeseen or unanticipated presence or releases of hazardous substances or other hazardous materials from, on or about the Property except for fraud, intentional misrepresentation or intentional omission of material information by or on behalf of Seller Group in connection with Seller's failure to disclose information actually known to Seller Group regarding the release or existence of Hazardous Materials in, on, under or adjacent to the Property.

12.8.2 Buyer and Seller acknowledge that Seller or Broker is required to disclose if any of the Property lies within the following natural hazardous areas or zones: (i) a special flood hazard area (any type Zone "A" or "V") designated by the Federal Emergency Management Agency (Cal. Gov. Code §8589.3); (ii) an area of potential flooding shown on a dam failure inundation map designated pursuant to Cal. Gov. Code § 8589.5 (Cal. Gov. Code §8589.4); (iii) a very high fire hazard severity zone designated pursuant to Cal. Gov. Code § 51178 or 51179 (in which event the owner maintenance obligations of Cal. Gov. Code § 51182 would apply) (Cal. Gov. Code §51183.5); (iv) a wildland area that may contain substantial forest fire risks and hazards designated pursuant to Cal. Pub. Resources Code § 4125 (in which event (x) the Property owner would be subject to maintenance requirements of Cal. Pub. Resources Code § 4291 and (y) it would not be the State's responsibility to provide fire protection services to any building or structure located within the wildland area except, if applicable, pursuant to Cal. Pub. Resources Code § 4129 or pursuant to a cooperative agreement with a local agency for those purposes pursuant to Cal. Pub. Resources Code §4142) (Pub.

South Seller's initials

North Seller's initials

A.T.T.

Buyer's initials

12.8 California Specific Provisions.

12.8.1 Section 25359.7 of the California Health and Safety Code requires owners of nonresidential property who know or have reasonable cause to believe that a release of a Hazardous Material have come to be located on or beneath real property to provide written notice of that condition to a buyer of said real property. There is a possibility that a release of Hazardous Material may have come to be located on or beneath the Property. By Buyer's execution of this Agreement, Buyer (a) acknowledges Buyer's receipt of the foregoing notice given pursuant to Section 25359.7 of the California Health and Safety Code and that it is aware of the benefits conferred to Buyer by Section 1542 of the California Civil Code and the risks it assumes by any waiver of Buyer's benefits thereunder and (b) as of the Effective Date and as of the Closing and after receiving advice of Buyer's legal counsel, waives any and all rights or remedies whatsoever, express, implied, statutory or by operation of law, Buyer may have against Seller, including remedies for actual damages under Section 25359.7 of the California Health and Safety Code, arising out of or resulting from any unknown, unforeseen or unanticipated presence or releases of hazardous substances or other hazardous materials from, on or about the Property except for fraud, intentional misrepresentation or intentional omission of material information by or on behalf of Seller Group in connection with Seller's failure to disclose information actually known to Seller Group regarding the release or existence of Hazardous Materials in, on, under or adjacent to the Property.

12.8.2 Buyer and Seller acknowledge that Seller or Broker is required to disclose if any of the Property lies within the following natural hazardous areas or zones: (i) a special flood hazard area (any type Zone "A" or "V") designated by the Federal Emergency Management Agency (Cal. Gov. Code §8589.3); (ii) an area of potential flooding shown on a dam failure inundation map designated pursuant to Cal. Gov. Code § 8589.5 (Cal. Gov. Code §8589.4); (iii) a very high fire hazard severity zone designated pursuant to Cal. Gov. Code § 51178 or 51179 (in which event the owner maintenance obligations of Cal. Gov. Code § 51182 would apply) (Cal. Gov. Code §51183.5); (iv) a wildland area that may contain substantial forest fire risks and hazards designated pursuant to Cal. Pub. Resources Code § 4125 (in which event (x) the Property owner would be subject to maintenance requirements of Cal. Pub. Resources Code § 4291 and (y) it would not be the State's responsibility to provide fire protection services to any building or structure located within the wildland area except, if applicable, pursuant to Cal. Pub. Resources Code § 4129 or pursuant to a cooperative agreement with a local agency for those purposes pursuant to Cal. Pub. Resources Code §4142) (Pub.

Resources Code § 4136); (v) an earthquake fault zone (Pub. Resources Code § 2621.9); or (vi) a seismic hazard zone (and, if applicable, whether a landslide zone or liquefaction zone) (Pub. Resources Code § 2694). The Title Company has been or will be engaged by Seller (in such capacity, the "Natural Hazard Expert") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill Seller's disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6c(a) and to report the result of the Natural Hazard Expert's examination to Buyer and Seller in writing. Within five (5) days after the Effective Date, Seller shall instruct the Title Company to deliver to Buyer a Natural Hazard Expert's examination report for each Property prior to expiration of the Due Diligence Period. Buyer acknowledges and agrees that the written reports prepared by the Natural Hazard Expert regarding the results of its examination fully and completely discharge Seller and Broker for errors or omission not within their personal knowledge and the Natural Hazard Expert shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above. The obligations of Seller and Broker are several (and not joint and not joint and several) and, without limitation, in no event shall Seller have any responsibility for matters not actually known to Seller. THESE HAZARDS MAY LIMIT THE BUYER'S ABILITY TO DEVELOP THE PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ON ESTIMATES WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. THE BUYER MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

12.8.3 The provisions of this Section 12.8 shall survive the Closing.

12.9 Trial by Jury. In any lawsuit or other proceeding initiated by Seller or Buyer under or with respect to this Agreement, Seller and Buyer each waives any right it may have to trial by jury. In addition, Buyer waives any right to seek rescission of the transaction provided for in this Agreement. Notwithstanding any provisions of this Agreement to the contrary, the obligations of the parties under this Section 12.9 shall survive any termination of this Agreement and the Closing.

12.10 Confidentiality. Except as may be required by law, without the prior written consent of the other party, and unless the Closing occurs, Seller and Buyer shall use their respective best efforts to not disclose to any third party the existence of this Agreement or any term or condition thereof or the results of any inspections or studies undertaken in connection herewith or make any public pronouncements, issue any press releases or otherwise disclose the Information (hereinafter defined) or any

information regarding this Agreement, or the transactions contemplated hereby to any third party; provided, however, that the foregoing shall not be construed to prevent Seller or Buyer from making (without the consent of, but upon notice to, the non-disclosing party) any disclosure required by any applicable law or regulation or judicial process. Given that Buyer is a public community college district and operates under The Brown Act, Buyer does not guarantee that any such information will ultimately be protected from public disclosure. Seller recognizes that Buyer, as a public agency, is subject to disclosure requirements under the California Public Records Act. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, Buyer shall not be in a position to establish that all information is excluded from lawful disclosure, and, for example, Buyer must approve this Agreement publicly. Accordingly, if a Public Records Act request is made for such information the District will provide Seller with reasonable notice before releasing such information. However, the District will comply with its Public Records Act requirements unless Seller seeks and obtains protection from disclosure by a court of competent jurisdiction. For purposes hereof, "**Information**" shall mean and shall be deemed to include, without limitation, the following written or oral information provided by or on behalf of Seller or Buyer, their actual or proposed partners or lenders, and their respective agents, employees, representatives, consultants and board members (collectively, "**Representatives**") either prior to or following the Effective Date: (a) all documentation and/or information described in or relating to **Section 1**, including, without limitation, Tangible Personal Property and all other information regarding the operation, ownership, maintenance, management, or occupancy of the Property; (b) the Title and Survey; and (c) any reports, tests, or studies (together with the results of such studies and tests obtained or provided by, or on behalf of, Seller or Buyer).

Notwithstanding the foregoing, the parties' use of the Information is subject to the following terms: the non-disclosing party shall (i) accept and hold all Information in strict confidence in accordance with the terms of this Agreement; (ii) not copy, reproduce, distribute or disclose the Information to any third party other than its Representatives, except as permitted in the preceding paragraph; (iii) not use the Information for any purpose other than in connection with the transactions contemplated hereunder; and (iv) not use the Information in any manner detrimental to Seller or the Property. The parties agree to transmit the Information only to those Representatives who are actively and directly participating in the evaluation of the acquisition of the Property, who are informed of and who have agreed to comply with the terms of this **Section 12.10** and who are instructed not to make use of the Information in a manner inconsistent herewith. The parties shall be responsible for any breach of the terms of this Agreement by their Representatives or any other person to whom the Information is communicated. The parties agree to indemnify, defend and hold each other and their Indemnified Parties harmless against all Losses resulting from a breach of this **Section 12.10**, as well as any breach thereof by its Representatives, which indemnification shall survive the Closing or termination of this Agreement. Upon any termination of this Agreement, Buyer shall return all Information provided by or on behalf of Seller to Seller, which obligation shall survive any termination of this Agreement.

12.11 Reports. If for any reason Buyer does not consummate the Closing, then Buyer shall, only upon Seller's written request and without cost to Seller, deliver to Seller copies of all final third party reports relating to the Property or any part thereof prepared at the request of Buyer, its employees and agents.

12.12 Reporting Person. Seller and Buyer designate Escrow Holder to act as and perform the duties and obligations of the "reporting person" with respect to the transaction contemplated by this Agreement for purposes of 26 C.F.R. Section 1.6045-4(e)(5) relating to the requirements for information reporting on real estate transactions closed on or after January 1, 1991. In this regard, Seller and Buyer each agree to execute at the Closing, and to cause Escrow Holder to execute at the Closing, a Designation Agreement, designating Escrow Holder as the reporting person with respect to the transaction contemplated by this Agreement.

12.13 Press Releases. The parties shall not issue any press releases with respect to the transactions contemplated hereby or consummated in accordance with the terms hereof except as required by law or upon the mutual agreement of the parties as to the form and content of such press release (with consent not to be unreasonably withheld or delayed by either party), except that either party may issue a press release after Closing without the consent of the other.

12.14 Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as but a single instrument. A party hereto may deliver executed signature pages to this Agreement by facsimile transmission or by .pdf through email to any other party hereto, which facsimile or .pdf copy shall be deemed to be an original executed signature page.

12.15 Construction. This Agreement shall not be construed more strictly against Seller merely by virtue of the fact that the same has been prepared by Seller or its counsel, it being recognized both of the parties hereto have contributed substantially and materially to the preparation of this Agreement.

12.16 Partial Invalidity. If any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision has not been included herein, as the case may be.

12.17 Headings. Headings of Sections are for convenience of reference only, and shall not be construed as a part of this Agreement.

12.18 Attorneys' Fees. In the event of litigation between the parties with respect to this Agreement or the transaction contemplated by this Agreement, the prevailing party shall be entitled to recover from the losing party all of its costs of enforcement and litigation, including, but not limited to, its reasonable attorneys' and

paralegal fees, witness fees, court reporters' fees and other costs of suit. Notwithstanding any provisions of this Agreement to the contrary, the obligations of the parties under this **Section 12.18** shall survive any termination of this Agreement and the Closing.

12.19 No Recording. Neither Seller nor Buyer may record a copy of this Agreement or any memorandum hereof.

12.20 Two Parkside. Buyer and an affiliate of Seller, Hines Interests Limited Partnership ("HILP"), contemplate negotiating and entering into a construction agreement (the "**Construction Agreement**") prior to the expiration of the Due Diligence Period whereby HILP will provide construction management assistance to Buyer in connection with the construction of tenant improvements in a space to be occupied by Buyer at the Two Parkside Property. Upon the execution of the Construction Agreement, Buyer and Seller agree that \$1,000,000.00 of the Deposit may be moved to a separate account (and upon the occurrence thereof, shall no longer be considered part of the Deposit) to help pay for the costs of such tenant improvements (and the disbursement of such \$1,000,000.00 from such other account to help pay for such tenant improvements shall be governed by the terms of the Construction Agreement).

[Signature Page Follows]

Buyer and Seller have executed this Agreement as of the Effective Date.

NORTH SELLER:

TRI CITY NORTH OWNER LLC,
a Delaware limited liability company

By: Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its managing member

By: Hines Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its sole member

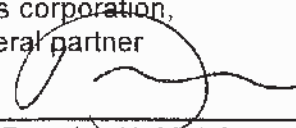
By: Hines Tri City Associates Limited Partnership,
a Texas limited partnership,
its sole member

By: Hines Investment Management Holdings Limited
Partnership,
a Texas limited partnership,
its general partner

By: HIMH GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Real Estate Holdings Limited
Partnership,
a Texas limited partnership,
its sole member

By: JCH Investments, Inc.,
a Texas corporation,
its general partner

By: 
Name: Douglas H. Metzler
Title: Senior Managing Director

[Signature Pages to Follow]

SOUTH SELLER:

TRI CITY SOUTH OWNER LLC,
a Delaware limited liability company

By: Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its managing member

By: Hines Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its sole member

By: Hines Tri City Associates Limited Partnership,
a Texas limited partnership,
its sole member

By: Hines Investment Management Holdings Limited
Partnership,
a Texas limited partnership,
its general partner

By: HIMH GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Real Estate Holdings Limited
Partnership,
a Texas limited partnership,
its sole member

By: JCH Investments, Inc.,
a Texas corporation,
its general partner

By: 
Name: Douglas H. Metzler
Title: Senior Managing Director 

[v.12.3.2018.p.62/187]

BUYER:

**SAN BERNARDINO COMMUNITY
COLLEGE DISTRICT,**
a public community college district of the State
of California

By: 
Jose Torres, Executive Vice Chancellor

Date: November 2, 2018

JOINDER BY ESCROW HOLDER

Escrow Holder hereby acknowledges that it has received this Agreement executed by the Seller and Buyer and accepts the obligations of and instructions for the Escrow Holder set forth herein. Escrow Holder agrees to disburse and/or handle the Deposit, the Purchase Price and all closing documents in accordance with this Agreement.

Dated: November 8, 2018

FIRST AMERICAN TITLE INSURANCE
COMPANY ^{wmy}

By: [Signature] for
Name: Jeanne Crowl
Title: Sr. Escrow Officer

LIST OF EXHIBITS:

- A-1 Legal Description (One Parkside Land)
- A-2 Legal Description (Two Parkside Land)
- A-3 Legal Description (North River Land)
- B Permitted Exceptions
- C Documents
- D Litigation
- E List of Leases
- F-1 List of Service Contracts
- F-2 List of Excluded Service Contracts
- G Written Notice of Material Violations of Law
- H Form of Grant Deed
- I Form of Assignment and Assumption of Leases
- J Form of General Assignment and Assumption
- K Form of Bill of Sale
- L Form of Notice re Leases and Service Contracts
- M Form of Certificate of Non-Foreign Status
- N-1 Form of Tenant Estoppel Certificate
- N-2 Form of Seller Estoppel Certificate
- O Minimum Leasing Requirements

EXHIBIT A-1
LEGAL DESCRIPTION (ONE PARKSIDE LAND)

[SEE ATTACHED]

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

PARCEL A:

PARCEL 2 OF PARCEL MAP NO. 13910, CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP RECORDED IN BOOK 162 OF PARCEL MAPS, PAGES 76 THROUGH 79, INCLUSIVE, RECORDS OF SAN BERNARDINO COUNTY.

EXCEPTING FROM SAID LAND, THE SIDEWALKS, SEWERS, STORM DRAINS, WATER MAINS, CURBS, GUTTERS, PAVING, ELECTROLLERS, STREET LIGHTS, STREET NAME SIGNS, TRAFFIC SIGNALS AND ALL APPURTENANCES AND APPURTENANT IMPROVEMENTS AND RIGHTS (COLLECTIVELY, THE "IMPROVEMENTS") WITHIN ASSESSMENT DISTRICT NO. 961 IN THE CITY OF SAN BERNARDINO, CALIFORNIA, WHICH ASSESSMENT DISTRICT IS SHOWN AND DESCRIBED IN THE ASSESSMENT DIAGRAM FOR ASSESSMENT DISTRICT NO. 961, RECORDED FEBRUARY 6, 1985, IN BOOK 31 OF ASSESSMENT DISTRICT MAPS, PAGES 64, 65 AND 66, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AS DESCRIBED IN THE DEED TO THE CITY OF SAN BERNARDINO RECORDED APRIL 11, 1985 AS INSTRUMENT NO. 85-085510, OFFICIAL RECORDS.

PARCEL B-1:

RECIPROCAL APPURTENANT EASEMENTS FOR THE USE AND BENEFIT OF THE RESPECTIVE PARCELS SERVED, AS DOMINANT TENEMENTS, ON, UNDER AND ACROSS THE PARCELS BURDENED THEREBY, AS SERVIENT TENEMENTS, FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPAIR OF UTILITY FACILITIES, INCLUDING TELEPHONE LINES, SEWER AND DRAINAGE PIPES, WATER AND SPRINKLER SYSTEMS, LINES, CONDUITS AND CULVERTS, AND UTILITY METERS. THE SPECIFIC LOCATION OF EACH SUCH UTILITY FACILITY SHALL BE DETERMINED BY THE PHYSICAL LOCATION OF THE IMPROVEMENTS THEREON AND THEREUNDER INSTALLED, CONSTRUCTED AND COMPLETED AT THE TIME OF THE FIRST CONVEYANCE OF EACH RESPECTIVE SERVIENT TENEMENT AS THE SAME ARE CREATED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRI-CITY CORPORATE CENTRE, RECORDED DECEMBER 10, 1987 AS INSTRUMENT NO. 87-433972, OFFICIAL RECORDS.

AND THE MODIFICATIONS THERETO, RECORDED JANUARY 8, 1991 AS INSTRUMENT NO. 91-007218; JANUARY 14, 1992 AS INSTRUMENT NO. 92-013837 AND OCTOBER 16, 1992 AS INSTRUMENT NO. 92-430716, ALL OF OFFICIAL RECORDS AND MARCH 16, 2015 AS INSTRUMENT NO. 2015-0300786 OFFICIAL RECORDS.

PARCEL B-2:

ALL EASEMENTS, CONCERNING PARCEL 1 OF PARCEL MAP 13708, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 155 OF PARCEL MAPS, PAGES 6 AND 7, AND PARCELS A AND B OF PARCEL MAP 13910 AS PER PLAT RECORDED IN BOOK 162 OF PARCEL MAPS, PAGES 76 THROUGH 79, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, THAT ARE APPURTENANT TO THE REAL PROPERTY DESCRIBED AS PARCEL "A" ABOVE, INCLUDING WITHOUT LIMITATION A RECIPROCAL EASEMENT FOR ACCESS, PARKING AND PEDESTRIAN TRAFFIC AS ESTABLISHED BY DOCUMENT ENTITLED "MAJOR BLOCK DECLARATION, MAJOR BLOCK NO. 4 - CARNEGIE PLAZA, TRI-CITY CORPORATE CENTRE," RECORDED ON DECEMBER 20, 1990 AS

INSTRUMENT NO. 90-501243 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, AND ALL EASEMENTS AND RIGHTS CREATED OR GRANTED BY ANY OF THE FOLLOWING INSTRUMENTS:

THAT CERTAIN MAJOR BLOCK DECLARATION FOR MAJOR BLOCK NO. 4 - CARNEGIE PLAZA, TRI-CITY CORPORATE CENTRE, DATED DECEMBER 19, 1990 RECORDED ON DECEMBER 20, 1990 AS INSTRUMENT NO. 90-501244 IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

THAT CERTAIN FIRST AMENDMENT TO MAJOR BLOCK DECLARATION, MAJOR BLOCK NO. 4 - CARNEGIE PLAZA, TRI-CITY CORPORATE CENTRE, DATED OCTOBER 3, 1991 AND RECORDED ON OCTOBER 8, 1991 AS INSTRUMENT NO. 91-384835 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

THAT CERTAIN SECOND AMENDMENT TO MAJOR BLOCK DECLARATION, MAJOR BLOCK NO. 4 - CARNEGIE PLAZA, TRI-CITY CORPORATE CENTRE, DATED JANUARY 1, 1992 AND RECORDED ON APRIL 13, 1992 AS INSTRUMENT NO. 92-155910 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

APN: 0281-372-08-0-000

[v.12.3.2018.p.68/187]

EXHIBIT A-2
LEGAL DESCRIPTION (TWO PARKSIDE LAND)

[SEE ATTACHED]

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

PARCEL A:

THAT PORTION OF PARCEL "A" OF PARCEL MAP 14712 IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 178, PAGES 41 THROUGH 43, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL A;

THENCE ALONG AN EASTERLY LINE OF SAID PARCEL "A", NORTH 00° 03' 27" WEST, 223.49 FEET AND NORTH 89° 56' 33" EAST 27.33 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89° 56' 33" WEST, 277.11 FEET;

THENCE, NORTH 00° 03' 27" WEST 133.30 FEET TO A POINT WHICH BEARS SOUTH 00° 03' 27" EAST 2.65 FEET AND NORTH 89° 56' 33" EAST, 10.00 FEET FROM THE MOST EASTERLY, NORTHWESTERLY CORNER OF SAID PARCEL "A";

THENCE NORTH 89° 56' 33" EAST, 277.11 FEET;

THENCE, SOUTH 00° 03' 27" EAST, 133.30 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SIDEWALKS, SEWERS, STORM DRAINS, WATER MAINS, CURBS, GUTTERS, PAVING, ELECTROLLERS, STREET LIGHTS, STREET NAME SIGNS, TRAFFIC SIGNALS AND ALL APPURTENANCES AND APPURTENANT IMPROVEMENTS AND RIGHTS (COLLECTIVELY, THE "IMPROVEMENTS") WITHIN ASSESSMENT DISTRICT NO. 961 IN THE CITY OF SAN BERNARDINO, CALIFORNIA, WHICH ASSESSMENT DISTRICT IS SHOWN AND DESCRIBED IN THE ASSESSMENT DIAGRAM FOR ASSESSMENT DISTRICT NO. 961, RECORDED FEBRUARY 6, 1985, IN BOOK 31 OF ASSESSMENT DISTRICT MAPS, PAGES 64, 65 AND 66, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AS DESCRIBED IN THE DEED TO THE CITY OF SAN BERNARDINO RECORDED APRIL 11, 1985 AS INSTRUMENT NO. 85-085510, OFFICIAL RECORDS.

SAID LAND IS DESCRIBED PURSUANT TO A CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. L.L.A. 02-04, RECORDED NOVEMBER 1, 2002 AS INSTRUMENT NO. 02-590108, OFFICIAL RECORDS.

PARCEL B-1:

RECIPROCAL APPURTENANT EASEMENTS FOR THE USE AND BENEFIT OF THE RESPECTIVE PARCELS SERVED, AS DOMINANT TENEMENTS, ON, UNDER AND ACROSS THE PARCELS BURDENED THEREBY, AS SERVIENT TENEMENTS, FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPAIR OF UTILITY FACILITIES, INCLUDING TELEPHONE LINES, SEWER AND DRAINAGE PIPES, WATER AND SPRINKLER SYSTEMS, LINES, CONDUITS AND CULVERTS, AND UTILITY METERS. THE SPECIFIC LOCATION OF EACH SUCH UTILITY FACILITY SHALL BE DETERMINED BY THE PHYSICAL LOCATION OF THE IMPROVEMENTS THEREON AND THEREUNDER INSTALLED, CONSTRUCTED AND COMPLETED AT THE TIME OF THE FIRST CONVEYANCE OF EACH RESPECTIVE SERVIENT TENEMENT AS THE SAME ARE CREATED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRI-CITY

CORPORATE CENTRE, RECORDED DECEMBER 10, 1987 AS INSTRUMENT NO. 87-433972, OFFICIAL RECORDS.

AND THE MODIFICATIONS THERETO, RECORDED JANUARY 8, 1991 AS INSTRUMENT NO. 91-007216; JANUARY 14, 1992 AS INSTRUMENT NO. 92-013837 AND OCTOBER 16, 1992 AS INSTRUMENT NO. 92-430716, ALL OF OFFICIAL RECORDS AND MARCH 16, 2015 AS INSTRUMENT NO. 2015-0100786 OFFICIAL RECORDS.

PARCEL B-2:

ALL EASEMENTS CONCERNING PARCEL 1 OF PARCEL MAP 13708, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 155 OF PARCEL MAPS, PAGES 6 AND 7, AND PARCELS A AND B OF PARCEL MAP 13910 AS PER PLAT RECORDED IN BOOK 162 OF PARCEL MAPS, PAGES 76 THROUGH 79, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, THAT ARE APPURTENANT TO THE REAL PROPERTY DESCRIBED AS PARCEL "B" ABOVE, INCLUDING WITHOUT LIMITATION A RECIPROCAL EASEMENT FOR ACCESS, PARKING AND PEDESTRIAN TRAFFIC AS ESTABLISHED BY DOCUMENT ENTITLED "MAJOR BLOCK DECLARATION, MAJOR BLOCK NO. 4 - CARNEGIE PLAZA, TRI-CITY CORPORATE CENTRE", RECORDED ON DECEMBER 20, 1990 AS INSTRUMENT NO. 90-501243 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, AND ALL EASEMENTS AND RIGHTS CREATED OR GRANTED BY ANY OF THE FOLLOWING INSTRUMENTS: THAT CERTAIN MAJOR BLOCK DECLARATION FOR MAJOR BLOCK NO. 4 - CARNEGIE PLAZA, TRI-CITY CORPORATE CENTRE, DATED DECEMBER 19, 1990 RECORDED ON DECEMBER 20, 1990 AS INSTRUMENT NO. 90-501244, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

THAT CERTAIN FIRST AMENDMENT TO MAJOR BLOCK DECLARATION FOR MAJOR BLOCK NO. 4 - CARNEGIE PLAZA, TRI-CITY CORPORATE CENTRE, DATED OCTOBER 3, 1991 AND RECORDED ON OCTOBER 8, 1991 AS INSTRUMENT NO. 91-384835 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

THAT CERTAIN SECOND AMENDMENT TO MAJOR BLOCK DECLARATION FOR MAJOR BLOCK NO. 4 - CARNEGIE PLAZA, TRI-CITY CORPORATE CENTRE, DATED JANUARY 1, 1992 AND RECORDED ON APRIL 13, 1992 AS INSTRUMENT NO. 92-155910 OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

APN: 0281-372-20

EXHIBIT A-3
LEGAL DESCRIPTION (NORTH RIVER LAND)

[SEE ATTACHED]

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

PARCEL A:

THOSE PORTIONS OF PARCELS 2 AND 3 OF PARCEL MAP NO. 14704, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 177, PAGES 17 AND 18 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY SOUTHEAST CORNER OF SAID PARCEL MAP NO. 14704, SAID CORNER BEING ON THE NORTHERLY LINE OF BRIER DRIVE (86.00 FEET WIDE); THENCE ALONG THE MOST EASTERLY LINE OF SAID PARCEL MAP NO. 14704, NORTH 00° 01' 01" WEST, 614.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 89° 58' 59" WEST, 39.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE PARALLEL WITH SAID EASTERLY LINE, SOUTH 00° 01' 01" EAST, 204.00 FEET; THENCE AT RIGHT ANGLES, SOUTH 89° 58' 59" WEST, 191.00 FEET; THENCE PARALLEL WITH SAID EASTERLY LINE, NORTH 00° 01' 01" WEST, 204.00 FEET; THENCE AT RIGHT ANGLES, NORTH 89° 58' 59" EAST, 191.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM SAID LAND, THE SIDEWALKS, SEWERS, STORM DRAINS, WATER MAINS, CURBS, GUTTERS, PAVING, ELECTROLLERS, STREET LIGHTS, STREET NAME SIGNS, TRAFFIC SIGNALS AND ALL APPURTENANCES AND APPURTENANT IMPROVEMENTS AND RIGHTS (COLLECTIVELY, THE "IMPROVEMENTS") WITHIN ASSESSMENT DISTRICT NO. 961 IN THE CITY OF SAN BERNARDINO, CALIFORNIA, WHICH ASSESSMENT DISTRICT IS SHOWN AND DESCRIBED IN THE ASSESSMENT DIAGRAM FOR ASSESSMENT DISTRICT NO. 961, RECORDED FEBRUARY 6, 1985, IN BOOK 31 OF ASSESSMENT DISTRICT MAPS, PAGES 64, 65 AND 66, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AS DESCRIBED IN THE DEED TO THE CITY OF SAN BERNARDINO RECORDED APRIL 11, 1985 AS INSTRUMENT NO. 85-085510, OFFICIAL RECORDS.

SAID LAND IS SHOWN AS LOT 1 ON THE CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, LLA 08-03, RECORDED DECEMBER 10, 2009 AS INSTRUMENT NO. 2009-0549698, OF OFFICIAL RECORDS.

PARCEL B-1:

RECIPROCAL APPURTENANT EASEMENTS FOR THE USE AND BENEFIT OF THE RESPECTIVE PARCELS SERVED, AS DOMINANT TENEMENTS, ON, UNDER AND ACROSS THE PARCELS BURDENED THEREBY, AS SERVIENT TENEMENTS, FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPAIR OF UTILITY FACILITIES, INCLUDING TELEPHONE LINES, SEWER AND DRAINAGE PIPES, WATER AND SPRINKLER SYSTEMS, LINES, CONDUITS AND CULVERTS, AND UTILITY METERS. THE SPECIFIC LOCATION OF EACH SUCH UTILITY FACILITY SHALL BE DETERMINED BY THE PHYSICAL LOCATION OF THE IMPROVEMENTS THEREON AND THEREUNDER INSTALLED, CONSTRUCTED AND COMPLETED AT THE TIME OF THE FIRST CONVEYANCE OF EACH RESPECTIVE SERVIENT TENEMENT AS THE SAME ARE CREATED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRI-CITY CORPORATE CENTRE, RECORDED DECEMBER 10, 1987 AS INSTRUMENT NO. 87-433972, OFFICIAL RECORDS.

AND THE MODIFICATIONS THERETO, RECORDED JANUARY 8, 1991 AS INSTRUMENT NO. 91-007216; JANUARY 14, 1992 AS INSTRUMENT NO. 92-013837, OCTOBER 16, 1992 AS INSTRUMENT NO. 92-

[v.12.3.2018.p.73/187]

430716, AND MARCH 16, 2015 AS INSTRUMENT NO. 2015-0100780 ALL OFFICIAL RECORDS.

PARCEL B-2:

A NON-EXCLUSIVE EASEMENT FOR ACCESS AND PARKING, AS CREATED BY THAT CERTAIN "NOTICE OF MAJOR BLOCK DECLARATION-BLOCK 2 (CCR'S) DATED AS OF MAY 11, 2006 AND RECORDED JUNE 21, 2006 AS INSTRUMENT NO. 2006-422642, OF OFFICIAL RECORDS AND IN MODIFICATION THERE TO RECORDED MARCH 16, 2015 AS INSTRUMENT NO. 2015-0100785 OFFICIAL RECORDS,

APN: 0281-021-51

EXHIBIT B

PERMITTED EXCEPTIONS

1. Acts of Buyer, and those claiming by, through and under Buyer.
2. General and special taxes and assessments not yet delinquent.
3. Zoning, building, land use, and other governmental and quasi-governmental laws, codes and regulations, except for those to which Buyer has objected and Seller has agreed to cure in accordance with the provisions of **Section 3.2** (if any).
4. Water rights, claims or title to water, except for those to which Buyer has objected and Seller has agreed to cure in accordance with the provisions of **Section 3.2** (if any).
5. All matters set forth in the applicable PTR and applicable Updated Survey, except for those to which Buyer has objected and Seller has agreed to cure in accordance with the provisions of **Section 3.2**.
6. Such state of facts as would be disclosed by a physical inspection of the applicable Property.
7. All other exceptions approved (or not objected to), and any other matter which the Title Company agrees to insure against (by endorsement or otherwise), in accordance with the provisions of **Section 3.2**.

[v.12.3.2018.p.75/187]

EXHIBIT C
DOCUMENTS

[SEE ATTACHED]

[v.12.3.2018.p.76/187]

ONE PARKSIDE PROPERTY:

- 1. Financial (Op. Rep, Budget, SD)
 - a. 2016-2018 (YTD) Operating Statements
 - b. 2017 General Ledger
 - c. Schedule of Security Deposits
 - d. 2016 OPEX Budget
 - e. 2017 OPEX Budget
 - f. 2018 OPEX Budget
- 2. Revenue
 - a. Current Rent Roll and Stack Plan
 - b. Tenant Leases
 - c. Recoveries and Escalations
 - d. Accounts Receivable
 - e. Billing Statements
- 3. Expenses (Opex Budget, Contracts, Utility, RE Tax)
 - a. 2018 Operating Budget
 - b. Property Tax Bills (Past 2 years)
 - c. Service Contracts
 - d. Utility Bills
 - e. CAM reconciliations
- 4. Capital
 - a. Historical Capital
 - b. Current Budgeted Capital
- 5. Leasing (Area Calcs, Current Leasing)
 - a. Building Area Calcs
 - b. Current Leasing Activity
 - c. Existing Brokerage Agreements
- 6. Tenant Construction
 - a. Current and Future TI Schedules
 - b. Building Plans
 - c. Building Permits and Certificates
 - d. Historical TI Costs
- 7. Other (Surveys, Title, Zoning)
 - a. Common Area Agreements, CC&Rs and Easements
 - b. Other Reports and Surveys
- 8. Plans
 - a. Architectural Plans
 - b. Tenants

TWO PARKSIDE PROPERTY:

- 1. Financial (Op. Rep, Budget, SD)
 - a. 2016-2018 (YTD) Operating Statements
 - b. 2017 General Ledger
 - c. Schedule of Security Deposits
 - d. 2016 OPEX Budget
 - e. 2017 OPEX Budget
 - f. 2018 OPEX Budget
- 2. Revenue
 - a. Current Rent Roll and Stack Plan
 - b. Tenant Leases
 - c. Recoveries and Escalations
 - d. Accounts Receivable
 - e. Billing Statements
- 3. Expenses (Opex Budget, Contracts, Utility, RE Tax)
 - a. 2018 Operating Budget
 - b. Property Tax Bills (Past 2 years)
 - c. Service Contracts
 - d. Utility Bills
 - e. CAM reconciliations
- 4. Capital
 - a. Historical Capital
 - b. Current Budgeted Capital
- 5. Leasing (Area Calcs, Current Leasing)
 - a. Building Area Calcs
 - b. Current Leasing Activity
 - c. Existing Brokerage Agreements
- 6. Tenant Construction
 - a. Current and Future TI Schedules
 - b. Building Plans
 - c. Building Permits and Certificates
 - d. Historical TI Costs
- 7. Other (Surveys, Title, Zoning)
 - a. Common Area Agreements, CC&Rs and Easements
 - b. Other Reports and Surveys
- 8. Plans
 - a. Architectural Plans
 - b. Tenants

NORTH RIVER PROPERTY:

1. Financial (Op. Rep, Budget, SD)
 - a. 2016-2018 (YTD) Operating Statements
 - b. 2017 General Ledger
 - c. Schedule of Security Deposits
 - d. 2016 OPEX Budget
 - e. 2017 OPEX Budget
 - f. 2018 OPEX Budget
2. Revenue
 - a. Current Rent Roll and Stack Plan
 - b. Tenant Leases
 - c. Recoveries and Escalations
 - d. Accounts Receivable
 - e. Billing Statements
3. Expenses (Opex Budget, Contracts, Utility, RE Tax)
 - a. 2018 Operating Budget
 - b. Property Tax Bills (Past 2 years)
 - c. Service Contracts
 - d. Utility Bills
 - e. CAM reconciliations
4. Capital
 - a. Historical Capital
 - b. Current Budgeted Capital
5. Leasing (Area Calcs, Current Leasing)
 - a. Building Area Calcs
 - b. Current Leasing Activity
 - c. Existing Brokerage Agreements
6. Tenant Construction
 - a. Current and Future TI Schedules
 - b. Building Plans
 - c. Building Permits and Certificates
 - d. Historical TI Costs
7. Other (Surveys, Title, Zoning)
 - a. Common Area Agreements, CC&Rs and Easements
 - b. Other Reports and Surveys
8. Plans
 - a. Architectural Plans
 - b. Tenants

**EXHIBIT D
LITIGATION**

ONE PARKSIDE PROPERTY:

None.

TWO PARKSIDE PROPERTY:

None.

NORTH RIVER PROPERTY:

None.

EXHIBIT E**LIST OF LEASES****ONE PARKSIDE PROPERTY:**

TENANT	TENANT LEASE	TENANT DEPOSIT
Suite 100/350/370:		
Chicago Title Company	Office Lease -- Suites 100/370 dated 2/6/04 First Amendment -- Suites 100/370 dated 4/12/04 Second Amendment -- Suites 100/370 dated 10/25/04 Third Amendment -- Suites 100/370 dated 3/23/09 Fourth Amendment -- Suites 100/370 dated 8/23/12 Fifth Amendment -- Suites 100/370 dated 5/15/14 Sixth Amendment -- Suites 100/370 dated 7/15 Office Lease -- Suite 350 dated 8/1/14 First Amendment -- Suite 350 dated 9/30/17	
Suite 200:		
United Healthcare Services, Inc	Office Lease dated 1/27/17 Commencement Letter dated 4/25/17 Registration and Commission Agreement dated 2/16/17 Amendment to Agreement dated 3/31/17	
Suite 300:		
Health Essentials, LLC	Office Lease dated 4/30/12 First Amendment dated 7/15	\$4,335.00
Suite 360:		
Corcoran Consulting Group (Ardare Corporation)	Office Lease dated 6/13/08 First Amendment dated 8/9/13	\$6,997.20
Suite 400:		
Maxim Healthcare Services, Inc	Office Lease dated 10/16 Commencement Letter dated 5/3/17 Registration and Commission	

	Agreement dated 10/12/16	
Suite 460:		
Farmers Insurance Exchange	Office Lease dated 4/26/12 First Amendment dated 11/17	
		TOTAL CASH \$11,332.20

TWO PARKSIDE PROPERTY:

TENANT	TENANT LEASE	TENANT DEPOSIT
Suite 100:		
Molina Healthcare	Office Lease dated 7/15 Commencement Letter dated 2/17/16	
Suite 300:		
Gresham, Savage, Nolan & Tilden	Office Lease dated 4/28/03 First Amendment dated 10/23/03 Second Amendment dated 11/17/05 Third Amendment dated 4/14/08 Fourth Amendment dated 8/16/17 Fourth Amendment Commencement Letter dated 8/25/17 Registration and Commission Agreement dated 8/15/17	\$60,902.10
		TOTAL CASH \$60,902.10

NORTH RIVER PROPERTY:

TENANT	TENANT LEASE	TENANT DEPOSIT
Suite 100:		
County of San Bernardino Workforce Development	Lease Agreement dated 2/10/09 Lease Agreement First Amendment dated 5/6/14 Lease Agreement Second Amendment dated 9/15/15	
Suite 150:		
County of San Bernardino	Lease Agreement dated 12/16/16	

Department of Behavioral Health		
Suites 200 & 250:		
County of San Bernardino	Lease Agreement fully executed as of September 25, 2018	
Suite 300:		
Employment Development Division (State of CA)	Office Lease dated 6/15/09 First Amendment dated 6/25/10 Lease Renewal 11/2/17 Lease Renewal Letter dated 12/20/17	
		TOTAL CASH
		\$0

EXHIBIT F-1

LIST OF SERVICE CONTRACTS

ONE PARKSIDE PROPERTY:

Allied Universal Janitorial
Compass Pest Control
ACCO Engineered Services (HVAC Maintenance)
Indoor Plant Professionals (Lobby Plant service)
FirstLine (Card Access System)
Mitsubishi Elevator Maintenance
Kings3 (Elevator cab phone monitoring)
Simplex/JCI (Fire Alarm monitoring and maintenance)

TWO PARKSIDE PROPERTY:

Allied Universal Janitorial
Compass Pest Control
ACCO Engineered Services (HVAC Maintenance)
Indoor Plant Professionals (Lobby Plant service)
FirstLine (Card Access System)
Mitsubishi Elevator Maintenance
Kings3 (Elevator cab phone monitoring)
Simplex/JCI (Fire Alarm monitoring and maintenance)

NORTH RIVER PROPERTY:

Allied Universal Janitorial
Compass Pest Control
ACCO Engineered Services (HVAC Maintenance)
DataWatch (Card Access System)
Schindler Elevator Maintenance
Kings3 (Elevator cab phone monitoring)
Simplex/JCI (Fire Alarm monitoring and maintenance)

EXHIBIT F-2

LIST OF EXCLUDED SERVICE CONTRACTS

ONE PARKSIDE PROPERTY:

FirstLine (Card Access System)
Mitsubishi Elevator Maintenance
Kings3 (Elevator cab phone monitoring)
Simplex/JCI (Fire Alarm monitoring and maintenance)

TWO PARKSIDE PROPERTY:

FirstLine (Card Access System)
Mitsubishi Elevator Maintenance
Kings3 (Elevator cab phone monitoring)
Simplex/JCI (Fire Alarm monitoring and maintenance)

NORTH RIVER PROPERTY:

DataWatch (Card Access System)
Schindler Elevator Maintenance
Kings3 (Elevator cab phone monitoring)
Simplex/JCI (Fire Alarm monitoring and maintenance)

EXHIBIT G

WRITTEN NOTICE OF MATERIAL VIOLATIONS OF LAW

ONE PARKSIDE PROPERTY:

None.

TWO PARKSIDE PROPERTY:

None.

NORTH RIVER PROPERTY:

None.

EXHIBIT H
FORM OF GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

(Above Space For Recorder's Use Only)

GRANT DEED

The undersigned grantor declares:

Documentary Transfer Tax is \$ _____,
computed on the full value of property conveyed

City of _____
County of _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____, a _____, hereby
GRANTS to _____, a _____, that certain real
property which is more particularly described on Exhibit "A" which is attached hereto.

Subject to:

1. Nondelinquent taxes and assessments;
2. All other covenants, conditions, and restrictions, reservations, rights, rights of way, easements, encumbrances, liens, and title matters of record or visible from an inspection of the property or which an accurate survey of the property would disclose.

Dated: _____, 20____, _____,
a _____

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT I

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") is made and entered into as of _____, 2018 (the "Effective Date") between _____, LLC, a Delaware limited liability company ("Seller"), and _____, a _____ ("Buyer").

Recitals

A. Seller and Buyer have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of _____, 2018 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the real property and improvements commonly _____ known _____ as _____ (the "Real Property").

B. In connection with the transaction contemplated by the Purchase Agreement, Seller has agreed to assign to Buyer, and Buyer has agreed to assume, all of Seller's right, title and interest in, to and under the leases, licenses, occupancy agreements, amendments (whether styled as amendments, modifications, addendums, side letters or otherwise) and guarantees relating to the leases, licenses, occupancy agreements and amendments, as listed on Exhibit A (the "Leases").

Agreement

Seller and Buyer, therefore, agree as follows:

1. **Assignment.** Effective as of the Effective Date, Seller assigns, transfers, conveys and sets over to Buyer all of Seller's right, title and interest, if any, in, to and under the Leases. Such assignment, transfer and conveyance does not include any of the Excluded Property (as defined in the Purchase Agreement).

2. **Acceptance.** Buyer accepts the assignment of the Leases, and agrees to assume, keep, perform and fulfill all liabilities and obligations of Seller which accrue under the Leases from and after the Effective Date. Additionally, Buyer agrees to assume and discharge all of Buyer's Leasing Costs, including, without limitation, those Leasing Costs for which Buyer received a credit pursuant to the Purchase Agreement.

3. **Exculpation of Seller and Related Parties.** The recourse of Buyer or its successors or assigns against Seller, and its members, managers, officers, employees, agents and representatives, with respect to any alleged breach by or on the part of Seller of any representation, warranty, covenant undertaking, indemnity or agreement contained in this Assignment is subject to, and shall be limited as set forth in, the Purchase Agreement (including Section 9).

4. **Binding Affect.** This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

5. **No Modification.** This Assignment shall not be altered, amended or otherwise modified, except as set forth in a written document executed by Seller and Buyer.

6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California.

7. **Counterparts; Facsimile and .pdf Signatures.** This Assignment may be executed in two or more counterparts, all of which shall be read together and be construed as one instrument. Signatures sent by facsimile or email (.pdf) may be used in place of original signatures on this Assignment. Seller and Buyer intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Assignment based on the form of signature.

[Signatures follow on next page]

Seller and Buyer have executed and delivered this Assignment as of the Effective Date.

SELLER:

a _____

By: _____
Name: _____
Title: _____

BUYER:

a _____

By: _____
Name: _____
Title: _____

EXHIBIT A

(to Assignment and Assumption of Leases)
List of Leases

[TO BE PROVIDED PRIOR TO CLOSING]

EXHIBIT J

FORM OF GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "**Assignment**") is made and entered into as of _____, 2018 (the "**Effective Date**") between _____, LLC, a Delaware limited liability company ("**Seller**"), and _____, a _____ ("**Buyer**").

Recitals

A. Seller and Buyer have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of _____, 2018 (the "**Purchase Agreement**"), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, the real property and improvements commonly known as _____ (the "**Real Property**").

B. In connection with the transaction contemplated by the Purchase Agreement, Seller has agreed to assign to Buyer, and Buyer has agreed to assume, all of Seller's right, title and interest, if any, in, to and under: (i) the maintenance, service, and other like contracts and agreements with respect to the ownership and operation of the Real Property, as listed on **Exhibit A** (the "**Service Contracts**"); (ii) the intangible property, permits, licenses, approvals, guarantees and warranties pertaining exclusively to the Real Property and in each case used solely in connection with the ownership and operation of the Real Property (the "**Intangibles**").

Agreement

Seller and Buyer, therefore, agree as follows:

1. **Assignment.** Effective as of the Effective Date, Seller assigns, transfers, conveys and sets over to Buyer all of Seller's right, title and interest, if any, in, to and under the Service Contracts and the Intangibles, but only to the extent assignable or transferable without the consent of any party. Such assignment, transfer and conveyance does not include any of the Excluded Property (as defined in the Purchase Agreement).

2. **Acceptance.** Buyer accepts the assignment of the Service Contracts and the Intangibles, and agrees to assume, keep, perform and fulfill all liabilities and obligations of Seller which accrue under the Service Contracts and the Intangibles from and after the Effective Date.

3. **Exculpation of Seller and Related Parties.** The recourse of Buyer or its successors or assigns against Seller, and its members, managers, officers, employees, agents and representatives, with respect to any alleged breach by or on the part of Seller of any representation, warranty, covenant undertaking, indemnity or agreement

contained in this Assignment is subject to, and shall be limited as set forth in, the Purchase Agreement (including **Section 9**).

4. **Binding Affect.** This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

5. **No Modification.** This Assignment shall not be altered, amended or otherwise modified, except as set forth in a written document executed by Seller and Buyer.

6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California.

7. **Counterparts; Facsimile and .pdf Signatures.** This Assignment may be executed in two or more counterparts, all of which shall be read together and be construed as one instrument. Signatures sent by facsimile or email (.pdf) may be used in place of original signatures on this Assignment. Seller and Buyer intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures, and hereby waive any defenses to the enforcement of the terms of this Assignment based on the form of signature.

[Signatures follow on next page]

Seller and Buyer have executed and delivered this Assignment as of the Effective Date.

SELLER:

a _____

By: _____
Name: _____
Title: _____

BUYER:

a _____

By: _____
Name: _____
Title: _____

EXHIBIT A

(to General Assignment)
List of Service Contracts

[TO BE PROVIDED PRIOR TO CLOSING (IF ANY)]

EXHIBIT K

FORM OF BILL OF SALE

_____, LLC, a Delaware limited liability company ("**Seller**"), in consideration of \$10, receipt of which is acknowledged, sells, assigns and transfers to _____, a _____ ("**Buyer**"), all of Seller's right, title and interest in, to and under the Tangible Personal Property (as defined in that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of _____, 2018 (the "**Purchase Agreement**") between Seller and Buyer) relating to the real property and improvements commonly known as _____, _____, _____. Such sale, assignment and transfer does not include any of the Excluded Property (as defined in the Purchase Agreement).

The sale, assignment and transfer of the Tangible Personal Property is made "AS-IS," with all faults and without representation, warranty or guaranty by, or recourse against, Seller of any kind whatsoever except that Seller warrants that it is the owner of the Tangible Personal Property. Further, any implied warranties of quality, condition, fitness or merchantability are hereby disclaimed.

The recourse of Buyer or its successors or assigns against Seller, and its members, managers, officers, employees, agents and representatives, with respect to any alleged breach by or on the part of Seller of any representation, warranty, covenant, undertaking, indemnity or agreement contained in this Bill of Sale is subject to, and shall be limited as set forth in, the Purchase Agreement (including **Section 9**).

Seller has caused this Bill of Sale to be executed as of the ____ day of _____, 2018.

a Delaware limited liability company

By: _____,
Authorized Signatory

EXHIBIT L

FORM OF NOTICE TO PARTIES TO LEASES AND SERVICE CONTRACTS

_____, 2018

Re: _____ (the "Property")

Dear Tenant / Service Provider:

This is to notify you that _____ ("Seller"), has sold its interest in the property described above to _____, a _____ ("Buyer"), and in connection therewith has assigned its interest under your lease / service contract to Buyer. All notices to the owner of the Property pursuant to your lease / service contract should be sent to Buyer in the manner provided in the lease / service contract to the following address:

Very truly yours,

a Delaware limited liability company

By:

Authorized Signatory

EXHIBIT M

FORM OF CERTIFICATE OF NON-FOREIGN STATUS

To inform _____, a _____ ("**Transferee**"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (**Code**) will not be required upon the transfer of certain real property to the Transferee by _____, a _____ ("**Transferor**"), the undersigned hereby certifies the following on behalf of the Transferor:

[Disregarded Entity language: _____, a _____ ("**Transferee**") is acquiring certain real property located in the City of _____, County of _____, State of California, from _____, a Delaware limited liability company ("**Disregarded Entity**"). Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the real property interest and not the disregarded entity. Disregarded Entity, [TO BE REVISED TO REFLECT OWNERSHIP STRUCTURE: and its sole member, _____, and its sole member, _____.] are each disregarded entities as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations under the Code, and therefore, the undersigned, _____, a Delaware limited liability company ("**Transferor**"), which is the sole member of _____, LLC, is deemed to be the Transferor for purposes of Section 1445 of the Code. The undersigned hereby certifies the following on behalf of the Transferor:]

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Code;
3. Transferor's U.S. employer identification number is _____;
4. Transferor's office address is:

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this certification could be punished by fine, imprisonment or both.

[v.12.3.2018.p.100/187]

Under penalty of perjury, the undersigned declares that it has examined this certification and to the best of its knowledge and belief, the information contained in this certification is true, correct and complete.

Executed as of the _____ day of _____, 2018.

TRANSFEROR:

a Delaware limited liability company

By: _____
_____, Authorized Signatory

EXHIBIT N-1

FORM OF TENANT ESTOPPEL CERTIFICATE

The undersigned, the tenant ("**Tenant**") under a certain lease agreement dated _____ (the "**Lease**") between Tenant and _____ ("**Landlord**"), certifies as follows:

1. The Lease is presently in full force and affect and unmodified except as set forth on **Exhibit A** attached hereto. The Lease constitutes the only agreement between Landlord and Tenant with respect to the leased premises.

2. The lease term has commenced. The lease term shall end on _____, 20___. Tenant has the following options to extend the term: _____

3. Tenant has accepted possession of the leased premises under the Lease and is paying \$_____ per month as base rent under the Lease. Tenant has not assigned, transferred, or hypothecated its interest under the Lease.

4. No rent under the Lease has been paid more than 30 days in advance of its due date.

5. To the best of Tenant's knowledge, as of the date of this Tenant Estoppel Certificate, Tenant has no claim, charge, defense or offset under the Lease against rents or other charges due or to become due under the Lease. As of the date of this Tenant Estoppel Certificate, Tenant has not asserted any such offset or credit. To the best of Tenant's knowledge, there are no defaults under the Lease.

6. Tenant has not made any payment to Landlord as a security deposit or rental deposit except any payment expressly provided for in the Lease as follows: \$_____.

Tenant makes this Tenant Estoppel Certificate with the understanding that Landlord is contemplating selling the property which includes the leased premises, and the potential buyer of the property which includes the leased premises will make the purchase in material reliance on this Tenant Estoppel Certificate.

Dated: _____, 2018

[TENANT SIGNATURE BLOCK]

EXHIBIT N-2

FORM OF SELLER ESTOPPEL CERTIFICATE

The undersigned (the "Landlord") certifies to _____, a _____], and its successors and assigns (the "Buyer"), and to Buyer's lender, the following information with respect to that certain lease agreement dated _____, _____ (the "Lease", including any amendments to or modifications of the same) between Landlord and _____ (the "Tenant"):

1. The Lease is presently in full force and affect and unmodified except as set forth on **Exhibit A** attached hereto. The Lease constitutes the only agreement between Landlord and Tenant with respect to the leased premises.

2. The lease term has commenced. The lease term shall end on _____, 20___. Tenant has the following options to extend the term: _____

3. Tenant has accepted possession of the leased premises under the Lease and is paying \$_____ per month as base rent under the Lease. Tenant has not assigned, transferred, or hypothecated its interest under the Lease.

4. No rent under the Lease has been paid more than 30 days in advance of its due date.

5. To Landlord's actual knowledge, as of the date of this Seller Estoppel Certificate, Tenant has no claim, charge, defense or offset under the Lease against rents or other charges due or to become due under the Lease. As of the date of this Seller Estoppel Certificate, Tenant has not asserted any such offset or credit. To Landlord's actual knowledge, there are no defaults under the Lease.

6. Tenant has not made any payment to Landlord as a security deposit or rental deposit except any payment expressly provided for in the Lease as follows: \$_____

Notwithstanding anything to the contrary contained in this Seller Estoppel Certificate, this Seller Estoppel Certificate shall be subject to the limitations contained in Sections 5.1, 5.5 and 9 of the Purchase and Sale Agreement and Joint Escrow Instructions between Landlord and Buyer (the "Agreement") and shall be deemed automatically null and void upon the delivery of any Tenant Estoppel Certificate by Seller to Buyer prior to the Closing Date (as defined in the Agreement) from the tenant for whom Seller delivered this Seller Estoppel Certificate. The phrase "to Landlord's actual knowledge" shall mean the actual current knowledge of the Knowledge Party (as defined in the Agreement), without any undertaking or duty to undertake any independent investigation or inquiry. In no event shall the Knowledge Party incur any personal liability in connection herewith.

[v.12.3.2018.p.103/187]

Dated: _____, 2018

[LANDLORD SIGNATURE BLOCK]

EXHIBIT O

MINIMUM LEASING REQUIREMENTS

MINIMUM LEASING REQUIREMENTS FOR SUITE 100 LEASE:

TERM:	Not less than eighteen (18) months and not more than twenty-five (25) months.
BASE RENT:	Not less than \$2.20 per RSF per month (FSG).
REFURBISHMENT ALLOWANCE:	\$2.20 per RSF (which may be applied as free rent).
LEASE COMMISSION:	6% of Base Rent during the Term.

MINIMUM LEASING REQUIREMENTS FOR SUITE 360 LEASE:

TERM:	Not less than sixty (60) months and not more than one hundred twenty (120) months.
BASE RENT:	Not less than \$2.20 per RSF per month (FSG).
REFURBISHMENT ALLOWANCE:	\$85.00 per RSF (which may be applied as free rent).
LEASE COMMISSION:	6% of Base Rent during months 1-60 of the Term. 3% of Base Rent during months 61-120 of the Term. Plus: \$1.00 per RSF.

RESOLUTION #2018-12-13-FPC2 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
APPROVING AND RATIFYING AGREEMENTS FOR THE ACQUISITION OF REAL PROPERTY
(ONE PARKSIDE, TWO PARKSIDE, NORTH RIVER PROPERTIES)

[v.12.3.2018.p.105/187]

005286.00142
22131783.1

Exhibit B

[Copy of First Amendment]

**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS**

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**First Amendment**") is made and entered into as of November 27, 2018 (the "**Effective Date**"), by and among TRI CITY NORTH OWNER LLC, a Delaware limited liability company, and TRI CITY SOUTH OWNER LLC, a Delaware limited liability company (individually and collectively, "**Seller**"), and SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a public community college district of the State of California ("**Buyer**").

R E C I T A L S :

A. Buyer and Seller entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated November 7, 2018 (the "**Original Purchase Agreement**"), pursuant to which Seller agreed to sell and Buyer agreed to purchase certain properties located in San Bernardino, California, all of which are more particularly described in the Original Purchase Agreement as the "One Parkside Property," "Two Parkside Property" and "North River Property". The Original Purchase Agreement, as modified by this First Amendment, is referred to as the "**Purchase Agreement**".

B. Seller and Buyer have agreed to amend the Purchase Agreement in certain respects as set forth herein.

C. All capitalized terms not otherwise specifically defined in this First Amendment shall have meanings ascribed to such terms in the Purchase Agreement.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Waiver of Contingencies**. By execution hereof, Buyer acknowledges that, except for as provided by Sections 2, 6 and 7 below, the Due Diligence Period has expired and Buyer shall be deemed to have (i) elected not to terminate the Purchase Agreement and (ii) waived its right under Section 4.2 of the Purchase Agreement to terminate the Purchase Agreement as to the Properties.

2. **Environmental Contingency**. If Buyer, in Buyer's reasonable discretion, is not satisfied with its due diligence review associated with environmental issues of the North River Property, or the results of that certain environmental methane-related study (the "**Ramboil Report**") to be performed by Ramboil on behalf of Buyer on the North River Property on or around November 27, 2018, then Buyer may, at Buyer's sole option, elect to terminate the Purchase Agreement as to the North River Property only by delivering written notice to Escrow Holder and Seller at any time prior to December 6, 2018. If Buyer fails to timely deliver such notice, Buyer shall be deemed to have approved the environmental contingency set forth in this

Section 2, and Buyer shall not be entitled to terminate the Purchase Agreement as to the North River Property pursuant to this Section 2.

3. Closing Date. Notwithstanding the environmental contingency set forth in Section 2 above, the Closing Date with respect to all of the Properties shall mean December 11, 2018, subject to Seller's rights to extend the Closing Date pursuant to Section 6 of the Purchase Agreement and Section 4 below.

4. Tenant Estoppel Certificates. If Seller is unable to timely deliver to Buyer the appropriate number of Tenant Estoppel Certificates and/or Seller Estoppels to satisfy the Estoppel Delivery Requirement by the Estoppel Delivery Date, then Seller may, if Seller so elects and without any abatement in the Purchase Price, upon written notice to Buyer given on or prior to the Estoppel Delivery Date, adjourn each of the Estoppel Delivery Date and the then-scheduled Closing Date with respect to the affected Property(ies) one (1) time for a period determined by Seller but not to exceed thirty (30) days, and Seller and Buyer shall proceed to Closing with respect to the unaffected Property(ies). In such event, (i) a portion of the Deposit shall be applied to the Purchase Price upon the Closing of the unaffected Property(ies), which portion shall be calculated by multiplying the Deposit by a fraction, the numerator of which is the applicable Purchase Price for the unaffected Property(ies) and the denominator of which is \$44,350,000.00, and (ii) a portion of the Deposit shall remain in Escrow, which portion shall be calculated by multiplying the Deposit by a fraction, the numerator of which is the applicable Purchase Price for the affected Property(ies) and the denominator of which is \$44,350,000.00. If Seller does not elect such extension or, after any such extension, the Estoppel Delivery Requirement continues not to be satisfied, then, in either case, Buyer may elect, in Buyer's sole and absolute discretion, to either (a) terminate the Purchase Agreement and the Escrow with respect to the affected Property(ies) only pursuant to Section 6.3 of the Purchase Agreement, or (b) waive such condition and proceed to the Closing with respect to the affected Property(ies) without credit, deduction or offset.

5. Deposit. As an inducement to and consideration for Seller to enter into this First Amendment and provide the environmental contingency described in Section 2 above, on or prior to 5:00 p.m. (California time) on November 30, 2018, Buyer shall deliver the Initial Deposit and the Additional Deposit to Escrow Holder in Immediately Available Funds.

6. Rent Guaranty Escrow Agreement. Notwithstanding Section 7.6 of the Purchase Agreement, the parties shall reasonably and in good faith negotiate and approve a Rent Guaranty Escrow Agreement for each of the Suite 100 Lease and the Suite 360 Lease on or prior to December 6, 2018 (as opposed to prior to the expiration of the Due Diligence Period). Should the parties not finalize such Rent Guaranty Escrow Agreement for the Suite 100 Lease and/or Suite 360 Lease, Buyer may elect to terminate this transaction with respect to the North River Property, only, by delivering written notice thereof to Seller on or prior to 5:00 p.m. (California time) on December 6, 2018, and the entire Initial Deposit and Additional Deposit shall be applied to the Property(ies) that do close escrow hereunder. If Buyer fails to timely deliver such notice, Buyer shall not be entitled to terminate the Purchase Agreement as to the North River Property pursuant to this Section 6 and the parties shall proceed to Closing.

7. Construction Agreement. Notwithstanding Section 12.20 of the Purchase Agreement, the parties shall reasonably and in good faith negotiate and approve the Construction

Agreement on or prior to December 6, 2018 (as opposed to the expiration of the Due Diligence Period). Should the parties not finalize such Construction Agreement, Buyer may elect to terminate this transaction with respect to the Two Parkside Property, only, by delivering written notice thereof to Seller on or prior to 5:00 p.m. (California time) on December 6, 2018, and the entire Initial Deposit and Additional Deposit shall be applied to either or both of the Property(ies) that do close escrow hereunder. If Buyer fails to timely deliver such notice, Buyer shall not be entitled to terminate the Purchase Agreement as to the Two Parkside Property pursuant to this Section 7 and the parties shall proceed to Closing.

8. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument.

9. No Further Modification. Except as set forth in this First Amendment, all of the terms and provisions of the Purchase Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the provisions of this First Amendment and the provisions of the Original Purchase Agreement, the provisions of this First Amendment shall prevail. This Amendment may only be varied by a document, in writing, of even or subsequent date hereof, executed by the parties hereto.

10. Electronic Signatures. Each of the parties to this First Amendment (i) has agreed to permit the use from time to time, where appropriate, of telecopy or other electronic signatures (including, without limitation, DocuSign) in order to expedite the transaction contemplated by this First Amendment, (ii) intends to be bound by its respective telecopy or other electronic signature, (iii) is aware that the other will rely on the telecopied or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of the Purchase Agreement and the documents affecting the transaction contemplated by the Purchase Agreement based on the fact that a signature was sent by telecopy or electronic transmission only.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

SELLER:

TRI CITY NORTH OWNER LLC,
a Delaware limited liability company

By: Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its managing member

By: Hines Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its sole member

By: Hines Tri City Associates Limited Partnership,
a Texas limited partnership,
its sole member

By: Hines Investment Management Holdings Limited Partnership,
a Texas limited partnership,
its general partner

By: HIMH GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Real Estate Holdings Limited Partnership,
a Texas limited partnership,
its sole member

By: JCH Investments, Inc.,
a Texas corporation,
its general partner

By: 

Name: Douglas H. Metzler

Title: Senior Managing Director

Date of Execution: November 27, 2018

TRI CITY SOUTH OWNER LLC,
a Delaware limited liability company

By: Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its managing member

By: Hines Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its sole member


By: Hines Tri City Associates Limited Partnership,
a Texas limited partnership,
its sole member

By: Hines Investment Management Holdings Limited Partnership,
a Texas limited partnership,
its general partner

By: HIMH GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Real Estate Holdings Limited Partnership,
a Texas limited partnership,
its sole member

By: JCH Investments, Inc.,
a Texas corporation,
its general partner

By: 
Name: Douglas H. Metzler
Title: Senior Managing Director

Date of Execution: November 27, 2018

BUYER:

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT,
a public community college district of the State of California

By: 
Name: Jose F. Torres
Title: Executive Vice Chancellor

Date of Execution: November 27, 2018

RESOLUTION #2018-12-13-FPC2 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
APPROVING AND RATIFYING AGREEMENTS FOR THE ACQUISITION OF REAL PROPERTY
(ONE PARKSIDE, TWO PARKSIDE, NORTH RIVER PROPERTIES)

[v.12.3.2018.p.112/187]

005286.00142
22131783.1

Exhibit C

[Copy of Second Amendment]

**SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS**

This SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "**Second Amendment**") is made and entered into as of November __, 2018 (the "**Effective Date**"), by and among TRI CITY NORTH OWNER LLC, a Delaware limited liability company, and TRI CITY SOUTH OWNER LLC, a Delaware limited liability company (individually and collectively, "**Seller**"), and SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a public community college district of the State of California ("**Buyer**").

R E C I T A L S :

A. Buyer and Seller entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions dated November 7, 2018 (the "**Original Purchase Agreement**"), as amended by that certain First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions dated November 27, 2018 (the "**First Amendment**") between Buyer and Seller. The Original Purchase Agreement, as modified by the First Amendment and this Second Amendment, is referred to as the "**Purchase Agreement**". Pursuant to the Purchase Agreement, Seller agreed to sell and Buyer agreed to purchase certain properties located in San Bernardino, California, all of which are more particularly described in the Original Purchase Agreement as the "One Parkside Property," "Two Parkside Property" and "North River Property".

B. Seller and Buyer have agreed to amend the Purchase Agreement in certain respects as set forth herein.

C. All capitalized terms not otherwise specifically defined in this Second Amendment shall have meanings ascribed to such terms in the Purchase Agreement.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Two Parkside. In connection with Section 12.20 of the Original Purchase Agreement and Section 7 of the First Amendment: (i) concurrently with the execution of this Second Amendment, Buyer and HILP are entering into that certain Construction Administration Agreement attached hereto as Exhibit A (the "**CAA**"), pursuant to which, among other things (A) Buyer shall directly hire a contractor to construct certain tenant improvements (the "**Buyer Tenant Improvements**") for Buyer on the second (2nd) floor of the building located on the Two Parkside Land, and (B) HILP shall serve as the Construction Administrator providing certain business administration and management services in connection with the Buyer Tenant Improvements; (ii) concurrently with the execution of this Second Amendment, South Seller and Buyer shall enter into that certain Construction License and Indemnity Agreement in the form attached hereto as Exhibit B such that Buyer (and Buyer's contractor and subcontractors) may enter the Two Parkside Land prior to Closing to construct the Buyer Tenant Improvements; and

(iii) Seller and Buyer agree that from and after the date Buyer delivers the Additional Deposit, Buyer may transfer up to (but no more than) \$1,000,000.00 of the Additional Deposit to a separate account established by Buyer to help Buyer pay for the Buyer Tenant Improvements (and upon the occurrence thereof, such amount so transferred shall no longer be considered part of the Deposit).

2. North River. In connection with Section 7.6 of the Original Purchase Agreement and Section 6 of the First Amendment, Seller Buyer and Escrow Holder agree: (i) on the form of the Rent Guaranty Escrow Agreement with respect to the Suite 100 Lease attached hereto as Exhibit C; (ii) on the form of the Rent Guaranty Escrow Agreement with respect to the Suite 360 Lease attached hereto as Exhibit D; and (iii) that the provisions set forth in the Rent Guaranty Escrow Agreements attached hereto as Exhibit C and Exhibit D supersede all of the provisions set forth in the last two sentences of Section 7.6 of the Original Purchase Agreement.

3. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument.

4. No Further Modification. Except as set forth in this Second Amendment, all of the terms and provisions of the Purchase Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the provisions of this Second Amendment and the provisions of the Original Purchase Agreement, the provisions of this Second Amendment shall prevail. This Second Amendment may only be varied by a document, in writing, of even or subsequent date hereof, executed by the parties hereto.

5. Electronic Signatures. Each of the parties to this Second Amendment (i) has agreed to permit the use from time to time, where appropriate, of telecopy or other electronic signatures (including, without limitation, DocuSign) in order to expedite the transaction contemplated by this Second Amendment, (ii) intends to be bound by its respective telecopy or other electronic signature, (iii) is aware that the other will rely on the telecopied or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of the Purchase Agreement and the documents affecting the transaction contemplated by the Purchase Agreement based on the fact that a signature was sent by telecopy or electronic transmission only.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

SELLER:

TRI CITY NORTH OWNER LLC,
a Delaware limited liability company

By: Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its managing member

By: Hines Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its sole member

By: Hines Tri City Associates Limited Partnership,
a Texas limited partnership,
its sole member

By: Hines Investment Management Holdings Limited Partnership,
a Texas limited partnership,
its general partner

By: HIMH GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Real Estate Holdings Limited Partnership,
a Texas limited partnership,
its sole member

By: JCH Investments, Inc.,
a Texas corporation,
its general partner

By: _____
Name: Douglas H. Metzler
Title: Senior Managing Director

Date of Execution: November __, 2018

TRI CITY SOUTH OWNER LLC,
a Delaware limited liability company

By: Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its managing member

By: Hines Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its sole member

By: Hines Tri City Associates Limited Partnership,
a Texas limited partnership,
its sole member

By: Hines Investment Management Holdings Limited Partnership,
a Texas limited partnership,
its general partner

By: HIMH GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Real Estate Holdings Limited Partnership,
a Texas limited partnership,
its sole member

By: JCH Investments, Inc.,
a Texas corporation,
its general partner

By: _____

Name: Douglas H. Metzler

Title: Senior Managing Director

Date of Execution: November ____, 2018

[w.12-3-2018.p.117/187]
BUYER:

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT,
a public community college district of the State of California

By: _____
Name: _____
Title: _____

Date of Execution: November __, 2018

[v.12.3.2018.p.118/187]

JOINDER BY ESCROW HOLDER

Escrow Holder hereby acknowledges that it has received this Second Amendment executed by the Seller and Buyer and that Escrow Holder approves of (i) the form of the Rent Guaranty Escrow Agreement with respect to the Suite 100 Lease attached hereto as Exhibit C, and (ii) the form of the Rent Guaranty Escrow Agreement with respect to the Suite 360 Lease attached hereto as Exhibit D.

Dated: November __, 2018

FIRST AMERICAN TITLE COMPANY

By: _____
Name: Jeanne Gould
Title: Senior Escrow Officer

[v.12.3.2018.p.119/187]

EXHIBIT A

CONSTRUCTION ADMINISTRATION AGREEMENT

[SEE ATTACHED]

CONSTRUCTION ADMINISTRATION AGREEMENT
BETWEEN
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, A PUBLIC COMMUNITY
COLLEGE DISTRICT OF THE STATE OF CALIFORNIA
AND
HINES INTERESTS LIMITED PARTNERSHIP
FOR
THE CONSTRUCTION OF THE IMPROVEMENTS
IN
550 E. HOSPITALITY LANE, SAN BERNARDINO, CA

[v.12.3.2018.p.121/187]

AGREEMENT

Made this _____ day of November 2018 (the "Contract Effective Date")

BETWEEN Tenant: San Bernardino Community College District, a public
community college district of the State of California

and Construction Administrator: Hines Interests Limited Partnership

The Project: The improvements on the second floor of 550 E.
Hospitality Lane, San Bernardino, CA 92408

Architect: 19six Architects

Tenant and Construction Administrator agree as set forth below:

ARTICLE I
DEFINITIONS

1.1 As used in this Agreement, the following terms shall have the respective meanings indicated and such meanings are incorporated in each such provision where used as if fully set forth therein:

"Agreement" shall mean this Tenant Construction Administration Agreement between Tenant and Construction Administrator.

"Contractor" shall mean the Tenant's general contractor and any other contractors hired directly by Tenant to perform the Work.

"Contract Documents" shall mean the Construction Contract and the Drawings and Specifications.

"Construction Contract" shall mean the contract or contracts entered into by and between Tenant and Contractor for the completion of the Work.

"Drawings and Specifications" shall mean the plans and specifications for the Work prepared by Architect prior to the execution of the Construction Contract and all modifications, change orders and addenda thereto issued after the execution of the Construction Contract pursuant to the terms thereof. The Drawings and Specifications shall be based upon the Final Working Drawings.

"Managed Project Costs" shall mean the aggregate amount of (i) all architectural and engineering fees payable in connection with the design of the Work, and (ii) all hard costs payable by Tenant in connection with the acquisition, construction and installation of the Work, but shall not include costs related to FF&E (furniture, fixtures & equipment).

"Property" shall mean the office building having the street address of 550 E. Hospitality Lane, San Bernardino, California 92408.

"Substantially Complete" or "Substantial Completion" shall mean the completion of all items of the Work in substantial compliance with the Contract Documents except for minor punch list items which in the aggregate do not materially interfere with the use and occupancy of the subject space for its intended purpose and which can be completed without materially interfering with the use of such space.

"Work" shall mean the tenant improvement construction required of the Contractor by the Contract Documents, and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE II
CONSTRUCTION ADMINISTRATOR'S SERVICES AND RESPONSIBILITIES

2.1 Construction Administrator covenants with Tenant to further the interests of Tenant by furnishing Construction Administrator's skill and judgment in cooperation with, and in

reliance upon, the services of Architect and Contractor. Construction Administrator agrees to furnish business administration and management services and to perform such services in an expeditious and economical manner consistent with the interests of Tenant. The services furnished by Construction Administrator hereunder shall be performed primarily through a single representative of Construction Administrator assigned to Tenant, and Tenant and Architect recognize that such representative will be the agent with authority to act for Construction Administrator.

ARTICLE III BASIC SERVICES

Construction Administrator's basic services consist of the two phases described below.

3.1 PRECONSTRUCTION PHASE

3.1.1 Coordinate preparation of the preliminary Project budget. With Architect's and Contractor's assistance, prepare a preliminary estimate of the construction costs for the Work ("Construction Cost"). Assist Tenant and Architect in Project budget requirements and other design parameters. Provide evaluations of alternative materials and systems.

3.1.2 Review Architect's Project schedule and comment on its integration of Construction Administrator's services, Architect's services and Tenant's responsibilities and requirements with anticipated construction sequences and schedules. Review key Tenant decision dates. Review dates of required shop drawing and submittal approval by Architect.

3.1.3 Prepare for review and approval by Tenant a detailed RFP process including a Request for Proposal to be provided to approved bidders, which shall provide for the bidding of the Work to at least three (3), but no more than four (4) potential general contractors.

3.1.4 Make recommendations for pre-qualification criteria for bidders and develop a bid list in coordination with Tenant and Architect. Establish bidding schedules. Review and comment on bid documents prepared by Architect and Tenant and issue the approved RFP and bid documents to all bidders. In coordination with Architect, conduct pre-bid conferences to familiarize bidders with the bid documents, management techniques and any special systems, materials or methods. Respond to and refer questions from bidders to Architect and Tenant, where appropriate.

3.1.5 In coordination with Tenant, receive bids, prepare bid analyses, make recommendations to Tenant for award of the Construction Contract or rejection of bids and assist in the negotiations of bids.

3.1.6 In coordination with Tenant, conduct pre-award conferences with the successful bidder. Advise Tenant on the acceptability of subcontractors and material suppliers proposed by Contractor.

The "Construction Phase" will commence with the award of the first Construction Contract and, together with Construction Administrator's obligation to provide basic services in the Preconstruction Phase under this Agreement, will continue throughout the Term (as hereinafter defined). Unless otherwise provided in this Agreement and incorporated in the Contract Documents, Construction Administrator, with the cooperation of Architect and Tenant, shall provide administration of the Construction Contract as set forth below:

3.2.1 Provide administrative management and related services as required to coordinate Work of Contractor.

3.2.2 Schedule and conduct periodic construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling.

3.2.3 Coordinate the development of the Work construction schedule by Contractor and incorporate key dates as requested by Architect and Tenant. Periodically have Contractor and Architect update and reissue the Work construction schedule.

3.2.4 Endeavor to achieve satisfactory performance from Contractor and report to Tenant (as soon as reasonably possible) any known fault or defect in the Work or known nonconformance with the Contract Documents. Recommend courses of action to Tenant when requirements of a Contract Document are not being fulfilled, and the nonperforming party will not take satisfactory corrective action.

3.2.5 Revise and refine the approved estimate of Construction Cost to incorporate approved changes as they occur and notify Tenant of such changes.

3.2.6 Maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.

3.2.7 Recommend necessary or desirable changes to Architect and Tenant. Review requests for changes initiated by Tenant, Architect or Contractor. Assist in negotiating Contractor's proposals and submit recommendations to Tenant, and if they are accepted, prepare change orders for Tenant's authorization.

3.2.8 Develop and implement a monthly schedule and procedures for the review and processing of applications for payment by Contractor for progress and final payments (an "Application for Payment").

3.2.9 Assist Architect in determining, in general, that the Work of Contractor is being performed in accordance with the requirements of the Contract Documents. Whenever, in its opinion, it considers it necessary or advisable for the implementation of the intent of the Contract Documents, Construction Administrator shall make recommendations to the Architect regarding, and with the consent of Tenant in each instance shall require, special inspection or testing of the Work, whether or not such Work be then fabricated, installed or completed.

However, neither Construction Administrator's authority to act under this subparagraph 3.2.10, nor any decision made by it in good faith and in the exercise of due diligence, either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of Construction Administrator to Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

3.2.10 Construction Administrator will not be responsible for, and will not have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and it will not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents. Construction Administrator will not be responsible for, or have control or charge over, the acts or omissions of Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the Work. Construction Administrator is acting solely as a consultant and advisor with respect to administrating the Work but is not acting as a contractor and is not guaranteeing the performance of the Work.

3.2.11 Construction Administrator shall require Contractor to maintain a record copy of the Drawings and Specifications, to record all changes made during construction and to maintain other related contracts, documents and revisions which arise out of the Construction Contract or the Work (the "Construction Documents") and to deliver to Tenant and Landlord, upon completion of the Work, a complete and final set of the record Drawings and Specifications and Construction Documents.

3.2.12 With Construction Administrator's personnel, observe Contractor's commissioning of the building systems (i.e., checkout of utilities, operational systems and equipment for readiness and monitoring of initial start-up and testing).

3.2.13 Construction Administrator shall be available for consultation in the preparation of the punch list and shall assist Tenant and Architect in preparing subsequent inspections. Construction Administrator shall coordinate the correction and completion of the Work noted on the punch list. Construction Administrator may request that Tenant and Architect reinspect portions of the Work.

3.2.14 Following the confirmation by Tenant of Substantial Completion, monitor and evaluate the completion of the Work noted on the list accompanying the certificate of Substantial Completion issued by the Architect, and make recommendations to Tenant when the Work is ready for final inspection. Assist Architect in making final inspections. Secure from Contractor and transmit to Tenant any required guarantees, affidavits, releases, bonds and waivers. Deliver all manuals, record drawings and maintenance stocks received from Contractor to Tenant, except that Construction Administrator shall be permitted to retain one (1) copy thereof.

3.2.15 Construction Administrator will be Tenant's representative during construction and until final payment is due. Construction Administrator will advise and consult with Tenant throughout the Preconstruction Phase and the Construction Phase. Tenant's or Architect's instructions to Contractor shall be forwarded through Construction Administrator.

Construction Administrator shall keep Tenant advised of and copied on any communications with the Contractor, Architect or other consultants contracted by Tenant. Tenant shall keep Construction Administrator advised of and copied on any communications with Contractor, Architect or other consultants contracted by Tenant.

3.2.16 Construction Administrator shall at all times have access to the Work wherever it is in preparation and progress. The Construction Contract shall provide that Contractor shall provide facilities for such access so Construction Administrator may perform its functions under the Contract Documents.

3.2.17 All interpretations and recommendations of Construction Administrator with respect to the Work shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In its capacity as interpreter, Construction Administrator will endeavor to secure faithful performance by both Tenant and Contractor, will not show partiality to either and will not be liable for the result of any interpretation rendered in good faith and in the exercise of due diligence in such capacity.

3.2.18 Construction Administrator will require from the Contractor and forward to Tenant for Tenant's review and permanent record written warranties and related documents required by the Contract.

3.2.19 The duties, responsibilities and limitations of authority of Construction Administrator as set forth in the Contract Documents will not be modified or extended without written consent of Tenant and Construction Administrator and notice to Contractor and Architect.

3.2.20 In reviewing the quality and progress of the Work and submittals received from Contractor, Construction Administrator is acting solely for the convenience of Tenant. Construction Administrator has no responsibility to assist Contractor in the supervision or performance of the Work.

3.2.21 Tenant's third-party consultants and contractors are responsible to Tenant for providing (i) services and advice regarding construction means, methods, sequences or techniques and (ii) other services which require a professional engineer's, architect's or other license. Tenant understands and agrees that Construction Administrator is not responsible for or liable to Tenant with respect to such services and advice. Construction Administrator shall not be liable for any failure of performance of Contractor, Architect or any other third party and shall not be liable to Tenant for any defects in the Contract Documents or any workmanship. Construction Administrator is not obligated or expected to provide exhaustive or continuous on-site inspections or reviews of the Work. Construction Administrator shall not be responsible for any delays in the completion of the Work, including but not limited to such delays that may extend the completion of the Work beyond contemplated completion dates in the Contract Documents or otherwise. Construction Administrator shall not be responsible for any delay, loss or damage caused by Tenant's failure or refusal to timely provide decisions, information or funds required by Tenant.

ARTICLE IV
TENANT'S RESPONSIBILITIES

4.1 Tenant shall provide to Construction Administrator full information regarding the requirements for the Project.

4.2 Tenant designate a representative authorized to act on Tenant's behalf with respect to the Work. Tenant, or such authorized representative, shall examine documents submitted by Construction Administrator and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Work or Construction Administrator's services and Construction Administrator shall be entitled to rely on such authorized representative's representations in executing the Work.

4.3 Tenant shall retain Architect, whose services, duties and responsibilities are described in an agreement between Tenant and Architect. The terms and conditions of the Tenant-Architect Agreement and modifications thereto will be furnished to Construction Administrator. If Tenant makes any modification to the Tenant-Architect agreement that affects Construction Administrator without Construction Administrator's consent, Construction Administrator shall be relieved of all obligations and responsibilities with respect to such change. Actions taken by Architect as agent of Tenant shall be the acts of Tenant, and Construction Administrator shall not be responsible for them. Architect, as agent for Tenant, shall manage and coordinate all of the other consultants or engineering drawings and shall produce and maintain a fully coordinated and up-to-date set of bid documents and Construction Documents. Tenant shall cause Architect to be available to the jobsite as reasonably necessary not to delay the progress of the Work. Whenever Tenant must participate with Architect and/or Construction Administrator for inspections or approvals, Tenant's representative shall be available to Construction Administrator as reasonably necessary to not delay progress of the Work.

4.4 Tenant shall furnish or conduct promptly, as required, all structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law and in accordance with the Contract Documents so as not to delay the Work.

4.5 Tenant shall promptly furnish Construction Administrator with such Contract Documents and Construction Documents as reasonably requested by Construction Administrator.

4.6 Tenant shall provide, or have Architect provide, review, comment or approval of shop drawings, samples or other submittals within seven (7) business days of receipt thereof from Contractor, or sooner if reasonably required so as not to delay the Work.

4.7 The services, information and reports, required by Sections 4.1 through 4.6, inclusive, shall be furnished at Tenant's expense, and Construction Administrator shall be entitled to rely upon their accuracy and completeness.

4.8 If Tenant observes or otherwise becomes aware of any fault or defect in the Work, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by Tenant to Construction Administrator and Architect.

[v.12.3.2018.128/18] 4.9 Tenant reserves the right to perform work related to the Project with Tenant's own forces, and to award contracts in connection with the Project which are not part of the Work.

4.10 Tenant shall furnish the required information and services in accordance with this Agreement and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Work and Construction Administrator's services.

4.11 Tenant and Construction Administrator expressly acknowledge and agree that Tenant shall be responsible for (i) all telephone equipment, installation and cabling; (ii) computer and related equipment, installation and cabling; (iii) audio/visual equipment, installation and cabling; (iv) moveable furniture, fixtures, accessories and equipment; (v) signage; and (vi) all telecom or cable service, including the selection of telecom providers, relating to the Project. Construction Administrator shall have no responsibility for the items listed above unless Construction Administrator, in its sole discretion, agrees in writing to perform such services related to the Project. Such additional services shall be subject to compensation in addition to the amounts provided for in Article VI herein.

4.12 Tenant shall make all payments required under Article V, VI, and VII.

ARTICLE V CONSTRUCTION COST

5.1 Evaluations of Tenant's Project budget and cost estimates prepared by Construction Administrator represent Construction Administrator's best judgment as a professional familiar with the construction industry. It is recognized, however, that neither Construction Administrator nor Tenant has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices or other competitive bidding or negotiating conditions. Accordingly, Construction Administrator cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget bid proposed, established or approved by Tenant, or from any cost estimate or evaluation prepared by Construction Administrator.

5.2 Tenant shall pay when due and as it is obligated to pay under the appropriate agreements, including the Construction Contract, the cost of all services, materials and labor in connection with the Work and all other fees and charges incurred by Construction Administrator on behalf of Tenant to the extent permitted hereunder or otherwise.

5.3 Construction Administrator is not authorized or required hereunder to make any payments to Contractor or any other party and Construction Administrator shall have no authority or obligation whatsoever to advance any funds to pay the cost of any portion of the Work or to advance any funds to cover any budgetary shortfall.

ARTICLE VI
PAYMENT TO THE CONSTRUCTION ADMINISTRATOR

6.1 Construction Administrator shall be paid a fee (the "Fee") equal to (i) five percent (5%) of the amount less than or equal to \$250,000, and (ii) three percent (3%) of the amount greater than \$250,000 of the Managed Project Costs. Payment of the Fee shall be made directly to Construction Administrator. During the Term, Construction Administrator shall be reimbursed monthly, but no earlier than ten (10) business days after receipt of an invoice together with reasonable backup documentation, for all reasonable out-of-pocket third-party expenses, without mark-up, incurred by Construction Administrator in performing the services required by this Agreement, or otherwise expressly permitted below ("Reimbursable Expenses"). Included in Reimbursable Expenses are the costs of reproductions of plans, specifications, surveys and site plans, postage or other delivery expenses, cost for copies made off-site of the Project, mileage expenses, expenses incurred related to seeking and obtaining permits for the Project, and travel and related out-of-pocket business expenses incurred by Construction Administrator's personnel in connection with the Project.

6.2 No deductions shall be made from Construction Administrator's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractor, including any retainage, or on account of the cost of changes in Work.

6.3 Any portion of the Fee not paid by Tenant when due shall bear interest at the lessor (i) 12% per annum, compounded monthly, or (ii) the maximum nonusurious rate of interest permitted by applicable laws.

ARTICLE VII
TERMINATION OF AGREEMENT

7.1 The term of this Agreement (the "Term") shall commence as of the date of this Agreement and shall continue until the date which is thirty (30) days after Substantial Completion or such later date as is reasonably required to complete all punchlist items as mutually agreed upon by Tenant and Construction Administrator, unless terminated earlier pursuant to this Article VII.

7.2 Tenant may, in addition to its other remedies, terminate this Agreement by notice to Construction Administrator following the occurrence of any material breach of this Agreement by Construction Administrator which remains uncured for more than thirty (30) days following notice from Tenant (plus, with respect to breaches which cannot reasonably be cured within thirty (30) days, such additional period as is reasonably required to cure such breach) ("Construction Administrator Event of Default"). Upon the date of such termination specified in Tenant's notice, Tenant shall pay to Construction Administrator all sums earned by or payable to Construction Administrator as of such date, less the actual damages incurred by Tenant as a result of such breach (subject to the limitations on damages provided for in this Agreement).

7.3 Construction Administrator may, in addition to its other remedies, terminate this Agreement by notice to Tenant if Tenant (i) fails to timely pay any sum owed to Construction

Administrator which remains unpaid for more than ten (10) days after notice from Construction Administrator, or (ii) breaches any other material obligation of Tenant under this Agreement which continues for more than thirty (30) days after notice from Construction Administrator (plus, in the case of breaches which cannot reasonably be cured within thirty (30) days, such additional time as is reasonably required to cure such breach) (a "Tenant Event of Default"). Upon the date of termination specified in Construction Administrator's notice, Tenant shall pay to Construction Administrator the entire then unpaid Fee due under this Agreement (including without limitation, any portion which would have been payable if the Work had been completed), together with interest on all sums not paid when due as provided in Section 6.3.

7.4 Construction Administrator may also terminate this Agreement by notice to Tenant in the event Tenant stops funding the cost of work on the Project or orders that work stop on the Project and work is stopped for sixty (60) days or more. In such event, Tenant shall pay to Construction Administrator upon the effective date of termination all sums earned by or payable to Construction Administrator as of such date.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEVADA, EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO ANOTHER JURISDICTION.

8.2 EACH OF THE PARTIES HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA AND OF ANY NEVADA STATE COURT SITTING IN CLARK COUNTY, NEVADA FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND AGREES THAT SUCH COURTS SHALL BE THE EXCLUSIVE FORUM FOR RESOLVING ANY DISPUTE OR CONTROVERSY UNDER OR WITH RESPECT TO THIS CONTRACT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

8.3 EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT.

8.4 As between the parties to this Agreement and as to all acts or failures to act by either party to this Agreement occurring on or prior to the date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be

deemed to have occurred, not later than the date of Substantial Completion, and as to any acts or failures to act occurring after the date of Substantial Completion, not later than the date of issuance by the Architect of the final certificate of payment when the Architect finds the Work acceptable under the Contract Documents and the Construction Contract fully performed.

8.5 Notwithstanding anything to the contrary contained in this Agreement, the liability of Construction Administrator to Tenant for any liabilities, obligations, losses, damages, claims, actions, suits, judgments, costs, expenses and disbursements (including reasonable legal fees and expenses) incurred by Tenant as a result of or arising out of or relating to this Agreement and/or the Project shall be limited, in the aggregate, to a sum equal to the Fee which has theretofore been paid to Construction Administrator. In no event shall Tenant make any claim against Construction Administrator or its partners or affiliates, or their shareholders, officers, directors or employees, on account of any act or omission of Construction Administrator or any of the foregoing if the same is done in good faith utilizing the standard of care of an experienced developer of large commercial real estate projects and in accordance with a good faith interpretation of this Agreement. Tenant may assert claims only against Construction Administrator, and under no circumstances shall any partner or affiliate of Construction Administrator or any shareholder, officer, director, employee or agent of Construction Administrator or any partner or affiliate of Construction Administrator (or any person or entity which may have succeeded to the interest or assumed the obligations of Construction Administrator under this Agreement), be personally liable for any of the obligations of Construction Administrator under this Agreement. All permitted transferees of Construction Administrator's rights under this Agreement shall have the benefit of this Section 8.5, and this Section 8.5 shall survive the expiration or termination of this Agreement.

8.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto.

8.7 If any provision in this Agreement is held to be unenforceable, the remainder of this Agreement shall continue in full force and effect and, to the extent permitted by law, this Agreement shall be interpreted so as to give effect to the original written intent of the parties. If any portion of a provision is held to be unenforceable, the remainder shall be enforced to the maximum extent so as to give effect to the original written intent of the parties.

8.8 If Construction Administrator or Tenant obtains a judgment against the other with respect to a dispute arising under this Agreement, reasonable attorneys' fees and costs as fixed by the court shall be included in the judgment.

8.9 This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same agreement.

8.10 The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed as waiver of such terms and conditions on any future occasion.

No waiver shall be implied by any isolated or repeated action or non-action. To be effective, any waiver must be in writing executed by the party to be bound thereby.

8.11 Nothing contained in this Agreement shall be construed to make Tenant and Construction Administrator partners or joint venturers or to render either party liable for the debts or obligations of the other.

8.12 Each party agrees to execute, acknowledge, deliver, file, record and publish such further instruments and documents, and do all such other acts and things as may be required by law, or as may be required to carry out the purposes and intent of this Agreement.

ARTICLE IX SUCCESSORS AND ASSIGNS; ASSIGNMENT

9.1 Tenant and Construction Administrator, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement; provided, however, that neither Construction Administrator nor Tenant may assign this Agreement without the consent of the other, except that Construction Administrator may, without Tenant's consent, assign its interest and delegate its duties hereunder to any affiliate of Construction Administrator.

ARTICLE X EXTENT OF AGREEMENT

10.1 This Agreement may be amended only by written instrument signed by both Tenant and Construction Administrator.

10.2 Nothing contained herein shall be deemed to create any contractual relationship between Construction Administrator and Architect or Contractor, subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against Tenant or Construction Administrator which does not otherwise exist without regard to this Agreement.

ARTICLE XI INSURANCE AND INDEMNITY

11.1 Insurance by Tenant. Tenant shall maintain insurance in accordance with Exhibit A attached hereto. Construction Administrator shall be named as an additional insured on all of Tenant's liability insurance policies maintained with respect to the Project and each policy shall be endorsed to provide Construction Administrator with at least thirty (30) days advance written notice of non-renewal, reduction in coverage or cancellation. Upon request, Tenant shall provide Construction Administrator certificates of insurance outlining evidence of Tenant's insurance and the terms thereof. Tenant's liability policies shall be primary (vis-a-vis any insurance carried by Construction Administrator) as to claims arising out of activities of Construction Administrator with respect to the Project.

[v.12.3.2018] p.233/11 11.2 Insurance by Construction Administrator. Construction Administrator shall maintain commercial general liability insurance of limits of not less than \$1,000,000. Upon request, Construction Administrator shall provide Tenant certificates of insurance outlining evidence of Construction Administrator's insurance and the terms thereof.

11.3 Insurance Standards. The insurance required to be maintained by each party shall be maintained with financially responsible insurance carriers licensed to do business in the State in which the Project is located. Each party may carry its insurance as part of a blanket insurance policy and in a combination of primary and umbrella coverage. Either Party may self insure for workers' compensation insurance in accordance with statutory requirements.

11.4 WAIVER OF CLAIMS AND SUBROGATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EACH PARTY WAIVES ALL CLAIMS AGAINST THE OTHER PARTY, AND THE AFFILIATES, PARTNERS, MEMBERS, OFFICERS, EMPLOYEES, SHAREHOLDERS AND AGENTS OF SUCH OTHER PARTY, FOR ALL LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES ON ACCOUNT OF FIRE, ACCIDENT OR OTHER CASUALTY, THE CAUSE OF WHICH IS INSURED AGAINST OR WHICH IS INSURABLE UNDER A STANDARD "ALL RISK" PROPERTY INSURANCE POLICY AVAILABLE IN THE STATE IN WHICH THE PROJECT IS LOCATED, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING THE NEGLIGENCE OF ANY OTHER PARTY HERETO, ITS AFFILIATES, PARTNERS, MEMBERS, OFFICERS, EMPLOYEES, SHAREHOLDERS AND AGENTS. TENANT SHALL REQUIRE THAT ITS PROPERTY INSURANCE POLICIES MAINTAINED WITH RESPECT TO THE PROJECT, OR PROPERTY USED IN CONNECTION WITH THE PROJECT, SHALL CONTAIN WAIVERS OF SUBROGATION RIGHTS AGAINST THE CONSTRUCTION ADMINISTRATOR AND ITS AFFILIATES, PARTNERS, MEMBERS, OFFICERS, EMPLOYEES, SHAREHOLDERS AND AGENTS.

11.5 INDEMNITY BY TENANT. TO THE FULLEST EXTENT ALLOWED BY LAW, TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CONSTRUCTION ADMINISTRATOR AND ITS AFFILIATES, PARTNERS, MEMBERS, OFFICERS, EMPLOYEES, SHAREHOLDERS AND AGENTS (INDIVIDUALLY AND COLLECTIVELY THE "MANAGER INDEMNITEES") FROM AND AGAINST ALL SUITS, PROCEEDINGS, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER DEFENSE COSTS, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE PROJECT HEREUNDER, EXCEPT TO THE EXTENT THAT ANY SUCH CLAIM ARISES OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MANAGER INDEMNITEE. IT IS THE EXPRESS INTENT OF THE PARTIES THAT CONSTRUCTION ADMINISTRATOR BE INDEMNIFIED AGAINST ITS OWN NEGLIGENCE (BUT NOT FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT). TENANT SHALL ASSUME ON BEHALF OF THE MANAGER INDEMNITEES THE DEFENSE OF ANY ACTION AT LAW OR IN EQUITY WHICH MAY BE BROUGHT AGAINST THE MANAGER INDEMNITEES BASED ON A CLAIM FOR WHICH INDEMNIFICATION IS PERMITTED HEREUNDER. THE PROVISIONS OF THIS SECTION 11.5 SHALL

~~SURVIVE THE~~ TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY MATTERS OCCURRING BEFORE THE TERMINATION.

ARTICLE XII
NO WARRANTIES

12.1 CONSTRUCTION ADMINISTRATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY NEGATED AND WAIVED. WITHOUT LIMITING THE FOREGOING, CONSTRUCTION ADMINISTRATOR SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF THE WORK.

12.2 THE CONTRACT DOCUMENTS SHALL CONTAIN THE WARRANTIES AND COVENANTS TENANT WILL REQUIRE FROM THE CONTRACTOR AND TENANT SHALL BE THE PRIMARY BENEFICIARY OF SAID WARRANTIES AND COVENANTS. CONSTRUCTION ADMINISTRATOR SHALL NOT BE OBLIGATED TO, AND DOES NOT, MAKE ANY WARRANTIES AND COVENANTS TO TENANT WITH RESPECT TO THE WORK, NOR SHALL CONSTRUCTION ADMINISTRATOR BE RESPONSIBLE FOR ANY OF THE WARRANTIES AND COVENANTS FROM CONTRACTOR TO TENANT.

ARTICLE XIII
REPAIRS AND INSPECTIONS

13.1 Any repair to the Work which becomes necessary due to Tenant's activities or those activities of its contractors or subcontractors, will be performed at Tenant's additional expense.

13.2 All persons who desire to visit the Project during the prosecution of the Work prior to Architect's issuance of the certificate of Substantial Completion shall obtain the prior consent of the Construction Administrator, such consent not to be unreasonably withheld or delayed; provided, however, Architect and representatives of Tenant shall have the right to make visits to inspect the Work without such consent so long as he or she complies with the reasonable rules and regulations of the Construction Administrator uniformly applied to all visitors to the Project. Tenant hereby indemnifies and holds Construction Administrator harmless from and against any claim, loss, cost, damage, expense or injury to persons or property which arise out of or result from such visits unless caused by the willful misconduct or gross negligence of Construction Administrator, Contractor or Construction Administrator's contractor's, agents or employees.

[End of Page]

This Agreement is executed on the date and year first written above.

TENANT:

San Bernardino Community College District, a public community college district of the State of California

By: _____
Name: _____
Title: _____

Date executed by Tenant: _____

CONSTRUCTION ADMINISTRATOR:

HINES INTERESTS LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Hines Holdings, Inc.,
a Texas corporation,
its general partner

By: _____
Name: James C. Buie, Jr.
Title: Senior Managing Director/
Chief Executive Officer

Date executed by Construction
Administrator: _____

EXHIBIT A

TENANT'S INSURANCE REQUIREMENTS

<u>Type of Insurance</u>	<u>Requirements and Comments</u>
Liability Insurance	Commercial General Liability Insurance with Contractual Liability Coverage in an amount of not less than \$5,000,000 combined single limits
Worker's Compensation Insurance	Sufficient to satisfy statutory requirements
Employer's Liability Insurance	Not less than \$1,000,000 in coverage

EXHIBIT B

FORM OF CONSTRUCTION LICENSE AND INDEMNITY AGREEMENT

CONSTRUCTION LICENSE AND INDEMNITY AGREEMENT

THIS CONSTRUCTION LICENSE AND INDEMNITY AGREEMENT (the “**Agreement**”) is made and entered into as of _____, 2018, by and between TRI CITY SOUTH OWNER LLC, a Delaware limited liability company (“**Owner**”), and SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a public community college district of the State of California (“**SBCCD**”).

RECITALS

A. Owner holds title to certain real property (the “**Property**”) located in the County of San Bernardino (“**County**”), State of California (“**State**”) as more particularly described in Exhibit A attached hereto.

B. Owner, Tri City North Owner LLC, a Delaware limited liability company, and SBCCD have entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated November __, 2018 (the “**Original Purchase Agreement**”), as amended by that certain First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions, dated November __, 2018 (the “**First Amendment**”). The Original Purchase Agreement, as modified by the First Amendment, is referred to as the “**Purchase Agreement**”.

C. SBCCD desires to hire a contractor to enter upon the Property prior to the Closing of the Property under the Purchase Agreement to construct certain tenant improvements (the “**Improvements**”) for SBCCD on the second (2nd) floor of the building located on the Property, on certain terms and conditions.

D. Capitalized terms used, but not otherwise defined, herein shall have the meanings given to them in the Purchase Agreement.

E. Owner desires to grant a license to SBCCD to enter upon the Property for the purpose described in Recital C, subject to and in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of License. Commencing on the date Owner has received from SBCCD (i) a fully executed and dated copy of the construction contract between SBCCD and SBCCD's general contractor, (ii) a fully executed and dated copy of the CAA (as defined in the First Amendment), (iii) a copy of the Permits (as defined in Section 2(d) below), and (iv) policies or certificates evidencing the insurance coverage required under Section 2(a) below (which

insurance shall name Owner, and any other party Owner so specifies, as an additional insured), SBCCD (and SBCCD's agents, employees, contractors and subcontractors) shall have the non-exclusive right and license to enter upon the Property for the limited purposes of constructing the Improvements on the second (2nd) floor of the building located on the Property pursuant to plans and specifications reasonably approved by Owner. All costs of such work and activity shall be borne solely by SBCCD and SBCCD shall have no right to recover such costs from Owner. This license shall expire upon the earlier of (A) termination or expiration of the Purchase Agreement, (B) the purchase of the Two Parkside Property (i.e., the Property) by SBCCD pursuant to the Purchase Agreement, or (C) the failure by SBCCD to cure any default by SBCCD hereunder within thirty (30) days after Owner delivers written notice of such default to SBCCD.

2. Covenants of SBCCD.

(a) SBCCD shall maintain throughout the term of the license and, upon request by Owner, shall deliver to Owner evidence, reasonably satisfactory to Owner, that SBCCD has in effect such insurance coverages required to be maintained by SBCCD, as Tenant, under Article XI of, and Exhibit A attached to, the CAA.

(b) SBCCD shall not permit to attach to any portion of the Property, and SBCCD shall keep the Property free and clear of, any, liens and encumbrances (including without limitation any mechanic's or materialmen's liens, but excluding any liens placed upon the Property as a result of a default by Owner) incurred by or resulting from acts of SBCCD or SBCCD's agents, employees, contractors and representatives. SBCCD shall indemnify, defend and hold harmless Owner from and against any claims, demands, liabilities, losses, damages, costs and expenses, including but not limited to court costs and reasonable attorneys' fees, relating to or resulting from any such liens or encumbrances. In the event SBCCD fails to discharge any such lien within ten (10) days after receiving notice of the filing, Owner shall immediately be entitled to discharge the lien at SBCCD's expense and all resulting costs incurred by Owner, including attorney's fees, shall be due immediately from SBCCD.

(c) SBCCD shall not purport to transfer title to any portion of the Property that it has not acquired, nor otherwise encumber the Property in any way whatsoever.

(d) Prior to commencing any of the Improvements pursuant to this Agreement, SBCCD shall obtain, at its sole cost, all governmental permits and authorizations required by any governmental agencies to perform such work (collectively, the "**Permits**"). In the exercise of its rights under this Agreement, SBCCD shall comply with all applicable governmental laws, rules, regulations and requirements, including any and all environmental laws.

(e) If SBCCD fails to comply with its covenants under this Section 2, and such failure continues for a period of more than thirty (30) days after SBCCD's receipt of written notice thereof from Owner, then SBCCD shall be deemed to have breached its obligations under this Agreement and, without the necessity of providing any additional notice or opportunity to cure, said breach shall terminate this Agreement pursuant to Section 1 above and be deemed a default under the Purchase Agreement entitling Owner to immediately exercise its remedies under the Purchase Agreement, including, without limitation, retention of the Deposit.

(a) Subject to the rights and obligations of the parties under the Purchase Agreement, upon the termination of this Agreement or the Purchase Agreement for any reason other than Owner's breach or default under the Purchase Agreement, if SBCCD has commenced construction of the Improvements on the Property pursuant to this Agreement but has failed to acquire the Property, and without limiting in any way Owner's remedies under the Purchase Agreement, then at Owner's option, Owner shall either (i) become the owner of any Improvements located on the Property, and, if requested by Owner, SBCCD shall: (A) assign to Owner all of the Improvements SBCCD has performed on the Property; (B) execute such reasonable documentation reasonably necessary to convey the Improvements to Owner; and (C) confirm that it has no right to recover from Owner its costs in performance of the Improvements, or (ii) remove the Improvements and SBCCD shall reimburse Owner for any costs related to the removal of all or any portion of the Improvements and restoration costs related thereto within thirty (30) days after SBCCD's receipt of Owner's invoice therefor. SBCCD acknowledges that this Subsection 3(a) shall not abridge or otherwise affect in any way Owner's rights under the Purchase Agreement.

(b) Upon the termination of SBCCD's obligations under this Agreement or the Purchase Agreement as a result of Owner's breach or default hereunder or under the Purchase Agreement, and without limiting in any way SBCCD's remedies under the Purchase Agreement, then: (i) SBCCD shall have none of the obligations set forth in Subsection 3(a) above other than to leave the Property in a safe condition and to cause the removal of any liens (except any liens placed upon the Property as a result of a default by Owner) against the Property as a result of SBCCD's activities thereon; and (ii) SBCCD shall have no obligation to remove any Improvements (but SBCCD may at its option remove any such work), provided that in all events SBCCD shall leave the Property in a safe condition.

4. Disclaimer. Owner hereby specifically disclaims any, and makes no, warranty, guarantee or representation, oral or written, past, present or future, of, as to, or concerning the nature and condition of the Property or the suitability of the Property for any particular purpose.

5. Indemnity Regarding SBCCD's Activities. In consideration for the rights granted hereby, SBCCD covenants and agrees to indemnify, defend (with legal counsel reasonably acceptable to Owner) and hold Owner harmless for, from and against any and all claims, actions, demands, liabilities, costs and expenses which may be claimed or asserted against Owner or the Property, including, without limitation, reasonable attorneys' fees, any mechanics or materialmen's liens or claims of liens (except any liens placed upon the Property as a result of a default by Owner), and any incidental or consequential damages, in connection with the loss of life, personal injury and damage to property arising out of or in any way relating to existence of the license granted hereby or the use, occupation and possession of the Property by SBCCD or its officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns, except to the extent that such loss or damage was caused by the negligence or willful misconduct of Owner, Owner's agents or employees and not insured or required to be insured by SBCCD under this Agreement. It is the express intent and understanding of the parties hereto that Owner would not have granted the license and rights granted herein to SBCCD without

SBCCD's agreement to so indemnify, defend and hold Owner harmless. This Section 5 shall survive the termination or expiration of the license.

6. Owner's Remedies. Any damages to which Owner is entitled under this Agreement (including pursuant to Sections 2(b), 3(a)(ii) and 5 above) shall be calculated separate and apart from, and not limited by, Section 8.2 of the Purchase Agreement.

7. Notices. All notices required hereunder shall be in writing, and shall be delivered in the manner specified in the Purchase Agreement.

8. Attorneys' Fees. In the event of any action by Owner or SBCCD under or pursuant to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's costs and expenses of enforcing its rights hereunder, including actual, third-party attorneys' fees.

9. Assignment; Binding on Successors; Obligations Survive. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assignees of the parties hereto. Notwithstanding the revocation or expiration of the license, for any reason, SBCCD's obligations under this Agreement shall continue in full force and effect until satisfied. SBCCD acknowledges that SBCCD will obtain substantial benefit from this Agreement.

10. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of California.

11. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

12. Entire Agreement. All exhibits referred to herein are attached hereto and incorporated herein by this reference. This instrument and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.

13. Further Assurances. Each of the parties agrees to execute and deliver any and all additional documents and other assurances, and to do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

[Remainder of page left intentionally blank.]

[v.12.3.2018] IN WITNESS WHEREOF the parties hereto have entered into this Agreement as of the date first set forth above.

SBCCD:

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT,
a public community college district of the State of California

By: _____
Name: _____
Title: _____

TRI CITY SOUTH OWNER LLC,
a Delaware limited liability company

By: Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its managing member

By: Hines Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its sole member

By: Hines Tri City Associates Limited Partnership,
a Texas limited partnership,
its sole member

By: Hines Investment Management Holdings Limited Partnership,
a Texas limited partnership,
its general partner

By: HIMH GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Real Estate Holdings Limited Partnership,
a Texas limited partnership,
its sole member

By: JCH Investments, Inc.,
a Texas corporation,
its general partner

By: _____
Name: Douglas H. Metzler
Title: Senior Managing Director

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

PARCEL A:

THAT PORTION OF PARCEL "A" OF PARCEL MAP 14712 IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN [BOOK 178, PAGES 41 THROUGH 44](#), INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL A;

THENCE ALONG AN EASTERLY LNE OF SAID PARCEL "A", NORTH 00° 03' 27" WEST, 223.49 FEET AND NORTH 89° 56' 33" EAST 27.33 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89° 56' 33" WEST, 277.11 FEET;

THENCE, NORTH 00° 03' 27" WEST 133.30 FEET TO A POINT WHICH BEARS SOUTH 00° 03' 27" EAST 2.65 FEET AND NORTH 89° 56' 33" EAST, 10.00 FEET FROM THE MOST EASTERLY, NORTHWESTERLY CORNER OF SAID PARCEL "A";

THENCE NORTH 89° 56' 33" EAST, 277.11 FEET;

THENCE, SOUTH 00° 03' 27" EAST, 133.30 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SIDEWALKS, SEWERS, STORM DRAINS, WATER MAINS, CURBS, GUTTERS, PAVING, ELECTROLLERS, STREET LIGHTS, STREET NAME SIGNS, TRAFFIC SIGNALS AND ALL APPURTENANCES AND APPURTENANT IMPROVEMENTS AND RIGHTS (COLLECTIVELY, THE "IMPROVEMENTS") WITHIN ASSESSMENT DISTRICT NO. 961 IN THE CITY OF SAN BERNARDINO, CALIFORNIA, WHICH ASSESSMENT DISTRICT IS SHOWN AND DESCRIBED IN THE ASSESSMENT DIAGRAM FOR ASSESSMENT DISTRICT NO. 961, RECORDED FEBRUARY 6, 1985, IN BOOK 31 OF ASSESSMENT DISTRICT MAPS, PAGES 64, 65 AND 66, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, AS DESCRIBED IN THE DEED TO THE CITY OF SAN BERNARDINO RECORDED APRIL 11, 1985 AS INSTRUMENT NO. [85-085510](#), OFFICIAL RECORDS.

SAID LAND IS DESCRIBED PURSUANT TO A CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. L.L.A. 02-04, RECORDED NOVEMBER 1, 2002 AS INSTRUMENT NO. [02-590108](#), OFFICIAL RECORDS.

PARCEL B-1:

RECIPROCAL APPURTENANT EASEMENTS FOR THE USE AND BENEFIT OF THE RESPECTIVE PARCELS SERVED, AS DOMINANT TENEMENTS, ON, UNDER AND ACROSS THE PARCELS BURDENED THEREBY, AS SERVIENT TENEMENTS, FOR INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPAIR OF UTILITY FACILITIES, INCLUDING TELEPHONE LINES, SEWER AND DRAINAGE PIPES, WATER AND SPRINKLER SYSTEMS, LINES, CONDUITS AND CULVERTS, AND UTILITY METERS. THE SPECIFIC LOCATION OF EACH SUCH UTILITY FACILITY SHALL BE DETERMINED BY THE PHYSICAL LOCATION OF THE IMPROVEMENTS THEREON AND THEREUNDER INSTALLED, CONSTRUCTED AND COMPLETED AT THE TIME OF THE FIRST CONVEYANCE OF EACH RESPECTIVE SERVIENT TENEMENT AS THE SAME ARE CREATED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRI-CITY

[v.12.3.2018 p.144/187]

CORPORATE CENTRE, RECORDED DECEMBER 10, 1987 AS INSTRUMENT NO. [87-433972](#), OFFICIAL RECORDS.

AND THE MODIFICATIONS THERETO, RECORDED JANUARY 8, 1991 AS INSTRUMENT NO. [91-007218](#); JANUARY 14, 1992 AS INSTRUMENT NO. [92-013837](#) AND OCTOBER 16, 1992 AS INSTRUMENT NO. [92-430716](#), ALL OF OFFICIAL RECORDS AND MARCH 16, 2015 AS INSTRUMENT NO. [2015-0100786](#) OFFICIAL RECORDS.

PARCEL B-2:

ALL EASEMENTS CONCERNING PARCEL 1 OF PARCEL MAP 13708, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN [BOOK 155 OF PARCEL MAPS, PAGES 6 AND 7](#), AND PARCELS A AND B OF PARCEL MAP 13910 AS PER PLAT RECORDED IN BOOK 162 OF PARCEL MAPS, PAGES 76 THROUGH 79, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, THAT ARE APPURTENANT TO THE REAL PROPERTY DESCRIBED AS PARCEL "B" ABOVE, INCLUDING WITHOUT LIMITATION A RECIPROCAL EASEMENT FOR ACCESS, PARKING AND PEDESTRIAN TRAFFIC AS ESTABLISHED BY DOCUMENT ENTITLED "MAJOR BLOCK DECLARATION, MAJOR BLOCK NO. 4 – CARNEGIE PLAZA, TRI-CITY CORPORATE CENTRE", RECORDED ON DECEMBER 20, 1990 AS INSTRUMENT NO. [90-501243](#) OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, AND ALL EASEMENTS AND RIGHTS CREATED OR GRANTED BY ANY OF THE FOLLOWING INSTRUMENTS: THAT CERTAIN MAJOR BLOCK DECLARATION FOR MAJOR BLOCK NO. 4 – CARNEGIE PLAZA, TRI-CITY CORPORATE CENTRE, DATED DECEMBER 19, 1990 RECORDED ON DECEMBER 20, 1990 AS INSTRUMENT NO. [90-501244](#), OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

THAT CERTAIN FIRST AMENDMENT TO MAJOR BLOCK DECLARATION FOR MAJOR BLOCK NO. 4 – CARNEGIE PLAZA, TRI-CITY CORPORATE CENTRE, DATED OCTOBER 3, 1991 AND RECORDED ON OCTOBER 8, 1991 AS INSTRUMENT NO. [91-384835](#) OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

THAT CERTAIN SECOND AMENDMENT TO MAJOR BLOCK DECLARATION FOR MAJOR BLOCK NO. 4 – CARNEGIE PLAZA, TRI-CITY CORPORATE CENTRE, DATED JANUARY 1, 1992 AND RECORDED ON APRIL 13, 1992 AS INSTRUMENT NO. [92-155910](#) OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

APN: 0281-372-20

EXHIBIT C

FORM OF THE RENT GUARANTY ESCROW AGREEMENT WITH RESPECT TO THE
SUITE 100 LEASE

ESCROW HOLDBACK AGREEMENT
(Suite 100)

This ESCROW HOLDBACK AGREEMENT (this "**Agreement**") is made and entered into as of this ____ day of _____, 20__ (the "**Effective Date**"), by and among TRI CITY NORTH OWNER LLC, a Delaware limited liability company ("**Seller**"), SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a public community college district of the State of California ("**Buyer**"), and FIRST AMERICAN TITLE INSURANCE COMPANY ("**Escrow Holder**").

R E C I T A L S :

A. Reference is hereby made to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of November 7, 2018 (as amended, the "**Purchase Agreement**") by and among Seller, Tri City South Owner LLC, a Delaware limited liability company, and Buyer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Buyer has purchased from Seller that certain real property located at 658 E. Brier Drive, San Bernardino, CA 92408 (the "**North River Property**"), as more particularly described in the Purchase Agreement. As of the Effective Date, the Suite 100 Lease for the Suite 100 Space has not been executed.

C. Pursuant to the Purchase Agreement, the parties have agreed that \$659,023.20 (the "**Holdback Amount**") shall be (i) withheld from the Purchase Price funds due to Seller at the Closing, (ii) deposited into the Escrow Account (as defined below), and (iii) disbursed from the Escrow Account pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment and Acceptance of Escrow Holder. Seller and Buyer hereby appoint Escrow Holder as escrow holder under this Agreement and Escrow Holder hereby accepts such appointment and agrees to serve as escrow holder on the terms and conditions expressly set forth in this Agreement.

2. Establishment of Escrow Account. As of the date hereof, Seller hereby authorizes Escrow Holder to deposit the Holdback Amount into a separate account (the "**Escrow Account**") to be held and disbursed by Escrow Holder strictly in accordance with the provisions of this Agreement.

[v.12.3.2013.p.146/1] Investment of Holdback Amount. Escrow Holder shall invest the Holdback Amount as directed by Seller and Buyer, and all interest and other earnings thereon while held in the Escrow Account shall be added to, and be deemed to be a part of, the Holdback Amount. The Holdback Amount may be invested in the name of the Escrow Holder but may not be commingled with other funds of the Escrow Holder as trustee.

4. Disbursement of Funds from Escrow Account. Escrow Holder shall hold and disburse the Holdback Amount in the Escrow Account as set forth in this Section 4. As used herein, the "**Rent Guaranty Period**" shall mean the period from July 1, 2019 through and including December 31, 2020. On the date that the Suite 100 Lease is executed (the "**Suite 100 Lease Execution Date**"), Buyer shall deliver a copy of the Suite 100 Lease to Escrow Holder and Seller. If (i) the base rent payable by the Suite 100 Tenant under the Suite 100 Lease during the Rent Guaranty Period is equal to or greater than \$36,612.40 per month, then Escrow Holder shall disburse the entire then-existing Holdback Amount to Seller within one (1) business day after the Suite 100 Lease Execution Date, or (ii) the base rent payable by the Suite 100 Tenant under the Suite 100 Lease during the Rent Guaranty Period is less than \$36,612.40 per month (including because the commencement date of the Suite 100 Lease has not yet occurred and/or as a result of any abated rent), then within one (1) business day after the Suite 100 Lease Execution Date, Escrow Holder (A) shall disburse to Buyer a portion of the Holdback Amount equal to (1) \$36,612.40 multiplied by the number of months between the Suite 100 Lease Execution Date and the commencement date of the Suite 100 Lease, plus (2) \$36,612.40 (or in the event of partial abatement, the difference between \$36,612.40 and the amount of monthly base rent payable after taking the abatement into account) multiplied by the number of months of abatement, plus (3) the difference between \$36,612.40 and the monthly base rent payable by the Suite 100 Tenant under the Suite 100 Lease, multiplied by the number of months then remaining during the Rent Guaranty Period, and (B) shall disburse to Seller any remaining portion of the Holdback Amount. If the Suite 100 Lease Execution Date has not occurred by July 1, 2019, then on the last business day of each month during the period from July 1, 2019 through and including the Suite 100 Lease Execution Date, Escrow Holder shall release to Buyer a portion of the Holdback Amount equal to \$36,612.40. By way of example: (I) if the condition in clause (i) is applicable and the Suite 100 Lease Execution Date (and the commencement date of the Suite 100 Lease) is August 1, 2019, then within one (1) business day after the Suite 100 Lease Execution Date, Escrow Holder shall disburse to Seller the entire then-existing Holdback Amount of \$622,410.80 (i.e., \$659,023.20 less the \$36,612.40 disbursed to Buyer for the month of July, 2019); or (II) if the condition in clause (ii) is applicable, and assuming the Suite 100 Lease Execution Date is August 1, 2019, the commencement date of the Suite 100 Lease is September 1, 2019, the monthly base rent payable by the Suite 100 Tenant under the Suite 100 Lease from and after the commencement date thereof is \$30,000.00 per month and there are three (3) months of full abated rent, then within one (1) business day after the Suite 100 Lease Execution Date, Escrow Holder shall (x) disburse to Buyer \$222,248.00 (i.e., \$36,612.40 for August, 2019 in which no monthly base rent is payable, plus \$109,837.20 for the three (3) month abatement period [$\$36,612.40 \times 3$], plus \$85,961.20 [$\$36,612.40 - \$30,000.00 \times 13$]), and (y) shall disburse to Seller \$400,162.80 (i.e., \$659,023.20 less the \$36,612.40 disbursed to Buyer for the month of July, 2019 less the \$222,248.00 disbursed to Buyer pursuant to clause (x) above). Any disbursements of the Holdback Amount shall be made (I) with respect to Seller, in accordance

with payment instructions directed by Seller, and (II) with respect to Buyer, in accordance with payment instructions directed by Buyer.

5. Limitation of Escrow Holder Responsibility. Notwithstanding anything to the contrary contained herein, Seller and Buyer hereby agree and acknowledge that Escrow Holder has not reviewed and shall have no obligation to review the terms and provisions of the Purchase Agreement or any other agreement between Seller and Buyer, and shall have no obligation to make an independent determination of any entitlement to payment under the Purchase Agreement or any other such agreement, but shall only be obligated to comply with the terms of this Agreement and any other joint written instructions provided to it by Buyer and Seller.

6. Conflicting Notices, Claims, Demands or Instructions. Except as provided in Section 4 above, if at any time Escrow Holder shall receive conflicting notices, claims, demands or instructions with respect to any of the Holdback Amount, or if for any other reason it shall in good faith be unable to determine the party or parties entitled to receive any of the Holdback Amount, Escrow Holder may refuse to make any distribution or payment and may retain the Holdback Amount in its possession until it shall have received instructions in writing signed by all parties in interest, or until directed in a Final Determination (as defined below), whereupon Escrow Holder shall make such disposition in accordance with such instructions or such order. As used herein, a "**Final Determination**" shall mean either a final, non-appealable order of either (i) a court of competent jurisdiction, or (ii) an arbitrator in a binding arbitration.

7. Termination. This Agreement shall be terminated when Escrow Holder has disbursed all of the Holdback Amount in accordance with the provisions of this Agreement or earlier by written consent signed by all the parties hereto.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, (iii) by personal delivery, or (iv) by e-mail with a PDF attachment. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given via e-mail shall be effective upon receipt into the recipient's e-mail server. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

If to Buyer:

San Bernardino Community College District
114 South Del Rosa Drive

With a copy to:

Atkinson, Andelson, Loya, Ruud &
Romo

San Bernardino, California 92408
Attn: Jose F. Torres, MPA, Executive Vice
Chancellor
Telephone: (909) 382-4000
Email: jtorres@sbccd.cc.ca.us

12800 Center Court Drive, Suite 300
Cerritos, California 90703
Attn: Andreas C. Chialtas; Constance J.
Schwindt
Telephone: (562) 653-3200
Email: achialtas@aalrr.com;
cschwindt@aalrr.com

If to Seller:

Tri City North Owner LLC
c/o Oaktree Capital Management, L.P.
333 South Grand Avenue, 28th Floor
Los Angeles, California 90071
Attn: Ambrose Fisher and Cary Kleinman
E-mail: afisher@oaktreecapital.com;
ckleinman@oaktreecapital.com

With a copy to:

Tri City North Owner LLC
c/o Hines
444 South Flower Street, Suite 2100
Los Angeles, California 90071
Attn: Varun Akula and Jim Bonham
E-mail: Varun.Akula@Hines.com;
Jim.Bonham@Hines.com

Allen Matkins Leck Gamble Mallory &
Natsis LLP
865 S. Figueroa Street, Suite 2800
Los Angeles, California 90017
Attention: Erin L. Murphy, Esq.,
O'Malley M. Miller, Esq.
E-mail: emurphy@allenmatkins.com;
omiller@allenmatkins.com

If to Escrow Holder:

First American Title Insurance Company
18500 Von Karman Avenue, Suite 600
Irvine, California 92612
Attn: Jeanne Gould, Sr. Escrow Officer, CEO
Telephone: (646) 885-2405
Email: jagould@firstam.com
Escrow No.: NHSC-5800009

9. Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the specific subject matter addressed herein, and merges all prior negotiations, agreements and understandings, if any, other than those stated herein, with respect to the specific matters addressed herein. Escrow Holder is not a party to and shall not be bound by any agreement related hereto other than this Agreement. Escrow Holder shall act as a depository only under this Agreement, and shall not be required to take notice of any default or breach of warranty under any agreements relating hereto. This Agreement may be amended, and the observance of any term to this Agreement may be waived, only by a written instrument signed by all of the parties hereto.

[v.12.3.2013] 10. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall not affect any other provision of this Agreement, which shall remain in full force and effect to the maximum extent possible.

11. Assignment. Neither this Agreement nor any right or obligation created by this Agreement may be assigned by any party without the prior written consent of the other parties or their successors, which consent may be withheld in the other party's sole and absolute discretion. Notwithstanding the foregoing to the contrary, Buyer may assign this Agreement to any entity controlling, controlled by, or under common control with Buyer.

12. Attorneys' Fees. In any proceeding, suit, action or appeal to enforce or interpret this Agreement, or otherwise relating to or arising out of this Agreement, the prevailing party shall be entitled to recover its costs incurred, including court costs and reasonable attorneys' fees in connection therewith, in addition to such other relief as such party may be entitled to.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws rules of any jurisdiction.

[Remainder of page intentionally left blank.]

[v.12.3.2018.p.150/187]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"SELLER"

TRI CITY NORTH OWNER LLC,
a Delaware limited liability company

By: Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its managing member

By: Hines Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its sole member

By: Hines Tri City Associates Limited Partnership,
a Texas limited partnership,
its sole member

By: Hines Investment Management Holdings Limited Partnership,
a Texas limited partnership,
its general partner

By: HIMH GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Real Estate Holdings Limited Partnership,
a Texas limited partnership,
its sole member

By: JCH Investments, Inc.,
a Texas corporation,
its general partner

By: _____
Name: Douglas H. Metzler
Title: Senior Managing Director

~~ACKNOWLEDGED~~ AND AGREED TO
THIS _____ DAY OF _____, 2018

TRI CITY SOUTH OWNER LLC,
a Delaware limited liability company

By: Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its managing member

By: Hines Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its sole member

By: Hines Tri City Associates Limited Partnership,
a Texas limited partnership,
its sole member

By: Hines Investment Management Holdings Limited Partnership,
a Texas limited partnership,
its general partner

By: HIMH GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Real Estate Holdings Limited Partnership,
a Texas limited partnership,
its sole member

By: JCH Investments, Inc.,
a Texas corporation,
its general partner

By: _____
Name: Douglas H. Metzler
Title: Senior Managing Director

"BUYER"
[VOLUME p.152/187]

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT,
a public community college district of the State of California

By: _____
Name: _____
Title: _____

"ESCROW HOLDER"

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT D

FORM OF THE RENT GUARANTY ESCROW AGREEMENT WITH RESPECT TO THE
SUITE 360 LEASE

ESCROW HOLDBACK AGREEMENT
(Suite 360)

This ESCROW HOLDBACK AGREEMENT (this "**Agreement**") is made and entered into as of this ___ day of _____, 20__ (the "**Effective Date**"), by and among TRI CITY NORTH OWNER LLC, a Delaware limited liability company ("**Seller**"), SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a public community college district of the State of California ("**Buyer**"), and FIRST AMERICAN TITLE INSURANCE COMPANY ("**Escrow Holder**").

R E C I T A L S :

D. Reference is hereby made to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of November 7, 2018 (as amended, the "**Purchase Agreement**") by and among Seller, Tri City South Owner LLC, a Delaware limited liability company, and Buyer. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement; provided, however, the parties hereby agree the term "Suite 360 Post-Closing Lease-Up Period" (originally set forth in Section 7.6 of the Purchase Agreement) shall hereafter mean and refer to that certain period commencing on the Closing Date and continuing until December 31, 2020.

E. Pursuant to the Purchase Agreement, Buyer has purchased from Seller that certain real property located at 658 E. Brier Drive, San Bernardino, CA 92408 (the "**North River Property**"), as more particularly described in the Purchase Agreement. As of the Effective Date, the Suite 360 Lease for the Suite 360 Space has not been executed.

F. Pursuant to the Purchase Agreement, the parties have agreed that \$530,376.00 (the "**Holdback Amount**") shall be (i) withheld from the Purchase Price funds due to Seller at the Closing, (ii) deposited into the Escrow Account (as defined below), and (iii) disbursed from the Escrow Account pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

15. Appointment and Acceptance of Escrow Holder. Seller and Buyer hereby appoint Escrow Holder as escrow holder under this Agreement and Escrow Holder hereby accepts such appointment and agrees to serve as escrow holder on the terms and conditions expressly set forth in this Agreement.

[v.12.3.2018p.154/1] 16. Establishment of Escrow Account. As of the date hereof, Seller hereby authorizes Escrow Holder to deposit the Holdback Amount into a separate account (the "**Escrow Account**") to be held and disbursed by Escrow Holder strictly in accordance with the provisions of this Agreement.

17. Investment of Holdback Amount. Escrow Holder shall invest the Holdback Amount as directed by Seller and Buyer, and all interest and other earnings thereon while held in the Escrow Account shall be added to, and be deemed to be a part of, the Holdback Amount. The Holdback Amount may be invested in the name of the Escrow Holder but may not be commingled with other funds of the Escrow Holder as trustee.

18. Disbursement of Funds from Escrow Account. Escrow Holder shall hold and disburse the Holdback Amount in the Escrow Account as set forth in this Section 4. As used herein, the "**Rent Guaranty Period**" shall mean the period from January 1, 2019 through and including December 31, 2020. On the date that the Suite 360 Lease is executed (the "**Suite 360 Lease Execution Date**"), Buyer shall deliver a copy of the Suite 360 Lease to Escrow Holder and Seller. If (i) the base rent payable by the Suite 360 Tenant under the Suite 360 Lease during the Rent Guaranty Period is equal to or greater than \$22,099.00 per month, then Escrow Holder shall disburse the entire then-existing Holdback Amount to Seller within one (1) business day after the Suite 360 Lease Execution Date, or (ii) the base rent payable by the Suite 360 Tenant under the Suite 360 Lease during the Rent Guaranty Period is less than \$22,099.00 per month (including because the commencement date of the Suite 360 Lease has not yet occurred and/or as a result of any abated rent), then within one (1) business day after the Suite 360 Lease Execution Date, Escrow Holder (A) shall disburse to Buyer a portion of the Holdback Amount equal to (1) \$22,099.00 multiplied by the number of months between the Suite 360 Lease Execution Date and the commencement date of the Suite 360 Lease, plus (2) \$22,099.00 (or in the event of partial abatement, the difference between \$22,099.00 and the amount of monthly base rent payable after taking the abatement into account) multiplied by the number of months of abatement, plus (3) the difference between \$22,099.00 and the monthly base rent payable by the Suite 360 Tenant under the Suite 360 Lease, multiplied by the number of months then remaining during the Rent Guaranty Period, and (B) shall disburse to Seller any remaining portion of the Holdback Amount. If the Suite 360 Lease Execution Date has not occurred by January 1, 2019, then on the last business day of each month during the period from January 1, 2019 through and including the Suite 360 Lease Execution Date, Escrow Holder shall release to Buyer a portion of the Holdback Amount equal to \$22,099.00. By way of example: (I) if the condition in clause (i) is applicable and the Suite 360 Lease Execution Date (and the commencement date of the Suite 360 Lease) is August 1, 2019, then within one (1) business day after the Suite 360 Lease Execution Date, Escrow Holder shall disburse to Seller the entire then-existing Holdback Amount of \$375,683.00 (i.e., \$530,376.00 less the \$154,693.00 disbursed to Buyer for the period from January 1, 2019 through and including July 31, 2019); or (II) if the condition in clause (ii) is applicable, and assuming the Suite 360 Lease Execution Date is July 1, 2019, the commencement date of the Suite 360 lease is August 1, 2019, the monthly base rent payable by the Suite 360 Tenant under the Suite 360 Lease from and after the commencement date thereof is \$20,000.00 per month and there are three (3) months of full abated rent, then within one (1) business day after the Suite 360 Lease Execution Date, Escrow Holder shall (x) disburse to Buyer \$117,782.00 (i.e., \$22,099.00 for July, 2019 in which no monthly base rent is payable,

plus \$66,297.00 for the three (3) month abatement period [\$22,099.00 x 3], plus \$29,386.00 [plus \$22,099.00-\$20,000.00 x 14]), and (y) shall disburse to Seller \$280,000.00 (i.e., \$530,376.00 less the \$132,594.00 disbursed to Buyer for the period from January 1, 2019 through June 30, 2019, less the \$117,782.00 disbursed to Buyer pursuant to clause (x) above). Any disbursements of the Holdback Amount shall be made (I) with respect to Seller, in accordance with payment instructions directed by Seller, and (II) with respect to Buyer, in accordance with payment instructions directed by Buyer.

19. Limitation of Escrow Holder Responsibility. Notwithstanding anything to the contrary contained herein, Seller and Buyer hereby agree and acknowledge that Escrow Holder has not reviewed and shall have no obligation to review the terms and provisions of the Purchase Agreement or any other agreement between Seller and Buyer, and shall have no obligation to make an independent determination of any entitlement to payment under the Purchase Agreement or any other such agreement, but shall only be obligated to comply with the terms of this Agreement and any other joint written instructions provided to it by Buyer and Seller.

20. Conflicting Notices, Claims, Demands or Instructions. Except as provided in Section 4 above, if at any time Escrow Holder shall receive conflicting notices, claims, demands or instructions with respect to any of the Holdback Amount, or if for any other reason it shall in good faith be unable to determine the party or parties entitled to receive any of the Holdback Amount, Escrow Holder may refuse to make any distribution or payment and may retain the Holdback Amount in its possession until it shall have received instructions in writing signed by all parties in interest, or until directed in a Final Determination (as defined below), whereupon Escrow Holder shall make such disposition in accordance with such instructions or such order. As used herein, a "**Final Determination**" shall mean either a final, non-appealable order of either (i) a court of competent jurisdiction, or (ii) an arbitrator in a binding arbitration.

21. Termination. This Agreement shall be terminated when Escrow Holder has disbursed all of the Holdback Amount in accordance with the provisions of this Agreement or earlier by written consent signed by all the parties hereto.

22. Notices. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, (iii) by personal delivery, or (iv) by e-mail with a PDF attachment. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given via e-mail shall be effective upon receipt into the recipient's e-mail server. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

If to Buyer:

San Bernardino Community College District
114 South Del Rosa Drive
San Bernardino, California 92408
Attn: Jose F. Torres, MPA, Executive Vice
Chancellor
Telephone: (909) 382-4000
Email: jtorres@sbccd.cc.ca.us

If to Seller:

Tri City North Owner LLC
c/o Oaktree Capital Management, L.P.
333 South Grand Avenue, 28th Floor
Los Angeles, California 90071
Attn: Ambrose Fisher and Cary Kleinman
E-mail: afisher@oaktreecapital.com;
ckleinman@oaktreecapital.com

If to Escrow Holder:

First American Title Insurance Company
18500 Von Karman Avenue, Suite 600
Irvine, California 92612
Attn: Jeanne Gould, Sr. Escrow Officer, CEO
Telephone: (646) 885-2405
Email: jagould@firstam.com
Escrow No.: NHSC-5800009

With a copy to:

Atkinson, Andelson, Loya, Ruud &
Romo
12800 Center Court Drive, Suite 300
Cerritos, California 90703
Attn: Andreas C. Chialtas; Constance J.
Schwindt
Telephone: (562) 653-3200
Email: achialtas@aalrr.com;
cschwindt@aalrr.com

With a copy to:

Tri City North Owner LLC
c/o Hines
444 South Flower Street, Suite 2100
Los Angeles, California 90071
Attn: Varun Akula and Jim Bonham
E-mail: Varun.Akula@Hines.com;
Jim.Bonham@Hines.com

Allen Matkins Leck Gamble Mallory &
Natsis LLP
865 S. Figueroa Street, Suite 2800
Los Angeles, California 90017
Attention: Erin L. Murphy, Esq.,
O'Malley M. Miller, Esq.
E-mail: emurphy@allenmatkins.com;
omiller@allenmatkins.com

23. Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the specific subject matter addressed herein, and merges all prior negotiations, agreements and understandings, if any, other than those stated herein, with respect to the specific matters addressed herein. Escrow Holder is not a party to and shall not be bound

by any agreement related hereto other than this Agreement. Escrow Holder shall act as a depository only under this Agreement, and shall not be required to take notice of any default or breach of warranty under any agreements relating hereto. This Agreement may be amended, and the observance of any term to this Agreement may be waived, only by a written instrument signed by all of the parties hereto.

24. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall not affect any other provision of this Agreement, which shall remain in full force and effect to the maximum extent possible.

25. Assignment. Neither this Agreement nor any right or obligation created by this Agreement may be assigned by any party without the prior written consent of the other parties or their successors, which consent may be withheld in the other party's sole and absolute discretion. Notwithstanding the foregoing to the contrary, Buyer may assign this Agreement to any entity controlling, controlled by, or under common control with Buyer.

26. Attorneys' Fees. In any proceeding, suit, action or appeal to enforce or interpret this Agreement, or otherwise relating to or arising out of this Agreement, the prevailing party shall be entitled to recover its costs incurred, including court costs and reasonable attorneys' fees in connection therewith, in addition to such other relief as such party may be entitled to.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement.

28. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws rules of any jurisdiction.

[Remainder of page intentionally left blank.]

[v.12.3.2018.p.158/187]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

"SELLER"

TRI CITY NORTH OWNER LLC,
a Delaware limited liability company

By: Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its managing member

By: Hines Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its sole member

By: Hines Tri City Associates Limited Partnership,
a Texas limited partnership,
its sole member

By: Hines Investment Management Holdings Limited Partnership,
a Texas limited partnership,
its general partner

By: HIMH GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Real Estate Holdings Limited Partnership,
a Texas limited partnership,
its sole member

By: JCH Investments, Inc.,
a Texas corporation,
its general partner

By: _____
Name: Douglas H. Metzler
Title: Senior Managing Director

~~ACKNOWLEDGED~~ AND AGREED TO
THIS _____ DAY OF _____, 2018

TRI CITY SOUTH OWNER LLC,
a Delaware limited liability company

By: Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its managing member

By: Hines Tri City Acquisitions Partners LLC,
a Delaware limited liability company,
its sole member

By: Hines Tri City Associates Limited Partnership,
a Texas limited partnership,
its sole member

By: Hines Investment Management Holdings Limited Partnership,
a Texas limited partnership,
its general partner

By: HIMH GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Real Estate Holdings Limited Partnership,
a Texas limited partnership,
its sole member

By: JCH Investments, Inc.,
a Texas corporation,
its general partner

By: _____
Name: Douglas H. Metzler
Title: Senior Managing Director

"BUYER" [V. 32 p. 160/187]

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT,
a public community college district of the State of California

By: _____
Name: _____
Title: _____

"ESCROW HOLDER"

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

RESOLUTION #2018-12-13-FPC2 OF THE BOARD OF TRUSTEES OF THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
APPROVING AND RATIFYING AGREEMENTS FOR THE ACQUISITION OF REAL PROPERTY
(ONE PARKSIDE, TWO PARKSIDE, NORTH RIVER PROPERTIES)

[v.12.3.2018.p.161/187]

005286.00142
22131783.1

Exhibit D

[Copy of Property Management Agreement]

[v.12.3.2018.p.162/187]

PROPERTY MANAGEMENT AGREEMENT

TABLE OF CONTENTS

[v.12.3.2018.p.163/187]

ARTICLE 1 Appointment..... 1
 1.1 Appointment..... 1

ARTICLE 2 Term..... 1
 2.1 Term..... 1
 2.2 Termination on Sale..... 1
 2.3 Manager Breach..... 2
 2.4 Owner Breach..... 2
 2.5 No Cause Termination Right..... 2
 2.6 Final Accounting..... 2
 2.7 Payment Upon Expiration or Termination..... 2
 2.8 Survival..... 3

ARTICLE 3 Manager’s Responsibility 3
 3.1 Management..... 3
 3.2 Employees; Independent Contractor..... 3
 3.3 Agreement on Annual Plan..... 3
 3.4 Implementation of Annual Plan..... 4
 3.5 Collection of Rents and Other Income..... 4
 3.6 Intentionally deleted..... 4
 3.7 Operational Activities..... 4
 3.8 Taxes..... 5
 3.9 Payroll Records..... 5
 3.10 General Record Keeping..... 5
 3.11 Communication with Owner..... 5
 3.12 Compliance with Laws..... 5
 3.13 Construction Services..... 6
 3.14 Capital Expenditures..... 6

ARTICLE 4 Management Authority 7
 4.1 Manager’s Authority..... 7
 4.2 Contracts..... 7

ARTICLE 5 Insurance 7
 5.1 Owner’s Insurance..... 7
 5.2 Manager’s Insurance..... 7
 5.3 Contractor’s Insurance..... 8
 5.4 Insurance Requirements..... 8
 5.5 Waiver of Subrogation..... 8

ARTICLE 6 Financial Reporting..... 9
 6.1 Revenue and Expense Records..... 9
 6.2 Quarterly Reports..... 9
 6.3 Additional Financial Information..... 9
 6.4 Accounting Principles..... 9

ARTICLE 7 Owner’s Right to Audit..... 9

ARTICLE 8 Bank Accounts 10

[v.12.3.2018.p.1049187]

8.1	<u>Operating Account</u>	10
8.2	<u>Security Deposits</u>	10
ARTICLE 9 Payment of Expenses		10
9.1	<u>Owner’s Responsibility for Expenses</u>	10
9.2	<u>Personnel Expenses</u>	11
9.3	<u>Interest on Past Due Sums</u>	11
ARTICLE 10 Insufficient Funds		11
10.1	<u>Priorities</u>	11
ARTICLE 11 Owner’s Obligation.....		11
11.1	<u>Obligations Under Contracts</u>	11
11.2	<u>Project Office</u>	11
11.3	<u>Response to Manager’s Inquiries</u>	11
ARTICLE 12 Manager’s Liability.....		12
12.1	<u>Indemnity of Manager</u>	12
12.2	<u>Indemnity of Owner</u>	12
12.3	<u>Limitation of Liability of Manager</u>	12
ARTICLE 13 Compensation.....		13
13.1	<u>Management Fee</u>	13
13.2	<u>Payment Schedule</u>	13
13.3	<u>Payment Reconciliation</u>	13
13.4	<u>Construction Management Fee</u>	13
13.5	<u>Intentionally deleted</u>	13
13.6	<u>Article 13 Survival</u>	13
ARTICLE 14 Permissible Activities of Manager.....		14
14.1	<u>Permissible Activities of Manager</u>	14
ARTICLE 15 Assignment.....		14
15.1	<u>Assignment by Manager</u>	14
ARTICLE 16 Cooperation.....		14
16.1	<u>Listing Broker</u>	14
ARTICLE 17 Legal Proceedings.....		15
17.1	<u>Legal Proceedings</u>	15
ARTICLE 18 Notices; Authorized Representatives		15
18.1	<u>Notices</u>	15
18.2	<u>Authorized Representatives</u>	16
ARTICLE 19 Miscellaneous.....		16
19.1	<u>Pronouns</u>	16
19.2	<u>Amendments</u>	16
19.3	<u>Headings</u>	16
19.4	<u>Entire Agreement</u>	16
19.5	<u>Governing Law</u>	17
19.6	<u>Representation</u>	17
19.7	<u>Consent</u>	17

[v.12.3.2018.p.169/187]

19.8	<u>Authority</u>	17
19.9	<u>Severability</u>	17
19.10	<u>Attorneys' Fees</u>	17
19.11	<u>Successors and Assigns</u>	17
19.12	<u>No Partnership</u>	17
19.13	<u>No Third Party Beneficiaries</u>	17
19.14	<u>Office of Foreign Asset Control (OFAC)</u>	17
19.15	<u>Survival</u>	18

EXHIBITS

- A - Items to Be Included in Annual Plan
- B - Construction Management Fee

PROPERTY MANAGEMENT AGREEMENT

[v.12.3.2018.p.166/187]

THIS PROPERTY MANAGEMENT AGREEMENT (“*Agreement*”) is entered into this [] day of [], 2018, between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a public community college district of the State of California (hereinafter called “*Owner*”), and HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership (hereinafter called “*Manager*”):

WITNESSETH:

WHEREAS, Owner is the owner of the property located at 560 and 550 E. Hospitality Lane and 658 E. Bier Drive, San Bernardino, California 92408, and commonly known as “One Parkside”, “Two Parkside” and “North River Place”, respectively (the “*Premises*”); and

WHEREAS, Owner wishes to obtain the benefits of Manager’s expertise in real estate management by contracting with Manager to manage the Premises, subject to the terms and provisions of this Agreement; and Manager, for a fee and pursuant to the terms and provisions of this Agreement, agrees to manage the Premises on behalf of Owner.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1 **Appointment**

1.1 Appointment. Owner appoints Manager to manage the Premises on behalf of Owner and to provide services as required under this Agreement. Manager accepts such appointment and undertakes to perform such duties during the Term of this Agreement on the terms and conditions set forth herein.

ARTICLE 2 **Term**

2.1 Term. The term of this Agreement shall commence as of the ____ day of _____, 2018 (the “*Commencement Date*”), and, unless sooner terminated pursuant to the provisions of this Article 2, shall continue until the date which is twelve (12) months after the Commencement Date (the “*Initial Term*”); provided, however, that this Agreement shall be renewed automatically for successive one (1) year periods each (each an “*Additional Term*”), unless, at least sixty (60) calendar days prior to the expiration of the Initial Term or an Additional Term, as the case may be, either party notifies the other party that this Agreement is terminated, for any or no reason, in which event the term shall end at the expiration of the Initial Term or the Additional Term, as the case may be. The Initial Term, as extended by any Additional Term, is herein referred to as the “*Term.*”

2.2 Termination on Sale. Either Owner or Manager may terminate this Agreement upon thirty (30) days advance notice to the other in the event Owner sells the

Premises, or sells or transfers any portion of the direct or indirect ownership interests of Owner, to a third party which is unaffiliated with Owner in a bona fide transaction.

2.3 Manager Breach. If Manager commits a material breach of any of its obligations under this Agreement, and if such material breach shall continue for thirty (30) days after written notice from Owner (plus, with respect to breaches which Manager commences diligent efforts to cure within such period, but which cannot reasonably be cured within thirty (30) days, such additional period as is reasonably necessary to cure such breach), then Owner, in addition to the other remedies it may have at law or in equity, shall have the right to terminate this Agreement by written notice to Manager.

2.4 Owner Breach. If Owner (i) fails to timely pay any sum owed to Manager which remains unpaid for more than ten (10) days after notice from Manager or (ii) commits a material violation or breach of any other obligation of Owner under this Agreement which remains uncured for more than thirty (30) days after notice from Manager (plus, with respect to breaches which cannot reasonably be cured within thirty (30) days, such additional time as is reasonably necessary to cure such breach), then Manager, in addition to its other remedies at law or in equity, shall have the right to terminate this Agreement by written notice to Owner.

2.5 No Cause Termination Right. Either Owner or Manager may terminate this Agreement at any time after the first anniversary of the Commencement Date, for any reason, by giving the other party at least sixty (60) days prior written notice thereof. In such event, Owner shall pay Manager (in addition to any other amounts owing to Manager hereunder) a termination fee in an amount equal to the Management Fee that would otherwise be due to Manager in accordance with Section 13.1 for the remainder of the duration of the Term.

2.6 Final Accounting. Upon termination of this Agreement for any reason, Manager shall deliver to Owner, at Owner's expense, the following:

- (a) a final accounting, reflecting the balance of the Operating Account (as hereinafter defined), as of the date of termination, to be delivered within sixty (60) days after such termination;
- (b) any monies of Owner or tenant security deposits, or both, held by Manager with respect to the Premises to be delivered immediately upon such termination; and
- (c) all records, contracts, leases, receipts for deposits, unpaid bills and other papers or documents which pertain to the Premises in Manager's possession, to be delivered in the form in which maintained by Manager immediately upon such termination.

2.7 Payment Upon Expiration or Termination. Upon expiration or termination of this Agreement for any reason, Owner shall pay to Manager upon such expiration or the effective date of such termination, all sums then due and payable by Owner through the date of such termination or expiration, including, without limitation, the Construction Management Fee (defined in Section 13.4), the Management Fee (as defined below), as well as any reimbursable expenses due to Manager.

2.8 Survival. Upon the expiration or earlier termination of this Agreement in its entirety, neither party shall have any further rights or obligations under the Agreement (other than those obligations which accrued prior to the expiration or termination of this Agreement or which by the terms hereof expressly survive, or expressly provide for obligations to be performed following, such expiration or termination).

ARTICLE 3 **Manager's Responsibility**

3.1 Management. Manager shall manage the Premises in a manner commensurate with that of property managers of real properties of a size, character and quality comparable to the Premises. Manager shall comply with all licensing and similar requirements of the applicable governmental authorities relating to performance by Manager of its duties hereunder.

3.2 Employees; Independent Contractor. Manager shall have in its employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely and economically manage, operate, maintain and account for the Premises subject to the provisions of Section 3.4 below. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of Manager, which is in all respects the employer of such employees. Manager shall negotiate with any union lawfully entitled to represent such employees and may execute in its own name, and not as agent for Owner, collective bargaining agreements or labor contracts resulting therefrom.

Manager shall fully comply with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer/employee related subjects. Manager represents that it is and will continue to be an equal opportunity employer.

This Agreement is not one of general agency between Manager and Owner, but one in which Manager is engaged independently in the business of managing properties on its own behalf as an independent contractor, and in that respect has only limited agency as specifically set forth in this Agreement. All employment arrangements are therefore solely Manager's concern, and Owner shall have no liability therefor.

3.3 Agreement on Annual Plan. On or before October 31 of each calendar year during the Term and no more than sixty (60) days after the Commencement Date, Manager shall prepare and submit to Owner for Owner's approval, an annual plan ("*Annual Plan*") for the Premises for the ensuing calendar year (or partial calendar year, if the Term of this Agreement shall not commence on January 1), which Annual Plan shall include the items set forth in Exhibit A attached hereto and made a part hereof. Owner will consider the proposed Annual Plan and then will consult with Manager within thirty (30) days after the Annual Plan is submitted in order to agree on the approved Annual Plan. Manager shall have the right from time to time during each calendar year to submit revised Annual Plans to Owner, and Owner shall endeavor to approve the same or revisions thereto as Owner and Manager may deem proper and as promptly as practicable. Owner shall have final approval over the Annual Plan, provided Owner may not disapprove the payments required to be made to Manager hereunder.

[v.12.3.2018.p.169/187]
If an Annual Plan is not agreed to prior to the commencement of the next succeeding calendar year, beginning on January 1st of such year until an Annual Plan is approved, Manager shall operate the Premises in accordance with the Annual Plan for the immediately preceding calendar year (subject to an increase of ten percent (10%) in any line items over such line items for the prior calendar year subject to (a) an aggregate limitation for all line items of a five percent (5%) increase, and (b) such provisions of the Annual Plan which have been approved); provided, however, Manager shall be permitted to make such expenditures in excess of the amounts set forth in the last approved Annual Plan for taxes and other governmental charges, insurance premiums, utility charges, union wage and work rule cost increases, amounts required to be paid pursuant to existing leases and contracts, and amounts required to be paid in the event of an emergency to preserve the value of the Premises until an Annual Plan for the current calendar year is approved.

3.4 Implementation of Annual Plan. When approved by Owner, or until a new Annual Plan is approved pursuant to Section 3.3, Manager shall implement the Annual Plan (as increased pursuant to Section 3.3) and shall be authorized, without the need of further approval by Owner, to make the expenditures and incur the obligations provided for in the budget included as part of the Annual Plan (the “*Budget*”). Except as otherwise provided below, Manager shall not, without the prior written consent of Owner, make any expenditure on behalf of Owner for a budgeted major line item on an annual basis in excess of the amount set forth for such major line item in the most recent Annual Plan that has been approved for the period in question by Owner (as increased pursuant to Section 3.3). Notwithstanding the foregoing, if an emergency involving imminent danger to life or property exists with respect to which expenditures are necessary for the preservation or the safety of the Premises, for the safety of the tenants or other occupants of the Premises, or to avoid the suspension of any necessary service to the Premises, such expenditures may be made by Manager without the prior approval of Owner; provided that Manager shall promptly notify Owner of any such expenditures. In no event shall Manager be obligated under this Agreement to provide any service or incur any obligation if Owner does not approve a Budget or otherwise provide funds sufficient therefor.

3.5 Collection of Rents and Other Income. Manager shall use diligent efforts to collect all rents (including, without limitation, billings resulting from tenant participation in operating expenses, taxes and common area maintenance charges) and other charges which may become due at any time from any tenant and from others for services provided in connection with or for the use of the Premises or any portion thereof. All monies so collected shall be deposited in the Operating Account. Manager will not terminate any lease or institute a suit for rent or proceedings for recovery of possession, for tenants leasing greater than 10,000 square feet, without the prior approval of Owner. In connection with such suits or proceedings, only legal counsel designated by Owner shall be retained. Owner shall be responsible for the payment of all expenses incurred by Manager in connection with the prosecution of any such suits or proceedings, including legal fees.

3.6 Intentionally deleted.

3.7 Operational Activities. To the extent defined and scoped in an approved Annual Plan, otherwise agreed by Owner and Manager in writing or relating to emergencies, Manager

shall, at Owner's expense, coordinate operational and accounting activities of the Premises including, but not limited to, the following:

- (a) cleaning;
- (b) security and/or access control service;
- (c) landscaping;
- (d) window washing;
- (e) the central plant and all other HVAC equipment;
- (f) a preventive maintenance program for all mechanical, electrical and plumbing systems and equipment;
- (g) repairs, decorations and alterations to the Premises;
- (h) maintenance of the elevators and escalators serving the Premises; and
- (i) administration and reporting of financial activities related to the Premises.

3.8 Taxes. Manager shall obtain and verify bills for real estate and personal property taxes, improvement assessments and other like charges which are or may become liens against any portion of the Premises and pay such taxes and assessments, on behalf of Owner and at Owner's expense. At the request of Owner and on Owner's behalf and expense, Manager shall contest any such taxes or charges and shall pursue any such contest diligently.

3.9 Payroll Records. Manager shall, at Owner's expense, prepare all payrolls and maintain comprehensive payroll records for Manager's employees.

3.10 General Record Keeping. Manager shall maintain complete and readily identifiable records and files on all matters pertaining to the Premises excluding CAD drawings and updates to as-built plans but including, without limitation, all revenues and expenditures, service contracts and leases. Such records and files shall be maintained on the Premises and/or at the regional offices of Manager at 101 California Street, Suite 1000, San Francisco, California 94111.

3.11 Communication with Owner. Manager shall be available for communications with Owner and will keep Owner advised of material items affecting the Premises of which Manager has knowledge.

3.12 Compliance with Laws. Manager shall use all reasonable efforts to assure compliance with federal, state and municipal laws, ordinances, regulations and orders relating to the use, operation, repair and maintenance of the Premises and with the rules, regulations or orders of the local board of fire underwriters or other similar body. Manager shall promptly notify Owner of any violation of any such law, ordinance, rule, regulation or order which comes to its attention and, at Owner's request and expense, will remedy the same.

3.13 Construction Services.
[v.12.3.2018.p.171/187]

- (a) Manager shall supervise the construction and installation of tenant improvements undertaken by any tenant under any tenant lease of space in the Premises (each, a “*Tenant Improvement*”) and shall act as Owner’s liaison with such tenant’s construction managers and contractors (or other supervisors of tenant’s construction and/or installation) in scheduling and facilitating the flow of labor and materials to the Premises.
- (b) Manager shall coordinate and supervise the construction and installation of any improvements to any tenant space undertaken by Owner which are specified by Owner to Manager on a case by case basis or which are contemplated by the Annual Plan or Budget.
- (c) Manager shall coordinate and supervise the construction and installation of capital repairs, alterations and improvements and other projects undertaken by Owner with respect to the Premises which are specified by Owner to Manager on a case by case basis or which are contemplated by the Annual Plan or Budget (each of the improvements described in clauses (b) and (c) of this Section 3.13, an “*Owner Improvement*”).
- (d) In connection with Manager’s provision of services as described in this Section 3.13, Manager shall be paid a fee in accordance with Section 13.4.

3.14 Capital Expenditures. Any capital expenditures either (i) not included in the capital budget in an approved Annual Plan or Budget, or (ii) for a project the cost of which is estimated to exceed \$100,000 (even if included in the approved Annual Plan or Budget), must be specifically authorized by Owner prior to commencement of the work. With respect to the purchase and installation of capital items, Manager shall recommend that Owner purchase these items when Manager believes such purchase to be necessary or desirable. Owner may arrange to purchase and install the same itself or may authorize Manager to do so subject to prescribed supervision and specification requirements and conditions. Unless Owner specifically waives such requirements, either by memorandum or as an amendment to this Agreement, all new or replacement capital items exceeding \$50,000 shall be awarded on the basis of competitive bidding, solicited in the following manner:

- (a) Provided qualified contractors can be reasonably identified to do so, a minimum of two (2) written bids will be obtained for each purchase in excess of \$50,000. Provided qualified contractors can be reasonably identified to do so, a minimum of three (3) written bids will be obtained for each purchase in excess of \$75,000.
- (b) Each bid will be solicited in a form prescribed by Manager so that uniformity will exist in the bid quotes.
- (c) Manager shall provide Owner with all bid responses accompanied by Manager’s recommendations as to the most acceptable bid. If Manager

[v.12.3.2018.p.172/187]

advises acceptance of other than the lowest bidder, Manager shall adequately support, in writing, its recommendations.

- (d) Owner shall be free to accept or reject any and all bids. Owner will communicate to Manager in writing its acceptance or rejection of bids. Owner shall pay for capital expenses directly from its own resources.

ARTICLE 4 **Management Authority**

4.1 Manager's Authority. Manager's authority is expressly limited to the provisions provided herein or as may be amended in writing from time to time by Owner and mutually agreed to and accepted by Manager in writing.

4.2 Contracts. Manager shall direct and supervise the maintenance and operation of the Premises as approved by Owner in the approved Annual Plan and in connection therewith shall, on Owner's behalf and at Owner's expense, assist Owner in the negotiation of contracts for services including, but not limited to, cleaning, security and/or access control, landscaping, metal refinishing, pest control, labor and utility services. All such contracts shall be in the name of Owner but signed by Manager as agent for Owner. In no event shall Manager execute a contract with a Hines Affiliate unless Manager has notified Owner of such affiliation and received Owner's written approval thereof.

ARTICLE 5 **Insurance**

5.1 Owner's Insurance. Throughout the Term of this Agreement, Owner shall obtain and maintain the insurance described below:

- (a) All-risks property insurance (including comprehensive boiler & machinery coverage) on a full replacement cost basis covering the Premises.
- (b) Commercial general liability insurance on an occurrence basis with Owner and Manager as insureds with limits of not less than Five Million and No/100 Dollars (\$5,000,000) each occurrence combined single limit on bodily injury, death or property damage. Owner's insurance shall be primary and non-contributory to any insurance otherwise carried by Manager.

5.2 Manager's Insurance. Manager shall obtain and maintain:

- (a) Comprehensive crime/fidelity coverage in the amount of \$1,000,000 and shall name Owner as loss payee.
- (b) All-risks property insurance on a full replacement cost basis covering Manager's personal property on the Premises.
- (c) Worker's Compensation insurance as required by statute.

- [v.12.3.2018.p.173/187] (d) Employer’s Liability insurance in the amount of \$1,000,000 for or per each accident.
- (e) Automobile Liability insurance in the amount of \$1,000,000 each occurrence.

5.3 Contractor’s Insurance. If a reasonably prudent manager would require that a contractor brought onto the Premises have insurance coverage under the applicable circumstances, Manager shall require that all contractors engaged by Manager or Owner and brought onto the Premises have insurance coverage at the contractor’s expense, in the following minimum amounts, with Owner and Manager as additional insureds on the commercial general liability insurance:

- (a) Worker’s Compensation: Statutory Amount
- (b) Employer’s Liability: \$1,000,000 minimum
- (c) Commercial General Liability \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
- (d) Comprehensive Automobile Liability \$1,000,000 each occurrence combined single limit for bodily injury and property damage

5.4 Insurance Requirements. The insurance required of all parties to this Agreement shall be written with insurers authorized to do business in the State of California and shall be rated at least A:IX by A.M. Best’s Rating Service.

5.5 Waiver of Subrogation. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, OWNER AND MANAGER HEREBY WAIVE ANY AND ALL RIGHTS OF RECOVERY, CLAIM, ACTION OR CAUSE OF ACTION AGAINST THE OTHER, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, SERVANTS OR SHAREHOLDERS FOR ANY LOSS OR DAMAGE TO PROPERTY OF THE WAIVING PARTY BY REASON OF FIRE, THE ELEMENTS, OR ANY OTHER CAUSE WHICH IS COVERED OR COULD BE COVERED BY STANDARD “ALL-RISKS” PROPERTY INSURANCE (INCLUDING COMPREHENSIVE BOILER AND MACHINERY COVERAGE), REGARDLESS OF CAUSE OR ORIGIN, INCLUDING NEGLIGENCE OF THE OTHER PARTY HERETO, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, SERVANTS OR SHAREHOLDERS. EACH PARTY’S PROPERTY INSURANCE POLICIES SHALL CONTAIN PROVISIONS WHERE THE INSURER WAIVES THEIR RIGHT OF SUBROGATION AGAINST SUCH OTHER PARTY. THIS SECTION 5.5 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

[v.12.3.2018.p.174/187]

ARTICLE 6 **Financial Reporting**

6.1 Revenue and Expense Records. Manager, in the discharge of its duties hereunder, shall maintain adequate revenue and expense records for the Premises, which shall be supported by sufficient documentation to ascertain that entries are properly and accurately recorded.

6.2 Quarterly Reports. No later than twenty (20) days after the end of each calendar quarter, Manager shall deliver to Owner a report covering the following matters with respect to the operation and management of the Premises for the preceding quarter:

- (i) a statement of the operating income or loss for such quarter;
- (ii) a report describing the status of leasing operations, including a statement of the percentage of the total net rentable area that remains unleased as of the end of such quarter and copies of all rent rolls;
- (iii) a summary of the terms of each lease entered into during such quarter; and
- (iv) a summary of the net cash flow for such quarter.

6.3 Additional Financial Information. Manager shall maintain electronic copies of the following for at least two (2) calendar years:

- (a) all bank statements, bank deposit slips, and bank reconciliations;
- (b) detailed cash receipts and disbursements records;
- (c) detailed trial balance;
- (d) paid invoices;
- (e) summaries of adjusting journal entries; and
- (f) supporting documentation for payroll, payroll taxes, and employee benefits.

6.4 Accounting Principles. All financial statements and reports shall be prepared in accordance with generally accepted accounting principles, with the exception that certain management statements may be prepared on a cash basis or a modified accrual basis.

ARTICLE 7 **Owner's Right to Audit**

After the end of each calendar year during the Term (not to exceed twenty-four (24) months after each such calendar year) and with ten (10) days' prior written notice, Owner may conduct examinations during normal business hours of the books and records relating to the Premises for such calendar year no matter where such books and records are maintained by

Manager. Owner also reserves the right to perform any and all additional audit tests during normal business hours relating to Manager's activities either at the Premises or at any office of Manager; provided such audit tests are related to those activities performed by Manager for Owner.

Should Owner discover either material deficiencies in internal control or error in record keeping, Manager shall correct such discrepancies within a reasonable period of time and shall inform Owner in writing of the action taken to correct such audit discrepancies. Any and all such audits shall be at the sole expense of Owner.

ARTICLE 8

Bank Accounts

8.1 Operating Account. Manager shall open and maintain in such banks as Owner may from time to time direct, one or more accounts (herein called the "*Operating Account*", whether one or more) in the name of Owner (so that at all times the funds deposited therein shall be the sole and exclusive property of Owner), and shall deposit in such account all sums collected or otherwise received by Manager from the Premises and pay to Owner so much thereof as may be requested by Owner from time to time.

Manager is authorized, as the agent of Owner, to draw on the Operating Account in payment, on behalf of Owner and as and when required in connection with the operation or maintenance of the Premises, for all costs and expenses (i) set forth in Sections 9.1 or 9.2, (ii) set forth in the approved Budget or Annual Plan, or (iii) otherwise permitted by Owner or this Agreement.

8.2 Security Deposits. Manager shall maintain detailed records of all security deposits and such records will be open for inspection by Owner's employees or representatives. Manager shall transfer to Owner all security deposits upon collection of those deposits. Manager shall not be liable to tenants for security deposits.

ARTICLE 9

Payment of Expenses

9.1 Owner's Responsibility for Expenses. Owner shall be responsible for, and Manager shall pay directly from the Operating Account, all operating expenses of the Premises including, but not limited to, all costs and expenses reasonably incurred by Manager in performing its duties hereunder, to the extent (i) included in the approved Budget or Annual Plan, (ii) which may exceed approved budgetary guidelines but which result from emergencies, or (iii) which are otherwise approved by Owner. Manager may reimburse itself for the foregoing costs and expenses out of the Operating Account. Notwithstanding the foregoing, Owner recognizes that Manager is not obligated to pre-fund such costs and expenses from Manager's funds, and Owner shall maintain sufficient funds in the Operating Account from time to time as necessary to pay such costs and expenses as they become due.

Owner shall not object to any expenditures made by Manager in good faith in the course of its management of the Premises or in settlement of any claim arising out of the operation of the Premises unless such expenditure is specifically prohibited by this Agreement.

^[v.12.3.2018.p.176/187]
9.2 Personnel Expenses. Owner shall reimburse Manager for the cost of the gross salary and wages, bonus incentives, payroll taxes, insurance, workers' compensation, benefits, burdens, payroll and benefits administration fees and support fees ("*Personnel Costs*") for all of those employees of Manager in the positions set forth on Exhibit C attached hereto providing services to the Premises as and when incurred by Manager; if any such employees provide direct management services to properties other than the Premises, the Personnel Costs for such employees shall be allocated among such properties. Owner acknowledges and agrees that the total Personnel Costs allocated to the Premises each month (or partial month, as applicable) during the Term shall be paid in arrears.

9.3 Interest on Past Due Sums. Any sums owed by Owner to Manager which are not paid when due shall bear interest at the lesser of (i) 18% per annum, compounded monthly, or (ii) the maximum nonusurious contract rate of interest permitted by applicable law.

ARTICLE 10 **Insufficient Funds**

10.1 Priorities. If, at any time, the cash in the Operating Account shall not be sufficient to pay the bills and charges which may be incurred with respect to the Premises as set forth in Article 9, Manager shall not be obligated to pay said expenses and charges from its own account. Manager shall promptly notify Owner upon awareness of a cash shortage or pending cash shortage and Owner shall determine payment priority.

After Manager has paid, to the extent of available cash, all bills and charges based upon the priorities established by Owner, Manager shall submit to Owner a statement of all remaining unpaid bills. Owner shall thereafter and without undue delay provide sufficient monies to pay any unpaid expenses properly payable by Owner hereunder.

ARTICLE 11 **Owner's Obligation**

11.1 Obligations Under Contracts. Owner hereby assumes all obligations under any contract (including, without limitation, leases and service agreements) which Manager shall execute on behalf of Owner if authorized to do so by Owner under the terms of this Agreement or otherwise, and shall indemnify, defend and hold Manager harmless from all liabilities, costs, and expenses arising in connection with such contracts.

11.2 Project Office. Owner shall provide Manager with a management office at the Premises. All costs incurred by Manager in connection with such office, including rental costs, shall be paid by Owner; provided, however, that such costs shall be in accordance with the limitations set forth in the approved Budget or otherwise in this Agreement.

11.3 Response to Manager's Inquiries. Owner shall use its best efforts to respond promptly to all inquiries and requests for Owner's consent made by Manager pursuant to this Agreement.

[v.12.3.2018.p.177/187]

ARTICLE 12 **Manager's Liability**

12.1 Indemnity of Manager. OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS MANAGER AND ITS AFFILIATES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS AND AGENTS (INDIVIDUALLY AND COLLECTIVELY THE "*MANAGER INDEMNITEES*") FROM AND AGAINST ALL SUITS, PROCEEDINGS, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER DEFENSE COSTS, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE PREMISES OR MANAGER'S PROVISION OF SERVICES HEREUNDER, EXCEPT TO THE EXTENT THAT ANY OF THE FOREGOING ARISES OUT OF (I) THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF MANAGER, (II) A MATERIAL BREACH OF THIS AGREEMENT BY MANAGER OR (III) ACTS OF MANAGER OUTSIDE ITS SCOPE OF AUTHORITY AS SET FORTH IN THIS AGREEMENT. OWNER SHALL ASSUME ON BEHALF OF THE MANAGER INDEMNITEES THE DEFENSE OF ANY ACTION AT LAW OR IN EQUITY WHICH MAY BE BROUGHT AGAINST THE MANAGER INDEMNITEES BASED ON A CLAIM FOR WHICH INDEMNIFICATION IS PERMITTED HEREUNDER. THE PROVISIONS OF THIS SECTION 12.1 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY MATTERS WHICH OCCURRED BEFORE SUCH EXPIRATION OR TERMINATION.

12.2 Indemnity of Owner. MANAGER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER AND ITS AFFILIATES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS AND AGENTS (INDIVIDUALLY AND COLLECTIVELY THE "*OWNER INDEMNITEES*") FROM AND AGAINST ALL SUITS, PROCEEDINGS, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER DEFENSE COSTS, TO THE EXTENT ARISING OUT OF (I) THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF MANAGER, (II) A MATERIAL BREACH OF THIS AGREEMENT BY MANAGER OR (III) ACTS OF MANAGER OUTSIDE ITS SCOPE OF AUTHORITY AS SET FORTH IN THIS AGREEMENT. OWNER SHALL ASSUME ON BEHALF OF THE OWNER INDEMNITEES THE DEFENSE OF ANY ACTION AT LAW OR IN EQUITY WHICH MAY BE BROUGHT AGAINST THE OWNER INDEMNITEES BASED ON A CLAIM FOR WHICH INDEMNIFICATION IS PERMITTED HEREUNDER. THE PROVISIONS OF THIS SECTION 12.2 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY MATTERS WHICH OCCURRED BEFORE SUCH EXPIRATION OR TERMINATION.

12.3 Limitation of Liability of Manager. Notwithstanding any provision in this Agreement to the contrary, the liability of Manager for any losses, liabilities, obligations, claims, suits, proceedings, judgments, costs, expenses or damages (including reasonable legal fees, costs and expenses) incurred by Owner, directly or indirectly, as a result of, arising out of or relating to this Agreement, a breach by Manager hereunder, the Premises, and/or the performance of services hereunder shall be limited, in the aggregate, to a sum equal to the Management Fee which has theretofore actually been paid to Manager pursuant to this Agreement. Owner may

assert claims only against Manager, and under no circumstances shall any partner, member or affiliate of Manager or any shareholder, officer, director, employee or agent of Manager or any partner, member or affiliate of Manager (or any person or entity which may have succeeded to the interest or assumed the obligations of Manager under this Agreement), be personally liable for any of the obligations of Manager under this Agreement. All permitted transferees of Manager's rights under this Agreement shall have the benefit of this Section 12.3. This Section 12.3 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 13 **Compensation**

13.1 Management Fee. Owner shall pay to Manager monthly, as remuneration for its services in accordance with the terms of this Agreement, an annual management fee ("*Management Fee*") equal to two and one quarter percent (2.25%) of Operating Receipts. The term "*Operating Receipts*" shall mean all revenues accrued by or for the benefit of Owner during the Term hereof in connection with the ownership, use or occupancy of the Premises, including, but not limited to, gross rents (office, storage, garage, retail and percentage), billings to tenants for services, proceeds of business interruption insurance, amounts received in settlement of leases, and payments by tenants for capital improvements. The term "*Operating Receipts*" shall not include Manager's Construction Management Fee described in Section 13.4.

13.2 Payment Schedule. Notwithstanding that the Management Fee shall be determined and reconciled as an annual fee, it shall be payable in monthly installments in advance on the first (1st) day of each month, commencing as of the Commencement Date.

13.3 Payment Reconciliation. Within sixty (60) days after the end of each calendar year, or sixty (60) days after the earlier termination of this Agreement, there shall be an adjustment prepared by Manager between Owner and Manager, with payment to Manager or repayment by Manager to Owner, as appropriate, so that Manager receives the annual fee provided for herein and calculated as stated above. The annual fee provided for herein, and monthly installment payments on account of such annual fee, shall be adjusted on a proportionate basis for any partial month of the Term of this Agreement.

13.4 Construction Management Fee. In consideration for the construction management services described in Section 3.13, Manager shall be entitled to a construction management fee ("*Construction Management Fee*") in accordance with Exhibit B attached hereto and made a part hereof. Additionally, Owner shall be obligated to pay for all costs incurred by Manager in performing construction management duties (including the costs of a construction manager).

13.5 Intentionally deleted.

13.6 Article 13 Survival. This Article 13 shall survive the expiration or earlier termination of this Agreement.

[v.12.3.2018.p.179/187]

ARTICLE 14
Permissible Activities of Manager

14.1 Permissible Activities of Manager. Manager and its affiliates may engage in other activities for profit, whether in the real estate business or otherwise, including, without limitation, the ownership, operation and/or management of other properties similar to the Premises, including those of a competitive nature, and may in the future enter into management or participate in partnerships or other ventures for such purposes. Any of such activities may be undertaken with or without notice to or participation therein by Owner and Owner shall not have any right by virtue of this Agreement in or to such independent ventures or to the income or profits derived therefrom.

ARTICLE 15
Assignment

15.1 Assignment by Manager. Manager shall not transfer or assign this Agreement or any part thereof or any of its rights or obligations hereunder without the prior written consent of Owner, provided that Owner's consent shall not be required for an assignment to a Hines Affiliate (defined below). The foregoing shall not prevent Manager from pledging to any person or entity Manager's right to receive fees under this Agreement. The consent of Owner to one or more assignments of this Agreement shall not be construed as, or result in, consent by Owner to any further or future assignment or assignments. Any assignment or attempted assignment not made strictly in accordance with the foregoing shall be void.

As used herein, "*Hines Affiliate*" shall mean any member of the Hines Family (defined below) as well as any partnership, limited liability company, corporation, trust or other entity as to which (a) 50% or more of the beneficial interests are held, directly (including interests held through trusts) or indirectly, by the Hines Family and/or any current or former employees of Hines Interests Limited Partnership or its successors ("*Hines*"), and (b) effective day to day control resides in Hines or its successors, Jeffrey C. Hines and/or Gerald D. Hines, or in the event of the death or disability of Jeffrey C. Hines and/or Gerald D. Hines, the estate of either or both of them.

As used herein, "*Hines Family*" shall mean Jeffrey C. Hines and/or Gerald D. Hines, their parents, brothers, sisters, and children or grandchildren (including natural and adopted children or grandchildren) as well as spouses of any of the foregoing, as well as any trusts for the benefit of the foregoing.

ARTICLE 16
Cooperation

16.1 Listing Broker. If Owner executes a listing agreement with a broker for the sale of the Premises, Manager shall reasonably cooperate with such broker to the end that the respective activities of Manager and broker may be carried on without friction and without interference with tenants and occupants. Manager shall permit the broker to exhibit the Premises during reasonable business hours, provided the broker has secured Manager's permission in

advance. Manager shall not be entitled to any portion of the commission or other compensation payable to any such broker.

ARTICLE 17
Legal Proceedings

17.1 Legal Proceedings. Should any claims, demands, suits or other legal proceedings be made or instituted by any person against Owner or the title holder of the Premises which arise out of any of the matters relating to this Agreement, Manager shall give Owner all pertinent information and reasonable assistance in the defense or other disposition thereof.

ARTICLE 18
Notices; Authorized Representatives

18.1 Notices. Any notice provided for or permitted under this Agreement shall be made in writing, and may be given or served by (i) delivering the same in person to the party to be notified, or (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the party to be notified at the address herein specified, or (iii) by depositing same with a reputable overnight courier service. If notice is deposited in the United States mail pursuant to clause (ii) of this Section 18.1, it will be effective from and after the day it is received by the addressee or receipt thereof is refused by the addressee, unless such day is not a business day, and then it shall be deemed received on the next business day. Notice given in any other manner shall be effective only if and when received by the party to be notified unless the day it is received is not a business day, and then it shall be deemed received on the next business day. For the purpose of notice, the address of the party shall be, until changed as hereinafter provided for, as follows:

If to Owner: San Bernardino Community College District

Attention: _____

With a copy to: _____

Attention: _____

If to Manager: Hines Interests Limited Partnership
444 South Flower, Suite 2100
Los Angeles, CA 90071
Attention: Brian Plymell

With a copy to: Hines Interests Limited Partnership
101 California Street, Suite 1000
San Francisco, California 94111
Attention: Thomas M. Kruggel

With a copy to:
[v.12.3.2018.p.181/187]

Hines Interests Limited Partnership
2800 Post Oak Boulevard, Suite 4800
Houston, Texas 77056
Attention: Corporate Counsel

or to such other address as Owner may specify in a written notice to Manager or Manager may specify in a written notice to Owner in accordance with this Section 18.1.

Each party shall have the right from time to time and at any time to change its respective address and each shall have the right to specify as its address any other address by providing at least fifteen (15) days' written notice to the other party. Each party shall have the right from time to time to specify additional parties to whom notice hereunder must be given by delivering to the other party fifteen (15) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that no party shall have the right to designate more than three (3) such additional parties. Notice required to be delivered hereunder to either party shall not be deemed to be effective until the additional parties, if any, designated by such party have been given notice in a manner deemed effective pursuant to the terms of this Section 18.1.

18.2 Authorized Representatives. Subject to the other requirements of this Agreement, Owner and Manager agree that the following persons on behalf of each such party are entitled to act on its behalf in dealing with the other party and such other party shall be entitled to rely thereon:

On behalf of Owner: [_____]

On behalf of Manager: Brian Plymell

Manager and Owner shall each have the right to designate additional or substitute persons as authorized representatives by written notice to the other.

ARTICLE 19
Miscellaneous

19.1 Pronouns. The pronouns used in this Agreement referring to Manager or Owner shall be understood and construed to apply whether Manager or Owner is an individual, partnership, corporation or an individual or individuals doing business under a firm or trade name, and the masculine and neuter pronouns shall each include the other and may be used interchangeably with the same meaning.

19.2 Amendments. Any and all amendments to this Agreement shall be null and void unless approved by the parties in writing.

19.3 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

19.4 Entire Agreement. This Agreement hereto constitutes the entire Agreement between Owner and Manager.

19.5 Governing Law. This Agreement shall be governed by the laws of the State of California. [v.12.3.2018.p.182/187]

19.6 Representation. Owner hereby represents that in entering into this Agreement Owner has not relied on any projection of earnings, statements as to the possibility of future success or other similar matter which may be prepared by Manager and understands that no guaranty is made or implied by Manager as to the future financial success of the Premises.

19.7 Consent. Except as otherwise expressly provided herein, whenever in this Agreement the consent or approval of Manager or Owner is required, such consent or approval shall not be unreasonably withheld or unduly delayed.

19.8 Authority. Each party represents to the other that it has the power and authority to enter into this Agreement and that the person executing on its behalf has the power to do so and to bind it to the terms of this Agreement.

19.9 Severability. If any provision in this Agreement is held to be unenforceable, the remainder of this Agreement shall continue in full force and effect and, to the extent permitted by law, this Agreement shall be interpreted so as to give effect to the original written intent of the parties. If any portion of a provision is held to be unenforceable, the remainder shall be enforced to the maximum extent so as to give effect to the original written intent of the parties.

19.10 Attorneys' Fees. If Manager or Owner obtains a judgment against the other with respect to a dispute arising under this Agreement, reasonable attorneys' fees and costs as fixed by the court shall be included in the judgment.

19.11 Successors and Assigns. Subject to Section 2.2 and Article 15, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

19.12 No Partnership. Nothing contained in this Agreement shall be construed to make Owner and Manager partners or joint venturers or to render either party liable for the debts or obligations of the other.

19.13 No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the parties hereto and their permitted successors and assigns and are not for the benefit of any other person or entity (including, without limitation, any tenants of the Premises).

19.14 Office of Foreign Asset Control (OFAC). Pursuant to United States Presidential Executive Order 13224 ("*Executive Order*") and related regulations of the Office of Foreign Assets Control of the U.S. Department of the Treasury ("*OFAC*"), U.S. persons and entities are prohibited from transacting business with persons or entities who, from time to time are determined to have committed, or to pose a risk of committing or supporting, terrorist acts, narcotics trafficking, money laundering and related crimes. Those persons and entities are identified on a list of Specially Designated Nationals and Blocked Persons (the "*List*"), published and regulated by OFAC. The names, including aliases, of these persons or entities are updated frequently. In addition, OFAC enforces other executive orders which, from time to time, impose

restrictions on transactions with, or involving certain countries. Owner hereby certifies and represents that neither it, nor any of its owners, members of its governing body, management, employees or agents is on the List or is acting for, or on behalf any person or entity on the List. Owner further acknowledges its obligation to remain in compliance with existing and future regulations promulgated by OFAC throughout the Term of this Agreement.

19.15 Survival. This Article 19 shall survive the expiration or earlier termination of this Agreement.

[v.12.3.2018.p.184/187]
IN WITNESS WHEREOF, Owner and Manager have executed this Agreement effective as of the date first set forth above.

MANAGER

HINES INTERESTS LIMITED PARTNERSHIP

By: Hines Holdings, Inc.,
its general partner

By: _____
Name: _____
Title: _____

OWNER

SAN BERNARDINO COMMUNITY COLLEGE
DISTRICT

By: _____
Name: _____
Title: _____

[v.12.3.2018.p.185/187]

EXHIBIT A

ITEMS TO BE INCLUDED IN ANNUAL PLAN

- (i) a detailed estimate of the gross projected revenues by tenant for the forthcoming fiscal year;
- (ii) a detailed operating budget for the forthcoming fiscal year (including any fees payable by Owner to the general partner of Owner, to affiliates of the general partner, or to third parties);
- (iii) a statement as to the projected balances of the working capital and replacement reserve accounts as of the first day of the forthcoming fiscal year;
- (iv) a statement as to the projected additions to or disbursements from such reserve accounts for the forthcoming fiscal year;
- (v) an estimate of the projected net cash flow for the forthcoming fiscal year;
- (vi) a detailed description of the renovations or other capital improvements, if any, proposed to be undertaken during the forthcoming fiscal year;
- (vii) a capital budget covering the renovations or other capital improvements, if any, proposed to be undertaken during the forthcoming fiscal year;
- (viii) a description of the terms and conditions proposed with respect to tenant leases for the forthcoming fiscal year; and
- (ix) a description of the terms and conditions proposed with respect to material contracts for the forthcoming fiscal year.

[v.12.3.2018.p.186/187]

EXHIBIT B

CONSTRUCTION MANAGEMENT FEE

Owner and Tenant Improvements:

A. Owner agrees to pay to Manager a Construction Management Fee for Manager's construction supervisory services rendered pursuant to Section 3.13(a), (b) or (c) of this Agreement with respect to each Owner Improvement or Tenant Improvement as follows:

<u>Cost of Work</u>	<u>Fees as Percent of Cost of Work</u>
Less than or equal to \$250,000	five percent (5%)
Greater than \$250,000	three percent (3%)

B. "*Cost of Work*" shall include and consist of the gross amount paid to any general contractor or subcontractors for the completion of the work under the terms of the general contract or subcontract plus any amounts incurred to perform the work, including, but not limited to: salaries and wages of construction employees, architectural and engineering costs, transportation expenses, licensing and permitting fees and costs, cost of builder's risk insurance and cost of materials and supplies.

C. The Construction Management Fee shall be paid at the same time as, and in the same proportion as, the Cost of Work is paid, whether directly paid by Owner or Manager.

[v.12.3.2018.p.187/187]

EXHIBIT C

PROJECT STAFF

Partial Allocations of the following employees:

Property Manager
Project Accountant
Staff Accountant
Engineering Manager
Engineers

Total 2019 Costs: \$260,000

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Jose F. Torres, Executive Vice Chancellor
DATE: December 13, 2018
SUBJECT: Consideration of Approval to Review and Reaffirm Guiding Principles for the FCC Auction Proceeds

RECOMMENDATION

It is recommended that the Board of Trustees review and affirm the attached Guiding Principles for the FCC Auction Proceeds.

OVERVIEW

In July 2017, SBCCD was the recipient of \$157 million in FCC Auction Proceeds in exchange for the transition of KVCR-DT from UHF to VHF. After much discussion a set of guiding principles was developed, reviewed by collegial process, and approved by the Board of Trustees.

ANALYSIS

It has been recommended by District Support Services and the Board of Trustees Budget Committee that the Guiding Principles for the FCC Auction Proceeds be reviewed periodically for revision or reaffirmation.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

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

Guiding Principles for the FCC Auction Proceeds Submitted for Review & Reaffirmation December 13, 2018

[v.11.28.2018.p.1|1]

Board Approved September 14, 2017

Overarching

1. Our students are our core mission and we will focus our resources on their success.
2. All FCC auction proceeds activity shall be transparent.

One-Time Expenditures

3. SBCCD will use the proceeds as a one-time investment in KVCR for the mandatory transition costs from UHF to VHF over-the-air and current broadcast standards.
4. SBCCD will be reimbursed for all costs related to the FCC auction.
5. One-time fund proceeds should help KVCR reach financial sustainability within a specified, board-approved timeframe.
6. The district unrestricted general fund balance shall be restored to a range of 12-15%.
7. With the exception of items 3-6 above, one-time expenditures shall support the approved program review, and educational and facilities master plans.

Principal Investment

8. Proceeds shall be invested in a manner that serves SBCCD for years to come.
9. Principal amount shall not be used as a resource for ongoing expenditures unless approved by the Board of Trustees.
10. Investments should include real estate and a diversified portfolio.

Revenue Generated from Investments

11. Revenue generated from the investment of proceeds shall help SBCCD meet its strategic goals as established in the comprehensive master plan.
12. Annual revenue amount shall be subject to annual allocation and follow existing collegial consultation and established budget processes.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Bruce Baron, Chancellor
PREPARED BY: Stacey K. Nikac, Senior Executive Assistant
DATE: December 13, 2018
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 1100 The San Bernardino Community College District (no AP)
BP 1200 District Mission Statement (no AP)
BP & AP 3720 Computer and Network Use
BP & AP 6751 Parking Citation Payment Plan

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.

INSTITUTIONAL VALUES

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

FINANCIAL IMPLICATIONS

None.



Origination:	N/A
Last Approved:	N/A
Last Revised:	N/A
Next Review:	N/A
Owner:	<i>BOT Board of Trustees:</i>
Policy Area:	<i>Chapter 1 The District</i>
References:	

BP 1100 The San Bernardino Community College District

(Replaces SBCCD BP 1000)

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

The District consists of the following colleges and/or education centers:

- San Bernardino Valley College
701 S. Mt. Vernon Avenue
San Bernardino, CA 92410
- Crafton Hills College
11711 Sand Canyon Road
Yucaipa, CA 92399
- Technology and Educational Support Services
1289 Bryn Mawr Avenue, Suite B
Redlands, CA 92374
- District Office and Professional Development Center
114 S. Del Rosa Drive
San Bernardino, CA 92408
- Economic Development and Corporate Training
114 S. Del Rosa Drive
San Bernardino, CA 92408
- KVCR TV-FM
701 S. Mt. Vernon Avenue
San Bernardino, CA 92410

The District holds classes and conducts programs at its campus locations and other off-campus sites.

References:

Education Code Section 72000(b);

Attachments:

No Attachments



Origination:	N/A
Last Approved:	N/A
Last Revised:	N/A
Next Review:	N/A
Owner:	<i>BOT Board of Trustees:</i>
Policy Area:	<i>Chapter 1 The District</i>
References:	

BP 1200 District Mission Statement

(Replaces SBCCD BP 1100)

The mission of the San Bernardino Community College District is to transform lives through the education of our students for the benefit of our diverse communities.

This ~~mission~~ is achieved through the District's two colleges, and public broadcast system (~~KVCR~~), ~~Economic Development and Corporate Training Center (EDCT)~~ by providing ~~to the students and communities we serve~~ high quality, effective and accountable instructional and training programs and services ~~in the following areas:~~ to the students and communities we serve.

- ~~Transfer education~~ programs that ensure the greatest possibility of success in baccalaureate programs.
- ~~General education~~ programs designed to give students a substantial and coherent exposure to the major broad domains of higher education.
- ~~Vocational/technical~~ education programs that offer opportunities in training, retraining, and skill building to provide business, industry and government with a qualified work force.
- ~~Workforce Development~~ programs of fee-based classes that provides an opportunity for individuals to develop occupational skills in preparation for employment or to improve or upgrade job skills to enhance performance in current employment.
- ~~Economic Development~~ programs that promote partnerships with corporate and commercial enterprise as well as government agencies to enhance the economic base of the community served.
- ~~A Public Broadcasting System~~ that contributes to meeting the educational and communications needs of the Inland Empire and partners with educational agencies and public agencies to broaden the scope of services to the community.
- ~~Education~~ programs that are coordinated with delivery systems and provide enhanced access and educational opportunities

These instructional programs will be supported by specific student services as identified below:

- ~~Comprehensive Support Services~~ enhanced by matriculation that provides for counseling and guidance to encourage student growth and development through assessment, academic planning, career planning and personal development.
- ~~Developmental Program~~ services that provide under-prepared students with the skills they need to enter transfer, general education, or vocational/technical programs.
- ~~Disabled and Disadvantaged Student~~ that provide students the opportunity for equitable access to the educational offerings of the college.
- ~~Commitment to Diversity~~ that recognizes the varied needs of diverse student population.

This mission is carried out in an environment that encourages intellectual development, enhances personal

~~growth, and fosters openness to a wide range of ideas, cultures and people. Admission to these educational programs is open to adults, high school graduates and others as identified by law who can profit from the instruction.~~

~~The Board of Trustees of the San Bernardino Community College District reaffirms the role of the community colleges as defined in the California Master Plan for Higher Education. The District has adopted and is committed to an Affirmative Action policy of nondiscrimination in all of its dealings with students, employees, and the community. This statement of mission is designed to assist the Board in carrying out its role and responsibility in developing fiscal, physical, and human resources on behalf of the people of this District.~~

The mission is evaluated and revised on a regular basis.

Reference:

ACCJC Accreditation Standard I.A

Attachments:

No Attachments

Applicability

San Bernardino Community College District



Origination: N/A
Last Approved: N/A
Last Revised: N/A
Next Review: N/A
Owner: *Chancellor's Cabinet*
Chancellor's Cabinet:
Policy Area: *Chapter 3 General Institution*
References:

BP 3720 Computer and Network Use

(Replaces current SBCCD BP 3720)

Employees and students who use District computers and networks and the information they contain, and related resources have a responsibility not to abuse those resources and to respect the rights of others. The Chancellor shall establish procedures that provide guidelines to students and staff for the appropriate use of information technologies. The procedures shall include that users must respect software copyrights and licenses, respect the integrity of computer-based information resources, refrain from seeking to gain unauthorized access, and respect the rights of other computer users.

References:

Education Code Section 70902; Government Code Section 3543.1(b); Penal Code Section 502; Cal. Const., Art. 1 Section 1; 17 U.S. Code Sections 101 et seq.

Attachments:

- [BP 3720 Computer and Network Use - Comments](#)
- [BP 3720 Computer and Network Use - Legal Citations](#)
- [BP3720 -OLD.pdf](#)

Applicability

San Bernardino Community College District



Origination:	N/A
Last Approved:	N/A
Last Revised:	N/A
Next Review:	N/A
Owner:	<i>Chancellor's Cabinet</i> <i>Chancellor's Cabinet:</i>
Policy Area:	<i>Chapter 3 General Institution</i>
References:	<i>Legally Advised</i>

AP 3720 Computer and Network Use

(Replaces current SBCCD AP 3720)

OWNERSHIP RIGHTS

The San Bernardino Community College District (“District”) owns, leases, and/or operates a variety of computer and communication systems, including but not limited to: host computers, file servers, work stations, stand-alone computers, laptops, software, and internal or external communications networks (Internet, email, mass notification systems, cloud storage, telephone and voicemail systems). These systems are provided for the use of District faculty, administrators, staff, and students in support of the programs of the colleges and District. Hereinafter, this system and all of its component parts shall be referred to as the “District Network.”

Modification or Removal of Equipment – Computer users must not attempt to modify or remove computer equipment, software, or peripherals without proper authorization.

PRIVACY INTERESTS

The District recognizes the privacy interests of faculty, staff and students and their rights to freedom of speech, collegial consultation, and academic freedom, as well as their rights to engage in protected union and concerted activity. However, both the nature of electronic communication and the public character of District business make electronic communication less private than many users anticipate, and may be subject to public disclosure. In addition, the District Network can be subject to authorized and unauthorized access by both internal and external users. For these reasons, there are virtually no online activities or services that guarantee an absolute right of privacy, and therefore the District Network is not to be relied upon as confidential or private.

DISTRICT RIGHTS

System administrators may access users’ files or suspend services they manage without notice only: 1) to protect the integrity of computer systems; 2) under time-dependent, critical operational circumstances; 3) as required by and consistent with the law; 4) where evidence exists that violations of law or District Policy or Procedures have occurred. For example, system administrators, following organizational guidelines, may access or examine individual files or accounts based on evidence that they have been corrupted or damaged or subject to unauthorized use or misuse. In such cases of access without notice, data or information acquired may be used to initiate or extend an investigation related to the initial cause or as required by law or Board Policy and/or to protect system integrity.

PASSWORD PROTECTION

A computer user who has been authorized to use a password-protected account may be subject to both civil and criminal liability if the user discloses the password or otherwise makes the account available to others without permission of the system administrator.

USAGE

Computer users must respect the rights of other computer users. Attempts to circumvent these mechanisms in order to gain unauthorized access to the system or to another person's information are a violation of District procedure and may violate applicable law.

MISREPRESENTATION AND LIABILITY

Users of Electronic Communications Resources shall not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the District unless appropriately authorized to do so. The District is not responsible for any loss or damage incurred by an individual as a result of personal use of the District's Electronic Communications Resources.

PERSONAL IDENTIFIABLE INFORMATION (PII)

Users must not intentionally seek, provide, or release any individual's (student, faculty, or staff) personal information to anyone without proper authorization.

HARRASSMENT

Users are prohibited from using the District's information systems in any way that may be disruptive or offensive to others, including, but not limited to, the intentional viewing and/or transmission of sexually explicit messages, graphics, cartoons, ethnic or racial slurs, or anything that may be construed as harassment or disparagement of others. This is consistent with the District's non-discrimination policy.

UNLAWFUL MESSAGES

Users may not use electronic communication facilities to send defamatory, fraudulent, harassing, obscene, threatening, or other messages that violate applicable federal, state or other law or District policy, or which constitute the unauthorized release of confidential information.

COMMERCIAL USE

Commercial use of the District computing resources for personal gain or illegal purposes is prohibited. Computer resources on the District network are provided to support District-related academic and administrative activity. They may not be used for the transmission or storage of commercial, political, or personal advertisements, solicitations and promotions, destructive programs (viruses and/or self-replicating code), or any other unauthorized use. Transmitting unsolicited advertising, promotional materials or other forms of solicitation are prohibited without prior authorization by District administration.

POLITICAL AND COMMERCIAL USE

The District is a non-profit, tax-exempt organization and, as such, is subject to specific federal, state and local laws regarding sources of income, political activities, use of property and similar matters.

FAIR USE

Information appearing on the internet should be regarded as copyright protected, whether or not it is expressly noted as such. Section 107 of the Copyright Law (Title 17, US Code) allows for fair use of copyrighted materials. Teaching, scholarship, research, comment, news reporting, and criticism are considered fair and allow for reproduction of a given work. Acknowledgement of the source is recommended but is no substitute for obtaining permission (<http://www.copyright.gov/fls/fl102.html>).

REPORTING PROBLEMS

Any defects discovered in system accounting or system security must be reported promptly to the appropriate system administrator so that steps can be taken to investigate and solve the problem.

SOFTWARE LICENSING

Software, used on District owned computers, must be properly licensed. These licenses provide the acceptable use of the software and hold the user and in some cases the District legally responsible for copyright violations.

All software must be approved by District and/or campus technology departments prior to purchase. Software, its associated license material, and proof of purchase will be submitted and stored with District and/or campus technology departments. For specific District purchasing procedures, please refer to Administrative Procedure 6330.

EXCEPTIONS

Activities will not be considered misuse when authorized by appropriate District officials for security or performance testing. Technology support staff, under the direction of senior management, may at any time examine the equipment, software and services of District owned equipment.

COPYING

Software protected by copyright may not be copied except as expressly permitted by the owner of the copyright or otherwise permitted by copyright law. Protected software may not be copied into, from, or by any District facility or system, except pursuant to a valid license or as otherwise permitted by copyright law.

Technology support staff monitors for any unauthorized equipment or software on the District's networks, and reserves the right to remove, disconnect, or disable the unauthorized equipment or software.

NETWORK ACCESS, MEDIA, AND SOCIAL NETWORKING

The District provides network and telecommunications services as a tool for students, staff and faculty. Internet access is provided to assist in the completion of college related work and assignments. As such, the District provides this service and is subject to state and federal regulations. This applies to all equipment attached to the provided network, wired or wireless, without regard to ownership of the equipment. The District recognizes that incidental personal activities may occur provided that such use is within reason, is ordinarily on one's own time, is occasional, and does not interfere with or burden the District's operation. (Please review "Privacy Interests" and "District Rights" sections above.)

Personal social networking accounts shall not be used to officially represent campus or District entities on social networking, wiki, or other social media sites. For official representation of any District entity, a campus or district account, approved by the president/chancellor or their designee, must be used. The account holders must agree to use the resources legally, ethically and in keeping with the intended use per the procedures of their respective sites.

PERSONAL MOBILE DEVICES

The District does not provide support for personal mobile devices. The District only provides the connection settings to the District systems for the syncing of District email, calendar and contacts on mobile devices and supported cloud storage files and folders.

The District may also provide the licensing and download methods for software to be used on mobile devices. It is the user's responsibility to install and/or enter settings for such devices and software.

MOBILE DEVICE ENCRYPTION

Any mobile device used by employees to access SBCCD student, employee, financial or other forms of sensitive data will be required to be encrypted prior to such access. This will aide in the protection of District data on lost or stolen mobile devices.

BRING YOUR OWN DEVICE

1. Bring Your Own Device ("BYOD") refers to personally-owned technology devices such as computers, laptops, tablets/eReaders, smart-phones and other devices ("Devices") used by employees for District purposes to stay connected to, access data from, or complete tasks in their capacity as District employees ("Users").

This procedure provides standards and rules of behavior for the use of personal Devices to access District network resources and information for District business purposes. Users may access District information on personal Devices only in the conduct of District business. The District's interests are to foremost protect District data and information while allowing Users to utilize personal Devices.

In accordance with this and other District policies, personal Devices used for business purposes are to be used in a responsible manner. These procedures are mandatory requirements for any Devices used for District purposes.

2. Compliance with District Policies and Administrative Procedures: Users understand that the use of Devices for District purposes is subject to the same District rules and regulations with respect to such use as if the Users are using District-owned devices. Users shall abide by applicable laws and policies with respect to access to, use, disclosure, and/or disposal of District information. These policies and procedures include, but are not limited to: Computer and Network Use BP/AP 3720; Electronic Mail BP/AP 3920; Student Records Directory Information and Privacy BP/AP 6040; and Records Retention and Destruction BP/AP 3310.

3. Users are Responsible for all Maintenance of their Device(s)

a. Users acknowledge that they are solely responsible for the configuration, maintenance, troubleshooting and repair of their personal Devices. This includes maintaining original device operating systems and keeping the Device current with security patches and updates as released by the manufacturer.

4. Requirements for all BYODs Accessing District network services and District information.

a. Users shall not download, transfer or store “Sensitive Business Data” on their Devices. “Sensitive Business Data” is defined as documents or data that is not publicly available and that is protected by laws governing confidentiality of information (e.g., student records FERPA, confidential personnel data, third party confidential information, etc.). Users shall delete any Sensitive Business Data that may be inadvertently downloaded and stored on the Device (for example, through the process of viewing email attachments sent by others).

The District’s IT Department will provide Users with instructions for identifying and removing these unintended downloads. Users shall not download/transfer Sensitive Business Data to any non-District device.

b. Users shall password protect Devices using existing password protect utilities available on the User’s device. This is inclusive of but not limited to alpha numeric passwords, swipe, finger print and pin codes. Users shall use strong passwords and keep them well protected. It is recommended that when appropriate, Users choose long password of at least 8 characters and change them periodically. Users shall immediately notify the District’s IT Department Help Desk if you believe your passwords have been compromised.

c. Users shall not share the Device with other individuals or family members due to the business use of the Device.

d. Users shall notify the District’s IT Department Help Desk at 877-241-1756 and their cellular providers if the device is lost or stolen within one hour, or as soon as practical, after you notice the device is missing. If the device is a cell phone or tablet with District email the District will remotely wipe the device removing all data from the phone and possible rendering the device unusable in any capacity.

e. If a Device has a remote tracking device, such as the “find my device” option on the iPhone, it should be turned on by the User.

f. Users shall maintain anti-virus (AV) protection on a device when appropriate and possible. Instructions on the recommended AV protection is provided by the District’s IT Department.

g. Users shall set an idle timeout that will automatically lock the Device after a period of time. Users should contact their mobile device manufacturer or service provider for assistance.

5. Compliance with Applicable Laws.

Users must comply with federal and state laws that provide further protections to certain types of information, or that may influence how Users handle District information with the Devices. Examples include, but are not limited to:

a. Family Educational Rights and Privacy Act (FERPA) and corresponding Education Code provisions that provide students right of access to their education records and generally prohibits the disclosure of student education records without the prior written consent of the student.

b. Health Insurance Portability and Accountability Act (HIPAA) which imposes various privacy and security requirements on personal health information collected or maintained by covered entities.

c. Financial Services Modernization Act of 1999 (“Gramm Leach Bliley”) and accompanying FTC Standards for Safeguarding Customer Information Requires the District to develop and implement an information security program designed to protect nonpublic personal information gathered and

maintained with respect to certain financial activities.

d. The Fourth Amendment to the U.S. Constitution, and various federal and state laws concerning access by law enforcement to information and establishes the procedures and circumstances under which law enforcement authorities may gain access to District data. All warrants, subpoenas, and other legal requests, demands, or orders seeking access to institutional data or systems must be forwarded immediately to the District's Human Resources Department.

e. California Public Records Act provides for public access to District records that are not otherwise exempt from disclosure. All requests for records shall be forwarded to the District's Human Resources Department.

f. California invasion of privacy laws that prohibit the disclosure of personal information about an individual.

g. Civil Discovery and E-Discovery Rules, including the duty to preserve data

References:

17 U.S. Code Sections 101 et seq.;

Penal Code Section 502, Cal. Const., Art. 1 Section 1;

Government Code Section 3543.1(b);

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

Attachments:

[AP 3720 Computer and Network Use -
Comments](#)

[AP 3720 Computer and Network Use - Legal
Citations](#)

Applicability

San Bernardino Community College District



Origination: 08/2018
Last Approved: 08/2018
Last Revised: 08/2018
Next Review: 08/2024
Owner: *Policy Stat*
Policy Area: *Chapter 6 General Institution*
References:

BP 6751 Parking Citation Payment Plan

The Board shall establish an Administrative Procedure where a registered owner (CVC 460, 505) or person responsible for vehicle citations received on San Bernardino Community College District property shall be eligible to enroll in a payment plan when they have multiple unpaid parking citations.

Reference:

California Assembly Bill No. 503 (Chapter 741)

Attachments:

No Attachments

Approval Signatures

Step Description	Approver	Date
	Stacey Nikac: Administrator	08/2018
	Stacey Nikac: Administrator	08/2018
	Stacey Nikac: Administrator	08/2018
	Stacey Nikac: Administrator	08/2018
	Stacey Nikac: Administrator	08/2018
	Stacey Nikac: Administrator	08/2018

Applicability

San Bernardino Community College District



Origination:	08/2018
Last Approved:	08/2018
Last Revised:	08/2018
Next Review:	08/2024
Owner:	<i>Business & Fiscal Services</i> <i>Business & Fiscal Services</i>
Policy Area:	<i>Chapter 6 General Institution</i>
References:	<i>Brand New - required</i>

AP 6751 Parking Citation Payment Plan

A registered owner (CVC 460, 505) or person responsible for vehicle citations received on San Bernardino Community College District property shall be eligible to enroll in a payment plan when they have multiple unpaid parking citations.

- A. Once this threshold is met, any citations associated with this vehicle, registered owner, or person responsible may be added to the payment plan, at the time of enrollment.
- B. If additional citations are accrued during the payment plan period, the plan may not be modified to include these citations, nor will a concurrent payment plan be offered.
- C. Citations in a payment plan will not count towards immobilization/tow/impound eligibility pursuant to CVC 22651(i)(l).
- D. Once a vehicle is towed/impounded due to other violations, all citations, including those on a payment plan, are immediately due pursuant to CVC 22551(i)(l)(C).

The fee to enroll in a payment plan is \$25.

Applied late fees, as well as any late fees not yet applied, will be placed in abeyance while the payment plan is in place. If the individual adheres to the plan terms, these late fees will be waived once the payment plan is complete.

- A. If an individual defaults on the payment plan, a subsequent payment plan will not be offered for those citations and any late fees placed in abeyance will be immediately reinstated. The total amount due, including all late fees, will be submitted to the appropriate Department of Motor Vehicles for a Registration hold on the vehicle. An Academic Hold will be placed on the Students records until the total fees are paid in full.
- B. The request for a payment plan must be made before the citation is transferred to DMV for collection. (21 days after issue of the citation}.

Once the payment plan is in place and the individual is adhering to its terms, an itemization of unpaid parking penalties and service fees will not be filed with the DMV (also known as a "DMV Registration Hold") and any DMV Registration Hold in place will be temporarily removed pending satisfactorily completing the payment plan.

At plan enrollment, an initial payment of \$25 or 10% of the amount owed (whichever amount is greater), plus the \$25 enrollment fee, is required.

Payments must be made each calendar month.

- A. There is no grace period for late payments.
- B. For mailed payments, a postmark is acceptable to meet this requirement.

Payment plan duration

1st months payment will be \$25 or 10% of unpaid fines (whichever amount is greater) plus the \$25 enrollment plan fee. Subsequent month payments will be determined by dividing the remaining balance by 4.

Definitions

Late: The citation is past 21 days from issuance and 14 days from mailing of the reminder notice and additional fees may be applied.

Delinquent: The citation is unpaid. Late fees may or may not have been applied. Person responsible: The individual who has opted to enter into the payment plan with the campus.

Reference:

California Assembly Bill No. 503 (Chapter 741)

Attachments:

No Attachments

Approval Signatures

Step Description	Approver	Date
	Stacey Nikac: Administrator	08/2018
	Stacey Nikac: Administrator	08/2018
	Stacey Nikac: Administrator	08/2018
	Stacey Nikac: Administrator	08/2018
	Stacey Nikac: Administrator	08/2018
	Stacey Nikac: Administrator	08/2018

Applicability

San Bernardino Community College District

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: December 13, 2018

SUBJECT: Consideration of Final Approval of Board Policies

RECOMMENDATION

It is recommended that the Board of Trustees approve the Board Policies. The Board approved first reading on November 8, 2018. Administrative Procedures are submitted for information and review for consistency with Board policies.

BP 2100 Board Elections (no AP)
BP 2220 Committees of the Board (no AP)
BP & AP 2305 Annual Organizational Meeting
BP 2350 Speakers (no AP)
BP 2360 Minutes (AP is new suggested. Do not need new AP)
BP 2430 Delegation of Authority to the Chancellor (AP is new suggested. Do not need new AP)
BP 2745 Board Self-Evaluation (no AP)
AP 3435 Discrimination and Harassment Resolution (no BP)
BP & AP 3505 Emergency Response Plan
BP 3710 Securing of Copyright
BP & AP 3715 Intellectual Properties
BP & AP 4060 Delineation of Functions Agreements
BP & AP 4226 Multiple and Overlapping Enrollments
BP & AP 4232 Pass/No Pass
BP & AP 4235 Credit by Examination
BP & AP 5010 Admissions
BP & AP 5050 Student Success and Support Program
BP & AP 5110 Counseling
BP & AP 6100 Delegation of Authority, Business and Fiscal Affairs
BP & AP 6150 Designation of Authorized Signatures
BP & AP 7140 Collective Bargaining
AP 7365 Discipline and Dismissal - Classified Employees

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.

INSTITUTIONAL VALUES

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

FINANCIAL IMPLICATIONS

None.



Origination: 04/2004
Last Approved: N/A
Last Revised: 09/2018
Next Review: 6 years after approval
Owner: BOT Board of Trustees:
Policy Area: Chapter 2 Board of Trustees
References:

BP 2100 Board Elections

(Replaces current SBCCD BP 2090)

Elections shall be held every two years, in even numbered years, for four-year overlapping terms. Terms of trustees are staggered so that, as nearly as practical, one half of the trustees shall be elected at each trustee election. Each person elected at a regular biennial governing board member election shall hold office for a term of four years commencing on the ~~first~~second Friday in December next succeeding his/her election.

The Board of Trustees has provided for the election of trustees by trustee areas. Effective January 16, 2014, the trustee areas include:

- Areas 1, 3, 5, and 7 from which governing board members will be elected in November 2016 and every four years thereafter.
- Areas 2, 4, and 6 from which governing board members will be elected in November 2014 and every four years thereafter.

The election of a Board member residing in and registered to vote in the trustee area he/she seeks to represent shall be only by the registered voters of the same trustee area(s).

The Chancellor shall submit recommendations to the Board regarding adjustments to be made to the boundaries of each trustee area, if any adjustment is necessary, after each federal census. The Chancellor shall submit the recommendation in time for the Board to act as required by law.

References:

Education Code Sections 5000 et seq. and 72036

Attachments:

- [BP 2100 Board Elections - Comments](#)
- [BP 2100 Board Elections - Legal Citations](#)

Approval Signatures

Step Description	Approver	Date



Origination: 01/2001
Last Approved: 01/2016
Last Revised: 01/2016
Next Review: 01/2022
Owner: *BOT Board of Trustees:*
Policy Area: *Chapter 2 Board of Trustees*
References:

BP 2220 Committees of the Board

(Replaces current SBCCD BP 2220)

The Board may, by action, establish committees that it determines are necessary to assist the Board in its responsibilities. Any committee established by Board action shall comply with the requirements of the California Public Meetings Act (Brown Act) and with these policies regarding open meetings.

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

Board committees that are only advisory have no authority or power to act on behalf of the Board. Findings or recommendations shall be reported to the Board for consideration.

Standing committees of the Board can be found on the Board of Trustees page of the District Website http://www.sbccd.org/Board_of_Trustees

Reference:

Government Code Section 54952

Attachments:

[BP 2220 Committees of the Board - Comments](#)
[BP 2220 Committees of the Board - Legal Citations](#)

Applicability

San Bernardino Community College District



Origination: 11/2016
Last Approved: N/A
Last Revised: 10/2018
Next Review: 6 years after approval
Owner: BOT Board of Trustees:
Policy Area: Chapter 2 Board of Trustees
References: Brand New - optional

AP 2305 Annual Organizational Meeting

New Administrative Procedure

- A. Election of officers takes place at the Board's Annual Meeting
 - a. The offices of president, vice president, and clerk will be elected by the board of trustees. The executive board is comprised of these officers.
 - b. New officers will begin their term of service at the first meeting of the board in January of the next year
- B. Prior to the first board meeting in January, the outgoing board president and the newly elected board president will meet together to discuss:
 - a. Duties of the board officers, especially the president
 - b. Board policy dates pertinent to the function of the board
 - i. Evaluation of the Chancellor
 - ii. Board self-evaluation
 - iii. Any current ongoing discussions with the Chancellor

Attachments:

No Attachments

Approval Signatures

Step Description	Approver	Date
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018

Applicability

San Bernardino Community College District



Origination: 06/2009
Last Approved: 01/2016
Last Revised: 04/2015
Next Review: 01/2021
Owner: *BOT Board of Trustees:*
Policy Area: *Chapter 2 Board of Trustees*
References:

BP 2305 Annual Organizational Meeting

(Replaces current SBCCD BP 2100)

The Board shall hold an annual organizational meeting on a day within fifteen calendar days of the last Friday in November

The purpose of the annual organizational meeting is to elect a president, vice president, and a clerk, and conduct any other business as required by law or determined by the Board.

Reference:

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

Attachments:

- [BP 2305 Annual Organizational Meeting - Comments](#)
- [BP 2305 Annual Organizational Meeting - Legal Citations](#)

Applicability

San Bernardino Community College District



Origination:	08/2013
Last Approved:	04/2015
Last Revised:	04/2015
Next Review:	08/2020
Owner:	<i>BOT Board of Trustees:</i>
Policy Area:	<i>Chapter 2 Board of Trustees</i>
References:	

BP 2350 Speakers

(Replaces current SBCCD BP 2140)

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

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

Persons wishing to speak to matters not on the agenda shall do so at the time designated at the meeting for public comment.

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

- The President of the Board may rule members of the public out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Board or if their remarks are unduly repetitive.
- Non-scheduled substitutes may not speak in place of scheduled speakers unless alternates have been submitted on the original request.
- Employees who are members of a bargaining unit represented by an exclusive bargaining agent may address the Board under this policy, but may not attempt to negotiate terms and conditions of their employment. This policy does not prohibit any employee from addressing a collective bargaining proposal pursuant to the public notice requirements of Government Code Section 3547 and the policies of this Board implementing that section.

Any member of the public who wishes to address the Board on any matter on the agenda of a regular Board meeting or on the notice for a special Board meeting is limited to five minutes per person and 20 minutes per agenda topic unless the time limit is extended by a majority vote of the Board.

The Board acknowledges that the Brown Act, Government Code Section 54954.3, requires that every agenda for regular meetings, but not every notice for special meetings, shall provide an opportunity for members of the public to directly address the Board on items of interest to the public that are not on the agenda.

A member of the public who wishes to address the Board on an item not on the agenda, but related to the business of the District, is limited to five minutes unless a majority of the Board votes to extend the time limit. The total time for members of the public to speak on the same or a substantially similar subject shall be limited to twenty minutes unless a majority of the Board votes to extend the time limit. Each speaker coming before the Board is limited to one presentation per specific agenda item before the Board and to one presentation per meeting on non-agenda matters.

Members of the public desiring to address the Board shall complete and submit a Public Comment card.

As a matter of law, members of the Board may not discuss or respond to public comments unless the matters are properly noticed for discussion or action in Open Session.

References:

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

Attachments:

[BP 2350 Speakers - Comments](#)

[BP 2350 Speakers - Legal Citations](#)

Applicability

San Bernardino Community College District



Origination: 04/2004
Last Approved: 04/2015
Last Revised: 04/2015
Next Review: 08/2019
Owner: *BOT Board of Trustees:*
Policy Area: *Chapter 2 Board of Trustees*
References:

BP 2360 Minutes

(Replaces current SBCCD BP 2150)

The Chancellor shall cause minutes to be taken of all meetings of the Board of Trustees in accordance with the Brown Act and Education Code. The minutes shall record all actions taken by the Board. The minutes shall be public records and shall be available to the public. If requested, the minutes shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

The minutes of the Board meeting shall also record those present, who presided, all motions, show the names of persons making and seconding motions, and the vote on motions unless the vote is unanimous. The minutes shall indicate the time of arrival of members who arrive after the meeting begins and the time of departure of members who leave before the meeting concludes. In addition, the minutes shall record all resolutions and recommendations of the administration and the pertinent information upon which the Board has taken action.

References:

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

Attachments:

[BP 2360 Minutes - Comments](#)
[BP 2360 Minutes - Legal Citations](#)

Applicability

San Bernardino Community College District



Origination:	01/2001
Last Approved:	N/A
Last Revised:	10/2018
Next Review:	6 years after approval
Owner:	BOT Board of Trustees:
Policy Area:	Chapter 2 Board of Trustees
References:	

BP 2430 Delegation of Authority to the Chancellor

(Replaces current SBCCD BP 2170)

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

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

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

The Chancellor is empowered to develop administrative procedures for submittal to the board.

The Chancellor is expected to perform the duties contained in the Chancellor's job description and fulfill other responsibilities as may be determined in annual goal-setting or evaluation sessions. The Board, in consultation with the Chancellor, shall develop the job description and goals and objectives for performance.

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

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

The Chancellor is delegated the authority to act on behalf of the Board in an emergency for the protection of life, health, and safety of individuals and the protection of property.

The Chancellor is delegated the authority to confer with District Counsel in addressing legal matters of the District with the exception of legal matters directly affecting the Board relationship with the Chancellor.

The Chancellor is delegated the authority to accept written resignations.

The Chancellor shall act as the professional advisor to the Board in policy formation.



Origination:	01/2001
Last Approved:	N/A
Last Revised:	10/2018
Next Review:	6 years after approval
Owner:	BOT Board of Trustees:
Policy Area:	Chapter 2 Board of Trustees
References:	

BP 2745 Board Self-Evaluation

(Replaces current SBCCD BP 2020)

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

To this end the Board has established the following processes for evaluation:

An ad hoc committee of the Board shall be appointed in April to determine the instrument or process to be used in Board self-evaluation. Any evaluation instrument shall incorporate criteria contained in these Board policies regarding Board operations, as well as criteria defining Board effectiveness promulgated by recognized practitioners in the field.

The process for evaluation shall be recommended to and approved by the Board.

If an instrument is used, all Board members will be asked to complete the evaluation instrument and submit them to ~~Board President~~the Office of the Chancellor.

A summary of the evaluations will be presented and discussed at an annual Board retreat scheduled for that purpose. The results will be used to identify accomplishments in the past year and goals for the following year.

1. The Board and the Chancellor shall establish Goals and Objectives to be accomplished each fiscal year.
2. A report will be completed by the Chancellor to report on the accomplishments of the Board Goals and Objectives at the end of the fiscal year.
3. The Board shall develop an evaluation instrument jointly with the assistance of the Chancellor and/or designee that will address functions and responsibilities of the Board.
4. Each Board member will complete the self-evaluation instrument and submit it to the Chancellor.
5. The Chancellor shall synthesize the annual report and the self-evaluation and the information shall be shared with the Board.
6. The Board shall meet in open session to complete a final review and assessment of the Board.

Reference:

ACCJC Accreditation Standard IV.C.10 (formerly IV.B.1.e & g)

Attachments:

BP 2745 Board Self-Evaluation - Comments
 BP 2745 Board Self-Evaluation - Legal Citations



Origination:	02/2010
Last Approved:	N/A
Last Revised:	09/2018
Next Review:	6 years after approval
Owner:	Chancellor's Cabinet
	Chancellor's Cabinet:
Policy Area:	Chapter 3 General Institution
References:	Legally Required

AP 3435 Discrimination and Harassment Resolution Procedures

(Replaces current SBCCD AP 3430)

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

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

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

When the Title IX Officer (VCHR) or Title IX Coordinator receives information about a possible incident of sex or gender-based discrimination or harassment, he/she will provide the reporting party, if known, with a resource guide and copies of BP 3430: *Prohibition of Harassment* and AP 3435: *Discrimination and Harassment Investigations*. The resource guide contains information about available resources, such as counseling and health services.

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

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

Intake and Processing of the Complaint or Report

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

Timeline

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

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

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

Interim Remedies/Actions

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

Interim remedies may include, but are not limited to:

- Referral to counseling and health services
- Referral to the Employee Assistance Program
- Education to the community
- Altering work arrangements for employees
- Providing campus escorts

- Providing transportation accommodations
- Implementing contact limitations between the parties
- Offering adjustments to academic deadlines, course schedules, etc.

When taking steps to separate the reporting party and the responding party, the District shall minimize the burden on the reporting party. Requests for interim remedies should be made to the Title IX Coordinator/ Institutional Equity Officer, although the Title IX Coordinator/Institutional Equity Officer may also initiate interim remedies outside of a request.

The District may interim suspend ² a responding party student, employee or student organization pending the resolution of the case, particularly when, in the judgment of the Title IX Coordinator/ Institutional Equity Officer, the safety or well-being of any member(s) of the campus community may be jeopardized by the presence on-campus of the responding party or the ongoing activity of a student organization whose behavior is in question. In all cases in which an interim suspension is imposed, the student, employee or student organization will be given the opportunity to meet with the Title IX Coordinator/Institutional Equity Officer prior to such suspension being imposed, or as soon thereafter as reasonably possible, to show cause why the suspension should not be implemented. The Title IX Coordinator/Institutional Equity Officer has sole discretion to implement or stay an interim suspension under the *Discrimination and Harassment Policy* and *Discrimination and Harassment Resolution Procedures*, and to determine its conditions and duration. Violation of the conditions of an interim suspension under this policy is grounds for expulsion or termination.

During an interim suspension, a student or employee may be denied access to the campus/facilities/events. As determined by the Title IX Coordinator/Institutional Equity Officer, this restriction can include classes and/or all other District activities or privileges for which the individual might otherwise be eligible. At the discretion of the Title IX Coordinator/Institutional Equity Officer, alternative coursework options may be pursued to ensure as minimal an impact as possible on the responding party.

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

Voluntary Informal Resolution

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

Formal Investigation Process

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

more likely than not to have occurred.

The Title IX Officer/Coordinator will appoint a trained investigator to conduct the investigation. Employees designated to serve as investigators under this policy shall have received annual training on the issues related to dating violence, domestic violence, sexual assault and stalking and on the District's complaint procedures. The Title IX Officer/Coordinator may also appoint an external subject matter expert to conduct the investigation and provide a report.

The investigation will entail interviewing all relevant parties and witnesses³, obtaining available evidence, reviewing personnel or academic/disciplinary files of involved parties, and identifying sources of expert information, if necessary. All parties will be given the opportunity to provide information and names of possible witnesses relevant to the investigation within a reasonable timeframe prescribed by investigators. The investigators will provide regular updates to both the reporting and responding parties, as appropriate, throughout the investigation.

At the time of the complaint/report, the responding party will be given written notice of the nature of the allegations, the District policies at issue, and the possible sanctions that could result from a determination that policy was violated. The responding party will be provided with copies of BP 3430: *Prohibition of Harassment Policy* and AP 3435: *Discrimination and Harassment Investigations*.

The past sexual history of the parties is not admissible, except as it pertains to sexual interactions between the parties, or as evidence deemed highly relevant by the investigators. While previous conduct violations by the responding party generally have no bearing on the present allegation, District officials may supply information about previous good faith allegations and/or similar findings to the investigators and appeals officers to consider as evidence of pattern and/or predatory conduct.

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

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

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

In those cases that involve potential termination of employment or dismissal of a faculty member for cause, the Director of Human Resources shall be consulted in the sanctioning process.

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

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

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

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

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

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

Appeals

A reporting party or responding party may appeal the decision under the grounds described below. Any party who files a request for appeal must do so in writing to the Title IX Officer, within 3 business days of receiving the written decision.

The ONLY grounds for appeal are as follows:

- A procedural or substantive error occurred that significantly impacted the outcome of the investigation (e.g. substantiated bias, material deviation from established procedures, etc.);
- To consider new evidence, unavailable during the original investigation, that could substantially impact the original finding. A summary of this new evidence and its potential impact must be included;
- The sanctions imposed fall outside the range of sanctions designated for this offense and the cumulative conduct history of the responding party.

The Title IX Officer will share the request for appeal with the other party (e.g., if the responding party files an appeal, the appeal is shared with the reporting party, who may also wish to file a response and/or bring their own appeal on separate grounds; this response or appeal will be shared with the initial appealing party). Based on the written requests/responses or on interviews as necessary, the Title IX Officer will send a letter of outcome for the appeal to all parties. The Title IX Officer can take one of two possible actions: he/she may dismiss an appeal request as untimely or ineligible, or may grant an appeal and remand the finding for further investigation or reconsideration.

The original finding will stand if the appeal request is not timely or substantively eligible, and that decision is final.

If the appeal remands to the investigator/s for review, the reconsideration of the investigator/s is not appealable. In rare cases where a procedural or substantive error cannot be cured by the original investigator/s (as in cases of bias), the Title IX Officer may order a new investigation with a new investigator or team of investigators. The results of the second investigation cannot be appealed.

The procedures governing the hearing of appeals include the following:

- All parties will be timely informed of the status of requests for appeal, the status of the appeal consideration, and the results of the appeal decision;
- Every opportunity to return the appeal to the original investigators for reconsideration (remand) will be pursued;
- Appeals are not intended to be full re-investigations of the allegations. In most cases, appeals are confined to a review of the written documentation or record of the original investigation and pertinent documentation regarding the grounds for appeal;
- Appeal decisions are deferential to the original investigative body, making changes to the finding only where there is clear error;
- An appeal is not an opportunity for the Title IX Officer to substitute his/her judgment for that of the original investigators merely because they disagree with the finding;
- Sanctions imposed are implemented immediately unless the hiring or disciplinary authority, in consultation with the Title IX Officer stays their implementation in extraordinary circumstances, pending the outcome of the appeal;
- The Title IX Officer will typically render a written decision on the appeal to all parties within 5 business days from hearing of the appeal. The Title IX Officer's decision to deny an appeal request is final;
- The parties will receive written notification of any changes made to the original finding and disciplinary action (if any) in a timely, simultaneous fashion.

Advisors

The parties are entitled to an advisor of their choosing to guide and accompany them throughout the District's resolution process (in all meetings and interviews at which the party is entitled to be present, including intake, interviews, hearings and appeals). The advisor may be anyone who is both eligible and available. An individual who is a witness in a case may not serve as an advisor due to the inherent conflict. A party may also choose to participate in the resolution process without an advisor. Please see additional information about advisors below.

The Role of An Advisor

Advisors should help their advisees prepare for each meeting, and are expected to advise ethically, with integrity and in good faith. All advisors are subject to the same rules, whether they are attorneys or not. Advisors may not present on behalf of their advisee in a meeting, interview or hearing and should request or wait for a break in the proceeding if they wish to interact with District officials. Advisors may confer quietly with their advisees as necessary, as long as they do not disrupt the process. For longer or more involved discussions, the parties and their advisors should ask for breaks or step out of meetings to allow for private

conversation.

Advisors are expected to refrain from interference with the District investigation and resolution. An advisor who steps out of their role in a meeting under the District resolution process will be warned only once. If the advisor continues to disrupt or otherwise fails to respect the limits of the advisor role, the advisor will be asked to leave the meeting. When an advisor is removed from a meeting, that meeting will typically continue without the advisor present. Subsequently, the Title IX Coordinator will determine whether the advisor may be reinstated, may be replaced by a different advisor, or whether the party will forfeit the right to an advisor for the remainder of the process.

The District expects that the parties will share documentation related to the allegations with their advisors. The parties are not otherwise restricted from discussing and sharing information relating to the allegations with others who may support them or assist them in preparing and presenting. Advisors are expected to maintain the privacy of the records shared with them by the District. These records may not be shared with third parties, disclosed publicly, or used for purposes not explicitly authorized by the District. The District may seek to restrict the role of any advisor who does not respect the sensitive nature of the process or who fails to abide by the District's privacy expectations.

The District expects an advisor to adjust their schedule to allow them to attend District meetings when scheduled. The District does not typically change scheduled meetings to accommodate an advisor's inability to attend. The District will, however make provisions to allow an advisor who cannot attend in person to attend a meeting by telephone, video and/or virtual meeting technologies as may be convenient and available. A party may elect to change advisors during the process.

Where an employee is a member of a union and entitled to a union representative in the process, that employee may be accompanied by the union representative as their advisor or may choose an advisor in addition to their union representative. In such cases, the other party may have two advisors as well. The union representative will be bound by the same role expectations as an advisor.

The parties must advise the investigators of the identity of their advisor at least 2 business days before the date of their first meeting with investigators. The parties must provide subsequent timely notice to the investigators if they change advisors at any time. No audio or video recording of any kind is permitted during meetings with District officials.

Conflicts of Interest

The District is committed to ensuring that its resolution processes are free from actual or perceived bias or conflicts of interest that would materially impact the outcome. Any party who feels that there is bias or conflict of interest that would materially impact the outcome may submit a written petition for the person's removal from the process. The petition should include specifics as to the actual or perceived bias or conflict of interest, as why the petitioner believes the bias or conflict could materially impact the outcome. Such petitions should be submitted promptly to the Title IX Officer Title IX Coordinator, or to the District Chancellor in the event that the potential conflict or bias involves the Title IX Officer/Coordinator.

Retaliation

It is unlawful for anyone to retaliate against someone who files an unlawful discrimination or harassment complaint, who refers a matter for investigation or complaint, who participates in an investigation of a complaint, who represents or serves as an advisor/union representative for a reporting party or responding party, or who otherwise furthers the principles of the District's unlawful discrimination and harassment policy.

The District shall take reasonable steps to protect the reporting party from further harassment and/or discrimination, and to protect the reporting party and witnesses from retaliation as a result of communicating the complaint and/or assisting in the investigation. Any retaliation should be reported to the Title IX Officer, or in their absence, to the Chancellor.

Privacy and Confidentiality

The District shall take reasonable steps to ensure the confidentiality of the investigation and to protect the privacy of all parties to the extent possible without impeding the District's ability to respond effectively to the report or complaint. Only District officials with a legitimate need to know will be informed of the results of the investigation. The District shall make a good faith effort to inform the parties, in advance when possible, of any public release of information regarding the case.

All employees and students are expected to cooperate with a District investigation into allegations of discrimination or harassment. An individual who participates as a reporting party or witness in an investigation of sexual assault, domestic violence, dating violence, or stalking will not be subject to disciplinary sanctions for a violation of the District's policy at or near the time of the incident, unless the District determines that the violation was egregious, including, but not limited to, an action that places the health or safety of any other person at risk or involves plagiarism, cheating, or academic dishonesty.

Only District officials with a legitimate need to know will be informed of the results of the investigation, appeals procedure, or sanctioning/disciplinary procedure.

The parties should be aware that District administrators must issue timely warnings for incidents reported to them that pose a substantial threat of bodily harm or danger to members of the campus community. The District will make every effort to ensure that a reporting party's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the potential danger.

In implementing this policy, records of all reports, resolutions, and hearings will be kept by the Title IX Officer. Access to reports, resolutions and hearings will be controlled by the Title IX Officer.

File Retention

The District will retain on file for a period of at least three years after closing the case copies of:

- the original complaint;
- the investigatory report;
- the summary of the report if one is prepared;
- the notice provided to the complainant, of the District's administrative determination and his or her right to appeal;
- any appeal; and
- the District's final decision.

The District will make such documents available to the State Chancellor upon request.

Rights of the Reporting Party

- To be treated with respect by District officials.

- To take advantage of campus support resources (such as Counseling and Health Services for students, or EAP services for employees).
- To experience a safe educational and work environment.
- To have an advisor during this procedure.
- To decline to have an allegation resolved through informal conflict resolution procedures.
- To receive amnesty for minor misconduct (such as alcohol or drug violations) ancillary to the incident.
- To be free from retaliation.
- To have reported misconduct resolved in substantial accordance with these procedures.
- To be informed in writing of the outcome/resolution, sanctions where permissible and the rationale for the outcome where permissible.
- Referral to law enforcement and assistance in reporting to law enforcement if desired.
- No contacts orders or restrictions.

Rights of the Responding Party

- To be treated with respect by District officials.
- To take advantage of campus support resources (such as Counseling and Health Services for students, or EAP services for employees).
- To have an advisor during this procedure.
- To decline to have an allegation resolved through informal conflict resolution procedures.
- To have reported misconduct resolved in substantial accordance with these procedures.
- To be informed of the outcome/resolution and the rationale for the outcome, in writing.

Revisions to this Policy

The District reserves the right to make changes to this document as necessary and once those changes are posted online, (http://www.sbccd.org/Board_of_Trustees/Policies_-_a_-_Procedures) they are in effect. Students and employees are encouraged to check online insert URL for the updated versions of all policies and procedures. If government regulations change in a way that impacts this document, this document will be construed to comply with government regulations in their most recent form. Reports of misconduct made after the fact may raise issues of policy and procedure application, if policies and procedures have changed. Procedures applicable are those that are in place at the time of resolution. This document does not create legally enforceable protections beyond the protection of the background state and federal laws.

Complaint Procedure Checklist

- Complaint or report received by Title IX Officer or Title IX Coordinator.
 - Provide complainant with a copy of Board Policy 3430 and Administrative Procedure 3435.
 - Provide complainant with the current resource guide with available resources (counseling, health services, etc.).
 - Acknowledge receipt of complaint/report with copy to State Chancellor's Office
- Conduct preliminary inquiry (within three days) to determine:
 - Acceptability by parties to alternative dispute resolution.
 - Determine whether District policy had been violated.
 - Determine whether facts violated District policy.

- Determine interim remedies or actions to be taken.
- Decide to start a formal investigation or
- Close out complaint with letter of explanation to complainant and State Chancellor's Office
- Determine investigator and timeline (within 60 days of complaint/report)
 - Request extension up to 90 days, from State Chancellor's Office within 50 days of complaint/report
 - Reason why extension is necessary
 - Date expected to complete determination
 - Notice of copy sent to complainant
 - Notice to complainant of right to send written objection to extension with five days of receipt
- Complete investigation
 - Forward investigative report and administrative determination to the complainant and to the State Chancellor's Office
 - Ultimate determination on probable cause
 - Description of actions taken to prevent similar future allegations
 - Proposed resolution
 - The complainant's right to appeal to the District governing board (within 15 days from the date of the determination)
 - Governing board reviews and renders final decision (within 45 days of receiving the appeal)
 - Board decision is forwarded to complainant and the State Chancellor's Office
 - Notice to complainant of right to appeal to the State Chancellor's Office (within 30 days of the Board decision)
 - Complainant provides copy of governing board's determination or evidence that the governing board did not respond within 45 days
- State Chancellor's Office may launch its own investigation if there is evidence of a violation.

References:

[20 U.S.C. Section 1681 et seq.](#); Education Code ~~Section~~[Sections 212.5, 231.5, 66281.5, and 67386](#); Government Code Section 12950.1; Title 5 Sections 59320, 59324, 59326, 59328, and 59300 et seq.; [Title 2 Sections 11023 and 11024](#); 34 Code of Federal Regulations Section 106.8(b)

Attachments:

[AP 3435 Discrimination and Harassment Investigation - Comments](#)
[AP 3435 Discrimination and Harassment Investigation - Legal Citations](#)
[AP3435-OLD.pdf](#)
[SBCCD - Overview for Legal Update 31 Final](#)



Origination: 05/2012
 Last Approved: N/A
 Last Revised: 10/2018
 Next Review: 6 years after approval
 Owner: Chancellor's Cabinet
 Chancellor's Cabinet:
 Policy Area: Chapter 3 General Institution
 References:

AP 3505 Emergency Response Plan

(Replaces current SBCCD AP 3740)

~~EMERGENCY RESPONSE AND EVACUATION PROCEDURES~~ EMERGENCY RESPONSE AND EVACUATION PROCEDURES

General information about the emergency response and evacuation procedures for the District are publicized each year as part of the District's Clery Act compliance efforts and that information is available http://www.sbccd.org/District_Police www.sbccd.org/District_Police/Clery_Act.

All members of the campus community are notified on an annual basis that they are required to notify the ~~District Police Department~~ San Bernardino Community College District Police Department (SBCCD PD) of any ~~situation or~~ incident on campus that involves a significant emergency or dangerous situation that may involve an immediate or ongoing threat to the health and safety of students and employees on campus. ~~District Police Department~~ The SBCCD PD has the responsibility of responding to, and summoning the necessary resources, to mitigate, investigate, and document any situation that may cause a significant emergency or dangerous situation. In addition, the ~~District Police Department has a~~ SBCCD PD personnel have responsibility to respond to such incidents to determine if the situation does in fact, pose a threat to the community. If ~~that is the case~~ so, federal law requires that the institution immediately notify the campus community or the appropriate segments of the community that may be affected by the situation.

Upon confirmation or verification by the ~~District Police Department~~ SBCCD PD that a legitimate emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on campus, the ~~District Police Department~~ District will, without delay, take into account the safety of the community and determine the content of ~~the message and~~ notifications and initiate the District Emergency Notification System (ENS) unless issuing a notification will, in the judgment of the first responders (including, but not limited to SBCCD PD perspnnel), compromise the efforts to assist a victim or to contain, respond to, or otherwise mitigate the emergency. District, SBCCD PD and Campus Personnel will determine the content of messaging and will use some or all of the systems described below to communicate the threat to the campus community or to the appropriate segment of the community, if the threat is limited to a particular building or segment of the population. ~~The District Police Department will, without delay, take into account the safety of the community, determine the content of the notification and initiate the notification system, unless issuing a notification will, in the judgment of the first responders (including, but not limited to: District Police Department), compromise the efforts to assist a victim or to contain, respond to, or otherwise mitigate the emergency.~~

In the event of a serious incident that poses an immediate threat to members of the campus community, the District ENS has various systems in place for communicating information quickly. Some or all of these

methods of communication may be activated in the event of an immediate threat to the campus community. These methods of communication include network ~~emails~~e-mails, emergency text messages that can be sent to a mobile phone or ~~Personal Digital Assistant~~other digital device (individuals can sign up for this service on the District ~~web site~~website), the public address system, phone calling trees, ~~District~~the district website and scrolling emergency messages ~~that scroll across computer screens when logged into~~on District connected computers. The SBCCD PD will post updates during a critical incident on the District website at www.sbccd.org. Individuals can call the District's ~~computer system—insert all that apply, overlapping methods are recommended. The District Police Department will post~~recorded information telephone line at (909) 382-4002 for updates ~~during a critical incident on the District web site at sbccd.org~~. Individuals can call the ~~District's recorded information telephone line at (909) 382-4002 for updates.~~

The District's ENS has the ability to send text messages to the personal mobile phones of faculty, staff and students who opt in to the system via our website.

The District's ~~Director of Marketing, Public Affairs & Government Relations~~Director of Marketing, Public Affairs & Governmental Relations will be responsible for the dissemination of emergency information to the larger community through ~~media~~cell phone alerts, website announcements, radio, and TV alerts.

~~TESTING EMERGENCY RESPONSE AND EVACUATION PROCEDURES~~TESTING EMERGENCY RESPONSE AND EVACUATION PROCEDURES

An evacuation drill is coordinated by the ~~District and College Lead Safety Officers~~College Lead Safety Officers and the SBCCD PD two (2) times per year for all ~~district and college~~facilities on campus. ~~Students~~During exercises, students, faculty and staff learn the locations of the emergency exits in ~~the buildings~~campus building and are provided guidance about the direction they should travel when exiting each facility for a short-~~term~~tem building evacuation. ~~Drill evacuation locations are not established in advance because those decisions are affected by time of day, location of the building being evacuated, the availability of the various designated emergency gathering locations on campus, and other factors such as the location and nature of the threat. In both cases, the District Police Department staff on the scene will communicate information to students, faculty and staff regarding the developing situation or any evacuation status changes.~~

Evacuation drills are monitored by the ~~District Police Department and District administration~~College Lead Safety Officers and the SBCCD PD to evaluate egress and behavioral patterns. ~~Evacuation drill reports~~Reports are prepared by ~~District and College Lead Safety Officers~~participating departments which provide recommendations for improvement as well as identify deficient equipment so that repairs can be made immediately. ~~Recommendations for improvements are also submitted to the appropriate departments/offices for consideration.~~

The District conducts ~~numerous~~ announced and unannounced drills and exercises each year and conducts follow-through activities designed for assessment and evaluation of emergency plans and capabilities. The ~~District Police Department with District and College Lead Safety Officers~~SBCCD PD and College Lead Safety Officers coordinate announced ~~and~~evacuation drills two times per year, as described above, to test the emergency response and evacuation procedures, and to assess and evaluate the emergency evacuation plans and capabilities. For each test conducted, SBCCD PD will document a description of the exercise, the date, time, and whether it was announced or unannounced ~~evacuation drills (2) times per~~. The District will publish a summary of its emergency response and evacuation procedures in conjunction with at least one drill or exercise each calendar year, ~~as described above, to test the emergency response and evacuation procedures, and to assess and evaluate the emergency evacuation plans and capabilities. For each test conducted, District and College Lead Safety Officers will document a description of the exercise, the date, time, and whether it was announced or unannounced. The District will publish a summary of its emergency~~

~~response and evacuation procedures in conjunction with at least one drill or exercise each calendar year.~~

Overview

~~The District Emergency Operations Plan provides direction in the event of an emergency. It is the goal and purpose of this plan to protect the safety and security of those associated with the District should an emergency occur. The effective use of this plan will help:~~

- ~~• Protect life and safety,~~
- ~~• Reduce property and environmental damage,~~
- ~~• Minimize disruption and economic losses, and~~
- ~~• Shorten the recovery period.~~

~~To ensure effective implementation of this plan, all personnel designated to carry out specific responsibilities are expected to know and understand the policies and procedures outlined in this document and other associated supporting documents.~~

~~The District's response to a major crisis will be conducted within the framework of this plan except when directed otherwise by Chancellor or the Chancellor's appointed representative. The plan includes a chain of command that establishes decision-making authority during an emergency.~~

Scope and Definitions

~~An emergency is defined as a sudden state of danger that occurs unexpectedly and that demands immediate action to protect the health and safety of individuals within the institution. The following are examples of emergency situations:~~

- ~~• Bomb threat~~
- ~~• Earthquake~~
- ~~• Explosion~~
- ~~• Fire~~
- ~~• Hazardous materials spill/release~~
- ~~• Hostage situation~~
- ~~• Campus shooting~~
- ~~• Terrorist incident~~

~~Specific emergency procedures can be found here: http://www.sbccd.org/Human_Resources_Jobs/safetyrisk/Emergency_Preparedness_Program~~

Crisis Management Response Structure

~~In the event of an emergency, the **District Chief of Police, or designee**, will contact the **Chancellor, Emergency Preparedness Manager, College Presidents and College Lead Safety Officers** to report the emergency.~~

~~The above managers will convene (via conference call if necessary) and decide whether to declare a state of emergency, start the process of notifying the community and media if necessary, and review and discharge responsibilities as detailed in the plan (below). The **Chancellor** will convene the Incident Management Team (IMT) and activate the Emergency Operations Center (EOC) if necessary to participate in the execution of the plan. The IMT consists of key leadership representatives from the District and Colleges.~~

Update and Drill

~~The IMT and designees will review and update this plan each year or more frequently, as needed. IMT~~

members will practice emergency procedures on a regular basis and will obtain training or re-training as needed.

Emergency Response Team Responsibilities

The manner in which district and college personnel and equipment are utilized during an emergency will be determined by the IMT under the direction of the Chancellor. The Emergency Operations Plan will remain in effect until the Chancellor or his/her designee deems the district and/or colleges ready to return to normal operation.

Emergency Level Definitions and Responses

In all types of emergencies, once outside agencies arrive on the scene (i.e., Police Department, Fire Bureau, Emergency Management Agency personnel, etc.) these agencies will assume control of the operations. The IMT and EOC will act as resources to these responders.

The following definitions of emergency levels determine the type of response:

Level 1 Emergency (least serious)

Characteristics

- may involve threat of incident rather than actual incident
- may be addressed with district/college personnel and resources
- outside assistance may be called upon
- may be limited to small area of district or colleges
- potential impact on health, safety, or property
- may interrupt classes and college operations for limited time (up to half a day)

Examples

- unplanned power outage
- approaching blizzard, storm, or other natural event
- water pipe break
- unidentified odor
- injured, missing, or deceased individual
- mild pandemic outbreak

Response Profile

- Dispatcher notifies District Chief of Police
- Chief of Police notifies Chancellor
- Chancellor, Chief of Police and Emergency Preparedness Manager decide whether or not to activate IMT and EOC
- Assess extent of incident impact on health, safety, property
- Decide whether evacuation is required; initiate as needed
- Decide whether medical or other outside assistance is required; contact as needed
- Decide on notification to community; send message(s); update web site as needed
- Account for students, faculty, staff and visitors involved in incident
- Decide on continuity of classes and college/district operations; notify community
- Update community on progress and final resolution of incident
- Determine incident follow-up plan

Level 2 Emergency

Characteristics

- requires outside assistance, primarily from local services
- may involve large portions or all of campus
- potential loss of life
- potential serious impact on health, safety, or property
- will interrupt classes and college/district operations for more than half a day
- pandemic outbreak

Examples

- weather event
- earthquake (minimal structural damage)
- bomb threat
- hazardous materials release/spill
- widespread/prolonged power outage
- violence or civil disturbance

Response Profile

- Dispatcher notifies District Chief of Police
- Chief of Police notifies Chancellor
- Chancellor activates Policy Group, IMT and EOC
- Assess extent of incident impact on life, health, safety, property
- Decide whether evacuation is required; initiate as needed
- Decide whether medical or other outside assistance is required; contact as needed
- Notification to community; send message(s); update web site
- Account for all students, faculty, staff and visitors
- If no evacuation needed, ensure adequate food, water, heat, medical supplies, waste disposal, etc. for campus population
- Decide on continuity of classes and college/district operations; notify community
- Establish media center; establish communication channels with relatives, government agencies, vendors, the public, etc.
- Update community on progress and final resolution of incident
- Determine incident follow-up plan

Level 3 Emergency (most serious)

Characteristics

- requires outside assistance from local, possibly state and federal services
- involves all of campus
- potential loss of life
- severe impact on health, safety, or property
- classes and college operations suspended for an extended period
- long-term effects on the college

Examples

- shooting

- ~~uncontained fire~~
- ~~severe weather event~~
- ~~major earthquake (serious structural damage)~~
- ~~explosion~~
- ~~uncontained bio, chemical, or nuclear hazard~~
- ~~terrorist incident~~
- ~~pandemic outbreak~~

Response Profile

- ~~Dispatcher notifies District Chief of Police~~
- ~~Chief of Police notifies Chancellor~~
- ~~Chancellor activates Policy Group, IMT and EOC~~
- ~~Assess extent of incident impact on life, health, safety, property~~
- ~~Decide whether evacuation is required; initiate as needed~~
- ~~Decide whether medical or other outside assistance is required; contact as needed~~
- ~~Notify the community by sending message(s) to media outlets and updating the District's web site~~
- ~~Activate emergency web site and other emergency communications channels as needed~~
- ~~Account for all students, faculty, staff, and visitors~~
- ~~If no evacuation needed or possible, ensure adequate food, water, heat, medical supplies, waste disposal, etc. for campus residents~~
- ~~Decide on resumption of classes and college/district operations; notify community~~
- ~~Establish media center; establish communication channels with relatives, government agencies, vendors, the public, etc.~~
- ~~Update community on progress and final resolution of incident~~
- ~~Determine incident follow-up plan~~

PURPOSE

The Emergency Procedures are the District's planned responses to all hazards on or affecting the campus or surrounding community. The Emergency Procedures will be activated by the Chancellor (or their designated representative) or the SBCCD PD. The Emergency Procedures detail actions and responsibilities for all employees of the District.

RESPONSIBILITY

Government Code Sections 3100-3101 state that all employees of the District are declared civil defense workers during emergencies, subject to such defense activities as may be assigned to them. Federal and state regulations further state that all employees of the District must be trained and qualified in specified Federal Emergency Management Agency (FEMA) courses depending on an employee's emergency response responsibilities.

EMERGENCY COMMAND POSTS (CIVILIAN AND LAW ENFORCEMENT)

The Emergency Command Posts will be activated during emergency situations. The Chancellor (or their designated representative) and the SBCCD PD Chief of Police (or their designated representative) will activate their respective Emergency Command Posts and maintain effective communications between the two Command Posts. The Emergency Command Post staffs will direct the District's response to the emergency situation, coordination with each other, coordination with outside agencies, and requests for outside support. The Emergency Command Post staffs will be aided in their duties by District, college and SBCCD PD personnel.

- Declare a major emergency in the event of earthquake, explosion, flood, etc.
- Assess the overall disaster based on reports from area managers.
- Initiate the emergency notification chain (call back of employees) if necessary.
- Mobilize any additional staff to heavily damaged areas.
- Determine the —"All-Clear" when the disaster is over.

All press releases will be prepared by the Director of Public and Governmental Relations. In absence of this person, the key administrator will designate an individual responsible for this function.

PREPAREDNESS

The District's preparedness is based on pre-staged supplies, training and awareness, and emergency drills. All employees of the District will receive training in responding to and managing emergency situations according to federal and state laws and regulations. The best response to emergency situations is preparedness.

Please see the Confidential Administrative Staff Directory (i.e. confidential telephone list) with administrative personnel (including Executive and Senior Administrative Assistants) home phone numbers, cell phone numbers, and office phone numbers. This list is in the possession of all Administrative Staff personnel and is not published in a public document.

~~EMERGENCY TELEPHONE NUMBERS~~ EMERGENCY NUMBERS

~~AMERICAN RED CROSS (909) 888-1481~~

~~EMERGENCY MANAGEMENT OFFICE (909) 382-4005~~

~~FIRE/POLICE/MEDICAL EMERGENCY 911~~

~~THE GAS COMPANY (800) 427-2200~~

~~POISON CONTROL CENTER (800) 222-1222~~

~~THE ELECTRIC COMPANY (800) 611-1911~~

~~SBCCD POLICE (909) 384-4491~~

~~SAN BERNARDINO POLICE DEPARTMENT (909) 383-5311~~

~~COMMUNITY HOSPITAL OF SAN BERNARDINO (909) 887-6333~~

~~TRAUMA CENTER (LOMA LINDA) (909) 558-4000~~

Additional Resources/Information

- POLICE/FIRE/MEDICAL EMERGENCY:----- 911
- SBCCD POLICE:----- (909) 384-4491
- EMERGENCY MANAGEMENT OFFICE: ----- (909) 382-4005
- FACILITIES / MAINTENANCE - SBVC: ----- (909) 384-8906
- FACILITIES / MAINTENANCE - CHC: ----- (909) 389-3384
- SAN BERNARDINO POLICE DEPARTMENT: ----- (909) 383-5311
- SAN BERNARDINO CO. SHERIFF'S DEPT. ----- (909) 918-2305
- AMERICAN RED CROSS: ----- (909) 888-1481
- THE GAS COMPANY: ----- (800) 427-2200

- POISON CONTROL CENTER: ----- (800) 222-1222
- THE ELECTRIC COMPANY: ----- (800) 611-1911

EMERGENCY ASSEMBLY AREAS

Emergency Designated Assembly areas are shown on the Area Evacuation Map. Assembly areas will be subject to change during the construction period.

LEGAL RESPONSIBILITIES & DUTY ASSIGNMENTS

Legal responsibilities and duty assignments are listed in the District's Emergency Operations Plan (EOP).

ADDITIONAL RESOURCES

There are a number of additional resources that are available regarding crisis response. These include, but are not limited to, the following:

Federal Emergency Management Agency

www.dhs.gov Department of Homeland Security

www.fema.gov Federal Emergency Management Agency

Red Cross www.redcross.org American Red Cross

www.redcross.org

The Office of Homeland Security

www.whitehouse.gov/homeland/

A Guide to Citizen Preparedness

~~Are You Ready: A Guide to Citizen Preparedness brings together facts on disaster survival techniques, disaster specific information, and how to prepare for and respond to both natural and human disasters.~~

~~www.fema.gov/areyouready/~~

DisasterHelp

~~The DisasterHelp website is an initiative of the federal government is aimed at greatly enhancing disaster management on an inter-agency and inter-governmental basis.~~

~~www.disasterhelp.gov~~

[KVCR 91.9 FM San Bernardino, CA](#)

[KFRG 95.1 FM San Bernardino, CA](#)

[KOLA 99.9 FM San Bernardino, CA](#)

[KEZY 1240 AM San Bernardino, CA](#)

[KKDD 1290 AM San Bernardino, CA](#)

[KCAL 96.7 FM Redlands, CA](#)

[KLRD 90.1 FM Yucaipa, CA](#)

[KLYY 97.5 FM Riverside, CA](#)

[KGGI 99.1 FM Riverside, CA](#)

KSPA 1510 AM Ontario, CA

KVFG 103.1 FM Victorville, CA

EMERGENCY PROCEDURES

AIRPLANE or VEHICLE CRASH

- : Call or have someone else call 911 immediately.
- : Move staff, faculty, students and visitors away from immediate vicinity of the crash.
- : If necessary, evacuate staff, faculty, students and visitors to a safe evacuation area away from the crash scene.
- : Check to ensure that all staff, faculty, students and visitors have evacuated.
- : Maintain control of staff, faculty, students and visitors to ensure a safe distance from the crash site.
- : Document and report the names of individuals who are unaccounted for or absent.
- : If trained, and the scene is safe, be prepared to initiate first aid for any injured staff, faculty, students and visitors.
- : Remain in the evacuation area until further instructions are provided by SBCCD administration, district police, or other official emergency responders.

ASSAULT/FIGHTING

- : Call or have someone else call 911 immediately.
- : Approach in a calm manner and direct combatants to stop fighting.
- : DO NOT attempt to separate combatants during a physical altercation.
- : Try to keep combatants isolated from others, if possible, until Police arrive.
- : If trained, and the scene is safe, be prepared to initiate first aid for any injured staff, faculty, students and visitors.

CHEMICAL OR HAZ MAT SPILL

In the event of ANY spillage of a dangerous chemical or hazardous material:

- : Call or have someone call 911 immediately.
- : Evacuate the affected area at once, and if it is safe to do so, seal it off to prevent further contamination of other areas; stay upwind of any contamination.

Anyone who may become contaminated as a result of being in the immediate area affected by the spill should:

- : Avoid physical contact with others as much as possible.
- : Remain in the vicinity, and provide their names to first responders.
- : To the best of your ability and without re-entering the affected area, assist first responders in determining that everyone has been evacuated safely.
- : DO NOT return to any affected area unless it has been declared safe to do so by SBCCD administration, district police, or other official emergency responders.

- Required first aid and clean-up by specialized authorities should begin as soon as possible.

FIRE

Upon discovery of an actual fire:

- Pull a fire alarm if one is nearby.
- Call or have someone else call 911 immediately and describe the location and size of the fire.

Evacuate the area if you are unable to put the fire out.

- Close all doors and windows to confine the fire and reduce oxygen—but DO NOT LOCK THEM.
- EVACUATE when the sound of the fire alarm is heard.
- DO NOT attempt to save possessions or collections at the risk of personal injury.
- DO NOT USE ELEVATORS to evacuate a building.
- Never allow the fire to come between you and the exit.
- Report to an evacuation site away from the fire.
- Document and report the names of individuals who are unaccounted for or absent.
- If trained, and the scene is safe, be prepared to initiate first aid for any injured staff, faculty, students and visitors.
- DO NOT return to any affected area, building or facility unless it has been declared safe to do so by SBCCD administration, district police, or other official emergency responders.

BOMB THREAT

If you receive a direct bomb threat via phone:

- Ask someone else to call 911 immediately and discreetly relay any information you obtain from the caller to the 911 operator.
- Keep the caller on the phone as long as possible and ask the following questions:
 - When and where is the bomb right now?
 - When is the bomb going to explode?
 - What kind of bomb is it?
 - What does it look like?
 - Why did you place the bomb?

If a bomb threat alert is issued:

- Check your immediate area for any suspicious devices, abandoned backpacks, boxes, etc. that do not belong to anyone or seem to be out of place.
- Limit usage of cell phones, radios or fire alarm system due to risk of activating a device.
- If a suspicious device or package is found ... DO NOT TOUCH.
- Clear the immediate area and call 911 immediately from a safe distance.

- If directed by SBCCD administration, district police, or other official emergency responders, evacuate a safe distance away from buildings.
- Document and report the names of individuals who are unaccounted for or absent.
- If trained, and the scene is safe, be prepared to initiate first aid for any injured staff, faculty, students and visitors.

EXPLOSION

- Take cover under tables, desk, and similar places that will give protection against flying glass and debris.
- Call or have someone else call 911 immediately.
- If directed to do so by SBCCD administration, district police, or other official emergency responders, activate the fire alarm system and Evacuate from the building to a safe evacuation area.
- Beware of falling debris and electrical wires as you evacuate.
- Document and report the names of individuals who are unaccounted for or absent.
- If trained, and the scene is safe, be prepared to initiate first aid for any injured staff, faculty, students and visitors.
- DO NOT return to any affected area, building or facility unless it has been declared safe to do so by SBCCD administration, district police, or other official emergency responders.

ACTIVE SHOOTER / ARMED INTRUDER

IF AN ACTIVE SHOOTER, ARMED INTRUDER, OR WEAPONS ARE OBSERVED:

- Immediately call or direct someone to call 911
- Take note of the assailant(s) description/behavior/weapons and report the details to the 911 operator
- To increase everyone's safety obey the verbal commands of any law enforcement personnel (i.e., freeze, halt, stop, raise your hands, etc.)

There are three basic actions one should take in such a violent situation: Run, Hide, or Fight.

- Run** – Escape the area whenever possible and then notify authorities *only when it's safe to do so.*
- Hide** – Get to a securable location where you can hide away from the assailants(s). Turn off any lights, stay quiet, and notify authorities *only if it's safe to do so.*

Note: If possible, you should remain in the secured location until law enforcement personnel have cleared the area and the police or SBCCD administration have given an all clear command to EVACUATE to a designated evacuation zone.

- Fight** – This is the option of last resort. If you're unable to secure your hiding location, prepare to fight or use force against the shooter.

To report a crime, suspicious person, suspicious situation, or for non-emergency inquiries call the SBCCD Police Department at (909) 382-4491.

LOCKDOWN

LOCKDOWN is a security measure used to prevent violent intruders from entering occupied areas of buildings

and facilities, or to isolate staff, faculty, students and visitors from danger while on campus or at any district facility.

The order to LOCKDOWN will be communicated via the SBCCD emergency notification system, announcements made by instructors or workplace supervisors, or announcements made by Building Captains.

Building Captains are designated individuals who are tasked with helping to respond appropriately to emergency situations. In the event of an emergency, Building Captains will assist building occupants to respond correctly to LOCKDOWN procedures.

If a LOCKDOWN order is given, you should:

- : Immediately close and lock doors (if possible).
- : Close window shades or blinds if it appears safe to do so.
- : Turn off the lights.
- : Block any hallway windows (in doors) if it appears safe to do so.
- : Move away from doors and windows, and get down on the floor to avoid discovery.
- : Assist those needing any special assistance.
- : Document and report the names of individuals who are unaccounted for or absent.
- : If trained, and the scene is safe, be prepared to initiate first aid for any injured staff, faculty, students and visitors.
- : Remain in the classroom, or secured area, and wait for further instructions from SBCCD administration, district police, or other official emergency responders.

SHELTER-IN-PLACE

SHELTER-IN-PLACE is a short-term measure implemented when there is a need to isolate staff, faculty, students and visitors from the outdoor environment to prevent exposure to airborne contaminants or temporary hazards.

This procedure includes closing all doors, windows and vents to outside air.

The order to SHELTER-IN-PLACE will be communicated via the SBCCD emergency notification system, announcements made by instructors or workplace supervisors, or announcements made by Building Captains.

Building Captains are designated individuals who are tasked with helping to respond appropriately to emergency situations. In the event of an emergency, Building Captains will assist building occupants to respond correctly to SHELTER-IN-PLACE procedures.

If a SHELTER-IN-PLACE order is given, you should:

- : Help to clear everyone from hallways.
- : Keep everyone in classrooms or offices until further instructions are received.
- : Assist those needing any special assistance.
- : Secure classrooms and offices by closing and locking doors and windows.
- : Remain in the classroom, or secured area, and wait for further instructions from SBCCD administration.

district police, or other official emergency responders.

MEDICAL EMERGENCY & FIRST AID

Is it an Emergency?

- Respirations – difficulty or no breathing?
- Pulse – weak or no heart rate?
- Responsive – not awake /not alert?

EMERGENCIES INCLUDE: Uncontrolled bleeding, head injury, broken bones, poisoning, overdose, seizure, allergic reaction, persistent chest pain or pressure, numbness or paralysis of arms or legs, sudden slurred speech, major burns, intense pain.

Calmly communicate the following information to the 911 operator:

- What is the emergency situation?
- What is the background of the emergency?
- What's your assessment?
- What response do you expect?
- Where is the location of the emergency? – SBVC or CHC, Building Name, Room Number, Phone Number

Before help arrives, if you are trained and the scene is safe:

- Bleeding – apply pressure.
- Fracture – don't move the person unless they must be moved to avoid further injury.
- No Breathing or Pulse – begin CPR and send someone for AED.
- Seizure – help to the floor, protect head; do not try to restrain.
- Choking – Back blows and abdominal thrusts.
- Emotional Upsets/Suicidal – stay with person until help arrives.
- Impaled Object – don't remove the object, just support the object with bandages.
- Vomiting – move person onto their side.
- Stay with the victim providing reassurance that help is on the way and keep them comfortable.
- Stay at the scene until help arrives and clear "on-lookers" from the scene

FOR MINOR INJURY OR ILLNESS:

- Provide first aid using available campus medical supplies.
- After initial treatment, students should be referred to the Student Health Center.
- Staff should contact their supervisor immediately for appropriate treatment (Workers Comp Program).

EMERGENCY EVACUATION PROCEDURES

Building Captains will be called upon to be leaders in any evacuation scenario. Building Captain's will be used

not only in operational leadership roles, but their technical expertise will be invaluable in roles where that expertise is needed.

- Each Building Captain is responsible for the direct supervision of ANY individual located in their assigned building and will do the following:
 - Direct the evacuation of employees, students or visitors to designated Evacuation Sites (see Evacuation Site Map).
 - Immediately shut down all hazardous operations (equipment in use, etc.).
 - Take personal items you can safely carry with you (Building Captain Response Kit, phone, purse, briefcase).
 - Shut all doors behind you as you go to slow the spread of fire, smoke, and water.
 - Proceed as quickly as possible, but in an orderly manner.
 - Accompany and assist handicapped personnel, students and visitors who appear in need of direction or assistance.
 - Once outside, move away from the structures and go to the designated Evacuation Site. Keep roadways free for emergency vehicles.
 - Document and report the names of individuals who are unaccounted for or absent.
 - If trained, and the scene is safe, be prepared to initiate first aid for any injured staff, faculty, students and visitors.

Evacuation of Persons with Disabilities

- Building Captains help individuals with disabilities evacuate by quickly assigning a “buddy” to lead them to the closest safe evacuation area.
- Building Captains should be familiar with emergency alarms and signs showing the emergency exit routes. If an elevator is not available, or if it is unsafe to use, direct wheelchair-users to the top of the nearest staircase where an Evac-Chair is located or the nearest designated area of rescue assistance.
- Only individuals trained in the use of an Evac-Chair should attempt to transport someone using the chair.
- If an individual is unable to be transported via an Evac-Chair, or if an Evac-Chair is not available, immediately notify a member of the Emergency Response Team of the individual’s location.

EARTHQUAKE

If indoors:

- When the earth begins shaking DROP, COVER and HOLD.
- DO NOT evacuate immediately during the earthquake.
- Keep away from overhead fixtures, glass windows, filing cabinets, shelves and bookcases.
- Protect yourself at all times and be prepared for aftershocks.
- Check for any injured, and if trained, be prepared to initiate first aid for any injured staff, faculty, students and visitors.

- Assist any individuals with physical disabilities and find a safe place for them.
- Call or have someone else call 911 immediately.
- If the classroom, building or facility is heavily damaged, initiate immediate evacuation.
- Proceed to the designated evacuation site.
- Document and report the names of individuals who are unaccounted for or absent.
- If trained, and the scene is safe, be prepared to initiate first aid for any injured staff, faculty, students and visitors.

If outdoors:

- When the earth begins shaking DROP, COVER and HOLD.
- Move quickly away from buildings, utility poles, and other structures.
- Be alert for gas leaks, live wires, flooding, etc.
- Protect yourself at all times and be prepared for aftershocks.
- Check for any injured, and if trained, be prepared to initiate first aid for any injured staff, faculty, students and visitors.
- Assist any individuals with physical disabilities and find a safe place for them.
- Call or have someone else call 911 immediately.
- Proceed to the designated evacuation site.
- Document and report the names of individuals who are unaccounted for or absent.
- If trained, and the scene is safe, be prepared to initiate first aid for any injured staff, faculty, students and visitors.
- DO NOT return to any affected area, building or facility unless it has been declared safe to do so by SBCCD administration, district police, or other official emergency responders.

DISASTER MANAGEMENT

Should an emergency or other major disaster strike a SBCCD campus, the need for a coordinated response will be necessary. The SBCCD's emergency response plan for a major disaster is contained in the Emergency Operations Plan that is aligned with the State of California "Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

In an emergency, designated managers and supervisors will gather to implement the appropriate response.

These individuals will provide leadership, policy guidance, gather intelligence on the emergency and development specific plans of action to best address the emergency. Our Campus Emergency Response Team (CERT) will act on the behalf of the College, providing necessary resources and support, timely situation analysis and needs assessments. The CERT will report to a pre-determined Emergency Operations Center (EOC), which is properly equipped with communication capabilities to support emergency response operations and provide coordination with outside agencies.

SBCCD administration will provide for the staff and students in an emergency. Through the coordination of the EOC, the members of the college community will provide a skilled pool of professionals to deal with the myriad

of technical, medical, logistical and human relations challenges that are certain to arise in a major disaster. It is to this end that these general emergency instructions are targeted.

FLOODING

If indoors:

- If notified that flooding is possible take preventative measures to minimize flood damage. Move objects off the ground and take small or light objects out of the affected area. SBCCD administrators will identify temporary shelters to house materials.
- Be prepared to move your vehicle if certain parking areas are at risk of being flooded.
- Be prepared to evacuate your location at a moment's notice if your building or facility lies in a known flood zone. If there is any possible danger or if given the order to do so, EVACUATE the building.
- If evacuation is directed, if safe, unplug all electrical equipment. If there are electrical appliances or electrical outlets in any flooded area do not proceed; there is an extreme danger of electrical shock. Do not touch any electrical equipment if you are wet or standing in water. Secure vital records and take personal belongings with you.
- Report to an evacuation site away from the flooding. Document and report the names of individuals who are unaccounted for or absent.
- DO NOT return to any affected area, building or facility unless it has been declared safe to do so by SBCCD administration, district police, or other official emergency responders.

If outdoors:

- Do not try to walk or drive through flooded areas; stay away from moving water. The sheer force of just six inches of swiftly moving water can knock people off their feet. Cars are easily swept away in just two feet of water.
- Stay away from flooded areas unless authorities ask for volunteers.
- Stay away from downed power lines.
- Be aware of areas where flood waters may have receded and may have weakened road surfaces.
- Wash your hands frequently with soap and water if you come in contact with flood waters.

After the flood:

- Only authorized district or campus personnel are allowed access to flood-damaged buildings and areas. Avoid flooded areas. Flood waters often undermine foundations, causing sinking; floors can crack or break, buildings can collapse, and roads can crumble.
- Report broken utility lines to the appropriate authorities.
- Document and report the names of individuals who are unaccounted for or absent.
- If trained, and the scene is safe, be prepared to initiate first aid for any injured staff, faculty, students and visitors.
- DO NOT return to any affected area, building or facility unless it has been declared safe to do so by SBCCD administration, district police, or other official emergency responders.

- Do not throw away any flood-damaged items until an official inventory has been taken.

LEGAL RESPONSIBILITIES & DUTY ASSIGNMENTS

Legal Responsibilities of Public Employees During an Emergency

The Government Code of the State of California (Title 1, Division 4, Chapter 8, Section 3101) has defined the term “public employees” to include all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed. It also defines the term “disaster service worker” to include all public employees.

State of California, Government Code Title 1, Division 4, Chapter 8, Section 3100:

It is hereby declared that the protection of the health and safety and preservation of the lives and property of the people of the state from the effects of natural, man-made, or war-caused emergencies which result in conditions of disaster or in extreme peril of life, property, and resources is of paramount state importance requiring the responsible efforts of public and private agencies and individual citizens. In furtherance of the exercise of the police power of the state in protection of its citizens and resources, all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by superiors or by law.

CIVILIAN EMERGENCY COMMAND POST

The Civilian Emergency Command Post, from which the Chancellor (or their designated representative) will direct operations, will be dictated by the Chancellor, safety considerations, and necessitated by the emergency situation.

LAW ENFORCEMENT COMMAND POST

The Law Enforcement Command Post, from which the SBCCD PD Chief of Police (or their designated representative) will direct public safety operations, will be dictated by SBCCD PD Chief of Police, safety considerations, and necessitated by the emergency situation.

ASSIGNMENT OF DUTIES

Every staff member has a responsibility for performing certain duties in times of emergency. Specific assignments are outlined and additional assignments may be given via the chain of command.

The Chancellor is responsible for the control and welfare of its students. The Chancellor (or their designated representative) directs the college staff in the implementation of EMERGENCY PROCEDURES and the assignment of duties as outlined. The Chancellor (or their designated representative) is the overall commander of any and all operations on the campus during normal and emergency operations. After the people present on campus have been evacuated to an appropriate evacuation assembly area and their safety is secured, the Chancellor may instruct College Presidents, Chief of Police, and Director of Marketing, Public Affairs & Governmental Relations (Public Information Officer) to meet at the Civilian Command Post where they will be briefed by them on their findings from their personnel after which they will give them direction for further activities. They Chancellor will brief the Board of Trustees as necessary and to the extent possible on the state of affairs as the situation permits.

The administrator on duty will direct the college staff in the implementation of Emergency Procedures and the assignment of duties as outlined until their respective president (or their designated representative) assumes control of the emergency situation. The administrator on duty will be contacted immediately and apprised of the emergency situation by SBCCD PD and will, in turn, report this information directly to the President (or

their designated representative) and to the Director of Marketing, Public Affairs & Governmental Relations (Public Information Officer).

Presidents and Campus Lead Safety Officers will proceed to the evacuation assembly areas designated for their personnel and confer with them to determine who may need rescue and the last known location(s) of the missing. The Presidents and Campus Lead Safety Officers will assign their personnel further activities which may include providing assistance to the injured, relocating groups of people, or responding to the Civilian Emergency Command Post to assist as necessary.

Faculty members, managers, and supervisors will escort their students, personnel, and visitors to their designated evacuation assembly areas and determine who did not arrive as well as seek medical attention for the injured and note any additional people who may be present in their evacuation assembly area. They will report this information and the last known location of the missing to their Presidents and Campus Lead Safety Officers. They will also report to their Presidents and Campus Lead Safety Officers other information they deem important such as hazards noted in their areas during their egress.

Facilities Department personnel will be responsible for the use of emergency equipment, the handling of emergency supplies, and the safe use of available utilities. They will:

- A. Survey the campus and report damage through their chain of command.
- B. Assist in rescue operations as directed (i.e., operate lifting equipment, cutting torches to free victims, etc.).
- C. Assist in disaster fire suppression activities if trained and directed to do so.
- D. Assist in controlling main shut-off valves for gas, water, and electricity.
- E. Disburse emergency equipment as needed.

Clerical staff will help provide for the safety of essential school records and documents, operate telephones, and act as messengers and couriers when directed.

Cafeteria staff will make food stock and water available to campus emergency service providers whenever feeding becomes necessary during a disaster.

REPORTING EMERGENCIES NOT PREVIOUSLY COVERED:

- The quickest and easiest way to obtain professional help for any type of emergency not specifically covered by these procedures is to phone SBCCD PD for assistance. Dial extension 4491 from on-campus phones or dial (909) 384-4491 from a mobile phone or when off campus.
- When calling stay calm, and carefully explain the problem and location to the Dispatcher.
- Quickly notify your instructor or immediate supervisor of the emergency and begin to take the appropriate action warranted by the situation.

Attachments:

[AP 3505 Emergency Response Plan - Comments](#)
[AP 3505 Emergency Response Plan - Legal Citations](#)



Origination: 06/2012
 Last Approved: N/A
 Last Revised: 10/2018
 Next Review: 6 years after approval
 Owner: Chancellor's Cabinet
 Chancellor's Cabinet:
 Policy Area: Chapter 3 General Institution
 References:

BP 3505 Emergency Response Plan

NOTE: ~~The language in red ink is-~~

(Replaces current SBCCD BP 3740)

~~The District shall have emergency response and evacuation procedures for notifying the campus community in the event of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on the campus.~~ The District shall have emergency response and evacuation and notifications procedures for communicating to the campus community in the event of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students, faculty, staff and visitors occurring at District Facilities and/or College Campuses.

~~The Chancellor shall establish procedures that ensure that the District implements a plan to be activated in the event of an emergency or the occurrence of a natural disaster or hazardous condition. This plan must comply with the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS) and should incorporate the functions and principles of the Incident Command System (ICS), the Master Mutual Aid Agreement (MMAA) and any other relevant programs. The plan must incorporate NIMS and SEMS to facilitate the coordination between and among agencies in the event of an emergency or natural disaster.~~ The Chancellor shall establish procedures that ensure that the District implements a plan to be activated in the event of an emergency or the occurrence of a natural disaster or hazardous condition. This plan must comply with the California's Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and shall incorporate the functions and principles of the Incident Management System (ICS), the Master Mutual Aid Agreement (MMAA) and any other relevant programs. The plan must incorporate NIMS and SEMS to facilitate the coordination between and among various responding and assisting agencies in the event of an emergency or natural disaster. Additionally, the District must be compliant with NIMS and SEMS standards in order to receive federal or state funding.

~~Compliance with NIMS and SEMS mandates include but are not limited to:~~ Compliance with NIMS and SEMS mandates include but are not limited to:

- ~~Establishing disaster preparedness procedures or a plan; and~~
Establishing disaster preparedness procedures and an Emergency Operations Plan (EOP); And
- ~~Completion of training sessions by college personnel in compliance with NIMS and SEMS guidelines~~
 - ~~Training requirements vary based on job titles or assigned roles within the emergency plan~~

The completion of training by college personnel in compliance with NIMS and SEMS guidelines

- Training requirements vary based on job titles or assigned roles within the emergency plan

~~All employees must be informed that as public employees, they are also disaster service workers during national, state, and local emergencies. The District must ensure that its employees are in compliance with the disaster service worker oath requirements.~~ District and College personnel must be informed that as public employees, they are also disaster service workers during national, state and local emergencies. The District must ensure that its employees are in compliance with the disaster service worker oath requirements.

~~The Chancellor should ensure that a team is created to carry out compliance with NIMS and SEMS mandates. The responses to emergencies or natural disasters are organized by SEMS into five categories: field response, local government, operational areas, regions, and state.~~ The Chancellor should ensure that a team is created to carry out compliance with NIMS and SEMS mandates. The responses to emergencies or natural disasters are organized by SEMS into five categories: field response, local government, operational areas, regions, and State.

~~The plan should contain information regarding activation and chain of command responsibilities. Compliance with NIMS mandates requires planning and incorporation for all phases of emergency management including mitigation and prevention, preparedness, response and recovery. The District must ensure that its plan is updated regularly. Colleges must comply with NIMS and SEMS to receive federal or state funding.~~ The EOP shall contain information regarding response protocols, emergency operations activation procedures and chain of command responsibilities. Compliance with NIMS mandates requires addressing all phases of emergency management: Mitigation, Planning, Preparedness, Response, and Recovery. The District must ensure that its plan is updated regularly.

- ~~From current SBCCD BP 3740 titled Emergency Notification System~~

~~In a manner that is timely and will aid in the prevention of similar crimes, SBCCD will issue warnings to the campus community on violent crimes against a person, a substantial crime against property or an emergency situation on or near the campus that represents a serious or ongoing threat to the campus community.~~

~~In order to provide notification of an emergency to students, faculty and staff, the Chancellor is responsible for establishing standards for an emergency notification system. A notification system (s) will be used in cases of emergency at any District entity.~~

References:

~~Education Code Sections 32280 et seq. and 71095;~~

~~Government Code Sections 3100 and 8607(a);~~

~~Homeland Security Act of 2002;~~

~~National Fire Protection Association 1600;~~

~~Homeland Security Presidential Directive 5;~~

~~Executive Order S-2-05;~~

~~19 California Code of Regulations Sections 2400-2450;~~

~~34 Code of Federal Regulations 668.46(g)~~ Education Code Sections 32280 et seq. and 71095;

Government Code Sections 3100 and 8607(a);

Homeland Security Act of 2002;

National Fire Protection Association 1600;

Homeland Security Presidential Directive-5;

[Executive Order S-2-05;](#)
[19 California Code of Regulations Sections 2400-2450;](#)
[34 Code of Federal Regulations 668.46\(g\)](#)

Attachments:

BP 3505 Emergency Response Plan -
Comments
BP 3505 Emergency Response Plan - Legal
Citations
BP3505- OLD.pdf

Approval Signatures

Step Description	Approver	Date
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018

Applicability

San Bernardino Community College District



Origination: N/A
Last Approved: N/A
Last Revised: N/A
Next Review: N/A
Owner: *Chancellor's Cabinet*
Chancellor's Cabinet:
Policy Area: *Chapter 3 General Institution*
References:

BP 3710 Securing of Copyright

(Replaces current SBCCD BP 3710)

The Chancellor shall develop appropriate administrative procedures to implement the provisions of the Education Code that authorize the securing of copyrights protection for works, including but not limited to registering copyrights and policing infringements, on behalf of the District in the name of the District to all copyrightable works developed by the District.

The procedures developed by the Chancellor shall assure that the District may use, sell, give, or exchange published materials and may license materials prepared by the District in connection with its curricular and special services.

In the development of these procedures, the Chancellor shall solicit the input of the proper representatives of the college community in accordance with the District's policies regarding shared local decision-making.

References:

Education Code Sections 72207, and 81459;
17 U.S. Code Section 201

Attachments:

[BP 3710 Security of Copyright - Comments](#)
[BP 3710 Security of Copyright - Legal Citations](#)
[BP3710 -OLD.pdf](#)

Applicability

San Bernardino Community College District



Origination: 12/2007
Last Approved: N/A
Last Revised: 07/2018
Next Review: 6 years after approval
Owner: Chancellor's Cabinet
 Chancellor's Cabinet:
Policy Area: Chapter 3 General Institution
References:

AP 3715 Intellectual Property

- ~~NOTE: The language in red ink is legally advised.~~
-
- ~~From current SBCCD AP 3710 titled Intellectual Property and Copyright~~
-

(Replaces current SBCCD AP 3710)

The following intellectual property procedure shall be interpreted consistent with other District policies, including, but not limited to, the District's policy on academic freedom and federal and state statutes and regulations. This procedure shall also be interpreted consistent with all collective bargaining agreements.

Definitions

For the purposes of this procedure, the following definitions apply to the following words or phrases:

"Administrative Activity" means the execution of the District's management or administrative functions such as preparing budgets, policies, contracts, personnel management, printing course materials and ~~catalogues~~catalogs, maintenance of computer data, long range planning, and keeping inventories of equipment. Teaching and academic endeavors are not administrative activities.

"Author" or "Creator" means an individual who alone or as part of a group of other creators, invent, author, discover, or otherwise create intellectual property.

"District Resources" means all tangible resources including buildings, equipment, facilities, computers, software, personnel, and funding.

"Course Materials" Materials prepared for use in teaching, fixed or unfixed, in any form, including, but not limited to, digital, print, audio, visual, or any combination thereof. Course materials include, but are not limited to, lectures, lecture notes, ~~and~~ materials, ~~syllabi~~syllabus, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, web-ready content, and educational software.

"Course Syllabus" means a document that includes information about the outline, standards for student evaluation, and additional information which reflects the academic work of the faculty member.

"Digital Encoded Work" means a work (on a bit-sequence) that can be stored on computer-readable media, manipulated by computers, and transmitted through data networks.

"District facilities" include buildings, equipment, and other facilities under the control of the District, that are designated by the appropriate administrative officer as requiring an advance agreement, from non-District

personnel and District personnel acting outside the scope of their employment, concerning the disposition of any copyrighted works that are originated with the use of these facilities. Such facilities normally include campus computer centers and normally do not include District libraries.

"District funds," regardless of source, are administered under the control, and responsibility, or authority of the District.

"Employee" means an individual employed by the District, and shall include full-time and part-time faculty, classified staff, student employees, appointed personnel, persons with "no salary" appointments, and academic professionals, who develop intellectual property using District resources, unless there is an agreement providing otherwise.

"Intellectual Property" means works, products, processes, tangible research property, copyrightable subject matter, works of art, trade secrets, know how, inventions and other creations the ownership which are recognized and protected from unauthorized exploitation by law. Examples of intellectual property include scholarly, artistic, and instructional materials.

"Student" means an individual who was or is enrolled in a class or program at the District at the time the intellectual property was created.

"Student Employee" means a student who is paid by the District, and may include students participating in a work study program or who receive stipends while they are acting within the scope of their employment at the District at the time the intellectual property was created.

"Substantial Use of District Resources" means use of District resources ~~beyond the normal professional, technology, and technical support generally provided by the District and extended to an individual or individuals for development of a product, project, or program. The use of District resources must be important and instrumental to the creation of the intellectual property. The following do not constitute substantial use of the District's resources: (1) incidental use of District resources and/or (2) extensive use of District resources commonly available to District employees. A substantial use of the District's resources may be implicated in situations where the creator spends such time and energy in the creation of a work that results in a great reduction of the creator's teaching activity.~~ beyond the normal professional, technology, and technical support generally provided by the District and extended to an individual or individuals for development of a product, project, or program. The use of District resources must be important and instrumental to the creation of the intellectual property. The following do not constitute substantial use of the District's resources: (1) incidental use of District resources and/or (2) extensive use of District resources commonly available to District employees. A substantial use of the District's resources may be implicated in situations where the creator spends such time and energy in the creation of a work that results in a great reduction of the creator's teaching activity.

"Work" means an "original work of authorship fixed in a tangible medium" as used in the Copyright Act.

Ownership of Intellectual Property

The ownership rights to a creation at the District shall be determined generally as set forth below, unless ownership is modified by an agreement.

Employee Intellectual Property Rights

A District employee who is the creator of ~~an academic~~ work ~~in his or her field of expertise~~ owns the copyright ~~in~~ that work. ~~Academic works include~~ Work includes textbooks, lecture notes and other course materials,

literary ~~works~~work, artistic ~~works~~work, musical ~~works~~work, architectural ~~works~~work and software produced with no more than nominal or incidental use of the District's resources. ~~Academic works~~Work described in this paragraph ~~are~~is owned by the employee even though such ~~works~~work may have been developed within the employee's scope of employment.

Intellectual property unrelated to an individual's employment responsibilities at the District, and that is developed on an individual's own time and without the District's support or use of District facilities is the exclusive property of the creator and the District has no interest in any such property and holds no claim to any profits resulting from such intellectual property.

District Intellectual Property Rights

~~The~~Except for work done during a sabbatical, the District owns all other intellectual property, including but not limited to patentable inventions, such as computer software, created by its employees under the following circumstances:

1. If intellectual property is created through the District's administrative activities by an employee working within his or her scope of employment; or

~~If intellectual property is created by an employee executing a duty or specific assignment designated by the District; or~~

2. If intellectual property is created through the substantial use of District resources; or
3. If intellectual property is commissioned by the District pursuant to a signed contract; or
4. If intellectual property is produced within one of the nine categories of works considered works for hire under copyright law pursuant to a written contract, or
5. If intellectual property is produced from research specifically supported by state or federal funds or third party sponsorship. Grant funds obtained by faculty members for the creation of works shall be considered substantial support provided by the District only if the District is involved in the fiscal administration of the grant.

Where circumstances give rise to District intellectual property rights, as described above, the creator of the potential intellectual property will promptly disclose the intellectual property to the District. The District and the creator may enter into a written agreement whereby the creator executes documents assigning intellectual property rights to the District.

The Chancellor may waive the District's interests in its intellectual property by executing a written waiver.

Student Intellectual Property Rights.

District students who created a work are owners of and have intellectual property rights in that work. District students own the intellectual property rights in the following works created while they are students at the District: (1) intellectual property created to meet course requirements using college or District resources, and (2) intellectual property created using resources available to the public. Intellectual property works created by students while acting as District employees shall be governed under provisions for employees.

Modification of Ownership Rights

The general provisions for ownership of intellectual property rights set forth in Section II may be modified by the parties as follows:

Sabbatical Works

Generally, intellectual property created by District employees during a sabbatical is defined as an academic work. However, where a work to be created as part of an approved sabbatical plan requires resources beyond those normally provided to other employees during a sabbatical (substantial use District resources), the parties may enter into a written agreement to define the District and employee's intellectual property rights in the sabbatical work.

Assignment of Rights

When the conditions outlined in the sections on employee intellectual property rights or student intellectual property are met, ownership will reside with the employee or student responsible for creating the intellectual property. In these circumstances, the creator may pursue intellectual property protection, marketing, and licensing activities without involving the District. If such a decision is made, the creator is entitled to all revenues received.

Any person may agree to assign some or all of his or her intellectual property rights to the District.

In the event the creator offers to share or assign intellectual property rights in the creation to the District, the District may support and finance application for intellectual property protection (trademark, patent, or copyright) or it may enter into an agreement for other exploitation of the work, including management, development and commercialization of the property under terms and conditions as may be agreeable to the parties. After evaluating the creator's offer, the District may or may not decide to become involved in a joint investment agreement. A negative response from the District will be communicated in writing to the creator. An affirmative response from the District will be summarized as an offer to enter into a written contract. If the creator accepts the District's proposed contract, any revenues received from commercialization of the intellectual property will be distributed as defined in the contract.

Sponsorship Agreements

A sponsored work is a work first produced by or through the District in the performance of a written agreement between the District and a sponsor. Sponsored works generally include interim and final technical reports, software, and other works first created in the performance of a sponsored agreement. Sponsored works do not include journal articles, lectures, books or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise. Ownership of copyrights to sponsored works shall be with the District unless the sponsored agreement states otherwise. Where a sponsorship agreement does not define ownership of the intellectual property, ownership shall be determined under applicable law. Any sponsorship agreement that provides for ownership of the work by one other than the District generally shall provide the District with a nonexclusive, world-wide license to use and reproduce the copyrighted work for education and research purposes.

Collaboration/Partnership Agreements

The District may participate in projects with persons/organizations that result in the creation of intellectual property. Ownership rights of such intellectual property will be defined by the collaboration/partnership agreement, or shall be determined under applicable law.

Special Commissions

Intellectual property rights to a work specially ordered or commissioned by the District from a faculty member, professional staff member, other District employee, or other individual or entity, and identified by the District, as a specially commissioned work at the time the work was commissioned, shall belong to the District. The District, and the employee shall enter into a written agreement for creation of the specially commissioned work.

Use of Substantial District Resources

In the event the District provides substantial resources to an employee for creation of a work and the work was not created under an agreement (such as a sponsorship agreement, individual agreement, or special commission) the District and the creator shall own the intellectual property rights jointly in proportion to the respective contributions made.

Encoded Works/Software for Administrative Activities

The District may hire an individual or entity to develop software or other encoded works, to be used in the District's administrative activities. The District shall maintain ownership of the intellectual property rights in such encoded works. Similarly, the District shall have ownership of the intellectual property rights in encoded works created by an employee, even where the work was created out of the employee's own initiative, if the work is related to the employee's job responsibilities. For example, if an employee in the student records office creates a software program, on his own initiative, which will organize student records, such work is related to the employee's job duties and will belong to the District. Where an employee creates a program that does not relate to his or her job duties, and that program was created on the employee's own time, the work belongs to the employee.

Collective Bargaining Agreement

In the event the provisions of these procedures and the provisions of any operative collective bargaining agreement conflict, the collective bargaining agreement shall take precedence.

Jointly Created Works

Ownership of jointly created works shall be determined by separately assessing which of the above categories applies to each creator, respectively. Rights between joint owners of a copyright shall be determined pursuant to copyright law.

Work Acquired by Assignment or Will

The District may acquire copyrights by assignment or will pursuant to the terms of a written agreement or testament. The terms of such agreements should be consistent with District policies and these procedures.

Materials Implicating Third Party Rights

District employees and students must comply with District policies and state and federal laws, including copyright and privacy laws, in creating works. District employees and students must obtain all required licenses, consents, and releases necessary to avoid infringing the rights of third parties. **District employees and students with questions or concerns regarding third party rights should direct all inquiries to ~~[Insert office or position]~~ District employees and students with questions or concerns regarding third party**

rights should direct all inquiries to the Chancellor or his/her designee .

Intellectual Property Coordinator

~~The [insert designated position] shall be the District's Intellectual Property Coordinator. The coordinator shall administer this procedure and will implement the District's Intellectual Property Policy. The Intellectual Property Coordinator will also monitor the development and use of the District's intellectual property. Any questions relating to the applicability of the District Intellectual Property or this procedure may be directed and answered by the Intellectual Property Coordinator.~~ The Chancellor or his/her designee shall be the District's Intellectual Property Coordinator. The coordinator shall administer this procedure and will implement the District's Intellectual Property Policy. The Intellectual Property Coordinator will also monitor the development and use of the District's intellectual property. Any questions relating to the applicability of the District Intellectual Property or this procedure may be directed and answered by the Intellectual Property Coordinator.

Preservation of Intellectual Property Right

Protection of Rights

The District shall undertake such efforts, as it deems necessary to preserve its rights in original works for which the District is the sole or joint owner of intellectual property rights. The District may apply for a patent, for trademark registration, for copyright registration, or for other protection available by law on any new work in which it maintains intellectual property rights.

Payment of Costs

The District may pay some or all costs required for obtaining a patent, trademark, copyright, or other classification on original works for which it exclusively owns intellectual property rights. If the District has intellectual property rights in a jointly owned work, the District may enter into an agreement with the joint owners concerning payment of such costs.

Commercialization of Intellectual Property

Right of Commercialization

The District may commercialize its Intellectual Property using its resources or it may enter into agreements with others to commercialize the work as authorized by law.

Distribution of Proceeds

An employee who creates a work and retains an intellectual property interest in such work in which the District maintains intellectual property rights is entitled to share in royalties, licenses, and any other payments from commercialization of the work in accordance with applicable agreements and applicable laws. All expenses incurred by the District in protecting and promoting the work including costs incurred in seeking patent or copyright protection and reasonable costs of marketing the work, shall be deducted and reimbursed to the District before the creator is entitled to share in the proceeds.

Intellectual Property Account

~~The District shall deposit all net proceeds from commercialization of intellectual property in its own general intellectual property account. The [insert authorized position] may use the account to reimburse expenses related to creating or preserving the District's intellectual property rights or for any other purpose authorized by law and District policy including the development of intellectual property.~~ The District shall deposit all net proceeds from commercialization of intellectual property in its own general intellectual property account. The Chancellor or his/her designee may use the account to reimburse expenses related to creating or preserving the District's intellectual property rights or for any other purpose authorized by law and District policy including the development of intellectual property.

Notification

~~The Intellectual Property Coordinator shall provide a copy of these Intellectual Property Procedures to persons upon request. The District shall arrange training on a periodic basis for faculty, staff and/or other persons who are covered by this Intellectual Property Procedure.~~ The Intellectual Property Coordinator shall provide a copy of these Intellectual Property Procedures to persons upon request. The District shall arrange training on a periodic basis for faculty, staff and/or other persons who are covered by this Intellectual Property Procedure.

References:

- ~~17 U.S.C. Code Sections~~ Code Sections 101 et seq.;
- ~~35 U.S.C. Code Sections~~ Code Sections 101 et seq.; and
- ~~37 CFR Code of Federal Regulations Sections~~ Code of Federal Regulations Sections 1.1 et seq.

~~**NOTE:** The attached forms are provided as resource samples; local practice may be used instead. Including these forms in the Administrative Procedure manual is optional. Local District legal counsel should be consulted for final approval or review of the agreement.~~

Attachments:

- AP 3715 Intellectual Property - Comments
- AP 3715 Intellectual Property - Form A
- AP 3715 Intellectual Property - Form B
- AP 3715 Intellectual Property - Legal Citations

Approval Signatures

Step Description	Approver	Date
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018



Origination: 11/2016
Last Approved: N/A
Last Revised: 11/2016
Next Review: *6 years after approval*
Owner: *Chancellor's Cabinet*
Chancellor's Cabinet:
Policy Area: *Chapter 3 General Institution*
References:

BP 3715 Intellectual Property

The Chancellor shall develop procedures that define the rights, interests, protection, and transfer of intellectual property created by the District employees and students.

References:

- 17 U.S. Code Sections 101 et seq.;
- 35 U.S. Code Sections 101 et seq.;
- 37 Code of Federal Regulations Sections 1.1 et seq.

Attachments:

- [BP 3715 Intellectual Property - Comments](#)
- [BP 3715 Intellectual Property - Legal Citations](#)

Approval Signatures

Step Description	Approver	Date
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018
Chancellor's Cabinet	Chancellor's Cabinet Chancellor's Cabinet: [SN]	08/2017
	Chancellor's Cabinet Chancellor's Cabinet: [SN]	08/2017

Applicability

San Bernardino Community College District



Origination: 11/2016
 Last Approved: N/A
 Last Revised: 09/2018
 Next Review: 6 years after approval
 Owner: Academic Senates Academic Senates:
 Policy Area: Chapter 4 Academic Affairs
 References: Brand New - advised

AP 4060 Delineation of Functions Agreements

***NOTE:** This procedure is but is if districts are engaged in adult noncredit instruction. Insert local practice here, if any, regarding memoranda of understanding related to noncredit continuing education programs.*

~~Sample 1 from another District:~~

Delineation of Functions Agreement Development Process

In order to be in compliance with Education Code Sections 8535 and 8536, whenever either college within the District is approached by another educational agency (public school district or community college district) to assume responsibility for any or all of that agency's adult education apportionment, the following procedure will be implemented.

The ~~Provost of the School of Continuing Education (SCE)~~College's Vice President of Instruction will receive the proposal from the requesting school district, containing a list of the courses which they wish to transfer to the College, which they wish to transfer to NOCCCD, as well as an enrollment history for these courses for the last two years.

The ~~Provost~~Vice President of Instruction will forward the proposal to the ~~SCE curriculum~~College Curriculum Committee for review with respect to whether the proposed classes fit within the ~~SCE~~College's mission and curriculum. Such review would consist of, but not be limited to, information on course titles, course content, projected enrollment, ~~location of~~ and faculty ~~credential~~ requirements. The Curriculum Committee will present the proposal to the ~~Provost's Cabinet~~Vice President of Instruction for review with a recommendation as to whether or not the proposed transfer should be accepted.

If approved by the ~~Provost's Cabinet~~Vice President of Instruction, a memorandum of understanding specifying a Delineation of Functions Agreement will be developed jointly with the requesting school district. The agreement shall contain all legal and contractual obligations of either or both districts under the program with appropriate time requirements. Furthermore, the written transfer agreement shall specify 1) that only courses that qualify as community college noncredit education under California Education Code, Section 84711 shall be transferred and 2) the number of FTES proposed to be transferred from the district with the existing program.

The memorandum of understanding specifying the Delineation of Functions Agreement will be submitted to the ~~NOCCCD~~SBCCD Board of Trustees for approval.

If approved by the Board, appropriate paperwork and reports required by the State Chancellor's Office will be completed in a timely fashion and submitted for implementation.

~~Sample 2 from another District:~~

~~Whenever the District is approached by another educational agency (public school district or community college district) to assume responsibility for any or all of that agency's adult education apportionment, the following procedure will be implemented.~~

~~The Vice President of Academic Affairs will receive the proposal from the requesting school district, containing a list of the courses that it wishes to transfer to the District, as well as an enrollment history for these courses for the last two years.~~

~~The Vice President will forward the proposal to the Curriculum Committee for review to determine whether the proposed classes fit within the District's mission and curriculum. Such review would consist of, but not be limited to, information on course titles, course content, projected enrollment, and faculty credential requirements. The Curriculum Committee will present the proposal to the Vice President for review with a recommendation about whether or not the proposed transfer should be accepted.~~

~~If approved by the Vice President, a memorandum of understanding specifying a Delineation of Functions Agreement will be developed jointly with the requesting school district. The agreement shall contain all legal and contractual obligations of either or both districts under the program with appropriate time requirements. Furthermore, the written transfer agreement shall specify 1) that only courses that Qualify as community college noncredit education under Education Code, Section 84711 shall be transferred and 2) the number of FTES proposed to be transferred from the district with the existing program.~~

~~The memorandum of understanding specifying the Delineation of Functions Agreement will be submitted to the Board of Trustees for approval.~~

~~If approved by the Board, appropriate paperwork and reports required by the State Chancellor's Office will be completed and submitted for implementation.~~

~~Sample 3 from another District:~~

~~Whenever a mutual agreement with a school district or other educational entity relating to responsibility for noncredit continuing education programs is required by state law, the Superintendent/President shall present an appropriate Memorandum of Understanding to the Board of Trustees for approval.~~

References:

Education Code Sections 8535 and 8536

Attachments:

No Attachments

Approval Signatures

Step Description	Approver	Date
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018



Origination: 11/2016
Last Approved: N/A
Last Revised: 10/2018
Next Review: 6 years after approval
Owner: Academic Senates Academic Senates:
Policy Area: Chapter 4 Academic Affairs
References: Brand New - advised

BP 4060 Delineation of Functions Agreements

NOTE: This policy is ~~suggested as good practice~~ but is **legally advised** if the District engages in adult noncredit instruction.

Whenever a mutual agreement with a school district or other educational entity relating to responsibility for ~~noncredit~~adult continuing education programs is required by state law, the Chancellor shall present an appropriate memorandum of understanding to the Board of Trustees for approval. All courses being considered for transfer will be submitted, reviewed, and considered for approval through the college's adopted curriculum approval process prior to being adopted.

References:

Education Code Sections 8535 and 8536

Attachments:

No Attachments

Approval Signatures

Step Description	Approver	Date
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018

Applicability

San Bernardino Community College District



Origination: 02/2009
Last Approved: N/A
Last Revised: 10/2018
Next Review: 6 years after approval
Owner: Academic Senates Academic Senates:
Policy Area: Chapter 4 Academic Affairs
References:

AP 4226 Multiple and Overlapping Enrollments

(Replaces current SBCCD AP 4226)

~~**NOTE:** The language in current SBCCD AP 4226 reflects the information.~~

• ~~**From current SBCCD AP 4226 titled Multiple and Overlapping Enrollments**~~

A student may not enroll in two or more sections of the same credit course during the same term unless the length of the course provides that the student is not enrolled in more than one section at any given time.

A student may not enroll in two or more courses where the meeting time for the courses overlap, unless:

- The student provides a valid justification, other than scheduling convenience, of the need for an overlapping schedule.
- The Vice President for Instruction and the instructor of record approve the schedule.
- The student makes up the overlapping hours at some other time during the same week under the supervision of the instructor of the course.
- The colleges maintain a record of the make-up time completed by the student.

Reference:

Title 5, Section 55007

Attachments:

- [AP 4226 Multiple and Overlapping Enrollments - Comments](#)
- [AP 4226 Multiple and Overlapping Enrollments - Legal Citations](#)
- [AP4226 -OLD.pdf](#)

Approval Signatures

Step Description	Approver	Date
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018



Origination: 04/2009
Last Approved: N/A
Last Revised: 10/2018
Next Review: 6 years after approval
Owner: Academic Senates Academic Senates:
Policy Area: Chapter 4 Academic Affairs
References:

BP 4226 Multiple and Overlapping Enrollments

(Replaces current SBCCD BP 4226)

~~**NOTE:** The language in current SBCCD BP 4226 reflects the information.~~

- ~~**From current SBCCD BP 4226 titled Multiple and Overlapping Enrollments**~~

The Chancellor shall establish procedures to ensure that students may only enroll in two or more sections of the same credit course during the same term if the length of the course provides that the student is not enrolled in more than one section at any given time.

The Chancellor shall establish procedures to ensure that students may only enroll in two or more courses where the meeting times overlap under the conditions specified in Title 5, 55007.

Reference:

Title 5, Section 55007

Attachments:

- [BP 4226 Multiple and Overlapping Enrollments - Comments](#)
- [BP 4226 Multiple and Overlapping Enrollments - Legal Citations](#)
- [BP4226 -OLD.pdf](#)

Approval Signatures

Step Description	Approver	Date
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018



Origination: 02/2009
 Last Approved: N/A
 Last Revised: 10/2018
 Next Review: 6 years after approval
 Owner: Academic Senates Academic Senates:
 Policy Area: Chapter 4 Academic Affairs
 References:

AP 4232 Pass/No Pass

(Replaces current SBCCD AP 4231)

NOTE: ~~This procedure is legally advised if the District offers courses for pass/no pass basis. Local practice may be inserted, but should comply with the following.~~

Application

~~Courses may be offered in either or both of the following categories:~~ Courses may be offered in either or both of the following categories

- ~~• Courses in which all students are evaluated on a "pass/no pass" basis.~~
- ~~• Courses in which each student may elect on registration, or within [time limit established by District], to take the course on a "pass/no pass" basis.~~

A. Courses in which all students are evaluated on a "pass/no pass" basis.

B. A student may elect to be graded on a Pass/No Pass basis in any class by filing the appropriate form in the college Records Office by the end of the fifth week of instruction for regular term length classes or no later than thirty percent of the term length for short-term classes.

Grade

The student is held responsible for all assignments and examinations required in the course. The standards of evaluation are identical for all students in the course.

~~A student electing to be evaluated on the "pass/no pass" basis will receive both course credit and unit credit upon satisfactory completion of the course. In computing a student's grade-point average, grades of "pass/no pass" are omitted.~~ A student electing to be evaluated on the "pass/no pass" basis will receive both course credit and unit credit upon satisfactory completion of the course. In computing a student's grade-point average, grades of "pass/no pass" are omitted.

~~A pass grade is granted for performance that is equivalent to the letter grade of "C" or better. A student who fails to perform satisfactorily will be assigned a "no pass" grade.~~ A pass grade is granted for performance that is equivalent to the letter grade of C or better. A student who fails to perform satisfactorily will be assigned a "no pass" grade.

After the deadline, the only justification for a change from Pass/No Pass to a letter grade is institutional error or extraordinary circumstances that require approval through the college petition process.

~~The student is held responsible for all assignments and examinations required in the course. The~~

~~standards of evaluation are identical for all students in the course.~~

~~*NOTE: The District may insert its local practice on how pass/no pass classes are identified and how students select the pass/no pass option. The District must replace "credit/no credit" with "pass/no pass" by Fall 2009.*~~

~~• **From current SBCCD AP 4231 titled Pass/No Pass**~~

~~**A. Application**~~

~~A student may elect to be graded on a Pass/No Pass basis in any class by filing the appropriate form in the college Records Office by the end of the fifth week of instruction for regular term length classes or no later than thirty percent of the term length for short term classes.~~

~~The student is held responsible for all assignments and examinations required in the course. The standards of evaluation are identical for all students in the course.~~

~~**B. Grade**~~

~~A pass grade is granted for performance that is equivalent to the letter grade of C or better. A student who fails to perform satisfactorily will be assigned a "no pass" grade.~~

~~After the deadline, the only justification for a change from Pass/No Pass to a letter grade is institutional error or extraordinary circumstances that require approval through the college petition process.~~

~~**C. Unit Limits**~~

~~No more than fifteen units in courses taken for P may apply toward meeting graduation requirements.~~

~~**D. GPA**~~

~~Units earned as P shall not be included in the determination of a student's grade point average.~~

~~**E. Credit Units Applied to Major**~~

~~Units earned as P shall not apply toward fulfilling the requirements of a student's major except under the following circumstances:~~

- ~~1. A student has earned P units and subsequently declares a major in which those units are required.~~
- ~~2. A student earns P units for a major that is offered only on a Pass/No Pass basis at another college.~~

Unit Limits

No more than fifteen units in courses taken for P may apply toward meeting graduation requirements.

GPA

Units earned as P shall not be included in the determination of a student's grade point average.

Credit Units Applied to Major

Units earned as P shall not apply toward fulfilling the requirements of a student's major except under the following circumstances:

- A. A student has earned P units and subsequently declares a major in which those units are required.

B. A student earns P units for a major that is offered only on a Pass/No Pass basis at another college.

Reference:

Title 5, Section 55022

Attachments:

[AP 4232 Pass/No Pass - Comments](#)
[AP 4232 Pass/No Pass - Legal Citations](#)
[AP4232-OLD.pdf](#)

Approval Signatures

Step Description	Approver	Date
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018

Applicability

San Bernardino Community College District



Origination: 04/2009
Last Approved: N/A
Last Revised: 10/2018
Next Review: 6 years after approval
Owner: Academic Senates Academic Senates:
Policy Area: Chapter 4 Academic Affairs
References:

BP 4232 Pass/No Pass

(Replaces current SBCCD BP 4231)

- ~~From current SBCCD BP 4231 titled Pass/No Pass~~

Students may elect to be graded on a Pass/No Pass basis in order to explore a variety of disciplines by following appropriate administrative regulations.

Reference:

Title 5, Section 55022

Attachments:

- [BP 4232 Pass/No Pass - Comments](#)
- [BP 4232 Pass/No Pass - Legal Citations](#)
- [BP4232 -OLD.pdf](#)

Approval Signatures

Step Description	Approver	Date
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018

Applicability

San Bernardino Community College District



Origination: 04/2004
Last Approved: N/A
Last Revised: 04/2017
Next Review: 6 years after approval
Owner: Academic Senates Academic Senates:
Policy Area: Chapter 4 Academic Affairs
References:

BP 4235 Credit by Examination

(Replaces current SBCCD BP 4235)

Credit may be earned by students who satisfactorily pass authorized examinations. The Chancellor is responsible for establishing administrative regulations to implement this policy.

Reference:

Title 5 Section 55050

Attachments:

- [BP 4235 Credit by Examination - Comments](#)
- [BP 4235 Credit by Examination - Legal Citations](#)
- [BP4235 -OLD.pdf](#)

Approval Signatures

Step Description	Approver	Date
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018

Applicability

San Bernardino Community College District



Origination: 04/1991
 Last Approved: N/A
 Last Revised: 07/2018
 Next Review: 6 years after approval
 Owner: Academic Senates Academic Senates:
 Policy Area: Chapter 4 Academic Affairs
 References: Good Practice/Optional

AP 4235 Credit by Examination

(Replaces current SBCCD AP 4235)

NOTE: This procedure is ~~optional~~ but it ~~legally advised~~ if the Board of Trustees has approved a policy to allow credit by examination.

Credit by Examination may be obtained by one of the following methods: ~~(Colleges must determine appropriate methods. The following are common.)~~

- Achievement of a score of ~~{3 or higher}~~ 3 or higher on an Advanced Placement Examination administered by the College Entrance Examination Board.
- Achievement of a score that qualifies for credit by examination in the College Level Examination Program (CLEP).
- Credit by satisfactory completion of an examination administered by the college in lieu of completion of a course listed in the college catalog.
- Achievement of an examination administered by other agencies approved by the college.

~~Determination of Eligibility to Take the Examination:~~ Determination of Eligibility to Take the Examination:

- The student must be currently registered in the college and in good standing.
- The student must ~~be currently registered in~~ have completed 12 units at the college ~~and in good standing.~~
- The course is listed in the college catalog.
- Credits acquired by examination are not applicable to meeting of such unit load requirements as Selective Service deferment, Veteran's or Social Security benefits.

~~Credits acquired by examination shall not be counted in determining the 12 semester hours of credit in residence required for an Associate degree.~~ Credits acquired by examination shall not be counted in determining the 12 semester hours of credit in residence required for an Associate degree.

NOTE: ~~Additional local procedures may be inserted, which must include:~~

- ~~The student's academic record clearly indicates that the credit was earned by examination.~~
- ~~Limits on the number of units that may be applied to the Associate degree.~~
- ~~Other limits on student and course eligibility for credit by examination.~~
- **From current SBCCD AP 4235 titled Credit by Examination**

Eligibility

The Credit by Examination option is available to students who are currently enrolled and have completed 12

units or more at the college where the credit is to be earned. This requirement may be waived for permanent employees of the District. Eligibility for credit by examination is determined by faculty in the appropriate discipline and the appropriate administrator(s).

Eligibility

~~The Credit by Examination option is available to students who are currently enrolled and have completed 12 units or more at the college where the credit is to be earned. This requirement may be waived for permanent employees of the District. Eligibility for credit by examination is determined by faculty in the appropriate discipline and the appropriate administrator(s).~~

A. **Administration**

Administration

Upon filing of the application, the student will be directed to the appropriate instructor who will determine and administer the examination(s). The grade(s) earned on the examination(s) will be the final grade reported for the course. Such grade will be consistent with the grading system of the college.

B. **Notation to Record**

Notation to Record

The student's permanent record shall be clearly annotated to reflect that credit was earned by examination.

C. **Financial Aid**

Financial Aid

Credits earned through credit by examination are not eligible for financial aid.

D. **Waivers**

Waivers

The 12-unit residency rule may be waived by the Vice-President of Instruction for special circumstances on a case-by-case basis. A specific request and review of the circumstances must be presented in writing by the person(s) requesting the waiver.

In the case of Tech Prep students who are requesting credit for an approved, articulated high school course, the 12-unit residency rule is waived.

Reference:

~~Title 5 Section 55050~~

Education Code Section 79500; Title 5 Sections 55050 and 55052

Attachments:

AP 4235 Credit By Examination - Comments
AP 4235 Credit By Examination - Legal Citations
AP4235 -OLD.pdf
SBCCD - Overview for Legal Update 31 Final Version.docx



Origination: 08/1991
 Last Approved: N/A
 Last Revised: 07/2018
 Next Review: 6 years after approval
 Owner: Academic Senates Academic Senates:
 Policy Area: Chapter 5 Student Services
 References:

AP 5010 Admissions

(Replaces current SBCCD AP 5010)

~~**NOTE:** The language in red ink is **legally required**. Local practice can be inserted here, as long as it does not conflict with the general admissions requirements of Education Code Section 76000. The District should address:~~

- ~~• Designated authority and responsibility for the admissions process~~
- ~~• Admission procedures for students over 18 with a high school diploma~~
- ~~• Admission criteria and procedures for students over 18 without a high school diploma~~
- ~~• Admission procedures for non-resident students that include a determination of residency status (AP 5015 titled Residence Determination)~~
- ~~• Publication of admissions policies and procedures~~

The Chief Instructional Officer shall establish procedures for evaluating the validity of a student's high school completion if the District or the United States Department of Education has reason to believe that the high school diploma is not valid or was not obtained from an entity that provides secondary school education.

- ~~• From current SBCCD AP 5010 titled Admissions~~

~~**NOTE:** The current SBCCD AP 5010 is dated August 8, 1991. Please confirm the details contained therein are still accurate.~~

REGULAR ADMISSION

- A. The colleges of the District shall admit any California resident, and may admit any nonresident, ~~who possesses~~possessing a high school diploma or the equivalent thereof. (See AP 5012 titled International Students as well as BP/AP 5020 titled Nonresident Tuition)
- B. The colleges may admit any other person who is over 18 years of age and who, in the judgment of the Board or the college president, is capable of profiting from the instruction offered. Any such person who enrolls as a full-time student shall be admitted as a provisional student and there-after shall be required to comply with the rules and regulations prescribed by the Board of Governors of the California Community Colleges or the Chancellor's Office pertaining to the scholastic achievement and other standards to be met by provisional or probationary students, as a condition to being readmitted in any succeeding semester.
- C. Capability to "profit from instruction" shall be determined through the regular college assessment process.
- D. The colleges may admit special full-time and part-time students as allowed by the California Education

Code.

- E. Each person who applies for admittance shall complete the college admissions application form and all related forms required by state or federal government agencies.

~~Approved: August 8, 1991~~

SPECIAL ADMISSION OF K-12 STUDENTS

(See AP 5011 titled Admission of High School and Other Young Students)

Any pupil enrolled in grades K-12 from a public school district may apply for admission to a District college upon submitting evidence that the Board of Trustees of the public school district has granted such approval. A parent or guardian of a pupil who is not enrolled in a public school district may petition the college president for such admission. The college president or designee shall review and act upon all applications.

K-12 Students who enroll in a college of the District shall be exempt from payment of the enrollment fee. All other appropriate fees shall be assessed.

~~**NURSING PROGRAM ADMISSIONS**~~

~~(See BP/AP 4106 titled Nursing Programs)~~

- ~~A. Students shall be admitted to the San Bernardino Valley College Nursing Program in the fall and spring semesters of each year. In addition to the general requirements for admission to the college, nursing applicants shall be admitted to the Nursing Program subject to the provisions of this policy.~~

~~**B. Information Meeting**~~

~~An information meeting open to all pre-nursing students will be offered by the Nursing Department on a regular basis.~~

~~**C. Pre-program Admission Requirements**~~

- ~~1. Graduation from high school or its equivalent (G.E.D., or the California State High School Proficiency Exam)~~
- ~~2. Admission to San Bernardino Valley College~~
- ~~3. **Placement Testing/Evaluation**~~

~~The student may qualify by attaining the placement test scores listed or by presenting evidence of previous course work or the equivalent in the following areas:~~

~~**a. Math**~~

~~SCAT 30th percentile; ACT 24th percentile; SAT score of 400; CGP standard score of 68 (test C, 52 test D), or 43 (test E); Asset Elementary Algebra score of 35. If the math placement test score is below the score listed, the student will be required to complete Math 090 or the equivalent with a "C" grade or better prior to admission to Nursing courses.~~

~~**b. Reading**~~

~~Nelson-Denny 12th grade reading; CGP standard score of 52; Asset score below 50. If the reading score is below the scores listed, the student will be advised to complete a course in developmental reading with a grade of "C" or better prior to admission to nursing courses.~~

e. English

~~CGP—standard score of 52 or higher on the sentence portions; Asset—score 42 or higher on the English portion; or a grade of "C" or better in English 045.~~

d. Chemistry

~~Introductory college chemistry (Chemistry 101) is a prerequisite for Physiology and Microbiology.~~

D. Admission to the Program

1. Records

~~The student must submit all of the following to the Nursing Department by March 1 for Fall admission and by October 1 for Spring admission.~~

- ~~a. Nursing Department application~~
- ~~b. Placement test scores or equivalent course work~~
- ~~c. High school transcript(s) or diploma, or G.E.D. scores, or California State High School Proficiency exam score.~~

2. Grade Point Average

~~The student must earn a grade of "C" or better in each of the required core courses listed in the college catalog under "Associate of Science Nursing Program." In addition, a minimum grade point average (GPA) of 2.5 must be earned overall in the required core courses and maintained throughout the program in order to remain eligible.~~

3. Minimum Requirements to Qualify for Entry

- ~~a. Eligibility for English 101~~
- ~~b. Completion or current enrollment in Math 090 or equivalent~~
- ~~c. Completion or current enrollment in Biology 250, 251, 260, 261, 270~~
- ~~d. Completion or current enrollment in Psychology 100.~~

- ~~4. Physiology and Microbiology requirements taken more than five years prior to admission to the Nursing Program will not be counted.~~
- ~~5. Courses in progress must be completed by the end of the semester.~~
- ~~6. When the number of applicants who have completed all admission requirements exceeds the number of available spaces, selection of students shall be based on the Nursing Admissions Point System.~~

7. Point System

a. Point Summary

Core Required Courses	25 points
Humanities	6 points
SBCCD Units	40 points
Three or More Applications	40 points

Total Maximum Points	51 points

b. Selection Process

All students who meet minimum requirements will be ranked according to the number of accumulated points. Students will be admitted by point ranking until the available space in the class is filled. Class size is limited by funding, clinical site space, and classroom space. An additional 20 students will be placed on a waiting list by point ranking to be admitted to the program if space becomes available prior to the second day of class. Up to ten students from the waiting list will be admitted in the following semester. All other students must submit a request in writing by the application deadline to be considered for entry in the following semester. Applications must be updated by providing evidence of additional course work completed or in progress.

- c. Points earned for units completed or in progress in (1) Core Required Courses, (2) Humanities Courses which meet SBVC graduation requirements, (3) units completed in other courses within the District, and (4) the number of times a qualified application has been submitted by an individual.**

d. Core Required Courses

Points are earned for completion of the following courses or the equivalent in the semester or summer preceding the deadline for application:

Biology 250 or 260	4 points
Biology 251 or 261	4 points
Biology 270	5 points
English	3 points
Speech 100 or 111	3 points
Sociology 100 or Anthropology 102	3 points
Psychology 100	3 points

e. Core Courses in Progress

Students who are enrolled in Core Required Courses at the time of application will also be considered for admission to the Nursing Program. The number of points awarded for classes in progress at the time of selection will be determined by multiplying the course units by 50%.

f. Humanities Courses

Six units of Humanities are required for graduation with an Associate of Science Degree in Nursing. It is not mandatory that these courses be completed prior to admission to the Nursing Program; however, additional points can be earned for Humanities courses completed with a grade of "C" or better prior to application. Upon submission of official grades with the Nursing application, one point will be awarded for each unit of Humanities completed. Courses must meet San Bernardino Valley College graduation requirements.

g. Units Completed

~~Points may be awarded for the number of units completed in the San Bernardino Community College District as follows:~~

Units	Points
12	1
14	2
16	3
18	4
20	5
22	6
24	7
26	8
28	9
30	10

~~h. Applications Meeting Minimum Requirements~~

Second qualified application	5 points
Three or more qualified applications	10 points

~~8. Procedure of Acceptance~~

- ~~a. Applicants will be admitted by using total points in descending order until the class is filled.~~

~~Approved March 9, 1995~~

INTERNATIONAL STUDENTS

(See AP 5012 titled International Students)

The District is authorized under Federal law to enroll F-1 non-immigrant students. The District shall admit students who meet the following requirements:

Applicants Overseas

- Complete an International Student Application.
- TOEFL score of 500 on the paper-based test or 173 on the computer-based test or 61 on the internet-based test. The TOEFL requirement may be waived, if an applicant whose native language is English and who have attended schools at the secondary level or above for at least three years full time where English is the principal language of instruction. The reporting code for CHC is 4126.
- Official transcripts from high school and/or college or university. If the transcript is not in English, an official translation in English is needed.
- Financial statement showing that students have the sufficient funds for tuition and estimated living expenses for one year. There is no financial aid available for international students.
- \$25 non-refundable application processing fee.
- Essay (describing the reasons for applying to Crafton Hills College usually one to two pages).

Applicants within USA must submit all of the above including:

- Transfer Eligibility Form
- Copy of passport
- Copy of visa
- Copy of I-94
- Copy of previous school's I-20

References:

Education Code Sections 76000, 76141; 76142;

34 FR Section 668.16(p) (U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended);

ACCJC Accreditation Standard II.C.6

Attachments:

[AP 5010 Admissions - Comments](#)

[AP 5010 Admissions - Legal Citations](#)

Approval Signatures

Step Description	Approver	Date
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018

Applicability

San Bernardino Community College District



Origination: 06/2004
 Last Approved: N/A
 Last Revised: 07/2018
 Next Review: 6 years after approval
 Owner: Academic Senates Academic Senates:
 Policy Area: Chapter 5 Student Services
 References:

BP 5010 Admissions

(Replaces current SBCCD BP 5010)

• ~~From current SBCCD BP 5010 titled Admissions~~

The District shall admit students who meet one of the following requirements ~~and who are capable of profiting from the instruction offered~~ and who are capable of profiting from the instruction offered:

- ~~Any person over the age of 18 and possessing a high school diploma or its equivalent. Any individual who has graduated from high school or who has been awarded a California Certificate of Proficiency or who has successfully completed the GED.~~ Any person possessing a high school diploma or its equivalent.
- ~~Other persons~~ Other persons who are ~~over the age of 18 years 18 years of age or above~~ over the age of 18 years and who, in the judgment of the Chancellor or his ~~or~~ or her designee, are capable of profiting from the instruction offered. Such persons shall be admitted as provisional students, and thereafter shall be required to comply with the District's rules and regulations regarding scholastic achievement and other standards to be met by provisional or probationary students as a condition to being readmitted in any succeeding semester.
- Persons who are apprentices as defined in ~~Labor Code~~ Labor Code Section 3077 ~~of the Labor Code.~~ Any pupil enrolled in grades K-12 from a public school district in accordance with state laws governing concurrent enrollment and BP6020.

~~The District may deny or place conditions on a student's enrollment upon a finding by the Board of Trustees or designee that the applicant has been expelled within the preceding five years or is undergoing expulsion procedures in another California community college district, and that the applicant continues to present a danger to the physical safety of the students and employees of the District.~~ The District may deny or place conditions on a student's enrollment upon a finding by the Board of Trustees or designee that the applicant has been expelled within the preceding five years or is undergoing expulsion procedures in another California community college district, and that the applicant continues to present a danger to the physical safety of the students and employees of the District.

~~**NOTE:** The following policy language is legally required in an effort to show good faith compliance with the applicable federal regulations.~~

~~The District shall in its discretion, or as otherwise federally mandated, evaluate the validity of a student's high school completion. The Chancellor shall establish procedures for evaluating the validity of a student's high school completion.~~ The District shall in its discretion, or as otherwise federally mandated, evaluate the validity of a student's high school completion. The Chancellor shall establish procedures for

evaluating the validity of a student's high school completion.

~~**NOTE:** Admission of high school and younger students is not mandated by law. However, if the District wishes to do so and there is agreement with the school district(s), this board policy should identify students who may be admitted (generally by age or grade level) and the status (special part-time [Education Code Section 48800], or special full-time [Education Code Section 48800.5]).~~

~~Districts may also make a statement regarding summer school attendance. Examples of such policies are listed below.~~

~~Boards that admit special part-time or full-time students must comply with the requirements of Education Code Section 76001(b) regarding findings and reasons for denying any such request by pupils who are identified as highly gifted. Language is included below. Apportionment for the concurrent enrollment of high school students can only be claimed if the enrollment meets the criteria of Education Code Section 76002. Language is included below.~~

~~**Admission**—Any student whose age or class level is equal to grades [insert grade levels] is eligible to attend as a special part-time student for advanced scholastic or career/technical education (vocational) courses.~~
Admission – Any student under the age of 18 and who has not yet earned a high school diploma or its equivalent is eligible to attend as a special part-time student for advanced scholastic or career/technical education (vocational) courses.

~~**Any student whose age or class level is equal to grades [insert grade levels] is eligible to attend as a special full-time student.**~~
Any student under the age of 18 and who has not yet earned a high school diploma or its equivalent is eligible to attend as a special full-time student.

~~**Any student enrolled in [insert grade level] may attend summer session.**~~

~~**Denial of Requests for Admission**—If the Board of Trustees denies a request for special full-time or part-time enrollment by a pupil who is identified as highly gifted, the Board will record its findings and the reason for denying the request in writing within 60 days.~~
Denial of Requests for Admission – If the Board of Trustees denies a request for special full-time or part-time enrollment by a pupil who is identified as highly gifted, the Board will record its findings and the reason for denying the request in writing within 60 days.

~~**The written recommendation and denial shall be issued at the next regularly scheduled board meeting that occurs at least 30 days after the pupil submits the request to the District.**~~
The written recommendation and denial shall be issued at the next regularly scheduled board meeting that occurs at least 30 days after the pupil submits the request to the District.

~~**Claims for State Apportionment for Concurrent Enrollment**—Claims for state apportionment submitted by the district based on enrollment of high school pupils shall satisfy the criteria established by statute and any applicable regulations of the Board of Governors.~~
Claims for State Apportionment for Dual Enrollment – Claims for state apportionment submitted by the district based on enrollment of high school pupils shall satisfy the criteria established by statute and any applicable regulations of the Board of Governors.

~~**NOTE:** Nonresident students, including international students, are addressed in BP 5020 titled Nonresident Tuition. The District is not required to admit nonresident students, and thus is not required to admit international students. However, if the District admits nonresident students, it should not exclude international students as a matter of policy based on that status alone, because the district has no authority to discriminate on the basis of national origin.~~

References:

[Education Code Sections 76000, 76001, 76002, and 76038;](#)

[Labor Code Section 3077;](#)

~~34 Code of Federal Regulations Section 668.16(p) (U.S. Department of Education [Code Sections 76000, 76001, 76002, and 76038](#) Regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended); [Labor Code Section 3077;](#)
*(U.S. Department of Education Regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended);
ACCJC Accreditation Standard II.C.6*~~

~~34 Code of Federal Regulations Section 668.16(p) (U.S. Department of Education Regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended); ACCJC Accreditation Standard II.C.6~~

[ACCJC Accreditation Standard II.C.6](#)

Attachments:

[BP 5010 Admissions - Comments](#)
[BP 5010 Admissions - Legal Citations](#)
[BP5010 -OLD.pdf](#)

Approval Signatures

Step Description	Approver	Date
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018

Applicability

San Bernardino Community College District



Origination: 07/2008
 Last Approved: N/A
 Last Revised: 07/2018
 Next Review: 6 years after approval
 Owner: Academic Senates Academic Senates:
 Policy Area: Chapter 5 Student Services
 References:

AP 5050 Student Success and Support Program

(Replaces current SBCCD AP 5050)

The Student Success and Support Program brings the student and the District into agreement regarding the student's educational goal through the District's established programs, policies, and requirements. The agreement is implemented by means of the student educational plan.

Each student, in entering into an educational plan, will do all of the following:

- identify an education and career goal;
- identify a course of study;
- be assessed to determine appropriate course placement;
- complete orientation;
- participate in the development of the student educational plan;
- complete a student educational plan no later than the term after which the student completes 15 semester units of degree applicable credit coursework;
- diligently attend class and complete assigned coursework; and
- complete courses and maintain progress toward an educational goal.

Student Success and Support Program services include, but are not limited to, all of the following:

- Orientation on a timely basis, information concerning campus procedures, academic expectations, financial assistance, and any other appropriate matters.
- Assessment and counseling upon enrollment, which shall include, but not be limited to, all of the following:
 - Administration of assessment instruments to determine student competency in computational and language skills.
 - Assistance to students in the identification of aptitudes, interests, and educational objectives, including, but not limited to, associate of arts degrees, transfer for baccalaureate degrees, and vocational certificates and licenses.
 - Evaluation of student study and learning skills.
 - Referral to specialized support services as needed, including, but not limited to, federal, state, and local financial assistance; health services; mental health services; campus employment placement services; extended opportunity programs and services; campus child care services programs that teach English as a second language; and disabled student services.
 - Advisement concerning course selection.
 - Follow-up services, and required advisement or counseling for students who are enrolled in

basic skills courses, who have not declared an educational objective as required, or who are on academic probation.

- an ongoing institutional research program to determine the effectiveness of ~~student success and support programs~~ Student Success and Support Programs, services, and processes.
- faculty and staff training to assist with implementation of ~~student success and support program~~ Student Success and Support Program requirements.

The District shall not use any assessment instrument except one specifically authorized by the Board of Governors of the California Community Colleges.

- From current SBCCD AP 5050 titled Matriculation

Matriculation is a process that brings a district college and a student who enrolls for credit into an agreement for the purpose of realizing the student's educational goal through the college's established programs, policies, and requirements.

A. *The student's responsibilities under this agreement include:*

1. *the expression of at least a broad educational intent upon enrollment;*
2. *the declaration of a specific educational objective after completion of 15 semester units of degree applicable credit coursework;*
3. *diligence in class attendance and completion of assigned coursework;*
4. *the completion of courses and maintenance of progress toward an educational goal, according to standards established by the college, the district, and the state.*

B. *The responsibilities of a district college under this agreement will entail providing appropriate matriculation services that shall include:*

1. *the processing of applications for admission in a timely manner;*
2. *orientation and pre-orientation services designed to provide, on a timely basis, needed information about instructional programs, course prerequisites, student services, college regulations, and student rights and responsibilities;*
3. *assessment of students to determine student competency in computational and language skills; to identify aptitudes, interests, and educational objectives and to evaluate study and learning skills. Multiple assessment measures may include State approved tests, prior academic history, work experience, personal responsibilities/circumstances, maturation, desire and determination.*
4. *counseling and advising to assist students in interpreting test results, and in developing and updating their educational plans; referral of students to:*
 - a. *support services which may be available including, but not limited to, counseling/advising, transfer services, financial aid, campus employment placement services, ~~Extended Opportunity Programs~~ extended opportunity programs & ~~Services~~ services; campus child care services, tutorial services and disabled student programs and services; and*
 - b. *specialized curriculum offerings including, but not limited to, pre-collegiate basic skills courses and programs in English as a second language;*
5. *a follow-up system to detect and correct early signs of academic difficulty, and to ensure the academic progress of each student;*
6. *an ongoing institutional research program to determine the effectiveness of matriculation programs, services, and procedures;*

7. *faculty and staff training to help them implement matriculation requirements.*

NOTE: *Please confirm that the following language SBCCD AP 5050 reflects current practice and is still legally accurate.*

C. EXEMPTIONS

Although all students are given the opportunity to participate, each college has elected to exempt certain students from orientation, assessment and counseling/advisement (**Title 5** Section 55532(a)). Exempted students are identified and informed through the matriculation process. Exemption criteria are outlined in the Matriculation Plan for each college.

D. PREREQUISITES AND ENROLLMENT LIMITATIONS

1. All courses shall be open for enrollment to any student who has been admitted to a district college except that students may be required to meet necessary and valid prerequisites. Additionally, a college may also limit enrollment in a course based on health and safety considerations, facility limitations, faculty workload, availability of qualified instructors, funding limitations, constraints of regional planning or legal requirements imposed by status, regulations or contracts (**Title 5** Section 58106(a)).
2. Prerequisites for a course shall be clearly related to course content and must be valid as being necessary for success in such course. Prerequisites shall be developed and established in full compliance with *Title V 5 Regulations*, Section 58106. Violations, waivers and appeals will be addressed and resolved through the established District Grievance Policy.
3. Each college will have a matriculation plan which clearly addresses each of the matriculation mandates. Compliance with these requirements will be monitored by the State Chancellor's Office as stipulated by the Seymour-Campbell Matriculation Act.
4. By this statement, the Board acknowledges the intent of the Seymour-Campbell Matriculation Act and agrees to implement its regulations to the extent possible and as appropriate.

References:

Education Code Sections 78210 et seq.;
Title 5, Sections 55500 et seq.
ACCJC Accreditation Standard II.C.2

Attachments:

[AP 5050 Student Success & Support Program - Comments](#)
[AP 5050 Student Success and Support Program - Legal Citations](#)
[AP5050 -OLD.pdf](#)

Approval Signatures

Step Description	Approver	Date
	Stacey Nikac: Administrator	07/2018
	Stacey Nikac: Administrator	07/2018



Origination:	06/2004
Last Approved:	07/2018
Last Revised:	07/2018
Next Review:	07/2024
Owner:	<i>Academic Senates Academic Senates:</i>
Policy Area:	<i>Chapter 5 Student Services</i>
References:	

BP 5050 Student Success and Support Program

(Replaces current SBCCD BP 5050)

Student Success for San Bernardino Community College District students means more than just obtaining degrees, transfer, certificate, or career advancement. It also means the achievement of the individual student's self-established educational goals including completing a specific course, program, career and/or technical education to maximize the skills necessary to become a better person, worker, and/or citizen. Student Success is not merely an outcome, but also a process. It's a journey that encompasses multiple levels of achievement and milestones such as the abilities to: analyze, synthesize, and evaluate information; effectively communicate with others; achieve proficiency in various disciplines; collaboratively work in culturally diverse settings; be leaders who see projects through to completion; be responsible decision makers who are self-motivated; be active civic participants; and be ethical individuals who are committed to their families, communities, and others.

The Board's commitment to Student Success is to ensure the availability of resources for the colleges to achieve the goals and objectives as stated in their college planning documents.

The District shall provide Student Success and Support Program services to students for the purpose of furthering equality of educational opportunity and academic success. The purpose of Student Success and Support Program services is to bring the student and the District into agreement regarding the student's educational goal through the District's established programs, policies, and requirements.

The Chancellor is responsible for establishing procedures to assure implementation of Student Success and Support Program services that comply with the Title 5 regulations.

References:

Education Code Sections 78210 et seq.;
 Title 5 Sections 55500 et seq.
 ACCJC Accreditation Standard II.C.2

Attachments:

[BP 5050 Student Success and Support Program - Comments](#)
[BP 5050 Student Success and Support Program - Legal Citations](#)
[BP5050 -OLD.pdf](#)



Origination: 11/2016
Last Approved: N/A
Last Revised: 09/2018
Next Review: 6 years after approval
Owner: Academic Senates Academic Senates:
Policy Area: Chapter 5 Student Services
References:

AP 5110 Counseling

~~NOTE: This procedure is legally advised, since all counseling programs must meet the following legal minimums. Local practice may be inserted, but must meet the following requirements.~~

The counseling services available in the District's counseling program include at least the following:

- Academic counseling, in which the student is assisted in assessing, planning, and implementing his/her immediate and long-range academic goals;
- Career counseling, in which the student is assisted in assessing his/her aptitudes, abilities, and interests, and is advised concerning the current and future employment trends;
- Personal counseling, in which the student is assisted with personal, family, or other social concerns, when that assistance is related to the student's education;
- Coordination with the counseling aspects of other services to students which exist on campus, including but not limited to those services provided in programs for students with special needs, skills testing programs, financial assistance programs, and job placement services.

Confidentiality of Counseling Information: Information of a personal nature disclosed by a student 12 years of age or older in the process of receiving counseling from a counselor is confidential, and shall not become part of the student record without the written consent of the person who disclosed the confidential information. However, the information shall be disclosed when permitted by applicable law, including but not limited to disclosure as necessary to report child abuse or neglect; reporting to the Chancellor or other persons when the counselor has reason to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or other persons living in the college community; reporting information to the Chancellor or other persons as necessary when the student indicates that a crime involving the likelihood of personal injury or significant or substantial property losses will or has been committed; reporting information to one or more persons specified in a written waiver by the student.

~~NOTE: Insert other local procedures here related to counseling, such as who is required to seek assistance from a counselor.~~

References:

Education Code Sections 72620 and 72621;
 Title 5 Section 51018
 ACCJC Accreditation Standard II.C.5

Attachments:

No Attachments



Origination: 06/2004
Last Approved: N/A
Last Revised: 10/2018
Next Review: 6 years after approval
Owner: Academic Senates Academic Senates:
Policy Area: Chapter 5 Student Services
References:

BP 5110 Counseling

(Replaces current SBCCD BP 5110)

~~**NOTE:** The language in current SBCCD Policy 5110 parallels the recommended language from the Policy and Procedure Service.~~

- ~~From current SBCCD BP 5110 titled Counseling~~

Counseling services are an essential part of the educational mission of the District. The Chancellor shall assure the provision of counseling services including academic, career, and personal counseling that is related to the student's education.

Counseling shall be required for all first time students enrolled for more than six units, ~~and~~ and students ~~enrolled provisionally, and students~~ enrolled on academic or progress probation.

References:

Education Code Section 72620;
 Title 5, Section 51018
 ACCJC Accreditation Standard II.C.5

Attachments:

[BP 5110 Counseling - Comments](#)
[BP 5110 Counseling - Legal Citations](#)
[BP5110 -OLD.pdf](#)

Approval Signatures

Step Description	Approver	Date
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018



Origination: 05/2015
 Last Approved: N/A
 Last Revised: 10/2018
 Next Review: 6 years after approval
 Owner: Business & Fiscal Services
 Business & Fiscal Services
 Policy Area: Chapter 6 General Institution
 References:

AP 6100 Delegation of Authority, Business and Fiscal Affairs

The Executive Vice Chancellor, ~~Business & Fiscal Services~~ is delegated authority from the Chancellor to supervise budget preparation and management; oversee fiscal management of the District; and contract for, purchase, sell, lease, or license real and personal property, in accordance with Board policy and law. Responsibility for the development of internal policies and procedures consistent with the provision of this regulation remains with the Executive Vice ~~Chancellor, Business & Fiscal Services~~. ~~This delegated authority is subject to the condition that certain of these transactions be submitted to the Chancellor for review and approval from time to time as determined by the~~ Chancellor. This delegated authority is subject to the condition that certain of these transactions be submitted to the Chancellor for review and approval from time to time as determined by the Chancellor.

The named agents on the authorized signature list may approve purchase requests, award, sign and execute contracts, and authorize payments that are under the formal bid limits set by Public Contract Code so long as the transactions comply with law and any limitations or requirements set forth therein. Purchases and or contracts under the formal bid limit shall not require Board approval, but shall be sent to the Board as an information item every 60 days. (See BP 6330 titled Purchasing and BP 6340 titled Bids and Contracts)

~~When transactions do not exceed the dollar limits established in the Public Contract Code, the Education Code, or other laws pertaining to the taking of competitive bids, the Business Manager may contract for goods, services, equipment and rental of facilities so long as the transactions comply with law and any limitations or requirements set forth therein.~~ Furthermore, the ~~Business Manager~~ named agents on the authorized signature list may amend the terms and conditions of any contractual arrangement so long as the total expenditure of funds and period of contract do not exceed the limitations set forth in applicable law or regulation.

References:

Education Code Sections 70902(d), 81644, 81655, and 81656;
Public Contract Code Sections 17605, 20651, 20658, ~~and~~ 20659, and 22034(c)

Attachments:

[AP 6100 Delegation of Authority, Business and Fiscal Affairs- Comments](#)
[AP 6100 Delegation of Authority, Business and Fiscal Affairs- Legal Citations](#)



Origination: 09/2004
Last Approved: N/A
Last Revised: 10/2018
Next Review: 6 years after approval
Owner: Business & Fiscal Services
 Business & Fiscal Services
Policy Area: Chapter 6 General Institution
References:

BP 6100 Delegation of Authority, Business and Fiscal Affairs

(Replaces current SBCCD BP 6100)

The Board of Trustees delegates to the Chancellor the authority to supervise the general business procedures of the District to assure the proper administration of property and contracts; the budget, audit and accounting of funds; the acquisition of supplies, equipment and property; and the protection of assets and persons. All transactions shall comply with applicable laws and regulations, and with the California Community Colleges Budget and Accounting Manual.

~~No contract shall constitute an enforceable obligation against the District until it has been approved or ratified by the Board. (See BP 6340 titled Bids and Contracts)~~

The Chancellor shall make appropriate periodic reports to the Board and shall keep the Board fully advised regarding the financial status of the District.

Purchase and or contract requests which meet or exceed the formal bid limits set by Public Contract Code shall require approval by the Board to constitute an enforceable agreement. Such purchase and or contract requests must be approved by the Board before any payment to the vendor or on the contract can be issued.

In accordance with Public Contract Code Section 17605 and Section 22034(c), the Board of Trustees delegates purchasing and contracting authority to the named agents on the authorized signature list. These designated District Officers shall have authority to approve purchase requests, award, sign, and execute contracts, and authorized payment that are under the formal bid limits set by Public Contract Code. Such purchase and or contract requests shall not require Board approval, but shall be sent to the Board as an information item every 60 days. (See BP 6330 titled Purchasing and BP 6340 titled Bids and Contracts.)

References:

Education Code Sections 70902(d), 81655, and 81656

Public Contract Code Sections 17605, 20651, 20658, 20659, and 22034(c)

Attachments:

[BP 6100 Delegation of Authority, Business and Fiscal Affairs - Comments](#)
[BP 6100 Delegation of Authority, Business and Fiscal Affairs - Legal Citations](#)



Origination: 04/2004
Last Approved: N/A
Last Revised: 10/2018
Next Review: 1 year after approval
Owner: Business & Fiscal Services
 Business & Fiscal Services
Policy Area: Chapter 6 General Institution
References:

AP 6150 Designation of Authorized Signatures

(Replaces current SBCCD AP 2180)

The Board President and Clerk of the Board of Trustees are authorized to sign documents that have been authorized by action on behalf of the Board of Trustees.

In accordance with the provisions of the legal codes of the State of California, the Board of Trustees may delegate its authority to named agents ~~prior to ratification~~. Those agents are designated annually by Board action. Only the Board and/or those agents are authorized to commit the District to contracts, expenditure of funds, employment of personnel, and other legal actions. Such delegation of authority shall be accomplished by Board approval of an authorized signature list at least once each fiscal year. Proper documentation regarding signing District documents shall be filed with the San Bernardino County Superintendent of Schools, if applicable.

~~Proper documentation regarding signing District documents shall be filed with the San Bernardino County Superintendent of Schools.~~

In accordance with Public Contract Code Section 17605 and Section 22034(c), the Board of Trustees shall annually delegate purchasing and contracting authority to the named agents on the authorized signature list. These designated District Officers shall have authority to approve purchase requests, award, sign, and execute contracts, and authorize payments that are under the formal bid limits set by Public Contract Code on behalf of the Board. Such purchase and or contract requests shall not require Board approval, but shall be sent to the Board as an information item every 60 days.

References:

Education Code Sections 85232 and 85233
Public Contract Code Sections 17605 and 22034(c)

Attachments:

[AP 6150 Designation of Authorized Signatures-Comments](#)
[AP 6150 Designation of Authorized Signatures-Legal Citations](#)



Origination: 01/2001
Last Approved: N/A
Last Revised: 10/2018
Next Review: 1 year after approval
Owner: Business & Fiscal Services
 Business & Fiscal Services
Policy Area: Chapter 6 General Institution
References:

BP 6150 Designation of Authorized Signatures

(Replaces current SBCCD BP 2180)

The Board President and Clerk of the Board of Trustees are authorized to sign documents that have been authorized by action on behalf of the Board of Trustees.

In accordance with the provisions of the legal codes of the State of California, the Board of Trustees may delegate its authority to named agents ~~prior to ratification~~. Those agents are designated annually by Board action. Only the Board and/or those agents are authorized to commit the District to contracts, expenditure of funds, employment of personnel, and other legal actions. Such delegation of authority shall be accomplished by Board approval of an authorized signature list at least once each fiscal year. Proper documentation regarding signing District documents shall be filed with the San Bernardino County Superintendent of Schools, if applicable.

~~Proper documentation regarding signing District documents shall be filed with the San Bernardino County Superintendent of Schools.~~

In accordance with Public Contract Code Section 17605 and Section 22034(c), the Board of Trustees shall annually delegate purchasing and contracting authority to the named agents on the authorized signature list. These designated District Officers shall have authority to approve purchase requests, award, sign, and execute contracts, and authorized payments that are under the formal bid limits set by Public Contract Code on behalf of the Board. Such purchase and or contract requests shall be approved or ratified by the Board every 60 days.

References:

Education Code Sections 70902(d), 72400, 85232, and 85233
Public Contract Code Sections 17605 and 22034(c)

Attachments:

[BP 6150 Designation of Authorized Signatures - Comments](#)
[BP 6150 Designation of Authorized Signatures - Legal Citations](#)



Origination: 06/1994
 Last Approved: N/A
 Last Revised: 10/2018
 Next Review: 12/2017
 Owner: *Human Resources Human Resources*
 Policy Area: *Chapter 7 Human Resources*
 References:

AP 7140 Collective Bargaining

(Replaces current SBCCD AP 7140)

A. Bargaining Unit Initial Proposals

All initial proposals of exclusive representatives that relate to matters within the scope of representation shall be presented at a public meeting of the Board and shall thereafter be public record.

1. Upon receipt of an initial proposal from an exclusive representative, the Board shall set a date for a public hearing regarding such initial proposal.
2. A copy of the initial proposal shall be available for public inspection and a notice of the public hearing shall be conspicuously posted at the District office for at least seven (7) days immediately prior to the date of the public hearing. The notice shall also be posted and distributed in the same manner as agendas for Board meetings.
3. The date and time of the public hearing shall appear on the agenda for the Board meeting at which the public hearing is to be held. The agenda shall be posted and distributed as required by law.

B. District Initial Proposals

All tentative initial proposals of the District which relate to matters within the scope of representation, and which are to be recommended for adoption by the Board shall be presented at a public meeting of the Board and shall thereafter be public record.

1. Each such tentative initial proposal shall be prepared by the District negotiating team, in consultation with the Board.
2. Upon presentation of the tentative initial proposal to the Board, the Board shall follow the procedure set forth in Section A of this Policy regarding the public hearing and the availability of a copy of the tentative initial proposal for public inspection. E. A copy of this notice shall be available for public inspection at the District Office.
3. Following such public hearing, the Board shall adopt its initial proposal at a meeting that is open to the public.
4. Following adoption by the Board, all initial proposals of the District that relate to matters within the scope of representation shall be public record.

C. Meeting/Negotiations

No meeting and negotiating between the District and the exclusive representatives regarding any such initial proposal may take place prior to completion of the procedure set forth in Section A and B of this Policy.

D. New Subjects

New subjects of meeting and negotiating arising after the presentation of initial proposal shall be made public within 24 hours. If the Board takes a vote on such subject, the vote thereon by each member voting shall also be made public within 24 hours.

E. A copy of this notice shall be available for public inspection at the District Office.

References:

~~Government Code Sections 3540 et seq.~~ [Government Code Sections 3540 et seq.](#)

Attachments:

[AP 7140 Collective Bargaining - Comments](#)
[AP 7140 Collective Bargaining - Legal Citations](#)
[AP7140 -OLD.pdf](#)

Approval Signatures

Step Description	Approver	Date
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018

Applicability

San Bernardino Community College District



Origination: 01/2001
 Last Approved: N/A
 Last Revised: 09/2018
 Next Review: 12/2017
 Owner: Human Resources Human Resources
 Policy Area: Chapter 7 Human Resources
 References:

BP 7140 Collective Bargaining

~~(Replaces current SBCCD BP 2200 and BP 7140)~~ (Replaces current SBCCD BP 2200 and BP 7140)

~~Employees represented by CSEA and CTA should refer to their respective bargaining unit agreements for information specific to their unit.~~ Employees represented by CSEA and CTA should refer to their respective bargaining unit agreements for information specific to their unit.

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

References:

Government Code ~~§ 3547~~ Sections 3540, et seq.

Attachments:

- [BP 7140 Collective Bargaining- Comments](#)
- [BP 7140 Collective Bargaining- Legal Citations](#)
- [BP7140 -OLD.pdf](#)

Approval Signatures

Step Description	Approver	Date
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018
	Policy Stat	10/2018

Applicability

San Bernardino Community College District



Origination: 11/2016
 Last Approved: N/A
 Last Revised: 08/2018
 Next Review: 03/2018
 Owner: Human Resources Human Resources
 Policy Area: Chapter 7 Human Resources
 References: Brand New - required

AP 7365 Discipline and Dismissal - Classified Employees

~~NOTE: This procedure is legally required. Local practice may be inserted. The following is illustrative, and complies with minimum requirements.~~

~~Grounds for Discipline~~

~~If the grounds for dismissal were included in BP 7365 titled Discipline and Dismissal Classified Employees, it is not necessary to repeat them here.~~

Discipline and Dismissal – Classified Employees

No disciplinary action shall be taken for any cause that arose prior to the employee's becoming permanent, or for any cause that arose more than two years preceding the date of the filing of the notice of cause, unless the cause was concealed or not disclosed by the employee when it could have be reasonably assumed that the employee should have disclosed the facts to the District. Ed Code 88013

~~A permanent member of the classified service unit shall be subject to disciplinary action, including but not limited to, oral/informal/verbal warning, written warning, letter of reprimand, written reprimand, reduction in pay, demotion, suspension, or discharge, for and/or further action for any of the following grounds:~~

- ~~• Fraud in securing employment or making a false statement on an application for employment~~
- ~~• Incompetence, i.e., inability to comply with the minimum standard of an employee's position for a significant period of time.~~
- ~~• Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee within his/her position.~~
- ~~• Willful disobedience and insubordination, a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position or insulting or demeaning the authority of a supervisor or manager.~~
- ~~• Dishonesty involving employment.~~
- ~~• Being under the influence of alcohol or illegal drugs or narcotics while on duty being impaired by alcohol or illegal drugs in your biological system while on duty which could impact your ability to do your job.~~
- ~~• Excessive absenteeism.~~
- ~~• Inexcusable absence without leave.~~
- ~~• Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of~~

~~sick leave.~~

- ~~• The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. The Office of Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline, or the determination if such conviction is an offense involving moral turpitude. A plea or verdict of guilty, or a conviction showing a plea of nolo contendere made to charge a felony or any offense involving moral turpitude, is deemed to be a conviction within the meaning of this section.~~
- ~~• Discourteous treatment of the public or other employees.~~
- ~~• Improper or unauthorized use of District property.~~
- ~~• Refusal to subscribe to any oath or affirmation that is required by law in connection with District employment~~
- ~~• Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.~~
- ~~• Inattention to duty, tardiness, indolence, carelessness, or negligence in the care and handling of District property.~~
- ~~• Violation of the rules and regulations published in any department.~~
- ~~• Mental or physical impairment that render the employee unable to perform the essential functions of the job with or without reasonable accommodation, or without presenting a direct threat to the health and safety of self or others.~~
- ~~• Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his/her official duties.~~
- ~~• The refusal of any officer or employee of the District to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending cause of inquiry in which the District is involved. Violation of this provision may constitute of itself sufficient ground for the immediate discharge of such officer or employee.~~
- ~~• Willful violation of any of the provisions of the ordinances, resolutions or any rules, regulations or policies, which may be proscribed by the District.~~
- ~~• Improper political activity. Example: Those campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours or the dissemination of political material of any kind while on duty and/or during working hours.~~
- ~~• Working overtime without authorization~~

~~**NOTE:** Districts have the option to notify or not notify employees regarding background checks conducted as disciplinary or harassment investigations. The following procedural language is **legally advised.**~~

~~Background Checks~~

~~Background checks may be conducted as part of disciplinary or harassment investigations. (Civil Code Sections 1786 et seq. Fair Credit Reporting Act)~~

~~Advanced notice of discipline/harassment investigations *[shall/shall not]* be provided to those under investigation. If the investigation results in action that adversely affects the employee, the employee shall receive oral, written, or electronic notice of:~~

- ~~• the adverse action;~~
- ~~• the name, address, and telephone number of the third party agency that~~
- ~~• furnished the report;~~

- ~~the employee's right to obtain a free copy of the report, and~~
- ~~the employee's right to dispute the accuracy or completeness of any of the information in the report.~~

Conduct Which is Subject to Disciplinary Action

1. Work Performance

- A. Any classified employee who fails to maintain satisfactory work performance standards can constitute good cause for disciplinary action, up to and including termination. Work performance includes all aspects of a classified employee's work.
- B. Work performance is judged by the immediate supervisor's evaluation of the quality and quantity of work performed by each employee. When the work performance does not meet satisfy standards and/or does not comply with the immediate supervisor's instructions will be subject to disciplinary action, up to and including termination.
- C. The following are examples of work performance subject to disciplinary action. This list is not exhaustive.
 - I. Incompetence, i.e., inability to comply with the minimum standard of an employee's position for a significant period of time.
 - II. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee within his/her position.

1. Conduct

- A. All classified employees are expected to maintain standards of conduct suitable and acceptable to the work environment. Disciplinary action, up to and including termination may be imposed for unacceptable conduct.
- B. The following are examples of conduct subject to disciplinary action. This list is not exhaustive.
 - I. Intentionally falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records
 - II. Insubordination including the refusal to perform assigned duties or the refusal to obey a lawful directive from a supervisor.
 - III. Dishonesty
 - IV. Drinking alcoholic beverages on the job, or reporting to work while intoxicated.
 - V. Use of narcotics on the job or reporting to work under the influence. The use of drugs under and consistent with the directions of a physician which does not impair the performance of a classified employee is not prohibited.
 - VI. Repeated unexcused absence or tardiness
 - VII. Unexcused absence without leave.
 - VIII. Abuse or misuse of leaves.
 - IX. The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. The Office of Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline, or the determination if such conviction is an offense involving moral turpitude. A plea or verdict of guilty, or a conviction showing a plea of nolo contendere made to charge a felony or any offense involving moral turpitude, is deemed to be a conviction within the meaning of this section.

- X. Discourteous treatment of the public or other employees.
- XI. Improper or unauthorized use of District property. Carelessness or negligence in the care and/or use of District property
- XII. Refusal to subscribe to any oath or affirmation that is required by law in connection with District employment.
- XIII. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.
- XIV. Violation of the rules and regulations published in any department.
- XV. Offering of anything of value or offering any service in exchange for special treatment in connection with the classified employee's assigned duties, or the accepting of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- XVI. The refusal of any officer or employee of the District to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending cause of inquiry in which the District is involved. Violation of this provision may constitute of itself sufficient ground for the immediate discharge of such officer or employee.
- XVII. Negligent or intentional violation of any law concerning the District.
- XVIII. Engaging during required work time in political activity not authorized by law. Example: Those campaigning for or espousing the election or non election of any candidate in national, state, county or municipal elections while on duty and/or during working hours or the dissemination of political material of any kind while on duty and/or during working hours.
- XIX. Working overtime without authorization.
- XX. The refusal of any officer and or employee of the District to participate and/or fully cooperate in any investigation. Violation of this provision may constitute insubordination and may be grounds for discipline action, up to and including termination.
- XXI. Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the District by the board of governors or by the governing board of the District employing him or her.
- XXII. Discourteous offensive, or abusive conduct or language toward other employees, students, or the public.
- XXIII. Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.
- XXIV. Personal conduct of an unlawful nature or other conduct which a reasonable person would know may have adverse impact on the District.

Disciplinary Actions

Disciplinary action taken by the District against a permanent member of the classified ~~service~~ unit may include, but not be limited to ~~oral~~ informal/verbal warning, written warning, letter of reprimand, written reprimand, and the following:

- ~~Reduction in pay or demotion~~—The District may reduce the pay or demote an employee whose performance of the required duties falls below standard, or for misconduct.
- ~~Suspension~~—An employee may be suspended for disciplinary purposes without pay.
- ~~Discharge~~—A permanent member of the classified ~~service~~ may be discharged for just cause at any time. ~~Formal written notice of discharge may be made after considered action during a period of suspension.~~

- : Reduction in pay or demotion
- : Suspension
- : Reduction hours
- : Transfer/reassignment without the unit member's voluntary consent
- : Termination

Prior to imposing formal disciplinary action upon a classified unit member, the District shall follow the principles of progressive discipline. Exceptions to progressive discipline include serious cases of misconduct, or cause as defined in Article 17.11 or clauses as defined in this Board Policy. Discipline includes, but is not limited to, oral warning, written warning, written reprimand, suspension without pay, and may lead to termination.

Step 1 – Informal Conference. Prior to any formal discipline action, the member's immediate supervisor shall notify the classified employee of the deficiencies in his or her job performance that has been observed. The supervisor shall identify improvements needed and how the classified employee may improve his or her performance. The supervisor shall provide a written improvement plan including coaching and training, as needed, to address the identified deficiencies. The unit member's performance must be reviewed within sixty (6) days to document the unit member's progress, including any recommendations for continued success. Documentation of the coaching shall not be placed in the unit member's personnel file, but may be used as supporting documentation in later steps.

Step 2 – Verbal Warning. If the deficiencies identified in Step 1 have not been improved, the unit member may receive a verbal warning. The verbal warning shall consist of the unit member's specific deficient performance and further direction for improvement(s). The verbal warning shall not include incidents or deficiencies that were not discussed in the Step 1 level. Documentation of the verbal warning shall be acknowledged by the member and supervisor with copies to both and shall not be placed in the unit member's personnel file, but may be used as supporting documentation in later steps.

Step 3 – Written Warning. If deficiencies identified in Step 2 have not improved, the unit member may receive a written warning. The supervisor shall prepare and send a written warning letter to the bargaining unit member and the CSEA Chapter President or designee. The letter shall consist of the unit member's specific deficient performance and further direction for improvements. The written warning shall not include incidents or deficiencies that were not discussed in the Step 2 level. Documentation of the written warning shall be placed in the unit member's personnel file.

Step 4 – Letter of Reprimand. If deficiencies identified in Step 3 have not improved, the unit member's immediate supervisor may prepare a written letter of reprimand and send the letter to the unit member and the CSEA Chapter President or designee. The letter of reprimand shall outline those specific areas or incidents of the unit member's deficient performance and a written improvement plan where appropriate for deficiencies of job performances. The letter of reprimand shall not include any incidents or deficiencies that were not included in the Step 3 level. The Letter of Reprimand shall not be placed in the unit member's personnel file until he or she has been given thirty (30) working days to respond.

Step 5 – Suspension. If deficiencies identified in Step 4 have not improved, the immediate supervisor may make a recommendation to the Vice Chancellor of Human Resources or designee that the unit member's deficient performance may warrant a suspension without pay for a period not to exceed five (5) days, as deemed appropriate. Copies of the recommendation shall be sent to the unit member and the CSEA Chapter President and placed in the unit members' personnel file. A notice of the suspension shall be prepared and subject to the disciplinary procedures outlined below in Procedures for Disciplinary Action and Appeal.

Step 6 – Further Action. If deficiencies identified in Step 5 have not improved after the above procedures have been followed, the Vice Chancellor of Human Resources or designee may recommend further

disciplinary action be taken against the unit member. Additional discipline may include: demotion, suspension, reduction in hours, transfer or reassignment without the unit member's voluntary consent, written reprimand, or termination. Copies of the recommendation shall be sent to the unit member and the CSEA Chapter President. A notice of the recommendation for further action shall be prepared and subject to the disciplinary procedures outlined below in Procedures for Disciplinary Action and Appeal and placed in the unit members' personnel file.

Additional discipline may include: demotion, suspension, reduction in hours, transfer or reassignment without the unit member's voluntary consent, written reprimand, or termination.

Procedure for Disciplinary Action and Appeal

The District may, for disciplinary purposes, may demote, suspend, demote ~~reduce hours, transfer or reassign without the unit member's voluntary consent,~~ or terminate ~~any~~ employee holding a position in the classified ~~service~~ unit. Demotion shall include reduction in pay from a step within the class to one or more lower steps.

For classified employees demoted, suspended, ~~demoted or discharged~~ reduction in hours, transfer or reassign, or terminated the District shall follow a pre-~~disciplinary~~ disciplinary procedure as follows:

~~Notice of Intent~~

Due Process

Whenever disciplinary action is being proposed against a unit member, the District ~~intends to suspend an employee~~ must comply with the procedural due process requirements. A unit member shall be given a written notice of discipline, demote the employee, or dismiss the employee, the employee shall be given a written notice of discipline which sets forth the following:

- ~~• The disciplinary action intended:~~
- ~~• The specific charges upon which the action is based:~~
- ~~• A factual summary of the grounds upon which the charges are based:~~
- ~~• A copy of all written materials, reports, or documents upon which the discipline is based:~~
- ~~• Notice of the employee's right to respond to the charges either orally or in writing to the appropriate manager:~~
- ~~• The date, time and person before whom the employee may respond in no less than five working days:~~
- ~~• Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.~~

~~Response by Employee~~

~~The employee shall have the right to respond to the appropriate manager orally or in writing. The employee shall have a right to be represented at any meeting set to hear the employee's response. In cases of suspensions, demotions, or dismissal, the employee's response will be considered before final action is taken.~~

~~Final Notice~~

~~After the response or the expiration of the employee's time to respond to the notice of intent, the appropriate authority shall:~~

- ~~1. dismiss the notice of intent and take no disciplinary action against the employee; or~~

- ~~2. modify the intended disciplinary action; or~~
 - ~~3. prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:~~
 - ~~a. The disciplinary action taken;~~
 - ~~a. The effective date of the disciplinary action taken;~~
 - ~~a. Specific charges upon which the action is based;~~
 - ~~a. A factual summary of the facts upon which the charges are based;~~
 - ~~a. The written materials reports and documents upon which the disciplinary action is based;~~
 - ~~a. The employee's right to appeal.~~
- Notice of the proposed action.
 - Cause for the action.
 - A statement of the charges signed by the Vice Chancellor of Human Resources or designee setting forth in clear and understandable language the specific act(s), error(s), or omission(s) giving rise to the charges.
 - A copy of all materials including statements on which the district relied upon preparing the notice of intent to discipline.
 - Copies of any sections of this contract, rules, regulations, or laws which are alleged to have been violated.
 - Notice of the right to respond to the charges either verbally or in writing prior to imposed discipline.
 - The right to representation at all phases of the disciplinary process, and
 - Statement of the employee's right to hearing(s).

Appeal and Request for Hearing

~~If a classified employee, having been issued the final notice of disciplinary action, wants to appeal the action, he/she shall within ten calendar days from the date of receipt of the notice, appeal to the Board of Trustees by filing a written answer to the charges and a request for hearing with the **[designate position]**.~~

~~Time for Hearing~~

~~The Board of Trustees shall, within a reasonable time from the filing of the appeal, commence the hearing. The Board may conduct the hearing itself, or it may secure the services of an experienced hearing officer or Administrative Law Judge, mutually selected by the District and the employee, to conduct a hearing and render a proposed decision for consideration by the Board. However, in every case, the decision of the Board itself shall be final. The Board of Trustees may affirm, modify or revoke the discipline. Any employee, having filed an appeal with the Board and having been notified of the time and place of the hearing, who fails to make an appearance before the Board, may be deemed to have abandoned his/her appeal. In this event, the Board may dismiss the appeal.~~

~~Record of Proceedings and Costs~~

~~All disciplinary appeal hearings may, at the discretion of either party or the Board of Trustees, be recorded by a court reporter. Any hearing which does not utilize a court reporter shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter.~~

~~Conduct of the Hearing~~

- ~~• The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.~~
- ~~• Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.~~
- ~~• Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.~~
- ~~• The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.~~
- ~~• Irrelevant and unduly repetitious evidence may be excluded.~~
- ~~• The Board shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.~~
- ~~• During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.~~

~~Burden of Proof~~

~~In a disciplinary appeal the District has the burden of proof by preponderance of the evidence.~~

~~Proceed with Hearing or Request for Continuance~~

~~Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated.~~

~~Testimony under Oath~~

~~All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:~~

~~"Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?"~~

~~Presentation of the Case~~

~~The hearing shall proceed in the following order unless the Board of Trustees, for special reason, directs otherwise:~~

- ~~• The party imposing discipline (District) shall be permitted to make an opening statement.~~
- ~~• The appealing party (employee) shall be permitted to make an opening statement.~~
- ~~• The District shall produce its evidence.~~
- ~~• The party appealing from such disciplinary action (employee) may then offer their evidence.~~
- ~~• The District followed by the appealing party (employee) may offer rebutting evidence.~~
- ~~• Closing arguments shall be permitted at the discretion of the Board of Trustees.~~

~~The party with the burden of proof shall have the right to go first and to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the~~

~~submission of written briefs. After the request for submittal of written briefs, the Board will determine whether to allow the parties to submit written briefs and determine the number of pages of briefs.~~

~~Procedure for the Parties~~

~~The District representative and the employee representative will address their remarks, including objections, to the President of the Board. Objections may be ruled upon summarily or argument may be permitted. The Board reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representative shall continue with the presentation of their case.~~

~~Right to Control Proceedings~~

~~While the parties are generally free to present their case in the order that they prefer, the Board reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct Questioning of witnesses.~~

~~Hearing Demeanor and Behavior~~

~~All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity, or personal behavior of their adversaries or members of the Board of Trustees.~~

~~Deliberation Upon the Case~~

~~The Board of Trustees should consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching their decision. The Board may deliberate at the close of the hearing or at a later fixed date and time. In those cases where the Board has received a proposed decision from a hearing officer or Administrative Law Judge, the proposed decision, the record of the hearing and all documentary evidence shall be available for review by the Board when it deliberates.~~

~~Written Findings, Conclusion, and Decision~~

Right to a Pre-Disciplinary Meeting (Skelly Conference). The "notice of proposed discipline" shall inform the unit member of his/her right to request a pre-disciplinary meeting (Skelly Conference) prior to the imposition of the discipline. In the event of the unit member's timely request of a pre-disciplinary meeting (Skelly Conference), such a meeting shall be held no sooner than (5) days but within a reasonable period of time of upon the unit member's request. At such a meeting the unit member shall be granted a reasonable opportunity, either in person or in writing, to make any representations the unit member believes are relevant to the case and put forth any information as to why the intended action should not proceed.

If a pre-disciplinary hearing is held, the District shall provide the CSEA President or designee and unit member with a written notification of the Skelly Officer's recommendation to either continue, amend, reduce, or dismiss the proposed discipline within ten (10) days.

Subject to the outcome of the pre-disciplinary hearing (Skelly) referenced above, the discipline will commence following the outcome of that pre-disciplinary hearing (Skelly) or, if no pre-disciplinary hearing (Skelly) is requested, on the sixth calendar day following receipt of this notice. If unit member timely request an evidentiary hearing, as addressed above, such a hearing would occur following the commencement of discipline.

Right to an Evidentiary Hearing. The "Notice of Proposed Discipline" shall inform the unit member of his/her right to

request an evidentiary hearing after a decision is provided resulting from the pre-disciplinary meeting (Skelly Conference). Unit members' have the right, upon request, to an evidentiary hearing before the disciplinary action is final.

Such request for an evidentiary hearing must be made in writing within five (5) days from receipt of the "Notice of

Proposed Discipline" and must be actually received by the Vice Chancellor of Human Resources or designee no later

than five (5) days after notice is delivered. If the unit member requests an evidentiary hearing within the five (5) day

period, at such hearing the unit member will be provided an opportunity to present oral and/or documentary evidence,

confront and cross examine witnesses and to represented by a representative of his/her choice. No evidentiary hearing

shall be held unless written notice is delivered to the Vice Chancellor of Human Resources or designee within five (5)

days of the date this notice is served on the unit member.

Failure to file a timely request for an evidentiary hearing waives the unity members' right to an evidentiary hearing and

no hearing will be held.

Member's Right During an Evidentiary Hearing.

- Evidentiary Hearing: All evidentiary hearings shall be conducted by a neutral hearing officer who shall be mutually agreed upon within twenty (20) days by the District and CSEA Association. In the event the parties are unable to reach an agreement on the hearing officer within twenty (20) days from the date of the request for the hearing, a request for a list of five (5) qualified hearing officers will be submitted to the California Mediation and Conciliation Service by the District. The Hearing Officer will be selected from the aforementioned list by alternate strike off. The first strike off will be determined by chance then each party will strike one name from the list until only one name remains. The remaining hearing officer will conduct the hearing. The hearing shall be conducted under rules of procedure established by the hearing officer which are consistent with the law. Both the District and CSEA Association shall have the right to call witnesses, introduce evidence, cross examine any witness, and make motions or objections to the proceedings. All hearings shall be closed to the public unless the affected unit member specifically requests that the hearing be open to the public.
- Witnesses and Evidence: The hearing officer shall have the authority to compel the production of such witnesses and evidence as may be necessary to ensure that the bargaining unit member's due process rights are protected. The technical rules of evidence shall not apply. Hearsay evidence may be submitted to support direct evidence, but may not be sufficient standing alone to support a finding
- Following the Evidentiary Hearing, the Hearing Officer shall render his or her findings, and decision, which shall be served on both parties. The Hearing Officer's decision is a recommendation only and is not

binding.

- : Unit member have the right to an evidentiary hearing before a neutral hearing officer; however, the Governing Board's determination of the sufficiency of the cause of disciplinary action shall be conclusive.

Decision of the Board to be Final

The ~~Board~~ decision of the Board of Trustees in all cases shall be final. The Board may sustain or reject any or all of the charges filed against the employee. The Board may sustain, reject or modify the disciplinary action invoked against the employee. In those cases where the Board has received a proposed decision from a hearing officer or Administrative Law Judge, the Board may adopt the proposed decision, modify the proposed decision or render ~~its findings, conclusions and decision as soon after the conclusion of the hearing as possible. A finding must be made by the Board on each material issue. The Board may sustain or reject any or all of the charges filed against the employee. The Board may sustain, reject or modify the disciplinary action invoked against the employee. In those cases where the Board~~ a new decision. If the Board recommends reinstatement of the terminated employee, the employee is only entitled to back pay minus the sum the employee has received a proposed decision from a hearing officer or Administrative Law Judge, the Board may adopt the proposed decision, modify the proposed decision or render a new decision. If the Board recommends reinstatement of the terminated employee, the employee is only entitled to back pay minus the sum the employee has earned during the period of absence.

~~**Decision of the Board to be Final**~~

~~The decision of the Board of Trustees in all cases shall be final.~~

~~**Emergency Suspension**~~

~~If an employee's conduct presents an immediate threat to the health and safety of the employee or others, the employee may be suspended without compliance with the provisions this procedure. However, as soon as possible after suspension, the employee shall be given notice as set forth herein.~~

Record Filed

When final action is taken, the documents shall be placed in the employee's personnel file.

References:

Education Code Section 88013;

Government Code Sections 3300 et seq.

Attachments:

No Attachments

Approval Signatures

Step Description	Approver	Date
Chapter owners are notified	Kristina Hannon	03/2018

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Stacey K. Nikac, Senior Executive Assistant

DATE: December 13, 2018

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.

INSTITUTIONAL VALUES

I. Institutional Effectiveness

FINANCIAL IMPLICATIONS

None.

Caring Hands Applause Cards - December 2018

LAST NAME	FIRST NAME	DIV/DEPT/OFFICE	Details of the Service	Recognized By
DISTRICT				
Baron	Bruce	Chancellor	Applause to Chancellor Bruce Baron for facilitating a very successful transition to a new President and a new VPI for Crafton Hills College.	Denise Allen-Hoyt
Baron	Bruce	Chancellor	Bruce has demonstrated great leadership in working to find Crafton a new administration. He put forward a solid plan and fostered a process to gain new leadership.	Mark McConnell
Diggle	Virginia	Business Services	Thank you for your exceptional service regarding contract process and all my questions with Oracle. You are appreciated!	Michelle Cole
Harris	James	TESS	James, Thank you so much for being so kind and helpful.	Brittany Sysawang
Limoges	Kevin	TESS	Kevin, Thank you so much for being helpful when setting up for our huge meeting.	Brittany Sysawang
Malone	Arliss	Payroll	Thank you, Arliss, for making the extra effort. I appreciate it!	Corrina Baber
Parada	Osman	TESS	Osman, thank you so much for being so dependable and helpful at all times.	Brittany Sysawang
Robles	Roger	TESS	Roger, Thank you so much for being proactive and helpful at all times.	Brittany Sysawang
Rychevic	Susan	TESS	For all your continued support with Oracle and helping answer any questions I may have. I appreciate all the help!	Michelle Cole
Sims	Jeremy	TESS	Jeremy, Thank you for always taking care of us here at EDCT. Your help and guidance has been very helpful.	Brittany Sysawang
Vasquez	Timothy	EDCT	Tim, thank you for being so kind and helpful at all times.	Brittany Sysawang

Caring Hands Applause Cards - December 2018

CRAFTON HILLS COLLEGE				
Almanza	Jeremiah	Custodial	Jeremiah is an amazing co-worker. Besides his hard work, his positivity and warmth are the best parts of my morning. He is always there to lend a hand and a smile. Jeremiah makes our college better by being a part of it.	Brandice Mello
Bender	Mary	Career Education	Don't know what we'd do without her. Simple as that!	Fire Academy
Bryson	Rich	Maintenance	Thank you for all of your help in setting up and breaking down for the Wa'at event. Thanks to your help, the event was a success and the kids enjoyed their lunches!	Carrie Audet
DiPonio	Gwen	English	The Hispanic Heritage Committee applauds Gwen Diponio, who graciously emceed our Latino panel discussion. We appreciate her help to make our Fall 2018 events honoring the Hispanic community a success.	Susana de la Pena
Dower	Kelli	Office of Instruction	Thank you for your help in coordinating classrooms for the Wa'at event. We appreciate your cooperation in making them available for the students and supporting our continued partnership with San Manuel.	Carrie Audet
Juarez	Sylvia	Guardian Scholars	The Hispanic Heritage Committee applauds Sylvia Juarez, who graciously assisted with our student loteria game. We appreciate her help to make our Fall 2018 events honoring the Hispanic community a success.	Susana de la Pena
Miller	William	DSPS	For showing dedication to the success of students!	Frances Southerland

Caring Hands Applause Cards - December 2018

Muse	William	Office of Instruction	Thank you for your help in coordinating the Wa'at event. We appreciate your cooperation in making the classrooms available for the elementary students and supporting our continued partnership with San Manuel.	Carrie Audet
Pompa	Rebecca	Facilities	Always extremely friendly and helpful. Responds quickly and accommodates our last-minute requests.	Fire Academy
Pompa	Rebecca	Facilities	Thank you for your help with coordinating the facilities and locations for the Wa'at event this year. It wouldn't be a success without your assistance and willingness to help and you are much appreciated!	Carrie Audet
Southland	Frances	CHC Test Center	Frances is incredibly accommodating for the exam and went above and beyond to ensure that I was comfortable for my test. I have insane test anxiety and thanks to her it was quite subdued. I felt very comfortable, almost at home.	Jacob Bowe
Strong	Mike	Administrative Services	Mike works tirelessly for CHC. He always puts students first in all his decisions and does a fantastic job overseeing the budget. I appreciate your support and guidance. CHC is lucky to have such a wonderful vice president!	Audre Levy
Veloni	Shane	Technology Services	Thanks again for your help in setting up for the San Manuel Wa'at event this year. I appreciate your extra help when needed and being able to count on you for our A/V needs, even if that includes tape!	Carrie Audet

Caring Hands Applause Cards - December 2018

Wilson	Debbie	Counseling	Debbie has demonstrated that she has the heart and passion for under-represented students. She is to be commended for demonstrating the EOPS spirit of "going over, above, and in addition to" to support students.	Rejoice Chavira
SAN BERNARDINO VALLEY COLLEGE				
Fisher	Darrell	Custodial	For your consideration, Darrell Fisher has been assigned to the first floor Business building for several months. He is hard working, meticulous and accountable. We are pleased he is working in our building.	Vivian Marquez
Grotke	Angela	Social Science Division	Thank you so much for always helping out with the Concession Stand during our Football Games. All the time you have put in is greatly appreciated. Thank you for being part of our team.	Judy Rodriguez
Guillen	Ernest	Library and Learning Services	Thank you for always being willing to help out and for all of your work in the Concession Stand during our Football Games. Happy to have you as part of our team.	Judy Rodriguez
Kracher	Gloria	Custodial	You always go above and beyond in all you do on this campus. Thank you for all of countless hours and hard work you have put into the Concession Stand for Classified Senate and for always being willing to help everyone.	Judy Rodriguez
Kracher	Gloria	Custodial	Oh my goodness 20 students from Van Nuys High visited our facility 11/1/2018. Our department did not have any handouts for the students. Mentioned this to Gloria and "WOW" the support was outstanding. She went out her way!!!	Berchman Melancon

Caring Hands Applause Cards - December 2018

Luke	Dr. Craig	First Year Experience	I want to thank you for all the help and support you've given me. You have made the transition from high school, to college easier for me. I am extremely grateful for everything you do.	Moleka Miramontes
Martinez	Anabel	Campus Business Office	Thank you for helping out with the Classified Senate Dia de Los Muertos Fundraiser. You are a great asset to our team.	Judy Rodriguez

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Lawrence P. Strong, Director of Fiscal Services
DATE: December 13, 2018
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 2018-19 fiscal year through November 15, 2018. As of that date, SBCCD was 37.8% through the fiscal year and had spent and/or encumbered approximately 34.8% of its budgeted general fund.

ANALYSIS

While year to date revenue and/or expenditure percentages often vary from the percentage of fiscal year elapsed, all funds are expected to remain within the 2018-19 budget unless noted here. For explanations of any significant variances in year to date revenues/expenditures from fiscal year elapsed, please see the attached summary.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

There are no financial implications associated with this board item.



Budget Revenue & Expenditure Summary

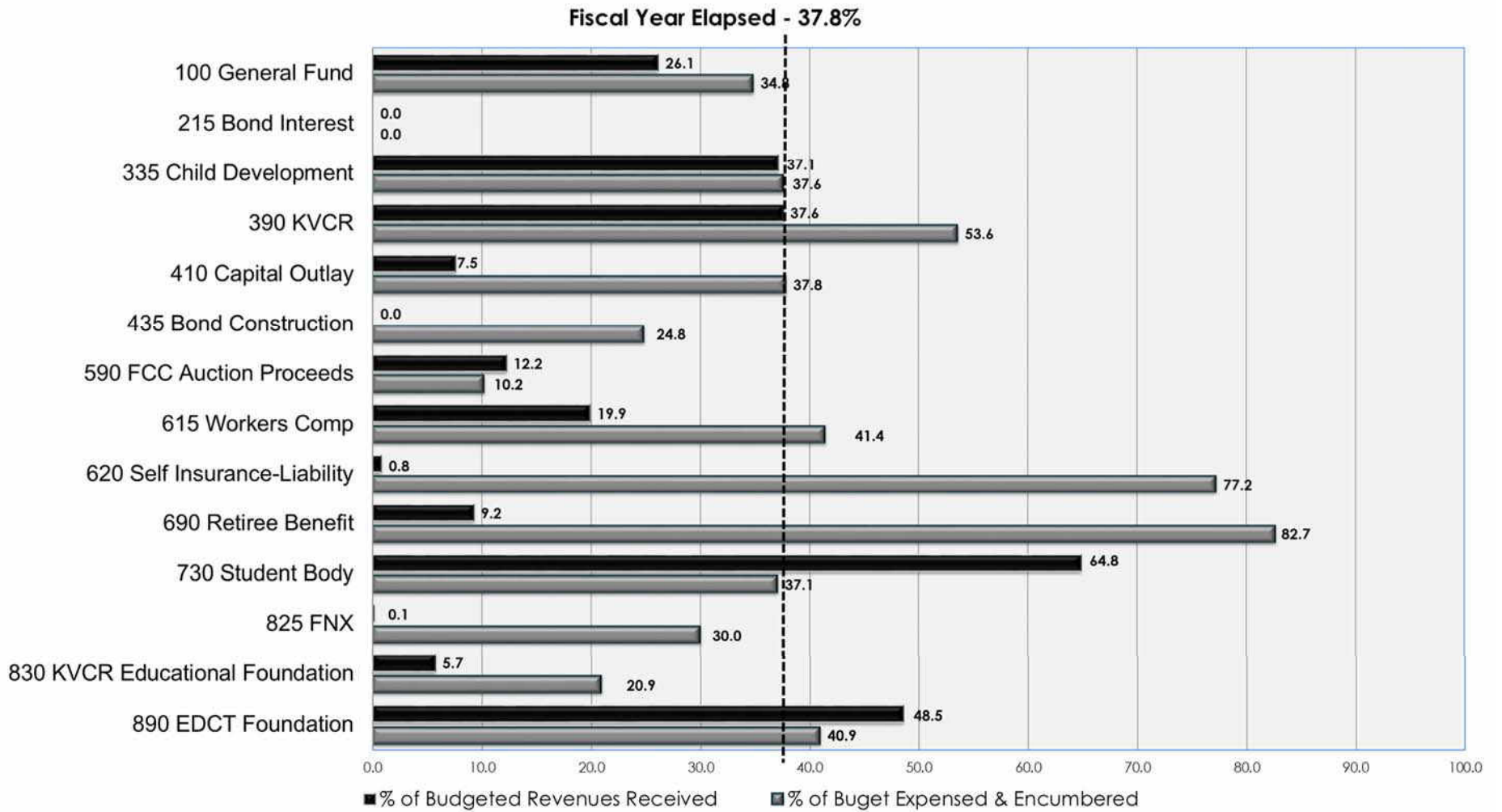
Year to Date 11/15/2018

	37.8% of Fiscal Year Elapsed						COMMENTS
	REVENUES			EXPENDITURES			
	Budget	Received YTD		Budget	Expensed/ Encumbered YTD		
100 General Fund	\$158,431,607	\$ 41,359,343	26.1%	\$163,220,753	\$ 56,813,388	34.8%	
215 Bond Interest & Redemption	\$ 25,703,480	\$ -	0.0%	\$ 29,169,261	\$ -	0.0%	Taxes are determined and collected by the County for bond measures; SBCCD does not control this fund.
335 Child Development	\$ 3,199,174	\$ 1,186,837	37.1%	\$ 3,199,174	\$ 1,202,634	37.6%	
390 KVCR	\$ 4,903,772	\$ 1,842,174	37.6%	\$ 4,903,331	\$ 2,626,186	53.6%	Encumbrances total \$1.5million.
410 Capital Outlay Projects	\$ 1,636,671	\$ 123,243	7.5%	\$ 6,257,694	\$ 2,366,883	37.8%	RDA revenue posted by the County (expected in 2 large transactions posting January and June)
435 Bond Construction	\$ -	\$ 15,209	n/a	\$ 6,072,778	\$ 1,507,091	24.8%	
590 FCC Auction Proceeds	\$ 4,000,000	\$ 488,501	12.2%	\$ 65,227,904	\$ 6,628,651	10.2%	Transactions for FCC Transition and Commerical Property Investment are still being finalized.
615 Workers Compensation	\$ 1,257,000	\$ 249,611	19.9%	\$ 1,257,000	\$ 520,806	41.4%	Revenue posted one month in arrears.
620 Self Insurance-Liability	\$ 550,000	\$ 4,147	0.8%	\$ 785,000	\$ 606,175	77.2%	FY2019 Insurance payment of \$516,488. Interfund transfer-in is in process.
690 Retiree Benefit	\$ 405,000	\$ 37,339	9.2%	\$ 305,700	\$ 252,672	82.7%	Revenue posted one month in arrears. \$165k life insurance premium payment posted in October.
730 Student Body Center Fee	\$ 294,700	\$ 191,003	64.8%	\$ 294,700	\$ 109,281	37.1%	Student fees collected at the start of the term.
825 FNX	\$ 3,018,000	\$ 3,247	0.1%	\$ 3,188,711	\$ 956,129	30.0%	Revenue will be received once the new grant agreement finalized.
830 KVCR Educational Foundation	\$ 3,472,291	\$ 197,254	5.7%	\$ 3,472,253	\$ 726,579	20.9%	Revenue for September and October not yet posted.
890 EDCT Foundation	\$ 503,766	\$ 244,253	48.5%	\$ 503,766	\$ 206,123	40.9%	\$220,000 District support received in September.



Budget Revenue & Expenditure Summary

Year to Date 11/15/2018





Oracle Encumbrance Report

Year to Date 11/15/2018

Fund	Title	Type	Encumbered
100	General Fund	Expense	17,579,932
215	Bond Interest	Expense	-
335	Child Development	Expense	159,856
390	KVCR	Expense	1,561,385
410	Capital Outlay	Expense	1,465,524
435	Bond Construction	Expense	729,611
590	FCC Auction Proceeds	Expense	4,774,288
615	Worker's Comp.	Expense	112,397
620	Self-Insurance - Liability	Expense	60,666
690	Retiree Benefit	Expense	-
730	Student Body Center Fee	Expense	15,230
825	FNX	Expense	432,744
830	KVCR Educational Foundation	Expense	312,302
890	EDCT Foundation	Expense	61,900

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

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)	2,578,672.48	126,067.63	126,067.63	4.89%	(19,413.07)	2,472,017.92	95.86%
Other State Revenue (860000 to 869999)	105,487,002.01	31,867,781.24	31,867,781.24	30.21%	885,334.07	72,733,886.70	68.95%
Other Local Revenue (880000 to 889999)	38,774,878.23	9,366,381.40	9,366,381.40	24.16%	(868,296.95)	30,276,793.78	78.08%
All Other Financing Sources (890000 to 897999)	9,591,054.00	1,488.30	1,488.30	0.02%	-	9,589,565.70	99.98%
Interfund Transfers In (898000 to 898999)	2,000,000.00	0.00	0.00	0.00%	-	2,000,000.00	100.00%
Total Revenue	158,431,606.72	41,361,718.57	41,361,718.57		(2,375.95)	117,072,264.10	
Expenditure							
Certificated Salary (100000 to 199999)	48,706,929.06	14,573,840.22	14,573,840.22	29.92%	-	34,133,088.84	70.08%
Classified Salary (200000 to 299999)	34,910,891.84	11,757,128.69	11,757,128.69	33.68%	-	23,153,763.15	66.32%
Employee Benefit (300000 to 399999)	27,397,319.46	8,526,491.70	8,526,491.70	31.12%	-	18,870,827.76	68.88%
Books and Supplies (400000 to 499999)	3,395,586.27	276,337.33	276,337.33	8.14%	5,664.03	3,113,584.91	91.70%
Services and Operating Expenditures (500000 to 599999)	33,069,358.77	3,338,248.95	3,338,248.95	10.09%	759,678.13	28,971,431.69	87.61%
Capital Outlay (600000 to 699999)	4,400,654.37	497,219.59	497,219.59	11.30%	261,852.82	3,641,581.96	82.75%
Interfund Transfers Out (730000 to 739999)	770,000.00	220,000.00	220,000.00	28.57%	-	550,000.00	71.43%
Other Financing Uses (740000 to 769999)	10,570,012.79	44,189.70	44,189.70	0.42%	1,390,432.00	9,135,391.09	86.43%
Total Expenditure	163,220,752.56	39,233,456.18	39,233,456.18		2,417,626.98	121,569,669.40	
Total Fund 01 GENERAL FUND	(4,789,145.84)	2,128,262.39	2,128,262.39		(2,420,002.93)	(4,497,405.30)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

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)	225,744.00	0.00	0.00	0.00%	-	225,744.00	100.00%
Other Local Revenue (880000 to 889999)	25,477,736.00	0.00	0.00	0.00%	-	25,477,736.00	100.00%
Total Revenue	25,703,480.00	0.00	0.00		-	25,703,480.00	
Expenditure							
Other Financing Uses (700000 to 729999)	29,169,261.00	0.00	0.00	0.00%	-	29,169,261.00	100.00%
Total Expenditure	29,169,261.00	0.00	0.00		-	29,169,261.00	
Total Fund 21 BOND INTEREST AND REDEMPTIONF	(3,465,781.00)	0.00	0.00		-	(3,465,781.00)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

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)	336,670.99	0.00	0.00	0.00%	-	336,670.99	100.00%
Other Local Revenue (880000 to 889999)	1,300,000.00	123,242.68	123,242.68	9.48%	-	1,176,757.32	90.52%
Total Revenue	1,636,670.99	123,242.68	123,242.68		-	1,513,428.31	
Expenditure							
Classified Salary (200000 to 299999)	210,085.69	70,028.56	70,028.56	33.33%	-	140,057.13	66.67%
Employee Benefit (300000 to 399999)	84,435.60	28,054.22	28,054.22	33.23%	-	56,381.38	66.77%
Services and Operating Expenditures (500000 to 599999)	1,108,036.99	113,435.60	113,435.60	10.24%	276,354.74	718,246.65	64.82%
Capital Outlay (600000 to 699999)	4,855,136.00	689,840.23	689,840.23	14.21%	113,834.95	4,051,460.82	83.45%
Total Expenditure	6,257,694.28	901,358.61	901,358.61		390,189.69	4,966,145.98	
Total Fund 41 CAPITAL OUTLAY PROJECTS FUND	(4,621,023.29)	(778,115.93)	(778,115.93)		(390,189.69)	(3,452,717.67)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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 = !51,169; Suppress Net Zero Accounts = Yes; Default Column Order = No; Display Columns FTR = GL Status

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

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)	0.00	15,208.92	15,208.92	100.00%	-	(15,208.92)	0.00%
Total Revenue	0.00	15,208.92	15,208.92		-	(15,208.92)	
Expenditure							
Services and Operating Expenditures (500000 to 599999)	250,000.00	(1,736.50)	(1,736.50)	(0.69%)	-	251,736.50	100.69%
Capital Outlay (600000 to 699999)	5,822,777.63	779,216.16	779,216.16	13.38%	6,120.00	5,037,441.47	86.51%
Total Expenditure	6,072,777.63	777,479.66	777,479.66		6,120.00	5,289,177.97	
Total Fund 42 REVENUE BOND CONSTRUCTION FUN	(6,072,777.63)	(762,270.74)	(762,270.74)		(6,120.00)	(5,304,386.89)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 59 ENTERPRISE FUND-FCC AUCTION							
Revenue							
Other Local Revenue (880000 to 889999)	6,400,000.00	488,501.45	488,501.45	7.63%	-	5,911,498.55	92.37%
Interfund Transfers In (898000 to 898999)	2,000,000.00	0.00	0.00	0.00%	-	2,000,000.00	100.00%
Total Revenue	8,400,000.00	488,501.45	488,501.45		-	7,911,498.55	
Expenditure							
Services and Operating Expenditures (500000 to 599999)	2,852,210.00	68,986.50	68,986.50	2.42%	-	2,783,223.50	97.58%
Capital Outlay (600000 to 699999)	57,320,694.00	235,376.76	235,376.76	0.41%	281,210.91	56,804,106.33	99.10%
Other Financing Uses (700000 to 729999)	2,000,000.00	0.00	0.00	0.00%	-	2,000,000.00	100.00%
Interfund Transfers Out (730000 to 739999)	3,055,000.00	1,550,000.00	1,550,000.00	50.74%	-	1,505,000.00	49.26%
Total Expenditure	65,227,904.00	1,854,363.26	1,854,363.26		281,210.91	63,092,329.83	
Total Fund 59 ENTERPRISE FUND-FCC AUCTION	(56,827,904.00)	(1,365,861.81)	(1,365,861.81)		(281,210.91)	(55,180,831.28)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

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)	405,000.00	27,030.00	27,030.00	6.67%	10,308.80	367,661.20	90.78%
Total Revenue	405,000.00	27,030.00	27,030.00		10,308.80	367,661.20	
Expenditure							
Employee Benefit (300000 to 399999)	305,700.00	252,672.06	252,672.06	82.65%	-	53,027.94	17.35%
Total Expenditure	305,700.00	252,672.06	252,672.06		-	53,027.94	
Total Fund 68 RETIREE BENEFIT FUND	<u>99,300.00</u>	<u>(225,642.06)</u>	<u>(225,642.06)</u>		<u>10,308.80</u>	<u>314,633.26</u>	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

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)	545,440.00	55,608.13	55,608.13	10.20%	-	489,831.87	89.80%
Other State Revenue (860000 to 869999)	2,448,534.00	1,099,069.90	1,099,069.90	44.89%	-	1,349,464.10	55.11%
Other Local Revenue (880000 to 889999)	205,200.00	32,159.22	32,159.22	15.67%	-	173,040.78	84.33%
Total Revenue	3,199,174.00	1,186,837.25	1,186,837.25		-	2,012,336.75	
Expenditure							
Classified Salary (200000 to 299999)	1,772,891.34	711,863.98	711,863.98	40.15%	-	1,061,027.36	59.85%
Employee Benefit (300000 to 399999)	798,209.97	265,953.01	265,953.01	33.32%	-	532,256.96	66.68%
Books and Supplies (400000 to 499999)	291,194.49	61,065.12	61,065.12	20.97%	2,383.86	227,745.51	78.21%
Services and Operating Expenditures (500000 to 599999)	129,408.72	400.00	400.00	0.31%	-	129,008.72	99.69%
Capital Outlay (600000 to 699999)	207,469.51	3,495.96	3,495.96	1.69%	-	203,973.55	98.31%
Total Expenditure	3,199,174.03	1,042,778.07	1,042,778.07		2,383.86	2,154,012.10	
Total Fund 72 CHILD DEVELOPMENT FUND	(0.03)	144,059.18	144,059.18		(2,383.86)	(141,675.35)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

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)	294,700.00	191,003.05	191,003.05	64.81%	-	103,696.95	35.19%
Total Revenue	294,700.00	191,003.05	191,003.05		-	103,696.95	
Expenditure							
Classified Salary (200000 to 299999)	173,291.82	69,480.88	69,480.88	40.09%	-	103,810.94	59.91%
Employee Benefit (300000 to 399999)	64,078.50	23,634.14	23,634.14	36.88%	-	40,444.36	63.12%
Books and Supplies (400000 to 499999)	12,500.00	935.61	935.61	7.48%	-	11,564.39	92.52%
Services and Operating Expenditures (500000 to 599999)	19,581.20	0.00	0.00	0.00%	-	19,581.20	100.00%
Capital Outlay (600000 to 699999)	25,248.50	0.00	0.00	0.00%	-	25,248.50	100.00%
Total Expenditure	294,700.02	94,050.63	94,050.63		-	200,649.39	
Total Fund 73 STUDENT BODY CENTER FEE FUND	(0.02)	96,952.42	96,952.42		-	(96,952.44)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

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)	1,799,452.63	92,173.70	92,173.70	5.12%	-	1,707,278.93	94.88%
Interfund Transfers In (898000 to 898999)	3,104,319.00	1,750,000.00	1,750,000.00	56.37%	-	1,354,319.00	43.63%
Total Revenue	4,903,771.63	1,842,173.70	1,842,173.70		-	3,061,597.93	
Expenditure							
Classified Salary (200000 to 299999)	1,895,760.34	724,755.97	724,755.97	38.23%	-	1,171,004.37	61.77%
Employee Benefit (300000 to 399999)	623,161.26	205,469.85	205,469.85	32.97%	-	417,691.41	67.03%
Books and Supplies (400000 to 499999)	33,250.00	2,154.31	2,154.31	6.48%	100.00	30,995.69	93.22%
Services and Operating Expenditures (500000 to 599999)	2,218,159.47	128,956.31	128,956.31	5.81%	14,560.00	2,074,643.16	93.53%
Capital Outlay (600000 to 699999)	133,000.00	3,464.16	3,464.16	2.60%	10,055.39	119,480.45	89.83%
Total Expenditure	4,903,331.07	1,064,800.60	1,064,800.60		24,715.39	3,813,815.08	
Total Fund 74 KVCR FUND	440.56	777,373.10	777,373.10		(24,715.39)	(752,217.15)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

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)	2,871,609.62	197,253.54	197,253.54	6.87%	-	2,674,356.08	93.13%
Interfund Transfers In (898000 to 898999)	600,681.00	0.00	0.00	0.00%	-	600,681.00	100.00%
Total Revenue	3,472,290.62	197,253.54	197,253.54		-	3,275,037.08	
Expenditure							
Classified Salary (200000 to 299999)	545,177.74	114,914.10	114,914.10	21.08%	-	430,263.64	78.92%
Employee Benefit (300000 to 399999)	187,057.86	37,140.42	37,140.42	19.86%	-	149,917.44	80.14%
Books and Supplies (400000 to 499999)	35,000.00	628.16	628.16	1.79%	-	34,371.84	98.21%
Services and Operating Expenditures (500000 to 599999)	986,517.62	61,594.55	61,594.55	6.24%	3,225.60	921,697.47	93.43%
Capital Outlay (600000 to 699999)	18,500.00	0.00	0.00	0.00%	-	18,500.00	100.00%
Interfund Transfers Out (730000 to 739999)	1,700,000.00	200,000.00	200,000.00	11.76%	-	1,500,000.00	88.24%
Total Expenditure	3,472,253.22	414,277.23	414,277.23		3,225.60	3,054,750.39	
Total Fund 76 KVCR EDUCATIONAL FOUNDATION	37.40	(217,023.69)	(217,023.69)		(3,225.60)	220,286.69	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

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)	0.00	4,146.98	4,146.98	100.00%	-	(4,146.98)	0.00%
Interfund Transfers In (898000 to 898999)	550,000.00	0.00	0.00	0.00%	-	550,000.00	100.00%
Total Revenue	550,000.00	4,146.98	4,146.98		-	545,853.02	
Expenditure							
Services and Operating Expenditures (500000 to 599999)	785,000.00	545,508.64	545,508.64	69.49%	-	239,491.36	30.51%
Total Expenditure	785,000.00	545,508.64	545,508.64		-	239,491.36	
Total Fund 78 SELF INSURANCE-LIABILITY&PROP	(235,000.00)	(541,361.66)	(541,361.66)		-	306,361.66	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 79 EDCT FOUNDATION							
Revenue							
Other State Revenue (860000 to 869999)	266,571.00	18,619.44	18,619.44	6.98%	-	247,951.56	93.02%
Other Local Revenue (880000 to 889999)	17,194.67	5,633.17	5,633.17	32.76%	-	11,561.50	67.24%
Interfund Transfers In (898000 to 898999)	220,000.00	220,000.00	220,000.00	100.00%	-	0.00	0.00%
Total Revenue	503,765.67	244,252.61	244,252.61		-	259,513.06	
Expenditure							
Certificated Salary (100000 to 199999)	3,000.00	0.00	0.00	0.00%	-	3,000.00	100.00%
Classified Salary (200000 to 299999)	217,877.66	84,495.54	84,495.54	38.78%	-	133,382.12	61.22%
Employee Benefit (300000 to 399999)	56,599.35	17,150.84	17,150.84	30.30%	-	39,448.51	69.70%
Books and Supplies (400000 to 499999)	40,944.67	3,162.44	3,162.44	7.72%	-	37,782.23	92.28%
Services and Operating Expenditures (500000 to 599999)	54,967.02	17,017.80	17,017.80	30.96%	-	37,949.22	69.04%
Capital Outlay (600000 to 699999)	130,376.98	22,396.24	22,396.24	17.18%	-	107,980.74	82.82%
Total Expenditure	503,765.68	144,222.86	144,222.86		-	359,542.82	
Total Fund 79 EDCT FOUNDATION	(0.01)	100,029.75	100,029.75		-	(100,029.76)	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 82 SCHLRSH&LOAN AGENCY KVCR-FNX							
Revenue							
Other Local Revenue (880000 to 889999)	3,018,000.00	3,247.02	3,247.02	0.11%	-	3,014,752.98	99.89%
Total Revenue	3,018,000.00	3,247.02	3,247.02		-	3,014,752.98	
Expenditure							
Classified Salary (200000 to 299999)	1,232,267.16	339,267.48	339,267.48	27.53%	-	892,999.68	72.47%
Employee Benefit (300000 to 399999)	412,208.78	105,088.72	105,088.72	25.49%	-	307,120.06	74.51%
Books and Supplies (400000 to 499999)	30,800.00	1,907.46	1,907.46	6.19%	288.56	28,603.98	92.87%
Services and Operating Expenditures (500000 to 599999)	1,448,435.00	74,763.78	74,763.78	5.16%	40,985.98	1,332,685.24	92.01%
Capital Outlay (600000 to 699999)	65,000.00	2,357.83	2,357.83	3.63%	-	62,642.17	96.37%
Total Expenditure	3,188,710.94	523,385.27	523,385.27		41,274.54	2,624,051.13	
Total Fund 82 SCHLRSH&LOAN AGENCY KVCR-FNX	(170,710.94)	(520,138.25)	(520,138.25)		(41,274.54)	390,701.85	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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

BEST NET CONSORTIUM
72 - San Bernardino Community College
Budget Summary Report - Summary (From: 7/1/2018 To: 6/30/2019)
Budget Summary for Board Meetings

Major Range Description	Revised Budget	Current Activity	Activity Year To Date	% Activity	Pre/Encumbered Pended Activity	UnEncumbered Balance	% Remaining
Fund 84 WORKERS COMPENSATION FUND							
Revenue							
Other Local Revenue (880000 to 889999)	1,257,000.00	249,611.18	249,611.18	19.86%	-	1,007,388.82	80.14%
Total Revenue	1,257,000.00	249,611.18	249,611.18		-	1,007,388.82	
Expenditure							
Services and Operating Expenditures (500000 to 599999)	1,257,000.00	408,408.85	408,408.85	32.49%	-	848,591.15	67.51%
Total Expenditure	1,257,000.00	408,408.85	408,408.85		-	848,591.15	
Total Fund 84 WORKERS COMPENSATION FUND	<u>0.00</u>	<u>(158,797.67)</u>	<u>(158,797.67)</u>		-	<u>158,797.67</u>	

Criteria: Type = Summary; Budget Status = Revised; Include Accruals = Yes; Negative Balance = 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: Al Jackson, Chief of Police
DATE: December 13, 2018
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 \$55,907 per violation against noncompliant institutions.

ANALYSIS

Monthly Report of Clery Crimes for October 2018 (See attached).

INSTITUTIONAL VALUES

I. Institutional Effectiveness

FINANCIAL IMPLICATIONS

None

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
CLERY ACT CRIMES
September 2018**

ON CAMPUS:

CRAFTON

Case #	Reported	Offense	Reportable Clery Crime	Location	Disposition
18-0420	10/11/2018	VC 10851	Grand Theft Auto	Trail Head	Report Taken

DISTRICT

NO INCIDENTS TO REPORT

VALLEY

Case #	Reported	Offense	Reportable Clery Crime	Location	Disposition
18-0402	10/06/2018	H&S 11364(A)	Possession of Drug Paraphernalia	Admin	Subject Arrested
18-0437	10/17/2018	B&P 25608(a)	Possession of Liquor on School Property	Library	Citation Issued
18-0458	10/19/2018	H&S 11550(A)	Under the influence of Control Substance	Football Field	Subject Arrested
18-0462	10/22/2018	H&S 11364(A)	Possession of Drug Paraphernalia	Football Field	Citation Issued
18-0468	10/23/2018	H&S 11377(A)	Possession of Control Substance	Library	Subject Arrested
18-0482	10/25/2018	VC 10851	Grand Theft Auto	Lot 7	Report Taken

PUBLIC PROPERTY:

CRAFTON

NO INCIDENTS TO REPORT

DISTRICT

NO INCIDENTS TO REPORT

VALLEY

NO INCIDENTS TO REPORT

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees
FROM: Bruce Baron, Chancellor
REVIEWED BY: Jose F. Torres, Executive Vice Chancellor
PREPARED BY: Lawrence P. Strong, Director of Fiscal Services
DATE: December 13, 2018
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 restricted and unrestricted General Fund monthly cash flow analysis for the District.

ANALYSIS

The General Fund cash balance as of June 30, 2019 is estimated to be \$21,114,801.

INSTITUTIONAL VALUES

III. Resource Management for Efficiency, Effectiveness, and Excellence

FINANCIAL IMPLICATIONS

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



General Fund Cash Flow Analysis – Restricted & Unrestricted Fiscal Year 2018-19

(as of November 19, 2018, rounded to the nearest \$1,000)

	PROJECTED												ACCRUALS	TOTAL
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN		
Estimated Beginning Cash Balance	35,917	37,386	34,882	36,454	33,008	30,517	52,468	46,005	37,103	33,773	30,934	29,478		
Receipts														
Federal		-1		130	13	108	22	4	569	191	-218	1,761		2,579
State	6,908	6,209	11,863	6,458	9,413	24,329	7,257	4,586	11,807	7,456	10,585	-1,586		105,287
State Deferrals														
Local	1,664	889	1,600	2,448	3,395	14,393	1,995	1,827	1,356	7,065	4,999	-2,855		38,775
Temporary Borrowings														
Inc Transfer & Sale of Assets				1		10,983					16	591		11,591
Accounts Receivable/Accruals	711	275	645	2,419	75	-757	-144	305	274	102	-1,041	59		2,921
Total Receipts	9,284	7,371	14,108	11,456	12,896	49,057	9,130	6,722	14,006	14,814	14,340	-2,031		161,152
Disbursements														
Academic Salaries	-2	2,021	3,941	4,320	4,465	4,396	4,416	3,952	4,482	4,460	4,449	7,785		48,686
Classified Salaries	2,203	2,483	3,737	2,788	3,014	3,278	2,905	2,840	2,999	2,960	3,021	2,571		34,799
Benefits	1,050	1,771	2,366	2,191	2,220	2,407	2,372	2,326	2,404	2,410	2,434	3,409		27,362
Supplies & Materials	-3	11	81	152	137	58	158	246	145	228	277	1,831		3,322
Other Operating Exp	4	277	1,536	1,098	4,597	4,571	4,704	5,335	5,870	6,253	5,602	-6,716		33,131
Capital Outlay	-1	4	134	223	115	112	48	394	178	141	275	2,736		4,359
Other Outgo			264		842	596	115	507	1,211	1,201	118	6,467		11,321
Longterm Post-Employment Benefits	-6	-1	-2	-17	-1	-1	-3	-1	9	-1	-2	-4		-30
Accounts Payable/Accruals	4,570	3,309	479	4,146	-2	11,689	878	25	36	2	-379	-11,747		13,006
Total Disbursements	7,814	9,876	12,536	14,902	15,387	27,106	15,593	15,623	17,335	17,653	15,797	6,333		175,955
Increase / (Decrease) in Cash Balance	1,469	-2,504	1,572	-3,446	-2,491	21,951	-6,463	-8,902	-3,329	-2,839	-1,456	-8,363		
Estimated Ending Cash Balance	37,386	34,882	36,454	33,008	30,517	52,468	46,005	37,103	33,773	30,934	29,478	21,115		

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Chancellor

REVIEWED BY: Bruce Baron, Chancellor

PREPARED BY: Jeremiah Gilbert, Interim Executive Director, Research & Planning

DATE: December 13, 2018

SUBJECT: Key Performance Indicator (KPI) Dashboard Updates

RECOMMENDATION

This item is for information only. No action is required.

OVERVIEW

The attached data sheets provide updates to the KPIs that have been revised with 2017-18 data.

ANALYSIS

2017-18 data is now available for KPI 4.1 (Reserves at 12-15% level set by Board), KPI 4.2 (50% Law Met), and KPI 4.3 (Faculty Obligation Number Met). Along with including 2017-18 data, these data sheets have been reformatted and now include campus data, when available. Once all KPIs have been updated with 2017-18 data, the full dashboard will be revised and updated online.

INSTITUTIONAL VALUES

I. Institutional Effectiveness

FINANCIAL IMPLICATIONS

None.

Goal 4: District Operational Systems

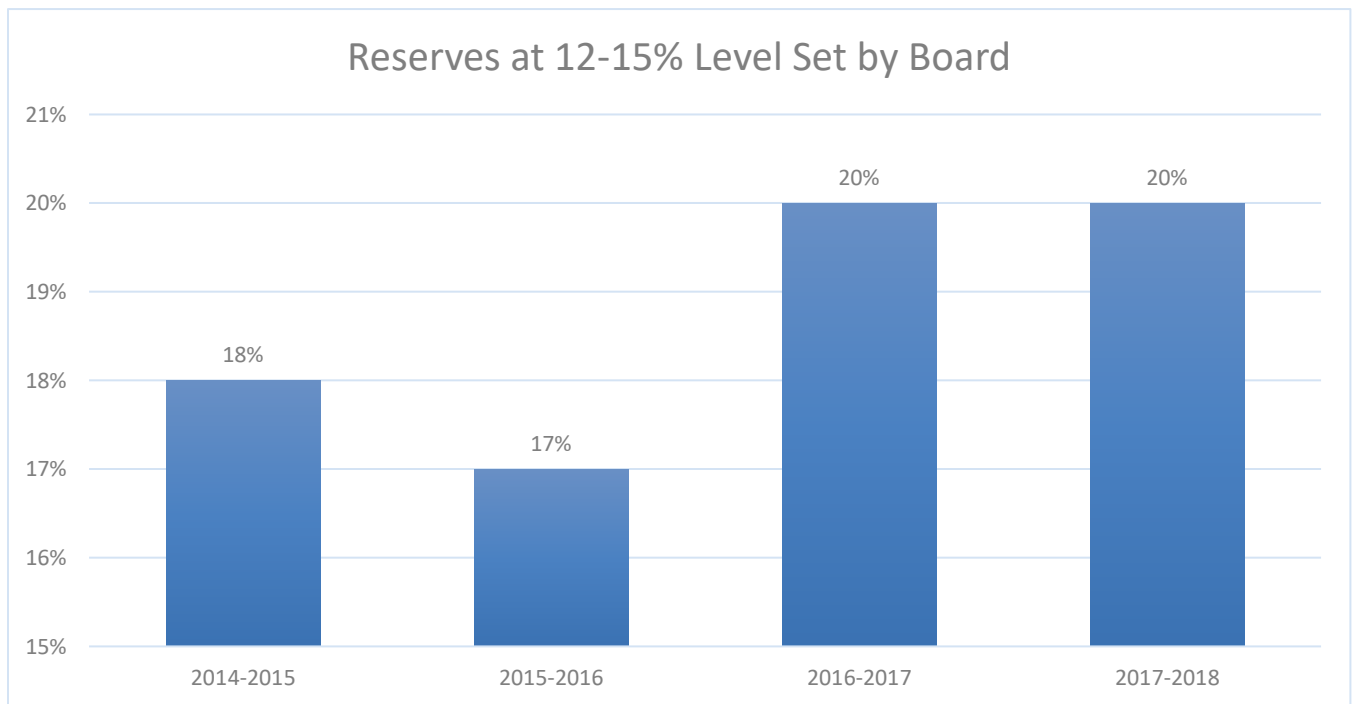
KPI 4.1: Reserves at 12-15% Level Set by Board

Objective: Improve the district systems to increase administrative and operational efficiency and effectiveness with an emphasis on student records, human resources, facilities, technology, financial systems, and other workflow operational systems.

Definition: The amount of reserves in the general fund compared to the standard set by the Board. This number will be presented as either meeting or not meeting the standard put forth by the Board.

Measurement Frequency: Annual

Academic/Fiscal Year	2014-2015	2015-2016	2016-2017	2017-2018
KPI 4.1: Reserves at 12-15% Level Set by Board	18%	17%	20%	20%



Analysis:

- Reserve levels have remained at or above the 12-15% threshold established by the Board.
- The average balance for reserves during this period was 18.75%, with a high of 20% and a low of 17%.

Goal 4: District Operational Systems

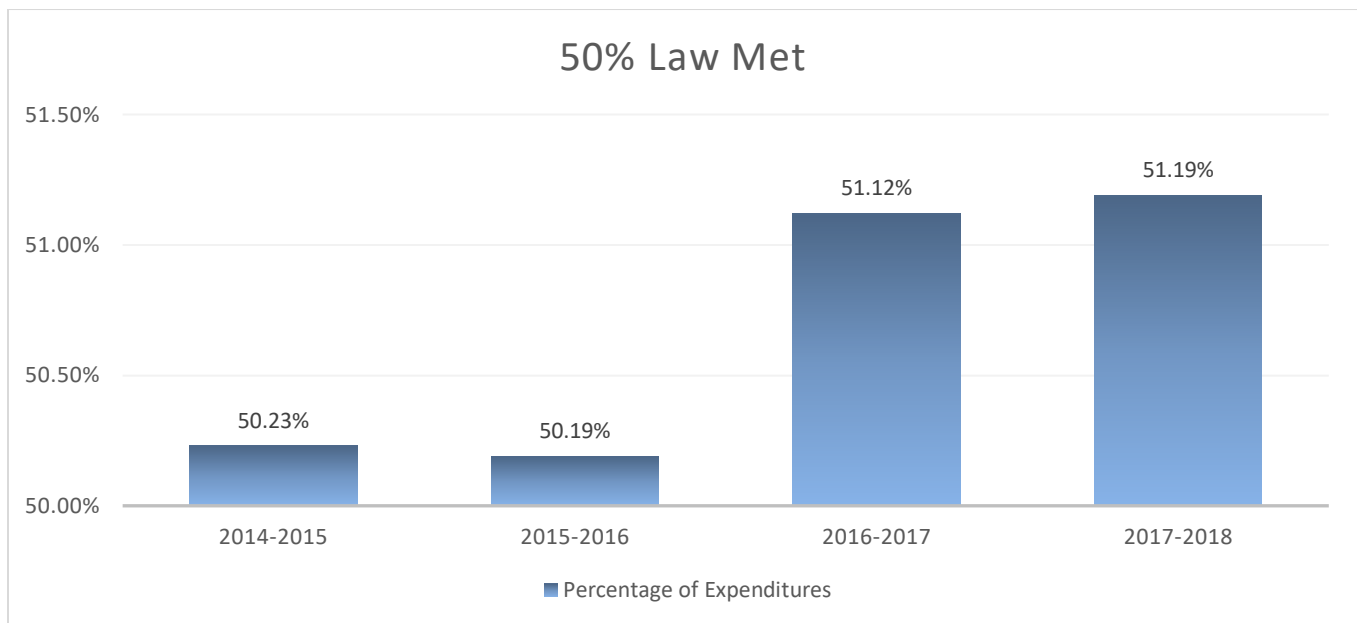
KPI 4.2: 50% Law Met

Objective: Improve the district systems to increase administrative and operational efficiency and effectiveness with an emphasis on student records, human resources, facilities, technology, financial systems, and other workflow operational systems.

Definition: The 50% Law measures the rate of general fund expenditures that go towards salaries of classroom instructors. The state has set the rate at 50% (California Education Code §84362(d)).

Measurement Frequency: Annual

Academic/Fiscal Year	2014-2015	2015-2016	2016-2017	2017-2018
KPI 4.2: 50% Law Met	50.23%	50.19%	51.12%	51.19%



Analysis:

- Over this four-year period, SBCCD has remained above the required rate of general fund expenditures that go toward salaries of classroom instructors.
- The average rate of general fund expenditures during this period was 50.68%, with a high of 51.19% and a low of 50.19%.

Goal 4: District Operational Systems

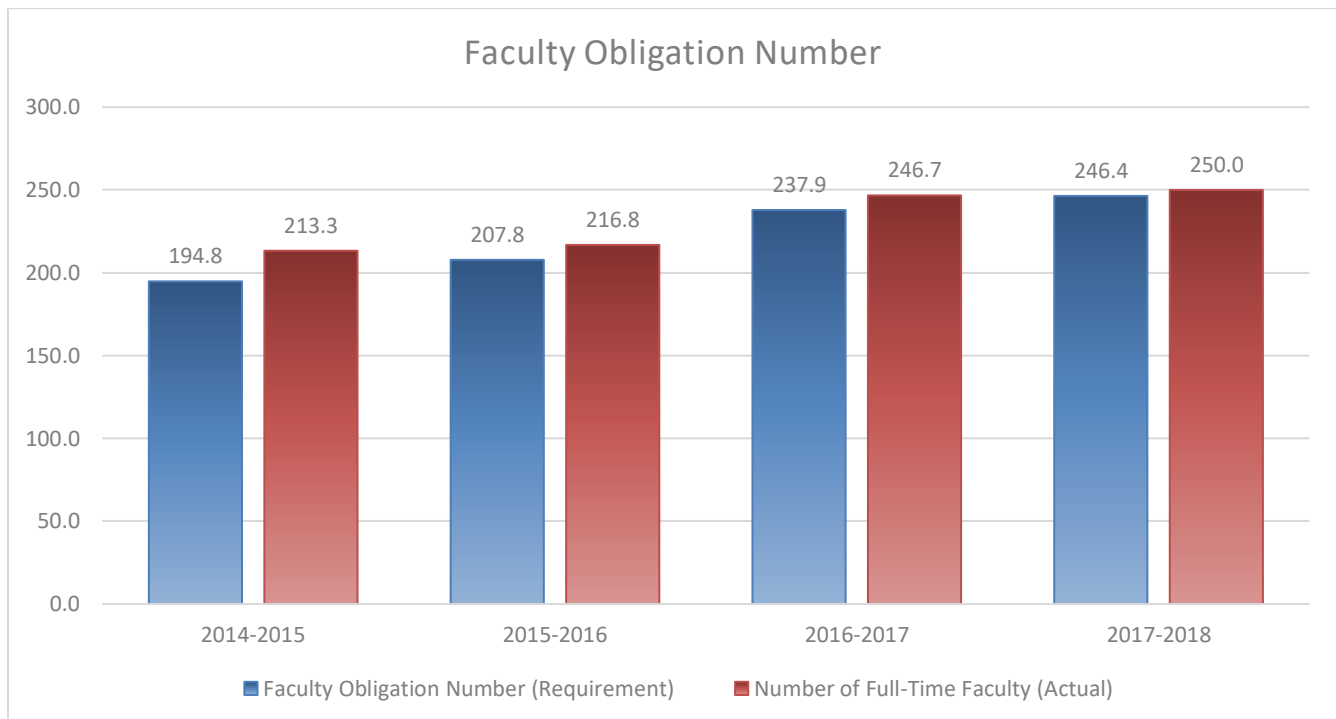
KPI 4.3: Faculty Obligation Number (FON) Met

Objective: Improve the district systems to increase administrative and operational efficiency and effectiveness with an emphasis on student records, human resources, facilities, technology, financial systems, and other workflow operational systems.

Definition: The Faculty Obligation Number (FON) is based on the Title 5 (section 51025) mandate that requires districts to increase the number of full-time faculty over the previous year in proportion to the amount of growth in funded credit FTES.

Measurement Frequency: Annual

KPI 4.3: Faculty Obligation Number (FON) Met	2014-2015	2015-2016	2016-2017	2017-2018
Faculty Obligation Number (Requirement)	194.8	207.8	237.9	246.4
Number of Full-Time Faculty (Actual)	213.3	216.8	246.7	250.0



Analysis: SBCCD has met the FON each year over this four-year period.