



San Bernardino Community College District  
Board Meeting  
April 13, 2023  
4:00 pm Pacific Time

Meeting Location: Crafton Hills College LRC 231 (Auditorium)  
17111 Sand Canyon Rd., Yucaipa CA

Livestream

<https://www.youtube.com/c/SanBernardinoCommunityCollegeDistrict>

Any writings related to open session agenda items and distributed to all or a majority of all Board members within 72 hours prior to a regular meeting, or within 24 hours prior to a special meeting, shall be made available for inspection by the public at SBCCD, Office of the Chancellor, 550 E. Hospitality Ln., Suite 200, San Bernardino, CA, during regular business hours or on the District's website [www.sbccd.edu](http://www.sbccd.edu)

Pursuant to Board Policy 2350, 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, prior to the Board taking action on the item. Comments must be limited to three (3) minutes per speaker and 20 minutes on the same, or a substantially similar subject, unless a majority of the Board votes to extend the time limit.

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) 388-6902 as far in advance of the Board meeting as possible.

- I. CALL TO ORDER – PLEDGE OF ALLEGIANCE**
- II. PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS**
- III. APPROVAL OF MINUTES**
  - A. 2022-03-09
- IV. PRESENTATIONS/CELEBRATIONS**
  - A. Applause Cards Recognition For Extending Extra Effort to Provide Quality Service and Valued Assistance
  - B. CHC ad SBVC Honors Program Update
- V. ACTION AGENDA**
  - A. Board Policies - Final Approval

- B. Award of RFP #CC02-3626-22 and Contract to Rosenbauer Minnesota, LLC of Wyoming, MN and Approval of Lease Agreement with the SBRETC JPA
- C. Student Trustee Privileges
- D. 2023 CCCT Board Election
- E. Resolution #2023-04-13-FP-01 Acquisition of Real Property Identified as Unimproved Property on South I Street and at 878 Hazel Avenue, San Bernardino, CA
- F. Resolution #2023-04-13-BOT01 Declaring April as California Community College Engagement and Persistence Month

## VI. **CONSENT AGENDA**

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

### A. **Instruction/Student Services**

- 1. Curriculum - CHC
- 2. Curriculum - SBVC
- 3. Donation - SBVC

### B. **Human Resources**

- 1. Adjunct and Substitute Academic Employees
- 2. Granting Tenure
- 3. Non-Instructional Pay
- 4. Payment of Stipends
- 5. Appointment of District Employees
- 6. Employee Promotions
- 7. Classified Job Description and Revision to Classified Salary Schedule
- 8. Reclassification of Employees
- 9. Management Job Descriptions and Salary Schedule
- 10. Ratification of POA Bargaining Agreement, Articles and Appendices

### C. **Business & Fiscal Services**

- 1. Award RFP #2023-01 and Contract to America's Xpress Rent-A-Car of San Bernardino, CA
- 2. Conference Requests
- 3. Contracts at or Above \$109,300



4. District & College Expenses
5. Revised Authorized Signature List for 2022-23
6. Revised Mission and Vision for KVCR
7. Surplus Property and Authorization for Private Sale or Disposal

#### **D. Facilities**

1. Award Bid #CC01-3610-20 and Contract to JT Construction Group, Inc. of Glendale, CA
2. Award Bid #CC02-3626-06.05 and Contract to Coutts Heating & Cooling, Inc. of Corona, CA
3. Award Bid #CC02-3635 and Contract to Bernards Bros, Inc. of Ontario, CA

### **VII. REPORTS**

#### **A. Board Committee & Activity Reports**

1. Board Finance Committee (BFC)
2. Board Legislative Committee (BLC)

#### **B. Regional and State Reports**

1. Board of Governors (BOG)
2. Women's Caucus
3. Joint Powers Authority

#### **C. Chancellor's Report**

1. Goal 3 Status Update

#### **D. Represented Groups (3 minutes per group)**

1. San Bernardino Valley College Academic Senate
2. San Bernardino Valley College Classified Senate
3. San Bernardino Valley College Associated Students
4. Crafton Hills College Academic Senate
5. Crafton Hills College Classified Senate
6. Crafton Hills College Associated Students
7. CSEA
8. CTA
9. Police Officers Association

#### **E. Staff Reports**

1. Executive Director, KVCR
2. San Bernardino Valley College President
3. Crafton Hills College President

4. Executive Vice Chancellor
5. Vice Chancellor of Human Resources & Police Services
6. Vice Chancellor of Educational & Student Support Services

#### **VIII. INFORMATION ITEMS**

- A. AB705 Update
- B. Board Master Action Planning Calendar
- C. Board Policies - 1st Reading
- D. Budget Revenue & Expenditure Summary
- E. Contracts Below \$109,300
- F. General Fund Cash Flow Analysis
- G. MOUs between SBCCD and the CSEA
- H. Professional Expert Short-Term and Substitute Employees
- I. Purchase Orders
- J. Resignations
- K. Volunteers

#### **IX. ANNOUNCEMENT OF CLOSED SESSION ITEMS**

- A. Conference with Labor Negotiators  
Government Code 54957.6  
Agency Representatives: Diana Rodriguez and Kristina Hannon –  
CSEA, CTA, POA, Management/Supervisors, and Confidential  
Employees
- B. Public Employee Discipline/Dismissal/Release/Non Re-Employment  
Government Code 54957  
(1 case)
- C. Conference with Legal Counsel – Anticipated Litigation  
Government Code 54956.9(d)(2)  
(2 cases)
- D. Conference with Legal Counsel – Existing Litigation  
Government Code 54956.9(e)(3) or (d)(1)  
(1 case)
- E. Public Employee Performance Evaluation  
Government Code Section 54957(b)(1)  
Title: Chancellor

F. Conference with Real Property Negotiators  
Government Code Section 54956.8

Properties: 1888 E. Highland Avenue, San Bernardino, CA and 441 W. 8th Street, San Bernardino, CA

Agency Negotiators: Jose F. Torres, Executive Vice Chancellor, and Constance Schwindt of Atkinson, Andelson, Loya, Ruud & Romo, District Legal Counsel

Negotiating Parties: Unidentified number of potential buyers, who may buy the Property through the public bid process

Under Negotiation: Instructions to negotiators will concern price and terms of payment for the sale of the property

**X. PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

**XI. CONVENE CLOSED SESSION**

**XII. RECONVENE PUBLIC MEETING**

**XIII. REPORT OF ACTION IN CLOSED SESSION**

**XIV. ADJOURN**

The next meeting of the Board: Strategy Session  
May 11 2023 at 4pm  
SBCCD Boardroom, 550 E. Hospitality Ln., Suite 200, San Bernardino, CA

**Supplemental Handouts (not part of the agenda)**

CHC Report to the Board

EDCT Report to the Board

KVCR Report to the Board

SBVC Report to the Board



## BOARD OF TRUSTEES

Meeting Minutes – March 9, 2023 (Submitted for Board approval 4/13/23)

Location: SBVC B-100, 701 S. Mt. Vernon Ave., San Bernardino, CA

Livestream: <https://sbccd.edu/about-sbccd/board-oftrustees/meetings.php>

MEMBERS PRESENT	ADMINISTRATORS PRESENT
Dr. Anne L. Viricel, Vice Chair Dr. Nathan Gonzales, Trustee Gloria Macías Harrison, Trustee John Longville, Trustee Frank Reyes, Trustee Robert Alexander, CHC Student Trustee (advisory) Paul Del Rosario, SBVC Student Trustee (advisory)	Diana Z. Rodriguez, Chancellor Jose F. Torres, Executive Vice Chancellor Dr. Kevin Horan, CHC President Dr. Linda Fontanilla, SBVC President (interim) Kristina Hannon, VC Human Resources & Police Services Dr. Nohemy Ornelas, VC Educational & Student Support Services
MEMBERS ABSENT	ADMINISTRATORS ABSENT
Dr. Stephanie Houston, Chair Joseph R. Williams, Clerk	None

### I. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Trustee Viricel called the meeting to order at 4:03pm. Dr. Fontanilla led the pledge of allegiance.

### II. PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

- Anna Tastova
- Michael Torres
- Jose Velasco
- Zachary Hebert
- Henry Dalton
- Vivian Marquez
- Shalita Tillman

### III. APPROVAL OF MINUTES

#### A. 2023-02-09

Trustee Harrison moved approval of the 2/9/23 minutes. Trustee Longville seconded the motion. Vote was taken by roll call.

AYES: Gonzales, Harrison, Reyes, Longville, Viricel, Alexander (advisory), Del Rosario (advisory)  
 NOES: None  
 ABSENT: Houston, Williams  
 ABSTENTIONS: None

### IV. PRESENTATIONS/CELEBRATIONS

#### A. Citizens Bond Oversight Committee Annual Report to the Community 2021-2022

As required by Proposition 39, the committee reviews expenditures of Measure M, a \$500 million bond passed in February 2008, and Measure CC, a \$470 million bond passed in November 2018, and provides an annual report to the SBCCD Board of Trustees in public session. A full written report was included in the agenda. CBOC Vice Chairperson, Dr. Don Averill presented an oral summary of the annual report and indicated the CBOC believes that the SBCCD follows the requirements of Article XIII A, Section 1(b)(3) of the California Constitution.

#### B. Student Experience Advocating in Washington D.C. During the 2023 ACCT Conference

Ynez Canela, Nelva Ruiz Martinez, and Dyami Martinez gave a presentation on the student advocacy experience in Washington D.C., where they advocated to streamline the CalFresh application process, increase federal funding for HSIs, and learned about paid internship opportunities.

**C. Applause Cards Recognition For Extending Extra Effort in Providing Quality Service and Valued Assistance**

The Board recognized employees who received applause cards.

**V. ACTION AGENDA**

**A. Endorse Nomination of 2023 Classified Employee of the Year Award**

Trustee Gonzales moved to endorse nomination of DyAnn Walter, TESS for 2023 Classified Employee of the Year. Trustee Harrison seconded the motion.

AYES: Gonzales, Harrison, Reyes, Longville, Viricel, Alexander (advisory), Del Rosario (advisory)  
 NOES: None  
 ABSENT: Houston, Williams  
 ABSTENTIONS: None

**B. Approval to Delegate Authority, Establish Bid Hearing, and Approve Minimum Purchase Price for 8th Street Property**

Trustee Harrison moved to approve the following for sale of surplus property located at 441 W. 8th Street, San Bernardino, CA ("Property"):

1. Delegation of authority to, and the appointment of, Jose F. Torres, Executive Vice Chancellor, or his designee, to conduct a public bid auction for the sale of the Property;
2. Establishment of a bid hearing date of April 6, 2023; and
3. Approval of a minimum purchase price for the Property of no less than the fair market appraised value of the Property, or as otherwise determined by Board the after hearing staff's recommendation.

Trustee Longville seconded the motion. Vote was taken by roll call.

AYES: Gonzales, Harrison, Reyes, Longville, Viricel, Alexander (advisory), Del Rosario (advisory)  
 NOES: None  
 ABSENT: Houston, Williams  
 ABSTENTIONS: None

**C. Approval to Delegate Authority, Establish Bid Hearing, and Approve Minimum Purchase Price for Highland Avenue Property**

Trustee Harrison moved to approve the following for the property located at 1888 E. Highland Avenue, San Bernardino, CA ("Property"):

1. Delegation of authority to, and the appointment of, Jose F. Torres, Executive Vice Chancellor, or his designee, to conduct a public bid auction for the sale of the Property;
2. Establishment of a bid hearing date of April 6, 2023; and
3. Approval of a minimum purchase price for the Property of no less than the fair market appraised value of the Property, or as otherwise determined by Board the after hearing staff's recommendation.

Trustee Longville seconded the motion. Vote was taken by roll call.

AYES: Gonzales, Harrison, Reyes, Longville, Viricel, Alexander (advisory), Del Rosario (advisory)  
 NOES: None  
 ABSENT: Houston, Williams  
 ABSTENTIONS: None

## VI. CONSENT AGENDA

### A. Instruction/Student Services

1. CHC - Curriculum

### B. Human Resources

1. Adjunct and Substitute Academic Employees
2. Appointment of Temporary Academic Employees
3. Granting Tenure
4. Contracts for Tenure Track Academic Employees
5. Non-Instructional Pay
6. Payment of Stipends
7. Appointment of District Employees
8. Employee Promotions
9. Employee Transfers
10. Reclassification of Employees
11. Placement of Classified Employees on the 39-Month Reemployment List
12. Appointments of Interim Managers
13. Management Job Description and Update to the Management Salary Schedule
14. Retreat Rights for Management Employee
15. Doctoral Stipend for Management Employee

### C. Business & Fiscal Services

1. Alcoholic Beverages at a Campus Event
2. Regular Meeting Dates Calendar
3. Award RFP #2023-03 and Contract to Pepsi Beverages Company of Riverside, CA
4. Conference Requests
5. Contracts at or Above \$109,300
6. District & College Expenses
7. Nonresident Tuition and Capital Outlay Fees
8. Resolution #2023-03-09-FS-01 Approving Transfers to the Reserve for Contingencies from Various Expenditure Classifications

### D. Facilities

1. Award Bid #03-2223-04 and Contract to JA Urban Inc. of Monrovia, CA
2. Award Bid #SM 01-2122-05 and Contract to Controls Air Enterprises LLC of Anaheim, CA
3. Award Bid #SM 02-2223-01 and Contract to Prestige Paving Company of Corona, CA

Trustee Longville moved approval of the consent agenda as presented. Trustee Gonzales seconded the motion. Vote was taken by roll call.

AYES: Gonzales, Harrison, Reyes, Longville, Viricel, Alexander (advisory), Del Rosario (advisory)  
 NOES: None  
 ABSENT: Houston, Williams  
 ABSTENTIONS: None

## VII. REPORTS

### A. Board Committee Reports

1. Board Finance Committee (BFC) – [Trustee Gonzales provided a brief report.](#)
2. Board Legislative Committee (BLC) – [Trustee Reyes provided a brief report.](#)

### B. Regional and State Reports

1. Board of Governors – [no report](#)
2. Women's Caucus – [Trustee Viricel provided a brief report.](#)
3. Joint Powers Authority – [no report](#)

### C. Chancellor's Report – [brief report was provided](#)

1. Strategic Plan Goal 2 Update Spring 2023

[Constituent Group Reports - brief 3-minute oral reports were provided. If provided, written reports can be referenced online at \[www.sbccd.edu/govenda\]\(http://www.sbccd.edu/govenda\)](#)

- D. San Bernardino Valley College Academic Senate – [Davena Burns-Peters provided a brief report and submitted a written report.](#)
- E. San Bernardino Valley College Classified Senate – [Ernest Guillen provided a brief report.](#)
- F. San Bernardino Valley College Associated Students – [Nelva Ruiz Martinez and Dyami Martinez provided a brief report.](#)
- G. Crafton Hills College Academic Senate – [Meridyth McLaren provided a brief report and submitted a written report.](#)
- H. Crafton Hills College Classified Senate – [no report](#)
- I. Crafton Hills College Associated Students – [Angio Ocampo and Dakota Irwin provided a brief report.](#)
- J. CSEA – [Ernest Guillen provided a brief report.](#)
- K. CTA – [Amber Walik gave a brief report.](#)
- L. Police Officers Association – [James Quigley provided a brief report.](#)
- M. San Bernardino Valley College President – [Dr. Fontanilla provided a brief report and submitted a written report.](#)
- N. Crafton Hills College President – [Dr. Horan provided a brief report and submitted a written report.](#)
- O. Executive Vice Chancellor – [no report](#)
- P. Vice Chancellor of Human Resources & Police Services – [no report](#)
- Q. Vice Chancellor of Educational and Student Support Services – [no report](#)

## VIII. INFORMATION ITEMS

- A. Board Master Action Planning Calendar
- B. Budget Revenue & Expenditure Summary
- C. CCFS-320 Apportionment Attendance Report for FY 2023 Period 1
- D. Contracts Below \$109,300
- E. General Fund Cash Flow Analysis
- F. MOUs between SBCCD and the CSEA
- G. Nonresident Tuition and Capital Outlay Fees
- H. Professional Expert Short-Term and Substitute Employees
- I. Purchase Orders
- J. Summary of Measure CC Construction Change Orders & Amendments
- K. Volunteers

**IX. ANNOUNCEMENT OF CLOSED SESSION ITEMS**

- L. Conference with Labor Negotiators Government Code 54957  
 Agency Representatives: Diana Rodriguez and Kristina Hannon  
 CSEA, CTA, POA, Mgmt/Superv, and Confidential Employees
- M. Public Employee Discipline/Dismissal/Release/Non Re-Employment  
 Government Code 54957  
 (1 case)
- N. Conference with Legal Counsel – Anticipated Litigation  
 Government Code 54956.9(d)(2)  
 (2 cases)
- O. Conference with Legal Counsel – Existing Litigation  
 Government Code 54956.9(e)(3) or (d)(1)  
 (1 case)
- P. Public Employee Performance Evaluation  
 Government Code Section 54957(b)(1)  
 Title: Chancellor
- Q. Conference with Real Property Negotiator  
 Government Code Section 54956.8

**X. PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

There were no public comments.

**XI. CONVENE CLOSED SESSION**

Trustee Viricel closed the public meeting and convened the board to closed session at 5:32pm.

**XII. RECONVENE PUBLIC MEETING**

Trustee Viricel reconvened the public meeting at 6:19pm.

**XIII. REPORT OF ACTION IN CLOSED SESSION**

- On March 9, 2023, the Board took action to approve the termination of Green Contractor Studio, Inc. from the SBVC New Softball Field Project by the following vote:

AYES: Harrison, Reyes, Longville, Viricel  
 NOES: None  
 ABSENT: Houston, Williams, Gonzales  
 ABSTENTIONS: None

**XIV. ADJOURNMENT**

Trustee Viricel adjourned the meeting at 6:20pm.



## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Jose F. Torres, Executive Vice Chancellor  
 Kristina Hannon, Vice Chancellor, HR & Police Services  
 Dr. Nohemy Ornelas, Vice Chancellor, Educational & Student Support Services

**DATE:** April 13, 2023

**SUBJECT:** Applause Cards

### **RECOMMENDATION**

This item is for information only.

### **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.

Recipients receive a certificate and are recognized by the Board of Trustees each month.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

There are no financial implications associated with this board item.



# APPLAUSE CARDS

Submitted for Information April 13, 2023

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
Crafton Hills College	Matthew	Adams	Physics/Astronomy	Thank you so much for working out the 2-Yr Base Schedule for 2024-25 Academic schedules. Appreciate your expertise and help, Matt.	Sam Truong
Crafton Hills College	Carrie	Audet	Institutional Advancement	Thank you for providing excellent information about the services that the Foundation provides to students and our departments here at CHC during a recent Staff Support Resource Group meeting. It was very informative and much appreciated.	Cyndie St. Jean
Crafton Hills College	Amr	Bahjri	Tutoring Center	This person has had a tremendous positive impact on both students and staff at the Crafton Hills Tutoring Center. He is the mark of perseverance, patience, and possibility. He uplifts, and encourages everyone at the Tutoring Center. Not only is his knowledge invaluable but so is he.	Daniella
Crafton Hills College	Zachary	Cortz	Counseling	Thank you for helping out and making the Spring Fest a huge success.	Mariana Macamay
Crafton Hills College	Sydney	Funderburk	Tutoring Center	Sydney helps me out with all of my classes, and she is very intelligent.	Irene Evangelina Hernandez
Crafton Hills College	Ruth	Greyraven	Biology	Thank you so much for working out the 2-Yr Base Schedule for 2024-25 Academic schedules. Appreciate your expertise and help, Ruth.	Sam Truong
Crafton Hills College	Courtney	Hall	Counseling	Helped with registration hold. Provided excellent service and helped to the best of her capability!	Iffat Shad 1357880

# APPLAUSE CARDS

Submitted for Information April 13, 2023

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
Crafton Hills College	Rosemarie	Hansen	A & P	Rosemarie is so diligent in her research to acquisition models that support our labs. Thank you for finding a new model that's twice as cool and a fraction of the cost!	Brandi Bailes
Crafton Hills College	Brandy	Heller	Counseling	Thank you for your continued support of the women's soccer student-athletes. Your dedication, organization and communication are critical to my oversight of the players and their academic success. We appreciate you!	Kristin Hauge
Crafton Hills College	Kiara	Hernandez	Tutoring Center	This person has show outstanding kindness, compassion, and leadership. This person has had a remarkable impact on students and employees at the crafton hills tutoring center through her relentless positivity and mindfulness of inclusivity.	Daniella
Crafton Hills College	Paul	Jacques	Theatre	My favorite professor I've had while at Crafton! Thank you for everything! Going to miss you :,)	Hannah Taylor Peters
Crafton Hills College	Sabrina	Jimenez	Instruction	Thank you for being a champion for student services and helping students connect with the campus. We appreciate you always supporting our events by bringing your classes to events.	Mariana Macamay
Crafton Hills College	Veronica	Lehman	Financial Aid	Thank you for presenting to the Inland Empire Transfer Center Directors. We appreciated your time.	Mariana Macamay
Crafton Hills College	Roger	Mateo	Bookstore	The grad fair event was very festive with balloons and music, the refreshments for participants was thoughtful, the activity for students was a great idea.	Mariana Macamay

# APPLAUSE CARDS

Submitted for Information April 13, 2023

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
Crafton Hills College	Lauren	Means	Counseling Department	You were instrumental in making the Spring Fest a success.	Mariana Macamay
Crafton Hills College	Belinda	Navarrete	Counseling	SOAR workshop at Beaumont High School	Allyson Ault
Crafton Hills College	Christopher	Olivera	Biological Sciences - Microbiology	Thank you so much for working out the 2-Yr Base Schedule for 2024-25 Academic schedules. Appreciate your expertise and help, Chris.	Sam Truong
Crafton Hills College	Joshua	Orosco	M & O	Josh has always been awesome at the work he does for us but i wanted to point out that he went out of his way to help us this week in the Print Shop. We truly appreciate having him as a member of our SBCCD team.	Anna Mendez
Crafton Hills College	Josh	Orosco	Facilities	Josh you are amazing!! We had to pivot to plan B at the last minute due to rain and you were awesome making all these last minute changes for our event on 02-28-23. THANK YOU!!	Cyndie St. Jean
Crafton Hills College	Charlie	Rahn	Technology Services	Thank you for assisting the Spring 2023 History 171 class with tech issues!	Sabrina Jimenez
Crafton Hills College	Lorenzo	Ramirez	Counseling	Thank you for your dedication to making the Spring Fest a success. You're awesome.	Mariana Macamay
Crafton Hills College	Michelle	Riggs	Institutional Advancement	Thank you for providing great information about the Foundation and Marketing for CHC during a recent Staff Support Resource Group meeting. it was very informative and much appreciated.	Cyndie St. Jean
Crafton Hills College	Ginger	Sutphin	Division of Letters, Arts, and Mathematics	Thank you for helping out with trying to get the nameplates for the faculty offices in CYN, Ginger.	Sam Truong

# APPLAUSE CARDS

Submitted for Information April 13, 2023

SAN BERNARDINO



COMMUNITY COLLEGE DISTRICT

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
Crafton Hills College	Leslie	Swindell	Institutional Advancement	Thank you Leslie for providing excellent information about the services that you provide to our departments during a recent Staff Support Resource Group meeting. It was very informative and much appreciated.	Cyndie St. Jean
Crafton Hills College	Alyssa	Taylor	SINS	Thank you so much for all your help these past months! You're a super star.	Brandi Bailes
Crafton Hills College	Hunan	Uddin	University Transfer Center	I appreciated you stepping in and helping out at a moment's notice. Your participation was greatly appreciated.	Mariana Macamay
Crafton Hills College	Muhammad	Zubair	University Transfer Center	I appreciated you stepping in and helping out at a moment's notice. Your participation was greatly appreciated.	Mariana Macamay
DSO	Virginia	Diggle	Contracts	Thank-you for all of your help with the Cal Cards and for taking the time to meet with Head Coaches. I appreciate you!	Maureen Ryan
DSO	Shalita	Tillman	Calworks	Shalita, thank you for being so kind and helpful with providing contact information. You are the best.	Brittany Sysawang-Nair
San Bernardino Valley College	Dawn	Adler	Kinesiology	Thank you for your continued support of the women's soccer program. Volunteering to drive for our team on your personal time without compensation was such a gift. Our team truly appreciates you.	Kristin Hauge & the entire women's soccer program
San Bernardino Valley College	Erica	Begg	Counseling	Thank you for all of your hard work, effort and dedication in making our first ever Grad-Check Fest a success.	Andrea Hecht
San Bernardino	Ana	Bojorquez	SAS High Tech Center	She has answered her call to her duties and far beyond.	Ronnie Silva

# APPLAUSE CARDS

Submitted for Information April 13, 2023

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
Valley College					
San Bernardino Valley College	Keith	Candelaria	Athletics	Thank you for your continued support of the women's soccer athletes. Having a support system for our players that is dedicated, knowledgeable, communicative and cares is imperative to our success. We appreciate you.	Kristin Hauge & the entire women's soccer program
San Bernardino Valley College	Laura	Estrada	Student Health Services	Designing and arranging flower and balloon decorations for the International Women's Day Event and Hosting/Facilitating a table of participants.	Elaine Akers
San Bernardino Valley College	Manuel	Gonzales	Counseling/Matriculation	On 3/16/23 I returned to the welcome center, Mr. Gonzales, helped me with loading my application and printing copies, for my records, and gave me the information of the following process I needed to follow to complete registration for classes at Valley.	Miriam Figueroa, soon to be student
San Bernardino Valley College	Manuel	Gonzales	Counseling/Matriculation	On 3/10/23 After a frustrating day not being able to find answer about returning to school. I decided to go to Valley College in San Bernardino. I walked into the Welcome Center, Mr. Gonzales greeted me and offer help, patiently he answered all of my questions. He made my day!	Miriam Figueroa
San Bernardino Valley College	Jamie	Herrera	Counseling	Thank you for all of your hard work, effort and dedication in making our first ever Grad-Check Fest a success.	Andrea Hecht

# APPLAUSE CARDS

Submitted for Information April 13, 2023

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
San Bernardino Valley College	Naomi	Lara	Student Health Services	Coordinating refreshments and decorations for the International Women's Day event. Hosting/facilitating a discussion group at table.	Elaine Akers
San Bernardino Valley College	Heidi	Mondragon	Counseling	Thank you for all of your hard work, effort and dedication in making our first ever Grad-Check Fest a success.	Andrea Hecht
San Bernardino Valley College	Debbie	Orozco	Counseling	Thank you for all of your hard work, effort and dedication in making our first ever Grad-Check Fest a success.	Andrea Hecht
San Bernardino Valley College	Maureen	Ryan	Athletics	You are one of the best things to happen to our team in my tenure at the college. Thank you for your tireless work ethic, attention to detail and the unwavering support you show our team and especially me on a daily basis! We appreciate you, you are the best!	Kristin Hauge & the entire women's soccer program
San Bernardino Valley College	Maureen	Ryan	Athletics	Thank you for your continued support of the women's soccer program. Volunteering to drive for our team on your personal time without compensation was such a gift. Our team truly appreciates you.	Kristin Hauge & the entire women's soccer program
San Bernardino Valley College	Aldo	Sifuentes	CTS	Thank you for all of your help on the Boardroom remodel project.	Erika Menge
San Bernardino Valley College	Tatiana	VÃ¡squez	Biology	All her hard work and dedication to being Facilities and Safety Committee Co-Chair. Keep up the great work!	Andrea Hecht

# APPLAUSE CARDS

Submitted for Information April 13, 2023

SAN BERNARDINO  COMMUNITY COLLEGE DISTRICT

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
San Bernardino Valley College	Ashley	Watkins	Athletics	Thank you for your continued support of the women's soccer program. Having a support system for our players that is dedicated, knowledgeable, communicative and cares is imperative to our success. We appreciate you!	Kristin Hauge & the entire women's soccer program
San Bernardino Valley College	Andre	Wooten	Counseling	Thank you for your continued support of the women's soccer student-athletes. Having a support system to help our players reach their academic goals is critical for their success and the pursuit of their dreams. You aren't told this enough but you are the best!	Kristin Hauge & the entire women's soccer program



## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Ed Gomez, SBVC  
Judy Cannon, CHC

**DATE:** April 13, 2023

**SUBJECT:** CHC and SBVC Honors Program Update

### **RECOMMENDATION**

This item is for information only.

### **OVERVIEW**

Each semester the lead faculty for the Honors programs at CHC and SBVC want to continue updating the Board on the successes and areas where assistance may be needed.

Ed Gomez/SBVC Honors:

1. The new lounge
2. The 15 papers accepted to HTCC Conference at UCI
3. The need for a full-time counselor

Judy Cannon/CHC Honors:

1. Honors participation in the HTCC Conference at UCI
2. Outstanding alumni achievements
3. Program growth projections

### **ANALYSIS**

As SBVC and CHC continue to offer Honors courses to all qualified students, our colleges' visibility and reach increases. We want to keep the Board informed so that these successes can be used to the District's advantage.



### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues

### **FINANCIAL IMPLICATIONS**

There are no financial implications associated with this board item.

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor and  
Kristina L. Hannon, Vice Chancellor, Human Resources & Police Services

**PREPARED BY:** Jose F. Torres, Executive Vice Chancellor

**DATE:** April 13, 2023

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

### **RECOMMENDATION**

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

### **OVERVIEW**

AP 2410 | <https://sbccd.edu/ap2410>

Pursuant to Board Policy 2410, policies of the Board may be adopted, revised, added to, or amended at any regular Board meeting by a majority vote. Proposed changes or additions shall be introduced not less than one regular meeting prior to the meeting at which action is recommended. The Board shall regularly assess its policies for effectiveness in fulfilling the District's mission.

Administrative Procedures are issued by the Chancellor as statements of method to be used in implementing Board Policy. Such Administrative Procedures shall be consistent with the intent of Board Policy and may be revised as deemed necessary by the Chancellor through regular consultation processes and/or as required by revisions to laws and regulations. Administrative Procedures are forwarded to the Board of Trustees, which reserves the right to direct revisions of the Administrative Procedures should they, in the Board's judgment, be inconsistent with the Board's own policies.

### **ANALYSIS**

The Board received the following items for first reading on March 13, 2023. The changes include requirements of the Education Code, current laws, and those determined to be necessary for the efficient operation of the District.

Policies & Procedures Presented for First Reading		
BP   AP 3420	Equal Employment Opportunity	
BP   AP 3430	Prohibition of Harassment	
BP   AP 3433	Prohibition of Sexual Harassment Under Title IX	



Policies & Procedures Presented for First Reading	
AP 3434	Responding to Harassment Based on Sex Under Title IX
AP 3435	Discrimination and Harassment Resolution Procedures
BP   AP 5030	Fees*
BP   AP 6320	Investments

*\*It should be noted that the attached version contains clerical corrections from the BOT's first reading on 3/9/2023 to 1) remove language already approved by the BOT on 2/9/2023, and 2) correct the Student Health Summer fee from \$20 to \$22 per state guidance.*

## **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

## **FINANCIAL IMPLICATIONS**

Approval of Board Policies ensures SBCCD operates in an equitable and efficient manner that is compliant with applicable legal requirements. Direct financial implications vary for each Board Policy/Administrative Procedure.

## P&P 3420 EQUAL EMPLOYMENT OPPORTUNITY

### Reason for Changes

- Legal Update 38 – The Service updated this policy to add optional language to highlight diversity, equity, and inclusion issues.
- Legal Update 39 – The Service updated this procedure to reflect Government Code provisions regarding mandatory and permissible recruiting practices and to reflect all protected classifications identified in the Fair Employment and Housing Act. (Government Code Sections 7400 et seq. and 12940 et seq.) The Service also added legal citations to the same provisions.
- Correction of website for SBCCD plan.

(For more info on SBCCD's process for Board Policies and Administrative Procedures, visit <https://sbccd.edu/ap2410>.)

**Review Level:**  
2 | Legal Edit (Non 10+1)

**Review Level Approved by PPAC:**  
12/12/2022

**Constituent Review:**  
Due 1/31/2023

**PPAC Info Item:**  
2/13/2023

**BOT 1<sup>st</sup> Reading:**  
3/9/2023

**BOT 2<sup>nd</sup> Reading & Approval:**  
4/13/2023

### BP 3420 EQUAL EMPLOYMENT OPPORTUNITY

**With Changes Redlined**

The Board of Trustees supports the intent set forth by the California Legislature to assure that effort is made to build a community in which opportunity is equalized, and community colleges foster a climate of acceptance, with the inclusion of faculty and staff from a wide variety of backgrounds. It agrees that diversity in the academic environment fosters cultural awareness, mutual understanding and respect, harmony and respect, and suitable role models for all students. An equitable and inclusive hiring process is essential to improve diversity, reduce barriers to employment, and allow potential applicants the opportunity to demonstrate that they meet or exceed the minimum qualifications for employment. The Board therefore commits itself to promote the total realization of equal employment through a continuing equal employment opportunity program.

The Chancellor shall develop, for review and adoption by the Board, a plan for equal employment opportunity that complies with the Education Code and Title 5 requirements as from time to time modified or clarified by judicial interpretation. The Chancellor shall develop hiring procedures driven by diversity, equity, and inclusion and consistent with the Board's intent described above.

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

### AP 3420 EQUAL EMPLOYMENT OPPORTUNITY

**With Changes Redlined**

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

<http://www.sbccd.org/~media/Files/SBCCD/District/HR%20%20Documents/SBCCD%20EEO%20Plan.pdf>  
<https://www.google.com/url?client=internal-element-cse&cx=009561585056126512430:dz7ibolkrhk&q=https://sbccd.edu/district-services/human-resources/documents/2021-2024-equal-employment-opportunity-plan-ba-2021-05-13.pdf&sa=U&ved=2ahUKEwiK-JCIm-P7AhX1BUQIHQYBAwwQFnoECAUQAQ&usq=AOvVaw29szP-PtlnXeFinLbPN1jc>

#### Employment Procedures

An equitable and inclusive employment process is essential to improve diversity, reduce barriers to employment, and allow potential applicants the opportunity to demonstrate that they meet or exceed the minimum qualifications for employment. The District's employment procedures are driven by diversity, equity, and inclusion.

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

## P&P 3420 EQUAL EMPLOYMENT OPPORTUNITY

### AP 3420 EQUAL EMPLOYMENT OPPORTUNITY

With Changes Redlined

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

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

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

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

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

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

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

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

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

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

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

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

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

## P&P 3420 EQUAL EMPLOYMENT OPPORTUNITY

### AP 3420 EQUAL EMPLOYMENT OPPORTUNITY

With Changes Redlined

- For faculty and administrative positions, candidates shall be required to demonstrate sensitivity to diversity in ways relevant to the specific position.

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

- review its recruitment procedures;
- consult with counsel to determine whether there are other, additional measures that may be undertaken that are required or permitted by law;
- consider various other means of reducing the underrepresentation which do not involve taking monitored group status into account and implement any such techniques that are feasible;

If significant underrepresentation persists:

- ~~review each locally-established job qualification to determine if it is job related and~~
- consistent with business necessity;
- discontinue the use of any non job-related local qualification; and
- continue using job-related local qualifications only if no alternative standard is reasonably available; and
- consider the implementation of additional measures designed to promote diversity.

#### Delegation of Authority

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

#### Complaint Procedure

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

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

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

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

## P&P 3420 EQUAL EMPLOYMENT OPPORTUNITY

### AP 3420 EQUAL EMPLOYMENT OPPORTUNITY

With Changes Redlined

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

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

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

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

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

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

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

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

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

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

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



## P&P 3420 EQUAL EMPLOYMENT OPPORTUNITY

### AP 3420 EQUAL EMPLOYMENT OPPORTUNITY

With Changes Redlined

#### Job Announcements

All job announcements shall contain a statement in substantially the following form: The District is an equal opportunity employer. The policy of the District is to encourage applications from persons who are economically disadvantaged and individuals belonging to significantly underrepresented groups within the District's workforce, including ethnic and racial minorities, women, and persons with disabilities, and ~~Vietnam-era veterans~~. No person shall be denied employment because of ethnicity or race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, or gender, gender identity, gender expression, age, religion, marital status, disability, sexual orientation, national origin, medical conditions, status as a Vietnam-era veteran, ancestry, veteran or military status, or political or organizational affiliation.

#### Dissemination and Revision of the Plan

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

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

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

#### Accountability and Corrective Action

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

#### References:

20 U.S.C. Section 1681 et seq.; Education Code Sections 87100 et seq.; Title 5 Sections 53000 et seq. and Sections 59300 et seq.; ACCJC Accreditation Standard III.A.12

**END OF RECOMMENDATION**

## P&P 3430 PROHIBITION OF HARASSMENT

### Reason for Changes

- Legal Update 40 – The Service updated this policy to add reference to Education Code Section 66262.5 and optional language regarding the prevalence of sexual harassment and sexual violence.
- Update of CCCCCO website.

(For more info on SBCCD's process for Board Policies and Administrative Procedures, visit <https://sbccd.edu/ap2410>.)

<b>Review Level:</b> 2   Legal Edit (Non 10+1)	<b>Review Level Approved by PPAC:</b> 12/12/2022	<b>Constituent Review:</b> Due 1/31/2023	<b>PPAC Info Item:</b> 2/13/2023
<b>BOT 1<sup>st</sup> Reading:</b> 3/9/2023	<b>BOT 2<sup>nd</sup> Reading &amp; Approval:</b> 4/13/2023		

### BP 3430 PROHIBITION OF HARASSMENT

With Changes Redlined

This policy prohibits District employees, students, and student organizations from engaging in unlawful discrimination and harassment including sexual misconduct. Allegations that an employee, student or student organization has violated the Discrimination and Harassment Policy will be resolved consistent with AP 3430: Prohibition of Harassment.

All forms of harassment are contrary to basic standards of conduct between individuals. State and federal law; and this policy prohibit harassment, and the District will not tolerate harassment. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of unlawful discrimination and harassment, including that which is based on any of the following statuses: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, pregnancy, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or because an individual is perceived to have one or more of the foregoing characteristics. Sexual violence (e.g.: non-consensual sexual intercourse and non-consensual sexual contact) and interpersonal/relationship violence are always violations of the sex and gender-based discrimination and harassment policies and stalking often can be as well.

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

The District recognizes that sex discrimination, including sexual harassment and violence, harms all students, undermines students' physical safety, impedes students' ability to learn, and can reinforce social inequality throughout a student's lifetime. The District has a responsibility to make reasonable efforts to respond effectively when sexual harassment is reported to, or observed by, District employees.

Any individual who believes that they have been harassed, discriminated against, or retaliated against in violation of this policy may report such incidents by following the procedures described in AP 3435. The District requires supervisors to report all incidents of discrimination, harassment and retaliation that come to their attention.

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

## P&P 3430 PROHIBITION OF HARASSMENT

### BP 3430 PROHIBITION OF HARASSMENT

With Changes Redlined

To this end the Chancellor or designee shall ensure that the institution undertakes education and training activities to counter harassment and to prevent, minimize, or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

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

#### **A substantial school interest includes:**

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

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

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

~~Questions about this policy should be directed to the Title IX Coordinator/Institutional Equity Officer.~~

~~The Chancellor shall ensure that the institution undertakes education and training activities to counter discrimination and harassment and to prevent, minimize, and/or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.~~

The Chancellor or designee shall establish procedures that define harassment on campus. The Chancellor or designee shall further establish procedures for employees, students, unpaid interns, volunteers, and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination, and procedures to resolve complaints of harassment and discrimination. State and federal law and this policy prohibit retaliatory acts by the District, its employees, students, and agents.

The District will publish and publicize this policy and related written procedures (including the procedure for making complaints) to administrators, faculty, staff, students, unpaid interns, and volunteers, particularly when they are new to the institution. The District will make this policy and related written procedures (including the procedure for making complaints) available in all administrative offices and will post them on the District's website.

## P&P 3430 PROHIBITION OF HARASSMENT

### BP 3430 PROHIBITION OF HARASSMENT

With Changes Redlined

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

#### References:

Education Code Sections 212.5, 44100, 66252, ~~and 66281.5~~, and 66262.5;  
 Government Code Sections 12923, 12940 and 12950.1;  
 Civil Code Section 51.9;  
 Title 2 Sections 10500 et seq.;  
 Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e;  
 Age Discrimination in Employment Act of 1967 (ADEA);  
 Americans with Disabilities Act of 1990 (ADA)

### AP 3430 PROHIBITION OF HARASSMENT

With Changes Redlined

Procedures for handling complaints of unlawful discrimination under title 5 sections 59300 ET SEQ.

~~(Replaces current SBCCD AP 3430)~~

#### Introduction and Scope

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

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

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

A copy of relevant procedures on unlawful discrimination will be displayed in a prominent location in the Office of Human Resources, San Bernardino Valley College President's Office, Crafton Hills College President's Office and other areas where notices regarding the institution's rules, regulations, procedures, and standards of conduct are posted.

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

The San Bernardino Community College District hereby implements the provisions of California Government Code sections 11135 through 11139.5, the Sex Equity in Education Act (Ed. Code, § 66250 et seq.), title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), Board Approved February 2010

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

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

## P&P 3430 PROHIBITION OF HARASSMENT

### AP 3430 PROHIBITION OF HARASSMENT

With Changes Redlined

Reference: Ed. Code §§ 66250 et seq. and 72011; Gov. Code, §§ 11135-11139.5; Penal Code §§ 422.6 and 422.55; 20 U.S.C. § 1681; 29 U.S.C. §§ 794 and 794d; 42 U.S.C. §§ 6101, 12100 et seq. and 2000d; 36 C.F.R. § 1194.

#### Responsible District Officer

The San Bernardino Community College District has identified the Vice Chancellor Human Resources and Police Services to the State Chancellor's Office and to the public as the single District officer responsible for receiving unlawful discrimination complaints filed pursuant to title 5, section 59328, and for coordinating their investigation and resolution. Informal charges of unlawful discrimination should be brought to the attention of the Vice Chancellor Human Resources and Police Services, who shall oversee the informal resolution process pursuant to section 59327. The actual investigation of complaints may be assigned to other staff or to outside persons or organizations under contract with the District. Such delegation procedures will be used whenever the Vice Chancellor is named in the complaint or is implicated by the allegations in the complaint.

Administrators, faculty members, other District employees, and students shall direct all complaints of unlawful discrimination to the Vice Chancellor Human Resources and Police Services.

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

#### Informal/Formal Complaint Procedure

(see Complaint Procedure Checklist at the end of the procedure)

When a person brings charges of unlawful discrimination to the attention of the Vice Chancellor of Human Resources and Police Services, he/she will:

- Undertake efforts to informally resolve the charges;
- Advise the complainant that he or she need not participate in informal resolution;
- Notify the person bringing the charges of his or her right to file a formal complaint and explain the procedure for doing so;
- Assure the complainant that he or she will not be required to confront, or work out problems with, the person accused of unlawful discrimination;
- Advise the complainant that he or she may file a nonemployment-based complaint with the Office for Civil Rights of the U.S. Department of Education (OCR) where such a complaint is within that agency's jurisdiction.
- If the complaint is employment-related, the complainant should also be advised that he or she may file a complaint with the U.S. Equal Employment Opportunity Commission (EEOC) and/or the California Department of Fair Employment and Housing (DFEH) where such a complaint is within that agency's jurisdiction.

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

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

The District will allow for representation where required by law and may allow for representation for the accused and complainant in

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other circumstances on a case by case basis.

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

#### Filing of Formal Written Complaint

If a complainant decides to file a formal written unlawful discrimination complaint against the District, he or she must file the complaint on a form prescribed by the State Chancellor. These approved forms are available from the District and also at the State Chancellor's website, as follows:

<https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/General-Counsel/Programs/College-District-Discrimination-Appeals>  
<http://www.cccco.edu/SystemOffice/Divisions/Legal/Discrimination/tabid/294/Default.aspx>

The completed form must be filed with the District representative or mailed directly to the State Chancellor's Office of the California Community Colleges. Complainants may contact the Vice Chancellor of Human Resources and Police Services for assistance in filling out the form, if necessary.

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

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

#### Threshold Requirements Prior to Investigation of a Formal Written Complaint

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

- The complaint must be filed on a form prescribed by the State Chancellor's Office.
- The complaint must allege unlawful discrimination prohibited under title 5, section 59300.
- The complaint must be filed by one who alleges that he or she has personally suffered unlawful discrimination or by one who has learned of such unlawful discrimination in his or her official capacity as a faculty member or administrator.
- In any complaint alleging discrimination in employment, the complaint shall be filed within 180 days of the date the alleged unlawful discrimination occurred, except that this period will be extended by no more than 90 days following the expiration of that 180 days if the complainant first obtained knowledge of the facts of the alleged violation after the expiration of 180 days.

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

#### Defective Complaint

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

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

#### Administrative Determination

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



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- the determination of the chief executive officer or his/her designee as to whether there is probable cause to believe discrimination occurred with respect to each allegation in the complaint;
- a description of actions taken, if any, to prevent similar problems from occurring in the future;
- the proposed resolution of the complaint; and
- the complainant's right to appeal to the District governing board and to file a complaint with the Department of Fair Employment and Housing.

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

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

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

#### Complainant's Appeal Rights

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

- First level of appeal: The complainant has the right to file an appeal to the District's governing board within 15 days from the date of the administrative determination. The District's governing board will review the original complaint, the investigative report, the administrative determination, and the appeal.
- The District's governing board will issue a final District decision in the matter within 45 days after receiving the appeal. Alternatively, the District's governing board may elect to take no action within 45 days, in which case the original decision in the administrative determination will be deemed to be affirmed and shall become the final District decision in the matter. A copy of the final decision rendered by the District's governing board will be forwarded to the complainant and to the State Chancellor's Office.

Complainants must submit all appeals in writing.

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

#### Extensions

If for reasons beyond its control, the District is unable to comply with the 90-day or 150-day deadlines specified above for submission of materials to the complainant and the State Chancellor's Office, the Vice Chancellor of Human Resources and Police Services will file a written request that the State Chancellor grant an extension of the deadline. Where an extension is deemed necessary by the District, it must be requested from the State Chancellor regardless of whether the case involves employment discrimination. The request will be submitted no later than 10 days prior to the expiration of the deadlines established by title 5 in sections 59336 and/or 59340 and will set forth the reasons for the request and the date by which the District expects to be able to submit the required materials.

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

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

#### Definitions

Definitions applicable to nondiscrimination policies are as follows:

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

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

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

Days means calendar days.

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

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

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

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

For sexual harassment under Title IX, Complainants must proceed under BP 3433 Prohibition of Sexual Harassment under Title IX, AP 3433 Prohibition of Sexual Harassment under Title IX, and AP 3434 Responding to Harassment Based on Sex under Title IX. For other forms of sexual harassment or gender-based harassment, Complainants should use this procedure.

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

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

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



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An individual also may be unable to give consent due to an intellectual or other disability.

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

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

Mental disability includes, but is not limited to, all of the following:

- Having any mental or psychological disorder or condition, such as mental retardation, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity. For purposes of this section:
  - Limits shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.
  - A mental or psychological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult.
  - Major life activities shall be broadly construed and shall include physical, mental, and social activities and working.
- Any other mental or psychological disorder or condition not described in paragraph (1) that requires specialized supportive services.
- Having a record or history of a mental or psychological disorder or condition described in paragraph (1) or (2), which is known to the District.
- Being regarded or treated by the District as having, or having had, any mental condition that makes achievement of a major life activity difficult.
- Being regarded or treated by the District as having, or having had, a mental or psychological disorder or condition that has no present disabling effect, but that may become a mental disability as described in paragraph 1 or 2.

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

Physical disability includes, but is not limited to, all of the following:

- Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following:
  - Affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.
  - Limits a major life activity. For purposes of this section:

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- Limits" shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.
- A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.
- Major life activities shall be broadly construed and include physical, mental, and social activities and working.
- Any other health impairment not described in paragraph (1) that requires specialized supportive services.
- Having a record or history of a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment described in paragraph (1) or (2), which is known to the District.
- Being regarded or treated by the District as having, or having had, any physical condition that makes achievement of a major life activity difficult.
- Being regarded or treated by the District as having, or having had, a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment that has no present disabling effect but may become a physical disability as described in paragraph (1) or (2).

Physical disability does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

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

Responsible District Officer means the officer identified by the District to the State Chancellor's Office as the person responsible for receiving complaints filed pursuant to title 5, section 59328, and coordinating their investigation. The Responsible District Officer for San Bernardino Community College District is the Vice Chancellor of Human Resources and Police Services.

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

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

- Making unsolicited written, verbal, physical, and/or visual contacts with sexual overtones. (Examples of possible sexual harassment that appear in a written form include, but are not limited to: suggestive or obscene letters, notes, and/or invitations. Examples of possible visual sexual harassment include, but are not limited to: leering, gestures, display of sexually aggressive objects or pictures, cartoons, or posters.)
- Continuing to express sexual interest after being informed that the interest is unwelcome.
- Making reprisals, threats of reprisal, or implied threats of reprisal following a rebuff of harassing behavior. The following are examples of conduct in an academic environment that might be found to be sexual harassment: threatening to withhold, or actually withholding, grades earned or deserved; suggesting a poor performance evaluation will be prepared; or suggesting a scholarship recommendation or college application will be denied.
- Engaging in explicit or implicit coercive sexual behavior within the work environment which is used to control, influence, or affect the employee's career, salary, and/or work environment.
- Engaging in explicit or implicit coercive sexual behavior within the educational environment that is used to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.

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- Offering favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassification, etc., in exchange for sexual favors.
- Awarding educational or employment benefits, such as grades or duties or shifts, recommendations, reclassification, etc., to any student or employee with whom the decision maker has a sexual relationship and denying such benefits to other students or employees.
- Unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature made by someone from, or in, the work or educational setting when:
  - Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress.
  - Submission to, or rejection of, the conduct by the individual is used as a basis of employment or academic decision affecting the individual.
  - The conduct has the purpose or effect of having a negative impact upon the individual's work or educational environment.
  - Submission to, or rejection of, the conduct by the individual is used as the basis for any decisions affecting the individual regarding benefits and services, honors, programs, or activities available at or through the community college.

Sexual orientation means heterosexuality, homosexuality, or bisexuality.

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

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

#### Consensual Relationships

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

#### Confidentiality of the Process

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

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

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

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students or employees.

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

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

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

#### Notice, Training, and Education for Students and Employees

The San Bernardino Community College District's Vice Chancellor of Human Resources and Police Services shall make arrangements for or provide training to employees and students on the District's unlawful discrimination policy and procedures. Faculty members, members of the administrative staff, and members of the support staff will be provided with notice of online access to the District's written procedure on unlawful discrimination at the beginning of the first semester of the college year each time the procedure is revised.

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

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

#### Academic Freedom

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

When investigating unlawful discrimination complaints containing issues of academic freedom San Bernardino Community College District will consult with a faculty member appointed by the Academic Senate with respect to contemporary practices and standards for course content and delivery.

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

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

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#### Record Retention

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

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

#### Retaliation

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

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

#### Complaint Procedure Checklist

- Complaint received by Vice Chancellor of Human Resources and Police Services
  - Acting in role of Equal Opportunity Officer
  - Within 180 days of occurrence
  - Extension of 90 days if knowledge attained after 180 days
- Acknowledgement of receipt in writing to complainant and State Chancellor's Office (SCO)
  - Within 10 days of complaint receipt
  - Designate resolution/investigation coordinator
  - Advise of formal complaint filing with Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH).
- Advise individual accused
  - General nature of complaint
  - Assessment of accuracy has not yet been made
  - An investigation will be conducted
  - Accused will be provided an opportunity to present his/her side of the matter
  - Retaliation of complainant or witnesses must be avoided
- District schedules informal resolution efforts or impartial investigation
  - Complete within 90 days of complaint receipt (extensions may be requested from SCO)
    - Extension requests must
      - Be filed at least 10 days prior to the original 90-day deadline

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- State reason why extension is necessary
  - The date by which District expects a determination
  - Corresponding copy sent to complainant
  - Notice to complainant of right to send objection to SCO within 5 days
- Factual description of the matter
- Summary of testimony provided by each witness
- Analysis of data or evidence collected
- Probable cause determination for each allegation in the complaint
- Other appropriate information
- If a formal complaint is filed with EEOC or DFEH, send complaint copy to SCO and request whether to continue with District formal investigation
- Investigative report and administrative determination letter forwarded to complainant and SCO
  - Within 90 days of complaint receipt
  - Pertinent information in letter
    - Ultimate determination on probable cause
    - Description of actions taken to prevent similar future allegations
    - Proposed resolution
    - Complainant's appeal DFEH rights
- Complainant may file appeal to governing board
  - Within 15 days from date of administrative determination
  - Board issues final district decision within 45 days of receiving appeal
    - Forwarded to complainant with DFEH appeal rights
- Governing board determination is final
  - No appeal rights to SCO

#### References:

Education Code Sections 212.5; 44100; 66281.5, and 66281.8;

Government Code Sections 12940 and 12923;

Civil Code Section 51.9;

Title 2 Sections 10500 et seq.;

Title 5 Sections 59320 et seq.;

Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e

**END OF RECOMMENDATION**



## P&P 3433 PROHIBITION OF SEXUAL HARASSMENT UNDER TITLE IX

### Reason for Changes

- Legal Update 40 – The Service updated this policy to add optional language regarding the prevalence of sexual harassment and sexual violence.

(For more info on SBCCD's process for Board Policies and Administrative Procedures, visit <https://sbccd.edu/ap2410>.)

<b>Review Level:</b> 2   Legal Edit (Non 10+1)	<b>Review Level Approved by PPAC:</b> 12/12/2022	<b>Constituent Review:</b> Due 1/31/2023	<b>PPAC Info Item:</b> 2/13/2023
<b>BOT 1<sup>st</sup> Reading:</b> 3/9/2023	<b>BOT 2<sup>nd</sup> Reading &amp; Approval:</b> 4/13/2023		

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The District recognizes that sex discrimination, including sexual harassment and violence, harms all students, undermines students' physical safety, impedes students' ability to learn, and can reinforce social inequality throughout a student's lifetime.

All forms of sexual harassment are contrary to basic standards of conduct between individuals. State and federal law and this policy prohibit sexual harassment and the District will not tolerate sexual harassment. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation including acts of sexual violence. The District has a responsibility to make reasonable efforts to respond effectively when sexual harassment is reported to, or observed by, District employees.

The District seeks to foster an environment in which all employees, students, applicants for employment, and applicants for admission feel free to report incidents of sexual harassment in violation of this policy and Title IX, without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of sexual harassment in violation of this policy and Title IX or for participating, or refusing to participate, in a sexual harassment investigation. The District will investigate all allegations of Title IX retaliation swiftly and thoroughly. If the District determines that someone has retaliated, it will take reasonable steps within its power to stop such conduct. Individuals who engage in Title IX retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion.

Any employee, student, applicant for employment, or applicant for admission who believes he/she/they has been harassed or retaliated against in violation of this policy should immediately report such incidents by following the procedures described in AP 3434 Responding to Harassment Based on Sex under Title IX. The District requires supervisors to report all incidents of harassment and retaliation that come to their attention.

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

To this end, the Chancellor shall ensure that the institution undertakes education and training activities to counter sexual harassment and to prevent, minimize, or eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

## P&P 3433 PROHIBITION OF SEXUAL HARASSMENT UNDER TITLE IX

### BP 3433 PROHIBITION OF SEXUAL HARASSMENT UNDER TITLE IX

With Changes Redlined

The Chancellor shall establish procedures that define sexual harassment on campus. The Chancellor shall further establish procedures for employees, students, and other members of the campus community that provide for the investigation and resolution of complaints regarding sexual harassment in violation of this policy, and procedures to resolve complaints of sexual harassment in violation of this policy. State and federal law and this policy prohibit retaliatory acts against all participants by the District, its employees, students, and agents.

The District will publish and publicize this policy and related written procedures (including the procedure for making complaints) to administrators, faculty, staff, students, applicants for employment, and applicants for admission, particularly when they are new to the institution. The District will make this policy and related written procedures (including the procedures for making complaints) available in all administrative offices and will post them on the District's website.

Employees who violate the policy and procedures may be subject to disciplinary action up to and including termination. Students who violate this policy and related procedures may be subject to disciplinary measures up to and including expulsion. Volunteers or unpaid interns who violate this policy and related procedures may be subject to disciplinary measure up to and including termination from the volunteer assignment, internship, or other unpaid work experience program.

#### References:

Title IX of the Education Amendments Act of 1972;  
34 Code of Federal Regulations Part 106

### AP 3433 PROHIBITION OF SEXUAL HARASSMENT UNDER TITLE IX

FYI Only | No Change Recommended

The District is committed to providing an academic and work environment free of unlawful sex harassment under Title IX. This procedure defines sexual harassment on campus.

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

#### Definitions

**Sexual Harassment under Title IX:** Conduct that satisfies one or more of the following:

- A District employee conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (*quid pro quo* harassment);
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;
- Sexual assault, including the following:
  - **Sex Offenses.** Any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.
  - **Rape** (except Statutory Rape). The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their



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temporary or permanent mental or physical incapacity. There is carnal knowledge if there is the slightest penetration of the genital or anal opening of the body of another person.

- **Sodomy.** Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity.
- **Sexual Assault with an Object.** To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything the offender uses other than the offender's genitalia, e.g., a finger, bottle, handgun, stick.
- **Fondling.** The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity.
- **Sex Offenses, Non-Forcible Unlawful, Non-Forcible Sexual Intercourse.**
  - **Incest.** Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
  - **Statutory Rape – Non-Forcible.** Sexual intercourse with a person who is under the statutory age of consent. There is no force or coercion used in Statutory Rape; the act is not an attack.
- **Dating violence.** Violence against a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of a relationship will be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
- **Domestic Violence.** Violence committed:
  - By a current or former spouse or intimate partner of the victim;
  - By a person with whom the victim shares a child in common;
  - By a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;
  - By a person similarly situated to a spouse of the victim under the domestic or family violence laws of California; or
  - By any other person against an adult or youth victim protected from that person's acts under the domestic or family violence laws of California.
- **Stalking.** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his/her/their safety or the safety of others or suffer substantial emotional distress.

#### References:

Title IX, Education Amendments of 1972; Title 5 Sections 59320 et seq.;  
 Title VII of the Civil Rights Act of 1964, 42 U.S. Code Annotated Section 2000e

**END OF RECOMMENDATION**

## P&P 3434 RESPONDING TO HARASSMENT BASED ON SEX UNDER TITLE IX

### Reason for Changes

- Legal Update 38 – The Service updated this procedure to add optional language to highlight diversity, equity, and inclusion issues and to clarify other language.
- Legal Update 39 – The Service updated this procedure to delete language that limited a decision maker's reliance on evidence from parties or witnesses who are not subject to cross-examination. (Victim Rights Law Center et al. v. Cardona, No. 1:20-cv-111104, 2021 WL 3185743 (D. Mass. July 28, 2021)) The U.S. Department of Education has confirmed that it will not enforce this provision of the Federal Code of Regulations. The Service also clarified language regarding supportive services, confidentiality, and training procedures, in accordance with provisions of the Education Code and Title IX.

(For more info on SBCCD's process for Board Policies and Administrative Procedures, visit <https://sbccd.edu/ap2410>.)

<b>Review Level:</b> 2   Legal Edit (Non 10+1)	<b>Review Level Approved by PPAC:</b> 12/12/2022	<b>Constituent Review:</b> Due 1/31/2023	<b>PPAC Info Item:</b> 2/13/2023
<b>BOT 1<sup>st</sup> Reading:</b> 3/9/2023	<b>BOT 2<sup>nd</sup> Reading &amp; Approval:</b> 4/13/2023		

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No BP

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#### Introduction

The District encourages members of the District community to report sexual harassment. This procedure only applies to conduct defined sexual harassment under Title IX and applicable federal regulations and that meet Title IX jurisdictional requirements. The District will respond to sexual harassment and sexual misconduct that falls outside that definition and outside the jurisdiction of the Title IX federal regulations using California law and applicable District policies and procedures. In implementing these procedures discussed below, the District will also provide supportive measures, training, and resources in compliance with California law, unless they are preempted by the Title IX regulations.

#### Title IX Coordinator

Questions concerning Title IX may be referred to the District Title IX Coordinator whose contact information is below.

The District's Title IX Coordinator: ~~Director of Human Resources~~ is Dr. Aysia Brown, Director of Diversity, Equity, and Inclusion.

The Title IX Coordinator's contact information is:

550 E. Hospitality Lane Suite 200, San Bernardino, CA 92408

Phone: 909-~~388-6950~~381-8426

Email: ~~hr@sbccd.cc.ca.us~~AyBrown@sbccd.edu

Individuals can also file a complaint at the following link: <http://www.lighthouse-services.com/SBCCD>

CHC's Title IX Coordinator: Vice President of Student Services

11711 San Canyon Road, Yucaipa, CA 92399

Phone: 909-389-3355

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SBVC's Title IX Coordinator: Vice President of Student Services  
 Address: 701 South Mount Vernon Ave, San Bernardino, CA 92410  
 Phone: 909-384-8297

The Title IX Coordinator is required to respond to reports of sexual harassment or misconduct. The Title IX Coordinator will handle information received with the utmost discretion and will share information with others on a need-to-know basis. For example, the Title IX Coordinator may need to address public safety concerns on campus, comply with state and federal legal requirements, or share information to implement supportive measures.

A report of sexual harassment to the Title IX Coordinator does not necessarily lead to a full investigation, as discussed more fully below. However, the Title IX Coordinator will make an assessment to determine if there is a safety risk to the campus. If the Title IX Coordinator finds there is a continued risk, the Title IX Coordinator will file the formal complaint without the Complainant's consent or cooperation.

#### **Title IX Harassment Complaints, Investigations, and Hearings**

These Title IX sexual harassment procedures and the related policy protect students, employees, applicants for employment, and applicants for admission.

#### **Jurisdictional Requirements – Application of Procedures**

These procedures apply if the conduct meets the following three jurisdictional requirements:

- The conduct took place in the United States;
- The conduct took place in a District “education program or activity.” This includes locations, events, or circumstances over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred, including on-campus and off-campus property and buildings the District owns or controls or student organizations officially recognized by the District own or control.
- The conduct meets the definition of Title IX “sexual harassment.”

#### **Definitions**

**Advisor:** Throughout the grievance process, both the Complainant and Respondent have a right to an Advisor of their choice. If a Party does not have an Advisor at the time of the hearing, the District must provide the Party an Advisor of its choice, free of charge. The District may establish restrictions regarding the extent to which the Advisor may participate in the proceedings as long as the restrictions apply equally to both Parties.

**Complainant:** A Complainant is an individual who alleges he/she/they is the victim of conduct that could constitute sexual harassment.

**Consent:** Consent means affirmative, conscious, and voluntary agreement to engage in sexual activity. Both Parties must give affirmative consent to sexual activity. It is the responsibility of each person involved in the sexual activity to ensure that he/she/they has the affirmative consent of the other or others to engage in the sexual activity. Lack of protest, lack of resistance, or silence does not indicate consent. Affirmative consent must be ongoing throughout a sexual activity and one can revoke his/her/their consent at any time. The existence of a dating relationship between the persons involved, or the fact of past sexual relations between them, is not an indicator of consent.

The Respondent's belief that the Complainant consented will not provide a valid defense unless the belief was actual and reasonable, based on the facts and circumstances the Respondent knew, or reasonably should have known, at the time of the incident. A Respondent's belief is not a valid defense where:

- The Respondent's belief arose from the Respondent's own intoxication or recklessness;
- The Respondent did not take reasonable steps to ascertain whether the Complainant affirmatively consented; or

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- The Respondent knew or a reasonable person should have known that the Complainant was unable to consent because the Complainant was incapacitated, in that the Complainant was:
  - asleep or unconscious;
  - unable to understand the fact, nature, or extent of the sexual activity due to the influence of drugs, alcohol, or medication; or
  - unable to communicate due to a mental or physical condition.

**Decision Maker:** The person who will oversee the live hearing and make a determination of responsibility. The Decision-Maker cannot be the Title IX Coordinator or the investigator.

**Formal Complaint:** A written complaint signed by the Complainant or Title IX Coordinator, alleging sexual harassment and requesting an investigation. If the Title IX Coordinator signs the formal complaint, he/she/they will not become a Party to the complaint.

**Parties:** As used in this procedure, this means the Complainant and Respondent.

**Respondent:** A Respondent is an individual reported to be the perpetrator of conduct that could constitute sexual harassment.

**Sexual Harassment under Title IX:** Conduct that satisfies one or more of the following:

- A District employee conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (*quid pro quo* harassment);
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;
- Sexual assault, including the following:
  - **Sex Offenses.** Any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.
  - **Rape** (except Statutory Rape). The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity. There is carnal knowledge if there is the slightest penetration of the genital or anal opening of the body of another person.
  - **Sodomy.** Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity.
  - **Sexual Assault with an Object.** To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything the offender uses other than the offender's genitalia, e.g., a finger, bottle, handgun, stick.
  - **Fondling.** The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her/their age or because of his/her/their temporary or permanent mental or physical incapacity.
  - **Sex Offenses, Non-Forcible Unlawful, Non-Forcible Sexual Intercourse.**

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- **Incest.** Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- **Statutory Rape** – Non-Forcible. Sexual intercourse with a person who is under the statutory age of consent. There is no force or coercion used in Statutory Rape; the act is not an attack.
- **Dating violence.** Violence against a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of a relationship will be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
- **Domestic Violence.** Violence committed:
  - By a current or former spouse or intimate partner of the victim;
  - By a person with whom the victim shares a child in common;
  - By a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;
  - By a person similarly situated to a spouse of the victim under the domestic or family violence laws of California; or
  - By any other person against an adult or youth victim protected from that person's acts under the domestic or family violence laws of California.
- **Stalking.** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his/her/their safety or the safety of others or suffer substantial emotional distress.

#### Reporting Options

Any individual may report sexual harassment to the District's Title IX Coordinator.

The District strongly encourages prompt reporting of sexual harassment. Prompt reporting allows for the collection and preservation of evidence, including physical evidence, digital media, and witness statements. A delay may limit the District's ability to effectively investigate and respond.

Because individuals may be deterred from reporting incidents of sexual harassment if alcohol, drugs, or other violations of District or campus rules were involved, the District will inform individuals that the primary concern is for student and employee safety and that use of alcohol or drugs never makes a Complainant at fault for sexual harassment. If other rules are violated, the District will address such violations separately from an allegation of sexual violence.

Individuals have the opportunity to decide whether they want to pursue a formal Title IX complaint. Reporting sexual harassment to the Title IX Coordinator does not automatically initiate an investigation under these procedures. A report allows the District to provide a wide variety of support and resources to impacted individuals and to prevent the reoccurrence of the conduct. A Complainant or the Title IX Coordinator filing a formal complaint will initiate an investigation.

If there are parallel criminal and Title IX investigations, the District will cooperate with the external law enforcement agency and will coordinate to ensure that the Title IX process does not hinder legal process or proceedings.

The District will document reports of sexual harassment in compliance with the Clery Act, a federal law requiring data collection of crime within the campus geography. Under the Clery Act, the District does not document personal information; the District reports the type of conduct, and the time, date, and location. (Also see BP/AP 3540 Sexual and Other Assaults on Campus)

**P&P 3434 RESPONDING TO HARASSMENT BASED ON SEX UNDER TITLE IX****AP 3434 RESPONDING TO HARASSMENT BASED ON SEX UNDER TITLE IX****With Changes Redlined****District Employees and Officials with Authority**

District Officials with Authority are not confidential resources and are required to report allegations of sexual harassment to the Title IX Coordinator promptly. All other employees are encouraged to report allegations to the Title IX Coordinator but are not required to do so.

**The District has designated all managers as Officials with Authority**

Officials with Authority are required to report all relevant information they know about sexual harassment including the name of the Respondent, the Complainant, any other witnesses, and the date, time, and location of the alleged incident.

**Intake and Processing of Report****Receipt of Report**

After receiving a report of sexual harassment, the Title IX Officer will contact the Complainant and reporting party to explain rights under this policy and procedure and invite the Complainant to an in-person meeting. The Title IX Officer will discuss supportive measures with the Parties.

**Timeframe for Reporting**

To promote timely and effective review, the District strongly encourages individuals to report sexual harassment as soon possible because a delay in reporting may affect the ability to collect relevant evidence and may affect remedies the District can offer.

**Supportive Measures**

Supportive measures are non-disciplinary, non-punitive individualized services offered free of charge to the Complainant or the Respondent regardless of whether a formal complaint has been filed. The District will provide the Complainant and Respondent with written notice of options for, available assistance in, and how to request available supportive measures. The District will provide such measures to Complainant and Respondent as appropriate and as reasonably available to restore or preserve equal access to the District's education program or activities. ~~The District will provide the Complainant and Respondent with supportive measures as appropriate and as reasonably available to restore or preserve equal access to the District's education program or activities.~~ These measures are designed to protect the safety of all Parties, protect the District's educational environment, or deter sexual harassment. The District will provide supportive measures on a confidential basis and will not disclose that the District is providing supportive measures except to those with a need to know to enable the District to provide the only make disclosures to those with a need to know to enable the District to provide the service. ~~Supportive service. Supportive measures may include changes to academic, living, transportation, and working situation or protective measures such as measures may include~~ counseling, extensions of deadlines, other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the Parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

**Removal of Respondent Pending Final Determination**

Upon receiving a report regarding sexual harassment, the Title IX Coordinator will make an immediate assessment concerning the health and safety of the Complainant and campus community as a whole. The District has the right to order emergency removal of a Respondent, or if the Respondent is an employee, place the employee on administrative leave.

**Emergency removal**

The District may remove a non-employee Respondent from the District's education program or activity on an emergency basis after it conducts an individualized safety and risk analysis and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal.

The District may not use emergency removal to address a Respondent's threat of obstructing the sexual harassment investigation or destroying relevant evidence. Emergency removal is only available to address health or safety risks against individuals arising



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out of sexual harassment allegations, not to address other forms of misconduct that a Respondent might commit pending the processing of a complaint.

The ~~District's HR Director~~Title IX Coordinator, Campus Presidents, Vice Presidents or designee will conduct the individualized safety and risk analysis.

If the individuals listed above determines emergency removal is appropriate, he/she/they or designee will provide the person the District is removing from campus on an emergency basis with a notice and opportunity to attend a meeting and challenge the basis of his/her/their removal. The ~~HR Director~~Title IX Coordinator, Campus Presidents, Vice Presidents or designee will determine whether the emergency removal from campus order is warranted after considering information provided by the Respondent challenging the emergency removal.

#### Administrative leave

The District may place a non-student employee Respondent on administrative leave during the pendency of a grievance process described in the formal complaint process below. The District will follow any relevant policies, procedures, collective bargaining agreements, or state law in placing an employee on administrative leave.

#### Formal Complaint Grievance Process

##### Notice to Parties

Upon receipt of a formal complaint, the Title IX Coordinator will provide the following notice in writing, to the Parties:

- Notice of the District's Title IX grievance process;
- Notice of the allegations of alleged sexual harassment with sufficient details known at the time and with sufficient time to prepare a response before any initial interview;
- Statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- Notice that the Parties may have Advisor of their choice, who may be, but is not required to be, an attorney;
- Notice that the Parties may inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and inculpatory or exculpatory evidence whether obtained from a Party or other source; and
- Inform the Parties of any provision in the District's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, in the course of an investigation, the District decides to investigate allegations about the Complainant or Respondent that are not included in the notice provided above, the Title IX Coordinator will provide notice in writing of the additional allegations to the Parties.

##### Dismissal of ~~F~~ormal ~~C~~omplaint

The District must investigate the allegations in a formal complaint. However, the District must dismiss the formal complaint and will not process the complaint under these procedures if any of the following three circumstances exist:

- If the conduct alleged in the formal complaint would not constitute Title IX sexual harassment as defined in this procedure;
- If the conduct alleged did not occur in the District's education program or activity;
- If the conduct alleged did not occur against a person in the United States.

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The District has discretion to dismiss a formal complaint or any allegation under the following circumstances:

- If at any time during the investigation or hearing: a Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the formal complaint or any allegations;
- If the Respondent is no longer enrolled or employed by the District; or
- If there are specific circumstances that prevent the District from gathering evidence sufficient to reach a determination regarding responsibility as to the formal complaint or allegations.

If the District dismissed the formal complaint or any allegations, the Title IX Coordinator shall simultaneously provide the Parties with written notice of the dismissal and reason. The District will also notify the Parties of their right to appeal.

The District may commence proceedings under other policies and procedures after dismissing a formal complaint.

#### **Consolidation of Formal Complaints**

The District may, but is not required to, consolidate formal complaints as to allegations of sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one Party against the other Party, where the allegations of sexual harassment arise out of the same facts or circumstances.

#### **Equitable Treatment of the Parties**

The District's determination of responsibility is a neutral, fact-finding process. The District will treat Complainants and Respondents equitably. The procedures will apply equally to both Parties. The District will not discipline a Respondent unless it determines the Respondent was responsible for sexual harassment at the conclusion of the grievance process.

#### **Statement of Presumption of Non-Responsibility**

The investigation is a neutral, fact-finding process. The District presumes all reports are in good faith. Further, the District presumes the Respondent is not responsible for the alleged conduct. The District makes its determination regarding responsibility at the conclusion of the grievance process.

#### **Bias or Conflict of Interest**

The District's Title IX Coordinator, investigator, Decision-Maker, or any person designated by the District to facilitate an informal resolution process, will not have potential actual bias or conflict of interest in the investigatory, hearing, sanctioning, or appeal process or bias for or against Complainants or Respondents generally. Actual bias is an articulated prejudice in favor of or against one Party or position; it is not generalized concern about the personal or professional backgrounds, positions, beliefs, or interests of the Decision-Maker in the process. The District will ensure that the Title IX Coordinator, investigator, Decision-Maker, and facilitator receive training on:

- The definition of sexual harassment in this procedure;
- The scope of the District's education program or activity;
- How to conduct an investigation;
- The grievance process including conducting hearings, appeals, and informal resolution processes; and
- How to serve impartially, including avoiding: prejudgment of the facts at issue; conflicts of interest; and bias.

#### **Timeline for Completion**

The District will undertake its grievance process promptly and as swiftly as possible. The District will complete the investigation and its determination regarding responsibility or the informal resolution process within **180 days**-calendar days.

When appropriate, the Title IX Coordinator may determine that good cause exists to extend the **180** calendar day period to conduct a fair and complete investigation, to accommodate an investigation by law enforcement, to accommodate the unavailability of



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witnesses or delays by the Parties, to account for District breaks or vacations, or due to the complexity of the investigation. The District will provide notice of this extension to the Complainant and Respondent in writing and include the reason for the delay and anticipated timing of completion.

A Party may request an extension from the Title IX Coordinator in writing by explaining the reason for the delay and the length of the continuance requested. The Title IX Coordinator will notify the Parties and document the grant or denial of a request for extension or delay as part of the case recordkeeping.

#### Role of Advisor

The role of the Advisor is to provide support and assistance in understanding and navigating the investigation process.

The Advisor may not testify in or obstruct an interview or disrupt the process. The Title IX Coordinator has the right to determine what constitutes appropriate behavior of an Advisor and take reasonable steps to ensure compliance with this procedure.

A Party does not have a right to self-representation at the hearing; an Advisor must conduct any cross-examination. The District must provide an Advisor of its choice, free of charge to any Party without an Advisor in order to conduct cross-examination. If an Advisor fails to appear at the hearing, the District will provide an Advisor to appear on behalf of the non-appearing Advisor. To limit the number of individuals with confidential information about the issues, each Party may identify one Advisor.

#### Confidentiality Agreements

To protect the privacy of those involved, the Parties and Advisors are required to sign a confidentiality agreement prior to attending an interview or otherwise participating in the District's grievance process. The confidentiality agreement restricts dissemination of any of the evidence subject to inspection and review or use of this evidence for any purpose unrelated to the Title IX grievance process. The confidentiality agreement will not restrict the ability of either Party to discuss the allegations under investigation.

#### Use of Privileged Information

The District's formal complaint procedure does not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally-recognized privilege (e.g., attorney-client privilege, doctor-patient privilege, spousal privilege, etc.), unless the person holding the privilege provides voluntary, written consent to waive the privilege.

#### Investigations

The Title IX Coordinator is responsible to oversee investigations to ensure timely resolution and compliance with Title IX and this procedure.

Both Parties have the right to have an Advisor present at every meeting described in this section.

#### Trained investigators

The District will investigate Title IX formal complaints fairly and objectively. Individuals serving as investigators under this procedure will have adequate training on what constitutes sexual harassment and how the District's grievance procedures operate. The District will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence and complies with this procedure.

#### ~~Gathering Evidence and Burden of Proof~~Burden of Gathering Evidence

The District, not the Parties, has the responsibility to gather information and interview witnesses. As part of the District's burden of gathering evidence, the District's investigator will create an investigative report that fairly summarizes relevant evidence, whether it is inculpatory or exculpatory. The investigator shall not make findings or determinations of law or fact.

~~The District, not the Parties, has the responsibility to gather information and interview witnesses. When the investigator evaluates the evidence, he/she/they will do so using the preponderance of the evidence standard. After considering all the evidence gathered, the investigator will decide whether it is more likely than not that reported conduct occurred.~~

#### Notice of Investigative Interview

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The District will provide written notice of the date, time, location, participants, and purpose of all investigative interviews to a Party whose participation is invited or expected, with sufficient time for the Party to prepare to participate.

#### **Evidence Review**

Both Parties have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a Party or other source.

Prior to the investigator preparing an investigative report, the District will send to each Party and the Party's Advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The Parties will have at least ten days to submit a written response. The investigator must consider this written response prior to completing the investigative report.

#### **Investigative Report**

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

- A description of the circumstances giving rise to the formal complaint;
- A description of the procedural steps taken during the investigation, including all individuals contacted and interviewed;
- A summary of the testimony of each witness the investigator interviewed;
- An analysis of relevant evidence collected during the investigation, including a list of relevant documents;
- A specific finding as to whether the allegations occurred using a preponderance of the evidence standard;
- A table of contents if the report exceeds ten pages; and
- Any other information deemed appropriate by the District.

The investigator will not make a determination regarding responsibility.

The investigator may redact information not directly related to the allegations or privileged information. However, the investigator will keep a log of information he/she/they do not produce to the Parties. The investigator will provide this log only to the Title IX Coordinator. The Title IX Coordinator will not disclose the log to the Parties, but will maintain the log in the Title IX Coordinator's file, in the event it later becomes relevant.

At least ten days prior to a hearing or other time of determination regarding responsibility, the District will send the investigative report to each Party and their Advisors, if any, the investigative report in an electronic format or a hard copy, for review and written response. The Parties will have at least ten days to submit a written response.

#### **Hearing**

After completing an investigation and prior to completing a determination regarding responsibility, the District will hold a live hearing to provide the Complainant and Respondent an opportunity to respond to the evidence gathered before a Decision-Maker. Neither Party may choose to waive the right to a live hearing, but the Parties can choose whether to participate in the hearing or answer some or all cross-examination questions.

#### **Notice**

If the District proceeds to a hearing, the District will provide all Parties written notice of the date, time, location, participants, and purpose of the hearing with sufficient time for the Party to prepare to participate.

#### **Hearing Format**

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The District may provide a live hearing with all Parties physically present in the same geographic location or, at the District's discretion if either Party requests, the District may provide any or all Parties, witnesses, and other participants the ability to appear at the live hearing virtually, with technology enabling participants simultaneously to see and hear each other in real time.

The District will make the information reviewed during the Evidence Review available at the hearing for reference and consultation. The District will not restrict the ability of either Party to discuss the allegations under investigation or to gather and present relevant evidence.

The District will create an audio or audiovisual recording, or transcript, of any live hearing and make it available to the Parties for inspection and review.

#### **Decision-Maker**

The Decision-Maker will be free from conflict of interest or bias, including bias for or against Complainants or Respondents. In cases where the Complainant or Respondent objects to the Decision-Maker based on a conflict of interest, the Complainant or Respondent may request the Title IX Coordinator select a different Decision-Maker. The Complainant or Respondent must make this request to the Title IX Coordinator in writing at least five business days prior to the hearing.

The Decision-Maker may ask the Parties and the witnesses questions during the hearing. The Decision-Maker must objectively evaluate all relevant evidence both inculpatory and exculpatory and must independently reach a determination regarding responsibility without giving deference to the investigative report. The Decision-Maker must receive training on issues of relevance, how to apply the rape-shield protections for Complainants, and any technology to be used at the hearing.

#### **Presenting Witnesses**

The District will provide the Complainant and Respondent an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. Witnesses, like Parties, are not required to participate in the live hearing process.

Only relevant evidence will be admissible during the hearing. Relevant evidence means evidence, including evidence relevant to the credibility of a Party or witness, having any tendency in reason to prove or disprove any disputed fact material to the allegations under investigation.

#### **Cross-Examination**

The District will permit each Party's Advisor to ask the other Party and any witnesses all relevant questions and follow-up questions, including those questions challenging credibility. The Party's Advisor must conduct cross-examination directly, orally, and in real time. A Party may never personally conduct cross-examination.

Advisors may only ask relevant cross-examination and other questions of a Party or witness. Before a Complainant, Respondent, or witness answers a cross-examination or other question, the Decision-Maker must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. The Decision-Maker need not provide a lengthy or complicated explanation in support of a relevance determination.

If a Party or witness disagrees with a relevance determination, that individual has the choice of either (1) abiding by the Decision-Maker's determination and answering the question or (2) refusing to answer the question.

The District, not the Parties, has the responsibility to gather information and interview witnesses. As part of the District's burden of gathering evidence, the District's investigator will create an investigative report that fairly summarizes relevant evidence, whether it is inculpatory or exculpatory. The investigator shall not make findings or determinations of law or fact.

~~If a Party or witness does not submit to cross-examination at the live hearing, the Decision-Maker will not rely on any statement of that Party or witness in reaching a determination regarding responsibility. A Party or witness may also decline to answer a question, and the Decision-Maker cannot rely on any statement on which that Party or witness has declined to answer cross-examination questions.~~ A Decision-Maker cannot draw an inference about the determination regarding responsibility based solely on a Party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions.

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The Decision-Maker may also ask any Party or witness questions. If a Party or witness refuses to respond to a Decision-Maker's questions, the Decision-Maker is not precluded from relying on that Party or witness' statements.

#### Determinations of Responsibility

When the Decision-Maker makes a determination of responsibility or non-responsibility, the Decision-Maker will issue a written determination regarding responsibility, no later than 20 business days after the date that the hearing ends.

When making a determination regarding responsibility, a Decision-Maker will objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence. A Decision-Maker may not make credibility determinations based on an individual's status as a Complainant, Respondent, or witness. In evaluating the evidence, the Decision-Maker will use the preponderance of the evidence standard. Thus, after considering all the evidence it has gathered, the District will decide whether it is more likely than not that sexual harassment occurred.

The written determination will include:

- Identification of the allegations potentially constituting Title IX sexual harassment as defined in these procedures;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including who conducted the investigation and gave notifications to the Parties. The determination will also state when, where, and the date the investigator interviewed the Parties and witnesses, conducted site visits, the methods used to gather other evidence. The procedural section should also discuss the dates and how the Parties were provided the opportunity to review and inspect evidence and the date of any hearings held and who attended the hearing;
- Findings of fact supporting the determination. In making these findings, the Decision-Maker will focus on analyzing the findings of fact that support the determination of responsibility or non-responsibility;
- Conclusions regarding the application of the District's code of conduct to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility;
- A statement of, and rationale for, any disciplinary sanctions the District imposes on the Respondent;
- A statement of whether the District will provide the Complainant with remedies designed to restore or preserve equal access to the District's education program or activity;
- The District need not disclose to the Respondent remedies that do not affect him/her/them as part of the written determination. The District can inform the Respondent that it will provide remedies to the Complainant. However, the District will inform the Complainant of the sanctions against the Respondent;
- The District's procedures and permissible bases for the Complainant and Respondent to appeal.

The District will provide the written determination to the Parties simultaneously. The determination regarding responsibility becomes final either on the date that the District provides the Parties with the written determination of the result of the appeal, if the Parties file an appeal, or if the Parties do not file an appeal, the date on which an appeal would no longer be timely.

#### Disciplinary Sanctions and Remedies

The District must have completed the grievance procedures (investigation, hearing, and any appeal, if applicable) before the imposing disciplinary sanctions or any other actions that are not supportive measures against a Respondent. If the Decision-Maker determines the Respondent was responsible for conduct that constitutes sexual harassment, the District will take disciplinary action against the Respondent and any other remedial action it determines to be appropriate. The action will be prompt, effective, and commensurate with the severity of the offense.

Remedies for the Complainant might include, but are not limited to:

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- Providing an escort to ensure that the Complainant can move safely between classes and activities;
- Ensuring that the Complainant and Respondent do not attend the same classes or work in the same work area;
- Providing counseling services or a referral to counseling services;
- Providing medical services or a referral to medical services;
- Providing academic support services, such as tutoring;
- Arranging for a Complainant, if a student, to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the Complainant's academic record; and
- Reviewing any disciplinary actions taken against the Complainant to see if there is a causal connection between the harassment and the misconduct that may have resulted in the Complainant's discipline.

Possible disciplinary sanctions for student Respondents include written or verbal reprimand, required training or counseling, non-academic probation, suspension, and expulsion. Possible disciplinary sanctions for employee Respondents include written or verbal reprimand, required training or counseling, reduction in pay, demotion, suspension, or discharge.

#### **Appeal of Dismissal of a Formal Complaint or of the Determination of Responsibility**

A Complainant or Respondent may appeal the District's determination regarding responsibility or the dismissal of a formal complaint or any allegations. A Complainant or Respondent must submit a written appeal within five business days from the date of the notice of determination regarding responsibility or from the date of the District's notice of dismissal of a formal complaint or any allegations.

#### **Grounds for Appeal**

The Cehancellor or designee will serve as the Decision-Maker on Appeal. In filing an appeal of the District's determination regarding responsibility or the District's dismissal of a formal complaint, the Party must state the grounds for appeal and a statement of facts supporting those grounds. The grounds for appeal are as follows:

- A procedural irregularity affected the outcome;
- New evidence was not reasonably available at the time the District's determination regarding responsibility or dismissal was made, and this new evidence could affect the outcome; or
- The District's Title IX Coordinator, investigator, or Decision-Maker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome.

#### **Appeal Procedure**

If the Complainant or Respondent submit an appeal to the District, the District will:

- Notify the other Party in writing within five business days of receiving a Party's appeal;
- Allow the non-appealing Parties at least ten business days from the date of receipt of the appeal to submit a written statement in support of, or challenging, the outcome;

The appeal Decision-Maker will issue a written decision on whether to grant or deny the appeal, and the rationale for the decision, within 45 business days after the Decision-Maker on appeal receives the response to the appeal or the last day to provide a response. The District will provide the written decision simultaneously to both Parties.

The Decision-Maker on appeal may extend or otherwise modify the deadlines provided above. Either Party may seek an extension by submitting a written request to the appeal Decision-Maker explaining the need for the extension and the proposed length of the

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extension. The Decision-Maker will respond to the request within 48 hours in writing and will inform the Parties simultaneously whether the extension is granted.

#### Informal resolution

If the District determines that a formal complaint is appropriate for informal resolution, it may provide the Parties with the opportunity to participate in an informal resolution process, including mediation, at any time prior to reaching a determination regarding responsibility.

The District will provide the Complainant and Respondent written disclosure of the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the Parties from resuming a formal complaint arising from the same allegations, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

The District must obtain the Parties' voluntary, written consent to the informal resolution process. If the Parties reach an agreement, the District does not have to complete a full investigation and adjudication of a report of sexual harassment. At any time prior to agreeing to a resolution, any Party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

The informal resolution process is not available to resolve allegations that an employee sexually harassed a student.

#### Retaliation prohibited

The District prohibits any intimidation, threats, coercion, or discrimination against any individual who made a report or complaint of sexual harassment, testified, assisted, or participated or refused to participate in any manner in a Title IX investigation, proceeding, or hearing. Individuals who experience retaliation may file a complaint using the formal complaint process described above.

#### Dissemination of Policy and Procedures

The District will provide its policy and procedures related to Title IX on its website and in each handbook or catalog provided to applicants for admission and employment, students, employees, and all unions or professional organizations holding collective bargaining with the District.

When hired, employees are required to sign acknowledging that they have received the policy and procedures. The District will place the signed acknowledgment of receipt in each employee's personnel file.

#### Training

The District will provide training to Title IX Coordinators, investigators, Decision-Makers, and any individual who facilitates an informal resolution process, on the definition of sexual harassment, the scope of the District's education program or activities, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including avoiding prejudgment of the facts at issue, conflicts of interest, and bias. Any materials used to train the District's Title IX Coordinator, investigators, Decision-Makers, and any person who facilitates an informal resolution process, will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment.

#### File retention

The District will retain on file for a period of at least seven years after closing the case copies of:

- The original report or complaint;
- Any actions taken in response to the complaint, including supportive measures;
- The investigative report including all evidence gathered and any responses from the Parties;
- The District's determination regarding responsibility;



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- Audio or audiovisual recording or transcript from a hearing;
- Records of any disciplinary sanctions imposed on the Respondent;
- Records of any remedies provided to the Complainant;
- Any appeal and the result;
- Any informal resolution and the result; and
- All materials used to train Title IX Coordinators, investigators, Decision-Makers, and any person who facilitates an informal resolution process. The District will make these training materials publicly available on its website.

The District will make these documents available to the U.S. Department of Education Office for Civil Rights upon request.

#### Complaint Reporting

The Chancellor shall provide the Board of Trustees, upon request, a report of complaints filed pursuant to AP 3434. This report must disaggregate the complaints by complaint type (Student Complainant and Student Respondent, Student Complainant and Employee Respondent, Employee Complainant and Student Respondent, Employee Respondent and Employee Respondent, etc.). This report must also disaggregate the complaints by the Complainant's race, age, gender, religion, or any other characteristic identified by the Board.

#### References

20 U.S. Code Sections 1681 et seq.;  
34 Code of Federal Regulations Parts 106.1 et seq.

**END OF RECOMMENDATION**

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### Reason for Changes

- Legal Update 38 – The Service updated this procedure to add optional language to highlight diversity, equity, and inclusion issues and to make further changes resulting from the regulation changes.
- Legal Update 40 – The Service updated this procedure to reflect recent legislation and clarify grievance procedures for adjudicating student complaints of sexual harassment.

(For more info on SBCCD's process for Board Policies and Administrative Procedures, visit <https://sbccd.edu/ap2410>.)

<b>Review Level:</b> 2   Legal Edit (Non 10+1)	<b>Review Level Approved by PPAC:</b> 12/12/2022	<b>Constituent Review:</b> Due 1/31/2023	<b>PPAC Info Item:</b> 2/13/2023
<b>BOT 1<sup>st</sup> Reading:</b> 3/9/2023	<b>BOT 2<sup>nd</sup> Reading &amp; Approval:</b> 4/13/2023		

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No BP

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For sexual harassment under Title IX, Complainants must proceed under BP 3433 Prohibition of Sexual Harassment under Title IX, AP 3433 Prohibition of Sexual Harassment under Title IX, and AP 3434 Responding to Harassment Based on Sex under Title IX. For other forms of sexual harassment or gender-based harassment, Complainants should use this procedure.

#### Reporting and Filing Complaints

The law prohibits coworkers, supervisors, managers, and third parties with whom an employee comes into contact from engaging in harassment, discrimination, or retaliation. Any person who has suffered harassment, discrimination, or retaliation ~~may file a formal or informal complaint of harassment, discrimination, or retaliation~~, or who has learned of harassment, discrimination, or retaliation may file a complaint.

All responsible employees are required to report all actual or suspected sexual harassment to the Title IX Coordinator immediately. A responsible employee is any employee who has the authority to take action to redress sexual harassment or provide supportive measures to students, or who has been given the duty of reporting incidents of sexual harassment to an appropriate District official who has that authority.

#### Confidential Reporting

An employee who is a therapist, physician, psychotherapist, member of the clergy, sexual assault counselor, domestic violence counselor, or other individual acting in a professional capacity for which confidentiality is mandated by law is exempt from having to report sexual harassment concerns to the Title IX Coordinator or other designated employee, unless otherwise required by law.

An employee who is not considered a responsible employee must inform each student who provides him/her/them with information regarding sexual harassment of the student's ability to report to a responsible employee and direct the student to those specific reporting resources.

#### Outreach

When a responsible employee reports actual or suspected sexual harassment involving students to the Title IX Coordinator the Title IX Coordinator will assess the report of sexual harassment and provide outreach, as appropriate, to each identifiable student who is alleged to be



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the victim of the reported conduct. The outreach shall include all of the following information:

- The District received a report that the student may have been a victim of sexual harassment;
- A statement that retaliation for filing a complaint or participating in the complaint process, or both, under this procedure is prohibited;
- Counseling resources within the District or in the community;
- Where a crime may have occurred, notice that the student has the right, but not the obligation, to report the matter to law enforcement;
- The District's complaint and investigation procedures established pursuant to this procedure;
- Potential interim measures, such as no-contact directives, housing changes, and academic schedule changes, where applicable;
- The importance of preserving evidence;
- A request for the student to meet with the Title IX coordinator or other designated employee to discuss options for responding to the report; and
- The manner in which the District responds to reports of sexual harassment and a description of potential disciplinary consequences.

The District shall consider and respond to requests for accommodations relating to prior incidents of student sexual harassment that could contribute to a hostile educational environment or otherwise interfere with a student's access to education where both individuals are, at the time of the request, subject to the District's policies.

#### Complaints

A Complaint is a written or verbal statement filed with the District that alleges harassment, discrimination, or retaliation in violation of the District's Board Policies, Administrative Procedures, or in violation of state or federal law. Complaints must be filed with the Vice Chancellor Human Resources and Police Services or designee unless the Party submitting the Complaint alleges discrimination, harassment, or retaliation against the responsible district officer, in which case it should be submitted directly to the Title IX Coordinator.

A Complaint must meet each of the following criteria:

- It must allege facts with enough specificity to show that the allegations, if true, would constitute a violation of District policies or procedures prohibiting discrimination, harassment, or retaliation;
- The Complainant must file any Complaint not involving employment within one year of the date of the alleged discriminatory, harassing, or retaliatory conduct or within one year of the date on which the Complainant knew or should have known of the facts underlying the allegation(s) of discrimination, harassment, or retaliation; and
- The Complainant must file any Complaint alleging discrimination, harassment, or retaliation in employment within 180 days of the date of the alleged discriminatory, harassing, or retaliatory conduct, except that this period shall be extended by no more than 90 days following the expiration of the 180 days if the Complainant first obtained knowledge of the facts of the alleged violation after the expiration of the 180 days.

If the Complaint does not meet the requirements set forth above, Vice Chancellor Human Resources and Police Services or designee will promptly contact the Complainant and specify the defect. If the Complainant is unable to fix the defect in the Complaint, the Vice Chancellor Human Resources and Police Services or designee shall consider the allegations contained in the Complaint and determine the appropriate course of action. This may include efforts to informally resolve the matter or a fact-finding investigation.

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

#### **Informal Complaints**

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Any person may submit an informal complaint to the Vice Chancellor Human Resources and Police Services or designee, or any other District or college administrator. Administrators receiving an informal complaint shall immediately notify the Vice Chancellor Human Resources and Police Services in writing of all pertinent information and facts alleged in the informal complaint.

Upon receipt of an informal complaint, the Vice Chancellor Human Resources and Police Services or designee will notify the person bringing the informal complaint of his/her/their right to file a formal complaint, if the incident falls within the timeline for a formal complaint, and explain the procedure for doing so. The Complainant may later decide to file a formal complaint, if within the timelines to do so. If the individual chooses not to file a formal complaint, or if the alleged conduct falls outside the timeline to file a formal complaint, the Vice Chancellor Human Resources and Police Services or designee shall consider the allegations contained in the informal complaint and determine the appropriate course of action. This may include efforts to informally resolve the matter, or a fact-finding investigation.

Investigation of an informal complaint will be appropriate if the Vice Chancellor Human Resources and Police Services or designee determines that the allegation(s), if proven true, would constitute a violation of the District policy prohibiting harassment, discrimination, or retaliation. The Vice Chancellor Human Resources and Police Services or designee will explain to any individual bringing an informal complaint that Vice Chancellor Human Resources and Police Services or designee may decide to initiate an investigation, even if the individual does not wish the Vice Chancellor Human Resources and Police Services to do so. The Vice Chancellor Human Resources and Police Services shall not disregard any allegations of harassment, discrimination, or retaliation solely on the basis that the alleged conduct falls outside the deadline to file a formal complaint.

#### Formal Complaints

Formal Complaints must be filed with the Chancellor of the California Community Colleges or the Vice Chancellor Human Resources and Police Services or designee unless the party submitting the Formal Complaint alleges discrimination, harassment, or retaliation against the responsible district officer, in which case it should be submitted directly to the Chancellor or the Chancellor of the California Community Colleges.

Formal Complaints should be submitted on the form prescribed by the Chancellor of the California Community Colleges. A copy of the form will be available at the following links:

<http://www.lighthouse-services.com/SBCCD>

[http://www.sbccd.org/Human\\_Resources-Jobs/employee-labor-relations/Unlawful\\_Discrimination](http://www.sbccd.org/Human_Resources-Jobs/employee-labor-relations/Unlawful_Discrimination)

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

A Formal Complaint must meet each of the following criteria:

- It must allege facts with enough specificity to show that the allegations, if true, would constitute a violation of District policies or procedures prohibiting discrimination, harassment, or retaliation;
- The Complainant must sign and date the Formal Complaint;
- The Complainant must file any Formal Complaint not involving employment within one year of the date of the alleged discriminatory, harassing, or retaliatory conduct or within one year of the date on which the Complainant knew or should have known of the facts underlying the allegation(s) of discrimination, harassment, or retaliation.
- The Complainant must file any Formal Complaint alleging discrimination, harassment, or retaliation in employment within 180 days of the date of the alleged discriminatory, harassing, or retaliatory conduct, except that this period shall be extended by no more than 90 days following the expiration of the 180 days if the Complainant first obtained knowledge of the facts of the alleged violation after the expiration of the 180 days.

If the Formal Complaint does not meet the requirements set forth above, the Vice Chancellor Human Resources and Police Services or designee will promptly return it to the Complainant and specify the defect. If the sole defect is that the Formal Complaint was filed outside the

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applicable prescribed timeline, the Vice Chancellor Human Resources and Police Services or designee will handle the matter as an informal complaint.

**Oversight of Complaint Procedure:** The Vice Chancellor Human Resources and Police Services or designee is the "responsible District officer" charged with receiving complaints of discrimination or harassment, and coordinating their investigation.

The actual investigation of complaints may be assigned by the Vice Chancellor Human Resources and Police Services or designee to other staff or to outside persons or organizations under contract with the District. This shall occur whenever the Vice Chancellor Human Resources and Police Services or designee is named in the complaint or implicated by the allegations in the complaint.

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

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

If a Complainant decides to file a formal written unlawful discrimination or harassment complaint against the District, he/she/they must file the complaint on a form prescribed by the California Community Colleges Chancellor's Office. These approved forms are available from the District's and at the California Community Colleges Chancellor's Office website.

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

- Vice Chancellor Human Resources and Police Services or designee
- Chancellor
- All other management or
- California Community Colleges Chancellor's Office

#### Advisers in Students Student Harassment Complaints

Student Parties in Complaints involving sexual harassment are permitted to have a support person or adviser accompany him/her/them during any stage of the Complaint process described in this procedure. Student Parties in Complaints involving sexual harassment have the right to consult with an attorney, at his/her/their own expense, at any stage of the Complaint process if he/she/they wishes to do so. An attorney may serve as a support person or adviser.

#### **Employment-Related Complaints**

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

Complaints filed with the EEOC or the DFEH should be forwarded to the California Community Colleges Chancellor's Office.

Any District employee who receives a harassment or discrimination complaint shall notify the Vice Chancellor Human Resources and Police Services or designee immediately.

**Filing a Timely Complaint:** Since failure to report harassment and discrimination impedes the District's ability to stop the behavior, the District strongly encourages anyone who believes they are being harassed or discriminated against, to file a complaint. The District also strongly encourages the filing of such complaints within 30 days of the alleged incident. While all complaints are taken seriously and will be investigated promptly, delay in filing impedes the District's ability to investigate and remediate.

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

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The District will investigate complaints involving acts that occur off campus if they are related to an academic or work activity or if the harassing conduct interferes with or limits a student's or employee's ability to participate in or benefit from the school's programs or activities.

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

**Intake and Processing of the Complaint:** Upon receiving notification of a harassment or discrimination complaint, the Vice Chancellor Human Resources and Police Services or designee shall:

- Undertake efforts to informally resolve the charges, including but not limited to mediation, rearrangement of work/academic schedules; obtaining apologies; providing informal counseling, training, etc.
- Advise all parties that he/she/they need not participate in an informal resolution of the complaint, as described above, and they have the right to end the informal resolution process at any time.
- Advise a student Complainant that he/she/they may file a complaint with the Office for Civil Rights of the U.S. Department of Education and employee Complainants may file a complaint with the Department of Fair Employment and Housing. All Complainants should be advised that they have a right to file a complaint with local law enforcement, if the act complained of is also a criminal act. The District must investigate even if the Complainant files a complaint with local law enforcement. In addition, the District should ensure that Complainants are aware of any available resources, such as counseling, health, and mental health services. Vice Chancellor Human Resources and Police Services or designee shall also notify the California Community Colleges Chancellor's Office of the complaint.
- Take interim steps to protect a Complainant from coming into contact with an accused individual, especially if the Complainant is a victim of sexual violence. The Vice Chancellor Human Resources and Police Services or designee should notify the Complainant of his/her/their options to avoid contact with the accused individual and allow students to change academic situations as appropriate. For instance, the District may prohibit the accused individual from having any contact with the Complainant pending the results of the investigation. When taking steps to separate the Complainant and accused individual, the District shall minimize the burden on the Complainant. For example, it is not appropriate to remove Complainants from classes or housing while allowing accused individuals to remain.

#### Investigation

The Vice Chancellor Human Resources and Police Services or designee shall:

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

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

As set forth above, where the parties opt for an informal resolution, the Vice Chancellor Human Resources and Police Services or designee may limit the scope of the investigation, as appropriate. The District will keep the investigation confidential to the extent possible but cannot guarantee absolute confidentiality because release of some information on a "need-to-know-basis" is essential to a thorough investigation. When determining whether to maintain confidentiality, the District may weigh the request for confidentiality against the following factors: the seriousness of the alleged harassment; the Complainant's age; whether there have been other harassment complaints about the same individual; and the accused individual's rights to receive information about the allegations if the information is maintained by the District as an "education record" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S. Code Section 1232g; 34 Code Federal Regulations

## P&P 3435 DISCRIMINATION AND HARASSMENT RESOLUTION PROCEDURES

### P&P 3435 DISCRIMINATION AND HARASSMENT RESOLUTION PROCEDURES

#### With Changes Redlined

Part 99.15. The District will inform the Complainant if it cannot maintain confidentiality.

**Investigation Steps:** The District will fairly and objectively investigate harassment and discrimination complaints. Employees designated to serve as investigators under this policy shall have adequate training on what constitutes sexual harassment, including sexual violence, and that they understand how the District's grievance procedures operate. The investigator may not have any real or perceived conflicts of interest and must be able to investigate the allegations impartially using trauma-informed investigation techniques.

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

The investigation and adjudication of alleged misconduct under this procedure is not an adversarial process between the Complainant, the Respondent, and the witnesses, but rather a process for the District to comply with its obligations under existing law. The Complainant does not have the burden to prove, nor does the Respondent have the burden to disprove, the underlying allegation or allegations of misconduct.

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

**Cooperation Encouraged:** All employees are expected to cooperate with a District investigation into allegations of harassment or discrimination. Lack of cooperation impedes the ability of the District to investigate thoroughly and respond effectively. However, lack of cooperation by a Complainant or witnesses does not relieve the District of its obligation to investigate. The District will conduct an investigation if it is discovered that harassment is, or may be occurring, with or without the cooperation of the alleged victim(s) and regardless of whether a complaint is filed. No employee will be retaliated against as a result of lodging a complaint or participating in any workplace investigation.

#### **Written Report**

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

- A description of the circumstances giving rise to the Formal Complaint;
- A description of the procedural steps taken during the investigation, including all individuals contacted and interviewed;
- A summary of the testimony provided by each witness the investigator interviewed;
- An analysis of relevant evidence collected during the course of the investigation, including a list of relevant documents;
- A specific finding as to whether there is probable cause to believe that discrimination, harassment, or retaliation occurred with respect to each allegation in the complaint;
- A table of contents if the report exceeds ten pages; and
- Any other information deemed appropriate by the District.

#### **Confidentiality of the Process**

Investigations are best conducted within a confidential climate. Therefore, the District does not reveal information about ongoing investigations except as necessary to fulfill its legal obligations. The District will keep the investigation confidential to the extent possible, but it cannot guarantee absolute confidentiality because release of some information on a "need-to-know-basis" is essential to a thorough investigation and to protect the rights of Accused students and employees during the investigation process and any ensuing discipline.

## P&P 3435 DISCRIMINATION AND HARASSMENT RESOLUTION PROCEDURES

### P&P 3435 DISCRIMINATION AND HARASSMENT RESOLUTION PROCEDURES

With Changes Redlined

#### Administrative Determination

- In any case involving employment discrimination, within 90 days of receiving a formal complaint, the district shall complete its investigation and forward a copy or summary of the report to the Complainant and written notice setting forth all the following to the Complainant:
  - The determination of the Chancellor or designee as to whether there is probable cause to believe discrimination occurred with respect to each allegation in the complaint; and the basis for that determination including factual findings;
  - A description of actions taken, if any, to prevent similar problems from occurring in the future;
  - The proposed resolution of the complaint; and
  - The Complainant's right to appeal to the district governing board and to file a complaint with Department of Fair Employment and Housing or the U.S Equal Employment Opportunity Commission.

#### Discipline and Corrective Action

If harassment, discrimination or retaliation occurred in violation of the policy or procedure, the District shall take disciplinary action against the accused and any other remedial action it determines to be appropriate consistent with state and federal law. The action will be prompt, effective, and commensurate with the severity of the offense. Remedies for the Complainant might include, but are not limited to:

- providing an escort to ensure that the Complainant can move safely between classes and activities;
- ensuring that the Complainant and alleged perpetrator do not attend the same classes or work in the same work area;
- preventing offending third parties from entering campus;
- providing counseling services or a referral to counseling services;
- providing medical services or a referral to medical services;
- providing academic support services, such as tutoring;
- arranging for a student-Complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the Complainant's academic record; and
- reviewing any disciplinary actions taken against the Complainant to see if there is a causal connection between the harassment and the misconduct that may have resulted in the Complainant being disciplined.

If the District imposes discipline, the nature of the discipline will not be communicated to the Complainant. However, the District may disclose information about the sanction imposed on an individual who was found to have engaged in harassment when the sanction directly relates to the Complainant; for example, the District may inform the Complainant that the harasser must stay away from the Complainant.

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.

The District shall also take reasonable steps to protect the Complainant from further harassment, or discrimination, and to protect the Complainant and witnesses from retaliation as a result of communicating the complaint or assisting in the investigation.

The District will ensure that Complainants and witnesses know how to report any subsequent problems, and should follow-up with Complainants to determine whether any retaliation or new incidents of harassment have occurred. 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 investigate and respond effectively to the complaint.

If the District cannot take disciplinary action against the accused individual because the Complainant refuses to participate in the investigation, it should pursue other steps to limit the effects of the alleged harassment and prevent its recurrence.



## P&P 3435 DISCRIMINATION AND HARASSMENT RESOLUTION PROCEDURES

### P&P 3435 DISCRIMINATION AND HARASSMENT RESOLUTION PROCEDURES

With Changes Redlined

#### Appeals

If the District imposes discipline against a student or employee as a result of the findings in its investigation, the student or employee may appeal the decision using the procedure for appealing a disciplinary decision.

If the Complainant is not satisfied with the results of the administrative determination, he/she/they may, within fifteen days, submit a written appeal to the Board of Trustees. The Board shall review the original complaint, the investigative report, the administrative decision, and the appeal. The Board shall issue a final District decision in the matter within 45 days after receiving the appeal. A copy of the decision rendered by the Board shall be forwarded to the Complainant and to the California Community Colleges Chancellor's Office. The Complainant shall also be notified of his/her/their right to appeal this decision.

If the Board does not act within 45 days the administrative determination shall be deemed approved and shall become the final decision of the District in the matter.

In any case not involving workplace discrimination, harassment, or retaliation, the Complainant shall have the right to file a written appeal with the California Community Colleges Chancellor's Office within thirty days after the Board issued the final District decision or permitted the administrative decision to become final. Such appeals shall be processed pursuant to the provision of Title 5 Section 59350.

In any case involving employment discrimination, including workplace harassment, the Complainant may, at any time before or after the issuance of the final decision of the District, file a complaint with the Department of Fair Employment and Housing.

#### Extension of Time

Within 150 days of receiving a formal complaint that does not involve employment discrimination, the District shall forward to the California Community Colleges Chancellor's Office the original complaint, the investigative report, a copy of the written notice to the Complainant setting forth the results of the investigation, a copy of the final administrative decision rendered by the Board or indicating the date upon which the decision became final, and a copy of the notification to the Complainant of his/her/their appeal rights. If, due to circumstances beyond its control, the District is unable to comply with the 150-day deadline for submission of materials, it may file a written request for an extension of time no later than ten days prior to the expiration of the deadline.

#### 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 parties, of the District's administrative determination and the right to appeal;
- any appeal; and
- the District's final decision.

The District will make such documents available to the Chancellor of the California Community Colleges upon request.

#### Dissemination of Policy and Procedures

District Policy and Procedures related to harassment will include information that specifically addresses sexual violence. District policy and procedures will be provided to all students, faculty members, members of the administrative staff and members of the support staff, and will be posted on campus and on the District's website.

## P&P 3435 DISCRIMINATION AND HARASSMENT RESOLUTION PROCEDURES

### P&P 3435 DISCRIMINATION AND HARASSMENT RESOLUTION PROCEDURES

#### With Changes Redlined

When hired, employees are required to sign that they have received the policy and procedures, and the signed acknowledgment of receipt is placed in each employee's personnel file. In addition, these policies and procedures are incorporated into the District's course catalogs and orientation materials for new students.

#### Training

By January 1, 2021, the District shall provide at least two hours of classroom or other effective interactive training and education regarding sexual harassment to all supervisory employees and at least one hour of classroom or other effective interactive training and education regarding sexual harassment to all nonsupervisory employees. All new employees must be provided with the training and education within six months of their assumption of his/her/their position. After January 1, 2021, the District shall provide sexual harassment training and education to each employee once every two years. An employee who received this training and education in 2019 is not required to have refresher training until after two years thereafter.

The training and education required by this procedure shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against and the prevention and correction of sexual harassment and the remedies available to victims of sexual harassment in employment, a review of "abusive conduct," and harassment based on gender identity, gender expression, and sexual orientation. The training and education shall also include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation, and shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. Supervisor's harassment training must also address potential exposure and liability for employers and individuals, supervisor's obligation to report sexual harassment, discrimination, and retaliation when they become aware of it, appropriate remedial measures to correct harassing behavior. Training for responsible employees must also address the responsible employee's obligation to report sexual harassment and instruction on how to report sexual harassment to the responsible District officer.

The District will also provide comprehensive, trauma-informed training to each employee involved in the District's sexual harassment or discrimination grievance procedure including investigating and adjudicating complaints involving sexual violence, sexual assault, domestic violence, dating violence, and stalking. This training shall include information on trauma-informed investigatory and hearing practices that help ensure an impartial and equitable process, best practices for assessment of a sexual harassment or sexual violence complaint, best practices for questioning of the complainant, respondent, and witnesses, and implicit bias and racial inequities, both broadly and in school disciplinary processes. Materials for this training shall include statistics on the prevalence of sexual harassment and sexual violence in the educational setting, and the differing rates at which students experience sexual harassment and sexual assault in the educational setting based on their race, sexual orientation, disability, gender, and gender identity.

The District will maintain appropriate records of the training provided, including the names of the supervisory employees trained, the date of training, sign in sheets, copies of all certificates of attendance or completion issued, the type of training provided, a copy of all written or recorded training materials, and the name of the training provider. If the training is provided by webinar, the District will maintain a copy of the webinar, all written materials used by the training and all written questions submitted during the webinar, and document all written response or guidance the trainer provided during the webinar. The District will retain these records for at least two years.

The District will also provide training to students who lead student organizations. The District should provide copies of the sexual harassment policies and training to all District law enforcement unit employees regarding the grievance procedures and any other procedures used for investigating reports of sexual violence.

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

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



## P&P 3435 DISCRIMINATION AND HARASSMENT RESOLUTION PROCEDURES

### P&P 3435 DISCRIMINATION AND HARASSMENT RESOLUTION PROCEDURES

With Changes Redlined

#### Education and Prevention for Students

In order to take proactive measures to prevent sexual harassment and violence toward students, the District will provide preventive education programs and make victim resources, including comprehensive victim services, available. The District will include such programs in their orientation programs for new students, and in training for student athletes and coaches. These programs will include discussion of what constitutes sexual harassment and sexual violence, the District's policies and disciplinary procedures, and the consequences of violating these policies. A training program or informational services will be made available to all students at least once annually.

The education programs will also include information aimed at encouraging students to report incidents of sexual violence to the appropriate District and law enforcement authorities. Since victims or third parties may be deterred from reporting incidents if alcohol, drugs, or other violations of District or campus rules were involved, the District will inform students that the primary concern is for student safety and that use of alcohol or drugs never makes the victim at fault for sexual violence. ~~If other rules are violated, the District will address such violations separately from an allegation of sexual violence. An individual who participates as a Complainant 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 student conduct 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.~~

#### References:

Education Code 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

**END OF RECOMMENDATION**

**P&P 5030 Fees**

**Reason for Changes** (For more info on SBCCD's process for Board Policies and Administrative Procedures, visit <https://sbccd.edu/ap2410>.)

Chapter Lead response to annual State guidance on student fees received January 25, 2023.

<b>Review Level:</b> 2   Minor Edit (Non 10+1)	<b>Review Level Approved by PPAC:</b> 2/13/2023	<b>Constituent Review:</b> Due 2/27/2023	<b>PPAC Info Item:</b> 3/13/2023
<b>BOT 1<sup>st</sup> Read:</b> 3/9/2023	<b>BOT 2<sup>nd</sup> Read:</b> 4/13/2023		

**BP 5030 Fees**

**FYI Only – No Changes Recommended**

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

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

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

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

Persons auditing a course shall be charged a fee (see AP 5030). The fee amount shall be adjusted proportionally based upon the term length. Students enrolled in classes to receive credit for 10 or more semester credit units shall not be charged this fee to audit three or fewer units per semester.

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

Students shall be required to pay a fee (see AP 5030).

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

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

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

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

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

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

Students will be charged a fee (see AP 5030) to be used to provide support for student governmental affairs representation. A student may refuse to pay the fee and shall submit such refusal on a form provided by the District to collect fees.

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

Students shall be charged a fee (see AP 5030) for the purpose of recovering transportation costs incurred by the District for services provided by common carriers to students. These fees will only be paid by students who use the transportation services, unless a vote of the students in accordance with the Education Code establishes otherwise.

## P&P 5030 Fees

### BP 5030 Fees

FYI Only – No Changes Recommended

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

The District shall charge a reasonable amount for furnishing copies of any student record to a student or former student. The Chancellor is authorized to establish the fee (see AP 5030), which shall not to exceed the actual cost of furnishing copies of any student record. No charge shall be made for furnishing up to two transcripts of students' records, or for two verifications of various records. There shall be no charge for searching for or retrieving any student record.

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

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

#### Fee Refunds

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

#### References:

Education Code Sections 66025.3, 68120, 70902(b)(9), 76300, 76300.5, 76370, 76360, 76365, 76395, 76060.5, 76361, 76223, and 76142

Title 5 Sections 51012, 58520, 58629, and 59400 et seq

California Community College Chancellor's Office (CCCCO) Student Fee Handbook

ACCJC Accreditation Standard I.C.6

### AP 5030 Fees

With Changes Redlined

#### Required fees include:

- Enrollment (Education Code Section 76300 and 76300.5; Title 5 Sections 58500 and 58509)  
As prescribed by state law.
- Nonresident tuition with these permissive exemptions (Education Code Sections 76140 and 76140.5):  
As prescribed by state law and established by the Board of Trustees no later than March 1 for the succeeding fiscal year.
  - All nonresident students enrolling for 6 or fewer units; or
  - A student who is a citizen and resident of a foreign country who demonstrates financial need and this required exemption (Education Code Section 68130.5);

## P&P 5030 Fees

### AP 5030 Fees

With Changes Redlined

- All students, other than non immigrant aliens under 8 U.S. Code Section 1101(a)(15), who meet the following requirements:
  - high school attendance in California for three or more years;
  - graduation from a California high school or attainment of the equivalent thereof;
  - registration or enrollment in a course offered for any term commencing on or after January 1, 2002;
  - completion of a questionnaire form prescribed by the California Community Colleges Chancellor's Office verifying eligibility for this nonresident tuition exemption; and
  - in the case of a student without lawful immigration status, the filing of an affidavit that the student has filed an application to legalize his/her immigration status, or will file an application as soon as he/she is eligible to do so.
- Student representation (Education Code Section 76060.5; Title 5 Section 54805)

### Fees authorized by law include:

- Non-District physical education facilities (Education Code Section 76395)
- Noncredit courses (Education Code Section 76385)
- Community service courses (Education Code Section 78300)
- Auditing of courses (Education Code Section 76370)
- Instructional materials (Education Code Sections 73365, 81457, and 81458; Title 5 Sections 59400 and 59408)
- Athletic insurance (Education Code Section 70902 subdivision (b)(9))
- Cross-Enrollment with the California State University (CSU) or University of California (UC) (Education Code Section 66753)
- Health (Education Code Section 76355)
- Parking (Education Code Section 76360)
- Transportation (Education Code Sections 76361 and 82305.6)
- Student Center (Education Code Section 76375; Title 5 Section 58510)
- Copies of student records (Education Code Section 76223)
- Dormitory (Education Code Section 81670)
- Child care (Education Code Sections 79121 et seq. and 66060)
- Nonresident capital outlay (Education Code Section 76141)
- Nonresident application processing (Education Code Section 76142)
- Credit for Prior Learning (Education Code Section 76300; Title 5 Section 55050)
- Use of facilities financed by revenue bonds (Education Code Section 81901 subdivision (b)(3))

## P&P 5030 Fees

### AP 5030 Fees

With Changes Redlined

- Refund processing (Title 5 Section 58508)
- Telephone registration (Education Code Section 70902 subdivision (a))
- Physical fitness test (Education Code Section 70902 subdivision (b)(9))
- Instructional Tape Lease/Deposit (Education Code Section 70902 subdivision (b)(9))
- Credit Card Use (Education Code Section 70902 subdivision (b)(9))
- International Student Medical Insurance (Education Code Section 70902 subdivision (b)(9))

#### Prohibited fees include:

- Late application (CCCCO Student Fee Handbook)
- Add/drop (CCCCO Student Fee Handbook)
- Mandatory student activities (CCCCO Student Fee Handbook)
- Student Identification Cards (CCCCO Student Fee Handbook)
- Student Body Organization (CCCCO Student Fee Handbook)
- Nonresident application (CCCCO Student Fee Handbook)
- For dependents of certain veterans (Education Code Section 66025.3)
- For dependents of certain victims of the September 11, 2001, terrorist attacks (CCCCO Student Fee Handbook)
- For certain recipients of the Medal of Honor and certain children of the recipients of the Medal of Honor (Education Code Section 66025.3)
- For surviving spouses and children of a firefighter employed by the federal government whose duty assignment involved the performance of firefighting services in California (Education Code Section 68120)
- For students who have been exonerated of a crime through writ of habeas corpus or pardon that meet certain conditions (Education Code Section 69000)
- Required or funded services (CCCCO Student Fee Handbook)
- Refundable deposits (CCCCO Student Fee Handbook)
- Distance education (other than the statutorily authorized enrollment fee) (CCCCO Student Fee Handbook)
- Mandatory mailings (CCCCO Student Fee Handbook)
- Rental of practice rooms (CCCCO Student Fee Handbook)
- Apprenticeship courses (Education Code Section 76350)
- Technology fee (CCCCO Student Fee Handbook)
- Late payment fee (Title 5 Sections 58502 and 59410)
- Nursing/healing arts student liability insurance (Title 5 Section 55234)
- Cleaning (CCCCO Student Fee Handbook)

## P&P 5030 Fees

### AP 5030 Fees

With Changes Redlined

- Breakage (CCCCO Student Fee Handbook)
- Test proctoring (CCCCO Student Fee Handbook)

### Collection and Refund of Fees

- A. Associated Students Discount Sticker
  - \$9.50 - CHC
  - \$7.50 – SBVC
  - ~~\$4.00 — Replacement for Lost Card~~ *Change from 3/9/2023 first read; removal of this language was approved by BOT on 2/9/2023.*
- B. Breakage/Lost Property Fee
  - Replacement cost of item(s) broken or lost
- C. Campus Center Fee
  - \$1.00/unit (not to exceed \$10 per fiscal year)
- D. Capital Outlay Fee
  - As allowed by law and approved by the Board of Trustees prior to March 1 for the succeeding fiscal year.
- E. Catalog
  - \$6.00 - purchased on campus
- F. Credit by Examination
  - \$20.00 plus class unit fee
- G. Document Fee Handling
  - \$40.00 per hour for personnel time to find, retrieve, copy and re-file requested documents;
  - minimum charge of 1 hour
  - \$0.15 per side copy cost
  - Fees must be paid prior to document release
- H. Enrollment Fee
  - \$46.00/unit
- I. Insufficient Funds Check
  - \$15.00
- J. International Student Application
  - \$25.00 (nonrefundable)
- K. Key Deposit/Replacement
  - \$15.00 plus cost of rekeying if needed (metal/electronic key)
- L. Learning Center Reproduction Fees, SBVC
  - \$0.20 - Laser printout: text, black and white printer
  - \$0.50 - Laser printout: graphics, black and white printer (over ½ page)
  - \$1.00 - Laser printout: graphics and/or text, color
  - \$2.00 - Scan text or graphics to disk, per scan

## P&P 5030 Fees

### AP 5030 Fees

With Changes Redlined

- M. Library Fines – SBVC/CHC  
 \$0.10 - Books: per day for 50 days; after 50 days, bill \$5 fine plus the replacement value  
 \$0.25 - Reserve Books/Multimedia: per hour to a maximum of the replacement value of the reserve materials; after 14 days, bill \$5 fine plus the replacement value  
 \$0.50 - Videos: per day for 50 days; after 50 days, bill \$5 fine plus the replacement value  
 \$0.10 - Per page for laser printout of Internet, CD ROM, Periodicals  
 \$2.00 - replacement for lost library card
- N. Parking Permit Fees  
~~\$108.00~~ ~~annual permit~~  
~~\$42.00~~ \$45.00 - one semester (~~\$20 BOGG~~ \$25 Promise Grants student)  
 \$24.00 - summer session  
 \$3.00 - daily
- O. Parking Violation Fees  
 \$ 50.00 - illegal parking  
 \$ 50.00 - decal violation  
 \$275.00 - handicap violation
- P. Refund Processing Charge  
 A fee of \$10.00 will be charged for each refund transaction, not to exceed \$10.00 per student per semester as defined in the Fee Refund Policy.
- Q. Replacement – Diploma/Certificate  
 \$10.00
- R. Student Health and Accident Insurance  
~~\$23.00~~ \$26.00 - per semester (includes \$1.50 accident insurance)  
~~\$20.00~~ \$20.00 \$22.00 - summer session (includes \$1.50 accident insurance)  
 \$1.50 - accident insurance only
- S. Student Representation  
 \$2.00
- T. Supplemental Health Services Fee  
 At Cost - TB skin test (one-step test)  
 At cost - All Vaccines  
 \$25.00 - Physical Exams  
 \$50.00 - DMV Physical Exams  
 At cost - Prescription medications  
 At cost - In-house Lab Tests  
 At cost - Lab Test sent to external lab  
 At cost - Optional Medical Procedures  
 At cost - Optional Medical Supplies  
 \$ 8.00 - Vision screening (Titmus vision tester)  
 \$ 2.00 per item - Duplication of medical records  
 \$10.00 - Hearing Screening (Audiometer)  
 At cost - Birth Control Pills

*Change from BOT first read on 3/9/2023 to correct clerical error and show summer session amount as \$22 and not \$20; per CCCCO Website.*



## P&P 5030 Fees

### AP 5030 Fees

With Changes Redlined

#### U. Testing Fees

At cost - Paramedic National Registry Testing

\$ 25.00 - Retest per skill

\$ 10.00 - CPR card

Repeat course from Career Tech Department

0.5 units - \$12.00

1.0 units - \$23.00

2.0 units - \$46.00

3.0 units - \$70.00

#### V. Transcripts/Verification

No cost - First two transcripts

\$10.00 - Additional transcripts

\$20.00 - Immediate requests for transcripts

\$5.00 plus cost - Online transcripts

#### W. Transportation Fee

Students registering for Spring or Fall semester to pay:

\$9.00 for 6 or more credits/semester

\$8.00 for less than 6 credits/semester

\$6.00 for 6 or more credits/summer

\$5.00 for less than 6 credits/summer

#### X. Crafton Hills College Recreation Fee

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

\$8.00 per semester

### Fee Refunds

#### A. Designated Fees

This regulation covers the following fees:

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

#### B. Conditions

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

## P&P 5030 Fees

### AP 5030 Fees

With Changes Redlined

#### C. Military Service Exception

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

#### D. Refund Schedule

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

##### 1. Fees collected in error

Fees collected in error will be refunded in their entirety.

##### 2. Class canceled by the college

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

##### 3. Withdrawal from the College

###### a. Enrollment Fee/Nonresident Tuition

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

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

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

##### 4. Unit Reduction

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

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

#### E. Refund Processing Fee

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

### Waiver of Fees

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

### References:

Education Code Sections 66025.3, 68120, 70902(b)(9), 76300, and 76300.5

Title 5 Sections 51012, 58520, and 58629

California Community College Chancellor's Office (CCCCO) Student Fee Handbook

ACCJC Accreditation Standard I.C.6

## P&P 6320 Investments

**Reason for Changes** (For more info on SBCCD's process for Board Policies and Administrative Procedures, visit <https://sbccd.edu/ap2410>.)

- BOT annual review as mandated in the BP – **No changes recommended.**

Review Level:	Review Level Approved by PPAC:	BOT 1 <sup>st</sup> Reading:	BOT 2 <sup>nd</sup> Reading & Approval:
1   FYI Only (Non 10+1)	2/13/2023	3/9/2023	4/13/2023

### BP 6320 Investments

Annual review of BP; no changes recommended.

It is the policy of the San Bernardino Community College District to invest public funds in a manner providing the highest investment return with the maximum security while meeting the daily cash flow demands of the District, and conforming to all applicable federal, state and local laws governing the investment of public funds.

This Policy shall be reviewed annually by the Board of Trustees.

The Chancellor is responsible for ensuring that the funds of the District that are not required for the immediate needs of the District are invested properly and in harmony with the requirements of the California Community Colleges Budget and Accounting Manual established pursuant to *Education Code* Section 84030. Investments shall be in accordance with law, including *Government Code* Sections 53600 which states:

*"The Legislature hereby finds that the solvency and creditworthiness of each individual local agency can impact the solvency and creditworthiness of the state and other local agencies within the state. Therefore, to protect the solvency and creditworthiness of the state and all of its political subdivisions, the Legislature hereby declares that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern."*

Investments shall be made based on the following criteria:

1. **The preservation of principal shall be of primary importance.** Safety of principal shall be the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To obtain this objective, diversification is required so that potential losses on individual securities do not exceed income generated from the remainder of the portfolio.
2. **The investment program must remain sufficiently flexible to permit the District to meet all operating requirements.** The District's investment portfolio shall remain sufficiently liquid to meet all operating requirements, which may reasonably be anticipated.
3. **Transactions should be avoided that might impair public confidence.** Pursuant to *Government Code* Section 53646, District funds shall be invested with the judgment and care which persons of prudence, discretion, and intelligence exercise in management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio.
4. **Return on Investment.** The District's investment portfolio shall be structured with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with investment risk constraints and cash flow characteristics of the portfolio.

#### References:

*Education Code* Sections 39315, 39317, 81345, 84030; *Government Code* Sections 50665 *et seq.*, 53387 *et seq.*, 53600 *et seq.*, 53635.2, 53464, 53651, 53820

## P&P 6320 Investments

### AP 6320 Investments

FYI only to support annual review of BP

All funds of the San Bernardino Community College District (SBCCD) deposited with the San Bernardino County Treasurer shall be invested in accordance with Government Code Section 27000.5, in accordance with Board Policy 6320, and under the direction of San Bernardino County's investment Advisory Committee.

### Ethics and Conflict of Interest

Officers and employees of SBCCD involved in the investment process shall refrain from personal business activity that may conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials who manage public investments shall file a statement of economic interest disclosing his or her investments, interests in real property and income in accordance with Government Code 87200.

### Acceptable and Prohibited Investments

District funds may be invested in any of the following:

1. Any eligible security as set forth in sub-sections a, b, c, e, g, h, and n of Government Code Section 53651, namely:
  - a. United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations for which the faith and credit of the United States are pledged for the payment of principal and interest, including the guaranteed portions of small business administration loans, so long as the loans are obligations for which the faith and credit of the United States are pledged for the payment of principal and interest.
  - b. Notes or bonds or any obligations of a local public agency, or any obligations of a public housing agency for which the faith and credit of the United States are pledged for the payment of principal and interest.
  - c. Bonds of California or of any local agency or district of the State of California having the power, without limit as to rate or amount, to levy taxes or assessments to pay the principal and interest of the bonds upon all property within its boundaries subject to taxation or assessment by the local agency or district, and in addition, limited obligation bonds pursuant to Government Code Sections 50665 et seq.; senior obligation bonds pursuant to Government Code Sections 53387 et seq.; and revenue bonds and other obligations payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state, local agency or district, or by a department, board, agency, or authority thereof.
  - d. Registered warrants of California.
  - e. Notes, tax anticipation warrants, or other evidence of indebtedness issued pursuant to Government Code Sections 53820 et seq.
  - f. State of California notes.
  - g. Any bonds, notes, warrants, or other evidences of indebtedness of a nonprofit corporation issued to finance the construction of a school building pursuant to a lease or agreement with a school district entered into in compliance with the provisions of Education Code Sections 39315 or 81345, and also any bonds, notes, warrants, or other evidences of indebtedness issued to refinance those bonds, notes, warrants, or other evidences of indebtedness, as specified in Education Code Section 39317.
2. Local Agency Investment Fund with the Treasurer's Office of the State of California.
3. A financial institution that is insured by Federal Deposit Insurance Corporation pursuant to Government Code Section 53635.2.
4. San Bernardino County Treasurer's Office, whenever required by law.

## P&P 6320 Investments

### AP 6320 Investments

FYI only to support annual review of BP

#### Authorized Personnel

The Chancellor, Executive Vice Chancellor, or designee shall request approval from the Board to invest surplus funds. Both the Chancellor or designee and the Executive Vice Chancellor must jointly authorize investment decisions such as:

- Transfers of funds to the appropriate agency or financial institution for investment purposes,
- Asset allocation and rebalancing; and
- Liquidation of investments.

#### Safekeeping and Custody

All security transactions entered into by SBCCD shall be conducted on a delivery-versus-payment basis. Securities will be held by a third party custodian designated by the Chancellor and Executive Vice Chancellor and evidenced by safekeeping receipts with a written custodial agreement. The securities will be held directly in the name of the San Bernardino Community College District as beneficiary.

#### Recording and Reconciliation

Investment statements shall be provided to Fiscal Services for review, recording of investment activity, and reconciliation. Journal entries to record investment activity and the reconciliation of the investment statement shall be prepared by an accountant or designee, and approved by the Director of Fiscal Services or designee.

#### Reporting

The Chancellor, pursuant to Government Code Section 53646, shall submit a quarterly investment portfolio status report to the Board of Trustees. Said report shall detail:

- Investment types
- Names of issuers
- Maturity dates
- Par and dollar amounts invested in each security, investment, and money
- Weighted average maturity of investments
- Any funds being managed by contracted parties
- Market value as of date of report and source of valuation
- Description of compliance with investment policy
- Current market value of funds managed by a consultant

#### References:

Government Code Sections 53600 et seq., 87200

**END OF RECOMMENDATION**

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

**PREPARED BY:** Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction and Steven J. Sutorus, Business Manager

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval of Lease Agreement with the San Bernardino Regional Emergency Training Center JPA and Award of RFP #CC02-3626-22 and Contract to Rosenbauer Minnesota, LLC of Wyoming, MN

### **RECOMMENDATION**

It is recommended that the Board of Trustees take the following two actions:

1. Award Request for Proposal #CC02-3626-22 – Fire Engine-Class 5, and contract, to Rosenbauer Minnesota, LLC of Wyoming, MN to provide an Aircraft Rescue and Fire Fighting vehicle for the Crafton Hills College Public Safety Training Center project in an amount not to exceed \$1,135,704.53.
2. Approve an agreement with the San Bernardino Regional Emergency Training Center Joint Powers Authority (SBRETC JPA) to lease this aircraft rescue and firefighting equipment.

### **OVERVIEW**

In 1993, the Federal Aviation Administration (FAA) opened a sponsorship opportunity to build and manage an Aircraft Rescue and Fire Fighting training center. At that time, this was considered a high priority for the FAA Administration Western Region to develop additional training assets for the airport and fire response sectors. The FAA grant funded the design and construction of the facility located on the northwest portion of the San Bernardino International Airport.

In 1988, the San Bernardino Regional Emergency Training Center was formed through a joint exercise of powers agreement. Currently, SBCCD partners with the San Bernardino County Fire Protection District through the SBRETC JPA to provide FAA Aircraft Rescue and Fire Fighting training at the San Bernardino Regional Emergency Training Center. There is significant national and international need for this highly specialized training, as it is an annual requirement for airport firefighting.



The SBRETC JPA Board is actively pursuing federal funds to upgrade the facility and purchase new apparatus, and has received positive consideration from the FAA for such funding; however the federal timelines for allocation of such funds are on a longer horizon. Given the global supply chain challenges, apparatus manufacturers indicate up to a 24-month backlog in availability of new vehicles.

The award of this RFP and approval of the SBRETC JPA lease agreement will ensure the San Bernardino Regional Emergency Training Center secures a unit within the next 24 months that meets FAA standards to continue high quality Aircraft Rescue and Fire Fighting training for the entire Western Region and international fire departments.

## **ANALYSIS**

SBCCD issued RFP #CC02-3626-22 on December 5, 2022, and two bids were received on January 13, 2023, through PlanetBids. An evaluation committee ranked these vendors as follows:

<b>Vendor</b>	<b>Score</b>	<b>Bid Price</b>	<b>Total Price with Tax</b>	<b>Rank</b>
Rosenbauer Minnesota, LLC	929/1000	\$1,044,326.00	\$1,135,704.53	1
Oshkosh Airport Products, A Division of Pierce Mfg. Inc.	916/1000	\$1,077,138.00	\$1,171,387.58	2

Through an analysis of the proposals and a committee-based evaluation process, Rosenbauer Minnesota, LLC of Wyoming, MN is the vendor that will best meet the needs of the District.

Upon Board of Trustees award approval, SBCCD will pursue the procurement of this equipment. Board approval of the lease agreement will bind the responsibilities and financial terms through vehicle delivery to the SBRETC JPA and during the lease term.

## **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability and Sustainability

## **FINANCIAL IMPLICATIONS**

Initial purchase of the equipment will be made through the Bond fund as part of the CHC Public Safety Training Center project. Lease payments from the SBRETC JPA will be received by the District and returned to the Bond Construction account to cover the costs of the equipment, including 3% monthly interest over the life of the lease.



## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Stacey K. Nikac, Administrative Officer

**DATE:** April 13, 2023

**SUBJECT:** Student Trustee Privileges

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the student trustee privileges:

- The privilege to receive compensation for meeting attendance at a level of \$210 per month. In the event a student trustee has an unexcused absence to a required meeting, the compensation shall be prorated for the pay period.
- The privilege to make and second motions.
- The privilege to vote in an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the Board.

### **OVERVIEW**

The Board of Trustees shall include two (2) non-voting student members (one representing each college in the District). The term of office shall be one year commencing at the first Board meeting in June and terminating on the last Board meeting in May of each academic year.

The student member shall be seated with the Board and shall be recognized as a full member of the Board at meetings. The student member is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session). The student trustees have the responsibility to be contributing and ethical members of the board.

### **ANALYSIS**

On or before May 15 of each year, the Board of Trustees shall approve whether to afford the student trustees any of the privileges pursuant to Education Code Section 72023.5(b).



## **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

## **FINANCIAL IMPLICATIONS**

Included in the budget..

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Heather M. Ford, Senior Executive Administrative Assistant

**DATE:** April 13, 2023

**SUBJECT:** 2023 CCCT Board Election

### **RECOMMENDATION**

It is recommended that the Board of Trustees vote for nine (9) candidates from the seats up for re-election and authorize staff to forward the e-ballot to the League Office before the deadline.

### **OVERVIEW**

Each community college district governing board shall have one vote for each of the nine seats on the CCCT Board. Only one vote may be cast for any nominee or write-in candidate. The nine candidates who receive the most votes will serve a three-year term.

The 16 trustees who have been nominated for election to the board are listed below and attached with the Secretary of State's random drawing order of December 15, 2022.

1. Barry Snell, Santa Monica CCD \*
2. Mary Strobridge, San Luis Obispo County CCD
3. Loren Steck, Monterey Peninsula CCD \*
4. Suzanne Lee Chan, Ohlone CCD \*
5. Marisa Perez, Cerritos CCD \*
6. Marcia Milchiker, South Orange County CCD
7. Deana Olivares-Lambert, Chaffey CCD
8. Barbara Dunsheath, North Orange County CCD \*
9. Jonathan Abboud, Santa Barbara CCD
10. Hortencia Armendariz, Imperial CCD
11. Roberto Rodriguez, Palomar CCD
12. Carmen Ramirez, Merced CCD \*
13. Milton Richards, Yosemite CCD
14. Michael Rives, Antelope Valley CCD
15. Andra Hoffman, Los Angeles CCD \*
16. Gregory Hanna, Siskiyou CCD

\* *Incumbent*



**ANALYSIS**

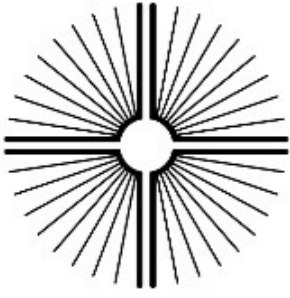
Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT Board will take place between March 10 and April 25, 2023 and will be accepted via the eBallot online platform. For 2023, nine (9) persons will be elected to the CCCT Board, with seven (7) incumbents running.

**SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

**FINANCIAL IMPLICATIONS**

No impact to the budget.



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Mon, 02/14/2023 - 14:38

**District Name**

Santa Monica Community College District

**First Name**

Barry

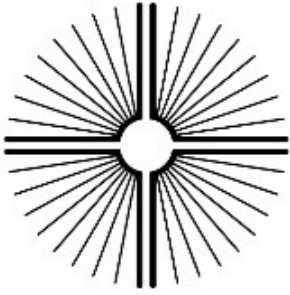
**Last Name**

Snell

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Tue, 02/14/2023 - 14:38

**Candidate First Name**

Barry

**Candidate Last Name**

Snell

**Address**

2020 Delaware Avenue #2

**City and Zip Code**

Santa Monica. 90404

**Phone Number**

(310) 621-9961

**Email Address**

barry@snellcpa.com

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Enrollment decline and student retention are the major issues that the CCCT Board and the League should focus their attention on over the next two years.

Technology-based solutions are the primary means to recruit new students and to maintain those who are simply questioning whether they can continue their education.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

I believe that I can contribute in these areas by focusing on the student's connection with personal relationships of campus personnel and by providing training and guidelines that are a prerequisite for learning. Personal connections are often the central mechanism and daily motivators of the student's experience.

**Certificates/Degrees**

(1) BA in Accounting, (2) MS in Taxation, (3) CPA

**Present Occupation**

Certified Public Accountant

**Other**

None

**Your Community College District**

Santa Monica Community College District

**Years of Service on Local Board**

9 years

**Offices and Committee Memberships on Local Board**

Los Angeles County Committee on School Districts, Board Member

Century Community Charter School (Grades 6-8), Board Member

Santa Monica-Malibu Unified School District, Former Board Member

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

CCCT Board of Directors

**ACCT and other organizations, boards, committees, etc.****Civic engagement and community service related volunteer work**

Downtown Santa Monica, Board Member

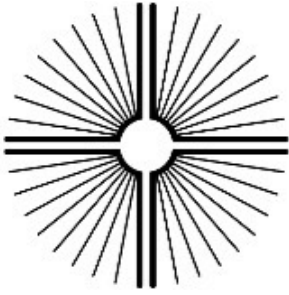
Santa Monica Education Foundation, Finance Committee Member

Santa Monica Education Foundation, Audit Committee Member

**Enter any remaining activities or information here.**

Los Angeles County School Trustees Association (LACSTA) , former member





# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Mon, 02/03/2023 - 21:29

**District Name**

San Luis Obispo Community College District – Cuesta College

**First Name**

Mary

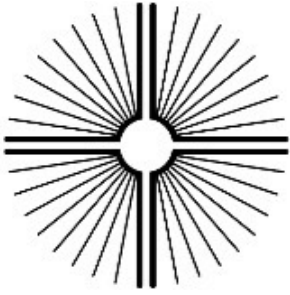
**Last Name**

Strobridge

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Fri, 02/03/2023 - 21:23

**Candidate First Name**

Mary

**Candidate Last Name**

Strobridge

**Address**

9235 North Santa Margarita Road

**City and Zip Code**

Atascadero

**Phone Number**

805-674-3652

**Email Address**

mstrobridge@sbcglobal.net

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

The CCCT Board and the League need to continue to advocate appropriate funding and other positive legislation that will assist California community colleges in ensuring student success, college excellence, and address the needs of the community.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Educational leadership requires being proactive in the political arena at the local, state and national levels. My educational background includes meeting with legislators and advocating for students and the District, tracking bills and legislative action. I have attended budget and legislative workshops that pertain to Higher Education.

**Certificates/Degrees**

Bachelors Degree - Liberal Studies; Master of Education; CA Multiple Subject Credential; CA Specialist Credential - Reading

**Present Occupation**

Retired Educator - K-12

**Other**

Former Adjunct Professor - University of La Verne

**Your Community College District**

San Luis Obispo County Community College District - Cuesta College

**Years of Service on Local Board**

6 Years

**Offices and Committee Memberships on Local Board**

Board President, VP, Board Representative on the Cuesta College Foundation Executive Board and Board of Directors member, 2021 Audit committee and ad committees as needed.

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

CCCW member, ACES Committee, Workshop presenter ( 2022 Annual Trustees Conference), Excellence in Trusteeship Program and recertification graduate, Trustee conferences and workshops attendee and Board Chair workshops.

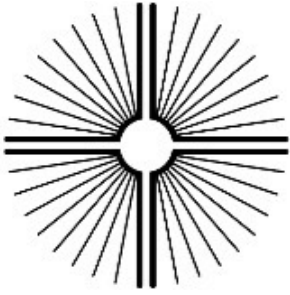
**ACCT and other organizations, boards, committees, etc.**

None at this time.

**Civic engagement and community service related volunteer work**

Chamber of Commerce events throughout the County; ECHO meals for the homeless; Womens' March participant; involved in keeping up with local politics; 4-H volunteer

**Enter any remaining activities or information here.**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Tue, 02/14/2023 - 17:02

**District Name**

Monterey Peninsula Community College District

**First Name**

Loren

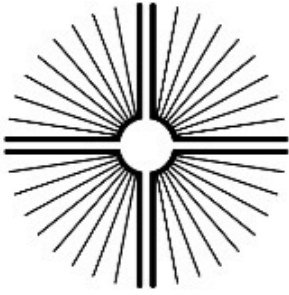
**Last Name**

Steck

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Tue, 02/15/2023 - 14:17

**Candidate First Name**

Loren

**Candidate Last Name**

Steck

**Address**

27205 Meadows Road

**City and Zip Code**

Carmel 93923

**Phone Number**

831-626-3620

**Email Address**

lorensteck@gmail.com

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

The regulatory environment in which our districts operate is increasingly complex and inconsistent, making compliance difficult and leading to a loss of local control. Recapturing enrollment to pre-COVID levels remains an important issue, and our students need greater access to financial aid so they can better concentrate on their studies.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

With a new statewide Chancellor and an unusually large number of new state legislators, we have an opportunity to better impact our districts' operating conditions, and to influence the level of Cal Grant funding available for our students. I hope to be part of the group leading that charge.

**Certificates/Degrees**

PhD, UCLA (1982)  
BA, UC Santa Cruz (1973)

**Present Occupation**

Psychologist (retired)

**Other**

winery and vineyard owner

**Your Community College District**

Monterey Peninsula College

**Years of Service on Local Board**

19

**Offices and Committee Memberships on Local Board**

Board Chair  
Board Vice Chair  
Presidential Search Committee (chair)  
Board Policy Committee (chair)  
Liaison to MPC Foundation  
Liaison to Community Human Services (local JPA)

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

Community College System (current):  
CCCT Board (1<sup>st</sup> VP)  
CEO SCFF Taskforce  
CCCT Financial Aid Taskforce  
CCCCO Equity, Diversity & Inclusion Taskforce

Community College System (past):  
Chancellor's Scorecard Technical Advisory Committee  
CCLC Advisory Committee on Educational Services (ACES)

**ACCT and other organizations, boards, committees, etc.****Civic engagement and community service related volunteer work**

Community Human Services JPA: Board Vice Chair; Strategic Planning Committee (Chair); Facilities Committee (Chair); Bylaws Committee (Chair)  
Community Foundation for Monterey County: Director; Board Secretary; Community Impact Investment Committee (Chair); Audit Committee (Chair); Investment Committee  
Carmel Valley Association: Director, Secretary  
Carmel Valley Forum: Director, Vice Chair

**Enter any remaining activities or information here.**

University of California:  
Office of the President Chancellor's Search Committee  
Office of the President Speaker's Bureau  
Office of the Treasurer Investment Forum Presenter

Alumni Associations of the University of California board member  
Annual Legislative Conference Organizing Committee

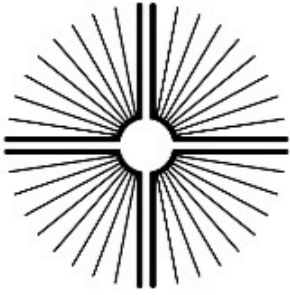
UC Santa Cruz:

Faculty member and Fellow, Porter College

UC Santa Cruz Alumni Association (President)

UCSC Foundation Trustee, Investment & Finance Committee (Chair)





# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Fri, 02/10/2023 - 12:11

**District Name**

Ohlone Community College District

**First Name**

Suzanne

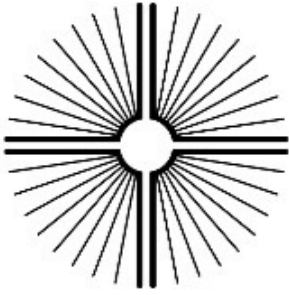
**Last Name**

Chan

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Tue, 02/14/2023 - 12:06

**Candidate First Name**

Suzanne

**Candidate Last Name**

Chan

**Address**

2665 Rutherford Place

**City and Zip Code**

Fremont 94539

**Phone Number**

510-304-2642

**Email Address**

suechan4ohlone@gmail.com

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Support Student Success by promoting and addressing:

Post-Covid Strategies

Funding/Budget: Pell Grants, SCFF, SNAP

Federal/State Legislative Advocacy : DACA

Affordability and Basic Needs: Housing/Food Insecurities/e-text books

Workforce development, Job training, CTE , Training Grants

DEIA: Disaggregated Data, MSIs, HSIs, ANAPISI

Strengthen relationships with BOG, Chancellor's Office, & CEO's

Cybersecurity/Ransomware

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

As a current CCCT Board Member, I want to continue to interact with fellow Board Members, CEOCCC, CCCCCO, and the BOG to actively educate ourselves & participate in advocacy, decision making, and policy development to ensure the Success of our 1.8M students. I have strong State/Federal Legislative networking/lobbying experience.

**Certificates/Degrees**

BS- Biology; MS - Microbiology/Immunology; Excellence in Trusteeship Program Certificate; DEIA Professional Development Certif

**Present Occupation**

Retired

**Other**

Fremont Vice Mayor/Councilmember, Co-Founder of CSUEB API Leadership, Practice Administrator-Just Kinds Pediatric Dentistry;

**Your Community College District**

Ohlone Community College District

**Years of Service on Local Board**

5

**Offices and Committee Memberships on Local Board**

Current Chair; former Vice Chair; Member of Issues and Advocacy Committee; Board Member of Ohlone Foundation

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

- Current CCCT Board Member
- DEIA Work and Participation
  - o Co-Chair Work Group 1B Diversity in Hiring Practices
  - o DEIA Steering Committee
  - o DEIA Integration Progress – Leadership Development
  - o Trustee Liaison with CEO REIA
- Current APITA President
- Member of Women's Caucus
- Presentation at CCLC Conference:
  - o May 2020 - Brown Act/Virtual Meeting Best Practices
  - o November 2020 – Updated Brown Act Presentations
  - o April 2022 - ACHRO Recommendations and Updates on Hiring Processes that will Help Diversify your Faculty and Administrative Ranks
  - o November 2022 - Blowing Up the Asian Model Minority Myth
  - o Upcoming APAHE Panel: Caring For Our Own: Addressing Mental Health Challenges for AAPI Women in Higher Ed and Beyond
- Active participation in Trustee/CEO Town Hall Series

**ACCT and other organizations, boards, committees, etc.**

Voting Delegate

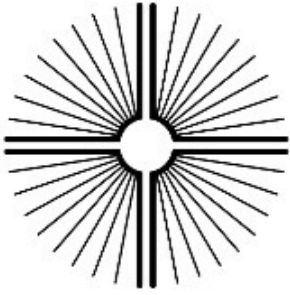
Member Asian Pacific Islander Native Hawaiian Caucus

**Civic engagement and community service related volunteer work**

- Washington Hospital Foundation Board Member/twice Chair of Annual Fundraising Efforts
- Congressman Eric Swalwell Women's Advisory Committee
- 2017 Assembly Member Bill Quirk's Woman of the Year for Social Justice
- 2016 Silicon Valley Business Journal Women of Influence
- 2015 APAPA – Judge Stuart Hing's Mentor of the Year
- 2014 Powerful Women of the Bay Area Recipient
- Citizens for Better Community Citizen of the Year
- South Bay Chinese Club
- Senate Majority Leader Ellen Corbett's 2013 Woman of the Year Trailblazer
- Bay Area "Asian Women Empowered" Member
- Fremont Education Foundation

**Enter any remaining activities or information here.**

Sue proudly represents her Asian American Pacific Islander community with passion and heart that has led to leadership positions on local, county, state, and national levels, particularly with the AAPI experience. Having served as President of the League of CA Cities Asian Pacific Islander Caucus and National League of Cities Asian Pacific American Municipal Officers Association, and AAPITA Chair, Sue is representative of the growing number of Asian Americans Pacific Islanders being elected to public office.



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Fri, 02/03/2023 - 10:35

**District Name**

Cerritos Community College District

**First Name**

Marisa

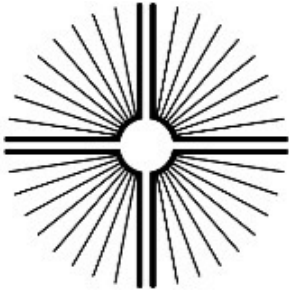
**Last Name**

Perez

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Thu, 02/02/2023 - 08:17

**Candidate First Name**

Marisa

**Candidate Last Name**

Perez

**Address**

5921 Allington Street

**City and Zip Code**

Lakewood, CA 90713

**Phone Number**

3233596839

**Email Address**

marisaforlakewood@gmail.com

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Meet students' basic needs (food, housing, transit) and support equitable distribution of funds for underserved students. Increase per-student funding, make more investments in DEIA/equity programs, and increase Cal Grant funds to close achievement gaps. Maintain laser focus on DEIA implementation and student graduation and decreasing 6-year enrollment rates.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

For more than 11 years as a trustee, I have developed a proven track record for facilitating positive student outcomes, including higher graduation and completion rates; increased campus diversity policies, and inclusive hiring practices. I have been honored to serve as CCCT president this last year.

**Certificates/Degrees**

Certificate in Education Finance, Georgetown University; Masters of Public Policy, USC; B.S., Bioengineering, Texas A&M

**Present Occupation**

Executive Deputy to Metro Board Member Fernando Dutra

**Other**

Advisor to AQMD Board Member Judy Mitchell; transportation/ budget advisor to President George W. Bush and Los Angeles Mayors

**Your Community College District**

Cerritos College

**Years of Service on Local Board**

11.5 years

**Offices and Committee Memberships on Local Board**

Trustee, 2012 - present

Board President, 2019-2020

Board Vice President, 2018-19

Board Vice President, 2015-16

Board Clerk, 2013-15

Board President, 2012-13

Committees include:

Search Committee for Superintendent Jose Fierro

Construction Committee Member

Cerritos College Foundation Board of Governors

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

2022-23 CCCT Board President and League Board Chair

CCCT Board representative, Chancellor's Office Vision for Success Diversity Task Force (2019-2020)

CCCT Board representative, Chancellor's Office EEO & Diversity Advisory Committee (2018-2022)

Cerritos College representative, Los Angeles County School Trustees Association (2014-15)

Workshop presenter at numerous League conferences and NALEO conferences

**ACCT and other organizations, boards, committees, etc.**

Associate Director for Domestic Policy, The White House, Executive Office of the President, Washington D.C. 2001-2002

Selected to attend and present at the National Association of Latino Elected Officials Annual National Summit on the State of Latino Education.

**Civic engagement and community service related volunteer work**

Co-Founder, Bellflower Unified School District Families Better Together

Board Member, Cerritos College Foundation

Former Executive Board, Esther Lindstrom Elementary School PTA  
Former Board Member, Lakewood Little League  
Former Board Member, Mayfair Baseball Boosters  
Graduate, Hispanas Organized for Political Equality Leadership Institute  
Girl Scouts leader, Bellflower Hollymount Service Unit  
Former School Site Committee and Parent Advisory Committee Member, Esther Lindstrom Elementary School  
Former Council Member, MTA Gateway Cities Service Sector

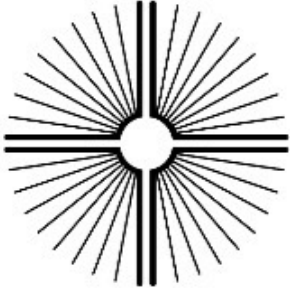
**Enter any remaining activities or information here.**

2018 Recipient, Student Equity Award from Campaign for College Opportunity and the National Organization of Latino Elected and Appointed Officials (NALEO)

2019, City of Cerritos Latino Heritage Month awardee

California PTA - Golden Oak Award, Continuing Service Award, Very Special Person Award





# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

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**Submission information**

Form: [CCCT Board Nomination Form](#)

Wed, 02/15/2023 - 13:06

**District Name**

South Orange County Community College District

**First Name**

Marcia

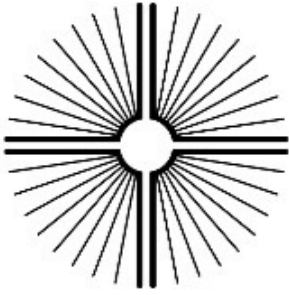
**Last Name**

Milchiker

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Wed, 02/15/2023 - 13:42

**Candidate First Name**

Marcia

**Candidate Last Name**

Milchiker

**Address**

26132 Oroville Place

**City and Zip Code**

Laguna Hills, CA 92653

**Phone Number**

(949) 395-2052

**Email Address**

mmilchiker@socccd.edu

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Our CCCT Board should support diversity, equity, and inclusion in decision making to ensure all students succeed.

They should expand trustee-education to assist trustees in their crucial responsibilities.

Additionally, the Board should engage with state and local legislators to safeguard funding for affordable quality education to diminish all achievement gaps.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

I've devoted my life to public education.

I taught biology in community college, high school, and junior high.

Education elevates students' lives for generations.

I founded our Orange County Community College Legislative Task Force and California Elected

Women's Association for Education and Research.

I love our colleges and achieve results.

### **Certificates/Degrees**

Master's Degree Biology, Cleveland State University

Bachelor's Degree Biology with Art Minor, Ohio State University

Associates Degree in Spanish, Saddleback College; Phi Theta Kappa Honor Society (to assist me in teaching Spanish speaking students)

Life Credential – teaching Biology, General Science and Art in K-12 California Public Schools

Life Credential – teaching Biology & Zoology in the California Community Colleges

Community Advisory Board member for the UCI Center for the Neurobiology of Learning and Memory

American Association for the Advancement of Science, STEM committees, Science Diplomacy Advocate

### **Present Occupation**

Member of the Governing Board, South Orange County Community College District

### **Other**

Biology Professor: Santa Ana College

Research Biologist in Orthopedic Surgery Research: The Cleveland Clinic Hospital, Cleveland, Ohio

Director of Research Biology: Southwestern Medical

High School Biology Teacher and Junior High Science Teacher

Substitute Teacher: Anaheim and Long Beach School Districts

Laboratory technologist in Genetics Research, Hospital endocrinological technician

### **Your Community College District**

South Orange County Community College District

### **Years of Service on Local Board**

Thirty-Eight (38) years.

I would be honored to be the first ever member of our SOCCCD Board of Trustees to serve on the highly regarded CCCT Board.

### **Offices and Committee Memberships on Local Board**

- President (4x)
  - As Board President oversaw “a marvelous hiring process that had a perfect outcome when we selected Dr. Juliana Barns as our chancellor.” Quote of Academic Senate President
- Vice-President (4x)
- Clerk (5x)
- Audit Committee Member (6x)
- Legislative Committee Member
- Representative to the Orange County Community College Legislative Task Force (14x)
  - Founding member of the Orange County Community College Legislative Task Force
  - I wrote initial campaign plan for our first task force; that format is still followed today
  - Helped pass federal bills to assist student veterans “GI Bill Tuition Fairness Act”
  - Generated Publications “Socioeconomic Benefits of the OC Community Colleges” & “Taxpayer Prospective for SOCCCD Community Colleges”
  - Reviewed and supported CA and Federal legislation Organized meetings and large events with local legislators
  - Studying and acting on AB 928
- Orange County School Board's Association Representative (25X)
  - Vice President of Programs (2X) Secured Erin Gruwell, “Freedom Writers Diary” speaker
  - Treasurer (2X)

- Secretary (3X)
- Community College Representative and wrote numerous articles for newsletters. (18X)
- ATEP – Our Advanced Technology Education Park in the Tustin Legacy
  - Successfully negotiated with the City of Tustin to attain 68.4 acres of the former Marine Corps Air Station (2004)
  - Successfully negotiated a waiver to allow our district to secure private-public partnerships (2008)
  - Completed Irvine Valley College's High Tech Idea Building (2018)
  - Public-Private Partnership with the Goddard School completed (2022)
  - Breaking ground for Saddleback's Automobile Tech and Culinary Arts building (2023)
- Successfully negotiated with local legislators to secure funding for 2 student service buildings
- I served as a judge for the following
  - Orange County Teacher of the Year Orange County Teacher of the Year.
  - Irvine Valley College Astounding Inventions
  - Saddleback Science Fairs
  - Cox Communication Cablevision Scholarships Cox Communication
- Emeritus Institute Advisory Council.
- Friends of the Saddleback College Library
- Archangel Supporter Angels of the Arts and Student Scholarships, Saddleback College
- Supporter of Performing Arts, and Student Scholarships Irvine Valley College
- Saddleback College Partners in Algebra – Mentor students & Tutor biology students
- Schools and Home Access to Resources for Education Board
- Led fight to save Adult Continuing Education in California citing ultimate taxpayer savings.
  - Brought busload of Emeritus students to hearing in LA, 3 of them spoke eloquently.
  - Our efforts insured that Adult Continuing Education was included in AB 1725
  - As a research biologist I conveyed data illustrating the importance of lifelong learning
  - Saved lifelong learning as an important mission of the California Community Colleges
- Student Research Conferences Attendee and Supporter
- Mars Rover Project Saddleback College Advisor

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

- Proud Member of these Caucuses:
  - California Community College Women's Caucus
  - California Association of Latino Community College Trustees and Administrators
  - African American Community College Trustees
  - Asian American Pacific Islander Trustees and Administrators Caucus
  - Veterans Caucuses
- CCLC Effective Trustee Program (ETP) graduate (2018) Recertification in progress)
- Advisory Committee on Education Services (ACES) member 2008 – 2011
- Commission on Legislation and Finance -California Association of Community Colleges 3X
- Trustee Weekly Webinar Committee and Panelist "Best Practices" (Presented 5/7/2020)
  - Surveyed Governing Board Members Board Meeting Pandemic Practices/ Platforms
  - Presented to Board Members the Best Practices for Pandemic online Board Meetings
  - Demonstrated and reviewed important skills and knowledge Board Members needed
  - Reviewed the legal requirements of running successful pandemic board meetings
  - Zoom techniques Board Members needed to know to run successful Board Meetings

### **ACCT and other organizations, boards, committees, etc.**

- Presenter at ACCT Chicago Meeting “Grassroots’ Advocacy OC Legislative Task Force”  
“How to form a legislative task force in your community.”
- ACCT International Committee.
- ACCT Governance Leadership Institute (GLI) program completed Lobbied numerous Congress and Senate Members in DC

### **Civic engagement and community service related volunteer work**

- AAUW American Association of University Women – member 4 local branches (40 years)
  - President (5X)
  - Saddleback College Student Scholarship Chair (35 X)
  - Over \$300,000 raised and donated as scholarships to Saddleback College students
  - Established Endowed Scholarships for Saddleback College students
  - Women’s Leadership Forum Saddleback College Created & Presented 4/28/2017.
  - Founded AAUW student chapters at both Saddleback and Irvine Valley Colleges
  - Salary negotiation seminars presented to students at colleges.
  - Programs for AAUW community and beyond I Created & Presented: “Focus on Saddleback College.” 6 faculty and students participated.
  - Send Junior High Girls to science camp Tech Trek Program (STEM) approx. 10 girls/summer
- Charter 100 Contributed more than \$303,200 in scholarships to Irvine Valley College single moms.
  - Mentor students, treat them to all our luncheons and to attend IVC’s Gala’s.
  - Disneyland excursions provided for all of the moms and their children every year.
- Camino Health Center Auxiliary board,
  - Funds full-service healthcare and dental care for low-income individuals.
  - Two full-service facilities funded: San Juan Capistrano, and Lake Forest
- Center for Neurobiology of Learning and Memory (CNLM) at UCI – Advisory Board Member
- California Elected Women for Education and Research
  - Founder of Orange County Chapter
  - Invited the top 3 elected women in Orange County to present at our inaugural meeting.
  - President for the first three years - most elected women in Orange County participated.
  - Chair Boards and Commissions Projects – mentored- How to get Elected & Appointed.
- American Association for the Advancement of Science member, Participate in science diplomacy.
- United Way of South Orange County Board (6X).
- Anti-Defamation League Board (10X)
- Orange County Human Relations Commission
- Beverly Sills Guild of Orange County Performing Arts Center Board
- Madame Helena Modjeska Guild of the Orange County Performing Arts Center Board
- Orange County Performing Arts Junior – Board
- Orange County League of Women Voters, Member
- Women For Orange County, Member
- Women in Leadership, Member
- Woman’s Roundtable of Orange County Board Member Chair Government Relations Committee.
- Women on the Move, Member
- La Casa Auxiliary – Orangewood Children’s Home
  - Speakers Bureau
- Aliso Viejo Symphony Guild, Member
- JCC of Orange County
  - Founder of JCC, Board Member, Committee Chair, fund raising and nominating committee

- Women's Philanthropy of Orange County – Board Member (7X), Vice-President of Programs (2X)
- Camp Haveriim
  - Founder, Developed Camp, Hired Director, Member of camping commission (10X)
  - Camp is still serving children of Orange County
- Ort Organization of Rehabilitation through Training (30 X) Brandman College chair
  - Creates and supports vocational schools all over the world to help people get good jobs
- Business and Professional Women member, political chair

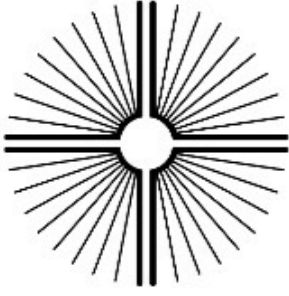
**Enter any remaining activities or information here.**

Presentations given in the community (Not an exhaustive list)

- Keynote Speaker – VA Hospital Women Equality Day  
"Women's Leadership in the 90's"
- Keynote Speaker – Saddleback Women's Conference
- Keynote Speaker Saddleback College – Women's Health Issues
- Women on the Move – How to get Elected.
- Society for Retired Teachers – Master Plan for Higher Education, Development of Future Leaders, o u r Emeritus Institute
- Kiwanis Clubs – Saddleback College success stories
- Rotary Clubs Leadership into the Next Millennium
- Laguna Woods Sunday Discussion Club - California's Economy: Challenges and Opportunities
- Academicians of Laguna Woods: The Future of the California Community Colleges
- Laguna Woods College Club -Demographics of Orange County – Important Trends
- Saddleback Hospital Women's Auxiliary - Educational Trends Scholarships, Sustaining our College Students
- American Women's ORT: STEM &-Cutting-Edge Technology at our Community Colleges
- Business and Professional Women: Running a Winning Campaign
- Board and Commissions Project & The Political Woman Seminar – California Elected Women's Association for Education and Research
- AAUW several branches: Our Emeritus Institute Advantages of Lifelong Learning
- Brandeis Women's Club Our Emeritus Institute
- Hadassah – Our Local Community Colleges Value and excellence
- Irvine Valley College Professional Development Week Presentation – "The Importance of Communication and Cultural Exchange for Students"
- Camino Real Playhouse – Several Standup Comedy Performances to large audiences
- Retirement Speeches – given at a number of retiring staff members retirement parties at our colleges.

**Awards Received**

- Marion Bergeson Award, Orange County School Board Association (2017)
  - Presented annually to an outstanding governing board member.
- Above and Beyond Award Angel Light Academy's Leadership Training Institute (2019)
- Named Gift Honoree, AAUW (2X)
- Dani Award – ORT Women America
- Woman of the Year; Saddleback Valley Business and Professional Women
- Family of the Year; J. Family Services (JFS) Orange County
- Suffrage Day Honoree, Women For Orange County Suffrage Day (2017)
- Who's Who California, Asia & Pacific Nations, Professional & Executive Women.
- Two-Thousand Notable American Women
- Athena Award – Southern Orange County Alumnae Panhellenic



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Mon, 01/27/2023 - 11:43

**District Name**

Chaffey College

**First Name**

Deana

**Last Name**

Olivares-Lambert

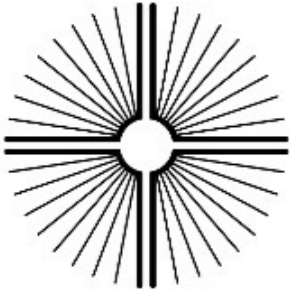
**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**

*Henry D. Shannon*





# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Tue, 01/24/2023 - 14:15

**Candidate First Name**

Deana

**Candidate Last Name**

Olivares-Lambert

**Address**

5885 Haven Ave

**City and Zip Code**

Rancho Cucamonga 91737

**Phone Number**

9098517527

**Email Address**

deanalambert@gmail.com

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

In our DEIA work: ensuring access in innovative ways to increase economic opportunities and upward mobility for marginalized communities.

In our community outreach work: expanding on our CCC communications strategy to include building stronger collaborations and community partnerships across sectors to better reach our underserved student populations.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

I became a trustee to pay it forward. Access to community college was the first opportunity that made all the rest possible, throughout my life. I am wholeheartedly committed to doing all I can to

increase access to community college and its resources to those who need it most.

### **Certificates/Degrees**

Doctorate Student, Educational Leadership C/O 2025, CSUSB; Master of Arts, Communication;  
Bachelor of Science, Psychology

### **Present Occupation**

Business Owner, Communications Consultant Firm

### **Other**

20+ years professional experience working directly for public, private and nonprofit organizations.

### **Your Community College District**

Chaffey Community College

### **Years of Service on Local Board**

3

### **Offices and Committee Memberships on Local Board**

Clerk of the Board, Accreditation Committee, Voting Delegate

### **CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

CCLC Excellence in Trusteeship 2022 Program Graduate and ongoing participant, CCLC  
Legislative Update participant, CCLC DEIA Townhall Committee member, Participant in all CCLC  
conferences.

### **ACCT and other organizations, boards, committees, etc.**

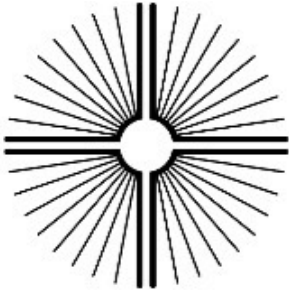
Participant in all ACCT conferences, 2022 Voting Delegate

### **Civic engagement and community service related volunteer work**

Children's Fund, Executive Board Member, Marketing and Communications Chair

### **Enter any remaining activities or information here.**

1st year student in Doctoral in Educational Leadership at California State University, San Bernardino



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Mon, 01/25/2023 - 12:30

**District Name**

North Orange County Community College District

**First Name**

Barbara

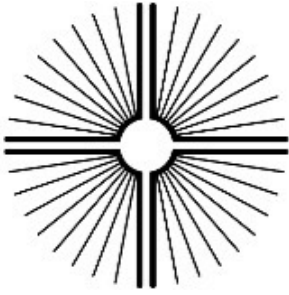
**Last Name**

Dunsheath

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Tue, 01/10/2023 - 08:03

**Candidate First Name**

Barbara

**Candidate Last Name**

Dunsheath

**Address**

4193 Paseo de Plata

**City and Zip Code**

Cypress

**Phone Number**

714-745-2623

**Email Address**

BDunsheath@nocccd.edu

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Equity and Student Success. Helping all students succeed in their educational goals enriches not only the students but our communities.

Funding. Community Colleges receive the lowest per student funding for education in the state.

Enrollment. Enrollment decline spiked during the pandemic. We need to bring students back.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

I am passionate about Community Colleges and have devoted my professional career to California Community Colleges.

I bring experience, knowledge, and commitment.

I bring multiple perspectives to the board, as a history professor, ACCJC Commissioner, as well as long-serving trustee.

I work collegially to weave multiple perspectives together.

**Certificates/Degrees**

Doctorate in Educational Leadership with an emphasis on Community Colleges (EdD) - CSULB;  
MA History - CSULB; BA History

**Present Occupation**

Recently retired Full-time History and Women/Gender Studies Professor for LACCCD. (Con't Part-time)

**Other**

none

**Your Community College District**

North Orange County Community College District (Fullerton, Cypress College and North Orange Continuing Education)

**Years of Service on Local Board**

17

**Offices and Committee Memberships on Local Board**

President (2011, 2016, 2021),  
Vice President (2010, 2015, 2020),  
Secretary (2009, 2014, 2019),  
Audit Committee,  
Cypress College Foundation Vice President,  
Strategic Conversations,  
Ethics sub-committee  
Sustainability sub-committee

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

California Community College Trustee – Board  
Advisory Council on Educational Services (ACES)  
Distance Education and Technology Advisory Committee, Chancellor's Office  
Commission on the Future, Vice Chair  
California Community Colleges Women's Caucus

**ACCT and other organizations, boards, committees, etc.**

Commissioner, Accreditation Commission Community and Junior Colleges (ACCJC) - Chair Policy Committee  
Governance Institute for Student Success

**Civic engagement and community service related volunteer work**

American Association of University Women  
League of Women Voters  
Faculty Association of California Community Colleges  
American Educational Research Association

National Women's Political Caucus - OC  
 Leadership Development Institute (2001)  
 National Institute for Leadership Development (1997)  
 California Historical Society  
 American Federation of Teachers  
 Boy Scouts & Girl Scouts of Orange County  
 PTA & School Activities

**Enter any remaining activities or information here.**

Speaker/Guest Lecturer at various conferences on numerous topics:

California State University Long Beach, "Qualitative Methodology"; "Board of Trustee and CEO Relations".

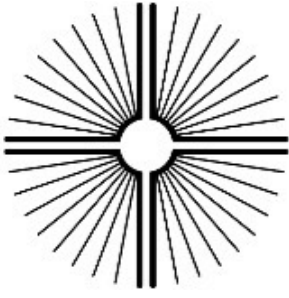
Association of Community College Trustees Conference, "Trustee Leadership is essential for Student Success".

Strengthening Student Success Conference. "A 2020 Vision for Student Success".

Community College Leadership Development Institute, "Searching for an A+, Successful Characteristics of a Student Learning Outcomes Process at a California Community College".

CCLC Conferences. Topics include: Accreditation, Baccalaureate Degree, Enrollment Management, CEO Evaluations, Student Services: Responding to Covid.

League of Women Voters, Soroptimist Club. "The Women's Hour: 100th Anniversary of Suffrage".



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Tue, 01/24/2023 - 09:59

**District Name**

Santa Barbara City College

**First Name**

Jonathan

**Last Name**

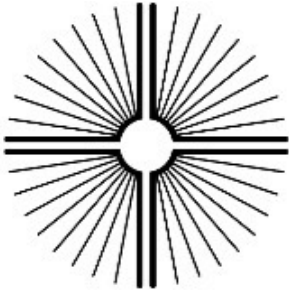
Abboud

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**

*Kindred Meritt*



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Wed, 02/15/2023 - 23:53

**Candidate First Name**

Jonathan

**Candidate Last Name**

Abboud

**Address**

1015 El Embarcadero #5

**City and Zip Code**

Isla Vista, 93117

**Phone Number**

310-734-9791

**Email Address**

jabboud@pipeline.sbccc.edu

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Student success rooted in DEIA should be the overarching goal over the next two years, this includes financial aid equity, student housing, and childcare. We need to focus on developing strong relationships with the many new state legislators in order to maintain funding for our goals during budget shortfalls.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

I am energized and passionate about the role community colleges play in improving lives and in the future of our state. I have twelve years of experience advocating for higher education and building relationships in Sacramento. I also bring many relationships across the University of



California for shared advocacy.

### **Certificates/Degrees**

Bachelor of Arts, Political Science UC Santa Barbara, 2014 Master of Technology Management UC Santa Barbara, 2018

### **Present Occupation**

Co-Founder & General Manager, Isla Vista Community Services District, 2017-Present

### **Other**

None

### **Your Community College District**

Santa Barbara Community College District

### **Years of Service on Local Board**

8 years

### **Offices and Committee Memberships on Local Board**

Board President - Current

Vice President - 3 years

Board Legislative Liaison - 6 years

Policy Committee - 2 years

Facilities Committee - 2 years

Fiscal Committee - 2 years

### **CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

I haven't yet had a chance to participate in a formal role within CCCT. I've attended every effective trustee workshop and legislative conference since I was elected except for years impacted by COVID. I have also attended the annual convention a few times.

### **ACCT and other organizations, boards, committees, etc.**

I attended the 2017 ACCT legislative conference in Washington D.C.

### **Civic engagement and community service related volunteer work**

Trustee Liaison, Santa Barbara City College Foundation Board of Directors, 2018-2019

Statewide Coordinator, Reclaim CA Higher Education Coalition, 2018-Present

Member, California Unincorporated (statewide network of unincorporated communities), 2017- Present

Treasurer, Santa Barbara County Action Network, 2017-Present

Co-founder and member, SB Young Democrats, 2017-Present

Recipient, Democratic Future Award, Santa Barbara County Democratic Party, 2017

Executive Board Member & Platform Committee member (Education Plank lead 2019), California Democratic Party, 2017-Present

Member, Young Elected Officials Network, 2016-Present

Board Member, Isla Vista Community Development Corporation, 2016-Present

Member, Finance Committee, Isla Vista Recreation and Park District, 2016

Founder, Isla Vista Self-Governance Initiative, 2014-2017

Student Body President, UC Santa Barbara, 2013-2014

Chair, Southern UC Student Regent Selection Committee, 2014

Volunteer, Isla Vista & UCSB Nonpartisan Voter Registration Volunteer Coalition, 2011-Present

Member, Vice Chancellor for Student Affairs Search Committee, UC Santa Barbara, 2015-2016

Member, Executive Vice Chancellor Search Committee, UC Santa Barbara, 2013-2014

Member, UC Online (formerly Innovative Learning Technology Initiative) Evaluation Committee, 2013-2014

Student Representative, UCSB Academic Senate Undergraduate Council, 2013-2014

Student Representative, UCSB Academic Senate Council on Budget and Planning, 2013-2014

Student Representative, UCSB Academic Senate Faculty Legislature, 2013-2014

Student Representative, UCSB Committee on Student Housing, 2011-2013

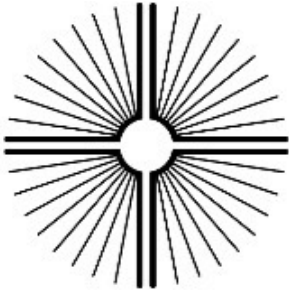
Member, UCSB Foundation Board of Trustees, 2013-2014

Member, UCSB Alumni Association Board of Directors, 2013-2014

**Enter any remaining activities or information here.**

It Doesn't Take a Tragedy to Find Community, TEDxUCSB, 2018

Lodise, C., & Abboud, J. (2019). 22 Isla Vista: A Self Governance Story. In *Isla Vista: A Citizen's History* (2nd ed.). chapter, Independent.



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Mon, 02/13/2023 - 15:55

**District Name**

Imperial Community College District

**First Name**

Hortencia

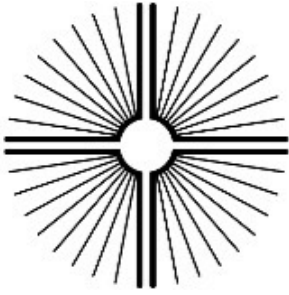
**Last Name**

Armendariz

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

Signature of the Clerk or Secretary of the Governing Board



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Mon, 02/13/2023 - 17:18

**Candidate First Name**

Hortencia

**Candidate Last Name**

Armendariz

**Address**

709 Harrington St

**City and Zip Code**

Calexico

**Phone Number**

(760)427-9736

**Email Address**

hortencia.armendariz@imperial.edu

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

We need to continue to advocate for and increase and stabilize funding so California Community College Districts to address the total cost of attendance to support all students in fulfilling their goal. We also need to commit in assisting students to fulfill their education goal in the shortest time possible.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Assisting students and removing barriers is the strongest contribution that I bring to the table. We must ensure that each of our students completes and adheres to their learning goals. We need to make sure that we offer the classes they need and provide the services without impacting their finances.

**Certificates/Degrees**

Masters in Education Leadership

**Present Occupation**

K-12 School District Administrator

**Other**

Current - Family Resource Center & Student Services Coordinator Past Occupations- Principal, Assistant Principal & Teacher

**Your Community College District**

Imperial Community College District

**Years of Service on Local Board**

1 1/2 years

**Offices and Committee Memberships on Local Board**

None at the time with local board but I do serve on an advisory board at our county behavioral health services. This is important to share since SEL is something that we need to address at all levels.

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

Have not had the opportunity to serve at the community college level but I do serve as a board member for the California Association of Supervisors of Child Welfare and Attendance . This has given me an opportunity to be informed with new legislative updates that impact education in California.

**ACCT and other organizations, boards, committees, etc.**

Have not had an opportunity at the local board level but I do belong to the National Association for the Education of Homeless Children and Youth. This has given me the opportunity to be informed of all federal laws that impact our students experiencing homelessness and those in foster care.

**Civic engagement and community service related volunteer work**

I am the Assistant Governor for Rotary in my area. I have also been past president for my local Rotary Club.

I serve on the advisory board for Imperial County Behavioral Health Services.

I serve as an advisory board member for Amigos de Alejandro which is a non-profit organization that assists children with cancer.

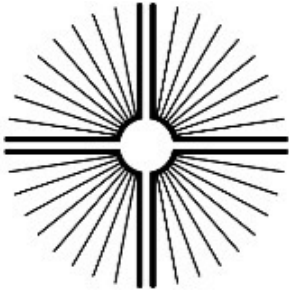
I assist our county and community with families seeking asylum in the USA.

I am a board member at our local education foundation which provides scholarships to high school students for higher education expenses.

Through the organizations that I serve we assist students and their families with basic needs and assist with higher education.

**Enter any remaining activities or information here.**

I have 37 years of K-12 experience & 1 1/2 years of higher education experience.



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Mon, 01/24/2023 - 13:49

**District Name**

Palomar Community College District

**First Name**

Roberto

**Last Name**

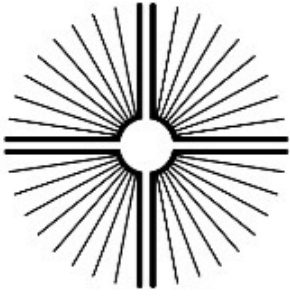
Rodriguez

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**

  
**X Judy Patacsil (Jan 5, 2023 10:36 PST)**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Tue, 01/31/2023 - 21:24

**Candidate First Name**

Roberto

**Candidate Last Name**

Rodriguez

**Address**

243 Saratoga CT.

**City and Zip Code**

Vista, 92083

**Phone Number**

619-987-2011

**Email Address**

rrodriguez@palomar.edu

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Over the next two years the CCCT Board and the Leagues should focus on continuing and deepening DEIA with the goal of integrating this into everything we do. Increased flexibility for colleges in the use of funding. A vision for community colleges for the second half of the 21st century.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

My experience as a 30 year teacher, 15 years as a union leader, my work in Labor Relations, and my trustee experience give me a breadth of experience that allow me to analyze issues as an educator, an administrator and from the governing perspective and look for opportunities for change.

**Certificates/Degrees**

B.A. International Relations and Spanish / M.A. International Relations

**Present Occupation**

Director of Labor Relations

**Other**

High School Social Science Teacher

**Your Community College District**

Palomar College

**Years of Service on Local Board**

2

**Offices and Committee Memberships on Local Board**

I've served on the Native American Advisory Committee as a Board liaison, I was briefly Board Secretary, I'm currently serving as Board Vice-President for the second year.

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

Serving on the Advisory Committee on Legislation.

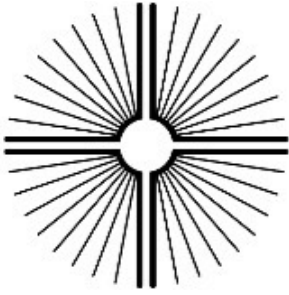
**ACCT and other organizations, boards, committees, etc.**

None

**Civic engagement and community service related volunteer work**

Enter any remaining activities or information here.





# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Thu, 02/09/2023 - 19:24

**District Name**

Merced Community College District

**First Name**

Carmen

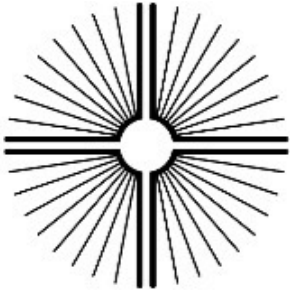
**Last Name**

Ramirez

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Thu, 02/09/2023 - 19:21

**Candidate First Name**

Carmen

**Candidate Last Name**

Ramirez

**Address**

4740 W Highway 140

**City and Zip Code**

Atwater 95301

**Phone Number**

(209) 383-0110 Office; (209) 631-1050

**Email Address**

carmen@ksrlawyers.com (or Lcarmen.ramirez@mccd.edu)

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Maintaining (or increasing) enrollment at Community Colleges, and advocating and supporting policy that help/reduce/eliminate barriers for student success and access. Community Colleges are essential for California's success.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Telling the amazing success stories of Community College graduates showing how CCs have successful, high-profile alumni can both elevate the status of CCs and help with enrollment. I have experience working collaboratively with other colleges to create a united a message of CCs as a marker of value and success.

**Certificates/Degrees**

Associates - Merced Community College 2000, Bachelor of Arts - UCLA 2002, Juris Doctor from San Joaquin College of Law 2009

**Present Occupation**

Attorney in private practice

**Other**

MCCD Trustee since 2016, Member of the Merced Theatre Foundation since 2010, Appointed by Gov. Brown to Regional Water Board

**Your Community College District**

Merced Community College District

**Years of Service on Local Board**

6

**Offices and Committee Memberships on Local Board**

Merced College Board of Trustees- Chair of Board (two terms)  
 Merced College Board of Trustees -Vice Chair of Board (one term)  
 Merced College Board of Trustees -Clerk of Board (one term)  
 Board Chair/Representative, Accreditation Self-Evaluation  
 Board Representative, Dream Act Task Force  
 Member of AdHoc Audit Committee  
 Member of AdHoc Trustee Policy Committee  
 Member of Merced College Foundation  
 Member of Board Retreat Planning Committee

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

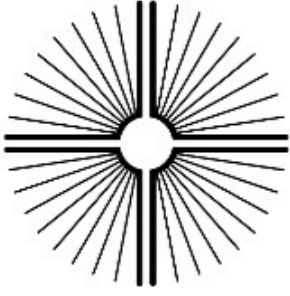
Current CCCT Board Member. As a CC Board Member, I have spent most of my time, efforts and resources advocating and supporting local efforts. I have assisted with hosting California Governor Gavin Newsom and Chancellor Oakley at the Merced College Campus.

**ACCT and other organizations, boards, committees, etc.****Civic engagement and community service related volunteer work**

Administrative Judge for City of Merced and City of Atwater  
 Board Member for the Merced Theatre Foundation  
 McSwain Elementary School -Chair of School Site Counsel and DELAC  
 Woman of the Year – 2019 Merced Hispanic Chamber (based on community service and civil profile)  
 Volunteer/Mentor – Puente Program at Merced College  
 Campaign Volunteer- Merced College Measure J Committee  
 El Rescate Legal Services – Volunteer and evening appointments coordinator  
 UC Merced Attorney for Student Support – Volunteer  
 Volunteer Coordinator- City of Merced Mayor Community Clean Up Days

**Enter any remaining activities or information here.**

I am a friendly and outgoing person who always tries my best. I am a Merced College graduate, transferred to UCLA and went to law school in Clovis, California. I am a proud to be a mother to two young daughters (ages 11 and 9) and married to a loving husband who equally shares duties at home and in life.



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Mon, 02/13/2023 - 13:33

**District Name**

Yosemite Community College District

**First Name**

Milton

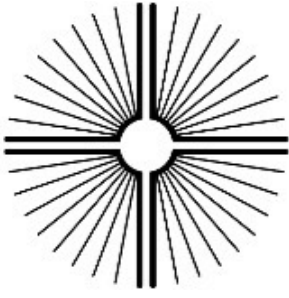
**Last Name**

Richards

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Tue, 02/07/2023 - 06:19

**Candidate First Name**

Milton

**Candidate Last Name**

Richards

**Address**

4582 Legacy Way

**City and Zip Code**

Turlock CA

**Phone Number**

2096209814

**Email Address**

Richardsm@yosemite.edu

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Making Education affordable and accessible to all.

Providing opportunities to all regardless of, race, religion, nationality or sexual preference.

Providing education and skills necessary to meet today's work force needs.

Providing the education necessary for our students to continue their education past our two year associate degree.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

I am pleased to be nominated by my fellow Yosemite Community College trustees to serve on the CCCT Board of Directors. With over 40 years of experience as an Athletic Director and instructor in universities across the country and in Canada, I am well prepared to serve on this board.

**Certificates/Degrees**

B.S, M.S, Ed.D, Harvard Management Institute, NCAA Diversity Certificate

**Present Occupation**

Retired Vice President Yosemite Community College

**Other**

None

**Your Community College District**

Yosemite Community College District

**Years of Service on Local Board**

Two

**Offices and Committee Memberships on Local Board**

Board Vice President

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

None yet other than attending all Conventions.

**ACCT and other organizations, boards, committees, etc.**

None yet other attending all conventions

**Civic engagement and community service related volunteer work**

Volunteer Assistant Mayor City of Turlock

Former Rotarian

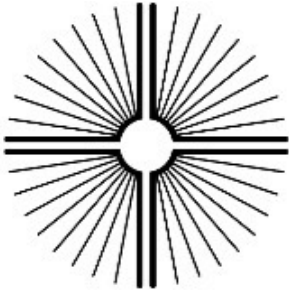
Former Board Member Turlock Chamber of Commerce

Former Chair Turlock Convention Visitors Board

Former Board Member Red Cross / United Way

**Enter any remaining activities or information here.**

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# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Tue, 01/10/2023 - 10:35

**District Name**

Antelope Valley Community College District

**First Name**

Michael

**Last Name**

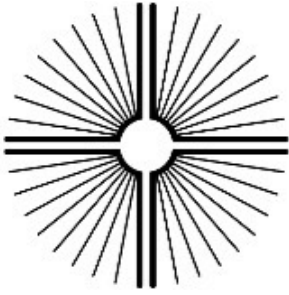
Rives

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**





# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Wed, 01/11/2023 - 16:34

**Candidate First Name**

Michael

**Candidate Last Name**

Rives

**Address**

1114 W. Avenue J9

**City and Zip Code**

Lancaster, CA 93534

**Phone Number**

6619021976

**Email Address**

mrives@avc.edu

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

With enrollment down throughout the community college system, our goal is to help students realize that we offer a unique opportunity for them to achieve their dreams. These dreams may be to work in a field they enjoy or pursue higher education.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

I have associate's, bachelor's, and master's degrees. I am well aware of the struggles that some students face as they navigate the system to get a higher education. Using my personal experience and my work experience in government, I can help them achieve their goals.

**Certificates/Degrees**

Associates of Arts in Government, Bachelor's in Criminal Justice, Masters' in Criminal Justice, LAPD diploma in police science

**Present Occupation**

Retired

**Other**

Previously, employed as Cancer Hospital Worker for the VA Great Los Angeles Healthcare System.

**Your Community College District**

Antelope Valley Community College District

**Years of Service on Local Board**

2

**Offices and Committee Memberships on Local Board**

Representative for the Board to the LA County School Trustee Association

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

Candidate for the California State Assembly 1980 and 2020

**ACCT and other organizations, boards, committees, etc.****Civic engagement and community service related volunteer work**

Former elected Member of the Board of Directors of the Antelope Valley Healthcare District

Former Los Angeles Police Department Reserve Police Officer

Former president of the Optimist Club in Highland Park, CA and in the Antelope Valley California

Frequent speaker at the Lancaster city council, Palmdale city council, AV Unified High School

District Board of Trustees

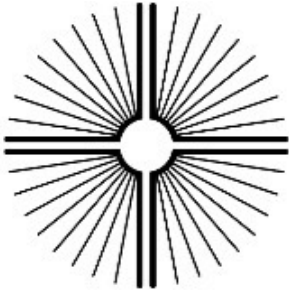
**Enter any remaining activities or information here.**

Former member of US Rugby and team member of the Rebellion Rugby Team

Help start-up the CANYON NEWS newspaper in Los Angeles

Candidate for the US Congress

Candidate for the Los Angeles Community College District Board of Trustees



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Fri, 01/06/2023 - 12:01

**District Name**

Los Angeles Community College District

**First Name**

Andra

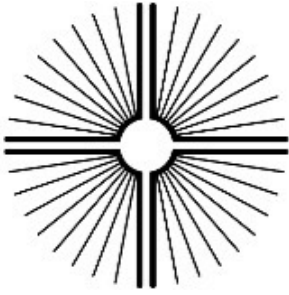
**Last Name**

Hoffman

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Sat, 02/11/2023 - 09:52

**Candidate First Name**

Andra

**Candidate Last Name**

Hoffman

**Address**

4557 Haskell Avenue

**City and Zip Code**

Encino

**Phone Number**

8187260859

**Email Address**

ahoffman@email.laccd.edu

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Student housing, Cal-Grant reform, support for alterations to SCFF to provide greater stability to districts, expansion of Bachelor's Degree programs, continue to advocate for basic needs funding and convert \$10 million one-time funding LGBTQ+ Pride Centers to ongoing, as well as continue our work with DEIA and Ethnic Studies.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

I've been on the LACCD Board since 2015 and I have been on the CCCT Board since 2016. I bring over 25 years of community college experience and am familiar with the history of our system, our funding model and have a strong network of educator-advocates in California and D.C.

**Certificates/Degrees**

Bachelor's Degree, Liberal Studies-Antioch University; Master degree, Public Administration, Cal State University, Northridge

**Present Occupation**

Associate Dean, Student Services - Glendale Community College

**Other**

I have employed at Glendale College since 1997

**Your Community College District**

Los Angeles Community College District

**Years of Service on Local Board**

8 years

**Offices and Committee Memberships on Local Board**

Former President of the Board

Chair, Budget & Finance Committee

Chair, Sexual Harassment Task Force

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

CCCT Board Member (President-Elect); Member of the League's Food Insecurity and Housing Affordability Task Force; Member of the League's Financial Aid Committee, Former Member; Advisory Committee on Legislation, CCLC (4 years); Co-Chair (and founding member), California Community Colleges Women's Caucus; presented at numerous state and national conferences on housing, food insecurity, student parents, College Promise.

**ACCT and other organizations, boards, committees, etc.**

Member, California Placement Association

Member, National Student Employment Association

Member, CIWEA (California Internship and Work Experience Association)

Member, National Association of Colleges and Employers

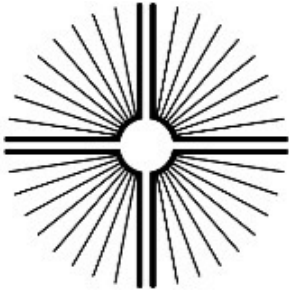
President, National Women's Political Caucus, San Fernando Valley

Former Member, School Site Council, Sherman Oaks Elementary School

**Civic engagement and community service related volunteer work**

Past Member of the Board, YWCA Glendale; Past Member of the Board, American Youth Soccer Organization; Former Director, AmeriCorps – Welfare to Work Program

**Enter any remaining activities or information here.**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Nomination Form](#)

Tue, 02/14/2023 - 11:03

**District Name**

Siskiyou Joint Community College District

**First Name**

Gregory

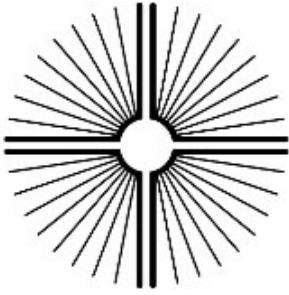
**Last Name**

Hanna

**Nomination Agreement:** This nominee is a member of the above Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. The Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee have also been completed and submitted.

Yes, I agree to this statement.

**Signature of Clerk or Secretary of Governing Board**



# COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

Submission information

Form: [CCCT Board Statement of Candidacy & Biographic Sketch Form](#)

Tue, 02/14/2023 - 10:53

**Candidate First Name**

Gregory

**Candidate Last Name**

Hanna

**Address**

4707 Hartstrand Road

**City and Zip Code**

Etna 96027

**Phone Number**

530-598-4707

**Email Address**

gregchanna@gmail.com

**What are the major issues and activities that should be considered by the CCCT Board and the League in the next two years? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

Equity and inclusion are major issues. In our rural area, we have a shortage of resources that impacts recruitment and retention of students and faculty. We need to further commit to distance learning and head start or college readiness programs within our local school in order to address declining enrollment.

**How do you feel you can contribute in these areas? (Please use 50 words or less. Any portion of the statement beyond this limit will not be included.)**

I offer a rural, small college perspective and advocate for solutions in trying times. Having a lifetime of civic service in our local area from coaching football to working with our local FFA, elementary school board trustee, and many other organizations, I am prepared to tackle the challenges CCCT faces.

**Certificates/Degrees**

Bachelor of Science, Agri-Business and Natural Resource Management from Eastern Oregon University, La Grande, Oregon

**Present Occupation**

Farm & Ranch owner/operator; Hanna Bros. LLC Member/Owner; Hanna Bros. Ranch, Inc., Director/Owner; GH Ranch LLC, Member/Owner

**Other**

None

**Your Community College District**

Siskiyou Joint Community College District

**Years of Service on Local Board**

15 years

**Offices and Committee Memberships on Local Board**

Board President, two terms

Vice President two terms

Board Representative to the College of the Siskiyous Foundation

Accreditation Committee Liaison

Building Oversight Committee

Resource Management Development Committee

Facility Oversight Committee

**CCCT and other organizations' boards, committees, workshop presenter, Chancellor's Committees, etc.**

California Cattlemen's Association, member

California Farm Bureau, member

Participation in numerous CCLC conferences, workshops, and training sessions

**ACCT and other organizations, boards, committees, etc.**

National Cattlemen's Association, member

**Civic engagement and community service related volunteer work**

Etna Elementary School District Board of Trustees, two terms

Scott Valley Pleasure Park Rodeo Board of Directors, 1982-present; two terms as Board President

Scott Valley Pleasure Park Junior Rodeo Board, two years

Siskiyou Golden Fair, 10th District Agriculture Association, Rodeo Committee, two years

**Enter any remaining activities or information here.**

A.I. Alkhorayeff Sons Co.: Project Manager, Prince Abdul-shual Farm Project, Riyadh, Saudi Arabia

International Agricultural Exchange Association (IAEA); participated in a 10-month work abroad program in Victoria, Australia

Siskiyou Golden Fair: Weighmaster, volunteer assisting with livestock weigh-ins and wellness



checks for swine, steers, heifers, rabbits, and poultry

Siskiyou Golden Fair: Volunteer at rodeo events as judge, chute boss, and supervisor to ensure the safety of the participants, livestock, and arena workers

Siskiyou Golden Fair: Rachel Hanna Park: Maintain the landscaping, flowerbeds, and children's play area for the venue to be used during the fair, Ag Awareness Day, and for rental events throughout the year

Scott Valley Pleasure Park: Youth Rodeo Clinic: Sponsored and taught at a local clinic to encourage children of all ages to learn about the sport of rodeo

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

**PREPARED BY:** Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval to Adopt Resolution #2023-04-13-FP-01 Ratifying Agreement for the Acquisition of Real Property Identified as Unimproved Property on South I Street and at 878 Hazel Avenue, San Bernardino, CA

### **RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution #2023-04-13-FP-01 ratifying an agreement for the acquisition of Real Property identified as unimproved property on South I Street at Adell Street and at 878 Hazel Avenue in San Bernardino, CA 92410, San Bernardino County Assessor Parcel Nos. 0141-186-12, 0141-186-05, 0141-186-06, and 0141-186-07 ("Property").

### **OVERVIEW**

Pursuant to prior direction from the District Board of Trustees on November 10, 2022, District staff, in consultation with 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 #2023-04-13-FP-01.

### **ANALYSIS**

Adoption of the attached resolution will establish the Board's directives concerning the acquisition of the Property and is in line with its previous direction to staff.

### **SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

This purchase will be funded by Measure CC.



**RESOLUTION #2023-04-13-FP-01 OF THE BOARD OF TRUSTEES OF THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
TO RATIFY AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY IDENTIFIED AS  
UNIMPROVED PROPERTY ON SOUTH I STREET AND AT 878 HAZEL AVENUE,  
SAN BERNARDINO, CA 92410**

WHEREAS, the San Bernardino Community College District ("District") desires to acquire real property located in San Bernardino, California ("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 owners of the Property, Mr. and Mrs. William Faulkner, Trustees of the Faulkner Triangle Trust (the "Owners"), 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;

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, BE IT RESOLVED DETERMINED, AND ORDERED 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 6. Consent. The Board hereby directs the Chancellor, or a designee, 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.

**RESOLUTION #2023-04-13-FP-01 OF THE BOARD OF TRUSTEES OF THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
TO RATIFY AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY IDENTIFIED AS  
UNIMPROVED PROPERTY ON SOUTH I STREET AND AT 878 HAZEL AVENUE,  
SAN BERNARDINO, CA 92410**

PASSED AND ADOPTED as of April 13, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

I, Dr. Stephanie Houston, 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.

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Dr. Stephanie Houston, President of the Board of Trustees  
San Bernardino Community College District

I, Joseph R. Williams, 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.

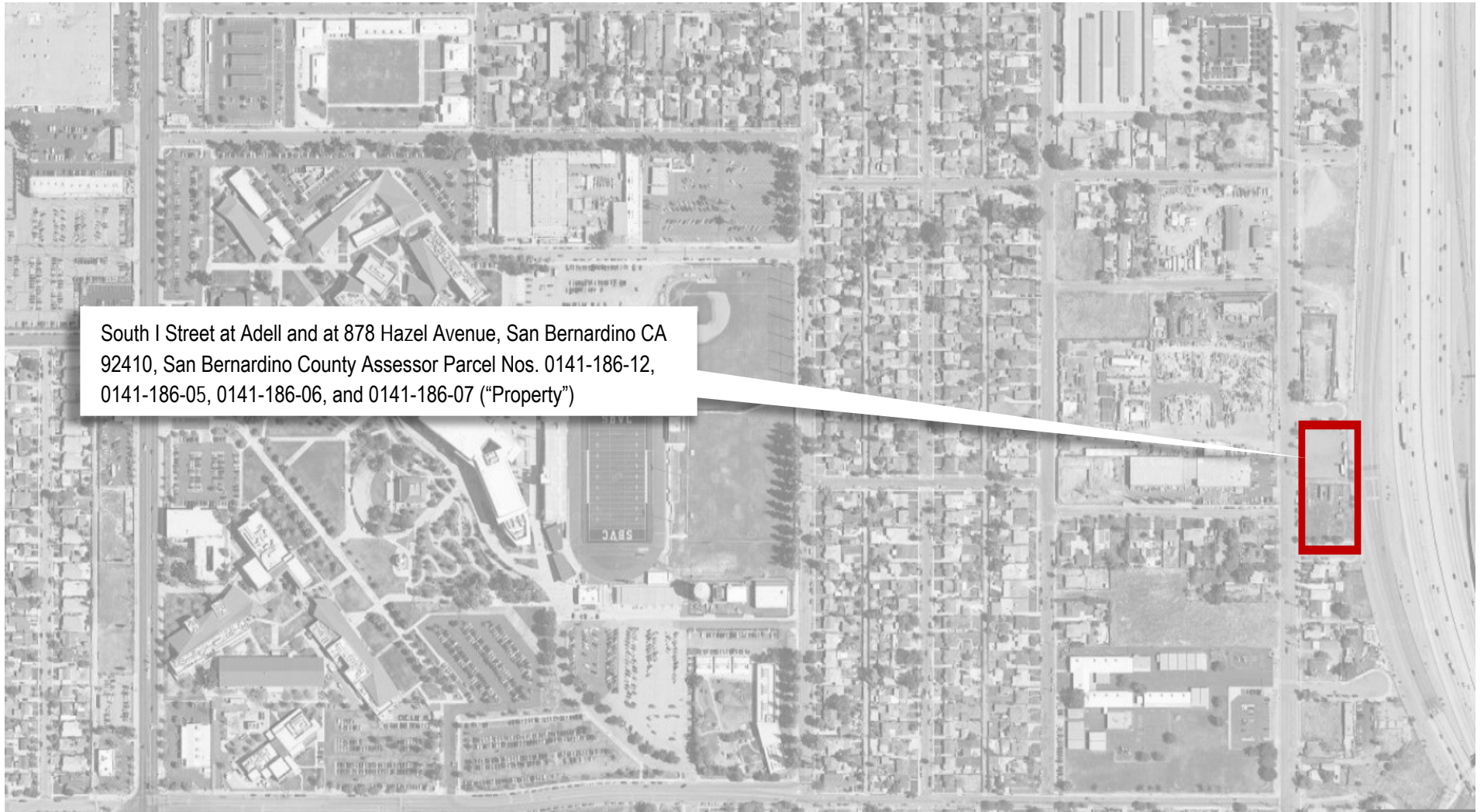
IN WITNESS WHEREOF, I have hereunto set my hand on this date.

---

Joseph R. Williams, Clerk of the Board of Trustees  
San Bernardino Community College District

**RESOLUTION #2023-04-13-FP-01 OF THE BOARD OF TRUSTEES OF THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
TO RATIFY AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY IDENTIFIED AS  
UNIMPROVED PROPERTY ON SOUTH I STREET AND AT 878 HAZEL AVENUE,  
SAN BERNARDINO, CA 92410**

EXHIBIT A



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**PURCHASE-SALE AGREEMENT**

***San Bernardino Community College District – The Faulkner Triangle Trust***

*Unimproved property on South “I” Street and at 878 Hazel Avenue, San Bernardino, CA 92410  
(more particularly APNs 0141-186-12 (Adell Street Property) & 0141-186-05, 0141-186-06, and 0141-  
186-07 (Hazel Avenue Property))*

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## **PURCHASE-SALE AGREEMENT**

### ***San Bernardino Community College District – The Faulkner Triangle Trust***

*Unimproved property on South "I" Street and at 878 Hazel Avenue, San Bernardino, CA 92410  
(more particularly APNs 0141-186-12 (Adell Street Property) & 0141-186-05, 0141-186-06,  
and 0141-186-07 (Hazel Avenue Property))*

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made and entered into, effective as of this 7 day of March, 2023 ("Effective Date"), between William Stoddard Faulkner, Jr. and Dana Anne Faulkner, Trustees of The Faulkner Triangle Trust ("Owners"), and the San Bernardino Community College District ("District"), a California Public Agency. The District and Owner may hereinafter be referred to as the "Party" or collectively as the "Parties."

### **RECITALS**

- A. Owners own two properties, to wit: certain unimproved real property located on South "I" Street, San Bernardino, CA 92410, also identified as San Bernardino County Assessor's Parcel No. 0141-186-12 ("Adell Street Property"); and, certain unimproved real property located at 878 Hazel Avenue, San Bernardino, CA 92410, also identified as San Bernardino County Assessor's Parcel Nos. 0141-186-05, 0141-186-06, and 0141-186-07 (Hazel Avenue Property);
- B. The Adell Street Property and the Hazel Avenue Property shall be collectively known herein as the "Property";
- C. Owners have listed the Property for lease or sale;
- D. The District desires to purchase the Property for potential District use for an expansion of its nearby Valley College campus;
- E. Owners have agreed to sell (as "Sellers"), and the District has agreed to purchase (as "Buyer"), the Property, subject to the terms and conditions set forth herein.

In consideration of the foregoing and of the terms and conditions set forth herein, the Parties agree as follows:

### **ARTICLE I PURCHASE AND SALE**

**Section 1.1 Sale and Purchase.** Subject to the conditions contained herein, Owners agree to sell to the District, and the District agrees to purchase from Owners, the Property.

**Section 1.2 Purchase Price.** The purchase price for the Adell Street Property is One Million Three Hundred Fifty Thousand and 00/100 Dollars (\$1,350,000.00) and for the Hazel Avenue Property is Six Hundred Thousand and 00/100 Dollars (\$600,000.00) ("Purchase Price").

**Section 1.3 Payment of Purchase Price.** The Purchase price shall be paid in cash to Owners through escrow upon the Close of Escrow as defined in Section 4.3 herein.

**Section 1.4 Title to the Property.** Upon Close of Escrow, the District will hold fee title to the Property. Owners agree to deliver title free and clear of all mortgages, liens, charges, encumbrances, encroachments, easements, conditions, exceptions, assessments, taxes, or other defects in title relative to the Property, except those deemed Permitted Exceptions, as defined in Section 1.5.



**Section 1.5 Condition of Title.** Escrow Holder, as defined in Section 4.1, will deliver to the District, within fifteen (15) days following the Opening of Escrow (defined herein), a Preliminary Title Report ("Title Report") covering the Property issued by **Commonwealth Land Title Insurance Company** ("Title Insurer"), together with complete and legible copies of all underlying documents referred to in the Title Report as evidencing exceptions to title and a complete plotting report of all easements disclosed in the Title Report. Upon request of the District, Owners agree to provide the District with any information known to Owner that relates to the Title Report or exceptions. All matters contained in the Title Report, including Exceptions to Title, shall be approved or disapproved subject to the same process and timing set forth in the Due Diligence Period provisions in Section 1.7. Notwithstanding any objection, or failure to object, by the District, under no circumstances shall any mortgages, deeds of trust, or monetary liens be deemed Permitted Exceptions pursuant to this Section or otherwise.

**Section 1.6 Security Deposits.** In regard to the Adell Street Property, Buyer shall deliver a "Down Payment Deposit" in the amount of Twenty Five Thousand and 00/100 dollars (\$25,000.00) and. In regard to the Hazel Avenue Property, Buyer shall deliver a "Down Payment Deposit" in the amount of Twenty Five Thousand and 00/100 dollars (\$25,000.00) to Escrow, within fifteen (15) days following the Opening of Escrow (defined herein). The Down Payment Deposits shall be credited against the **respective** payments of the Purchase Price and released to Owners at the Close of Escrow, except as otherwise provided herein. The Down Payment Deposits shall constitute, and be released as liquidated damages as set forth in Section 4.14 of this Agreement in the event Buyer fails or refuses to Close Escrow after the expiration of the Due Diligence Period, pursuant to the terms and conditions of this Agreement.

**Section 1.7 Due Diligence Period.**

(a) **Inspections and Review.** Buyer and its representatives, agents, engineers, consultants, contractors, and designees shall have the right to enter onto the Property from and after the date of this Agreement through and including the date which is **forty five (45)** days following the Opening of Escrow (defined herein) (the "Due Diligence Period") for purposes of examining, inspecting and investigating the Property including the site, soil, subsurface soils, drainage, seismic and other geological and topographical matters, location of asbestos, toxic substances, hazardous materials or wastes, if any, and, at Buyer's sole and absolute discretion, determining whether the Property is acceptable to Buyer. Any such access shall require Buyer to provide Owners with a minimum of twenty four (24) hours' notice, but otherwise shall not be unreasonably denied by Owners. Buyer shall, in a timely manner, repair any and all damage to the Property caused by such inspections or investigations. Buyer shall indemnify and hold Owners harmless from all damage, liability, cost, expense, liens, personal injury, property damage, loss or other claim that may arise from or in connection with such entry onto the Property by Buyer, and its agents, consultants, engineers, and other professionals during the Due Diligence Period, which obligation shall survive the Close of Escrow or sooner termination of this Agreement.

(b) **Disapproval/Termination.** District shall notify Owners and Escrow Holder in writing ("District's Due Diligence Notice") on or before the expiration of the Due Diligence Period of District's approval or disapproval of the Due Diligence Materials, the condition of the Property and District's investigations with respect thereto. District's express disapproval of any of said items on or before the later of the expiration of the Due Diligence Period shall constitute District's election to terminate this Agreement and cancel the Escrow, unless District and Owners can mutually agree within fifteen (15) days to a resolution to address those issues identified by the District. District's failure to deliver District's Due Diligence Notice, on or before the expiration of the later of the Due Diligence Period shall constitute District's election to terminate this Agreement and cancel the Escrow, ~~provided that Owners or Escrow Holder first provide the District with notice of its failure to deliver the District's Due Diligence Notice, and the District fails to cure such failure within ten (10) business days.~~



**Section 1.8 Approval of Board of Trustees.**

This Agreement shall be conditioned on the approval of the Board of Trustees, which approval, if given, shall be no later than ten days (10) following the end of the Due Diligence Period described in Section 1.7. The failure of the District to provide this approval by the deadline described herein shall terminate the Escrow, and this Agreement shall be of no further force and effect.

**ARTICLE II  
SELLERS' REPRESENTATIONS AND WARRANTIES**

**Section 2.1** Owners warrant and represent that the following facts are true and correct, to the best of their knowledge, as of the date of this Agreement, and the truth and accuracy of such representations and warranties will constitute a condition to the Close of Escrow. Owners' representations and warranties are as follows:

(a) Aside from those actions undertaken by the District in its attempt to acquire the Property for the purposes described within this Agreement, there are, to the best of Owners' knowledge, no actions, suits, material claims, legal proceedings, or any other proceedings pending or threatened before any court or governmental agency that may involve or affect the Property or any portion thereof; and

(b) There are, to the best of Owners' knowledge, no liens or encumbrances on, or claims to, or covenants, conditions, and restrictions, leases, easements, rights-of-way, or other matters affecting the Property, except as indicated in the Title Report or otherwise disclosed in writing to, and approved by, the District; and

(c) Neither this Agreement, nor anything provided to be done thereafter, violates or will violate any contract, agreement, or instrument to which Owners are a party or which affects the Property or any portion thereof. The execution, consent, or acknowledgment of no other person or entity is necessary to permit the consummation of the transactions contemplated herein; and

(d) Owners are not in default in respect to any of their obligations or liabilities pertaining to the Property, nor is there any existing state of facts or circumstances or condition or event which would constitute or result in any such default upon the giving of notice or the passage of time or both; and

(e) Owners have not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary position in bankruptcy or suffered the filing on an involuntary position by Owners' creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Owners' assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Owners' assets; (v) admitted in writing his inability to pay their debts as they come due; (vi) made an offer of settlement, extension, or composition to their creditors generally; and

(f) Owners, to the best of their knowledge, have the full right and authority to enter into this Agreement and consummate the transactions contemplated herein.

**Section 2.2 Transfer of Title.** Owners agree to take any such action as is necessary to deliver the Property to the District, excepting those Permitting Exceptions as defined in Section 1.5, free and clear and all mortgages, liens, charges, encumbrances, encroachments, easements, conditions, exceptions, assessments, taxes, or other defects in title, including, but not limited to, the removal of any deeds of trust secured by the Property. Escrow Holder will assist to provide the acceptable documents.



### **ARTICLE III BUYER'S REPRESENTATIONS AND WARRANTIES**

**Section 3.1** The District warrants and represents that the following facts are true and correct as of the date of this Agreement, and the truth and accuracy of such represents and warranties will constitute a condition to the Close of Escrow.

The District's representations and warranties are as follows:

- (a) Neither this Agreement, nor any action required hereunder, to the District's knowledge, violates or will violate any contract, agreement, or instrument to which the District is a party or that affects the Property, or any portion thereon; and
- (b) There is no existing state of facts or circumstances, or condition or event, that, to the District's knowledge, would preclude the District from fulfilling its obligations under this Agreement; and
- (c) No person or entity, other than District, to the District's knowledge, is required to consent to, acknowledge, or execute this Agreement in order to validate its execution by the District or to permit the consummation of the transactions contemplated herein; and
- (d) To the District's knowledge, the District has the full right and authority to enter into this Agreement and consummate the transactions contemplated herein, and each person signing this Agreement on behalf of the District is authorized to do so; and
- (e) To the District's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings pending or threatened before any court or governmental agency that could have a material, adverse effect on the District's purchase or ownership of the Property; and
- (f) To the District's knowledge, the District has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary position in bankruptcy or suffered the filing on an involuntary position by the District's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of the District assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of the District's assets; (v) admitted in writing its inability to pay its debts as they come due; (vi) made an offer of settlement, extension, or composition to its creditors generally.

### **ARTICLE IV ESCROW**

**Section 4.1 Escrow and the Escrow Holder.** An escrow for the transactions contemplated by this Agreement (the "Escrow") will be opened with **Escrow Mart, Inc. ("Escrow Holder")**, Jodi Castenada, Escrow Officer, at 1255 E. Highland Avenue, #102, San Bernardino, California 92404 (909-882-2951; [jodi@escrowmartinc.com](mailto:jodi@escrowmartinc.com)), or as otherwise agreed to by the parties, as soon as is practicable after the execution of this Agreement ("Opening of Escrow"). On the same day as the Opening of Escrow, Escrow Holder shall send an acknowledgment to all of the Parties that Escrow has been opened, in substantially the form of Exhibit B, with the date of such opening, and the applicable escrow number, along with Escrow Holder's agreement to act as the escrow holder and title insurer in accordance with the provisions of this Agreement. Such notice will serve as the notice of the Opening of Escrow, and will also constitute the Escrow Holder's agreement to conduct the Escrow and provide all related title services as provided herein.



**Section 4.2 Agreement to Constitute Escrow Instructions.** This Agreement constitutes the escrow instructions to Escrow Holder. Owners and the District will deposit three (3) copies of this executed Agreement with Escrow Holder, who will endorse all three copies and return one copy to Owners and one copy to the District. The standard escrow instructions of the Escrow Holder ("General Provisions"), attached hereto as Exhibit A and incorporated by reference (or if not so attached, to be issued and signed for as an amendment to escrow by Escrow Holder), will constitute additional escrow instructions under this Agreement. The Parties agree that, as between them, if there is any conflict between the terms of this Agreement and the General Provisions, this Agreement will control.

**Section 4.3 Close of Escrow.** The conveyance of fee title to the Property from Owners to the District and the cash payment from the District as contemplated by this Agreement (the "Close of Escrow") must occur, provided that all of the conditions of the Close of Escrow referred to in this Article have been satisfied, within **sixty (60)** days following Opening of Escrow, unless otherwise agreed to by the Parties.

**Section 4.4 Duties of Escrow Holder.** The Parties desire to be informed of the progress that is made toward the Close of Escrow. Thus, by accepting this transaction for Escrow, Escrow Holder expressly agrees to diligently provide notice to the Parties of all significant events or actions of a Party affecting Escrow, regardless of whether such event or action affects only one Party to this transaction. Escrow Holder further agrees to make all reasonable efforts to be responsive to the communications and/or inquiries from either of the Parties. The obligations of the Escrow Holder set forth herein are a material part of the consideration given to the Parties in exchange for use of the Escrow Holder's services as described in this Agreement.

**Section 4.5 Certain Obligations of the District.** In addition to fulfilling any obligations of the District contained in this Agreement, on or before one (1) business day before the Close of Escrow, the District must have deposited into Escrow:

- (a) The Purchase Price, as established in Section 1.2; and
- (b) A Certificate of Acceptance, pursuant to Government Code Section 27281; and
- (b) All other sums and documents reasonably required of the District by Escrow Holder to carry out the Close of Escrow.

**Section 4.6 Certain Obligations of Owners.** In addition to fulfilling any other obligations of Owners contained in this Agreement, on or before one (1) business day before the Close of Escrow, Owners must deposit with the Escrow Holder:

- (a) A Grant Deed substantially in the form of Exhibit C attached hereto and incorporated herein by reference to the Property, properly executed by Owners (hereinafter referred to as the "Grant Deed"); and
- (b) All other sums and documents reasonably required of Owners by the Escrow Holder to carry out the Close of Escrow.

**Section 4.7 Conditions to the Close of Escrow.** Owners' obligation to convey the Property and the District's obligation to purchase the Property are subject to the satisfaction (or written waiver by the party to whose benefit the condition runs) of the following conditions precedent:

- (a) Owners and the District have deposited with the Escrow Holder all sums and documents required to be deposited under Sections 4.5 and 4.6, respectively; and
- (b) Neither party is in default under this Agreement and the representations and warranties of Owners and the District under Articles II and III, respectively, are true and correct (Escrow



Holder will not be concerned with these conditions unless the Escrow Holder receives written notice from Owners or the District, respectively, that it believes a representation or warranty of the other party is untrue and incorrect); and

(c) Escrow Holder is prepared to issue the policy of title insurance described in Section 4.8; and

(d) In the event that any condition to the Close of Escrow referred to in this Section is neither satisfied within the time limit specified nor waived in writing by the party for whose benefit the condition has been created, such condition must be deemed to have failed and this Agreement will terminate. Conditions (a), (b), (c), and (d) must be deemed to benefit both the District and Owners.

**Section 4.8 Title Policy.** Escrow Holder must deliver to the District through escrow a standard coverage owner's policy of title insurance insuring the District, as a fee owner of the Property, subject only to the usual printed title company exceptions and those exceptions deemed Permitted Exceptions, as defined in Section 1.5, in an amount equal to the Purchase Price, issued by the Title Issuer and dated as of the date of the Close of Escrow.

**Section 4.9 Property Taxes and Special Assessments.** Owners must pay all property taxes and assessments in connection with the Property to the Close of Escrow. Thereafter, the Property will be tax-exempt. Any claims for a refund of pre-paid taxes will be the sole responsibility and sole property of Owners, and the District will cooperate with Owners in processing any claim by Owners for a property tax refund after the Close of Escrow. If, for any reason, the Property is not considered exempt from general real property taxes following the Close of Escrow, the District will be responsible for all such general real property taxes, if any, that become due or payable following the Close of Escrow.

**Section 4.10 Payment of Costs.** The costs of Escrow shall be paid as follows:

(a) Sellers shall pay costs associated with the obtaining of the title insurance policy acquired pursuant to Section 4.8; and

(b) Buyer and Sellers shall each pay One Half (1/2) of the Escrow Holder's escrow fee; and

(c) Sellers shall pay the Documentary transfer taxes, if any, in connection with the recordation of the Grant Deed; and

(d) Sellers shall pay the usual recording fees including the cost of recording the Grant Deed.

**Section 4.11 Brokerage Fees.** The identity of the listing broker representing the Owners (Sellers) is Allied Commercial Real Estate (California Real Estate Corporation Broker's License No. 01519318), William Stoddard Faulkner, Salesperson (California Real Estate License No. 02068702). **No brokerage fee is payable to the listing broker as he is also the owner.** The identity of the Cooperating Broker representing the District (Buyer) is Oxbridge Development, Inc. (California Corporation Real Estate Broker's License No. 01176566), Jerome John Suich II, President, Broker (California Real Estate License No. 00625093), 2513 Broadway, San Francisco, CA 94115, whose brokerage fee of Two Percent (2.0%) of the Purchase Price is to be paid by Owners (Sellers) out of Owners' sales proceeds at Close of Escrow.

**Section 4.12 Default.** Time is of the essence in this Agreement, and, if the District or Owners (the "Defaulting Party") fail to deposit any of the amounts due pursuant to this Agreement, or to perform any other act when due before the Close of Escrow, then the other party (the "Non-Defaulting Party") may initiate termination of this Agreement by notice in writing to the Defaulting Party and the Escrow Holder. If the Defaulting Party has not fully cured the default within ten (10) days after the Defaulting Party's receipt

of notice, Escrow Holder may be instructed by the Non-Defaulting Party to cancel the Escrow, and the Non-Defaulting Party must thereupon be released from its obligations under this Agreement.

**Section 4.13 Escrow Cancellation Charges.** In the event that Escrow fails to close by reason of the default of either party, the defaulting party will be liable for all escrow cancellation charges. In the event that the Escrow fails to close for any other reason, Owners and District shall equally be liable for any escrow cancellation charges.

**Section 4.14 Owners and Buyer Remedies.** BUYER AND SELLERS AGREE THAT IN THE EVENT BUYER FAILS OR REFUSES TO CLOSE AFTER THE EXPIRATION OF THE DUE DILIGENCE PERIOD, ACTUAL DAMAGES TO SELLERS WOULD BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN, AND THEREFORE, AGREE THAT AS SELLERS' SOLE AND EXCLUSIVE REMEDY, SELLERS SHALL BE ENTITLED TO THE AMOUNT OF THE DOWN PAYMENT DEPOSIT (INCLUDING ANY EXTENDED DUE DILIGENCE DEPOSITS MADE BY BUYER), WHICH SHALL CONSTITUTE LIQUIDATED DAMAGES TO SELLERS UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE AND SELLERS WAIVE ANY RIGHT TO SEEK SPECIFIC PERFORMANCE TO REQUIRE BUYER TO CLOSE. IN THE EVENT OF BREACH BY SELLERS, BUYER MAY ELECT EITHER (I) TO TERMINATE THIS AGREEMENT, IN WHICH EVENT BUYER WILL RECEIVE RETURN OF THE DOWN PAYMENT DEPOSIT, OR BUYER SHALL BE ENTITLED TO SEEK SPECIFIC PERFORMANCE OF THIS AGREEMENT, PROVIDED THAT ANY ACTION FOR SPECIFIC PERFORMANCE MUST BE FILED WITHIN NINETY (90) DAYS AFTER THE DATE OF SELLERS' ALLEGED BREACH, OR BUYER WILL BE DEEMED TO HAVE ELECTED TO TERMINATE PURSUANT TO (I) ABOVE. AS INDICATED BY INITIALS BELOW, BUYER AND SELLERS EXPRESSLY AGREE TO THE ACCURACY OF THE TERMS STATED IN THIS SECTION 4.14.

## ARTICLE V MISCELLANEOUS PROVISIONS

**Section 5.1 Incorporation of Recitals and Exhibits.** All recitals set forth herein, and all exhibits attached hereto or referred to herein, are incorporated into and are effective parts of this Agreement.

**Section 5.2 Execution of Other Documents; Compliance with Regulations.** The Parties hereto will do all other things and will execute all documents that are reasonably necessary for the Close of Escrow to occur. Furthermore, the parties will comply at their own expense with all applicable laws and governmental regulations required for the Close of Escrow to occur, including, but not limited to, any required filings with governmental authorities.

**Section 5.3 Affidavit of Non-Foreign Status.** Owners must execute and deliver to Escrow Holder before the Close of Escrow an Affidavit of Non-Foreign Status, in form reasonably acceptable to Escrow, to provide Escrow with satisfactory evidence that Owners are not a foreign entity. Escrow Holder will provide the required affidavit to Owners.

**Section 5.4 Notices.** All notices, requests, demands, and other communications given or required to be given under this Agreement must be in writing, duly addressed to the parties as follows:

If to the District:

Mr. Jose F. Torres,  
Executive Vice Chancellor  
San Bernardino Community College District  
560 E. Hospitality Lane, Suite 200  
San Bernardino, CA 92408



(909) 388-6909  
[kgoodric@sbccd.edu](mailto:kgoodric@sbccd.edu)

Courtesy copy to:  
Jerry Suich, President, Broker  
Oxbridge Development, Inc.  
2513 Broadway  
San Francisco, CA 94115  
(415) 608-1920  
[jsuich@gmail.com](mailto:jsuich@gmail.com)

If to Owners:

Mr. and Mrs. William Faulkner  
7445 Crown Heights Lane  
Oak Hills, CA 92344  
telephone no.: 909-578-8233  
email address: [bill@alliedcre.com](mailto:bill@alliedcre.com)

If to Escrow Holder, send to the attention of the designated Escrow Holder representative at the address specified in Section 4.1 of this Agreement.

Any such notice sent by registered or certified mail, return receipt requested, must be deemed to have been duly given and received at 5:00 p.m. two (2) business days after it's so addressed and mailed with postage prepaid. Notice sent by any other manner, including email, will be effective only upon actual receipt thereof. Any party may change its contact information for purposes of this Agreement by giving notice to the other party and to Escrow Holder as provided in this Section.

**Section 5.5 Assignment.** This Agreement is binding upon the parties hereto and their respective heirs, successors, or representatives or assigns.

**Section 5.6 Waiver.** The waiver of any breach of any provision of this Agreement by the District or Owners shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

**Section 5.7 Relationship of Parties.** The relationship of the parties to this Agreement will be solely that of Buyer and Sellers, and nothing herein should be construed otherwise.

**Section 5.8 Governing Law and Venue for Resolving Disputes.** To the maximum extent permitted by law, this Agreement shall be construed in accordance with California Law, and any arbitration, mediation, litigation, or other proceeding arising out of, or in connection with, this Agreement must be conducted in the County of San Bernardino.

**Section 5.9 Headings and References.** The headings of this Agreement are for reference purposes only, and should not be interpreted to limit or define the meaning of the provisions of this Agreement. All uses of the words "Article(s)" and "Section(s)" in this Agreement are references to articles of sections of this Agreement, unless otherwise specified.

**Section 5.10 Amendment of Agreement.** This Agreement may be amended only by a written instrument executed by the Parties.

**Section 5.11 Time Limits.** Any time limit or time period specified in this Agreement may be extended by written agreement of the Parties. All references in this Agreement to the performance of an act or occurrence of an event within a specific time period or by a specific time limit, if applicable because

of an extension under this Section, should be interpreted to allow until the end of the extended period for the performance of such act or the occurrence of such event.

**Section 5.12 Severability.** If any Article, Section, paragraph, sentence, clause, or phrase contained in this Agreement should become illegal, null or void, or against public policy, for any reason, or is held by a court of competent jurisdiction to be illegal, null and void, or against public policy, the remaining Articles, Sections, paragraphs, sentences, clauses, and phrases contained in this Agreement shall not be affected thereby.

**Section 5.13 Survival of Terms.** All warranties, representations, terms, agreements, covenants, and conditions contained herein, which by their nature are intended to survive the Close of Escrow, shall survive, as applicable, the Close of Escrow.

**Section 5.14 Force Majeure.** A Party will not be liable for any delay or breach in performance of its obligations under this Agreement that is reasonably caused by: (a) any fire, earthquake, flood, hurricane, or other "Act of God"; (b) any unforeseen or unreasonable act, delay, or failure to act of a governmental authority, other than the District; (c) any war (declared or undeclared), riot, revolution, terrorist attack, explosion, sabotage, or epidemic; (d) any strike, lockout, or other labor disturbance not caused or instigated by such Party; (e) any litigation or other legal action by a third party relating to the Property ~~or the District's intended construction of the High School on the Property~~. In the event of any such delay or breach, the Parties must cooperate in resolving any delay.

**Section 5.15 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which will constitute one and the same instrument. Facsimile and digital signatures shall bear as originals.

IN WITNESS THEREOF, this Agreement has been executed by the parties as of the date first written above, which for all purposes shall be considered to be the date of this Agreement.

-SIGNATURES ON FILE-



***EXHIBIT A***  
***[STANDARD ESCROW INSTRUCTIONS]***

## EXHIBIT B

### ACKNOWLEDGMENT OF ESCROW OFFICER

The undersigned Escrow Holder is in receipt of that certain Purchase Agreement and Escrow Instructions between William Stoddard Faulkner, Jr. and Dana Anne Faulkner, Trustees of The Faulkner Triangle Trust ("Owners"), and the San Bernardino Community College District ("District"), a California Public Agency, dated \_\_\_\_\_, 2023 ("Agreement"), and, in accordance therewith state that \_\_\_\_\_, 2023, is the "Effective Date" of such Agreement and the date of the opening of Escrow. The undersigned Escrow Holder agrees to act as Escrow Holder pursuant to the terms of the Agreement.

By:

\_\_\_\_\_  
Jodi Castenada, Escrow Officer  
Escrow Mart, Inc.

B-1

Site Purchase Agreement for Property of Richard M. Owner

**EXHIBIT 1 to EXHIBIT C GRANT DEED**

**LEGAL DESCRIPTION**

C-1

Site Purchase Agreement for 2859 14th Street

**EXHIBIT C**  
**FORM OF GRANT DEED**

Recording Requested By and  
When Recorded Mail to:  
San Bernardino Community College District  
Attention: Jose F. Torres, Executive Vice Chancellor  
560 E. Hospitality Lane, Suite 200  
San Bernardino, CA 92501

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(Space above for Recorder's use only.)  
(Exempt from recording fee pursuant to Gov. Code § 6103.)  
(Exempt from documentary transfer tax pursuant to Tax. Code § 11922.)

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**GRANT DEED**

County of San Bernardino  
Assessor's Parcel Numbers: 0141-186-12, 0141-186-05, 0141-186-06, and 0141-186-07.

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, William Stoddard Faulkner, Jr. and Dana Anne Faulkner, Trustees of The Faulkner Triangle Trust ("Grantor"), hereby grant to the San Bernardino Community College District ("Grantee"), a California Public Agency, that certain real property located in the County of San Bernardino, State of California, as is described in Exhibit 1 attached hereto and made a part hereof (the "Property").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by duly authorized signatories.

Dated: \_\_\_\_\_, 2023

THE FAULKNER TRIANGLE TRUST

By: \_\_\_\_\_  
William Stoddard Faulkner, Jr., Trustee

By: \_\_\_\_\_  
Dana Anne Faulkner, Trustee

**PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE**  
**(Government Code Section 27281)**

This is to certify that the interest in real property conveyed by deed or grant dated \_\_\_\_\_, 2023, from William Stoddard Faulkner, Jr. and Dana Anne Faulkner, Trustees of The Faulkner Triangle Trust to the San Bernardino Community College District, a California Public Agency, is hereby accepted by the undersigned officer on behalf of the Board of Trustees pursuant to authority conferred by Resolution \_\_\_\_\_ of the Board, adopted on \_\_\_\_\_, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

**SAN BERNARDINO COMMUNITY COLLEGE  
DISTRICT**

\_\_\_\_\_  
by Jose Torres, Executive Vice Chancellor

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Stacey Nikac, Administrative Officer

**DATE:** April 13, 2023

**SUBJECT:** Adoption of Resolution #2023-04-13-BOT01 Declaring April as California Community College Engagement and Persistence Month

### **RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution #2023-04-13-BOT01 Declaring April as California Community College Engagement and Persistence Month.

### **OVERVIEW**

This resolution affirms that the San Bernardino Community College District joins the California Community Colleges Board of Governors and Chancellor's Office in declaring April 2023 as California Community Colleges Engagement and Persistence Month. While April is traditionally recognized as Community College Month across the nation, this resolution expands the focus to increase student engagement activities that are showing to have a positive impact responding to student needs.

### **ANALYSIS**

The resolution demonstrates SBCCD's commitment to remove barriers presented by basic needs by partnering with city and county officials and engaging the community and feeder schools to provide college-based public events and increasing student re-engagement efforts and activities throughout the year.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

There are no financial implications associated with this board item.



San Bernardino Community College District  
Resolution #2023-04-13-BOT01 of the Board of Trustees

**DECLARING APRIL AS CALIFORNIA COMMUNITY COLLEGES  
ENGAGEMENT AND PERSISTENCE MONTH**

WHEREAS, the San Bernardino Community College District has long been a major economic engine that plays a critical role in driving the regional economy and is an essential resource to the local community; and

WHEREAS, the San Bernardino Community College District prepares students to be competitive in today's demanding workforce, providing the skills and knowledge needed to obtain a productive, higher-wage future, and supplies our region's fastest-growing industries with the skilled labor upon which their success depends; and

WHEREAS, the San Bernardino Community College District brings higher education within the reach of everyone because of its open admissions policy, low enrollment fees, financial assistance for low-income students, academic and career guidance, expert instruction by dedicated faculty, and specialized support services for students who need extra help with the transition to college or to the mastery of college-level coursework; and

WHEREAS, the average community college graduate with an associate degree will see an increase in earnings of \$11,100 annually when compared to a person with a high school diploma or equivalent. And those with a bachelor's degree earn 84 percent more in their lifetime those with only a high school diploma.

WHEREAS, the unemployment rate among Californians with an associate degree is 12% less than the unemployment rate of those with just a high school diploma; and

WHEREAS, April has been declared Community Colleges Month by the California Community Colleges Board of Governors; and

WHEREAS, a California Community Colleges statewide enrollment survey noted that nearly half of students respondents indicated that they would like to be contacted by their college with information and resources to support their enrollment and persistence; and

WHEREAS, among the goals of Community College Month is getting the word out about the value of community colleges, how colleges are serving our community's needs, and why public support for our colleges is more important than ever; therefore, be it

RESOLVED that the Board of Trustees at the San Bernardino Community College District encourages its campus communities to increase student re-engagement efforts and activities throughout the year, and especially during California Community Colleges Month; and be it further



RESOLVED that the Board of Trustees at the San Bernardino Community College District urges its campuses to partner with city and county officials to hold college-based public events, with a focus on engaging the community and feeder schools and connecting students to programs and services that address barriers presented by basic needs.

PASSED AND ADOPTED by the Board of Trustees on April 13, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

STATE OF CALIFORNIA)  
COUNTY OF SAN BERNARDINO)

I, Diana Z. Rodriguez, 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 13 day of April 2023.

\_\_\_\_\_ Secretary of the Board of Trustees

**SAN BERNARDINO COMMUNITY COLLEGE**  
**DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Dr. Kevin Horan, President, CHC

**PREPARED BY:** Dr. Keith Wurtz, Vice President, Instruction, CHC

**DATE:** April 13, 2023

**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 2023-2024 College Catalog.

**INSTITUTIONAL VALUES**

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

**FINANCIAL IMPLICATIONS**

None

<b>MODIFY COURSES</b>
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COURSE ID	COURSE TITLE
ART 113	Survey of Asian Art
RATIONALE:	Six-Year Revision
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	Fall 2024
STUDENT LEARNING OUTCOME:	No Change

COURSE ID	COURSE TITLE
RESP 130	Fundamentals of Respiratory Care I
COREQUISITE:	None
PREREQUISITE:	RESP 051
LECTURE UNITS:	3.5
CONTACT HOURS:	56-63
RATIONALE:	Reviewed course to align with Respiratory Care Bachelor of Science Degree
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	Fall 2024
STUDENT LEARNING OUTCOME:	No Change

COURSE ID	COURSE TITLE
RESP 131	Fundamentals of Respiratory Care Skills I
COREQUISITE:	None
PREREQUISITE:	RESP 051
LECTURE UNITS:	6.5
LAB UNITS:	2.0
CONTACT HOURS:	200-225
RATIONALE:	Reviewed course to align with Respiratory Care Bachelor of Science Degree
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	Fall 2024
STUDENT LEARNING OUTCOME:	No Change

COURSE ID	COURSE TITLE
RESP 132	Pulmonary Assessment

COREQUISITE:	None
PREREQUISITE:	RESP 051
LECTURE UNITS:	3.5
CONTACT HOURS:	56-63
RATIONALE:	Reviewed course to align with Respiratory Care Bachelor of Science Degree
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	Fall 2024
STUDENT LEARNING OUTCOME:	No Change

<b>COURSE ID</b>	<b>COURSE TITLE</b>
RESP 133	Clinical Application I
COREQUISITE:	None
PREREQUISITE:	Acceptance into Respiratory Care Program
LAB/FIELD UNITS:	1.0
CONTACT HOURS:	48-54
RATIONALE:	Reviewed course to align with Respiratory Care Bachelor of Science Degree
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	Fall 2024
STUDENT LEARNING OUTCOME:	No Change

<b>COURSE ID</b>	<b>COURSE TITLE</b>
RESP 134	Introduction to Pharmacology and Drug Therapy
COREQUISITE:	None
PREREQUISITE:	RESP 130, 131, 132 and 133
LECTURE UNITS:	3.5
CONTACT HOURS:	56-63
RATIONALE:	Reviewed course to align with Respiratory Care Bachelor of Science Degree
EQUATE:	Not currently equated with SBVC
EFFECTIVE	Fall 2024
STUDENT LEARNING OUTCOME:	No Change

<b>COURSE ID</b>	<b>COURSE TITLE</b>
RESP 135	Fundamentals of Respiratory Care II
COREQUISITE:	None

*PREREQUISITE:	RESP 130, 131, 132 and 133
LECTURE UNITS:	3.5
CONTACT HOURS:	56-63
RATIONALE:	Reviewed course to align with Respiratory Care Bachelor of Science Degree
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	FALL 2024
STUDENT LEARNING OUTCOME:	No Change

COURSE ID	COURSE TITLE
RESP 136	Fundamentals of Respiratory Care Skills II
COREQUISITE:	None
*PREREQUISITE:	RESP 130, 131, 132, and 133
LECTURE UNITS:	4.0
LAB UNITS:	1.0
CONTACT HOURS:	112-126
RATIONALE:	Reviewed course to align with Respiratory Care Bachelor of Science Degree
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	Fall 2024
STUDENT LEARNING OUTCOME:	No Change

COURSE ID	COURSE TITLE
RESP 137	Respiratory Care Clinical Application II
COREQUISITE:	None
PREREQUISITE:	RESP 130, 131, 132, and 133
LAB/FIELD UNITS:	6
CONTACT HOURS:	288-324
RATIONALE:	Reviewed course to align with Respiratory Care Bachelor of Science Degree
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	Fall 2024
STUDENT LEARNING OUTCOME:	No Change

COURSE ID	COURSE TITLE
RESP 139	Perinatal and Pediatric Respiratory Care
COREQUISITE:	None
PREREQUISITE:	RESP 130, 131, 132, and 133

LECTURE UNITS:	3.5
CONTACT HOURS:	56-63
RATIONALE:	Reviewed course to align with Respiratory Care Bachelor of Science Degree
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	FALL 2024
STUDENT LEARNING OUTCOME:	No Change

COURSE ID	COURSE TITLE
RESP 209B	Clinical Refresher: Advanced Clinical Application II
*PREREQUISITE:	RESP 236
RATIONALE:	Reviewed course to align with Respiratory Care Bachelor of Science Degree
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	Fall 2024
STUDENT LEARNING OUTCOME:	Revised

COURSE ID	COURSE TITLE
RESP 230	Advanced Theory of Respiratory Care I
COREQUISITE:	None
PREREQUISITE:	RESP 134, 135, 136, 137, and 139 and Acceptance into the Respiratory Care Program
LECTURE UNITS:	2.0
CONTACT HOURS:	32-36
RATIONALE:	Reviewed course to align with Respiratory Care Bachelor of Science Degree
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	Fall 2024
STUDENT LEARNING OUTCOME:	No Change

COURSE ID	COURSE TITLE
RESP 231	Advanced Respiratory Care Skills Laboratory
*PREREQUISITE:	Acceptance into Respiratory Care Program
*COREQUISITE:	RESP 230, 232, and 233
LECTURE UNITS:	2.0
LAB UNITS:	.5
CONTACT HOURS:	56-63

RATIONALE:	Reviewed course to align with Respiratory Care Bachelor of Science Degree
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	Fall 2024
STUDENT LEARNING OUTCOME:	Revised

COURSE ID	COURSE TITLE
RESP 232	Physiologic Basis of Respiratory Disease I
*PREREQUISITE:	Acceptance into Respiratory Care Program
*COREQUISITE:	RESP 230, 231, and 233
LECTURE UNITS:	2.0
CONTACT HOURS:	32-36
RATIONALE:	Reviewed course to align with Respiratory Care Bachelor of Science Degree
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	Fall 2024
STUDENT LEARNING OUTCOMES:	New

#### NEW COURSES

COURSE ID	COURSE TITLE
HEALTH 110	Exercise and Nutrition for Healthy Aging
DEPARTMENT:	Kinesiology and Health
DISCIPLINE:	Health
EFFECTIVE:	Fall 2024
LECTURE UNITS:	3.0
CONTACT HOURS:	48-54
CATALOG DESCRIPTION:	Focuses on the latest information and best practices in exercise and nutrition for healthy aging, disease prevention and reversal.
SCHEDULE DESCRIPTION:	Focuses on the latest information and best practices in exercise and nutrition for healthy aging, disease prevention and reversal.
STUDENT LEARNING OUTCOME:	New
RATIONALE:	This course is a part of our new Certificate Program in Healthy Aging/Gerontology.
EQUATE:	Not currently equated with SBVC

<b>COURSE ID</b>	<b>COURSE TITLE</b>
RESP 301	Medical Ethics and Patient Advocacy
DEPARTMENT:	Allied Health Services
DISCIPLINE:	RESP
EFFECTIVE:	Spring 2024
PREREQUISITES:	Associate degree from an accredited respiratory therapy program and acceptance into the BSRC program
REQUISITE SKILLS:	Have knowledge of airway management, mechanical ventilation, pathophysiology, and patient assessment
LECTURE UNITS:	3.0
CONTACT HOURS:	48-54
CATALOG DESCRIPTION:	Application of moral theory to a variety of problems in medicine and health care delivery, such as: uses of medical technology, allocation of resources, responsibilities and obligations of health care providers, medically assisted dying, genetic screening, abortion and reproductive rights, and experiments on human and animal subjects.
SCHEDULE DESCRIPTION:	Application of moral theory to a variety of problems in medicine and health care delivery
STUDENT LEARNING OUTCOME:	New
RATIONALE:	The Crafton Hills College Respiratory Care Program must comply with the standards of Committee on Accreditation for Respiratory Care as well as standards specified by the Respiratory Care Board of California for accreditation in order to be accredited. This course is one in a series of courses leading to a Bachelor Degree in Respiratory Care and will help advance the student employment as a Respiratory Therapist.
EQUATE:	Not currently equated with SBVC

<b>COURSE ID</b>	<b>COURSE TITLE</b>
<b>RESP 303</b>	<b>PRINCIPLES OF HEALTH EDUCATION</b>
DEPARTMENT:	Allied Health Services
DISCIPLINE:	RESP
EFFECTIVE:	Spring 2024
PREREQUISITES:	Acceptance to the BSRC program and associate degree from an accredited respiratory care program.
REQUISITE SKILLS:	Have knowledge of airway management, mechanical ventilation, pathophysiology, and patient assessment
LECTURE UNITS:	3.0
CONTACT HOURS:	48-54
CATALOG DESCRIPTION:	Provides an analytical framework to teach adult learning theory and prepare the student to teach effectively in healthcare and classroom settings. Topics include learning styles, curriculum development, effective teaching techniques, and assessment of learning.
SCHEDULE DESCRIPTION:	Provides an analytical framework to teach adult learning theory and prepare the student to teach effectively in healthcare and classroom settings.



STUDENT LEARNING OUTCOME:	New
RATIONALE:	The Crafton Hills College Respiratory Care Program must comply with the standards of Committee on Accreditation for Respiratory Care as well as standards specified by the Respiratory Care Board of California for accreditation in order to be accredited. This course is one in a series of courses leading to a Bachelor Degree in Respiratory Care and will help advance the student employment as a Respiratory Therapist.
EQUATE:	Not currently equated with SBVC

COURSE ID	COURSE TITLE
THART 150A	Summer Theatre Workshop
DISCIPLINE:	Theatre Arts
DEPARTMENT:	Fine Arts
EFFECTIVE:	Summer 2024
PREREQUISITES:	None
REQUISITE SKILLS:	None
UNITS:	3.0 (Lab Field)
CONTACT HOURS:	144-162
CATALOG DESCRIPTION:	Introductory opportunity for student actors, theatre technicians or theatre management personnel to further develop and refine their skills in a functioning professional theatre setting in the context of pre-production, rehearsal, and public performance under the supervision of a professional staff.
SCHEDULE DESCRIPTION:	Introductory opportunity for student actors, theatre technicians or theatre management personnel to further develop and refine their skills in a functioning professional theatre setting in the context of pre-production, rehearsal, and public performance under the supervision of a professional staff.
STUDENT LEARNING OUTCOME:	New
RATIONALE:	This course is linked to the partnership with Redlands Theatre Festival and as such we are looking to grow student and community participation in the partnership. We are hoping to get local high school students involved, which necessitates a longer period of involvement in Summer Theatre.
EQUATE:	Not currently equated with SBVC

COURSE ID	COURSE TITLE
THART 150B	Summer Theatre Workshop

DISCIPLINE:	Theatre Arts
DEPARTMENT:	Fine Arts
EFFECTIVE:	Summer 2024
PREREQUISITES:	None
REQUISITE SKILLS:	None
UNITS:	3.0 (Lab Field)
CONTACT HOURS:	144-162
CATALOG DESCRIPTION:	Intermediate opportunity for student actors, theatre technicians or theatre management personnel to further develop and refine their skills in a functioning professional theatre setting in the context of pre-production, rehearsal and public performance under the supervision of a professional staff.
SCHEDULE DESCRIPTION:	Intermediate opportunity for student actors, theatre technicians or theatre management personnel to further develop and refine their skills in a functioning professional theatre setting in the context of pre-production, rehearsal and public performance under the supervision of a professional staff.
STUDENT LEARNING OUTCOME:	New
RATIONALE:	This course is linked to the partnership with Redlands Theatre Festival and as such we are looking to grow student and community participation in the partnership. We are hoping to get local high school students involved, which necessitates a longer period of involvement in Summer Theatre.
EQUATE:	Not currently equated with SBVC

COURSE ID	COURSE TITLE
THART 150C	Summer Theatre Workshop
DISCIPLINE:	Theatre Arts
DEPARTMENT:	Fine Arts
EFFECTIVE:	Summer 2024
PREREQUISITES:	None
REQUISITE SKILLS:	None
UNITS:	3.0 (Lab Field)
CONTACT HOURS:	144-162
CATALOG DESCRIPTION:	Continuing opportunity for student actors, theatre technicians or theatre management personnel to further develop and refine their skills in a functioning professional theatre setting in the context of pre-production, rehearsal and public performance under the supervision of a professional staff.
SCHEDULE DESCRIPTION:	Continuing opportunity for student actors, theatre technicians or theatre management personnel to further develop and refine their skills in a functioning professional theatre setting in the context of pre-production, rehearsal and public performance under the supervision of a professional staff.

STUDENT LEARNING OUTCOME:	New
RATIONALE:	This course is linked to the partnership with Redlands Theatre Festival and as such we are looking to grow student and community participation in the partnership. We are hoping to get local high school students involved, which necessitates a longer period of involvement in Summer Theatre.
EQUATE:	Not currently equated with SBVC

COURSE ID	COURSE TITLE
THART 150D	Summer Theatre Workshop
DISCIPLINE:	Theatre Arts
DEPARTMENT:	Fine Arts
EFFECTIVE:	Summer 2024
PREREQUISITES:	None
REQUISITE SKILLS:	None
UNITS:	3.0 (Lab Field)
CONTACT HOURS:	144-162
CATALOG DESCRIPTION:	Highly advanced opportunity for student actors, theatre technicians or theatre management personnel to further develop and refine their skills in a functioning professional theatre setting in the context of pre-production, rehearsal and public performance under the supervision of a professional staff.
SCHEDULE DESCRIPTION:	Highly advanced opportunity for student actors, theatre technicians or theatre management personnel to further develop and refine their skills in a functioning professional theatre setting in the context of pre-production, rehearsal and public performance under the supervision of a professional staff.
STUDENT LEARNING OUTCOME:	New
RATIONALE:	This course is linked to the partnership with Redlands Theatre Festival and as such we are looking to grow student and community participation in the partnership. We are hoping to get local high school students involved, which necessitates a longer period of involvement in Summer Theatre.
EQUATE:	Not currently equated with SBVC

<b>DISTANT EDUCATION</b>
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<b>COURSE ID:</b>	ENGL 127	PARTIALLY ONLINE
COURSE TITLE:	Introductory Literary Magazine Production: The Sand Canyon Review	
RATIONALE:	DE addition	
*DEPARTMENTAL RECOMMENDATION:	ENGL 101	
EFFECTIVE:	Fall 2024	
EQUATE:	Not currently equated with SBVC	

<b>COURSE ID:</b>	ENGL 128	PARTIALLY ONLINE
COURSE TITLE:	Intermediate Introductory Literary Magazine Production: The San Canyon Review	
RATIONALE:	DE Addition	
DEPARTMENTAL RECOMMENDATION:	ENGL 127	
EFFECTIVE:	Fall 2024	
EQUATE:	Not currently equated with SBVC	

<b>COURSE ID:</b>	RESP 301	FULLY ONLINE
COURSE TITLE:	Medical Ethics and Patient Advocacy	
RATIONALE:	DE Addition	
EFFECTIVE:	Spring 2024	
EQUATE:	Not currently equated with SBVC	

<b>COURSE ID:</b>	RESP 302	FULLY ONLINE
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<b>COURSE TITLE:</b>	Multicultural Human Relations in Health Care
<b>RATIONALE:</b>	DE Addition
<b>EFFECTIVE:</b>	Spring 2024
<b>EQUATE:</b>	Not currently equated with SBVC

<b>COURSE ID:</b>	RESP 303	FULLY ONLINE
<b>COURSE TITLE:</b>	Principles of Health Education	
<b>RATIONALE:</b>	DE Addition	
<b>EFFECTIVE:</b>	Spring 2024	
<b>EQUATE:</b>	Not currently equated with SBVC	

<b>COURSE ID:</b>	RESP 401	FULLY ONLINE
<b>COURSE TITLE:</b>	Quality improvement in Health Care	
<b>RATIONALE:</b>	DE Addition	
<b>EFFECTIVE:</b>	Spring 2024	
<b>EQUATE:</b>	Not currently equated with SBVC	

<b>COURSE ID:</b>	RESP 402	FULLY ONLINE
<b>COURSE TITLE:</b>	Advanced Cardiopulmonary Respiratory Care	
<b>RATIONALE:</b>	DE Addition	
<b>EFFECTIVE:</b>	Spring 2024	
<b>EQUATE:</b>	Not currently equated with SBVC	

<b>COURSE ID:</b>	RESP 403	FULLY ONLINE
<b>COURSE TITLE:</b>	Sleep Medicine and Respiratory Care	
<b>RATIONALE:</b>	DE Addition	
<b>EFFECTIVE:</b>	Spring 2024	
<b>EQUATE:</b>	Not currently equated with SBVC	

<b>COURSE ID:</b>	RESP 404	FULLY ONLINE
<b>COURSE TITLE:</b>	Advanced Respiratory Case Management	
<b>RATIONALE:</b>	DE Addition	
<b>EFFECTIVE:</b>	Spring 2024	
<b>EQUATE:</b>	Not currently equated with SBVC	

<b>COURSE ID:</b>	RESP 405	FULLY ONLINE
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<b>COURSE TITLE:</b>	Pulmonary Specialties I
<b>RATIONALE:</b>	DE Addition
<b>EFFECTIVE:</b>	Spring 2024
<b>EQUATE:</b>	Not currently equated with SBVC

<b>COURSE ID:</b>	RESP 406	FULLY ONLINE
<b>COURSE TITLE:</b>	Pulmonary Specialties II	
<b>RATIONALE:</b>	DE Addition	
<b>EFFECTIVE:</b>	Spring 2024	
<b>EQUATE:</b>	Not currently equated with SBVC	

<b>COURSE ID:</b>	RESP 407	FULLY ONLINE
<b>COURSE TITLE:</b>	Health Care Research Design and Methodology	
<b>RATIONALE:</b>	DE Addition	
<b>EFFECTIVE:</b>	Spring 2024	
<b>EQUATE:</b>	Not currently equated with SBVC	

<b>COURSE ID:</b>	RESP 408	FULLY ONLINE
<b>COURSE TITLE:</b>	Advanced Neonatal and Pediatric Respiratory Care	
<b>RATIONALE:</b>	DE Addition	
<b>EFFECTIVE:</b>	Spring 2024	
<b>EQUATE:</b>	Not currently equated with SBVC	

<b>COURSE ID:</b>	RESP 409	FULLY ONLINE
<b>COURSE TITLE:</b>	Leadership and Management in Health Care	
<b>RATIONALE:</b>	DE Addition	
<b>EFFECTIVE:</b>	Spring 2024	
<b>EQUATE:</b>	Not currently equated with SBVC	

<b>COURSE ID:</b>	RESP 410	FULLY ONLINE
<b>COURSE TITLE:</b>	Respiratory Capstone Project	
<b>RATIONALE:</b>	DE Addition	
<b>EFFECTIVE:</b>	Spring 2024	
<b>EQUATE:</b>	Not currently equated with SBVC	

<b>COURSE ID:</b>	SOC 141	FULLY ONLINE
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COURSE TITLE:	Race, Ethnicity, and Diversity
RATIONALE:	DE Addition
EFFECTIVE:	Fall 2024
EQUATE:	Currently equated with SOC 141 at SBVC

<b>COURSE DELETIONS</b>
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<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
MATH 085	Pre-Statistics
RATIONALE:	Course not offered
EFFECTIVE:	Fall 2023
EQUATE:	Not currently equated with SBVC

<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
MATH 943	Arithmetic Topics
RATIONALE:	Course not offered
EFFECTIVE:	Fall 2023
EQUATE:	Not currently equated with SBVC

<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
MATH 952	Prealgebra
RATIONALE:	Course not offered
EQUATE:	Not currently equated with SBVC
EFFECTIVE:	Fall 2023

<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
MATH 952L	Prealgebra Laboratory
RATIONALE:	Course not offered
EFFECTIVE:	Fall 2023
EQUATE:	Not currently equated with SBVC

<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
MATH 953	Review of Selected Prealgebra Topics
RATIONALE:	Course not offered
EFFECTIVE:	Fall 2023
EQUATE:	Not currently equated with SBVC

<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
MATH 962	Arithmetic and Prealgebra
RATIONALE:	Course not offered
EFFECTIVE:	Fall 2023
EQUATE:	Not currently equated with SBVC

<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
MATH 990L	Elementary Algebra Laboratory
RATIONALE:	Course not offered
EFFECTIVE:	Fall 2023
EQUATE:	Not currently equated with SBVC

<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
MATH 995	Intermediate Algebra Support
RATIONALE:	Course not offered
EFFECTIVE:	Fall 2023
EQUATE:	Not currently equated with SBVC

<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
KIN/X 160 Ax3	Intercollegiate Tennis – Women In-Season
RATIONALE:	Course not offered
EFFECTIVE:	Fall 2023
EQUATE:	Not currently equated with SBVC

<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
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KIN/X 160 Bx3	Intercollegiate Tennis – Women Off-Season
RATIONALE:	Course not offered
EFFECTIVE:	Fall 2023
EQUATE:	Not currently equated with SBVC

<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
KIN/X 151 Ax3	Intercollegiate Golf – Men In -Season
RATIONALE:	Course not offered
EFFECTIVE:	Fall 2023
EQUATE:	Not currently equated with SBVC

<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
KIN/X 151 Bx3	Intercollegiate Golf – Men Off-Season Athletics
RATIONALE:	Course not offered
EFFECTIVE:	Fall 2023
EQUATE:	Not currently equated with SBVC

<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
KIN/X 161 Ax3	Intercollegiate Tennis – Men In-Season Athletics
RATIONALE:	Course not offered
EFFECTIVE:	Fall 2023
EQUATE:	Not currently equated with SBVC

<b>COURSE ID:</b>	<b>COURSE TITLE:</b>
KIN/X 161 Bx3	Intercollegiate Tennis – Men Off-Season Athletics
RATIONALE:	Course not offered
EFFECTIVE:	Fall 2023
EQUATE:	Not currently equated with SBVC

<b>COURSE ID</b>	<b>COURSE TITLE</b>
RESP 138	Clinical Medicine I
RATIONALE:	No longer a course requirement
EFFECTIVE	FALL 2024
EQUATE:	Not currently equated with SBVC

<b>PROGRAM MODIFICATIONS</b>
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<b>Associate in Arts in English for Transfer</b>	
RATIONALE:	Articulation requirements: added new cross-listed ethnic studies classes to list C; changed ENGL 155 from list C to list B

<b>REQUIRED CORE COURSES</b>	
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8.0

ENGL 102

Intermediate Composition and Critical Thinking

4.0

OR

ENGL 102H

Intermediate Composition and Critical Thinking-Honors

4.0

ENGL 152

Intermediate Composition and Literature

4.0

OR

ENGL 152H

Intermediate Composition and Literature - Honors

4.0

<b>REQUIRED LIST A COURSES</b> <i>Students must complete at least six units from the following courses:</i>	
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6.0

ENGL 260

Survey of American Literature I

3.0

ENGL 261

Survey of American Literature II

ENGL 270 Survey of British Literature I	3.0
ENGL 271 Survey of British Literature II	3.0
ENGL 280 World Literature to the 17th Century	3.0
ENGL 281 World Literature from the 17th Century to the Present	3.0
<i>REQUIRED LIST B COURSES Students must complete at least three additional units from the following courses: Any LIST A course not already used</i>	
ENGL 232 Creative Writing	3.0
ENGL 155 Children's Literature	3.0
OR ENGL 155H Children's Literature - Honors	3.0
<i>REQUIRED LIST C COURSES Students must complete at least three additional units from the following courses: Any LIST A or LIST B course not already used</i>	
ENGL 165 African-American Literature <b>Same as:</b> ETHS 165	3.0-5.0
ENGL 164 Native American Literature <b>Same as:</b> ETHS 164	3.0
ENGL 162 Asian American Literature <b>Same as:</b> ETHS 162	3.0
ENGL 108 World Drama I <b>Same as:</b> THART 108	3.0
ENGL 109 World Drama II <b>Same as:</b> THART 109	3.0
ENGL 120 Fundamentals of News Writing <b>Same as:</b> JOUR 120	3.0

ENGL 127	3.0
Introductory Literary Magazine Production: The Sand Canyon Review	
ENGL 150	3.0
Classical Mythology	
ENGL 160	3.0
Literature by Women	
ENGL 163	3.0
Chicano/Latino Literature	
<b>Same as:</b> ETHS 163	
ENGL 170	3.0
The Film Experience	
ENGL 175	3.0
Literature and Religion of the Bible	
ENGL 226	3.0
Play and Screenplay Analysis	
THART 226	3.0
Play and Screenplay Analysis	
<b>Same as:</b> ENGL 226	
ENGL 250	3.0
Fiction	
ENGL 275	3.0
Shakespeare	
HUM 101	3.0
The Humanities I: Prehistoric to Medieval	
HUM 102	3.0
The Humanities II: Renaissance to Post Modern	
JAPN 101	5.0
College Japanese I	
JAPN 102	5.0
College Japanese II	
JAPN 103	5.0
College Japanese III	
JAPN 104	5.0
College Japanese IV	
SPAN 101	
College Spanish I	

SPAN 102 College Spanish II	5.0
SPAN 103 College Spanish III	5.0
SPAN 104 College Spanish IV	5.0
COMMST 120 Oral Interpretation of Literature	5.0
OR COMMST 120H Oral Interpretation of Literature - Honors	3.0
BUSAD 145 Business Communication <b>Same as:</b> COMMST 145	3.0
THART 100 Introduction to Theatre	4.0
OR THART 100H Introduction to Theatre-Honors	3.0
	3.0
<b>Total: 20.0-22.0</b>	

<b>PROGRAM MODIFICATIONS (Informational Only)</b>
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<b>Associate of Arts Degree Psychology</b>	
Rationale:	Revised program name, which was originally submitted to March 09, 2023, board. Revised effective date from fall 2023 to fall 2024. Changes in course, PSYCH 201 Research Methods Deleted
Effective:	Fall 2024

MATH 110H Introduction to Probability and Statistics-Honors	4.0
<i>Required Courses</i>	
	21.0
PSYCH 100 General Psychology	3.0
PSYCH 100H General Psychology - Honors	3.0

MATH 110 Introduction to Probability and Statistics	4.0
PSYCH 120 Statistics for the Social and Behavioral Sciences	4.0
PSYCH 111 Developmental Psychology: Lifespan	3.0
BIOL 100 General Biology	4.0
<i>Elective Courses: Select 2 courses from the following:</i>	12.0
PSYCH 102 Personal and Social Adjustment	3.0
PSYCH 103 Theories of Personality	3.0
PSYCH 110 Abnormal Psychology	3.0
PSYCH 118 Human Sexual Behavior	3.0
<b>Total:</b>	<b>37.0</b>

PROGRAM DELETIONS
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Associate of Arts Degree Arabic	
Rationale:	We are no longer offering Arabic classes
Effective:	Fall 2023

<i>REQUIRED COURSES</i>	20.0
ARABIC 101 College Arabic I	5.0
ARABIC 102 College Arabic II	5.0
ARABIC 103 College Arabic III	5.0
ARABIC 104 College Arabic IV	5.0

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](http://www.assist.org).

**Total: 20.0**

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Linda Fontanilla Ed.D., Interim President, SBVC

**PREPARED BY:** Dina Humble, Vice President, Instruction, SBVC

**DATE:** April 13, 2023

**SUBJECT:** 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 2023-2024 and 2024-2025 College Catalogs.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

### **FINANCIAL IMPLICATIONS**

None.





**SAN BERNARDINO VALLEY COLLEGE  
SUBMITTED FOR BOARD OF TRUSTEE APPROVAL  
April 13, 2023**

**NEW COURSE**

*Addition to the 2023-2024 College Catalog*

**Course ID:** **HMDT 640**  
**Course Title:** Commercial Driver's License (CDL) DMV Exam Preparation  
**Units:** 0  
**Lecture:** 48-54 hours  
**Course Description:** This noncredit class trains students on the fundamentals of driving a Class 8 truck. Successful completion of this course prepares students to take the written portion of the Commercial Driver's License Class A or B Department of Motor Vehicles (DMV) exam. Topics include diversity and inclusion in trucking, required training on basic vehicle instruments and controls, basic operation of a vehicle, vehicle inspection, hours of service, handling cargo, fatigue awareness, vehicle maintenance and violations, and trip planning. This course may also be offered for credit as HMDT 040.  
**TOP Code:** 0947.50  
**Equate:** Course not offered at CHC.  
**Rationale:** Noncredit mirrored course of HMDT 040.  
**Effective:** Fall 2023

**NEW COURSE**

*Addition to the 2023-2024 College Catalog*

**Course ID:** **HMDT 641**  
**Course Title:** Commercial Driver's License (CDL) Training Lab  
**Units:** 0  
**Laboratory:** 48-54 hours  
**Corequisite:** HMDT 640  
**Course Description:** This noncredit class prepares students to take the DMV exam. Using a truck simulator, students receive training in truck and trailer backing, parking, docking, and road training needed to drive a Class 8 truck. This course may also be offered for credit as HMDT 041.  
**TOP Code:** 0947.50  
**Equate:** Course not offered at CHC.  
**Rationale:** Noncredit mirrored course of HMDT 041.  
**Effective:** Fall 2023

## COURSE MODIFICATION

### *Changes to the 2023-2024 College Catalog*

COURSE ID	COURSE TITLE
AUTO 085L	AUTO SHOP PRACTICES

<b>Course ID:</b>	<b>AUTO 685L</b>
<b>Units:</b>	0
<b>Course Description:</b>	This noncredit course is designed for students and current technicians to gain knowledge and skills in automotive systems. This course covers the safety procedures, ethics, and diversity in the automotive industry while focusing on inspection, diagnosis, and servicing of the automotive systems. This course provides the student with additional work experience and gives them the opportunity to complete unfinished tasks from other automotive mechanical courses.
<b>Equate:</b>	Course not offered at CHC.
<b>Rationale:</b>	Changing course to noncredit.
<b>Effective:</b>	Fall 2023

## COURSE MODIFICATION

### *Changes to the 2023-2024 College Catalog*

COURSE ID	COURSE TITLE
CRMJUS 070	BASIC DISPATCHER'S COURSE

<b>Course ID:</b>	<b>POLICE 004</b>
<b>Course Description:</b>	This course covers basic training for new dispatchers. Topics include but are not limited to professional orientation and ethics, criminal justice system, interpersonal communication, telephone technology and domestic violence. This course satisfies Peace Officers Standards and Training (POST) requirements for basic training of public safety dispatchers. (Formerly CRMJUS 070)
<b>Equate:</b>	Course not offered at CHC.
<b>Rationale:</b>	Changing course from CRMJUS to POLICE.
<b>Effective:</b>	Fall 2023

## COURSE MODIFICATION

### *Changes to the 2023-2024 College Catalog*

COURSE ID	COURSE TITLE
ENGL 615	PREPARATION AND REMEDIATION FOR ENGLISH 015

<b>Course Title:</b>	Preparation for College Writing
<b>Units:</b>	0
<b>Lecture:</b>	16-18
<b>Course Description:</b>	This is a noncredit writing course designed to prepare students for writing at the college level. The primary focus is on the development of the paragraph and short essay. The course includes a review of grammar, sentence structure, and punctuation.
<b>Equate:</b>	Course not offered at CHC.

**Rationale:** English 615 is being added to provide a noncredit option for students who are interested in taking a pre-college level course to strengthen their skills.

**Effective:** Fall 2023

### COURSE MODIFICATION

*Changes to the 2023-2024 College Catalog*

COURSE ID	COURSE TITLE
HVAC/R 003	COMMERCIAL MECHANICAL REFRIGERATION

**Prerequisite:** HVAC/R 001

**Equate:** Course not offered at CHC.

**Rationale:** Removing HVAC/R 004 prerequisite.

**Effective:** Fall 2023

### COURSE DELETION

AUTO 076	CRMJUS 059	CRMJUS 060	CRMJUS 061
ENGL 061	ENGL 070	ENGL 071	ENGL 075

**Rationale:** Courses are no longer offered.

**Effective:** Fall 2023

### COURSE CORRECTION

COURSE ID	COURSE TITLE
ENGL 161	WOMEN WRITERS

**Course Description:** This course is a survey of poetry and prose written by prominent women writers that explores historical and contemporary issues in women's lives.

**Rationale:** Removing ENGL 061 verbiage from course description.

**Effective:** Fall 2023

### COURSE CORRECTION

COURSE ID	COURSE TITLE
ENGL 175	THE LITERATURE AND RELIGION OF THE BIBLE

**Course Description:** This course covers The English Bible as literature and as religion including an examination of the types of literature found in the Bible, the historical and religious context in which the literature was developed and an extensive reading of the two testaments. This course is also offered as RELIG 175.

**Rationale:** Removing ENGL 075 verbiage from course description.

**Effective:** Fall 2023

## COURSE CORRECTION

COURSE ID	COURSE TITLE
ENGL 270	ENGLISH LITERATURE: MIDDLE AGES TO 18 <sup>TH</sup> CENTURY

**Course Description:** This course surveys English literature to the last quarter of the 18th Century including coverage of all significant literary types in the development of English literature from the Middle Ages to the late 18th century.

**Rationale:** Removing ENGL 070 verbiage from course description.

**Effective:** Fall 2023

## COURSE CORRECTION

COURSE ID	COURSE TITLE
ENGL 271	ENGLISH LITERATURE: 18 <sup>TH</sup> CENTURY TO PRESENT

**Course Description:** This course surveys English literature from the late 18th Century to the present including coverage of all significant literary types.

**Rationale:** Removing ENGL 071 verbiage from course description.

**Effective:** Fall 2023

## DISTANCE EDUCATION

ENGL 615                      HMDT 640

**Rationale:**                      **Distance Education Delivery**  
 One of the planning themes and goals of San Bernardino Valley College (SBVC) is student access. The faculty and curriculum committee have worked to examine course delivery and make curricular adjustments to meet the necessary demand for distance education. The online delivery method of these courses supports the mission of SBVC by providing access to education to a diverse community of learners who find themselves in a community with complicated lives and difficult and demanding schedules and responsibilities.

**Effective:**                      Fall 2023

## CERTIFICATE DELETION

### Modular Basic Peace Officer Certificate

**Rationale:**                      Courses in the certificate are no longer offered.

**Effective:**                      Spring 2023

## CERTIFICATE CORRECTION

### Addiction Studies - Certificate of Achievement

This certificate is designed to provide students with career preparation at the vocational certificate level in the field of substance abuse intervention and counseling for those preparing for careers in substance use disorder counseling or other related human or social services fields.

#### REQUIRED COURSES:

HUMSV 130	Introduction to Addiction Studies: Drugs, Health, and Society	3.0
HUMSV 131	Co-Occur Disorders	3.0
HUMSV 132	Diverse Populations	3.0
HUMSV 133	Pharmacology	3.0
HUMSV 134	Family Dynamics of Addiction	3.0
HUMSV 135	Prevention, Intervention and Recovery	3.0
HUMSV 140	Case Management in Public Service	3.0
HUMSV 179	Law and Ethics	3.0

#### ONE COURSE FROM THE FOLLOWING:

HUMSV 170	Introduction to Social Work and Human Services	3.0
ANTHRO 102	Cultural Anthropology <b>OR</b>	3.0
ANTHRO 102H	Cultural Anthropology – Honors	3.0
PSYCH 100	General Psychology <b>OR</b>	3.0
PSYCH 100H	General Psychology – Honors	3.0
SOC 100	Introduction to Sociology <b>OR</b>	3.0
SOC 100H	Introduction to Sociology – Honors	3.0

**REQUIRED FIELD WORK COURSES:** Prior to field work courses, students must complete at a minimum: HUMSV 130, HUMSV 136, and HUMSV 179.

HUMSV 136	Addiction Studies: Basic Counseling I	3.0
HUMSV 137	Addiction Studies: Group Counseling II	3.0
HUMSV 230	Addiction Studies: Internship Seminar I	1.0
HUMSV 231	Addiction Studies: Internship Seminar II	1.0
HUMSV 232	Addiction Studies: Field Work I	2.0
HUMSV 233	Addiction Studies: Field Work II	2.0

**Total: 39.0**

**Rationale:** Adding ANTHRO 102/102H to program to align with accreditation standards.  
**Previous Board Approval:** 02/09/2023  
**Effective:** Fall 2023

## CERTIFICATE CORRECTION

### Automotive Clean Vehicle Technology - Certificate of Achievement

This certificate is designed to provide students with the fundamentals of alternative fuel and electric vehicle technology as it applies to the automotive industry. The curriculum prepares students for entry-level positions in alternative fuel/hybrid/electric vehicle maintenance, service and repair. Including alternative fuel and electric power technology.

#### REQUIRED COURSES:

AUTO 010	Introduction to Hybrid and Electric Vehicle Technology	4.0
AUTO 011	Electric Vehicle (EV) and Alternative Fuel Vehicle	3.0
AUTO 011L	Electric Vehicle (EV) and Alternative Fuel Vehicle – Laboratory	1.0
AUTO 064	Auto/Truck Electrical Systems <b>OR</b>	4.0
HMDT 064	Auto/Truck Electrical Systems	4.0

AUTO 065 Electrical Systems Diagnosis and Repair

4.0

**Total: 16.0**

**Rationale:** Updating AUTO 010 units from 3 to 4, which increases the total number of units for the certificate.  
**Previous Board Approval:** 02/09/2023  
**Effective:** Fall 2023

### CERTIFICATE CORRECTION

#### **Automotive Engine Performance - Certificate of Achievement**

This certificate is designed to prepare students for entry level work as an engine performance specialist, diagnostic technician, or a state certified Smog check and repair technician. Students will become familiar with computer systems, hybrid and electrical systems, basic engine diagnosis, emissions repair, and the Smog certification test.

#### **REQUIRED COURSES:**

AUTO 062	Engine Performance	3.0
AUTO 062L	Engine Performance – Laboratory	1.0
AUTO 064	Auto/Truck Electrical Systems <b>OR</b>	4.0
HMDT 064	Auto/Truck Electrical Systems	4.0
AUTO 065	Electrical Systems Diagnosis and Repair	4.0
AUTO 090	Engine Repair	3.0
AUTO 090L	Engine Repair – Laboratory	1.0

#### **Complete the following or place into a transfer-level MATH course:**

TECALC 087	Technical Calculations	4.0
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**Total: 16.0-20.0**

**Rationale:** Updating AUTO 090L units from 3 to 1, which decreases the total number of units for the certificate.  
**Previous Board Approval:** 02/09/2023  
**Effective:** Fall 2023

### CERTIFICATE CORRECTION

#### **Building Information and 3D Modeling - Certificate of Achievement**

This certificate is designed to prepare students for entry-level employment in the fields of architecture, civil engineering, structural engineering, mechanical engineering, electrical engineering, urban planning, interior design, landscape design, manufacturing, construction, and related fields. Computer Aided Drafting (CAD), Rhino, Grasshopper, and REVIT are the primary tools used to produce and present documents in these fields. The built environment reflects society, and it impacts how people live. Therefore, this certificate incorporates contributions from historically underrepresented architects, engineers, urban planners, interior designers, and accessibility advocates.

#### **REQUIRED COURSES:**

ARCH 105	Design Theories, Methods, and Visualizations	3.0
ARCH 112	Design Studio I	4.0
ARCH 102	Digital Design Media Level I	3.0
ARCH 103	Architectural Rendering and Visual Communication	3.0
ARCH 202	Digital Design Media Level II	3.0

**Total: 16.0**

<b>Rationale:</b>	Replacing ARCH 104 with ARCH 105 to remove prerequisite barriers for students interested in this certificate program.
<b>Previous Board Approval:</b>	12/09/2022
<b>Effective:</b>	Fall 2023

## CERTIFICATE CORRECTION

### Computer Network Support Specialist - Certificate of Achievement

This course of study prepares students for entry-level employment in the computer networking field. The courses also prepare students to take multiple industry recognized certifications from Cisco Systems, including the CCENT, CCNA, and CCNA Security. Students will also be prepared to take the A+ certification examination from CompTIA and the MTA examination from Microsoft. Most of the courses in this Certificate are part of the Cisco Networking Academy Program.

#### REQUIRED COURSES:

CIT 101	Introduction to Computer Literacy	3.0
CIT 110	Information and Communications Technology Essentials	4.0
CIT 091	Computer Network Fundamentals (Cisco Networking Academy)	3.0
CIT 092	Switching, Routing, and Wireless Essentials CCNA (Cisco Networking Academy)	3.0
CIT 093	Enterprise Networking, Security, and Automation CCNA (Cisco Networking Academy)	3.0
CIT 099	Cisco Certified Network Associate Security	3.0
		<b>Total: 19.0</b>

<b>Rationale:</b>	Removing CIT 094.
<b>Previous Board Approval:</b>	02/10/2022
<b>Effective:</b>	Fall 2023

## CERTIFICATE CORRECTION

### Psychiatric Technology - Certificate of Achievement

Students working for certificates 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 employment as a Psychiatric Technician, providing care and participating in the treatment of mentally and developmentally disabled clients. Learning activities are conducted on the college campus and a variety of community agencies.

The curriculum prepares students to take the California Psychiatric Technician license examination. The Psychiatric Technology program is accredited by the California Board of Vocational Nursing and Psychiatric Technicians.

Students must complete program prerequisites, apply and be accepted into the Psychiatric Technology program. To enroll in the program, students must pass a background check and meet health requirements. The California Board of Vocational Nursing and Psychiatric Technicians may deny a license based on any conviction or action substantially related to Psychiatric Technician practice.

#### GENERAL EDUCATION REQUIREMENTS:

##### *BIOLOGY (4-8 UNITS)*

BIOL 155	Introductory Anatomy and Physiology <b>OR</b>	4.0
BIOL 250	Human Anatomy and Physiology I <b>AND</b>	4.0
BIOL 251	Human Anatomy and Physiology II <b>OR</b>	4.0
BIOL 260	Human Anatomy <b>AND</b>	4.0
BIOL 261	Human Physiology	4.0

##### *ENGLISH (4 UNITS)*

ENGL 101	Freshman Composition <b>OR</b>	4.0
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ENGL 101H	Freshman Composition-Honors	4.0
<b>MATHEMATICS (0-4 UNITS) - Students must complete one of the following or place into a transfer-level MATH course:</b>		
MATH 108	Introduction to Probability and Statistics <b>OR</b>	4.0
ECON 208	Business and Economic Statistics <b>OR</b>	4.0
PSYCH 105	Statistics for the Behavioral Sciences	4.0
<b>PSYCHOLOGY (3 UNITS)</b>		
PSYCH 100	General Psychology <b>OR</b>	3.0
PSYCH 100H	General Psychology – Honors	3.0
<b>REQUIRED COURSES (46 UNITS):</b>		
PSYTCH 084	Introduction to Psychiatric Technology	17.0
PSYTCH 085	Psychiatric Technology: Nursing Science	12.0
PSYTCH 086	Introduction to Psychiatric Technology: Behavioral Science	17.0
		<b>Total: 57.0-65.0</b>

**Rationale:** Updating units.  
**Previous Board Approval:** 12/09/2022  
**Effective:** Fall 2023

## NEW DEGREE

### Automotive Clean Vehicle Technology - A.S. Degree

This degree is designed to provide students with the fundamentals of alternative fuel and electric vehicle technology as it applies to the automotive industry. The curriculum prepares students for entry-level positions in alternative fuel/hybrid/electric vehicle maintenance, service and repair, including alternative fuel and electric power technology.

#### REQUIRED COURSES:

AUTO 010	Introduction to Hybrid and Electric Vehicle Technology	4.0
AUTO 011	Electric Vehicle (EV) and Alternative Fuel Vehicle	3.0
AUTO 011L	Electric Vehicle (EV) and Alternative Fuel Vehicle – Laboratory	1.0
AUTO 064	Auto/Truck Electrical Systems <b>OR</b>	4.0
HMDT 064	Auto/Truck Electrical Systems	4.0
AUTO 065	Electrical Systems Diagnosis and Repair	4.0
AUTO 050	Automotive Brakes	3.0
AUTO 050L	Automotive Brakes – Laboratory	1.0
AUTO 052	Automotive Suspension and Steering	3.0
AUTO 052L	Automotive Suspension and Steering – Laboratory	1.0

#### RECOMMENDED COURSES:

ELECTR 110	Direct Current Circuit Analysis	3.0
ELECTR 111	Direct Current Circuit Laboratory	1.0
ELECTR 115	Alternating Current Circuit Analysis	3.0
ELECTR 116	Alternating Current Circuit Laboratory	1.0

**Total: 24.0**

**Rationale:** Creating degree that mirrors certificate, this is in preparation for future changes in electric vehicle technology.  
**Effective:** Fall 2023



## NEW DEGREE

### Heavy/Medium Duty Clean Vehicle Technology - A.S. Degree

This degree is designed to provide students with the fundamentals of alternative fuel and electric vehicle technology as it applies to industrial. The curriculum prepares students for entry-level positions in Heavy-Duty Truck and electrical maintenance, field service, and networking, in the field of Hybrid/ Alternative fuel to include electrical power technology.

#### REQUIRED COURSES:

AUTO 010	Introduction to Hybrid and Electric Vehicle Technology	4.0
ELECTR 110	Direct Current Circuit Analysis	3.0
ELECTR 111	Direct Current Circuit Laboratory	1.0
ELECTR 115	Alternating Current Circuit Analysis	3.0
ELECTR 116	Alternating Current Circuit Laboratory	1.0
TECALC 087	Technical Calculations	4.0
HMDT 034	Diesel Alternative Fuels	4.0
HMDT 042	Zero Emission Heavy Duty Truck	2.0
<b>Total:</b>		<b>22.0</b>

**Rationale:** Creating degree that mirrors certificate, this is in preparation for future changes in electric vehicle technology.

**Effective:** Fall 2023

## NEW DEGREE

### Social Work and Human Services - Transfer Degree, AA-T

The Associates in Arts in Social Work and Human Services for Transfer degree (AA-T in Social Work and Human Services) is designed to prepare students for transfer into the CSU system to complete a baccalaureate degree in Social Work and Human Services or similar major. Social Work and Human Services is an applied behavioral science that specializes in the application of learned skills and methods for helping people from many different social backgrounds. Social Work and Human Services students are expected to think critically about human behavior, to apply the principles of the behavioral sciences, and to understand the role of values in diverse cultural settings.

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 Social Work and Human Services AA-T degree, students must meet the following requirements:

- completion of the following major requirements with a minimum grade of "C" (or "P");
- 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 Social Work and Human Services should consult with a counselor regarding the transfer process and lower division requirements.

#### REQUIRED COURSES:

HUMSV 170	Introduction to Social Work and Human Services	3.0
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HUMSV 195A	Social Work and Human Services Seminar I	1.0
HUMSV 198C	Social Work and Human Services Fieldwork I	2.0
SOC 100	Introduction to Sociology <b>OR</b>	3.0
SOC 100H	Introduction to Sociology – Honors	3.0
PSYCH 100	General Psychology <b>OR</b>	3.0
PSYCH 100H	General Psychology – Honors	3.0
PSYCH 105	Statistics for the Behavioral Sciences <b>OR</b>	4.0
MATH 108	Introduction to Probability and Statistics <b>OR</b>	4.0
ECON 208	Business and Economic Statistics	4.0
BIOL 260	Human Anatomy <b>OR</b>	4.0
BIOL 261	Human Physiology <b>OR</b>	4.0
BIOL 250	Human Anatomy and Physiology I <b>AND</b>	4.0
BIOL 251	Human Anatomy and Physiology II	4.0
ECON 200	Principles of Macroeconomics <b>OR</b>	3.0
ECON 200H	Principles of Macroeconomics – Honors <b>OR</b>	3.0
ECON 201	Principles of Microeconomics <b>OR</b>	3.0
ECON 201H	Principles of Microeconomics – Honors	3.0

**List A - Two courses:**

ADJUS 101	Introduction to Administration of Justice	3.0
ANTHRO 102	Cultural Anthropology <b>OR</b>	3.0
ANTHRO 102H	Cultural Anthropology – Honors	3.0
CD 105	Child Growth and Development <b>OR</b>	3.0
CD 105H	Child Growth and Development-Honors	3.0
CD 126	Child, Family, and the Community	3.0
COMMST 174	Intercultural Communication	3.0
ENGL 102	Intermediate Composition and Critical Thinking <b>OR</b>	4.0
ENGL 102H	Intermediate Composition and Critical Thinking – Honors	4.0
HIST 100	United States History to 1877 <b>OR</b>	3.0
HIST 100H	United States History to 1877 – Honors	3.0
HIST 101	United States History: 1865 to Present <b>OR</b>	3.0
HIST 101H	United States History: 1865 to Present – Honors	3.0
PSYCH 110	Abnormal Psychology	3.0
PSYCH 111	Developmental Psychology: Lifespan	3.0
HUMSV 130	Introduction to Addiction Studies: Drugs, Health, and Society	3.0
HIST 137	Experiences of Racial and Ethnic Groups in U.S. History <b>OR</b>	3.0
ETHS 137	Experiences of Racial and Ethnic Groups in U.S. History	3.0
SOC 110	Social Problems <b>OR</b>	3.0
SOC 110H	Social Problems – Honors	3.0
SOC 141	Race and Ethnic Relations <b>OR</b>	3.0
SOC 141H	Race and Ethnic Relations – Honors <b>OR</b>	3.0
ETHS 141	Race and Ethnic Relations <b>OR</b>	3.0
ETHS 141H	Race and Ethnic Relations – Honors	3.0

**Major Total Units: 29-33**

Total Units that may be Double-Counted:	19
General Education (CSU-GE or IGETC) Units:	37-39
Elective (CSU Transferable) Units:	7-13

**Total: 60.0**

**Rationale:** This degree will assist students who want to enter into social work and transfer to a 4-year institution in order to fulfill those goals.

**Effective:** Fall 2023

## DEGREE MODIFICATION

### Automotive Wheel Alignment and Brakes - A.S. Degree

The degree prepares students for entry-level work in front wheel and four-wheel alignment and brake repair. The technician can move into advanced automotive opportunities such as service advising and manufacturer corporate positions. To graduate with a specialization in Wheel Alignment and Brakes, students must complete all requirements for the certificate with a grade of C or better plus the general breadth requirements for the Associate of Science Degree (minimum total = 60 units).

#### REQUIRED COURSES:

AUTO 050	Automotive Brakes	3.0
AUTO 050L	Automotive Brakes – Laboratory	1.0
AUTO 052	Automotive Suspension and Steering	3.0
AUTO 052L	Automotive Suspension and Steering – Laboratory	1.0
AUTO 064	Auto/Truck Electrical Systems <b>OR</b>	4.0
HMDT 064	Auto/Truck Electrical Systems	4.0
AUTO 084	General Automotive Technology	3.0
AUTO 084L	General Automotive Technology – Laboratory	1.0
TECALC 087	Technical Calculations	4.0
		<b>Total: 20.0</b>

**Rationale:** Removing AUTO 085L from required courses and adding TECALC 087.  
**Effective:** Fall 2023

## DEGREE CORRECTION

### Automotive Engine Performance - A.S. Degree

This degree is designed to prepare students for entry-level work as an engine performance specialist, diagnostic technician, or a state certified Smog check and repair technician. Students will become familiar with computer systems, hybrid and electrical systems, basic engine diagnosis, emissions repair, and the Smog certification test. To graduate with a specialization in Engine Performance, students must complete all requirements for the certificate with a grade of C or better plus the general breadth requirements for the Associate of Science Degree (minimum total = 60 units).

#### REQUIRED COURSES:

AUTO 062	Engine Performance	3.0
AUTO 062L	Engine Performance – Laboratory	1.0
AUTO 064	Auto/Truck Electrical Systems <b>OR</b>	4.0
HMDT 064	Auto/Truck Electrical Systems	4.0
AUTO 065	Electrical Systems Diagnosis and Repair	4.0
AUTO 090	Engine Repair	3.0
AUTO 090L	Engine Repair – Laboratory	1.0
TECALC 087	Technical Calculations	4.0
		<b>Total: 20.0</b>

**Rationale:** Adding TECALC 087  
**Previous Board Approval:** 02/09/2023  
**Effective:** Fall 2023

## DEGREE CORRECTION

### Automotive Technician - A.S. Degree

The Automotive Technology curriculum is designed to concentrate on technically related courses in the repair of today's high-tech computerized automobile. Upon completion of the program, the degree holder will be able to seek employment as an entry level automobile repair technician in a dealership or the aftermarket service area, and can move into advanced automotive opportunities such as service advising and manufacturer corporate positions.

REQUIRED COURSES:		40.0
AUTO 050	Automotive Brakes	3.0
AUTO 050L	Automotive Brakes – Laboratory	1.0
AUTO 052	Automotive Suspension and Steering	3.0
AUTO 052L	Automotive Suspension and Steering – Laboratory	1.0
AUTO 056	Automotive Heating and Air Conditioning	4.0
AUTO 062	Engine Performance	3.0
AUTO 062L	Engine Performance – Laboratory	1.0
AUTO 064	Auto/Truck Electrical Systems <b>OR</b>	4.0
HMDT 064	Auto/Truck Electrical Systems	4.0
AUTO 065	Electrical Systems Diagnosis and Repair	4.0
AUTO 075	Automatic Transmissions and Transaxles	3.0
AUTO 075L	Automatic Transmissions and Transaxles – Laboratory	1.0
AUTO 077	Manual Transmissions and Transaxles	3.0
AUTO 077L	Manual Transmissions and Transaxles – Laboratory	1.0
AUTO 084	General Automotive Technology	3.0
AUTO 084L	General Automotive Technology – Laboratory	1.0
AUTO 090	Engine Repair	3.0
AUTO 090L	Engine Repair – Laboratory	1.0
<b>Total:</b>		<b>40.0</b>

**Rationale:** Updating catalog description to remove National Automotive Technician Education Foundation (NATEF) wording.  
**Previous Board Approval:** 02/09/2023  
**Effective:** Fall 2023

## DEGREE CORRECTION

### Human Services - A.A. Degree

To graduate with an Associate Degree with one of the following Human Services certificate specializations, (1) Addiction Studies, (2) Case Management in the Public Sector, or (3) Human Services, students must complete all of the requirements for the appropriate certificate with a grade of "C" or better plus the general breadth requirements for the Associate Degree (minimum total = 60 units).

Another option for students who want to graduate with an Associate Degree in Human Services, without one of the above certificate specializations, is to complete 18 units from the following required courses for the Human Services major plus the general education breadth requirements for the Associate Degree (minimum total=60 units).

REQUIRED COURSES:		
HUMSV 170	Introduction to Social Work and Human Services	3.0
HUMSV 172	Group and Family Dynamics	3.0
HUMSV 173	Helping and Interpersonal Skills	3.0
HUMSV 179	Law and Ethics	3.0

**Two courses from the following:**

HUMSV 130	Introduction to Addiction Studies: Drugs, Health, and Society	3.0
HUMSV 131	Co-Occur Disorders	3.0
HUMSV 132	Diverse Populations	3.0
HUMSV 134	Family Dynamics of Addiction	3.0
HUMSV 135	Prevention, Intervention and Recovery	3.0
HUMSV 140	Case Management in Public Service	3.0
HUMSV 167	Crisis Intervention	3.0

**Required Behavioral Foundation Course (one course from the following):**

PSYCH 100	General Psychology <b>OR</b>	3.0
PSYCH 100H	General Psychology – Honors	3.0
SOC 100	Introduction to Sociology <b>OR</b>	3.0
SOC 100H	Introduction to Sociology – Honors	3.0

**Total: 21.0**

**Rationale:** Updating Catalog Description.  
**Previous Board Approval:** 02/09/2023  
**Effective:** Fall 2023

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Rodriguez, Chancellor

**REVIEWED BY:** Linda Fontanilla, Interim President

**PREPARED BY:** Dr. Dina Humble, Vice President of Instruction

**DATE:** March 15, 2023

**SUBJECT:** Donation: 1<sup>st</sup> Generation BYD Truck

### **RECOMMENDATION**

It is recommended that the Board of Trustees accept the following donation from Brad Bayne, 4 Gen Logistics.

### **OVERVIEW**

The following donation is being made to the Automotive Department within Applied Technology, Transportation and Culinary Arts Division.

#### **Donation**

(1) 1<sup>st</sup> Generation BYD Truck, battery, Electric Vehicle, Class 8 Truck

#### **Source**

Brad Bayne, 4 Gen Logistics

### **ANALYSIS**

A donation of this equipment will assist the students within the Automotive Program in furthering their studies.

### **SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

None



## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Dr. Kevin Horan, President, CHC  
Dr. Linda Fontanilla, Interim President, SBVC  
Kristina Hannon, Vice Chancellor, Human Resources & Police Services

**DATE:** April 13, 2023

**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 indicated on the attached list.

### **OVERVIEW**

Part-time academic employees selected from the established pool are offered individual contracts on a semester-by-semester basis.

### **ANALYSIS**

All requirements for employment processing will be completed prior to the contract start date. No individual will be offered a contract until Human Resources has cleared the individuals for employment.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

### **FINANCIAL IMPLICATIONS**

The cost for employment of adjunct and substitute academic employees is included in the appropriate 2022-2023 and 2023-2024 budgets.





## Adjunct and Substitute Academic Employees

### Presented for Information April 13, 2023

[v.3.28.2023.p.2|2]

#### 2022 – 2023 Academic Year

Employee Name	Location Assignment	Course Subject	Discipline per Minimum Qualifications
Huber, Jacob	CHC	Fire Technology	Fire Technology
Kreiser, Virginia	CHC	License Vocational Nursing	Licensed Vocational Nursing
Ramirez, Carmen Vanessa	CHC	Counseling	Counseling

#### 2023 – 2024 Academic Year

Employee Name	Location Assignment	Course Subject	Discipline per Minimum Qualifications
Carrillo, David	SBVC	Welding	Welding
Castaing, Christian	SBVC	Water Supply Technology	Water Supply Technology
Esquerra, Robert	SBVC	Welding	Welding
Faltesek, Ben	SBVC	Philosophy	Philosophy
Hidalgo, Alma	SBVC	Water Supply Technology	Water Supply Technology
Vansant, Robert	SBVC	Athletics	Athletics



**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Dr. Linda Fontanilla, Interim President, SBVC  
Kristina Hannon, Vice Chancellor, Human Resources & Police Services

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval to Grant Tenure

**RECOMMENDATION**

It is recommended that the Board of Trustees approve tenure for the academic employees on the attached list.

**OVERVIEW**

The campus Tenure Review Committees are recommending approval of tenure to faculty members per the attached list.

**ANALYSIS**

Each academic employee has received four fully satisfactory evaluations per Article 16, Evaluation Procedure, Section F. 7. of the CTA Agreement.

**SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

**FINANCIAL IMPLICATIONS**

There is no financial implication with this board item.





## Approval to Grant Tenure

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.2|2]

Employee Name	Site	Division
<b>Chou, Jesse</b>	SBVC	Math, Business and Computer Sciences
<i>Amendment: Correction of employee name submitted to the March 9, 2023 Board meeting.</i>		

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Kristina Hannon, Vice Chancellor, Human Resources & Police Services

**PREPARED BY:** Dr. Kevin Horan, President, CHC  
Dr. Linda Fontanilla, Interim President, SBVC

**DATE:** April 13, 2023

**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**

Academic employees will be compensated at the agreed upon non-instructional rate of pay. This compensation is requested due to the periodic need for academic employees to assist with various department research, projects, committee work, or campus/community events.

### **ANALYSIS**

As of July 1, 2022, non-instructional rates of pay are based on the Tentative Agreement by and between SBCCD and the CTA regarding *Article 10 Wages*, which was Board approved May 12, 2022.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success

### **FINANCIAL IMPLICATIONS**

The cost of the non-instructional pay is included in the appropriate 2022-2023 budgets.





## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.1|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Abad, Jeremy</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i> Ratification: Hours were missed or increased for Spring.</i>
<b>Bartlett, Ryan</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i> Ratification: Hours were missed or increased for Spring.</i>
<b>Bowden, Christopher</b> Strong Workforce	CHC	04/13/23	12/31/23	\$52.00	40	\$2,080.00	Curriculum Work for Fire Technology <i> Ratification: Curriculum work for a new fire technology course at Crafton Hills College.</i>
<b>Brink, TL</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i> Ratification: Hours were missed or increased for Spring.</i>
<b>Callahan, Kenyon</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	20	\$1,040.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i> Ratification: Hours were missed or increased for Spring.</i>



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.2|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Cervantez, Jeffrey</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Cowans, Nicole</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	20	\$1,040.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Cowles, Randee</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>DiBartolo, Cheryl</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>DiPonio, Gwen</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	20	\$1,040.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.3|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Faltesek, Ben</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	20	\$1,040.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Ferrari, Ed</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	20	\$1,040.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Franko, Karla</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Gilmore, Heather</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	20	\$1,040.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Greyraven, Ruth</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	20	\$1,040.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.4|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Guevara, Andrew</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i> Ratification: Hours were missed or increased for Spring.</i>
<b>Hayes, Ashley</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i> Ratification: Hours were missed or increased for Spring.</i>
<b>Hellerman, Steve</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i> Ratification: Hours were missed or increased for Spring.</i>
<b>Hughes, Richard</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	20	\$1,040.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i> Ratification: Hours were missed or increased for Spring.</i>



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.5|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Jimenez, Sabrina</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	30	\$1,560.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Keys, Scott</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Ledoux, Janine</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Love, Jamie</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>





## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.6|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Mansourian, Farhad</b> Honors Program General Fund	CHC	02/11/23	03/10/23	\$52.00	20	\$1,040.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>McKee, Julie</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	20	\$1,040.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>McNamara, Lawrence</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	20	\$1,040.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Mello, Brandice</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.7|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Morgan, Douglas</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>O'Shaughnessy, Vonda</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Pritchard, Bekki</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Ramirez, Carmen Vanessa</b> Student Equity & Achievement	CHC	08/22/22	12/31/22	\$57.00	200	\$11,400.00	Adjunct Counseling <i>Ratification: Not able to meet the deadline to submit on time.</i>
<b>Ramos, Sefferino</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.8|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Salvi, Lisa</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Stafford, Katherine</b> Student Health Fees	CHC	11/11/22	12/21/22	\$57.00	422	\$24,054.00	College Nurse <i>Ratification: Not able to meet the deadline to submit on time.</i>
<b>Stafford, Katherine</b> Student Health Fees	CHC	01/17/23	06/30/23	\$57.00	422	\$24,054.00	College Nurse <i>Ratification: Not able to meet the deadline to submit on time.</i>
<b>Stupin, Mary</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Urbanovich, Jimmy</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.9|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Weiler, Lindsay</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Williams, Gary</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Winokur, Robert</b> Honors Program General Fund	CHC	04/11/23	05/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Hours were missed or increased for Spring.</i>
<b>Adams, Kathy</b> Instruction Office General Fund	SBVC	04/14/23	05/23/23	\$52.00	10	\$520.00	Instruction for Honors Class
<b>Almanza, Blake</b> Instruction Office General Fund	SBVC	04/14/23	05/23/23	\$52.00	10	\$520.00	Instruction for Honors Class
<b>Alvarez, Jason</b> College Promise Categorical Funding	SBVC	04/14/23	05/25/23	\$57.00	200	\$11,400.00	Adjunct Counseling
<b>Alvarez, Jason</b> Strong Workforce Program Grant Fund	SBVC	04/14/23	06/30/23	\$57.00	72	\$4,104.00	Adjunct Counselor - MAP/CPL



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.10|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Avelar, Amy</b> California Learning Lab Grant Fund	SBVC	01/01/23	06/30/23	\$52.00	100	\$5,200.00	Calculus Pathways <i>Ratification: There was some confusion on when this needed to be sent to board. In turn several board deadlines were missed.</i>
<b>Blacksher, Anthony</b> Instruction Office General Fund	SBVC	04/14/23	05/23/23	\$52.00	10	\$520.00	Instruction for Honors Class
<b>Bray, Linda</b> Computer Information Technology General Fund	SBVC	04/14/23	06/30/23	\$52.00	30	\$1,560.00	Computer Information Technology- Update Curriculum
<b>Castro, Anthony</b> California Learning Lab Grant Fund	SBVC	01/01/23	06/30/23	\$52.00	100	\$5,200.00	Calculus Pathways <i>Ratification: There was some confusion on when this needed to be sent to board. In turn several board deadlines were missed.</i>
<b>Corrales, Athena</b> Instruction Office General Fund	SBVC	06/01/23	06/30/23	\$63.00	40	\$2,520.00	Nursing Counselor <i>Amendment: This item was submitted 7/14/22. For budgeting purposes, the Nursing Department needs to fund the Counselor through the general fund instead of grant funds</i>
<b>Corrales, Athena</b> Instruction Office General Fund	SBVC	07/01/23	06/30/23	\$63.00	1080	\$68,040.00	Nursing Counselor <i>Ratification: Provide Nursing workshops for students, develop remediation strategies for nursing students and provide general counseling for pre and current nursing students.</i>



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.11|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Cruz, Judi</b> SWP Local Round 6 Grant Fund	SBVC	04/14/23	06/30/23	\$52.00	30	\$1,560.00	Curriculum Development Non-Credit Courses - Human Services
<b>Downey, Jennifer</b> Instruction Office General Fund	SBVC	04/14/23	05/23/23	\$52.00	10	\$520.00	Instruction for Honors Class
<b>Ferri-Milligan, Paula</b> Basic Skills-Categorical Fund	SBVC	04/14/23	06/30/23	\$52.00	3	\$156.00	ESL Mailer/SP23
<b>Fuentes Rivera, Pedro</b> Office of Instruction-General Fund	SBVC	02/06/23	05/19/23	\$52.00	2	\$104.00	Faculty members will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Confirmed enrollment prior to submitting.</i>
<b>Gomez, Ed</b> Instruction Office General Fund	SBVC	04/14/23	05/23/23	\$52.00	10	\$520.00	Instruction for Honors Class
<b>Gomez, Fernando</b> California Learning Lab Grant Fund	SBVC	01/01/23	06/30/23	\$52.00	120	\$6,240.00	Calculus Pathways <i>Ratification: There was some confusion on when this needed to be sent to board. In turn several board deadlines were missed.</i>
<b>Harmon, Lacey</b> California Learning Lab Grant Fund	SBVC	01/01/23	06/30/23	\$52.00	75	\$3,900.00	Calculus Pathways <i>Ratification: There was some confusion on when this needed to be sent to board. In turn several board deadlines were missed.</i>
<b>Hoang, Dung</b> Basic Skills-Categorical Fund	SBVC	04/14/23	06/30/23	\$52.00	1	\$52.00	ESL Mailer/Translation/SP23



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.12|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Jones, carol</b> California Learning Lab Grant Fund	SBVC	01/01/23	06/30/23	\$52.00	100	\$5,200.00	Calculus Pathways <i>Ratification: There was some confusion on when this needed to be sent to board. In turn several board deadlines were missed.</i>
<b>Joshua, Judy</b> Instruction Office General Fund	SBVC	02/06/23	05/15/23	\$52.00	2	\$104.00	Faculty members will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Confirmed enrollment prior to submitting.</i>
<b>Kasouha, Samar</b> Basic Skills-Categorical Fund	SBVC	04/14/23	06/30/23	\$52.00	1	\$52.00	ESL Mailer/Translation/SP23
<b>Kelley, Claudia</b> SWP Local Round 6 Grant Fund	SBVC	04/14/23	06/30/23	\$52.00	65	\$3,380.00	Food & Nutrition State Project
<b>King, Melissa</b> Instruction Office General Fund	SBVC	04/14/23	05/23/23	\$52.00	10	\$520.00	Instruction for Honors Class
<b>Lechuga, Thomas</b> California Learning Lab Grant Fund	SBVC	01/01/23	06/30/23	\$52.00	120	\$6,240.00	Calculus Pathways <i>Ratification: There was some confusion on when this needed to be sent to board. In turn several board deadlines were missed.</i>
<b>Lemieux, Jessy</b> California Learning Lab Grant Fund	SBVC	01/01/23	06/30/23	\$52.00	50	\$2,600.00	Calculus Pathways <i>Ratification: There was some confusion on when this needed to be sent to board. In turn several board deadlines were missed.</i>
<b>Levine, Michael</b> Instruction Office General Fund	SBVC	04/14/23	05/23/23	\$52.00	10	\$520.00	Instruction for Honors Class



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.13|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Lopez, Leonard</b> Instruction Office General Fund	SBVC	04/14/23	05/23/23	\$52.00	10	\$520.00	Instruction for Honors Class
<b>Martin, David</b> California Learning Lab Grant Fund	SBVC	01/01/23	06/30/23	\$52.00	100	\$5,200.00	Calculus Pathways <i>Ratification: There was some confusion on when this needed to be sent to board. In turn several board deadlines were missed.</i>
<b>Mattson, Susan</b> Instruction Office General Fund	SBVC	02/08/23	05/17/23	\$52.00	10	\$520.00	Faculty members will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Confirmed enrollment prior to submitting.</i>
<b>Melgar, Luisa</b> Instruction Office General Fund	SBVC	06/01/23	06/30/23	\$52.00	40	\$2,080.00	Nursing Department Clinical Placement Coordinator <i>Amendment: This item was submitted 7/14/22. For budgeting purposes, the Nursing Department needs to fund the Clinical Placement Coordinator through the general fund instead of grant funds</i>
<b>Melgar, Luisa</b> Instruction Office General Fund	SBVC	07/01/23	06/30/23	\$52.00	1080	\$56,160.00	Nursing Department Clinical Placement Coordinator <i>Radification: There is an ongoing need in the nursing department for someone to recruit, organize, and manage clinical sites.</i>
<b>Millican Edward</b> Instruction Office General Fund	SBVC	04/14/23	05/23/23	\$52.00	10	\$520.00	Instruction for Honors Class





## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.14|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Mills, Amy</b> Instruction Office General Fund	SBVC	02/06/23	05/19/23	\$52.00	8	\$416.00	Faculty members will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Confirmed enrollment prior to submitting.</i>
<b>Mondragon, Heidi</b> BSI Categorical Fund	SBVC	01/04/23	05/25/23	\$61.00	422	\$25,742.00	Adjunct Counseling <i>Amendment: Board approved December 9, 2022. This item is being amended to reflect the correct pay rate of \$61.00 in lieu of \$59.00.</i>
<b>Mondragon, Heidi</b> BSI Categorical Fund	SBVC	05/26/23	06/30/23	\$61.00	133	\$8,113.00	Adjunct Counseling <i>Amendment: Board approved December 9, 2022. This item is being amended to reflect the correct pay rate of \$61.00 in lieu of \$59.00.</i>
<b>Pave, Adam</b> Instruction Office General Fund	SBVC	04/14/23	05/23/23	\$52.00	10	\$520.00	Instruction for Honors Class
<b>Pires, Romana</b> Instruction Office General Fund	SBVC	04/14/23	05/02/23	\$52.00	10	\$520.00	Instruction for Honors Class
<b>Prewitt, Cynthia</b> SWP Local Round 6 Grant Fund	SBVC	04/14/23	06/30/23	\$52.00	30	\$1,560.00	Curriculum Development Non-Credit Courses - Human Services
<b>Ramirez, Jessica</b> California Learning Lab Grant Fund	SBVC	01/01/23	06/30/23	\$52.00	100	\$5,200.00	Calculus Pathways <i>Ratification: There was some confusion on when this needed to be sent to board. In turn several board deadlines were missed.</i>



## Non-Instructional Pay for Academic Employees

Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.15|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Rounds, Michael</b> Instruction Office General Fund	SBVC	04/14/23	05/23/23	\$52.00	10	\$520.00	Instruction for Honors Class
<b>Santos, Rainerio</b> SWP Local Round 6 Grant Fund	SBVC	04/14/23	04/21/23	\$52.00	20	\$1,040.00	Skills USA
<b>Smalls, Halley</b> California Learning Lab Grant Fund	SBVC	01/01/23	06/30/23	\$52.00	120	\$6,240.00	Calculus Pathways <i>Ratification: There was some confusion on when this needed to be sent to board. In turn several board deadlines were missed.</i>
<b>Smith, Glenn</b> SWP Local Round 6 Grant Fund	SBVC	04/14/23	04/21/23	\$52.00	20	\$1,040.00	Skills USA
<b>Sogomonian, Nori</b> Basic Skills-Categorical Fund	SBVC	04/14/23	06/30/23	\$52.00	1	\$52.00	ESL Mailer/Translation/SP23
<b>Sogomonian, Nori</b> Instruction Office General Fund	SBVC	01/17/23	05/23/23	\$52.00	8	\$416.00	Faculty members will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Confirmed enrollment prior to submitting.</i>
<b>Teposte, Manuel</b> BSI Categorical Fund	SBVC	01/04/23	05/25/23	\$61.00	422	\$25,742.00	Adjunct Counseling <i>Amendment: Board approved December 9, 2022. This item is being amended to reflect the correct pay rate of \$61.00 in lieu of \$59.00.</i>



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.16|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Teposte, Manuel</b> BSI Categorical Fund	SBVC	05/26/23	06/30/23	\$61.00	133	\$8,113.00	Adjunct Counseling <i>Amendment: Board approved December 9, 2022. This item is being amended to reflect the correct pay rate of \$61.00 in lieu of \$59.00.</i>
<b>Tolstova, Anna</b> California Learning Lab Grant Fund	SBVC	01/01/23	06/30/23	\$52.00	100	\$5,200.00	Calculus Pathways <i>Ratification: There was some confusion on when this needed to be sent to board. In turn several board deadlines were missed.</i>
<b>Vasquez, Tatiana</b> California Learning Lab Grant Fund	SBVC	01/01/23	06/30/23	\$52.00	40	\$2,080.00	Calculus Pathways <i>Ratification: There was some confusion on when this needed to be sent to board. In turn several board deadlines were missed.</i>
<b>Wang, Wei-Chung</b> Instruction Office General Fund	SBVC	04/14/23	05/23/23	\$52.00	10	\$520.00	Instruction for Honors Class
<b>Wardell, Matt</b> Instruction Office General Fund	SBVC	01/17/23	05/23/23	\$52.00	10	\$520.00	Faculty members will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Confirmed enrollment prior to submitting.</i>
<b>Watterlond, John</b> California Learning Lab Grant Fund	SBVC	01/01/23	06/30/23	\$52.00	75	\$3,900.00	Calculus Pathways <i>Ratification: There was some confusion on when this needed to be sent to board. In turn several board deadlines were missed.</i>



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.17|17]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Wilbur, Benjamin</b> SWP Local Round 6 Grant Fund	SBVC	04/14/23	06/30/23	\$52.00	30	\$1,560.00	Curriculum Development Non-Credit Courses - Human Services
<b>Williams, Byron</b> Instruction Office General Fund	SBVC	04/14/23	05/23/23	\$52.00	10	\$520.00	Instruction for Honors Class
<b>Williamson, Asia</b> SWP Local Round 6 Grant Fund	SBVC	04/14/23	06/30/23	\$52.00	30	\$1,560.00	Curriculum Development Non-Credit Courses - Human Services
<b>Zarate, Rangel</b> Instruction Office General Fund	SBVC	01/17/23	05/23/23	\$52.00	8	\$416.00	Faculty members will work with Honors students to customize their projects and deepen knowledge of course subject matter. <i>Ratification: Confirmed enrollment prior to submitting.</i>
<b>Sogomonian, Nori</b> Human Resources General Fund	DSO	03/13/23	03/13/23	\$52.00	4.5	\$234.00	Bilingual Competency Exam Proctor <i>Ratification: Process completed after the prior Board meeting deadline.</i>

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Dr. Kevin Horan, President, CHC  
Dr. Linda Fontanilla, Interim President, SBVC  
Kristina Hannon, Vice Chancellor, Human Resources & Police Services

**DATE:** April 13, 2023

**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**

Stipends are based on negotiated agreement between SBCCD and the SBCCDTA and CSEA bargaining units, as applicable.

**SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success

**FINANCIAL IMPLICATIONS**

The payment of stipends is included in the appropriate 2022-23 budgets.





## Payment of Stipends

Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.2|2]

### Assistant Coaches – 04/13/23 – 06/30/23

Employee Name	Location Assignment	Department	Stipend
<b>Alnazer, Ahmed</b>	SBVC	Women's Track	\$5,000.00
<b>Washington, Tyree</b>	SBVC	Men's Track	\$5,000.00

### Other Stipend: 11/01/22 – 03/31/23

Employee Name	Location Assignment	Department	Stipend
<b>Brewer, Quincy</b>	SBVC	Men's Basketball	\$1,800.00

*Ratification: Men's Basketball Team went to playoff game on 11/16/2022. Per his contract he is paid a \$600 playoff stipend for going to playoff game.*

### Other Stipend: 01/17/23 – 05/23/23

Employee Name	Location Assignment	Department	Stipend
<b>Jones, Patty</b>	SBVC	Counseling / Region 9 Program	\$750.00
<b>Simpson, Tahirah</b>	SBVC	Counseling / Region 9 Program	\$750.00

*Ratification: Names were received from the department after prior board submission dates.*

### Other Stipend: 04/26/23

Employee Name	Location Assignment	Department	Stipend
<b>Hudson, Adrian Justin</b>	SBVC	Outreach and Retention	\$500.00

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Kristina Hannon, Vice Chancellor, Human Resources & Police Services

**DATE:** April 13, 2023

**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.

**SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

**FINANCIAL IMPLICATIONS**

The cost of employment for these employees is included in the appropriate 2022-2023 budgets.





## Appointment of District Employees

### Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.1|1]

Employee Name, Title Location Assignment & Department	Start Date	Salary Schedule, Range & Step	New or Replacing	Fund	Live Scan Clearance
<b>Santibanez, Issac</b> Custodian CHC Custodial	04/17/23	Classified 27A	Michelle Serrato	General	TBD
<b>Spivey, Ayanna C.</b> Student Services Coordinator SBVC Student Services	05/01/23	Classified 46C	NEW	Student Equity	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:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Kristina Hannon, Vice Chancellor, Human Resources & Police Services

**DATE:** April 13, 2023

**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.

**SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

**FINANCIAL IMPLICATIONS**

The cost of these promotions is included in the appropriate 2022-2023 budgets.





## Employee Promotions

Submitted for Board Approval April 13, 2023

[v.3.28.2023.p.1|1]

Employee Name	From	To	New/ Replacing	Fund	Effective Date
<b>Serna Pulido, Marina</b>	SBVC Student Services <b>Student Services Technician I</b> Classified Salary Schedule Range 30, Step F	SBVC Student Services <b>Student Services Coordinator</b> Classified Salary Schedule Range 46, Step C	Oscar Rodriguez	Student Equity	04/14/23

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Kristina Hannon, Vice Chancellor of Human Resources and Police Services

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval of Classified Job Description and Revision to the Classified Salary Schedule

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the classified job descriptions and revision to the classified salary schedule as attached:

1. Job Description Update
  - College Security Officer
  - Custodian
2. Revised Classified Salary Schedule

### **OVERVIEW**

The attached job description changes are necessary to accurately reflect position duties, responsibilities, and minimum qualifications.

### **ANALYSIS**

The attached job descriptions reflect the representative duties and responsibilities, and the appropriate minimum qualifications for the positions involved. CSEA has been notified of the changes.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

### **FINANCIAL IMPLICATIONS**

The financial implications resulting from these revisions will be included in the appropriate 2022-23 budgets.





## College Security Officer

**Classified Range: 33**

Pending Board Approval: 04/13/23 P. 1|5

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

### **SUMMARY DESCRIPTION**

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Performs a wide variety of District security services to ensure the safety of persons and property. Campus Security Officer is a non-sworn position and is not authorized to carry a firearm.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from appropriate supervisor; checks with supervisor regarding non-routine assignments.

### **REPRESENTATIVE DUTIES**

---

*The following duties are typical for this classification.*

1. Serves as visible security presence on District and Campus sites; observes and reports suspected violations of the rules and regulations governing students, faculty, staff, and the general public to dispatch or appropriate authority.
2. Patrols in and around campus and District properties, including parking lots before, during and after business and school hours on foot, bicycle, golf cart, or vehicle.
3. Enforces parking regulations on campus and issues parking citations as necessary; issues and inputs citations into hand held computer/tablet.
4. Contacts dispatch to create calls for service; responds as needed to campus safety, security, and other calls for service assigned by dispatch.
5. Carries and uses assigned equipment as necessary and appropriate, such as two-way radios, handcuffs, and pepper spray.
6. May assist sworn officers in detaining and arresting suspects utilizing department issued equipment such as handcuffs and pepper spray.
7. Notifies dispatch, sworn officers, or supervisor of suspected illegal activity on District properties reports hazardous and unusual conditions or malfunctions observed.
8. Inspects for, prevents, and reports vandalism, illegal entry, theft, and fire.
9. Identifies, observes, and reports to dispatch, sworn officers, or supervisor regarding persons on District properties when the reasons for their presence or intentions are questionable.
10. Conducts routine inquiries and completes documentation regarding minor campus incidents.
11. Prepares clear and concise reports using appropriate software such as the Records Information Management System (RIMS), routine correspondence; enters acquired property and evidence into appropriate logs; updates patrol logs as necessary.
12. Assists sworn officers in collecting and transporting money from parking meters, permit dispensers, and change machines throughout the campuses.



## College Security Officer

**Classified Range: 33**

Pending Board Approval: 04/13/23 P. 2|5

13. Receives and responds to requests for help and assistance for ill, injured, or disabled persons; administers basic first aid and CPR according to established guidelines.
14. **Respond to calls for services for opening and closing classrooms** ~~open and closes classrooms or to provide access to campus buildings or workspace~~; may provide crowd control and/or security services for special events; controls traffic and places traffic barricades as appropriate.
15. Answers questions and provides information to students, faculty, staff, and visitors.
16. Provides routine assistance to the college population in situations such as a flat tire, keys locked in a car, or dead car battery.
17. Performs other duties related to the primary job duties.

### **MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

#### **CORE COMPETENCIES:**

##### **Environmental Exposure Tolerance**

- Performing under physically demanding conditions
- Accepts and endures the necessity of working in unpleasant or physically demanding conditions
- Shows established adaptation and performance under unpleasant or physically demanding conditions

##### **Safety Focus**

- Showing vigilance and care in identifying and addressing health risks and safety hazards
- Maintains high level of conscientious safety practice

##### **General Physical Ability**

- Using strength, endurance, flexibility, balance and coordination
- Applying motor and perceptual abilities requiring no specific technique, training or conditioning

##### **Professional and Technical Expertise**

- Applying technical subject matter to the job \*\*
- Knows the rudimentary concepts of performing the essential technical operations

##### **Adaptability**

- Responding positively to change and modifying behavior as the situation requires\*\*
- Accept and adjust to changes and the unfamiliar



## College Security Officer

**Classified Range: 33**

Pending Board Approval: 04/13/23 P. 3|5

### Innovation

- Imagining and devising new and better ways of doing things\*\*
- Fix what is broken; find solutions and fixes with resources at hand
- Finds new approaches to performing familiar tasks
- Create and invent new ideas; envision the unexpected, unexplored, untried\*\*

### Critical Thinking

- Analytically and logically evaluates information to resolve problems
- Follow guide, SOP or other step by step procedures for locating the source of a problem and fixing it
- May detect ambiguous, incomplete, or conflicting information or instructions\*\*

### Informing

- Proactively obtaining and sharing information

### Mechanical Insight

- Chooses the right tool for the job
- Applies principles of mechanical advantage to get the work done
- Follows step-by-step assembly procedures, troubleshooting guides, and simple diagrams

### Customer Focus

- Attending to the needs and expectations of customer
- Seeks information about the immediate and longer term needs of the customer
- Anticipates what the customer may want or expect in a product or service
- Works across organizational boundaries to meet customer needs \*\*

### Attention to Detail

- Focusing on the details of work content
- Shows care and thoroughness in adhering to process and procedures that assure quality
- Applies knowledge and skill in recognizing and evaluating details of work\*\*
- Applies skilled final touches on products

### Using Technology

- Working with electronic hardware and software applications
- Using basic features and functions of software and hardware

### Valuing Diversity

- Shows acceptance of individual differences
- Welcomes input and inclusion of others who may be different from oneself



## College Security Officer

**Classified Range: 33**

Pending Board Approval: 04/13/23 P. 4|5

- Shows understanding and empathy for the challenges of groups seeking inclusion or dealing with perceived discrimination

*\*\*Lead, Advanced or Senior Level Positions*

### **Education and Experience Guidelines:**

#### **Education/Training:**

- Equivalent to the completion of the high school.

#### **Experience:**

- None required

#### **Desired Education/Experience**

- Experience as a security guard or crowd control officer

#### **License or Certificate:**

- Proof of completion of Security Officers' Training as required by Ed Code 72330. within six (6) months of employment.
- Possession of a valid driver's license.
- Possession of or ability to obtain CPR and First Aid certificates.
- Possession of or ability to obtain appropriate certificates for use of handcuffs and chemical agents.

#### **Other**

- Candidates under consideration for employment will be subject to a thorough background investigation.

### **PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Reactive emergency, natural or man-made disaster, and routine peace keeping environments with travel from site to site; regular exposure to outside weather conditions; occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, blood borne pathogens and bodily fluids, extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration; exposed to potentially hostile environments; extensive public contact; the noise level in the work environment is usually moderate; however, the noise level is occasionally very loud due to sirens; incumbents required to work various shifts, including evenings and weekends.

**Physical:** Primary functions require sufficient physical ability and mobility to work in a law enforcement setting and an office setting; restrain or subdue individuals; walk, stand, sit, or run for prolonged periods of time; occasionally stoop, bend, kneel, crouch, reach, and twist; occasionally climb and balance; regularly push, pull, lift, and/or carry light to moderate weight up to 25 pounds; frequently lift and/or move moderate to heavy weights up to 50 pounds; occasionally lift and/or move



## College Security Officer

**Classified Range: 33**

Pending Board Approval: 04/13/23 P. 5|5

heavier weights with or without assistance; operate office equipment including use of computer keyboard; operate assigned patrol and security equipment including patrol car, patrol bicycle and two-way radio; ability to speak and hear to exchange information; ability to operate a vehicle to travel to various locations; and to verbally communicate to exchange information.

**Vision:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

**Hearing:** Hear in the normal audio range with or without correction.





## Custodian

**Classified Range: 27 29**

Pending Board Approval : 04/13/23 P. 1|4

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

### **SUMMARY DESCRIPTION**

---

Maintains buildings, furniture, and equipment in a clean, sanitary, and safe, condition sets up for meetings and special events.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from appropriate supervisor; checks with supervisor regarding non-routine assignments. May provide technical and functional direction to assigned student workers.

### **REPRESENTATIVE DUTIES**

---

*The following duties are typical for this classification.*

1. Maintains buildings and furniture in a clean, sanitary, safe, and secure condition during an assigned shift; cleans and performs minor maintenance repairs on assigned equipment.
2. Sweeps, scrubs, and mops rooms, halls, stairway, and offices; strips, sands, refinishes, waxes, or buffs floors; vacuums and shampoos rugs and carpets; operates custodial equipment, including buffers, floor scrubbers, carpet extractors, and vacuum cleaners.
3. Empties, cleans, moves, and sanitizes waste receptacles and ashtrays; picks up papers and other debris; empties pencil sharpeners as necessary.
4. Dusts, cleans, and polishes furniture, woodwork, fixtures and equipment; removes cobwebs; cleans desks and countertops
5. May change light bulbs and fluorescent tubes.
6. Cleans whiteboards, trays, and erasers; arranges classroom furniture and equipment; restocks classrooms with necessary supplies.
7. Cleans and disinfects restrooms, floor mats, doors, drinking fountains and fixtures; restocks and may order supplies as needed; ensures specified sanitary standards are maintained; may perform minor pest control tasks in buildings.
8. Washes walls; removes markings on walls, restroom stalls, countertops, and desks; washes windows, mirrors, and blinds; cleans filters and kitchen hoods.
9. Moves furniture, equipment, or other heavy objects on request or for set-up of campus functions, meetings, and special events utilizing pallet jacks, hand trucks, or similar equipment; makes minor repairs and adjustments to building fixtures and equipment.
10. **Perform the opening and closing of campus by unlocking and locking building entry points; external restroom doors and turn-on elevators; raises, lowers, and replaces flags.**



## Custodian

**Classified Range: 27 29**

Pending Board Approval : 04/13/23 P. 2|4

11. Secures internal and external entry and exit doors **at the close of the workday or after evening classes**, ensuring that windows and lights are locked and off in assigned area; **maintain the security of assigned areas; turn the alarm system on and off; raises, lowers, and replaces flags.**
12. Reports fire, sanitary, safety, or security hazards in buildings; reports needed maintenance or repair to the appropriate authority.
13. Operates campus vehicles as required.
14. Performs other duties related to the primary job duties.

## MINIMUM QUALIFICATIONS

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

### **CORE COMPETENCIES:**

#### **Environmental Exposure Tolerance**

- Performing under physically demanding conditions
- Accepts and endures the necessity of working in unpleasant or physically demanding conditions
- Shows established adaptation and performance under unpleasant or physically demanding conditions

#### **Safety Focus**

- Showing vigilance and care in identifying and addressing health risks and safety hazards
- Maintains high level of conscientious safety practice

#### **General Physical Ability**

- Using strength, endurance, flexibility, balance and coordination
- Applying motor and perceptual abilities requiring no specific technique, training or conditioning

#### **Professional and Technical Expertise**

- Applying technical subject matter to the job \*\*
- Knows the rudimentary concepts of performing the essential technical operations

#### **Adaptability**

- Responding positively to change and modifying behavior as the situation requires\*\*
- Accept and adjust to changes and the unfamiliar

#### **Innovation**

- Imagining and devising new and better ways of doing things\*\*
- Fix what is broken; find solutions and fixes with resources at hand
- Finds new approaches to performing familiar tasks
- Create and invent new ideas; envision the unexpected, unexplored, untried\*\*



## Custodian

Classified Range: ~~27~~ 29

Pending Board Approval : 04/13/23 P. 3|4

### Critical Thinking

- Analytically and logically evaluates information to resolve problems
- Follow guide, SOP or other step by step procedures for locating the source of a problem and fixing it
- May detect ambiguous, incomplete, or conflicting information or instructions\*\*

### Informing

- Proactively obtaining and sharing information

### Mechanical Insight

- Chooses the right tool for the job
- Applies principles of mechanical advantage to get the work done
- Follows step-by-step assembly procedures, troubleshooting guides, and simple diagrams

### Customer Focus

- Attending to the needs and expectations of customer
- Seeks information about the immediate and longer term needs of the customer
- Anticipates what the customer may want or expect in a product or service
- Works across organizational boundaries to meet customer needs \*\*

### Attention to Detail

- Focusing on the details of work content
- Shows care and thoroughness in adhering to process and procedures that assure quality
- Applies knowledge and skill in recognizing and evaluating details of work\*\*
- Applies skilled final touches on products

### Using Technology

- Working with electronic hardware and software applications
- Using basic features and functions of software and hardware

### Valuing Diversity

- Shows acceptance of individual differences
- Welcomes input and inclusion of others who may be different from oneself
- Shows understanding and empathy for the challenges of groups seeking inclusion or dealing with perceived discrimination

*\*\*Lead, Advanced or Senior Level Positions*



## Custodian

Classified Range: ~~27~~ 29

Pending Board Approval : 04/13/23 P. 4|4

### Education and Experience Guidelines

#### Education/Training:

- Formal or informal education or training that ensures the ability to read and write at a level necessary for successful job performance.

#### Experience:

- Six (6) months of custodial experience that includes minor building and equipment maintenance.

#### License or Certificate:

- Possession of a valid driver's license.

### PHYSICAL DEMANDS AND WORKING ENVIRONMENT

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed in both indoor and outdoor environments; travel from site to site; exposure to noise, dust, grease, smoke, fumes, noxious odors and gases; work and/or walk on various types of surfaces including slippery or uneven surfaces. Incumbents may be required to work evenings, nights, and weekends.

**Physical:** Primary functions require sufficient physical ability and mobility to perform moderately strenuous manual labor; to frequently stoop, bend, kneel, crouch, reach, and twist; to frequently lift, carry, push, and/or pull light to moderate amounts of weight up to 40 pounds; to occasionally lift, carry, push, and/or pull heavier weight with or without assistance; dexterity of hands and fingers to operate specialized hand and power tools and equipment; operate assigned equipment; and to verbally communicate to exchange information.

**Vision:** See in the normal visual range with or without correction; vision sufficient to read printed documents; and to operate assigned equipment.

**Hearing:** Hear in the normal audio range with or without correction.

**Classified Salary Schedule**  
**Pending Board Approval 04/13/23**

RANGE	POSITION	STEP					
		A	B	C	D	E	F
18		\$ 16.37	\$ 17.19	\$ 18.04	\$ 18.96	\$ 19.88	\$ 20.48
19	▪ Bookstore Customer Service Assistant	\$ 16.79	\$ 17.63	\$ 18.49	\$ 19.44	\$ 20.40	\$ 21.01
20	▪ Food Service Worker I	\$ 17.19	\$ 18.05	\$ 18.96	\$ 19.89	\$ 20.90	\$ 21.53
21	▪ Child Development Assistant	\$ 17.63	\$ 18.49	\$ 19.44	\$ 20.40	\$ 21.40	\$ 22.04
22		\$ 18.05	\$ 18.96	\$ 19.89	\$ 20.90	\$ 21.96	\$ 22.62
23	▪ Courier	\$ 18.50	\$ 19.44	\$ 20.41	\$ 21.42	\$ 22.50	\$ 23.17
24		\$ 18.98	\$ 19.94	\$ 20.94	\$ 21.99	\$ 23.09	\$ 23.78
25	▪ Lead Food Service Worker *	\$ 19.45	\$ 20.43	\$ 21.46	\$ 22.52	\$ 23.67	\$ 24.38
26	▪ P.E. & Athletic Equipment Specialist ▪ Sport Information Specialist ▪ Tool Room Specialist	\$ 19.94	\$ 20.94	\$ 21.99	\$ 23.07	\$ 24.22	\$ 24.95
27	▪ Bookstore Assistant <del>▪ Custodian</del> ▪ Library Media Clerk ▪ Mail Clerk	\$ 20.44	\$ 21.48	\$ 22.52	\$ 23.68	\$ 24.84	\$ 25.59
28	▪ Aquatic Center Pool Attendant	\$ 20.95	\$ 22.00	\$ 23.10	\$ 24.24	\$ 25.45	\$ 26.22
29	▪ Administrative Clerk ▪ CDC Food Service Specialist ▪ Custodian	\$ 21.50	\$ 22.56	\$ 23.69	\$ 24.86	\$ 26.12	\$ 26.91
30	▪ Grounds Caretaker ▪ Student Services Technician I	\$ 22.01	\$ 23.12	\$ 24.27	\$ 25.48	\$ 26.76	\$ 27.56
31	▪ Book Buyer ▪ Lead Custodian * ▪ Payroll Assistant ▪ Purchasing Technician	\$ 22.56	\$ 23.69	\$ 24.86	\$ 26.12	\$ 27.43	\$ 28.25
32		\$ 23.13	\$ 24.29	\$ 25.52	\$ 26.79	\$ 28.12	\$ 28.96
33	▪ Administrative Assistant I ▪ Admissions and Records Technician ▪ College Security Officer ▪ Printing Operations Specialist	\$ 23.71	\$ 24.86	\$ 26.15	\$ 27.44	\$ 28.80	\$ 29.66
34	▪ Account Technician ▪ Grant Technician ▪ Library Technical Assistant I ▪ Maintenance Worker ▪ Student Services Technician II ▪ Warehouse Technician	\$ 24.29	\$ 25.52	\$ 26.79	\$ 28.12	\$ 29.54	\$ 30.42
35	▪ Assistant Bookstore Manager ▪ Child Development Teacher ▪ Lead Grounds Caretaker *	\$ 24.89	\$ 26.16	\$ 27.45	\$ 28.81	\$ 30.25	\$ 31.15
36	▪ Development Assistant	\$ 25.54	\$ 26.80	\$ 28.15	\$ 29.56	\$ 31.03	\$ 31.96
37	▪ Administrative Assistant II ▪ Library Technical Assistant II *	\$ 26.17	\$ 27.47	\$ 28.83	\$ 30.27	\$ 31.79	\$ 32.75

\* Lead, Advanced, or Senior Level Classification

\*\* Under Review

\*\*\* Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

**Classified Salary Schedule**  
**Pending Board Approval 04/13/23**

RANGE	POSITION	STEP					
		A	B	C	D	E	F
38	<ul style="list-style-type: none"> <li>Admissions and Records Specialist</li> <li>Broadcast Operator**</li> <li>Technology Support Technician</li> <li>Evidence and Records Technician</li> <li>Financial Aid Technician</li> <li>Senior Student Service Technician *</li> </ul>	\$ 26.81	\$ 28.16	\$ 29.57	\$ 31.04	\$ 32.59	\$ 33.57
39	<ul style="list-style-type: none"> <li>Lab Assistant I - Aeronautics</li> <li>Lab Assistant I - Electricity/Electronics</li> <li>Lab Assistant I - Emergency Medical Services (EMS)</li> <li>Lead Child Development Teacher *</li> <li>Payroll Technician</li> <li>Senior Printing Operations Specialist *</li> </ul>	\$ 27.50	\$ 28.86	\$ 30.32	\$ 31.83	\$ 33.44	\$ 34.45
40	<ul style="list-style-type: none"> <li>Financial Aid Specialist</li> <li>Broadcast Technician</li> </ul>	\$ 28.18	\$ 29.60	\$ 31.06	\$ 32.61	\$ 34.25	\$ 35.28
41	<ul style="list-style-type: none"> <li>Administrative Assistant III</li> <li>Job Developer</li> <li>Purchasing Agent</li> <li>Student Activities Specialist</li> </ul>	\$ 28.88	\$ 30.32	\$ 31.84	\$ 33.44	\$ 35.09	\$ 36.14
42	<ul style="list-style-type: none"> <li>Academic Support Specialist</li> <li>Accountant</li> <li>Admissions and Record Coordinator *</li> <li>Admissions and Record Evaluator</li> <li>Dreamers Resource Center Coordinator</li> <li>HVAC/R Technician</li> <li>Laboratory Assistant II - Allied Health</li> <li>Laboratory Assistant II - Art</li> <li>Laboratory Assistant II - Culinary Arts</li> <li>Laboratory Assistant II - Multimedia</li> <li>Laboratory Assistant II - Welding</li> <li>Maintenance Technician</li> <li>Producer, Radio</li> <li>Research Data Specialist</li> <li>Schedule/ Catalog Data Specialist</li> <li>Traffic Coordinator, TV</li> <li>Veterans Services Coordinator</li> </ul>	\$ 29.62	\$ 31.10	\$ 32.66	\$ 34.28	\$ 35.99	\$ 37.08
43	<ul style="list-style-type: none"> <li>Curriculum Coordinator</li> </ul>	\$ 30.35	\$ 31.86	\$ 33.45	\$ 35.12	\$ 36.88	\$ 37.98
44	<ul style="list-style-type: none"> <li>Athletic Trainer</li> <li>Graphic Specialist</li> <li>Planetarium Production &amp; Presentation Coordinator</li> <li>Project Analyst</li> <li>Senior Producer, Radio**</li> <li>Telecommunications Engineer**</li> <li>User Liaison</li> </ul>	\$ 31.11	\$ 32.67	\$ 34.28	\$ 35.99	\$ 37.81	\$ 38.94

\* Lead, Advanced, or Senior Level Classification

\*\* Under Review

\*\*\* Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

**Classified Salary Schedule**  
**Pending Board Approval 04/13/23**

RANGE	POSITION	STEP					
		A	B	C	D	E	F
45	<ul style="list-style-type: none"> <li>Administrative Coordinator *</li> <li>Development Coordinator</li> <li>EOPS Coordinator</li> <li>Financial Aid Coordinator *</li> <li>Institutional Advancement Coordinator</li> <li>Interpreting Services Specialist</li> </ul>	\$ 31.89	\$ 33.48	\$ 35.16	\$ 36.90	\$ 38.78	\$ 39.94
46	<ul style="list-style-type: none"> <li>Basic Needs Coordinator</li> <li>Coordinator, Outreach and Relations with Schools</li> <li>Distance Education Systems Administrator</li> <li>Environmental Health &amp; Safety Specialist</li> <li>Senior Accountant *</li> <li>Senior Payroll Technician*</li> <li>Student Services Coordinator</li> </ul>	\$ 32.69	\$ 34.32	\$ 36.03	\$ 37.84	\$ 39.72	\$ 40.91
47	<ul style="list-style-type: none"> <li>Admissions &amp; Records Lead Evaluator *</li> <li>Lab Technician I - Biological Sciences</li> <li>Lab Technician I - Computer Information</li> <li>Lab Technician I - Geo-Science &amp; Anthropology</li> <li>Lab Technician I - Physics/Astronomy</li> <li>Lead Maintenance Technician *</li> </ul>	\$ 33.50	\$ 35.18	\$ 36.94	\$ 38.80	\$ 40.73	\$ 41.95
48	<ul style="list-style-type: none"> <li>Alternative Media and Assistive Technology Specialist</li> <li>Program/Content Coordinator, KVCR</li> </ul>	\$ 34.35	\$ 36.05	\$ 37.85	\$ 39.77	\$ 41.75	\$ 43.00
49		\$ 35.19	\$ 36.94	\$ 38.81	\$ 40.75	\$ 42.78	\$ 44.06
50	<ul style="list-style-type: none"> <li>Marketing &amp; Communications Coordinator - KVCR/FNX</li> <li>Laboratory Technician II - Anatomy &amp; Physiology</li> <li>Laboratory Technician II - Microbiology</li> <li>Producer/Director, TV</li> <li>Program Coordinator ATTC**</li> <li>RF/ Microwave Engineer, Radio**</li> <li>Senior Theatre Arts Technical Support Specialist *</li> <li>Technology Support Specialist</li> </ul>	\$ 36.07	\$ 37.86	\$ 39.78	\$ 41.76	\$ 43.85	\$ 45.16
51		\$ 36.96	\$ 38.82	\$ 40.77	\$ 42.81	\$ 44.95	\$ 46.29
52	<ul style="list-style-type: none"> <li>Laboratory Technician III - Chemistry</li> <li>Telecommunications Specialist</li> </ul>	\$ 37.88	\$ 39.80	\$ 41.80	\$ 43.87	\$ 46.06	\$ 47.45
53	<ul style="list-style-type: none"> <li>Contracts and Liability Specialist</li> <li>Data Analyst</li> </ul>	\$ 38.84	\$ 40.78	\$ 42.82	\$ 44.97	\$ 47.22	\$ 48.64
54	<ul style="list-style-type: none"> <li>Budget Analyst</li> <li>Instructional Technology Specialist</li> <li>Research Analyst</li> <li>Web Developer</li> </ul>	\$ 39.82	\$ 41.81	\$ 43.88	\$ 46.08	\$ 48.38	\$ 49.83
55		\$ 40.80	\$ 42.84	\$ 44.99	\$ 47.25	\$ 49.61	\$ 51.10

\* Lead, Advanced, or Senior Level Classification

\*\* Under Review

\*\*\* Only new positions, updated titles and range placements as designated by the 2021 Classification Study are retroactive to 08/01/17 effective date.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Kristina Hannon, Vice Chancellor, Human Resources & Police Services

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval of Reclassification of Employees

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the reclassification of employees as indicated on the attached.

**OVERVIEW**

In accordance with Section 16 of the Collective Bargaining Agreement, either the CSEA or SBCCD may propose a reclassification for any position.

**ANALYSIS**

The reclassification on the attached list is mutually agreed upon by both parties.

**SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

**FINANCIAL IMPLICATIONS**

The financial implications resulting from these reclassifications will be an additional cost to the appropriate 2022-23 budgets.







## Employee Reclassifications

Submitted for Board Approval March 9, 2023

[v.3.28.2023.p.1|1]

Employee Name Location Assignment & Department	From	To	Effective Date
<b>Gutierrez, Nicole</b> SBVC Technical Training	Administrative Assistant II Classified Schedule Range 37, Step D	Administrative Assistant III Classified Schedule Range 41, Step A	10/08/21

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Kristina Hannon, Vice Chancellor of Human Resources and Police Services

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval of Management Job Description and Update to the Management Salary Schedule

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the Management job description and revised management salary schedule as presented.

1. Job Descriptions
  - Business Services Administrator
  - District Director of Grants
  - Environmental Health & Safety Administrator
  - Police Sergeant
2. Revised Management Salary Schedule

### **OVERVIEW**

The job descriptions are necessary to better align the organizational structure, provide for succession planning from within SBCCD, and provide for continuity and consistency of services. The revised management salary schedule reflects these proposed positions and changes.

### **ANALYSIS**

All job descriptions have been reviewed to ensure they meet internal and external alignment of duties and provide clear expectation of duties. The job descriptions reflect the representative duties and responsibilities, as well as the appropriate minimum qualifications for the positions.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

### **FINANCIAL IMPLICATIONS**

The cost of employment is included in the appropriate 2022-2023 budgets.





## Business Services Administrator

Management Salary Range: I 4

Pending Board Approval: 04/13/2023 P. 1|4

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

### SUMMARY DESCRIPTION

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Under the direction of the appropriate administrator, the Business Services Administrator is responsible for assigned areas related to Business Services including purchasing, contracts administration, fixed assets inventory, insurance, and risk management.

### REPRESENTATIVE DUTIES

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*The following duties are typical for this classification.*

1. Manages areas related to Business Services, such as purchasing, contracts administration, fixed asset inventory, insurance, and risk management; oversees and provides support in assigned areas and is responsible for ensuring work is completed accurately and in a timely manner; ensures compliance to established policies and procedures.
2. Participates in the coordination of procurement activities within the enterprise resource planning system, managing district-wide contracting, maintaining asset inventory, and manages the liability and property insurance program.
3. Plans, prioritizes, assigns, supervises, reviews, and participates in duties related to District-wide purchasing, contracting, asset inventory, insurance, and risk management.
4. Analyzes business, fiscal and facilities legislation affecting the district, and makes related recommendations.
5. Establishes schedules and methods for providing technical procurement and contracting services; identifies resource needs; reviews needs with appropriate management staff; allocates resources accordingly.
6. Maintains records and prepares reports concerning operations, programs, and activities.
7. Assists in the coordination and response to property and liability claims.
8. Stays current with laws and regulations pertaining to contracts and property liability; implements changes as required.
9. Participates in the development and implementation of goals, objectives, and policies and procedures to support campus fiscal and business operations; makes recommendations for changes and improvements to existing standards, policies, and procedures; monitors work activities to ensure compliance with established policies and procedures.
10. Assists with the budget process and in the development of assigned budget(s); collects and analyzes financial data; reviews and analyzes budget requests; creates data tracking and reporting systems and monitors status.
11. Participates in the selection of assigned staff; provides or coordinates staff training.



## Business Services Administrator

### Management Salary Range: I 4

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12. Provides information and assistance to administrators, staff, and the public, responds to inquiries, coordinates communications with other departments and a variety of outside governmental offices and agencies.
13. Participates in year-end closing of the general ledger for year-end financial reporting.
14. Participates in the annual audit with internal and external auditors; assists to ensure audit is completed within District timelines.
15. Prepares reports for governmental jurisdictions and business matters as needed.
16. Attends and participates in professional group meetings; maintains awareness of new trends and developments in the field of procurement, contracts, assets, and insurance; incorporates new developments as appropriate into programs.
17. Supports the appropriate administrator with special projects and workflow process improvements.
18. Performs related duties as required.

### **MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

#### **Knowledge of:**

- Operations, services, and activities of a community college district procurement, contracts and insurance programs.
- Pertinent federal, state, and local laws, codes, and regulations.
- Property procedural requirements as they relate to property claims processing and management.
- Principles and practices of accounting and finance as related to a community college district.
- Application of electronic data processing to accounting practices and reporting requirements.
- Principles of supervision, training, and performance evaluation.
- Basic principles and practices of budget preparation and administration.
- Principles and procedures of record keeping and internal control.
- Principles of business letter writing and basic report preparation.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Generally Accepted Accounting Principles (GAAP), California Community Colleges Budget and Accounting Manual (BAM).

#### **Ability to:**

- Analyze and solve problems.
- Understand financial reporting and general ledger structure.
- Understand the organization and operation of the District and of outside agencies as necessary to assume assigned responsibilities.



## Business Services Administrator

### Management Salary Range: I 4

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- Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.
- Prepare clear and concise reports.
- Plan, organize and participate in financial and statistical record-keeping activities.
- Plan and organize work to meet changing priorities and deadlines.
- Respond to questions and inquiries from employees and outside suppliers with tact and proficiency.
- Demonstrate a sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, and ethnic backgrounds of community college students and personnel, including those with physical or learning disabilities.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

### **Education and Experience Guidelines**

#### **Education/Training:**

A Bachelor's Degree from an accredited college or university with major course work in accounting, finance or related field.

#### **Experience:**

Three (3) years of increasingly responsible general business services experience that includes one (1) year of increasingly responsible experience in procurement and contracts administration.

#### **Equivalency Provision:**

In the absence of a Bachelor's Degree, an Associate's Degree or sixty (60) units from an accredited college or university with major course work in accounting, finance or related field and four (4) years of increasingly responsible general business services experience that includes two (2) years of increasingly responsible experience in procurement and contracts administration is qualifying.

#### **Preferred Experience:**

1. Experience working in a California community college or any public agency business office environment.
2. Experience working as a supervisor or lead.

## **PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office setting.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and



## Business Services Administrator

### Management Salary Range: I4

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twist; to lift, carry, push, and/or pull up to 25 pounds; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

**Vision:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

**Hearing:** Hear in the normal audio range with or without correction.



## District Director of Grants Development & Administration

Management Salary Range: ~~16~~ 19

Pending Board Approval: ~~11/8/2018~~ 04/13/2023 P. 1|4

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

### SUMMARY DESCRIPTION

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Under the direction of the ~~appropriate administrator~~ Associate Vice Chancellor of Government Relations & Strategic Communications, the District Director of Grants ~~develop, plan, direct and supervise grant projects~~ provides leadership, facilitates the exchange of information district-wide, and provides services associated with pre- and post-award administration of contracts and grants to assigned district units, college departments, and college foundations. ~~This position~~ The incumbent is responsible for identifying grants opportunities that advance the district's mission, writing major grant applications, and collaborating with faculty, staff, and managers from proposal development to award closeout, ensuring grants and contracts are compliant with applicable policies and procedures. ~~pre-award coordination of all grant applications for the college (or District), post-award budget development and support for faculty/staff in charge of grant-funded projects, search and notification of opportunities for external sources of funding including grants and foundations, grant-writing training, grant template development, and general oversight of grant development.~~ The Director serves as a liaison with community members, elected officials, funding source program and contract officers, resource developers nationally, and community organizations. ~~The Director provides leadership in the research and identification of external college priorities, and search requests.~~ The ideal incumbent will model and communicate SBCCD's values (accessibility, inclusion, integrity, courage, collaboration, and excellence) and have a passion to improve the lives of students and the surrounding community.

### REPRESENTATIVE DUTIES

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*The following duties are typical for this classification.*

1. Researches, and identifies ~~and recognize~~ local, state, and federal external opportunities that advance SBCCD's mission, district-wide priorities, and college educational master plans; advises district and college leadership on grants application strategies, potential opportunities and outcomes. ~~present viable funding opportunities and match district goals, college priorities, and search requests.~~
2. ~~Support, enhance, and supervise the efforts of Resource Development and Grants personnel~~ Collaborates with faculty, staff, and managers from proposal development to award closeout, ensuring grants and contracts are consistent with fiscal responsibility standards and district policies and procedures. Develops grant proposals that clearly communicate district objectives and how they align with the requirements of the grant.
3. Provides leadership in the identification and solicitation of grants, donations, annual giving campaigns planned giving, capital campaigns, endowments, planned annuities, scholarships corporate giving, academic and campus program donations, foundation leadership and training, alumni development, and community involvement as it relates to generating external sources of income to support the ~~district and the colleges~~ campus.
4. Works with district and college fiscal teams to create and manage budgets for grant-funded projects.



## District Director of Grants Development & Administration

Management Salary Range: ~~16~~ 19

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5. Facilitates district-wide communication and alignment related to grant proposal development to award closeout, ensuring that grants and contracts are consistent with district priorities, policies, procedures, and fiscal responsibility standards.
6. ~~Coordinate grant writing on behalf of the colleges and district entities through alignment of grant development processes and priorities established with contracted grant consulting firms and independent contractors~~ Collaborates with foundations and grant writers district-wide to align efforts.
7. ~~Provide assistance in the planning, writing, program design, budget development, and evaluation of grant funded project~~ Collaborates with district and college leadership to develop and continuously refine internal roles, responsibilities, and procedure to pursue, write, submit, and implement grant projects.
8. ~~Assists~~ Supports faculty and staff in grant implementation and management, including ~~instruction of~~ internal fiscal procedures, ~~and~~ funding agency compliance, grant documentation, and assistance with all issues of financial, personnel, payroll, purchasing, reporting and administration of funded awards.
9. ~~Create, design and implement processes and procedures related to grant management and proposal development.~~
10. Collaborates with district and college offices of institutional research; conducts and coordinates research related to needs assessment and background information for proposal development efforts.
11. ~~Advise project directors and principal investigators regarding negotiation of new grants, effective startups and grant management issues.~~
12. Works with faculty and staff to identify and resolve budget and compliance issues.
13. Supports in donor cultivation and serves as a liaison with funding source programs and contract officers, government agencies, elected officials, philanthropic funders, and ~~with~~ community organizations.
14. Provides guidance for internal and external program audits and reviews.
15. ~~Ensure that grant expenditures are reasonable, allocable and allowable according to agency guidelines.~~
16. ~~Maintain official records and documents of the District Office of Grants Development and Administration~~ Develops and maintains a master calendar of grants and prospects and all associated files and correspondence.
17. Uses appropriate technology and data systems to manage and monitor grants; develops and maintains monthly district-wide grant activity report including a master list of funding opportunities in-progress and planned, pending grant submissions, grants awarded, and grant proposals not awarded.
18. Tracks progress toward organizational and programmatic outcomes and goals; monitors and maintains grant maker's reporting schedules and requirements; tracks compliance and reporting milestones, including outcome measurement and grant budgets; assumes responsibility for meeting high standards of effectiveness, timeliness, and completeness.
19. Drafts compelling progress reports and program updates (e.g. press releases, newsletter articles, social media posts) to grant makers, district leadership, and community stakeholders that fully capture programmatic success.
20. Compiles all necessary supporting materials and documents including budget reports, outcome measurements, success stories, etc., to submit reports to grant makers.
21. Attends and participates in professional development opportunities.
22. Consults and advises with the Associate Vice Chancellor of Government Relations & Strategic Communication to anticipate, prevent, and diplomatically resolve difficult and sensitive inquiries, conflicts and complaints with internal and external stakeholders.
23. Supervises and evaluates assigned employees.
24. Performs related duties as required.





## District Director of Grants Development & Administration

Management Salary Range: ~~16~~ 19

Pending Board Approval: ~~11/8/2018~~ 04/13/2023 P. 3|4

### MINIMUM QUALIFICATIONS

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

#### Knowledge of:

- Principles of grant writing, grant management, and partnership development.
- Practices of grant administration, including funding sources, administrative requirements, cost principles and state and federal regulations.
- Budget planning and development, proposal development, assembly and submission.
- Principles and practices of financial management.
- Principles of public and non-profit administration.
- Principles and practices of personnel supervision, training, and performance evaluation.
- Correct and accurate English usage, spelling, grammar, and punctuation
- Applicable uses of word processing, spreadsheet and database software packages.
- Pertinent federal, state, and local laws, codes, and regulations relating to grant writing, administration and management.

#### Ability to:

- Oversee and participate in the management of a comprehensive resource development and grant management program.
- **Organize, facilitate, and oversee working meetings and public relations events.**
- Oversee, direct, and coordinate the work of lower-level staff.
- Participate in the selection and recommendation, supervision, training, and evaluation of staff.
- Participate in the development and administration of goals, objectives, and procedures for assigned area.
- Gather and analyze data and situations and make appropriate decisions.
- Prepare and present comprehensive, concise, clear oral and written reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply California Education Code, Title 5, federal, state, and local policies, laws, and regulations as it relates to the position.
- Demonstrate a sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, and ethnic backgrounds of community college students and personnel, including those with physical or learning disabilities.
- Establish and maintain cooperative working relationships with funding agencies, auditors and community.
- Demonstrate professionalism, fairness, **diplomacy**, and honesty in all aspects of the performance of duties.
- Provide leadership based on ethics and principles as they relate to resource development and grant functions and operations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.



## District Director of Grants Development & Administration

Management Salary Range: ~~16~~ 19

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### Education and Experience Guidelines:

#### **Education/Training:**

A Bachelor's degree from an accredited college or university.

#### **Required Experience:**

1. Five (5) years of recent grant development and monitoring experience, ~~preferably in an educational setting~~; OR
2. Five (5) years of recent experience in marketing, finance, community relations, ~~public administration, and/or fundraising and development, preferably in an educational setting~~; OR
3. Any combination of experience in the areas of grant development, grant monitoring, marketing, finance, community relations, fundraising or development equivalent to five (5) years.

#### **Preferred Experience:**

1. Experience in an ~~higher~~ educational setting.
2. Experience in non-profit organizations.
3. ~~A Master's degree from an accredited college or university.~~

## **PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

### **Environment:**

Work is performed primarily in a standard office setting with frequent interruptions and distractions; ~~frequent travel for meetings and events~~; extended periods of time viewing computer monitor; possible exposure to dissatisfied individuals.

### **Physical:**

Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight ~~up to 25 pounds~~; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

### **Vision:**

See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

### **Hearing:**

Hear in the normal audio range with or without correction.



## Environmental Health & Safety Administrator

Management Range: ~~12~~ 14

Pending Board Approval: 04/13/2023

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*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

### SUMMARY DESCRIPTION

Under the general supervision of the ~~Director of Facilities Planning & Construction~~ appropriate administrator, the Environmental Health & Safety Administrator plans, organizes, oversees, manages, coordinates, and administers the environmental and occupational health, safety and loss control management programs and activities of the San Bernardino Community College District.

### REPRESENTATIVE DUTIES

*The following duties are typical for this classification.*

1. Oversees, manages, coordinates, and administers a comprehensive environmental and occupational health, safety, and loss control management program.
2. In collaboration with the Police Department, develops and implements the District's disaster, emergency preparedness and response program and activities; assists in the development and revision of the District Emergency Operations plan as required.
3. Develops, implements, and promotes the District's environmental and occupational health, safety, and loss control management programs; monitors and evaluates the District's environmental and occupational health, safety management programs to ensure compliance with CAL OSHA/ASHA and related regulations.
4. Evaluates working conditions and operational practices and inspects District facilities and equipment to identify environmental, occupational health and safety hazards and other violations follows-up with location administrators regarding the timely correction of noted violations.
5. Performs investigations and responds to ~~ef~~ all complaints, accidents, and incidents independently and in coordination with other regulatory agencies as required; identifies, reports, and provides solutions to management and/or human resources regarding employee environmental and occupational health, safety, and loss control programs and regulatory compliances.
6. Collaborates with management to review accidents, hazard complaints, incidents reports, injuries and near misses and investigates causes; identifies areas of high injury and accident rated and develops safety programs to address them.
7. ~~Develops, Performs,~~ coordinates, facilitates, and conducts all environmental and occupational health, safety, and related training, including mandated training programs in compliance with local, state, and federal laws.
8. Collaborates with the Police Department to coordinate, facilitate, and conduct all disaster, emergency preparedness and response related training, workshops, and seminars for staff, faculty, and students.
9. Develops educational, technical and promotional materials such as posters, brochures, newsletters, to create and increase the District's environmental, health, safety, and emergency preparedness awareness; maintains the District's Environmental, Health and Safety website; develops web-based communications systems for dissemination of environmental health and safety information.
- ~~10. Assists in the development and revision of the District Emergency Operations plan as required.~~
11. In coordination with the appropriate administrator, prepares, recommends and implements



## Environmental Health & Safety Administrator

Management Range: ~~12~~ 14

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budgets for ~~disaster and~~ safety-related equipment ~~and supplies~~; advises on the development of specifications for ~~purchases the purchase of safety materials and safety-related equipment~~; ~~maintains inventory and~~ periodically checks the operation and use of equipment to ensure performance and conformance with District standards.

12. Assists managers in conducting job hazard analysis and works with managers and employees to correct safety violations and hazards.
13. Administers a hazardous materials program including waste minimization procedures; reviews chemicals used by the District; in conjunction with the campus, administrative services, District facilities and District Police, coordinates the first responder clean-up for hazardous waste spills/incidents; provides technical guidance in the clean-up and removal of hazardous materials/waste; ~~ensures hazardous waste and surplus chemicals are disposed of in compliance with local and state regulations; prepares waste regulatory reports as required.~~
14. ~~Collaborates with the Police Department to identify availability of state and federal funds; researches, prepares, and assists in writing grant proposals and reports.~~
15. ~~In collaboration with the Police department, participates in the assignment of campus/District Office Community Emergency Response Training (CERT) teams and building captains for each site; coordinates and facilitates training and exercises.~~
16. ~~Collaborates with the Police Department to identify external disaster/emergency preparedness resources and builds relationship with external stakeholders and advocates for those resources for the District.~~
- ~~17. Ensures that hazardous waste and surplus chemicals are disposed of in compliance with local and state regulations; prepares waste regulatory reports.~~
18. Advises management on technical and administrative matters related to environmental and occupational health, safety and risk/loss management, ~~disaster, emergency preparedness, and response management~~ programs.
- ~~19. Oversees District safety training and mandated training programs in compliance with local, state and federal laws.~~
- ~~20. Responds, investigates, and identifies all employee environmental, occupational health and safety complaints and anonymous hazard reporting; reports safety issues to Human Resources.~~
- ~~21. Collaborates with management to review accidents, hazard complaints, incidents reports, injuries and near misses and investigates causes; identifies areas of high injury and accident-rated and develops safety programs to address them.~~
22. In coordination with the appropriate administrator, oversees and manages loss control/safety, incident management system (IMS)/ learning management system (LMS) software, safety data sheet (SDS) and safety training database vendors, reconciles invoices and initiates payments for contacted services rendered.
23. Serves on the District's Safety Committee; participates as needed in campus Safety Committee meetings.
24. Participates in agency-wide department and project meetings and construction meetings to review designs and activities associated with District facilitates and projects; attends conferences, trainings and seminars to keep abreast of industry practices, trends, health, safety, loss control legislative and regulatory changes; evaluates implications for District policies, programs and operations and recommends changes to ensure compliance.
25. Serves as the liaison with governmental and regulatory agencies; anticipates, prevents, and resolves conflicts and complaints; responds to sensitive inquiries.
- ~~26. Maintains the District's Environmental, Health and Safety website; develops web-based~~



## Environmental Health & Safety Administrator

Management Range: ~~12~~ 14

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~~communications systems for dissemination of environmental health and safety information.~~

27. Performs related duties as required.

### MINIMUM QUALIFICATIONS

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

#### Knowledge of:

- Operational characteristics, services, and activities of an environmental and occupational health, safety and loss control management program.
- ~~Operational characteristics, services, and activities of an environmental and occupational health, safety and loss control management program.~~
- Operational characteristics, services, and activities of an disaster and emergency preparedness program.
- Principles and practices of environmental, occupational health, safety, and loss control management.
- Principles, practices, methods and techniques of training.
- Methods and techniques of accident reporting and investigations.
- Principles and practices of program development and administration.
- Principles and practices of budget preparation and administration.
- Principles of supervision, training, and performance evaluation
- Pertinent federal, state and local laws, codes and regulations relating to environmental, occupational health, safety, and loss control management.

#### Ability to:

- Oversee and participate in the management of a comprehensive environmental, occupational health, safety, and loss control management program.
- Oversee, direct, and coordinate the work of lower level staff.
- Participate in the development and administration of goals, objectives, and procedures for assigned area.
- Gather and analyze data and situations and make appropriate decisions.
- Prepare and present comprehensive, concise, clear oral and written reports.
- Analyze problems, identify alternative solutions, project consequences of proposed actions implement recommendations in support of goals.
- Interpret and apply California Education Code, Title 5, federal state, and local policies, laws and regulations related to environmental, occupational health, safety, and loss control management.
- Demonstrate professionalism, fairness and honesty in all aspects of the performance of duties.
- Provide leadership based on ethics and principles as they related to environmental, occupational health, safety, loss control management functions and operations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

### Education and Experience Guidelines

#### Education/Training:

- A Bachelor's degree from an accredited institution in environmental, occupational



## Environmental Health & Safety Administrator

Management Range: ~~12~~ 14

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health or safety, business, public administration, science, engineering or related field.

### **Required Experience:**

- Two (2) years of experience in environmental, occupational health, safety, and risk/loss control management.

### **Equivalency Provision:**

- In the absence of a Bachelor's degree from an accredited institution in environmental, occupational health or safety, business, public administration, science, engineering or related field, sixty (60) semester units from an accredited institution and four (4) years of experience in environmental, occupational health, safety, and risk/loss control management is qualifying.

### **License and Certification:**

- Current and valid California driver's license and ability to maintain insurability under the District's vehicle insurance policy.

### **Preferred Experience:**

- Possession of HAZWOPER certification, OSHA outreach trainer/10 & 30-hour certification in general industries or construction, Associate/Certified Safety Professional (ASP/CSP), Certified Risk/Loss Control Manager (CRM), Certified Asbestos, Site Surveillance Technician (CSST), Certified Asbestos Consultant (CAC), EPA Lead-Paint Renovator, Department of Public Health State Certified Lead-Paint Certifications and/or equivalent certifications or registrations.
- Experience in the California Community College environment.

## **PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office setting. Occasional exposure to risks controlled by safety precautions.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to occasionally lift, carry, push, and/or pull light to moderate amounts of weight up to 30 pounds; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

**Vision:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

**Hearing:** Hear in the normal audio range with or without correction.



## Police Sergeant

Management Range: ~~14~~ 16

Board Approved: 06/20/2019

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*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

### SUMMARY DESCRIPTION

Under the general supervision of the ~~Police Lieutenant or the~~ Chief of Police ~~in the Lieutenant's absence~~ trains, assigns, directs, and supervises the activities of sworn, non-sworn, and other police department employees in the day-to-day police and security operations of the San Bernardino Community College District Police and Security Department; completes assignments requiring the integration of law enforcement and technical skills, knowledge, and abilities, performs difficult investigations; participates in disaster preparedness planning; and performs related duties as required.

### REPRESENTATIVE DUTIES

The following duties are typical for this classification.

1. Exercises first-level supervision over the district police department's sworn, non-sworn and other police department employees, engaged in patrol, traffic or parking enforcement, training administrative support, investigations, district security functions or other assigned activities.
2. Participates in crime prevention and community policing programs; prepares and delivers presentations on campus safety to students, faculty and staff and the public; reviews, interprets, updates and recommends the purchase of crime prevention materials; investigates crime prevention methods and training materials for department personnel.
3. Coordinates shift and training schedules to ensure adequate coverage; prepares and conducts briefings and serves as a reference for subordinates.
4. Performs duties of College Police Officer as a regular part of assignment.
5. Conducts investigations; interviews and interrogates witnesses, victims, and suspects; takes charge of investigations as assigned; prepares detailed reports on investigation findings and action taken. Testifies in court and may testify as an expert.
6. Prepares and/or reviews all written reports on theft, vandalism and other related incident or crimes; makes arrests when warranted; books suspects and completes reports as necessary; assists with the presentation of investigative findings to the District Attorney for prosecution.
7. Reviews, analyzes, and evaluates reports and records; discusses reports with subordinates to ensure accuracy and completeness; assists subordinates in writing reports.
8. Responds to and resolves on-site problems as they occur and advises ~~Police Lieutenant or~~ Chief of Police and/or appropriate administrator on police and security matters.
9. Assists officers and others in handling police/security problems, responds to call for service, and ~~may~~ performs watch commander duties.
10. Conducts first level supervision of emergency operations, crime scenes and investigations as assigned.
- ~~11. Participates in selection, performance, evaluation, and counseling of assigned police and security officers and other police department employees.~~
- ~~12. Assists in coordination of training preparedness and makes recommendations for equipment and revision of departmental and District procedures and policies.~~





## Police Sergeant

Management Range: ~~14~~ 16

Board Approved: 06/20/2019

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13. ~~Acts Serves~~ as liaison with external law enforcement agencies and officials; ~~participates in county, regional and state disaster, emergency preparedness, and responses.~~
- ~~14. Testifies in courts and may testify as an expert.~~
- ~~15. Prepares and issues all schedules with the Chief of Police approval.~~
- ~~16. Conducts briefing and serves as a reference for subordinates.~~
17. ~~Works with Chief of Police to~~ Oversees department training to ensure compliance with POST requirements; attends training programs on crime prevention, drug and alcohol trends, defense and de-escalation tactics, traffic stops, report writing, and legal updates as needed;
18. Establishes training programs, schedules ~~and instructs~~ various courses, ~~instructs various courses,~~ and plans ~~scenario-based training tactical situations.~~
19. Reviews effectiveness of operating procedures and makes recommendations for improvement.
20. Oversees use of force incidents, vehicle pursuits and officer involved traffic collisions; investigates citizen complaints on employee conduct; conducts sensitive internal investigations and prepares related reports. ~~Investigates citizen complaints on employee conduct and prepares related reports.~~
21. Participates in the development and implementation of the District's disaster, emergency preparedness and response program and activities, including coordination of all emergency planning efforts with medical, health, and public safety agencies throughout the city, county, state, and federal governments.
22. ~~Coordinates and~~ participates in disaster preparedness planning and training; ~~makes recommendations for equipment and revision of departmental and District procedures and policies.~~
23. Advises management on technical and administrative matters related to disaster, emergency preparedness and response management programs.
24. Participates in the development of the District Police Departments budget; provides information for budget proposals for funding, staffing, and supplies, including disaster equipment and supplies; implements a system to maintain adequate inventory of equipment and supplies.
25. Collaborates with the Environmental Health & Safety Administrator identify availability of state and federal funds; researches, prepares, and assists in writing grant proposals and reports.
26. Participates in the assignment of campus/District Office Community Emergency Response Training (CERT) teams and building captains for each site; coordinates and facilitates training and exercises.
27. Responds to and assists in the management of events leading up to and including Emergency Operations Center (EOC) activations; serves as EOC Coordinator in an advisory capacity providing technical assistance and support for the Chancellor or designee during emergency and EOC operations.
28. Identifies external disaster/emergency preparedness resources and builds relationships with external stakeholders and advocates for those resources for the District.
29. Organizes, directs, and coordinates the department's Field Training Officer's program.
30. Interprets and adheres to laws, rules, and regulations affecting the District's Police Department, including but not limited to the California Government, Education, Penal, Vehicle, Business and Professions, Health, and Safety Codes, and provides guidance to District Police Department personnel.
31. Ensures compliance ~~complies~~ with state and federal crime data reporting mandates, including Clery Act, district rules, policies, and procedures ~~and the San Bernardino Community College Board Policy and Administrative Regulations.~~





## Police Sergeant

Management Range: ~~14~~ 16

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~~32. Complies with state and federal crime data reporting mandates, including Clery Act.~~

33. ~~Stays current with and complies~~ ensures compliance with mandates to maintain POST certification and POST Continuing Professional Training requirements for peace officers. Oversees the maintenance of records of training and other applicable POST requirements and control of property and evidence; ~~stays current with and complies~~ ensures compliance with mandates to maintain POST certification and POST Continuing Professional Training requirements for peace officers.
34. Participates in the selection, performance, evaluation and counseling of sworn, non-sworn and other police department employees.
35. Conducts personnel and equipment inspections. Assists officers and others in handling police/security problems and responds to calls for service. May conduct special studies on police problems.
36. Prepares reports for department and/or District use as requested ~~higher ranking Police and/or District Officials.~~
37. Participates in the formulation and implementation of department goals and objectives.
38. Represents or serves as department head in the absence of the Chief of Police or when assigned.
39. Travels to all sites where is presence is required.
40. Works effectively with people at all levels of the organization including management, faculty staff and students; and is sensitive to and understands the diverse academic, socio-economic, cultural, disability, and ethnic backgrounds of the campus community and the public.
41. Performs other duties as assigned.

## MINIMUM QUALIFICATIONS

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

### Knowledge of:

- Operations, services and activities of law enforcement program.
- Pertinent federal, state, and local laws, codes, and regulations including applicable sections of state Education Code, Government, Vehicle, Penal, Health & Safety Codes, and juvenile laws.
- Annual Security Report and Clery Act.
- Rules of evidence pertaining to search, seizure, and preservation of evidence.
- Police methods and procedures including patrol, crime prevention, traffic control, investigation, and identification procedures and techniques.
- Applicable court procedures.
- Techniques and applications of self-defense and proper use of force.
- Operational characteristics of police equipment, vehicles, and tools including firearms.
- Sound supervisory methods and practices.
- Methods and techniques used in interviewing witnesses, victims or suspects.
- Principles or practices of data collection and analysis.
- Methods and techniques of report preparation and writing.
- Report writing techniques and basic budgetary principles.
- Police administration principles and practices.
- Crowd control techniques, with particular emphasis on a college environment.



## Police Sergeant

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- Principles and procedures of record keeping and filing.
- Principles and applications of public relations
- English usage, spelling, grammar, and punctuation.
- Police administration principles and practices.
- Crowd control techniques, with particular emphasis on a college environment.

### Ability to:

- Plan, organize and direct Police operations.
- Perform the administrative tasks required of supervisors.
- Supervise a staff including sworn and non-sworn employees.
- Enforce pertinent laws, rules and regulations, develop and implement security procedures and method.
- Detect and analyze situations accurately and adopt an effective course of action.
- Train, supervise and evaluate subordinate personnel.
- Speak and write effectively.
- Interrogate suspects an interview victims and witnesses.
- Prepare clear and concise reports and records.
- Interact with others with courtesy and respect.
- Establish and maintain cooperative working relationships with persons contacted during the course of the work.
- Conduct investigations.
- Participate in planning and conducting training.
- Collect, organize analyze and evaluate data.
- Perform vehicular pursuit of persons in vehicle or on foot.
- Perform duties involving strenuous physical activity.
- Exercise sound judgment.
- Perform duties involving intense interpersonal situations.
- Understand and follow oral and written instruction, work rules, regulations and procedures.
- Provide effective supervision.
- Communicate effectively, both orally and in writing.
- Accept supervision and constructive criticism.
- Appear for work on time.
- Work in a culturally diverse environment sensitivity to and understanding of the diverse academic socio-economic, disability, and ethnic background of community college students.
- Work in a collegial environment and shared governance structure.

### Education and Experience Guidelines

#### Education/Training:

- High School Graduate or the equivalent.



## Police Sergeant

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### Experience:

- Three (3) years of full-time employment as a peace officer.

### License or Certificate:

- Possess valid California POST Basic or academy certificate issued by an accredited California law enforcement institution.
- Proof of completing of College Police Officers' Training as required by Penal Code 832.3 (g) (h) within two ~~one~~ (2) years of the date of first employment.
- Possess valid First Aid and CPR Certificates prior to employment.
- Successful completion of a P.O.S.T. certified Supervisory Course within one (1) year of appointment.
- Possess a valid California Driver's License prior to appointment and maintain a safe driving record during the course of employment.

## **WORKING CONDITIONS**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

The District Police Department is a 24-hour-per-day, 7-days-a-week operation, which requires rotating shift work (days, swing, or graveyard shifts, weekends and holidays).

**Environment:** Reactive emergency, natural or man-made disaster, and routine peace keeping environments with travel from site to site, regular exposure to outside weather conditions occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, blood borne pathogens and bodily fluids, extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration, exposed to potentially hostile, environments, extensive public contact; the noise level is usually moderate; however, the noise level is occasionally very loud due to sirens; incumbents required to work various shifts, including evenings and weekends.

**Physical:** Primary functions require sufficient physical ability and mobility to work in a law enforcement setting and an office setting, restrain or subdue individuals, walk, stand, sit or run for prolonged periods of time, occasionally stoop. Bend, kneel, crouch, reach, and twist, occasionally climb and balance, regularly push, pull, lift and/or carry light to moderate weights; occasionally lift and/or move heavy weights; operate office equipment including use of computer keyboard; operate assigned patrol and security equipment including patrol car, patrol bicycle, and two-way radio; ability to speak and hear to exchange information; ability to operate a vehicle to travel to various locations; and to verbally communicate to exchange information.

**Vision:** See in the normal range with or without correction; vision sufficient to read computer screens and printed documents, and to operate assigned equipment.

**Hearing:** Hear in the normal audio range with or without correction.



## Police Sergeant

Management Range: ~~14~~ 16

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### **APPOINTMENT TO POLICE SERGEANT POSITION**

Appointment to this position is contingent upon satisfactory completion of a background investigation by an independent investigator including, but not limited to, investigation of a past employers, employment records, licenses, certifications, education, references, criminal and civil records, consumer credit check, medical and psychological examination. All applicants will be required to execute appropriate waivers and releases, answer questions, and be interviewed by investigator as a condition of employment.

RANGE	POSITION	STEP									
		A	B	C	D	E	F	G	H	I	J
1											
2											
3											
4											
5											
6	<ul style="list-style-type: none"> <li>Assistant Manager, Workforce Development</li> <li>Caltrans Work Crew Supervisor</li> <li>Tool Room Supervisor</li> </ul>	\$ 67,559	\$ 69,586	\$ 71,674	\$ 73,824	\$ 76,039	\$ 78,320	\$ 80,670	\$ 83,090	\$ 87,245	\$ 91,607
7		\$ 70,939	\$ 73,067	\$ 75,259	\$ 77,517	\$ 79,842	\$ 82,237	\$ 84,704	\$ 87,245	\$ 91,607	\$ 96,187
8	<ul style="list-style-type: none"> <li>Circulation Supervisor</li> <li>Custodial Supervisor</li> </ul>	\$ 74,484	\$ 76,719	\$ 79,021	\$ 81,392	\$ 83,834	\$ 86,349	\$ 88,939	\$ 91,607	\$ 96,187	\$ 100,996
9	<ul style="list-style-type: none"> <li>Printing &amp; Graphic Services</li> </ul>	\$ 78,209	\$ 80,555	\$ 82,972	\$ 85,461	\$ 88,025	\$ 90,666	\$ 93,386	\$ 96,188	\$ 100,997	\$ 106,047
10	<ul style="list-style-type: none"> <li>Aquatics Director</li> <li>Braille Program Manager</li> <li>College Corps Program Manager</li> <li>Emergency Manager</li> <li>Food Services Supervisor</li> <li>Maintenance &amp; Grounds Supervisor</li> <li>Manager, Workforce Development</li> </ul>	\$ 82,119	\$ 84,583	\$ 87,120	\$ 89,734	\$ 92,426	\$ 95,199	\$ 98,055	\$ 100,997	\$ 106,047	\$ 111,349
11	<ul style="list-style-type: none"> <li>Project Administrator, Career Education</li> </ul>	\$ 86,226	\$ 88,813	\$ 91,477	\$ 94,221	\$ 97,048	\$ 99,959	\$ 102,958	\$ 106,047	\$ 111,349	\$ 116,916
12	<ul style="list-style-type: none"> <li>Assistant Director of Resource Development</li> <li>Environmental Health &amp; Safety Administrator</li> </ul>	\$ 90,536	\$ 93,252	\$ 96,050	\$ 98,932	\$ 101,900	\$ 104,957	\$ 108,106	\$ 111,349	\$ 116,916	\$ 122,762
13	<ul style="list-style-type: none"> <li>Manager, Regional Employer Engagement</li> </ul>	\$ 95,064	\$ 97,916	\$ 100,853	\$ 103,879	\$ 106,995	\$ 110,205	\$ 113,511	\$ 116,916	\$ 122,762	\$ 128,900
14	<ul style="list-style-type: none"> <li>Business Services Administrator</li> <li>Business Systems Administrator</li> <li>Director, Child Development Center</li> <li>Director, Marketing &amp; Public Relations</li> <li>Director, Workforce Development</li> <li>Environmental Health &amp; Safety Administrator</li> <li>Manager, CalWORKs &amp; Workforce Development</li> <li>Manager, Production</li> <li>Payroll Manager</li> <li>Police Sergeant</li> </ul>	\$ 99,817	\$ 102,812	\$ 105,896	\$ 109,073	\$ 112,345	\$ 115,715	\$ 119,186	\$ 122,762	\$ 128,900	\$ 135,345
15	<ul style="list-style-type: none"> <li>Accounting Services Manager</li> <li>Director, Adult Education Block Grant (AEBG)</li> <li>Police Lieutenant</li> </ul>	\$ 104,807	\$ 107,951	\$ 111,190	\$ 114,526	\$ 117,962	\$ 121,501	\$ 125,146	\$ 128,900	\$ 135,345	\$ 142,112
16	<ul style="list-style-type: none"> <li>Facilities Project Manager</li> <li>Police Sergeant</li> </ul>	\$ 110,049	\$ 113,350	\$ 116,750	\$ 120,252	\$ 123,860	\$ 127,576	\$ 131,403	\$ 135,345	\$ 142,112	\$ 149,218

RANGE	POSITION	STEP										
		A	B	C	D	E	F	G	H	I	J	
17	•Associate Director of Bond Program Planning and Construction	\$ 115,550	\$ 119,016	\$ 122,586	\$ 126,264	\$ 130,052	\$ 133,954	\$ 137,973	\$ 142,112	\$ 149,218	\$ 156,679	
	•Associate Director of Energy, Sustainability & Safety Administration											
	▪ Associate Director, Fiscal Services											
	▪ Associate Director, Human Resources											
	▪ Campus Director of Marketing, Creative Services & Public Affairs											
	▪ Campus Project Manager - Measure CC											
	▪ Director, Alternative Text Production Center											
	▪ Director, of Audits and Analysis											
	▪ Director, Economic Development Corporate Training											
	▪ Director of Grants Development & Administration											
	▪ Director, Library and Learning Support Services											
	•Director, Police Academy											
	▪ Director, Television											
	▪ Director, Workforce Development DSN ICT											
	▪ Manager, Programming – KVCR TV/FM											
	▪ Local Business Outreach Administrator - Measure CC											
	18	• Development Director	\$ 121,328	\$ 124,968	\$ 128,717	\$ 132,578	\$ 136,555	\$ 140,652	\$ 144,872	\$ 149,218	\$ 156,679	\$ 164,513
▪ Director of Athletics												
▪ Director of Operations												
▪ Director, Admissions & Records												
•Director, Development & Strategic Relations - KVCR												
▪ Director, EOPS & CARE, SBVC												
▪ Director, Financial Aid and Scholarships												
▪ Director, MESA												
▪ Director, Outreach & Educational Partnerships												
▪ Director, Secondary Educational Partnerships (SBVC)												
▪ Director, STEM-MESA												
▪ Director, Student Accessibility Services (SAS)												
▪ Director, Technology Services												
19	▪ Associate Dean, Health Services and Director of Nursing	\$ 127,394	\$ 131,216	\$ 135,152	\$ 139,207	\$ 143,383	\$ 147,684	\$ 152,115	\$ 156,678	\$ 164,512	\$ 172,738	
	▪ Director, Corporate & Strategic Relations - KVCR											
	▪ Director, Development & Community Relations											
	▪ Director, Facilities, Maintenance & Operations											
	▪ Director of Institutional Advancement											
	▪ Director, KVCR Broadcast Media Systems											
	▪ Director, Student Life											
	▪ District, Director of Grants											

RANGE	POSITION	STEP									
		A	B	C	D	E	F	G	H	I	J
20	▪ Director, Administrative Application Systems	\$ 133,763	\$ 137,776	\$ 141,909	\$ 146,166	\$ 150,551	\$ 155,068	\$ 159,720	\$ 164,512	\$ 172,738	\$ 181,375
21	▪ Associate Dean, Student Support Services ▪ Business Manager ▪ Chief of Police ▪ Director, Facilities, Planning, Emergency Management & Construction ▪ Director, Fiscal Services ▪ District Director of Research, Planning & Institutional Effectiveness ▪ Director of Diversity, Equity, and Inclusion ▪ Director, Human Resources, and Labor Relations ▪ Executive Director, KVCR	\$ 140,452	\$ 144,666	\$ 149,006	\$ 153,476	\$ 158,080	\$ 162,822	\$ 167,707	\$ 172,738	\$ 181,375	\$ 190,444
22		\$ 147,474	\$ 151,898	\$ 156,455	\$ 161,149	\$ 165,983	\$ 170,963	\$ 176,092	\$ 181,375	\$ 190,444	\$ 199,966
23	▪ Dean, Student Services ▪ Dean of Academic Success, Grants and Learning Services (SBVC) ▪ Dean of Research, Planning, & Institutional Effectiveness ▪ Dean of Research, Planning, & Institutional Effectiveness with Grants Oversight ▪ Division Dean (Instructional) ▪ Division Dean (Non-Instructional)	\$ 154,850	\$ 159,495	\$ 164,280	\$ 169,208	\$ 174,284	\$ 179,513	\$ 184,898	\$ 190,445	\$ 199,967	\$ 209,965
24	▪ Senior District Director of Marketing, Public Relations & Legislative Affairs	\$ 162,591	\$ 167,469	\$ 172,493	\$ 177,668	\$ 182,998	\$ 188,488	\$ 194,143	\$ 199,967	\$ 209,965	\$ 220,463
25	▪ Chief Technology Officer ▪ Executive Director, Economic Development & Corporate Training ▪ Executive Director, Research Planning Institutional Effectiveness	\$ 170,721	\$ 175,843	\$ 181,118	\$ 186,552	\$ 192,149	\$ 197,913	\$ 203,850	\$ 209,965	\$ 220,463	\$ 231,486
26	▪ Vice President, Administrative Services ▪ Vice President, Instruction ▪ Vice President, Student Services	\$ 179,257	\$ 184,635	\$ 190,174	\$ 195,879	\$ 201,755	\$ 207,808	\$ 214,042	\$ 220,463	\$ 231,486	\$ 243,060

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Kristina Hannon, Vice Chancellor, Human Resources & Police Services

**DATE:** April 13, 2023

**SUBJECT:** Consideration Approval of the Ratification of the POA Bargaining Agreement, Articles, and Appendices

### **RECOMMENDATION**

It is recommended that the Board of Trustees ratify the Bargaining Agreement, Articles, and Appendices between the San Bernardino Community College District and San Bernardino Community College District Police Officers' Association (POA).

### **OVERVIEW**

The San Bernardino Community College District and POA reached an agreement on the Articles and Appendices for the Bargaining Agreement, as set forth in the attached documentation, effective July 1, 2020, through June 30, 2023.

The POA membership ratified the Bargaining Agreement, Articles, and Appendices, effective March 1, 2023.

### **ANALYSIS**

On February 7, 2023, the Parties met and reached an agreement.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

The costs are included in the appropriate 2022-2023 budgets.





AGREEMENT BETWEEN  
**SAN BERNARDINO COMMUNITY COLLEGE  
DISTRICT (SBCCD)**  
AND  
**SAN BERNARDINO COMMUNITY COLLEGE  
DISTRICT POLICE OFFICERS' ASSOCIATION  
(SBCCDPOA)**

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JULY 1, 2020 – JUNE 30, 2023



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## PREAMBLE

This is an agreement made and entered into the 1<sup>st</sup> day of July 2020, between the San Bernardino Community College District, hereinafter referred to as DISTRICT, and the San Bernardino Community College District Police Officer Association, hereinafter referred to as ASSOCIATION. Reference to the PARTIES shall include both the DISTRICT and the ASSOCIATION.

## ARTICLE 1: RECOGNITION

- 1.1 The DISTRICT recognizes the ASSOCIATION as the exclusive representative for all sworn college school police officers except those positions identified as management and non-sworn employees. Excluded are all other employees.
- 1.2 The DISTRICT agrees to not contract or assign police service of unit members as outlined in the DISTRICT Job Description for College Police Officers dated June 21, 2018, and as modified thereafter, to either non-sworn employees or through an outside contractor without first meeting and conferring with the ASSOCIATION.

## ARTICLE 2: MANAGEMENT RIGHTS

- 2.1 It is understood and agreed that the DISTRICT retains all of its powers and authority to direct, manage, and control its operation as specified by and to the full extent of the law, except as specified in this Agreement.
  
- 2.2 Included in, but not limited to, those duties and powers are the exclusive right to: determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; classify and reclassify; determine the number and kinds of personnel required; maintain the efficiency of DISTRICT operations; determine the curriculum; build; move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; determine the level of safety standards to comply with Federal and State requirements; and contract out work not customarily and routinely performed by bargaining unit members or where expressly forbidden by law. The DISTRICT also retains the right to hire, classify, evaluate, promote layoff, terminate, and discipline employees.
  
- 2.3 The DISTRICT retains its right to amend, modify, or rescind policies and practices set forth in this Agreement in cases of emergency and to determine when an emergency exists. For the purpose of this Article, the term “emergency” shall mean a situation which could not have been reasonably foreseen and which when not acted upon might incur loss of life or limb or serious damage to property such as a natural disaster, conflagration, epidemic, or work stoppage.
  
- 2.4 The exercise of these powers, rights, authority, duties, and responsibilities shall be directed by the DISTRICT; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
  
- 2.5 The ASSOCIATION, on behalf of its unit members, agrees that it will not cause, encourage, participate in, or support any strike, boycotting, or work stoppage, or refuse to render services or to work at any time during the term of this Agreement. In the event of a violation of this section by the ASSOCIATION and/or the unit members, the DISTRICT may, in addition to other remedies, discipline such unit members up to and including discharge. Unit members shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, work stoppage or other interruption of work.

### ARTICLE 3: NO DISCRIMINATION

- 3.1 It is understood and agreed that neither the DISTRICT nor the ASSOCIATION shall discriminate against any unit member because of rights guaranteed by the Educational Employment Relations Act. Such discrimination is subject to unfair practice procedures and shall not be grievable under Article 18 of this Agreement.
- 3.2 The San Bernardino Community College District complies with all state and federal rules and regulations and does not discriminate on the basis of race, color, national origin, gender, or disability. This holds true for all District employment and opportunities. Harassment of any employee/student with regard to race, color, national origin, gender, or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to the District's Title IX Officer and/or Section 504/ADA Coordinator. The Title IX Officer and/or Section 504/ADA Coordinator is the Vice Chancellor, Human Resources, or designee, Department of Human Resources, 550 E Hospitality Lane Suite 200, San Bernardino, CA 92408, (909) 388-6950.



## **ARTICLE 4: DUES AND ORGANIZATIONAL SECURITY**

### **4.1 PROVISIONS**

4.1.1 The DISTRICT shall deduct ASSOCIATION membership dues and any other agreed-upon payroll deduction to the extent permitted by law from the pay of each unit member in accordance with the procedures set forth herein.

### **4.2 DUES DEDUCTION**

4.2.1 The ASSOCIATION has the sole and exclusive right to have unit member organization membership dues and service fees deducted by the DISTRICT for unit members.

4.2.2 Employees shall communicate their request to begin or cancel membership deductions to the ASSOCIATION and the ASSOCIATION shall inform the DISTRICT. Dues paying bargaining unit members who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted by signing and filing with the ASSOCIATION an authorization form provided by the ASSOCIATION. The ASSOCIATION will notify the DISTRICT of the employee name and amount of dues to be withheld.

4.2.3 The DISTRICT agrees to direct each unit member to the ASSOCIATION with regard to any questions or concerns related to membership dues or any other mutually agree upon payroll deduction.

4.2.4 The ASSOCIATION is responsible for providing the DISTRICT with timely information regarding changes to unit member's dues and any other lawful ASSOCIATION related payroll deductions.

4.2.5 Dues withheld by the DISTRICT shall be transmitted monthly to the ASSOCIATION officer designated in writing by the ASSOCIATION as the person authorized to receive the funds, at the address specified.

4.2.6 If dues deduction would result in a negative balance for an employee, the dues will not be withheld, and the ASSOCIATION will be notified.

4.2.7 The ASSOCIATION shall refund to the DISTRICT any amounts paid to it in error upon presentation of supporting evidence. The DISTRICT will pay to the ASSOCIATION any amounts which were not deducted in accordance with the procedures prescribed in this Section.

- 4.2.8 The DISTRICT shall make payroll deductions in reliance on the ASSOCIATION'S certification that the ASSOCIATION has and will maintain an authorization signed by each unit member who affirmatively consents to pay ASSOCIATION membership dues. Similarly, the DISTRICT shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any unit member in reliance on information provided by the ASSOCIATION to the extent permitted by law.
- 4.2.9 The DISTRICT shall not request the ASSOCIATION to provide a copy of any unit member's authorization unless a dispute arises about the existence or terms of the authorization.
- 4.2.10 The ASSOCIATION shall indemnify, defend, protect and hold harmless the DISTRICT and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs, and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deductions the DISTRICT made in reliance on the ASSOCIATION'S certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the DISTRICT made in reliance on the information provided by the ASSOCIATION.

## ARTICLE 5: RIGHTS OF ASSOCIATION AND MEMBERS

- 5.1 Nothing in this Agreement shall be construed to deny or restrict any unit member's rights provided under the Educational Employment Relations Act or other applicable State Laws and Regulations. The PARTIES and the alternative right of unit members not to join the ASSOCIATION and participate in such activities.
- 5.2 The ASSOCIATION shall have the following rights in addition to any rights contained in other portions of this Agreement pursuant to the following:
- 5.2.1 **RIGHT OF ACCESS.** Authorized ASSOCIATION representatives shall have the right of access to areas in which bargaining unit members work at reasonable times for the purpose of contacting bargaining unit members and transacting ASSOCIATION business, provided such business or activity does not interfere with the school programs and/or duties of bargaining unit members and other DISTRICT employees. Upon arriving at a work site, any such representative shall first report to the office of the appropriate management person to announce ~~his/her~~ **their** presence and state the purpose for ~~his/her~~ **their** visit and the bargaining unit members ~~he/she~~ **they** intends to contact.
- 5.2.2 **COMMUNICATION.** Authorized ASSOCIATION representatives shall have the right to reasonable use of ASSOCIATION mailboxes located at the Police Station, including the use of official POA bulletin boards without charge, provided that all postings for bulletin boards or items for school mailboxes contain the name of the person and organization responsible for its promulgation. In the event the ASSOCIATION does not identify a specific individual for receipt of such material, the material shall be placed in an area frequented by ASSOCIATION members.
- 5.2.3 **FACILITIES.** Authorized ASSOCIATION representatives shall have the right to use DISTRICT facilities, equipment and buildings at reasonable times, providing such use does not interfere with the school programs and/or duties of bargaining unit members and other DISTRICT employees. Requests for the use of facilities shall be submitted in advance to the appropriate site administrator and all costs of materials are borne by the ASSOCIATION, unless waived by the Chancellor/or designee.
- 5.2.4 **COPIES OF THE CONTRACT.** The DISTRICT shall maintain this Agreement on the DISTRICT'S website in order to provide access to all employees.
- 5.2.5 **FINANCIAL INFORMATION.** Upon request by the ASSOCIATION, the DISTRICT shall make available to the ASSOCIATION all public documents relating to

finances which are relevant to the representation of the bargaining unit, after adoption by the Board of Trustees.

**5.2.6 BOARD AGENDA.** The DISTRICT shall provide the ASSOCIATION President with a printed copy of the Board Book as well as copies of the agenda prior to the meetings of the Board of Trustees.

**5.2.7 PAID RELEASE TIME.** The President of the ASSOCIATION or designee shall be granted ~~one-hundred (100) a two hundred and fifty (250)~~ hours of paid release time per fiscal year to be used for ASSOCIATION business. The President of the ASSOCIATION will be allowed to designate bargaining members other than the President to use portions of this allocation.

**5.2.7.1** The DISTRICT shall provide the ASSOCIATION the following release time to unit members:

- a. A written notice must be submitted to the DISTRICT at least five (5) days in advance, when possible, prior to such release.
- b. Any hours beyond the one-hundred (100) two hundred and fifty (250) hours requires approval of the DISTRICT.
- c. Any hours used by unit members as Presidential Paid Release Time shall be noted as "PRT" on the unit member's work report.

**5.2.7.2** Release time for statutory representational time, such as negotiations, ~~mediation~~, disciplinary meetings and attendance at grievance hearings shall not be charged against time as described ~~above~~ below.

**5.2.7.3** Individual unit members may not use more than five (5) ASSOCIATION leave days per calendar year.

**5.2.7.4** The DISTRICT shall allow two (2) duly-elected ASSOCIATION member delegates paid time off to take a maximum of five (5) days, if necessary, to attend POA Leadership Training sponsored by Peace Officer Research Association of California (PORAC) Legal Defense Fund (LDF) Panel Attorneys. The days for this training shall not count against the maximum number of ~~hours~~ days as described above. Out of state training/travel must receive specific approval from the Chancellor/or designee. ~~Additionally, at least 10 business days' notice to the Chief of Police is required, and the Chief will have the discretion to restrict attendance for safety/shift coverage reasons.~~

5.2.7.5 Requests for ASSOCIATION Leave must be presented to the Vice Chancellor of Human Resources and Police Services Division by 10 a.m. three (3) business days in advance of leave. Business day is defined as a day during which the District office is open to the public for business.

5.2.7.6 **RELEASE TIME FOR GRIEVANCE PROCESSING.** Reasonable paid time shall be used by the ASSOCIATION for grievance investigation or preparation. An authorized ASSOCIATION officer or representative shall be released from his/her **their** regular work duties, with pay, when grievance resolution meetings are scheduled during regular working hours.

- a. Any hours used by unit members as Release Time for Grievance Processing shall be noted as "CRT" on the unit member's work report.
- b. For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, when possible, prior to such.

5.2.7.7 **RELEASE TIME FOR NEGOTIATIONS PROCESSING.** The ASSOCIATION shall have the right to designate **two (2)** ~~three (3)~~ employees who shall be given reasonable time without loss of compensation to prepare for and participate in matters of employer-employee relations. ~~No more than one (1) person from a single department shall be appointed to the negotiating team.~~ The Chapter President may designate additional unit members under this provision for the ASSOCIATION ratification processes for tentative agreements agreed to with the DISTRICT.

- a. Any hours used by unit members as Release Time for Negotiations Processing shall be noted as "CRT" on the unit member's work report.
- b. For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, when possible, prior to such release.

5.2.7.8 **RELEASE TIME FOR NEW HIRE EMPLOYEE ORIENTATION.** Reasonable paid release time shall be used by the ASSOCIATION for the purpose of preparing and presenting information on POA membership at new hire employee orientations. When possible, an ASSOCIATION

representative(s) will be designated by the President to attend the DISTRICT scheduled orientation to be conducted.

- a. Any hours used by unit members as Release Time for New Hire Employee Orientation shall be noted as "CRT" on the unit member's work report.
- b. For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, when possible, prior to such.

## ARTICLE 6: HOURS OF WORK & OVERTIME

6.1 **WORK YEAR.** The standard work year for full-time unit members shall be 260 working days. Any year that exceeds the standard 260 working days (e.g. 261 or 262), the DISTRICT will calendar the additional day(s) as non-contract day(s) before or after the Winter Recess period outlined in Article 12. During such years, the DISTRICT will provide notification to the ASSOCIATION on or before July 1st of the fiscal year affected.

6.2 **WORK PERIOD.** The regular work period for unit members covered by this agreement shall consist of 80 hours in a 14-day period which may consist of 12-hour, 10-hour, 9-hour or 8-hour work shifts.

6.2.1 **WORKWEEK.** The regular workweek of unit members shall be on consecutive days Sunday through Saturday. Each unit member's workweek may begin on any day during the week. The beginning of the unit member's workweek shall be used to determine eligibility for overtime pay or compensatory time off. Unit members shall be scheduled consecutive days off except in the case of shift rotation/change where consecutive days off are not guaranteed. The day of the week that the unit members begins their workweek is subject to change with each departmental shift rotation.

The DISTRICT and ASSOCIATION agree to delay the implementation of the 7-day workweek outlined in Section 6.2.1 to be effective June 1, 2023.

6.2.2 **WORKDAY.** The length of the workday shall be designated by the DISTRICT for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours.

6.3 **ALTERNATIVE WORK SCHEDULE.** The DISTRICT has the right to assign alternative schedules in the best interest of the Department. These schedules include, but are not limited to: Five-Eight Workweek (5/8 schedule); Four-Ten Workweek (4/10 Schedule); Nine-Day, Eighty Hour Schedule (9/80 Schedule); or three-Twelve Workweek (3/12 Schedule).

6.3.1 Where, in the exclusive opinion of the Chief of Police, minimum staffing has fallen below safe and effective levels, and to a point where an alternative work schedule is no longer feasible or operational needs of the Department are not consistent with an alternative work schedule, the DISTRICT reserves the right to change to an eight (8) hours per day schedule. However, the Chief of Police or a designee shall provide at least fourteenth (14) calendar days' notice to the

unit members prior to changing their shift. The ASSOCIATION shall have the right to confer on any shift changes pursuant to section 6.3.1.

- 6.4 WORK SHIFT ROTATION.** Work shift schedules shall be developed approximately every four (4) months. On or about the first week in December, April, and August, unit members will bid for their desired shift for consideration of the shift rotation for the next four (4) months. The Chief of Police or designee shall post the shifts necessary for the following rotation noting the days normally scheduled for work and days scheduled off and shall not encompass site location. The posting shall remain in place for up to seven (7) days, at which time it will be published. New shift rotations will begin starting the first full work week in January, May and September. For the purpose of this Agreement, the following conditions shall apply:

- 6.4.1 SHIFT BIDDING.** Shift bidding will be done based on classification seniority, except in circumstances where the Chief of Police determines that, due to the assignment of a probationary unit member, a different distribution of unit members assigned is necessary to meet the reasonable operating needs of the Department. Additionally, between shift rotations, the Chief of Police may, for a good cause and reasonable operating needs of the Department, reassign unit members to different shifts. The DISTRICT will attempt to minimize the movement of members' seniority based on shift picking due to the placement of probationary officers.

- 6.4.1.1 EQUAL SENIORITY.** In the event that, two (2) or more unit members have equal seniority in the same classification, priority shall be given to the unit member with the greater overall DISTRICT seniority; if that be equal, determination of seniority shall be made by lot.

- 6.4.2 SHIFT SELECTION.** Unit members may work two (2) consecutive work shift rotations and then will be required to select a different rotation based on the beginning of watch and end of watch times, i.e., unit members who work two (2) consecutive Day Shifts will be required to work a Graveyard Shift the following shift rotation.

- 6.4.3 SHIFT TRADE.** Unit members may agree solely with their option, but with the advance written approval of their immediate supervisor, to substitute for one another during scheduled hours of work. To allow adequate time for processing, shift trade requests shall be submitted for approval at least seventy-two (72) hours in advance. Every shift trade agreement must be documented, whether on paper or electronically, and the documentation must clearly demonstrate the approval of both unit members and the immediate supervisor. Substitutions



may be denied by an immediate supervisor on a case-by-case basis due to operational or training needs, overtime, or other scheduling impacts.

**6.4.4 SHIFT VACANCY.** In circumstances where existing shifts become vacant due to termination, resignation, promotion, demotion, or other events the vacant shift shall be posted for seven (7) calendar days. Unit members shall indicate their interest in filling that vacancy within the allotted time frame. If more than one (1) unit member has indicated an interest in the vacancy, the unit member with the highest seniority shall be selected and consistent with section 6.4.2. In the event that no unit member expresses an interest in the vacant shift, that shall be filled consistent with section 6.4.5. Even though a unit member is selected to fill the vacancy, the unit member will only be credited as if they worked their regular bid work shift rotation and as if the substitution had not occurred.

**6.4.5 SHIFT TRANSFER.** The Chief of Police may move a unit member from one work shift to another work shift if the change is deemed to be in the best interest of the Department and the DISTRICT. However, the Chief of Police shall provide at least twenty-one (21) calendar days' notice to the unit member prior to changing their shift. In the case where a shift change is between two (2) or more unit members, the unit member with the most seniority shall have the right to accept or reject the transfer. All schedule changes shall be made with the needs of the Department being primary, and the needs of the unit member being secondary.

**6.4.5.1** The affected unit member may schedule a meeting with the Chief of Police to discuss the rationale for the transfer. The decision of the Chief of Police shall be final.

~~6.4.4 The unit members will have a permanent rotating shift schedule. The shifts shall rotate every four (4) months and begin on the first workday of January, May, and September.~~

~~6.4.5 The scheduled shift shall be in accordance with Article 6.2 and shall not encompass workdays or site location.~~

~~6.4.6 The District will provide the Association with an updated shift schedule including names, location, and shift times worked at the beginning of each rotation.~~

~~6.4.7 All shift will be paid at the appropriate differential in accordance with Article 7.2.~~

~~6.4.8 The schedules will be offered on a rotational basis based on seniority determined by permanent hire date among those in the same classification and department who normally perform the work involved.~~

~~6.4.9 All new hire shifts will be assigned by the Police Chief during their probationary period. At the end of the probationary period, the officer will remain on that shift until the next rotation cycle. Thereafter, the police officer will enter the rotation stated above.~~

~~6.4.10 The unit member can only choose the same scheduled shift for two (2) consecutive rotations and must pick a different scheduled shift during the third rotation before picking the previous two (2) scheduled shifts.~~

~~6.4.11 In the event that, two (2) or more unit members have equal seniority in the same classification, priority shall be given to the unit member with the greater overall District seniority; if that be equal, determination seniority shall be made by lot (ex. Draw Straws, Coin Flip).~~

**6.5 LUNCH PERIODS.** Unit members shall be entitled to a lunch period of no less than thirty (30) minutes inclusive of hours worked, which may not be duty free.

**6.6 OVERTIME.** A unit member who works overtime shall be compensated for all overtime worked at the rate of one and one-half (1 ½) times their regular hours of pay. The regular rate of pay based on a unit member's regular salary schedule placement at the time the overtime is earned.

**6.6.1** For unit members assigned to work a four-day (4) workweek consisting of four (4) consecutive days, ten (10) hours per day, overtime shall be considered as time worked in excess of ten (10) hours per day, or in excess of forty (40) hours in any workweek. Work performed on the fifth, sixth, or seventh consecutive days in a workweek shall also be considered overtime.

**6.6.2** For unit members assigned to work a three-day (3) workweek consisting of three (3) consecutive days, twelve (12) hours per day and one (1) biweekly eight (8) hour day in a 14-day period, overtime shall be considered as time worked in excess of the normally scheduled hours for that day, or in excess of eighty (80) hours in any work period.

**6.6.3** For unit members assigned to the 9/80 work schedule consisting of eight (8) nine (9) hour days and one eight (8) hour day in a 14-day work period, overtime shall be considered in excess of the normally scheduled hours for that day, or in excess of eighty (80) hours in any work period.

- 6.6.4 For unit members assigned to work a five-day (5) workweek consisting of eight (8) hours per day, overtime shall be considered as time worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in a workweek.
- 6.6.5 Overtime shall also be defined as any time worked on a sixth or seventh consecutive workday by unit members having an average workday of four (4) hours or more during his or her regular workweek; or any time worked on a seventh consecutive workday by an unit members having an average workday less than four (4) hours during his or her regular workweek. Unit members may be assigned overtime when such is necessary to carry on the business of the DISTRICT. (Ed. Code, § 88026.) Overtime must be authorized in advance by the designated supervisor.
- 6.7 **OVERTIME DISTRIBUTION.** Overtime work shall be assigned as equally as is practical among qualified unit members in the same classification and department, taking into consideration the nature of the work to be performed and the needs of the DISTRICT. Assignment of overtime shall not be arbitrary or capricious. When there are two or more ~~employees~~ unit members in the same classification and department, overtime shall be offered in the following order of priority:
- a. On a rotational basis, based on seniority, determined by hire date, among those ~~employees~~ unit members in the same classification and department who normally perform the work involved.
  - b. When no ~~employees~~ unit members elects to work the overtime, assignment shall be based on inverse order of seniority.
- 6.8 **COMPENSATORY TIME.** Unit members may request choose elect to earn compensatory time off in lieu of cash compensation for overtime work. The unit member will notify their immediate supervisor of their election at the time the overtime is assigned. of their preference of compensatory time when the overtime is assigned. Such request shall be made to their immediate supervisor at the time the overtime is assigned. The DISTRICT shall not dictate which type of compensation the unit member receives. The unit member reserves the right to determine the type of compensation received.
- 6.8.1 All overtime for which compensatory time is granted must be reported monthly to the payroll office on the Classified Contract Comp Timesheet. Compensatory time off shall be granted at the rate of one and one-half (1-1/2) times the number of overtime hours worked.

- 6.8.2 The DISTRICT shall total the number of hours of compensatory time off for each unit member on or about September 1 of a given year. The DISTRICT shall pay unit members in cash for all accumulated compensatory time accrued as of this date. Such payment is to be based on the unit member's rate of pay at the time compensatory time off was earned.
- 6.8.3 Unit members who request compensatory time off shall do so by submitting a compensatory time off request form to their immediate supervisor for approval and shall be taken at a time which is least disruptive of DISTRICT operations. A unit member's request for compensatory time off must be responded to and answered by the immediate supervisor within forty-eight (48) hours of its receipt. Every effort will be made by the DISTRICT to accommodate a unit members' request to take compensatory time.

## ARTICLE 7: PAY AND ALLOWANCES

**7.1 RATE OF PAY.** The regular rate of pay for each position in the bargaining unit shall be as set forth in the salary schedule attached as Appendix A.

- a. For the fiscal year 2021-2022, the DISTRICT will provide all current bargaining unit members in paid status as of the date of ratification of this agreement, a one (1) time off-salary schedule payment totaling four thousand dollars (\$4,000). Payment shall be received no later than two (2) pay cycles following the date of ratification of this agreement.
- b. Effective July 1, 2022, the salary schedule will increase by five percent (5%) for all bargaining unit members. The increase shall not in any way prevent the ASSOCIATION or the DISTRICT from re-opening Article 7: Pay and Allowances for the 2022-2023 year as outlined in Article 24: Completion of Meet and Negotiations.

## 7.2 SHIFT DIFFERENTIAL

- 7.2.1 **SUNRISE SHIFT.** The regular assigned working hours on at least one (1) day of the normal five (5) day workweek begins at 5:00 a.m. or earlier. Alternate work schedules such as 9/80, 4/10 and 3/12 are excluded from receiving a sunrise differential. The DISTRICT shall pay a shift differential at the rate of one and one-half (1-1/2) percent of a unit member's daily rate for sunrise shift.
- 7.2.2 **TWILIGHT SHIFT.** The regular assigned working hours on at least one (1) day of the normal five (5) day workweek go beyond 6:00 ~~5:30~~ p.m. Alternate work schedules such as 9/80, 4/10 and 3/12 are excluded from receiving a twilight differential. The DISTRICT shall pay a shift differential at the rate of one and one-half (1-1/2) percent of a unit member's daily rate for twilight shift.
- 7.2.3 **SWING SHIFT.** The regular assigned working hours, on at least one (1) day of the normal five (5) day workweek, begins at 11:00 a.m. or later and goes beyond 7:30 p.m. The DISTRICT shall pay a shift differential at the rate of two and one-half (2-1/2) percent of the unit member's daily rate for swing shift.
- 7.2.4 **GRAVEYARD.** The regular assigned working hours, on at least one (1) day of the normal five (5) day workweek, begins at 7:00 pm or later and goes beyond 3:00 a.m. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the daily rate for graveyard shift.
- 7.2.5 **SPLIT SHIFT.** The regular assigned working hours are split by a break of two (2)

or more hours on at least one (1) day of the normal five (5) day workweek. The DISTRICT shall pay a shift differential at the rate of two and one-half (2-1/2) percent of the unit member's daily rate for split shift.

**7.2.6 SPLIT SHIFT and SWING SHIFT.** Unit members must be concurrently working a SPLIT SHIFT and a SWING SHIFT in accordance with the provisions of a SPLIT SHIFT and a SWING SHIFT. The DISTRICT shall pay a shift differential at the rate of five (5) percent of the unit member's daily rate for split shift and swing shift.

**7.2.7 SPLIT SHIFT and GRAVEYARD SHIFT.** Unit members must be concurrently working a SPLIT SHIFT and a GRAVEYARD SHIFT in accordance with the provisions of a SPLIT SHIFT and a graveyard shift. The DISTRICT shall pay a shift differential at the rate of seven and one-half (7 ½) percent of the unit member's daily rate for SPLIT SHIFT AND GRAVEYARD SHIFT.

**7.3 STIPENDS SPECIAL COMPENSATION.** ~~Stipends~~ Special compensation will be paid for services and/or skills a unit member provides the DISTRICT as listed below.

**7.3.1 BILINGUAL PAY PREMIUM.** The DISTRICT will pay a bilingual ~~stipend~~ premium of \$50.00 per month for each foreign language a unit member is required to verbally translate, including American Sign Language (ASL). ~~Stipend~~ Premium payments shall be retroactive to the month after successfully passing the examination with a score of 80% or higher.

**7.3.1.1** Unit members who desire to receive the bilingual ~~stipend~~ premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be offered annually in March. Those unit members achieving a score of 80% or higher shall be placed in an eligibility ~~pool~~ list. Once a unit member has been placed on the eligibility ~~pool~~ list, they shall remain eligible for the remainder of his/her ~~his/her~~ their employment with the District without further examinations required.

**7.3.2 BI-LITERATE PAY PREMIUM.** The DISTRICT will pay a bi-literate ~~stipend~~ premium of \$50.00 per month for each foreign language a unit member is required to translate or interpret written material. ~~Stipend~~ Premium payments shall retroactive to the month after successfully passing the examination with a score of 80% or higher.

**7.3.2.1** Unit members who desire to receive the bilingual ~~stipend~~ premium shall notify the DISTRICT of their intent to take the competency examination prescribed by the DISTRICT. The examination shall be

offered annually in March. Those unit members achieving a score of 80% or higher shall be placed in an eligibility ~~pool~~ list. Once a unit member has been placed on the eligibility ~~pool~~ list, they shall remain eligible for the remainder of ~~his/her~~ their employment with the DISTRICT without further examinations required.

**7.3.3 PEACE OFFICER STANDARDS & TRAINING (POST) CERTIFICATE PAY.** The DISTRICT will pay any unit members who have achieved the following POST certificates:

POST Intermediate Certificate – 2.5% of base pay

POST Advanced Certificate – 5% [total] of base pay

Pay will be effective on the first of the month following the date of eligibility. If a unit member is eligible prior to hire date, the date of eligibility is considered to be the date of hire. If the eligibility occurs after the hire date, eligibility will be considered the date of achievement, or graduation. Upon written notification to the DISTRICT, the pay will be retroactive to the date of eligibility or the effective date of this contract. Within six (6) months after the date of eligibility or the date of hire, a written notification and supporting documentation shall be submitted to the DISTRICT requesting the pay.

**7.3.4 UNDERGRADUATE/GRADUATE/DOCTORAL CREDIT.** The DISTRICT will pay any unit members who have achieved the following Education:

Associate Degree – 2% of base pay

Bachelors Degree – 3% [total] of base pay

Masters Degree – 5% [total] of base pay

Credits will be effective on the first of the month following the date of eligibility. If a unit member is eligible prior to hire date, the date of eligibility is considered to be the date of hire. If the eligibility occurs after the hire date, eligibility will be considered the date of achievement, or graduation. Upon written notification to the DISTRICT, the pay will be retroactive to the date of eligibility or the effective date of this contract. Within six (6) months after the date of eligibility or the date of hire, a written notification and supporting documentation shall be submitted to the DISTRICT requesting the pay.

**7.3.4.1** Unit members may not seek undergraduate/graduate/doctoral credit for degree programs that include courses that have been reimbursed by the DISTRICT as outlined in Article 7.10 and Article 7.10.6.

- 7.3.5 FIELD TRAINING OFFICER PREMIUM.** Unit members who are certified as a Field Training Officer and who are assigned a trainee, shall receive a premium in the amount of five percent (5%) of their base pay for the entire shift.
- 7.4 PAYCHECKS.** All payroll warrants of unit members within the unit shall be itemized to include all deductions, subject to payroll procedures of the County Superintendent of Schools.
- 7.5 FREQUENCY.** All unit members shall be paid once per month payable on the last working day of the month. The DISTRICT shall not be responsible for delays or errors caused by instrumentalities beyond its control, including the Office of the County of Superintendent of Schools or the U.S. Mail.
- 7.6 SPECIAL PAYMENTS.** Any payroll adjustment due a unit member as a result of working out of class, re-computation of hours, or other reasons other than procedural errors shall be made by a supplemental check issues not later than the next regular pay period.
- 7.6.1 PAYROLL ERRORS.** Payroll errors includes any adjustment which affects the unit member's net pay. Whenever it is determined, an error has been made in the wages of a unit member, the party identifying the error shall notify the other party in writing as soon as possible. Following such notification, the error shall be corrected within five (5) workdays. In the event of an underpayment to the unit member, the DISTRICT will provide the unit member with a statement of correction and payment within five (5) workdays.
- In the event of an overpayment to the unit member, the unit member will be given a reasonable opportunity to meet with the DISTRICT representatives to discuss the error. In the event that the DISTRICT and the unit member do not mutually agree to a repayment schedule, the DISTRICT will deduct a portion of the unit member's wages (not to exceed 10% of the monthly net salary) in subsequent months until the DISTRICT is fully reimbursed. An exception to the 10% deduction restriction shall be made when the unit member's employment in the DISTRICT is in the process of being or has been terminated or the full 10% deduction would cause undue hardship on the unit member.
- In the event of any underpayment for which a correction must be made shall not be for more than (3) three years.



**7.7 PROMOTION.** In the event that the DISTRICT adds classifications to the POA Salary Schedule, the unit members granted a promotion shall be given a five percent (5%) salary increase over their present salary and shall be placed on the step of the range of their new classification which most nearly corresponds to the five percent (5%) increase but not less than such increase. If, however, the five percent (5%) increase exceeds Step E F on the range of the new classification, the unit member shall be placed on Step E F. The anniversary date for all unit members granted a promotion shall be the effective date of promotion. If a unit member is eligible for a step increase in their old classification within ninety (90) days of the effective date of the promotion, such step increase shall be used for purposes of computing five percent (5%) promotional salary increase.

**7.7.1 INITIAL PLACEMENT PROMOTED UNIT MEMBERS.** A promoted unit member's previous experience may warrant a higher placement, which in no case exceeds Step C unless the provisions of Article 7.7 apply. Unit members placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Unit members who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

**7.7.2 INITIAL PLACEMENT NEW UNIT MEMBERS.** New unit members are placed on Step A of the salary schedule unless previous experience warrants a higher placement, which in no case exceeds Step C. Unit members placed on Step A of the salary schedule will be advanced to Step B on the first of the month following six (6) complete months of service. Unit members who are initially placed on any step other than Step A will be advanced to the next step on the first of the month following twelve (12) complete months of service. All advancements thereafter will be on a yearly basis.

**7.8 MINIMUM CALL BACK TIME.** Any unit member called back from off campus to perform services outside his ~~his~~ their regular hours shall receive a minimum compensation of three (3) hours for such services. This section shall not apply where such services are performed immediately preceding or succeeding the unit member's regular hours.

**7.9 WORKING OUT OF CLASS.** Any unit member required to work out of classification for five (5) or more working days within a fifteen (15) calendar day period shall have his/her ~~his/her~~ their salary adjusted upward beginning with the first working day in the higher classification. A unit member required to work out of class shall receive five percent (5%) salary increase unless the increase exceeds the highest step of the higher classification, in which case the unit member shall be paid at the highest step.

Working out of class assignments shall be limited to six (6) months unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

7.9.1 Unit members required to work out of classification not within the bargaining unit shall have ~~his/her~~ **their** salary adjusted to the rate of pay of the position that is not within the bargaining unit if it exceeds their current salary range. The DISTRICT and ASSOCIATION shall meet and negotiate the effects.

~~7.10 TAX DEFERRED STATUS FOR CONTRIBUTIONS. The DISTRICT agrees to initiate tax deferred status for PERS for all bargaining unit members in the PERS Retirement System.~~

7.10 **ENROLLMENT FEES FOR UNIT MEMBERS.** The DISTRICT shall reimburse permanent bargaining unit members employed at least twenty (20) hours per week with one (1) year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

7.10.1 All classes must be taken outside of the regular scheduled working hours of the unit member.

7.10.2 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.

7.10.3 To qualify for enrollment fee reimbursement, a unit member must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.

7.10.4 Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each unit member.

7.10.5 All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and then the Chancellor's designee. If the request is denied, it may be appealed to the Chancellor. Forms can be found in Appendix D and on the DISTRICT website.

7.10.6 **REIMBURSEMENT.** Unit members on the ~~classified~~ **POA** unit member salary schedule shall be eligible for eighty percent (80%) tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their ~~classified position~~ **classification**. Such reimbursement shall be actual costs not to exceed twenty-four (24) semester / thirty-six (36) quarter units of coursework per year. However, no tuition cost

paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California, [Riverside](#).

7.10.6.1 [Unit members may not seek both reimbursement for a course and undergraduate/graduate/doctoral credit as outlined in Article 7.3.4.](#)

7.10.6.2 Only full-time unit members who have completed their probationary period as a unit member shall be eligible for this benefit.

7.10.6.3 All courses for which a unit member seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor's designee. If the request by the immediate supervisor is denied, it may be appealed to the Chancellor's designee.

**7.11 ENROLLMENT FEES FOR BENEFIT ELIGIBLE DEPENDENTS.** The DISTRICT shall reimburse benefit eligible dependents of bargaining unit members employed at least twenty hours (20) per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two (2) DISTRICT campuses provided all of the following conditions are satisfied:

7.11.1 Only those classes offered by either of the two (2) DISTRICT campuses shall qualify for fee reimbursement.

7.11.2 To qualify for enrollment fee reimbursement, the unit member or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.

7.11.3 Enrollment fee reimbursement shall be limited to the current enrollment fee(s) per semester for each unit member and their eligible dependents.

7.11.4 Definition of Benefit Eligible Dependent includes [a unit member's legal spouse, registered domestic partner, and children to age 26. Children defined as, natural children, adopted children and stepchildren. Fully disabled children over age 26 who are incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent on employee for economic support.](#) ~~a spouse, registered domestic partner or child. (1) Child up to age 19; (2) Child between age 19-25 if they attend school full-time (9+ units) or are more than fifty percent (50%) financially dependent and are not married and reside with parent or are away at college; and (3) Disabled children over age 19.~~

- 7.11.5 ~~During the term of this Agreement the parties agree to meet annually to review the annual allocation of \$75,000 for unit members to determine if adjustments are needed.~~
- 7.12 **GOLD CARD.** When a unit member retires from the DISTRICT with at least fifteen (15) years of service, ~~he/she~~ **they** shall be eligible to receive the benefits of the existing DISTRICT "Gold Card" package ~~available at the time of retirement. The "Gold Card" allows the retiree to continue receiving College campus discounts offered to active unit members and a waiver of parking fees of DISTRICT sites/facilities. package permits the retiree to enjoy certain free privileges in the DISTRICT at the colleges. The Gold Card package shall contain a waiver of normal fees for regularly scheduled athletic events in the District and normal fees exclusive of all meal charges for regularly scheduled cultural events such as lecture series.~~
- 7.13 **ON CALL.** ~~"On Call" is not overtime and is defined as requiring a unit member to significantly restrict off work activities such as remaining at home or within a specific distance from the worksite.~~

~~Unit members required in writing and in advance to be on call by telephone, pager, fax or cellular phone shall be compensated for the time they are on call. A unit member without advance written authorization shall not be compensated. On call periods in excess of eight (8) hours require the advance written approval of the College President, the Chancellor or designee.~~

~~Compensation shall be awarded on a straight time, hour for hour basis in minimum half hour increments. The unit member's work hours may be adjusted to account for on call time or may be carried as compensatory time off with supervisor's approval.~~

~~A unit member placed on call who does not respond to calls within fifteen (15) minutes shall not be compensated. Lack of response without reasonable justification may be subject to discipline.~~

~~Unit members actually called back to work shall be compensated per Article 7.8 minimum call back time.~~

## ARTICLE 8: UNIT MEMBER EXPENSES AND MATERIALS

- 8.1 **UNIFORMS.** The DISTRICT shall pay the full cost of the purchase, lease, or rental of uniforms, equipment, identification badges, emblems, and cards required by the DISTRICT to be worn or used by unit members.
- 8.2 **PHYSICAL EXAMINATIONS.** The DISTRICT shall reimburse unit members for the cost, if any, of a physical examination required as a condition of continued employment under Section 88021 of the Education Code.
- 8.3 **PARKING.** The DISTRICT will waive parking fees at all of their sites/facilities for ASSOCIATION bargaining unit members.
- 8.4 **MILEAGE.** Unit members who are pre-authorized in writing by the DISTRICT'S Human Resources Department to use their vehicles on DISTRICT business shall be reimbursed for all miles required by the DISTRICT to be driven in the performance of assigned duties at a rate established by Board Policy for all DISTRICT employees.
- 8.5 **MEALS AND LODGING REIMBURSEMENT.** The DISTRICT shall reimburse unit members for the reasonable cost of meals and lodging in accordance with Board Policy, where the unit member is on authorized DISTRICT business requiring him/her to spend the night away from home.

## ARTICLE 9: LAYOFF AND REEMPLOYMENT

- 9.1 **NOTICE OF LAYOFF.** Upon the decision of the Board of Trustees to reduce the number of bargaining unit member(s) in the classified service of the DISTRICT, the DISTRICT shall send written notice of layoff to the affected unit member(s) and the ASSOCIATION not less than sixty (60) days prior to the effective date of layoff. This notice of layoff shall be sent by certified mail, return receipt requested, or delivered in person to the affected bargaining unit member(s) by the DISTRICT. Affected bargaining unit member(s) shall be informed of the reason for layoff, ~~his/her~~ **their** displacement rights, if any, and reemployment rights with copies of the letters provided to the ASSOCIATION.
- 9.2 **ORDER OF LAYOFF.**
- 9.2.1 The DISTRICT shall determine the specific positions to be discontinued.
- 9.2.2 The order of layoff of unit members shall be determined by length of service. The unit member, who has been employed the shortest time in the affected classification, including time employed in a higher classification, shall be laid off first.
- 9.2.3 For purposes of this section, "length of service" means date of employment in the regular classified service. Seniority within a classification shall be calculated by length of service within a classification, plus higher classification(s) in which the unit member is serving or has served. For the purpose of this section, a higher classification is any classification in a higher salary range. A unit member who is voluntarily transferred laterally to a new classification shall retain seniority in the prior classification. A unit member who is voluntarily transferred laterally and/or voluntarily demoted to a new classification shall accrue seniority in the new classification.
- 9.3 **BUMPING RIGHTS.** Bargaining unit members who are subject to layoff shall exercise bumping rights into an equal or lower classification in which the unit member has served based on seniority.
- 9.4 **OPTIONAL TRANSFER IN LIEU OF LAYOFF.** Bargaining unit members, upon mutual agreement, may be transferred to vacant positions provided they are qualified or can be trained to fill the vacancy.
- 9.5 **LAYOFF IN LIEU OF BUMPING.** A unit member may elect layoff in lieu of bumping rights and maintain ~~his/her~~ **their** reemployment rights under this Agreement.

9.6 **EQUAL SENIORITY.** If two (2) or more unit members subject to layoff have equal seniority within the classification, priority shall be given to the unit member with the greater overall DISTRICT seniority; if that be equal, determination shall be made by lot.

9.7 **REEMPLOYMENT PROCEDURES.**

9.7.1 A unit member who is laid off shall be placed on a thirty-nine (39) month or sixty-three (63) month reemployment list as applicable. The unit member shall be required to maintain ~~his/her~~ **their** current address on file with the Human Resources Office.

9.7.2 If, during a unit member's eligibility period for reemployment, a classification becomes vacant to which the unit member has a return privilege, the DISTRICT shall send written notice offering reemployment by certified mail, return receipt requested, to the last known address of such unit member(s). A copy of this written notice shall be sent to the ASSOCIATION.

9.7.3 A unit member who receives such notice of reemployment and fails to respond in writing within ten (10) working days shall be deemed to have rejected the offer of reemployment.

9.7.4 If the unit member in a layoff status accepts the position being offered, the unit member shall have up to thirty (30) calendar days from the postmark date of the notice to report to work. This does not preclude a unit member from returning to work in fewer than thirty (30) calendar days. Failure to report to work within the thirty (30) calendar days shall be considered a rejection of the offer of reemployment.

9.7.5 A unit member rejecting an offer of reemployment under the conditions set forth under 9.7.3 or 9.7.4 above, on three (3) occasions shall have ~~his/her~~ **their** name permanently removed from the reemployment list. This does not include offers of reemployment that do not restore the unit member to the level of pay and status previously held at the time of layoff.

9.7.6 A unit member reemployed after being laid off shall be fully restored to ~~his/her~~ **their** classification with all rights to permanent status. Service credit and benefits shall not accrue during the period of layoff.

9.7.7 Unit members placed on the thirty-nine (39) month or sixty-three (63) month reemployment list shall be reemployed in the highest rated job classification available in accordance with their classification seniority. Unit members, in

order to be appointed to a lower position, must be qualified for that position. Unit members who accept a position lower than their highest classification shall retain their original thirty-nine (39) month rights to the higher paid position.

- 9.8 **VOLUNTARY DEMOTION OR VOLUNTARY REDUCTION OF HOURS.** Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the unit member's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list. The salary of a unit member taking a voluntary demotion shall be the lesser of ~~his/her~~ **their** old salary or Step ~~E~~ **F** of the new range.
- 9.9 **SENIORITY ROSTER.** The DISTRICT shall maintain an updated seniority roster indicating each unit member's classification seniority and hire date seniority. Such rosters shall be available to the ASSOCIATION annually in December or prior to layoff.
- 9.10 The PARTIES agree to meet and negotiate the impact of such layoff on those matters within the scope of representation.



## ARTICLE 10: HEALTH & WELFARE BENEFITS

- 10.1 HEALTH & WELFARE BENEFITS.** The DISTRICT shall provide to each unit member and their eligible family members, health and welfare benefits. Health and welfare benefits are defined as medical, dental, vision, chiropractic, life insurance, and employee assistance program (EAP).

Individual unit members may select among plans as outlined in Appendix B.

During the life of the agreement the DISTRICT shall fully fund the least expensive medical/dental/vision/chiropractic/life insurance/EAP package for each unit member who works twenty (20) or more hours per week on a regular basis. Individual unit members who elect to enroll in more expensive health and welfare packages shall be responsible for the difference in cost between the least expensive medical package and the package selected by the individual through payroll deductions.

The DISTRICT and the ASSOCIATION must agree to any proposed changes in benefits and/or plans. In addition, the ASSOCIATION retains the right to negotiate the out of pocket cost to unit members.

- 10.2 HEALTH & WELFARE COMMITTEE.** The DISTRICT will establish a standing health and welfare committee. The ASSOCIATION will designate a three (3) ~~three (3)~~ unit members to the committee. The purpose of the committee is to monitor costs and recommend changes. The committee's recommendations are non-binding on the bargaining unit.

- 10.3 "OPT OUT" OPTION (MEDICAL ONLY).** Individual unit members who provide proof of other medical coverage may decline enrollment in a medical plan with the DISTRICT based on the following:

- a. An annual amount of \$3,000 shall be paid to members who opt out of medical coverage. This will be paid in twelve (12) equal payments.
- b. Any member who elects this option shall not be eligible for medical coverage until the next open enrollment period unless a qualifying event occurs.
- c. Any savings generated under this section shall be used to help offset current/future insurance costs for the DISTRICT and employees.

- 10.4 FINANCIAL HARDSHIP CLAUSE.** Notwithstanding other provisions of the collective bargaining agreement regarding re-opener language, the DISTRICT and the ASSOCIATION agree to reopen this Article during the term of this agreement in the event of a financial hardship as declared by the DISTRICT or the ASSOCIATION. The

DISTRICT and/or the ASSOCIATION will notify the other in writing and provide the supporting documentation to show impending hardship. Upon receipt of this information, the DISTRICT and the ASSOCIATION agree to schedule negotiations within ten (10) working days. The DISTRICT and the ASSOCIATION agree that the District's contribution per employee per medical/dental/vision/chiropractic/life insurance/ employee assistant program (EAP) package will at no time decrease below the amount equivalent to the least expensive medical/dental/vision/chiropractic/life insurance/employee assistant program (EAP) package at the time the DISTRICT claims financial hardship.

## ARTICLE 11: LONGEVITY SERVICE RECOGNITION

Completed Years of Service with the District	Amount of Stipend (per month)
5-10	<del>\$650</del> \$54.17
11-15	<del>\$800</del> \$66.67
16-20	<del>\$950</del> \$79.17
21-25	<del>\$1100</del> \$91.67
26-30	<del>\$1250</del> \$104.17
31-35	<del>\$1400</del> \$116.67
36 and over	<del>\$1550</del> \$129.17

- 11.1 **INITIAL PAYMENT.** The first long service recognition payment will be made in ~~December~~ the following monthly pay cycle after the completion of the first year following five (5) complete consecutive years of employment.
- 11.2 **PAYMENT.** The ~~amount of~~ long service recognition pay will be paid on the unit member's monthly paycheck. ~~available to the unit members no later than December 15, and only to those actually employed on November 30, except upon retirement in which case the long service payment will be in proportion to the fraction of the year worked. Payment will be by a check separate from the unit member's monthly paycheck.~~
- 11.3 **ELIGIBILITY.** In order to be eligible for long service pay, a unit member must qualify for inclusion in the retirement program. Bargaining unit members whose District employment contract is less than fifty (50) percent shall be eligible to receive the same percentage of the Long Service Stipend as the percentage of their District employment contract.

## ARTICLE 12: HOLIDAYS

- 12.1 HOLIDAYS.** Unit members shall be paid regular time, plus time and a half for all hours worked on actual holidays set forth below as well as hours worked on DISTRICT recognized holidays as set forth in section 12.1.1. Compensatory time off in lieu of pay may be granted as provided in section 6.8.

### 12.1.1 DISTRICT HOLIDAYS

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve
- Winter Break (Five days from December 25 – December 31)
- New Year's Day
- Dr. Martin Luther King Jr. Day
- Lincoln's Day
- Washington's Day
- Memorial Day
- Unit member's birthday\*
- Floating Holiday\*

\*The day must be scheduled with prior reasonable notification for a date within that calendar year and must be mutually agreed upon between the unit member and the immediate supervisor.

- 12.2 HOLIDAY COMPENSATION.** A unit member required to work on any holiday shall be paid compensation or granted compensatory time off, at the rate of one and one-half (1-1/2) times ~~his/her~~ **their** regular pay in addition to the regular pay received for the holiday.

Unit members who have a regular scheduled day off on a holiday, which results in the loss of a holiday, shall have a substitute holiday, **or provide compensation in the amount to which the unit member would have been entitled had the holiday fallen within his or her normal work schedule** ~~added to their floating holiday bank~~ in accordance with Education Code **88206**. Holidays shall be as set forth in section 12.1.

### 12.3 TWO CONSECUTIVE HOLIDAYS.

- a. In instances of two (2) consecutive holidays where the first (1st) day of the regular holiday is Friday and the second (2nd) day of the regular holiday is Saturday, the DISTRICT shall schedule the holiday on either the preceding Thursday or the following Monday.
- b. In instances of two (2) consecutive holidays where the first (1st) day of the regular holiday is Sunday and the second (2nd) day of the regular holiday is Monday, the DISTRICT shall schedule the holiday on either the preceding Friday or the following Tuesday.
- c. In instances of two (2) consecutive holidays falling on Saturday and Sunday, the DISTRICT shall schedule the holiday on the preceding Friday or on the following Tuesday. Unit members shall observe Monday as a holiday.
- d. In instances of two (2) consecutive holidays falling on Wednesday and Thursday, the DISTRICT shall schedule the Wednesday holiday on Friday.
- e. This Section shall not be applicable to Thanksgiving holiday.

12.4 **ADDITIONAL HOLIDAYS.** Unit members shall be entitled to such additional holidays, other than those in Article 12.1 as are mandated by the United States President, the Governor, or the Governing Board under Section 88203 of the Education Code.

12.5 **HOLIDAY ELIGIBILITY.** A unit member must be in paid status during the workday immediately preceding or succeeding the holiday in order to be eligible to receive holiday pay.

### ARTICLE 13: EVALUATION PROCEDURE

- 13.1 The term “evaluation” as used in Section 2 through 9 of this Article means a formal written evaluation on the appropriate form prescribed by the DISTRICT. (Appendix C)
- 13.2 The DISTRICT shall evaluate all unit members on permanent status once every two (2) years during the month of April, except in emergency circumstances. The annual evaluation for unit members obtaining permanent status prior to January 1, will be conducted in the current school year. The annual evaluation for unit members obtaining permanent status subsequent to January 1, will be conducted in the following school year.
- 13.3 Unit members on probationary status shall be evaluated no less than two (2) times during the probationary period on or about the third (3rd) and the ~~sixth (6<sup>th</sup>)~~ **ninth (9th)** month from the initial date of hire.

Effective July 1, 2010, per Post Requirements, every College Police Officer employed by the DISTRICT shall be required to serve in a probationary status for twelve (12) months from the date appointed to the position.

- 13.4 The evaluator shall be the unit member’s immediate supervisor, unless otherwise designated by the DISTRICT. However, the evaluator shall only be San Bernardino Community College District management.
- 13.5 The evaluation shall be signed by the evaluator and the unit member being evaluated. The unit member’s signature signifies only that the unit member has read the document, has been given a copy, and has been given the opportunity of attaching a written response which shall become part of the permanent record. Unit members have thirty (30) calendar days to file a written response to ~~his/her~~ **their** evaluation.
- 13.6 No evaluation of a unit member shall be placed in the unit member’s personnel file without an opportunity for discussion between the unit member and the evaluator. A negative evaluation rating of 1 or 2 shall include specific recommendations for improvement. The unit member shall have the right to review any evaluation during working hours provided that such reviews are limited to a reasonable period or periods of time.
- 13.7 The DISTRICT retains its prerogative to make additional evaluations as it deems necessary.

- 13.8 The substance of any evaluation, including the observations, opinions, and conclusions of the evaluator, shall not be subject to the grievance procedure. The evaluation procedure as provided hereinabove shall be grievable.
- 13.9 An official file of evaluation reports shall be maintained in the District Human Resources Office. Evaluation reports shall not be used in a disciplinary action against a bargaining unit member if the evaluation report was dated two (2) years preceding the aforementioned disciplinary action or was dated during a permanent bargaining unit member's probationary period.

## ARTICLE 14: LEAVES

- 14.1 **BEREAVEMENT LEAVE.** Unit members shall be entitled to a paid leave of absence, not to exceed ~~three (3) days, or~~ five (5) days ~~if travel out of state or a round trip of over 2500 miles is required,~~ on account of the death of any member of ~~his/her~~ **their** immediate family. A member of the immediate family means mother, father, grandparent, or grandchild of the unit member or the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law of the unit member or any relative living in the immediate household of the unit member. ~~Absences due to bereavement leave should be recorded on the unit member's work report.~~ **Bereavement Leave shall be recorded on the unit member's work report. Leave taken pursuant to this section does not need to be used consecutively. If a unit member requires more than allocated for bereavement leave, a unit member may use other applicable leave(s) to extend their bereavement leave.**
- 14.2 **JUDICIAL LEAVE.** Unit members called for ~~mandatory~~ jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, during working hours, shall be entitled to paid leave in **accordance with Education Code 87035 & 87036** ~~in the amount of the difference between the unit member's regular earnings and the amount of fees received as a juror, subpoenaed witness as an employee of the DISTRICT, or litigant on behalf of the DISTRICT,~~ excluding allowances for meals, mileage, or parking. Absences due to judicial leave should be recorded on the member's work report.
- 14.2.1 ~~A unit member's jury duty hours plus the hours from court to work plus any workday shift assignment for that day should not exceed nor be less than the unit member's regularly assigned number of work hours for that day.~~ **The Unit member's regularly assigned number of work hours that day should not exceed nor be less than the unit member's regularly assigned number of work hours for that day, which includes travel time from court to work.** The DISTRICT shall assess any unusual work shift on an individual basis, taking into consideration what is reasonable under the circumstances giving due respect to the needs of the DISTRICT and the health and welfare of the unit member.
- 14.2.2 Unit members called for jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the DISTRICT, shall notice the DISTRICT as soon as possible upon receipt of the summons. The DISTRICT will require unit members absent on jury duty, or as a subpoenaed witness as an employee of the DISTRICT, or as a litigant on behalf of the



DISTRICT, to submit verification from the court indicating the reporting and release times.

- 14.2.3 Unit members subpoenaed as witnesses related to the performance of their duties shall appear as required whether on- or off-duty. Members appearing off-duty shall be compensated pursuant to Article 7.
- 14.3 **MILITARY LEAVE.** A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Request for such military leave shall be made in writing and verified by a copy of the military orders requiring military duty. Time spent in military service shall be included in computation of service with the DISTRICT. Absences due to military leave shall ~~should~~ be recorded on the unit member's work report. Compensation shall be in accordance with the provisions of the California Military and Veterans Code.
- 14.4 **SICK LEAVE.** ~~Members of the bargaining unit employed by the DISTRICT five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence~~ Unit members with a full-time assignment shall accrue sick leave, a total of twelve (12) days per year in accordance with Education Code, beginning with the first (1<sup>st</sup>) month in which the unit member begins work in the DISTRICT. The accrual rate shall be proportional for assignments other than full-time. Such leaves can be taken for illness or injury, exclusive of days they are not required to render to the DISTRICT. Day, as used in this Article, means the unit member's regularly assigned workday, exclusive of overtime. Absences due to sick leave shall ~~should~~ be recorded on the unit member's work report.
- 14.4.1 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day of illness.
- 14.4.2 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the DISTRICT shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under this section, until the first day of the calendar month after completion of six (6) months of active service with the DISTRICT.
- 14.4.3 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness. Eligible unit members are entitled to receive compensation at their regular rate of pay

charged against credited sick leave for the workdays missed during the period of disability, provided that Human Resources receives a medical status report from a **verified health care provider**. ~~the attending physician.~~

- 14.4.4 If a member of the bargaining unit does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year.
- 14.4.5 ~~Members of the bargaining unit~~ **A unit member** absent due to surgery, serious injury or illness for more than five (5) consecutive assigned workdays shall be required to submit a medical release from a physician to Human Resources prior to being permitted to return to work. A unit member absent for more than five (5) workdays shall notify Human Resources of **their** ~~his/her~~ approximate return date.
- 14.4.6 ~~Members of the bargaining unit~~ **A unit member** may be required to submit to medical examinations, at the DISTRICT'S expense, **and** ~~at the discretion of the DISTRICT.~~
- 14.4.7 A unit member who has been employed by some other school DISTRICT for a period of one (1) calendar year or more, and who terminates such employment for the sole purpose of accepting a position in this DISTRICT and has not been terminated by an action initiated by the employer for cause, and who subsequently accepts within one (1) year of such termination, a position with the DISTRICT, shall upon request have transferred with ~~him/her~~ **their** all of the unused accumulated sick leave.
- 14.4.8 The DISTRICT may cancel all sick leave rights or accumulations when a unit member severs all official employment connection with the DISTRICT and all accumulated sick leave may be transferred pursuant to the provisions in Section 88202 of the Education Code. A unit member who has any sick leave benefits earned but unused on the date of retirement may have those converted to retirement credit if appropriate in accordance with applicable law.

Upon retirement, if sick leave cannot be used for retirement credit, sick leave will be converted to vacation days as follows:

- a. A ratio of five (5) sick days (forty (40) hours) to one (1) vacation day (eight (8) hours). Unit members working less than full time shall be prorated accordingly.

- b. Only days earned while employed ~~by~~ for the SBCCD DISTRICT are eligible for conversion benefits.
- c. Only unit members who have rendered five (5) years or more of unbroken service to the SBCCD DISTRICT are eligible for conversion benefits.
- d. The maximum number of vacation days which may be converted shall not exceed the number of days the retiring unit member earns annually under the provisions of Article 19, Section 19.3.

14.4.9 A unit member shall be credited once a fiscal year with the total of not less than 100 working days of paid sick leave, excluding sick days under Article 14.4. Such days of paid sick leave in addition to those days of sick leave under Article 14.4 shall be compensated at 50% of the unit member's regular salary. Such additional days shall be exclusive of any other paid leaves, holidays, vacation or compensatory time to which the unit member may be entitled. The 100 working days of extended sick leave shall be allocated on July 1st of each fiscal year; the 50% (half pay) extended sick days will be utilized only after all accrued regular full-pay sick leave is exhausted. Any remaining 50% half pay extended sick leave will not carry forward to the next fiscal year. At the conclusion of the 100 working days of 50% half pay extended sick leave the unit member may elect to use any other available leaves.

14.4.10 Sick leave shall be taken in increments of not less than one-quarter (1/4) hour.

14.4.11 A unit member shall contact ~~his/her~~ **their** immediate supervisor, or their designee, as soon as the need to be absent is known or at the beginning of the work shift. This does not apply where the unit member cannot reasonably provide the notification. The unit member shall inform ~~his/her~~ **their** immediate supervisor, or their designee, as to the expected date of return. Required documentation shall be submitted to Human Resources. Absences extending more than five (5) work days are subject to the provisions in section 14.4.12.

14.4.12 The DISTRICT may require a unit member to provide to Human Resources written verification of illness or injury by a licensed physician for any absence that exceeds five (5) workdays for which entitlement to sick leave is claimed under this Article and reported on the unit members work report. The verification shall include a statement that the unit member is able to perform ~~his/her~~ **their** duties without restriction. The verification shall also include the date upon which the unit member is released ~~back to work to full duties~~ **back to work**.

14.4.13 **SICK LEAVE STATUS REPORT.** All unit members shall have access to view their individual status report online.

14.4.14 When all available leaves of absence, paid or unpaid, have been exhausted, the unit member shall be placed on a reemployment list for a period of thirty-nine (39) months.

14.5 **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.** Absences due to Industrial leave should be recorded on the unit member's work report. Unit members shall be entitled to industrial accident and illness leave in accordance with current Education Code and the following provisions.

14.5.1 **DEFINITION.** For the purposes of this Article, an Industrial Accident or Illness leave shall be defined as disability absences resulting from an injury or illness, as solely determined to be a valid Workers Compensation claim by the District's Workers' Compensation insurer or Claims Administrator.

14.5.2 **APPLICATION FOR INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.** A unit member shall report verbally to their immediate supervisor any incident in the workplace which involves or may involve injury or illness as soon as possible but not later than twenty-four (24) hours of the occurrence unless the nature of the injury makes notification impossible.

14.5.3 **LEAVE ALLOWANCE.** The DISTRICT provides a maximum of sixty (60) working days of full pay leave for each industrial accident or illness commencing on the first day of absence. For the purpose of this Article, a full day of leave is equivalent to the unit member's usual workday.

Industrial Accident or Illness Leave shall not accumulate from year to year. All absences or leaves related to Industrial Accidents shall run concurrently with any time eligible to the unit member under the Family Medical Leave Act.

In the event that an absence has not been approved as a valid Industrial Accident or Illness leave when the payroll for the unit member is being computed, the unit member's normal sick leave balance will be charged for any absences which have been supported by a physician's written statements. Upon subsequent notification that the absence has been accepted as an Industrial Accident or Illness Leave the regular sick leave balance will then be adjusted to its previous balance. The DISTRICT or its representative shall comply with legal notification requirements (currently ninety [90] days) for notifying employees of acceptance or rejection of a claim.

- 14.5.4 **COMPENSATION.** During the first sixty (60) working days of an approved industrial accident claim, the unit member shall receive full salary. Thereafter, the unit member will receive their regular pay utilizing any temporary disability allowance the unit member is receiving combined with accumulated sick leave, accumulated compensatory time off, accrued vacation and/or half pay sick leave. The amount of sick and other paid leave will be used only in the amount needed to provide the normal wage or salary. In no event shall the unit member, for any period of disability, receive compensation greater than their normal salary.
- 14.5.5 Payment for wages on any day shall not, when added to an award granted the unit member under the Worker's Compensation laws of this State, exceed the normal wage for the day. During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off or other available leave provided by law or the action of the Board of Trustees, the unit member may endorse to the DISTRICT wage loss benefit checks received under the Worker's Compensation laws of this State. In the absence of such endorsement, the DISTRICT shall pay the difference between the wage loss benefit check and any entitlement the unit member may have.
- 14.5.6 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will then be used. If, however, a unit member is still receiving Worker's Compensation benefits at the time of the exhaustion of benefits under this Section, ~~he/she~~ **they** shall be entitled to use only so much of ~~his/her~~ **their** accumulated and available normal sick leave and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 14.5.7 When all available leaves of absence, paid or unpaid, have been exhausted, **and if the unit member is not medically able to assume the duties of their position, they shall, if not placed in another position, be placed** ~~the unit member shall be placed~~ on a reemployment list for a period of thirty-nine (39) months.

**If the unit member is medically cleared by the DISTRICT during the thirty-nine (39) month period, the unit member shall be reemployed in a vacant position in the class of their previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of**

DISTRICT funds. A unit member whose name has been placed on a reemployment list and who has been medically cleared by the DISTRICT for return to duty, and who refuses to accept an appropriate assignment, shall have their name removed from the reemployment list.

14.5.8 Leave under this Section shall commence on the first day of absence. The DISTRICT may select the examining physician and require a physician's report as verification of illness or injury due to industrial accident or illness.

14.5.9 Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the State.

14.5.10 In order to be eligible for leave under this Section, a unit member must have served as an employee of the DISTRICT continually for a period of nine (9) months.

14.6 **PERSONAL NECESSITY LEAVE.** Absences due to personal necessity leave ~~should~~ shall be recorded on the unit member's work report. Any days of leave of absence for illness or injury under Section 14.4 of this Agreement may be used by a unit member, at his/her ~~their~~ election in cases of personal necessity, including, ~~but not limited to any of~~ the following:

- a. ~~Death of a member of his/her immediate family.~~ Death of a member of the unit member's immediate family when additional leave is required beyond that provided in Section 14.1 of this article.
- b. Accident involving his/her ~~their~~ person or property, or the person or property of a member of his/her ~~their~~ immediate family.
- c. Appearance in court as a litigant, party or witness under subpoena or any order made with justification. If the unit member receives payment for this appearance, such payment will be forfeited to the DISTRICT.
- d. A serious illness of a member of the family.
- e. Such other reason approved by the DISTRICT.

No earned leave in excess of seven (7) days may be used in any fiscal year for leave under this Section. Under no circumstances shall leave be available for purposes of recreation of any kind, engaging in other employment of any kind, including direct or indirect self-employment, social events, vacation, any concerted refusal to work,

pursuit of other business, financial or economic interests of the unit member, or any illegal activity. For purposes of this Section, members of the immediate family means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

The unit member shall notify their immediate supervisor in advance of taking such leave, unless an emergency makes such notice impossible.

- 14.7 **UNAUTHORIZED LEAVE.** Absences due to unauthorized leave ~~should~~ shall be recorded on the unit member's work report. Any unit member absent without being on approved leave shall have deducted from his/her ~~their~~ salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member. Failure to notify the DISTRICT of the anticipated absence prior to the commencement of the unit member's shift may constitute unauthorized leave.
- 14.8 **BREAK IN SERVICE.** No absence under any paid leave provisions of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 14.9 **ADDITIONAL LEAVE.** The DISTRICT may grant, in addition to the leaves set forth hereinabove, such additional leaves of absence, with or without pay, for such purposes and periods of time as it deems advisable.
- 14.10 **AUTHORIZED LEAVE VERIFICATION.** Prior or subsequent to approval of any paid leave, the DISTRICT may require a unit member to furnish a doctor's certificate, affidavit or other documentation, on forms prescribed by the DISTRICT, as verification of illness or other reason for authorized leave. Verification may be required when the DISTRICT has reason to question the validity or any request for approved leave.
- 14.11 **PARENTAL LEAVE AND FAMILY CARE AND MEDICAL LEAVE-CARE.** Absences due to Parental Leave and Family Care ~~and Medical Leave~~ shall ~~should~~ be recorded on the unit member's work report.
- 14.11.1 **PARENTAL LEAVE/BONDING.** The DISTRICT will allow the use of paid sick leave for parental leave bonding up to a period of twelve (12) weeks within the first year following the birth or adoption of a child. A unit member shall not



be provided more than one twelve (12) workweek period for parental/bonding leave during any twelve (12) month period.

- a. The unit member must have served as an employee of the DISTRICT for a period of one (1) year, however, the unit member is not required to have 1,250 hours of service during the previous (12) month period in order to take parental/bonding leave.
- b. If a unit member exhausts all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave, the unit member shall be compensated at no less than fifty (50%) percent of the unit member's regular salary for the remaining portion of the twelve (12) workweek period of parental leave.
- c. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and unit member.
- d. **INTERMITTENT LEAVE.** A unit member may request to use parental leave on an intermittent basis with duration of no less than two (2) week increments. However, the DISTRICT must grant a request for leave of less than two (2) weeks duration on any two (2) occasions.
- e. Parental leave will run concurrently with applicable state and federal laws.

**14.11.2 FAMILY AND MEDICAL LEAVE CARE.** ~~The DISTRICT will allow the use of paid sick leave for family care leave for care of a disabled or seriously ill immediate family member for a period of up to twelve (12) weeks. Unit members are entitled to family care and medical leave for a total of up to twelve (12) weeks in a one (1) year (12 months) period as set forth in applicable federal and state law for the purpose of a birth of a child, an adoption, placement of a foster child, to care for a seriously ill family member, or because of an employee's own serious health condition.~~

- a. The unit member must have served as an employee of the DISTRICT ~~continuously~~ for a period of one (1) year, and has at least 1,250 hours of service for the DISTRICT during the twelve (12) month period immediately preceding the leave ~~however, the unit member is not required to have 1,250 hours of service during the previous twelve (12) month period in order to take parental/bonding leave.~~



- b. Sections 14.11.1 or 14.11.2 individually or in combination may not exceed a total of twelve (12) weeks in any twelve (12) month period.
- c. Upon exhaustion of sick leave, a unit member may utilize difference in pay up to completion of the twelve-week period.
- d. During this leave, the DISTRICT will continue benefit coverage, sick leave and seniority will accrue, and pension contributions will be made by both DISTRICT and unit member.
- e. For purposes of this Section Article, family member is defined as a unit member's child, parent or spouse/domestic partner ~~unit members of the immediate family means the mother, father, grandmother, grandfather or a grandchild of the unit member or of the spouse of the unit member, and the spouse/registered domestic partner, son, son in law, daughter, daughter in law, brother, brother in law, sister, sister in law of the unit member or any other individual whose legal residence is in the immediate household of the unit member.~~

**14.12 FAMILY SCHOOL PARTNERSHIP LEAVE.** In accordance with Labor Code 230.8 A unit member who is a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to a child or children in kindergarten or grades one (1) to twelve (12), inclusive, or attending a licensed child care provider, may take off up to forty (40) hours each year, not exceeding eight (8) hours in any calendar month of the year, to participate in activities of the school or licensed child care provider of any of their children. The unit member shall notify their immediate supervisor in advance of taking such leave. Absences due to participation in school activities of children shall be recorded on the unit member's work report.

14.12.1 If more than one parent of a child are employed by the DISTRICT at the same worksite, the entitlement under section 14.12 of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the employer.

14.12.2 Unit members may utilize existing vacation, personal leave or compensatory time off for the purposes of the planned absence.

14.12.3 A unit member, if requested by the DISTRICT, shall provide documentation from the school or licensed childcare provider as proof that they engaged in child-related activities permitted in section 14.12 on a specific date and at a particular time. Documentation means whatever written verification of

parental participation the school or licensed childcare provider deems appropriate and reasonable.

**14.13 STATE AND FEDERAL LEAVE LAWS.** Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) benefits are available to ~~classified~~ unit members as entitled under current state and federal law. Upon request, the DISTRICT shall provide the unit member a copy of their rights and benefits. All Federal and State Leave benefits will be calculated for eligibility and use on a 12-month basis.

- a. In cases of non-pregnancy related illness, ~~FMLA and CFRA will apply and run concurrent with Sick Leave (Article 14.4)~~ state and federal leave laws will run concurrently with Sick Leave if unit member meets the eligibility requirements.
- b. In cases of pregnancy related illness, ~~FMLA and PDL will apply and run concurrent with Sick Leave (Article 14.4)~~ applicable state and federal leave laws will run concurrently with Sick Leave if unit member meets the eligibility requirements.
- c. ~~In cases of family care, FMLA and CFRA will apply and run concurrent with Parental Leave and Family Care (Article 14.11).~~

**14.14 CATASTROPHIC ILLNESS LEAVE.** The purpose of this program is to permit unit members with a catastrophic injury or illness to solicit individual donations of sick leave and/or vacation and/or comp time leave from fellow employees.

All requests submitted to the Vice Chancellor of Human Resources or designee are handled with confidentiality and upheld throughout the process. The DISTRICT will make every effort to protect the identity and privacy of the catastrophic illness leave recipient.

**14.14.1 Definition of Catastrophic Leave:** The intent of this program is to permit unit members to donate eligible leave credits to a unit member when that unit member or a member of his or her ~~their~~ family suffers from a catastrophic illness or injury. For purposes of this Article a catastrophic illness or injury is defined as one which is expected to incapacitate the unit member or a member of his/her ~~their~~ family for an extended period of at least forty-five (45) or more calendar days ~~and taking extended time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave and other paid time off~~ or is, according to competent medical evidence catastrophic, likely to incapacitate the unit member or family member or be characterized as terminal.

A catastrophic leave donation request may be initiated immediately, using the process defined below, at the moment the need is known. However, Catastrophic Leave will not begin until all leaves have been exhausted as defined in this Article. **The maximum amount of time for which donated leave credits may be used, but not to exceed use for a maximum period of twelve (12) consecutive month.**

For purposes of this Section, "family" means the mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the unit member, or any relative living in the immediate household of the unit member.

#### 14.14.2 RECIPIENT REQUIREMENTS.

The recipient:

- a. Is a regular, non-probationary bargaining unit member who has exhausted all accrued paid leave credits, including sick leave, vacation and comp time;
- b. Is incapacitated/absent for an extended period of time no less than 45 calendar days;
- c. Is incapacitated during assigned time. For example, in the case of 10 or 11-month employee only assigned time will be considered;
- d. May use donated time in partial day increments;
- e. May initially request not more than sixty (60) days. A unit member may request an additional sixty (60) days by filing an additional request;
- f. **Recipient must fill out the Catastrophic Leave Request Form.** ~~Requests for donated leave credits in writing to Human Resources.~~ A fellow unit member, supervisor, family member, Human Resources, or the Recipient's medical provider may request Catastrophic Leave benefits on behalf of the Recipient;
- g. Must include with the **Catastrophic Leave Request Form**, a written statement from the medical provider, which verifies catastrophic illness

or injury of the Recipient or the Recipient's immediate family member as defined in 14.13; and

- h. Must use all donated leave within a twelve (12) consecutive month period following the donations. If the Recipient returns to work and has a reoccurrence of the same or related catastrophic injury or illness, after using any accrued vacation or sick leave, previously donated leave days may be used if time remains available, within the same twelve (12) month period.

The Vice Chancellor of Human Resources or designee shall evaluate all requests for catastrophic leave and shall have authority for granting leave in accordance with this Article. Pledged donated leaves can be used only for the specified catastrophic injury or illness. A different catastrophic injury or illness must be handled as a separate second incident. If the DISTRICT has reasonable cause to believe there is abuse of the catastrophic leave policy by a unit member, the DISTRICT may require additional medical verification from a physician selected by the DISTRICT at DISTRICT expense.

Human Resources will notify DISTRICT employees in writing of the need for donations of catastrophic leave credits and collect all signed **Catastrophic** Donations pledge Forms. Human Resources will notify Payroll of donated hours. Payroll will deduct donated hours from the donor and credit donated hours to the recipient. Human Resources and Payroll will keep a record of all donated leave credits.

If Recipient's request for catastrophic leave is denied, the Recipient or Recipient's agent or ASSOCIATION may request a review of the reason(s) for denial. If the denial is upheld the unit member or ASSOCIATION may appeal the decision to the Chancellor. If the denial is upheld at the Chancellor level, the decision is not subject to the grievance process.

~~The maximum amount of time in which donated leave credits may be used shall be twelve (12) consecutive months.~~

**14.14.3 DONOR REQUIREMENTS.** Unit members may donate leave credits to an eligible classified, confidential, management or academic employee under the following conditions:

- a. Donors may volunteer no more than 50% of their accrued sick and/or vacation and/or comp time. Donors must have accrued no less than 120 hours of leave credits prior to donation;

- b. Unit members wishing to donate catastrophic leave credits must donate credits in writing on a signed, ~~District authorization-pledge~~ Catastrophic Donation form, distributed by the Office of Human Resources;
- c. The minimum amount of donated leave credits shall be eight (8) hours initially, and in one hour increments thereafter;
- d. The donor understands that donation of catastrophic leave credits is voluntary;
- e. Donations may be made by eligible classified, confidential, management or academic employees;
- f. All transfers of eligible leave credit are irrevocable. Unused leave credits will not be credited back to the donor; and
- g. Donated leave is charged on an hour-for-hour basis.

## ARTICLE 15: IN HOUSE OR PROMOTIONAL ONLY RECRUITMENTS

- 15.1 POSTING OF VACANCIES.** Notice of all job vacancies within the bargaining unit shall be posted on the District employment bulletin boards at currently designated posting locations. "In-House or Promotional Only" recruitment notices shall be sent out to all unit members in a timely manner.
- 15.1** The job vacancy notice shall remain posted for a period of ten (10) full working days, during which time unit members may file for the vacancy.
- 15.2 NOTICE CONTENTS.** The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.
- 15.3 FILING.** Any unit member may file for the vacancy by submitting written notice to the Human Resources Office within the filing period. Any unit member on leave or vacation may authorize ~~his/her~~ **their** job representative to file on the unit member's behalf.
- 15.4 NOTIFICATION.** Unit members who apply for "In- House or Promotional Only" recruitments shall be notified in writing whether they were or were not selected.
- 15.2 "IN-HOUSE OR PROMOTIONAL ONLY" RECRUITMENTS.** "In-House or Promotional Only" recruitment shall only be used:
- a. When the position is being filled on an interim basis for the minimum time necessary to allow for full and open recruitment which shall not exceed one (1) year.
  - b. When there is a reorganization that does not result in a net increase in the number of unit members.
- 15.2.1** Any unit member may apply concurrently on an "In House or Promotional Only" basis for any position announced under the voluntary transfer policy. Such application will not be considered until voluntary transfer and voluntary demotion applicants have been reviewed. A selection process, as outlined in Section 53021 of the California Code of Regulations and Education Code 87100, will be used to address any "In House or Promotional Only" requests.

- 15.2.2 The procedure of selecting a qualified candidate shall be negotiated between the Parties. Selection shall be in compliance with Equal Employment Opportunity (EEO) regulations and consistent with Article 15.1 Posting Vacancies.
- 15.2.3 The ASSOCIATION and unit members shall receive documentation of the temporary work assignment.
- 15.2.4 Documentation of the temporary work assignment shall be placed in the unit member's personnel file.
- 15.2.5 The vacancy that is incurred because of an in-house or promotional recruitment shall either be filled using another in-house temporary assigning of the position and if the assignment is not filled with a bargaining unit member a substitute employee shall fill the vacancy until the incumbent returns to their assignment or is permanently filled.
- 15.2.6 The rate of pay for in-house promotional assignments shall be the initial rate of pay of the assignment the unit member is assigned to. If the increase exceeds the highest step of a higher classification, the unit member shall be paid at the higher step. In-house or promotional assignments shall be limited to six (6) months unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

## **ARTICLE 16: PERSONNEL**

**16.1 CLASSIFICATION.** The DISTRICT may create new classifications and fix duties, responsibilities, and assignments for such classifications, or reclassify or abolish positions as long as any such action is not inconsistent with other provisions in this Article or Agreement. Except by mutual agreement, the DISTRICT shall notify the ASSOCIATION in writing ten (10) working days prior to the board calendaring of an agenda item of any new classification or the abolition of a classification. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within ten (10) working days, its intent to negotiate the classification, titles, or abolition of the classification.

**16.1.1** The DISTRICT will notify the ASSOCIATION in writing within five (5) working days, notice of reorganization of classified position(s) at the colleges or district sites. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within five (5) working days its intent to negotiate effects of such reorganization.

**16.2 PERSONNEL FILES.** The personnel file of each unit member shall be maintained at a single location determined by the DISTRICT. No disciplinary action based upon written materials shall be taken against a unit member unless such written materials are included in the unit member's personnel file.

**16.2.1** Any supervisor or other administrator who writes and places into the personnel file a written evaluation, other than the regular unit member evaluation as defined in Article 13, or any document relating to a unit member's job performance shall sign and date such evaluation memorandum or document. The unit member shall be provided with copies of any adverse comment or written material thirty (30) calendar days, before it is placed in the personnel file. During this thirty (30) calendar day period, the unit member shall be given an opportunity during normal working hours to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

**16.2.2** Pursuant to Government Code 3306.5, the DISTRICT shall at reasonable times and at reasonable intervals, upon the request of a public safety officer, during usual business hours, with no loss of compensation to the officer, permit that officer to inspect personnel files that are used or have been used to determine that officer's qualifications for employment, promotion, additional compensation, or termination or other disciplinary action.



Each employer shall keep each public safety officer's personnel file or a true and correct copy thereof and shall make the file or copy thereof available within a reasonable period of time after a request therefore by the officer.

- 16.2.3 If, after examination of the officer's personnel file, the officer believes that any portion of the material is mistakenly or unlawfully placed in the file, the officer may request, in writing, that the mistaken or unlawful portion be corrected or deleted. Any request made pursuant to this subdivision shall include a statement by the officer describing the corrections or deletions from the personnel file requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this subdivision shall become part of the personnel file of the officer.

Within thirty (30) calendar days of receipt of a request made pursuant to section 16.2.3, the employer shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. If the employer refuses to grant the request, in whole or in part, the employer shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the officer.

- 16.2.4 The DISTRICT shall maintain a log within each unit member's personnel file indicating the persons (other than employees in the Human Resources Office) who have examined the file and the date of such examination. The log and the unit member's personnel file shall also be available to the appropriate ASSOCIATION representative with written authorization of the unit member where disciplinary action is pending against, or a grievance has been filed by the unit member. Such examination by the unit member or ASSOCIATION representative shall conform to the parameters set forth under Section 16.2.2.

- 16.2.5 Upon written authorization of the unit member, an ASSOCIATION representative may review the unit member's permanent personnel file. An ASSOCIATION representative may accompany any unit member in the review of that member's file.

### **16.3 REQUEST FOR RECLASSIFICATION.**

- 16.3.1 For purposes of this article, "reclassification" shall mean the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

- 16.3.2 The ASSOCIATION, or the DISTRICT, or a unit member may propose a reclassification. Requests for reclassification shall be submitted on an online, accessible and fillable Reclassification Request Form (Appendix E). These shall be obtained from the Office of Human Resources or the DISTRICT website. Requests for reclassification may be submitted by a unit member or the unit member's immediate supervisor or may be initiated by the Vice Chancellor of Human Resources or designee. Upon completion, the unit member will submit the Reclassification Request to the Office of Human Resources. A date stamped copy of all submitted forms will be provided to the unit member and the ASSOCIATION by the Office of Human Resources.
- 16.3.3 The ASSOCIATION, or the DISTRICT, or a unit member may propose a reclassification for any position at any time during the life of the Bargaining Agreement. A reclassification request may be initiated by the DISTRICT, ASSOCIATION, unit member or ~~his/her~~ **their** immediate supervisor.
- 16.3.4 **RECLASSIFICATION PROCESS.** The reclassification process will be an annual, collaborative process between the ASSOCIATION and the DISTRICT utilizing the Reclassification Committee. Requests must be submitted no later than December 1<sup>st</sup>, to be reviewed during the month of February as stated in section 16.3.4.4 of this article.
- 16.3.4.1 Step 1. Reclassification requests must be submitted to Human Resources November 1st – December 1st.
- 16.3.4.2 Step 2. Upon receipt of the request, the Office of Human Resources will date stamp the request prior to forwarding a copy to the unit member's immediate supervisor. The ASSOCIATION and the unit member shall receive a copy.
- 16.3.4.3 Step 3. The immediate supervisor will provide ~~his/her~~ **their** comments to Human Resources within fifteen (15) working days. The ASSOCIATION unit member shall receive a copy.
- 16.3.4.4 Step 4. Reclassification review by the Reclassification Committee shall occur during the month of February.
- a. If requested, a unit member shall have a personal interview with the committee.

- b. Human Resources will notify the unit member(s) of the committee's decision in writing within ten (10) working days at the conclusion of the committee.

16.3.4.5 Step 5. Reconsideration/Appeal Process shall be permitted within fifteen (15) working days after the unit member is informed of the Reclassification Committee's decision. The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the committee's find. The Chancellor shall notify the unit member and the committee in writing with thirty (30) working days of ~~his/her~~ **their** decision which shall be final.

16.3.4.6 Step 6. All approved reclassification recommendations shall be submitted for board approval no later than the June board meeting.

16.3.4.7 When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position.

16.3.4.8 **SALARY OF POSITION RECLASSIFICATION.** The salary of a unit member in a position that is reclassified shall be determined as follows:

- a. If a position is reclassified to a classification having the same salary range (reclassification – lateral), the salary and anniversary date of the unit member shall not change.
- b. If a position is reclassified to a classification having a higher salary range (reclassification–upward), the unit member shall be placed on the appropriate salary range of their new classification, which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at highest Step. The anniversary date of the unit member shall be the date on which the reclassification request was submitted.

16.3.4.9 Reclassification recommendations are subject to the approval of the Chancellor or designee. Final determinations shall be documented in the form of a memorandum of understanding and shall be subject to all approval processes.

16.3.4.10 The effective date of an approved reclassification shall be the date the application was stamp received by the Office of Human Resources.

16.3.4.11 Any unit member who requests a reclassification must wait at least two (2) years to submit another request.

16.3.5 **THE RECLASSIFICATION COMMITTEE.** The Reclassification Committee shall consist of the Director of Human Resources or designee and two (2) human resources staff members and the POA Chapter President or designee and two (2) unit members. The POA Labor Relations Representative (LRR) may be appointed to serve on the committee in lieu of one of the unit members. Both the ASSOCIATION and the DISTRICT will also appoint a minimum of two (2) alternates to serve as needed when there may be a conflict of interest or absence of an appointed committee member. Each party shall have three (3) committee members for the review process.

16.3.5.1 The ASSOCIATION shall be given reasonable time without loss of compensation to prepare for and participate on the Reclassification Committee.

16.3.5.2 The parties shall notify each other of its committee members and alternates no later than November 1st of each year.

16.3.5.3 If the Committee finds that a classification does not exist, a draft job description will be provided by the DISTRICT, if applicable, and shall be subject to the negotiations process between the ASSOCIATION and DISTRICT.

#### 16.4 **PLACEMENT IN THE CLASSIFICATION AND RANGE.**

16.4.1 Every bargaining unit member shall be placed in a classification and range in the classified service.

#### 16.5 **CLASSIFICATION AND COMPENSATION STUDIES.**

16.5.1 The DISTRICT and the ASSOCIATION shall review each classification within the bargaining unit at least once within a five (5) year period.

16.5.2 The DISTRICT and the ASSOCIATION shall mutually agree on the compensation and classification study process.

16.5.3 Salary range adjustments shall be negotiated.

**16.6 CLASSIFICATION AND RECLASSIFICATION REQUIREMENTS.**

16.6.1 Position classification and reclassification shall be subject to mutual agreement between the DISTRICT and the ASSOCIATION.

16.7 Either party may propose a reclassification for any position at any time during the life of the Agreement.

## ARTICLE 17: PROGRESSIVE DISCIPLINE

- 17.1 Progressive discipline is a series of disciplinary actions, corrective in nature and is not intended to be punitive, to provide unit members the opportunity to improve job performance and comply with policies and procedures.
- 17.2 Prior to imposing formal disciplinary action upon a bargaining 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. Discipline includes, but is not limited to, oral warning, written warning, written reprimand, suspension without pay, and may lead to termination.

A "day" is any day in which the Human Resources Department of San Bernardino Community College District is normally open for business to the public.

**17.2.1 Step 1 – Informal Conference.** Prior to any formal discipline action, the unit member's immediate supervisor shall notify the unit member of the deficiencies in his/her **their** job performance that has been observed. The supervisor shall identify improvements needed and how the unit member may improve his/her **their** 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 (60) 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.

~~17.2.2 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 unit 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.

**17.2.2 Step 3 2 – Written Warning.** If deficiencies identified in Step 2 **1** 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. 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 **1** level.

Documentation of the written warning shall be placed in the unit member's personnel file.

- 17.2.3 **Step 4 3 – Letter of Reprimand.** If deficiencies identified in Step 3 2 have not improved, the unit member's immediate supervisor may prepare a written Letter of Reprimand and send the letter to the unit member. 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 2 level.

17.2.3.1 **Supervisor Meeting.** If the member disagrees with the Letter of Reprimand, they may meet informally with the immediate supervisor issuing the Letter of Reprimand. The supervisor shall have five (5) days to respond and/or issue the Letter of Reprimand.

17.2.3.2 **Chief's Meeting.** If after the Supervisor discussion the issue is not resolved, the matter shall be referred to the Chief or their designee for review. The supervisor shall prepare and forward a written memorandum setting forth the reason(s) for the issuance of the Letter of Reprimand with the Letter of Reprimand. The Chief shall meet with the unit member and render a decision within ten (10) working days.

The Chief's decision shall be final and not subject to any further appeal or grievance process. The Letter of Reprimand shall not be placed in the unit member's personnel file until they have been given thirty (30) working days to respond.

- 17.2.4 **Step 5 4 – Suspension.** If deficiencies identified in Step 4 3 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 placed in the unit member's personnel file. A notice of the suspension shall be prepared and subject to the disciplinary procedures within Article 17.3.

- 17.2.5 **Step 6 5 – Further Action.** If deficiencies identified in Step 5 4 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. A notice of the recommendation for further action shall be prepared and subject to the disciplinary procedures within Article 17.3 and placed in the unit member's personnel file.

**17.3 DUE PROCESS.** When disciplinary action is being proposed against a unit member the DISTRICT must comply with the procedural due process requirements before it may deprive a unit member their property right and/or interest. Due process mandates that at a minimum a unit member must be provided with the following pre-disciplinary safeguards:

- a. notice of the proposed action;
- b. cause for the action;
- c. 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;
- d. a copy of all materials including statements on which the DISTRICT relied upon preparing the notice of intent to discipline;
- e. copies of any sections of this contract, rules, regulations, or laws which are alleged to have been violated;
- f. notice of the right to respond to the charges either verbally or in writing prior to imposed discipline;
- g. the right to representation at all phases of the disciplinary process; and
- h. a statement of the unit member's right to hearing(s).

**17.4 DISCOVERY.** The unit member or designee shall have the right to inspect and receive copies of any documents or other materials in the possession or under the control of the DISTRICT which are relevant to the disciplinary action proposed, at times and places reasonable for the unit member and the DISTRICT.

**17.5 BURDEN OF PROOF.** When disciplinary action is to be imposed on the unit member, the burden of proof shall rest with the DISTRICT.

**17.6 PAID ADMINISTRATIVE LEAVE.** The Vice Chancellor of Human Resources or designee may, upon written notice, place a unit member on Paid Administrative Leave when investigating allegation(s) of misconduct, wrongdoing, illegal act(s), or for the safety or for the protection of the public, district, or individual. The unit member shall remain on paid administrative leave while the investigation is being conducted, a decision is rendered, and subsequent action is taken. All of the aforementioned shall be



conducted in a timely and expeditious manner. Paid Administrative Leave shall mean that the ~~employee~~ **unit member** shall not report to work but shall receive all pay and benefits and shall be accessible to the DISTRICT during all scheduled working hours.

**17.7 NOTICE OF INTENT TO DISCIPLINE.** When disciplinary action is proposed, the DISTRICT shall provide the ASSOCIATION and unit member a Notice of Proposed Discipline setting forth the cause of the action the specific acts or omissions upon which the proposed discipline is based and copies of all statements or documents upon which the DISTRICT relied on assessing the degree of proposed discipline. The notice should be in compliance with the provisions of Education Code Sections 88013, 88016.

**17.8 RIGHT TO A PRE-DISCIPLINARY MEETING (SKELLY CONFERENCE).** The Notice of Proposed Discipline shall inform the unit member of ~~his/her~~ **their** 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 five (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 ASSOCIATION 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.

**17.9 RIGHT TO AN EVIDENTIARY HEARING.** The Notice of Proposed Discipline shall inform the unit member of ~~his/her~~ **their** 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 be represented by a representative of ~~his/her~~ **their** 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 unit member’s right to an evidentiary hearing and no hearing will be held.

#### 17.10 UNIT MEMBER'S RIGHT DURING AN EVIDENTIARY HEARING.

- a. **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 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 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.
- b. **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.
- c. Following the Evidentiary Hearing, the Hearing Officer shall render ~~his/her~~ **their** findings, and decision, which shall be served on both parties. The Hearing Officer's decision is a recommendation only and is not binding.
- d. Unit members 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.
- e. **Costs:** The cost of the hearing and Hearing Officer will be borne by the DISTRICT.

#### 17.11 CAUSE FOR DISCIPLINARY ACTION. Cause is defined as those acts, omissions, or behaviors which are detrimental to the operations of the DISTRICT and/or its major instructional, student and administrative divisions, or which impair the DISTRICT'S mission, purpose or objectives.

The term "cause" for disciplinary actions that occur outside the progressive discipline steps in the forgoing portions of Article 17 include:

- Insubordination including the refusal to perform assigned duties or the refusal to obey a lawful directive from a supervisor.
- Carelessness or negligence in the care and/or use of District property.
- Discourteous offensive, or abusive conduct or language toward other employees, students, or the public.
- Dishonesty.
- Drinking alcoholic beverages on the job or reporting to work while intoxicated.
- 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.
- Personal conduct of an unlawful nature or other conduct which a reasonable person would know may have adverse impact on the District.
- Engaging during required work time in political activity not authorized by law.
- Conviction of any felony or any crime involving moral turpitude.
- Repeated unexcused absence or tardiness.
- Abuse of any leaves.
- 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.
- Persistent violation or refusal to obey all rules and regulations made applicable to public schools by the Governing Board or by any appropriate federal, state or local governmental agency.
- 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.
- Negligent or intentional violation of any law concerning the District.
- Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.

## ARTICLE 18: GRIEVANCE PROCEDURE

- 18.1 A “grievance” is a formal written allegation, on the prescribed DISTRICT form, by a unit member alleging a violation of this Agreement, District policy, Federal or State law.
- 18.2 A “grievant” is a unit member, unit members, or the ASSOCIATION.
- 18.3 A “day” is any day in which the central administrative office of the San Bernardino Community College District is open for business.
- 18.4 The “immediate supervisor” is the lowest level supervisor having immediate jurisdiction over the grievant and who has been designated to adjust grievances.
- 18.5 **INFORMAL LEVEL.** A unit member’s grievance must be submitted orally in an informal conference with the unit member’s immediate supervisor within twenty (20) days after the act or omission giving rise to the grievance, or twenty (20) days after the unit member, through the exercise of reasonable diligence, should have had knowledge of the act or omission that have gave rise to the grievance. At the time of the conference, the unit member may be accompanied by another unit member.
- 18.6 **FORMAL LEVEL - STEP 1.** If the alleged grievance is not resolved at the informal conference, the grievant must within five (5) days after the informal conference, present ~~his/her~~ **their** grievance in writing to ~~his/her~~ **their** immediate supervisor. This statement shall be a clear, concise statement of the grievance, the decision rendered at the informal conference and the specific sections of the Agreement allegedly violated, misapplied, misinterpreted and the specific remedy sought. A grievance may include more than one (1) unit member provided the issue is the same.
- The supervisor shall communicate ~~his/her~~ **their** decision to the unit member in writing within five (5) days after receipt of the written grievance.
- 18.7 **STEP 2.** In the event the grievant is not satisfied with the decision rendered by the supervisor, they may appeal the decision to the Chief of Police or their designee within five (5) days after receipt of the supervisor’s decision. This statement must include a copy of the original grievance, the decision rendered by the immediate supervisor, and the reason for the appeal. The Chief of Police, or their designee, will communicate a decision in writing within ten (10) days after receipt of the appeal.
- 18.8 **STEP 3.** In the event the grievant is not satisfied with the decision rendered by the Chief of Police, they may appeal the decision to the Chancellor or their designee within five (5) days after receipt of the supervisor’s decision. This statement must include a copy of the original grievance, the decision rendered by the immediate supervisor, and

the reason for the appeal. The Chancellor, or their designee, will communicate a decision in writing within ten (10) days after receipt of the appeal.

18.9 **STEP 4** If the grievant is not satisfied with the decision of the Chancellor or ~~his/her~~ **their** designee, the grievant may (with the approval of the ASSOCIATION) within thirty (30) days, submit a request in writing to the Chancellor for binding arbitration of the dispute.

18.9.1 The ASSOCIATION and the DISTRICT shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a list of five (5) names. Each PARTY shall alternately strike a name from the list until only one (1) name remains. The remaining person shall be the arbitrator. The order of the striking shall be determined by lot.

18.9.2 The fees and expenses of the arbitrator shall be borne equally between the DISTRICT and the ASSOCIATION. All other expenses shall be borne by the party incurring them. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted that shall be binding on the grievant, the ASSOCIATION and the DISTRICT. If the PARTIES cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answer thereto at each step.

18.9.3 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the DISTRICT.

18.9.4 The arbitrator shall submit ~~his/her~~ **their** findings not later than twenty (20) days from the date of the close of the hearings or from the date the final statements and proofs are submitted to him/her. The arbitrator's findings of fact will be in writing and set forth ~~his/her~~ **their** reasoning and decision on the issue(s) submitted.

18.10 **REPRESENTATION.** A unit member shall have the right to present grievances in accordance with these procedures with or without the intervention of the ASSOCIATION.

18.11 **ASSOCIATION NOTIFICATION.** In any instance where the ASSOCIATION is not represented in a grievance, the ASSOCIATION shall be notified of the intended disposition of the grievance ten (10) days prior to final action by the DISTRICT. The ASSOCIATION may respond in writing within the ten (10) day period.

- 18.12 **WAIVER.** The failure of the grievant to act within the prescribed time limits stated in this Article will act as a waiver of the grievance.
- 18.13 **DENIAL AND APPEAL.** The failure of the DISTRICT to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next step.
- 18.14 **SEPARATE GRIEVANCE FILE.** All documents, communications and records, dealing with the processing of a grievance shall be filed in a separate grievance file. Such materials may be placed in a unit member's personnel file in cases where the document, communication or record may be relevant to a disciplinary matter.
- 18.15 **STATUS OF PARTIES PENDING OUTCOME.** As to matters related to the procedures of this Section, the DISTRICT'S action shall remain in effect pending the final outcome of the grievance.

## ARTICLE 19: VACATIONS

**19.1 PAID VACATION.** All unit members shall earn paid vacation time under the provisions of this Article.

**19.2 VACATION ELIGIBILITY.**

19.2.1 The first day of the month following the date of initial employment is considered the day and month in determining vacation entitlement.

19.2.2 Probationary unit members shall be eligible to accrue vacation but are not eligible to use vacation until completion of six (6) months in paid status with the DISTRICT.

**19.3 VACATION ACCRUAL.**

19.3.1 Vacation time shall be earned and accrued in hours based on the unit member's longevity date on a monthly basis according to the following schedule:

0 months through 4 years eight (8) hours
Beginning 5 years through 10 years ten (10) hours
Beginning 11 years through 15 years twelve (12) hours
Beginning 16 years fourteen (14) hours
One (1) additional vacation day will be earned effective with the 20th year of service
One (1) additional vacation day will be earned effective with the 25th year of service

**19.4 VACATION ACCRUAL FORMULA.**

19.4.1 Vacation for unit members shall be computed on an hourly basis, 173 hours being equal to one (1) full month of employment.

Months Worked	0 - 4 Years	5 - 10 Years	11 - 15 Years	16 - 19 Years	20 Years	25 Years & Over
173 hours	8 hours	10 hours	12 hours	14 hours	14 2/3 hours	15 1/3 hours
346	16	20	24	28	29 1/3	30 2/3
519	24	30	36	42	44	46
692	32	40	48	56	58 2/3	61 1/3

865	40	50	60	70	73 1/3	76 2/3
1038	48	60	72	84	88	92
1211	56	70	84	98	102 1/3	107 1/3
1384	64	80	96	112	117 1/3	122 2/3
1557	72	90	108	126	132	136
1730	80	100	120	140	146 2/3	153 1/3
1903	88	110	132	154	161 1/3	168 2/3
2076	96	120	144	168	176	184

**19.4.2 PARTIAL MONTHS.** Vacation earned for partial months worked shall be as follows:

Less than 1 week	25% of a month's entitlement
1 week to 2 weeks	50% of a month's entitlement
More than 2 weeks	100% of a month's entitlement

**19.5 VACATION PAY.** Vacation pay shall be based upon the unit member's salary at the time the vacation is taken.

**19.6 STATUS REPORT ON VACATION.** All unit members shall have access to view their individual status report online. The report shall be updated quarterly.

**19.7 HOLIDAYS (During Vacation).** When a holiday falls during the scheduled vacation of any unit member, the day shall not be charged as a vacation day.

**19.8 VACATION SCHEDULING.** Vacations shall be scheduled at times requested by unit members so far as possible within the District's work requirements. If there is any conflict between unit members who are working on the same or similar job duties as to when vacations shall be taken, the vacations shall be rotated as equally as is practical among unit members within each department on a seniority basis.

Vacation benefits earned must be taken by December 31st of the fiscal year following that in which they were earned.

**19.9 PRIOR APPROVAL.** All vacations must be approved in advance by the unit member's immediate supervisor and shall be taken at a time which is least disruptive of DISTRICT operations. A unit member's request for vacation must be responded to and answered by the immediate supervisor within ten (10) days of its receipt. If the request is denied, a reason for denial in writing shall be provided to the unit member. This decision shall not be arbitrary or capricious and every effort will be made by the DISTRICT to accommodate a unit member's request to take vacation.



**19.10 CONSECUTIVE FISCAL YEAR.** Vacations earned in two (2) different fiscal years may be combined and taken at one time if it does not exceed the maximum vacation entitlement of the most recent complete fiscal year. There must be a period of at least two (2) months of actual performance on the job between vacations that were earned in two (2) fiscal years, unless otherwise approved by the DISTRICT.

**19.11 UNAUTHORIZED ABSENCE.** Any unit member absent without being on approved vacation leave shall have deducted from ~~his/her~~ **their** salary the appropriate amount covering such period. The DISTRICT reserves the right to take any appropriate disciplinary action against such unit member, including termination.

**19.12 VACATION INTERRUPTION.** A permanent unit member may interrupt or terminate ~~his/her~~ **their** regular vacation leave in case of illness, and use sick leave before continuing regular leave or returning to work, subject to the following requirements:

- a. The unit member must notify ~~his/her~~ **their** supervisor of the interruption or termination of ~~his/her~~ **their** vacation prior to use of sick leave;
- b. The supervisor shall notify the unit member if ~~he/she~~ **they** may continue ~~his/her~~ **their** vacation leave, after use of sick leave, or if ~~he/she~~ **they** must report to ~~his/her~~ **their** normally assigned work; and
- c. Upon returning to the regularly assigned work, the unit member must furnish a doctor's medical certificate verifying the illness or injury which interrupted or terminated ~~his/her~~ **their** vacation.

**19.13 SEPARATION OR TERMINATION OF EMPLOYMENT.**

**19.13.1 RESIGNATION AND RETIREMENT.** Upon termination, a unit member shall be entitled to all unused vacation pay earned and accumulated up to the time of termination

## ARTICLE 20: HEALTH SERVICE, CONTINUATION AFTER RETIREMENT

- 20.1 **HEALTH COVERAGE AFTER RETIREMENT.** Any unit member who chooses early retirement or disability will continue to be eligible, if permitted by the carrier, to participate in one of the existing hospitalization/medical plan benefits pursuant to the provisions of Article 10, with the least expensive hospitalization/medical plan paid by the DISTRICT until age 65. Retirees shall be responsible for any additional cost in the event they select a more expensive hospitalization/medical plan. Coverage after retirement is subject to the following conditions.

To be eligible for health coverage after retirement under this Article, the unit member must either:

- a. Have attained the age of ~~sixty (60)~~ **fifty-five (55)** before terminating employment and have completed a minimum of ten (10) years of continuous service with the DISTRICT, or
- b. Have attained the age of ~~fifty-five (55)~~ **fifty (50)** before terminating employment and have completed a minimum of twenty (20) years of continuous service with the DISTRICT.

- 20.1.1 The unit member must be an employee of the DISTRICT immediately preceding retirement and must retire under the Public Employees' Retirement System (PERS) **immediately upon retirement from the DISTRICT or within thirty (30) days.**

- 20.2 **PERS SAFETY RETIREMENT.** The DISTRICT agrees to amend its contract with PERS to allow for the 2.7% @ 57 for CLASSIC and PEPRAs members.

- 20.3 **DISABILITY RETIREMENT.** ~~The DISTRICT agrees to contract with Public Employees' Retirement System (PERS) for Industrial Disability Retirement (IDR). To be eligible for health coverage while on Public Employees' Retirement System disability retirement under this Article, the unit member shall have completed a minimum of five (5) continuous years' service with the DISTRICT.~~

- ~~20.3.1 If the retiree is also on social security disability retirement, such medical coverage shall cease when the retiree becomes eligible for Medicare. A retiree on social security disability retirement is eligible for Parts A & B of Medicare two (2) years after they are accepted for social security disability retirement. The DISTRICT medical coverage under this Article will cease as of that date and all Medicare premiums are the responsibility of the retiree.~~

20.4 Notwithstanding the foregoing, the following provisions apply to both ~~service~~ **safety** and disability health benefits:

- a. Medical coverage terminates on the death of the retiree.
- b. The retiree has the responsibility to notify the Human Resources Office of any change of address by certified mail.
- c. The retiree must annually truthfully respond to a status questionnaire from the Human Resources Office within forty-five (45) days of mailing. Failure to do so may result in termination of these benefits.
- d. Retirees covered under this Article may change from one (1) DISTRICT offered medical plan to another by notifying the DISTRICT Human Resources Office prior to the end of the open enrollment period. Open enrollment periods may vary from year to year. Please contact the Human Resources Office to verify period.

**ARTICLE 21: SEVERABILITY**

- 21.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

## ARTICLE 22: EFFECT OF AGREEMENT

- 22.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over DISTRICT practices and procedures and over State Laws to the extent permitted by State law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the DISTRICT.

## ARTICLE 23: SAFETY

- 23.1 **UNSAFE/UNSANITARY CONDITION.** Unit members shall notify their immediate supervisor in writing concerning an unsafe or unsanitary condition in the DISTRICT directly affecting their physical welfare. The immediate supervisor shall acknowledge receipt of the written condition by initialing and dating the original request. Such initials acknowledge receipt only. Their immediate supervisor shall investigate said reported unsafe or unsanitary condition and shall notify the unit member of any findings and suggested corrective action within five (5) working days of the receipt of the written request.
- 23.2 **SAFETY COMMITTEE.** The DISTRICT shall allow for unit member representation on any committee appointed by the DISTRICT for the purpose of investigating, developing and promulgating safety programs which significantly affect unit members.
- ~~23.3 **THREATS OR ASSAULT BATTERY.** Unit members shall immediately report to their supervisors all cases of intimidation, bullying, threats and or acts of verbal/physical harm; of assault and/or battery suffered by them in connection with their employment. In the event any of the aforementioned listed are committed by a DISTRICT management employee the unit member may report it directly to the Human Resources Department for investigating. The DISTRICT shall inform the affected unit member in writing within fifteen (15) working days of the findings.~~
- ~~Any student who has caused, attempted to cause, or threatened to cause physical injury to a bargaining unit member shall be disciplined in accordance with DISTRICT Board Policy that addresses standards of student conduct and disciplinary procedures. When requested by the unit member, the supervisor shall inform the affected unit member within fifteen (15) days of the action taken.~~

## ARTICLE 24: COMPLETION OF MEET AND NEGOTIATION

- 24.1 **TERM.** The DISTRICT and ASSOCIATION agree to a three-year Agreement beginning with July 1, 2020 and ending on June 30, 2023. The DISTRICT further agrees that the agreement shall remain in full force and effect until completion of a binding successor agreement is reached by the parties or until exhaustion of the statutory PERB procedures involved in resolving contract negotiation disputes including impasse and fact-finding procedures.

For 2021-2022 and 2022-2023, SBCCD POA reserves the right to re-open Article 7 for negotiations on salary increases, both parties agree to open Article 10 Health & Welfare and related Appendices in each year of the agreement. In addition, each party may reopen up to two (2) other articles each year.

This Agreement has been ratified by SBCCD POA on March 1, 2023.

## APPENDIX A

SAN BERNARDINO  COMMUNITY COLLEGE DISTRICT

Effective: 07/01/22  
[v. 7/18/2022.p.1|1]

### POA Salary Schedule Board Approved 06/09/2022

RANGE	POSITION	STEP					
		A	B	C	D	E	F
50	▪ College Police Officer	\$ 36.07	\$ 37.86	\$ 39.79	\$ 41.76	\$ 43.84	\$ 45.16




## APPENDIX B

### HEALTH AND WELFARE BENEFITS

<b>Medical:</b>	<p>A choice of <del>five (5)</del> <b>six (6)</b> medical plans:</p> <ul style="list-style-type: none"> <li>Kaiser Low HMO</li> <li>Kaiser High HMO</li> <li>Anthem HMO Narrow Network</li> <li>Anthem HMO Full Network</li> <li>Anthem PPO 100A</li> <li><b>Anthem PPO 90C</b></li> </ul>
<b>Dental:</b>	<p>A choice of two (2) dental plans:</p> <ul style="list-style-type: none"> <li>Delta Care</li> <li>Delta Dental PPO</li> </ul>
<b>Vision:</b>	Coverage through EyeMED
<b>Chiropractic:</b>	Coverage through Anthem or Kaiser
<b>Employee Assistance:</b>	Coverage through Anthem EAP
<b>Basic and Voluntary Life and AD&amp;D:</b>	District-paid life insurance coverage for employees, with an option to purchase additional supplemental coverage for employees and eligible dependents.

## APPENDIX C

### EVALUATION FORM

	<b>Employee Name</b>  POA Performance Evaluation (due __/__/__) Due Date: _____	<b>Direct Manager:</b> Manager Name
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**General Information**

Position	Division	Evaluation Type
Position Title		Periodic
Department	Class Spec	
Police Department		

**Rating Summary By:** \_\_\_\_\_

**Content**

COMPETENCY SECTION | CLASSIFIED 5-POINT RATINGS

**Measures of Performance**

**Job Knowledge**

Demonstrates comprehensive and up to date knowledge of the job and understands how the job relates to other operations within and outside of the department. Has the functional and technical knowledge and skills to perform at a high level of accomplishment.

NAME	COMMENT
5 - Exceptional performance	<div style="border: 1px solid #ccc; height: 150px; width: 100%;"></div>
4 - Exceeds competent performance	
3 - Competent performance	
2 - Less than competent performance	
1 - Significantly less than competent performance	
N/A - Not applicable	

**Work Quantity**

Amount of work performed

NAME	COMMENT
5 - Exceptional performance	<div style="border: 1px solid #ccc; height: 150px; width: 100%;"></div>
4 - Exceeds competent performance	
3 - Competent performance	
2 - Less than competent performance	
1 - Significantly less than competent performance	
N/A - Not applicable	

**Attention to Detail**

Is thorough and accurate in all assignments. Diligently attends to details and maintains a high degree of quality in one's work.

NAME

COMMENT

5 - Exceptional performance

4 - Exceeds competent performance

3 - Competent performance

2 - Less than competent performance

1 - Significantly less than competent performance

N/A - Not applicable

**Planning**

Accurately scopes out length and difficulty of tasks and projects. Sets goals and objectives, and includes appropriate people in planning process.

NAME

COMMENT

5 - Exceptional performance

4 - Exceeds competent performance

3 - Competent performance

2 - Less than competent performance

1 - Significantly less than competent performance

N/A - Not applicable

**Attendance**

Punctual, observe work hours and rest periods

NAME

COMMENT

5 - Exceptional performance

4 - Exceeds competent performance

3 - Competent performance

2 - Less than competent performance

1 - Significantly less than competent performance

N/A - Not applicable

**Team Work**

Works collaboratively with others, gets help when needed, shares knowledge, and contributes to a positive work environment.

NAME	COMMENT
5 - Exceptional performance	
4 - Exceeds competent performance	
3 - Competent performance	
2 - Less than competent performance	
1 - Significantly less than competent performance	
N/A - Not applicable	

**Dependability**

Can be relied upon consistently

NAME	COMMENT
5 - Exceptional performance	
4 - Exceeds competent performance	
3 - Competent performance	
2 - Less than competent performance	
1 - Significantly less than competent performance	
N/A - Not applicable	

## NARRATIVE SECTION | TEXT ONLY

**Employee Development****Development Area**

Indicate the result or characteristic area(s) needing improvement for current job responsibilities.

COMMENT

**Development Activity**

Indicate training, special assignments, project, job rotation, etc.

COMMENT

**Career Advancement: Development Area**

Indicate the result or characteristic area (s) needing improvement for enhancing opportunities for career development.

COMMENT

**Career Advancement: Development Activity**

Indicate training, special assignments, project, job rotation, etc.

COMMENT

Evaluation Overall Section | Text Only

**Overall Assessment**

Provide an overall assessment of the employee's performance during the evaluation period, and specify major strengths and areas needing improvement.

COMMENT

**Rating Scales****Classified 5-Point Ratings**

NAME	DESCRIPTION
5 - Exceptional performance	Little or no room for improvement exists
4 - Exceeds competent performance	
3 - Competent performance	
2 - Less than competent performance	Room for improvement clearly exists
1 - Significantly less than competent performance	Major improvement required
N/A - Not applicable	No opportunity to observe and/or not pertinent to current duties and responsibilities.

## APPENDIX D

### Tuition/Enrollment Reimbursement Forms

As a POA employee of the District, you have two (2) education benefits:

1. Enrollment fee reimbursement for courses offered at San Bernardino Valley College and Crafton Hills College. This benefit applies to you and your dependents. Dependents include:
  - Spouse or registered domestic partner
  - Child up to age 19
  - Child is between 19 and 25 attending school full-time (9+ units) or are more than 50% financially dependent, unmarried and reside with parent or are away at college.
  - Disabled children over age 19

This benefit has the following restrictions:

- Must have completed one (1) year of service as a classified employee with the District
- Employee courses must be taken outside of working hours
- Reimbursement is for enrollment fees only (cost for all units enrolled)
- Can only be used for credit courses
- Must earn a grade of "C" or better
- No prior approval required

To use this benefit, please do the following:

- Once you are employed for a year, register for courses, and pay the enrollment fees
- You or your dependent take the course and pass with a "C" or better
- Complete the appropriate **Enrollment Fee Reimbursement** form (found on the following pages, there is one for the employee and another one for dependents) and provide proof of payment of fees and successful completion of courses
- Get reimbursed for enrollment fees

2. 80% Tuition cost reimbursement for courses completed outside of the District. This benefit can be used at any educational institution and has the following restrictions:
  - Must have completed one (1) year of service as a classified employee with the District
  - Reimbursement is based on the cost of the University of California (UC) system. This means that you can take courses at any institution and be reimbursed up to what it would have cost at the UC
  - Must earn a grade of "C" or better
  - Must have management approval before course begins (use the Course Approval Form on the next page)

To use this benefit, please do the following:

- Once you have completed one (1) year of service, complete the **Course Approval** Form on the next page and have it approved by your supervisor and Chancellor
- Once approved, take the course and pass with a "C" or better
- Complete the **Tuition Reimbursement** form (found on the following pages) and provide proof of payment of fees and successful completion of courses
- Get reimbursed up to 80% of your tuition

## San Bernardino Community College District

Course Approval Form for Tuition Reimbursement  
Outside District – POA Bargaining Unit Member  
Article 7.10.6

Employee Name: \_\_\_\_\_ Last four (4) Social Security Number: \_\_\_\_\_

Classification: \_\_\_\_\_ Department: \_\_\_\_\_ Site: \_\_\_\_\_

### Course Approval

POA employees on the POA employee salary schedule shall be eligible for 80% tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed 24 semester units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time POA employees who have completed one (1) year of service as a classified employee shall be eligible for this benefit.

**All outside courses for which a classified employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor.** If the request by the immediate supervisor is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.

COLLEGE/UNIVERSITY	COURSE	UNITS	TERMS/DATES	TUITION COST
<b>TOTAL TUITION COST:</b>				

THESE COURSE(S) PERTAIN TO MY POSITION IN THE FOLLOWING WAY:

I REQUEST PRIOR APPROVAL FOR TUITION REIMBURSEMENT FOR THE COURSE(S) LISTED ABOVE

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**APPROVED** ☐ **DENIED** ☐

\_\_\_\_\_  
Immediate Supervisor Signature

\_\_\_\_\_  
Date

**APPROVED** ☐ **DENIED** ☐

\_\_\_\_\_  
Chancellor Signature

\_\_\_\_\_  
Date



## San Bernardino Community College District

Tuition Reimbursement Form – Outside District  
POA Bargaining Unit Member  
Article 7.10.6

Employee Name: \_\_\_\_\_ Last four (4) Social Security Number: \_\_\_\_\_

Classification: \_\_\_\_\_ Department: \_\_\_\_\_ Site: \_\_\_\_\_

### Tuition Reimbursement

POA employees on the POA employee salary schedule shall be eligible for 80% tuition cost reimbursement for courses completed outside of the DISTRICT with a grade of "C" or better which pertain to their classified position. Such reimbursement shall be actual costs not to exceed 24 semester units of coursework per year. However, no tuition cost paid by the DISTRICT is to exceed on a per unit basis cost of similar coursework at the University of California.

Only full-time POA employees who have completed one (1) year of service as a classified employee shall be eligible for this benefit.

**All outside courses for which a classified employee seeks tuition reimbursement must have prior approval by their immediate supervisor and the Chancellor.** If the request by the immediate supervisor is denied, it may be appealed to the President/Vice Chancellor, Fiscal Services.

COLLEGE/UNIVERSITY	COURSE	UNITS	TERMS/DATES	TUITION COST
<b>TOTAL TUITION COST:</b>				

---

### Reimbursement Request

I request that my tuition for the approved courses listed above be reimbursed. I have attached verification of successful completion of the course with a grade of "C" or better.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

APPROVED ☐ DENIED ☐

\_\_\_\_\_  
Immediate Supervisor Signature

\_\_\_\_\_  
Date

**San Bernardino Community College District**  
 Enrollment Fee Reimbursement Form – POA Bargaining Unit Member  
 Crafton Hills College/San Bernardino Valley College Courses  
 Article 7.10

Employee Name: \_\_\_\_\_ Last four (4) Social Security Number: \_\_\_\_\_

Classification: \_\_\_\_\_ Department: \_\_\_\_\_ Site: \_\_\_\_\_

**Enrollment Fee Reimbursement**

The DISTRICT shall reimburse permanent bargaining unit members employed at least twenty hours per week for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:

- All classes must be taken outside of the regular scheduled working hours of the employee.
- Only those classes offered by either of the two DISTRICT campuses shall qualify for fee(s) reimbursement.
- To qualify for enrollment fee(s) reimbursement, an employee must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each employee.

Ref./Course #	COURSE	UNITS	TERMS/DATES	College CHC/SBVC	Enrollment Fees
<b>TOTAL:</b>					

I request that my enrollment fee(s) for the courses listed above be reimbursed. I am a permanent bargaining unit member employed by the District at least 20 hours per week. All classes were taken outside of my regular scheduled working hours. I have attached verification of the successful completion of the course with a grade of "C" or better and out-of-pocket expenses for enrollment fee(s) only.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**APPROVED** ☐ **DENIED** ☐

\_\_\_\_\_  
Immediate Supervisor Signature

\_\_\_\_\_  
Date

**APPROVED** ☐ **DENIED** ☐

\_\_\_\_\_  
Chancellor Signature

\_\_\_\_\_  
Date

**San Bernardino Community College District**  
 Enrollment Fee Reimbursement Form – POA Benefit Eligible Dependent  
 Crafton Hills College/San Bernardino Valley College Courses  
 Article 7.11

Benefit Eligible Dependent Name: \_\_\_\_\_ School ID#: \_\_\_\_\_

District Employee Name: \_\_\_\_\_

**Enrollment Fee Reimbursement**

The DISTRICT shall reimburse benefit eligible dependents of permanent bargaining unit members employed at least twenty hours per week with one year of service for credit courses, excluding community service courses, successfully completed with a grade of "C" or better at either of the two DISTRICT campuses provided all of the following conditions are satisfied:

- Only those classes offered by either of the two DISTRICT campuses shall qualify for fee reimbursement.
- To qualify for enrollment fee reimbursement, the employee or benefit eligible dependent must present verification of successful completion of the course and out-of-pocket expense for enrollment fee(s) only.
- Enrollment fee reimbursement shall be limited to the current enrollment fee per semester for each benefit eligible dependent.

Ref./Course #	COURSE	UNITS	TERMS/DATES	College CHC/SBVC	Enrollment Fees
<b>TOTAL:</b>					

I request that my enrollment fee(s) for the courses listed above be reimbursed. I am a benefit eligible dependent of a permanent bargaining unit member employed by the district at least 20 hours per week. I have attached verification of the successfully completed course with a grade of "C" or better and out-of-pocket expenses for enrollment fee(s) only.

\_\_\_\_\_  
 Benefit Eligible Dependent or Employee Signature

\_\_\_\_\_  
 Date

**APPROVED** ☐ **DENIED** ☐

\_\_\_\_\_  
 Chancellor Signature

\_\_\_\_\_  
 Date



## APPENDIX E

### SBCCD/SBCCDPOA

#### Request for Consideration of Position Reclassification Procedures

**Reclassification Process:** The reclassification process will be an annual, collaborative process between the ASSOCIATION and the DISTRICT utilizing the Reclassification Committee. Requests must be submitted November 1<sup>st</sup> - December 1<sup>st</sup> to be reviewed during the month of February as stated in section 16.3.4.4 of this article.

**Step 1:** Reclassification request must be submitted to Human Resources.

**Step 2:** Upon receipt of the request, the Office of Human Resources will date stamp the request prior to forwarding a copy to the unit member's immediate supervisor. The ASSOCIATION and the unit member shall receive a copy.

**Step 3:** The immediate supervisors will provide his/her within fifteen (15) working days. The ASSOCIATION unit member shall receive a copy.

**Step 4:** Reclassification review by the committee shall occur during the month of February.

- A. If requested, a unit member shall have a personal interview with the Reclassification Committee.
- B. Human Resources will notify the unit member(s) of decision in writing within ten (10) working days at the conclusion of the committee.

**Step 5:** Reconsideration/Appeal Process shall be within fifteen (15) working days after the unit member is informed of the committee's decision. The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the committee's finding. The Chancellor shall notify the unit member and the Reclassification Committee in writing within thirty (30) working days of his/her decision, which shall be final.

**Step 6:** All approved reclassification recommendations shall be submitted for Board Agenda no later than the June Board meeting.

When a position is reclassified, the incumbent in the position shall be entitled to serve in the position.

**Salary of Position Reclassification:** The salary of a unit member in a position that is reclassified shall be determined as follows:

- A. If a position is reclassified to a classification having the same salary range (reclassification – lateral), the salary and anniversary date of the unit member shall not change.
- B. If a position is reclassified to a classification having a higher salary range (reclassification – upward), the unit member shall be placed on the appropriate salary range of their new classification which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at the highest step. The anniversary date of the unit member shall be the date on which the reclassification request was submitted.

Reclassification recommendations are subject to the approval of the Chancellor. Final determination shall be documented in the form of a memorandum of understanding and shall be subject to all approval processes.

The effective date of the reclassification shall be the date the application was stamped received by the DISTRICT.

#### Placement in Classification and Range

Every bargaining unit member shall be placed in a classification and range in the classified service.

#### Classification and Reclassification Requirements

Position classification and reclassification shall be subject to mutual agreement between the DISTRICT and the ASSOCIATION.

Either party may propose a reclassification for any position at any time during the life of the Agreement.



### Request for Consideration of Position Reclassification

This form is designed to assist you in describing your position. Please fill out this form completely. If a question does not apply to your position, please write "N/A" for that item. Thank you for your cooperation.

Received by Human Resources on: \_\_\_\_\_  
 Supervisory Comments Received by HR on: \_\_\_\_\_  
 Reviewed by Reclassification Committee on: \_\_\_\_\_  
 Received by the Chancellor on: \_\_\_\_\_

#### SECTION 1

1. Name: \_\_\_\_\_
2. Department/Division: \_\_\_\_\_
3. Business Telephone Number: \_\_\_\_\_
4. Position's Classification Title: \_\_\_\_\_
5. How long have you been in this classification: \_\_\_\_\_
6. Name of immediate Supervisor: \_\_\_\_\_
7. Title of Immediate Supervisor: \_\_\_\_\_

**SECTION 2: WORK ACTIVITIES LIST:** Please describe the major parts of what you do on your job. List only the major functions, separately, in order of importance. Provide a description of each of those duties. Indicate the approximate percentage of total working time you spend on each major work activity and the frequency such as **daily (D)**, **weekly (W)**, **monthly (M)**, or **annually (Y)**. Please indicate which duties are not currently part of your job description and the length of time you have been performing each of those duties.

	Duty	Frequency: D/W/M/Y	Outside of Current Job Description (Y/N)	If Outside of Job Description, How Long Performed
1		Select One	Select	years months
2		Select One	Select	years months
3		Select One	Select	years months
4		Select One	Select	years months
5		Select One	Select	years months
6		Select One	Select	years months
7		Select One	Select	years months
8		Select One	Select	years months



9		Select One	Select	years months
10		Select One	Select	years months
11		Select One	Select	years months
12		Select One	Select	years months

\* If you need additional space, please use supplemental sheet and check this box ☐

**SECTION 3: EQUIPMENT, TOOLS AND MATERIALS:** What machinery, vehicles, or motorized equipment do you use in your work, and how often do you use each (daily, weekly, etc.)?

	List of Equipment, Tools, and Materials	Frequency: D/W/M/Y
1	N/A	Select One
2	N/A	Select One
3	N/A	Select One
4	N/A	Select One
5	N/A	Select One

\* If you need additional space, please use supplemental sheet and check this box ☐

#### SECTION 4: PHYSICAL REQUIREMENTS

Are there any special or unusual physical skills or effort required on your job? N/A

Do you require any special accommodations to perform your job? N/A

#### SECTION 5: PROBLEM-SOLVING INSTRUCTIONS

How are instructions provided: ☐ Orally ☐ In Writing ☐ Computer E-mail

How specific or general are these are these instructions? Please explain: N/A

How are priorities and/or deadlines decided for your position? N/A

What occasions are there (if any) when instructions are not provided? N/A

At what stage and by whom (job title) are your assignments normally reviewed? N/A

How can you and your supervisor determine the quality of your work? N/A

How often do you meet with your supervisor, and for what purpose? N/A



## SECTION 6: TRAINING AND EXPERIENCE

Please indicate the length and type of formal and/or on-the-job training that is essential before an average person could perform your job successfully? \_\_\_\_ years \_\_\_\_ months

Please indicate the number of years (or months) and type of prior job experience that is essential before an average person could perform your job successfully.

	Type of Experience	Number of Years/Months
1		____ years ____ months
2		____ years ____ months
3		____ years ____ months

\* If you need additional space, please use supplemental sheet and check this box ☐

What license(s), certification, registration, or related regulatory requirements are there for your job? N/A

## SECTION 7: AUTHORITY & ACCOUNTABILITY

What kinds of actions, documents, plans, or functions **require** your authorization? N/A

What kinds of significant decisions are you authorized to make **without** clearing them through your supervisor? N/A

What work decision **require** clearance from your supervisors? Please give examples. N/A

What are the most difficulty/important decisions you make? Describe their impact on your organizational unit, other employees, students, members of the public and/or the community. N/A

## SECTION 8: INTERACTION WITH OTHERS

To do your job effectively, what people are you required to interact with, **other than** your immediate supervisor and co-workers? N/A

**Within** your organization, please indicate the job titles and departments of the employees with whom you regularly work. N/A

**Outside** of your organization, indicate the nature of your contacts with members of the community, students, other government agencies, vendors, contractors, etc. N/A

## SECTION 9: LANGUAGE REQUIREMENTS

Does your job require that you converse in a language other than English? If so, please indicate what language(s), level of proficiency, how often, for what purpose.

Language(s): N/A Level of Proficiency: N/A Frequency: N/A Purpose: N/A

## SECTION 10: CHANGES TO POSITION

**Duties Deleted:** During the past two years, what duties have been removed from your position? Please explain. N/A

**Other Changes:** List other changes that have taken place in your position, such as the level of supervision exercised or received, policy or procedural changes, new tools or equipment, new processes, etc. N/A

Are there any positions in your agency or other agencies whose duties and responsibilities appear to be equal to your job? N/A

How long have you performed the current duties assigned to your position? \_\_\_\_ years \_\_\_\_ months



**SECTION 11: SUPERVISORY AND SUPPLEMENTAL QUESTIONNAIRE:** *To be completed only by individuals who supervise other employees.*

**SUPERVISION& SPAN OF CONTROL:** Please indicate the job titles and names of the employees who report directly to you, and not through a subordinate supervisor. N/A

Please indicate the job titles, and number of positions for each, that report to your direct subordinates. N/A

**SUPERVISORY RESPONSIBILITIES:** Does your position have the authority to take any of the following actions? If not, does your supervisor rely mainly on your recommendation to make the decision?

<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Hire employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Promote employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Transfer employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Prepare work schedule
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Assign/review work
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Train employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Assign/approve overtime
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Assign/approve comp time
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Prepare performance appraisals
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Approve sick/vacation leave
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Recall employees to work in emergencies
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Award pay increases
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Discipline employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Suspend employees
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If no, relies mainly on your recommendation	Terminate employees

I certify that I have read the instructions, that the entries made above are my own and to the best of my knowledge are accurate and complete.

**OPTIONAL:** I would like to request for a personal interview with the Reclassification Committee. ☐ Yes ☐ No

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_





## SECTION 2: SUPPLEMENTAL SHEET

**SECTION 2: WORK ACTIVITIES LIST:** Please describe the major parts of what you do on your job. List only the major functions, separately, in order of importance. Provide a description of each of those duties. Indicate the approximate percentage of total working time you spend on each major work activity and the frequency such as **daily (D)**, **weekly (W)**, **monthly (M)**, or **annually (Y)**. Please indicate which duties are not currently part of your job description and the length of time you have been performing each of those duties.

	Duty	Frequency: D/W/M/Y	Outside of Current Job Description (Y/N)	If Outside of Job Description, How Long Performed
13		Select One	Select	years months
14		Select One	Select	years months
15		Select One	Select	years months
16		Select One	Select	years months
17		Select One	Select	years months
18		Select One	Select	years months
19		Select One	Select	years months
20		Select One	Select	years months
21		Select One	Select	years months
22		Select One	Select	years months
23		Select One	Select	years months
24		Select One	Select	years months
25		Select One	Select	years months



### SECTION 3: SUPPLEMENTAL SHEET

**SECTION 3: EQUIPMENT, TOOLS AND MATERIALS:** What machinery, vehicles, or motorized equipment do you use in your work, and how often do you use each (daily, weekly, etc.)?

	List of Equipment, Tools, and Materials	Frequency: D/W/M/Y
1	N/A	Select One
2	N/A	Select One
3	N/A	Select One
4	N/A	Select One
5	N/A	Select One
6	N/A	Select One
7	N/A	Select One
8	N/A	Select One
9	N/A	Select One
10	N/A	Select One
11	N/A	Select One
12	N/A	Select One
13	N/A	Select One
14	N/A	Select One
15	N/A	Select One



## SECTION 6: SUPPLEMENTAL SHEET

### SECTION 6: TRAINING AND EXPERIENCE

Please indicate the number of years (or months) and type of prior job experience that is essential before an average person could perform your job successfully.

	Type of Experience	Number of Years/Months
1		____ years ____ months
2		____ years ____ months
3		____ years ____ months
4		____ years ____ months
5		____ years ____ months
6		____ years ____ months
7		____ years ____ months
8		____ years ____ months
9		____ years ____ months
10		____ years ____ months
11		____ years ____ months
12		____ years ____ months
13		____ years ____ months
14		____ years ____ months



## SBCCD/SBCCDPOA Request for Consideration of Position Reclassification Procedures

**Reclassification Process:** The reclassification process will be an annual, collaborative process between the ASSOCIATION and the DISTRICT utilizing the Reclassification Committee. Requests must be submitted November 1<sup>st</sup> - December 1<sup>st</sup> to be reviewed during the month of February as stated in section 16.3.4.4 of this article.

**Step 1:** Reclassification request must be submitted to Human Resources

**Step 2:** Upon receipt of the request, the Office of Human Resources will date stamp the request prior to forwarding a copy to the unit member's immediate supervisor. The ASSOCIATION and the unit member shall receive a copy.

**Step 3:** The immediate supervisors will provide their within fifteen (15) working days. The ASSOCIATION unit member shall receive a copy.

**Step 4:** Reclassification review by the committee shall occur during the month of February.

- A. If requested, a unit member shall have a personal interview with the Reclassification Committee.
- B. Human Resources will notify the unit member(s) of decision in writing within ten (10) working days at the conclusion of the committee.

**Step 5:** Reconsideration/Appeal Process shall be within fifteen (15) working days after the unit member is informed of the committee's decision. The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the committee's finding. The Chancellor shall notify the unit member and the Reclassification Committee in writing within thirty (30) working days of his/her decision, which shall be final.

**Step 6:** All approved reclassification recommendations shall be submitted for Board Agenda no later than the June Board meeting.

When a position is reclassified, the incumbent in the position shall be entitled to serve in the position.

**Salary of Position Reclassification:** The salary of a unit member in a position that is reclassified shall be determined as follows:

- A. If a position is reclassified to a classification having the same salary range (reclassification – lateral), the salary and anniversary date of the unit member shall not change.
  - B. If a position is reclassified to a classification having a higher salary range (reclassification – upward), the unit member shall be placed on the appropriate salary range of their new classification which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at the highest step. The anniversary date of the unit member shall be the date on which the reclassification request was submitted.
- Reclassification recommendations are subject to the approval of the Chancellor. Final determination shall be documented in the form of a memorandum of understanding and shall be subject to all approval processes.

The effective date of the reclassification shall be the date the application was stamped received by the DISTRICT.

### Placement in Classification and Range

Every bargaining unit member shall be placed in a classification and range in the classified service.

### Classification and Reclassification Requirements

Position classification and reclassification shall be subject to mutual agreement between the DISTRICT and the ASSOCIATION.

Either party may propose a reclassification for any position at any time during the life of the Agreement.



### IMMEDIATE SUPERVISOR'S STATEMENT

*(To be completed by employee's immediate supervisor)*

Please attach a copy of agency/division organizational chart with this questionnaire.

1. Is this a newly budgeted position? ☐ Yes ☐ No If so, please indicate the date of approval: \_\_\_\_\_
2. Has the volume of work changed significantly? ☐ Yes ☐ No If yes, please explain: N/A
3. If duties have been deleted, what are they, and to which position(s)/classification(s) have they been assigned? N/A
4. If new duties have been added, what are they, and which position(s)/classification(s) performed them previously? N/A
5. What classification do you recommend for this position? N/A
6. Aside from the above, are there other reasons (not compensation) why the current classification is no longer appropriate for this position? ☐ Yes ☐ No Please explain: N/A
7. Are there other positions whose duties and responsibilities appear to be equivalent? N/A
8. Are the changes in the position's duties/responsibilities due to reorganization? If so, please describe: N/A
9. What is the next lower and higher classification in the normal career progression for this job?

Lower: N/A Higher: N/A

10. What is the normal training period for new employees to reach full performance? \_\_\_\_\_ years \_\_\_\_\_ months
11. Please provide other relevant information (other than compensation factors) to justify or clarify the reason for requesting the reclassification/re-evaluation study of this position. N/A

**SUPERVISOR'S REVIEW FOR ACCURACY:** I have reviewed and discussed the contents of this position description with the employee. Except for the items noted below, I find the questionnaire accurate and complete.

**IMMEDIATE SUPERVISOR'S COMMENTS:** N/A

**Immediate Supervisor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Vice President Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

**PREPARED BY:** Steven J. Sutorus, Business Manager

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval to Award RFP 2023-01 and Contract to America's Xpress Rent-A-Car of San Bernardino CA

**RECOMMENDATION**

It is recommended that the Board of Trustees award Request for Proposal 2023-01 Van Rental Services, and contract, to America's Xpress Rent-A-Car of San Bernardino, CA.

**OVERVIEW**

SBCCD has a need for contracted services for the transportation of staff, faculty and students in areas such as athletics, field trips, and delivering grant program objectives. These services will be available on-demand districtwide.

**ANALYSIS**

The District received and evaluated one proposal from America's Xpress Rent-A-Car, which was deemed responsive to this solicitation. Through an analysis of the proposal received and a committee based review process, America's Xpress Rent-A-Car has been determined to be the vendor that will best meet the needs of SBCCD.

**SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

**FINANCIAL IMPLICATIONS**

Included in Fiscal Year 2023 and subsequent budgets.



## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

**PREPARED BY:** Steven J. Sutorus, Business Manager

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval of Conference Requests

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the attached conference requests.

### **OVERVIEW**

Faculty and staff attend conferences for various purposes, including professional growth and development, networking with industry peers, discussing best practices, and learning about emerging issues. The SBCCD travel and conference process is covered by Administrative Procedure 7400. All requests must be approved by the appropriate administrator as listed:

- For employee travel, the traveler's immediate supervisor.
- For student travel, the College President.
- For the Chancellor's travel, the Board Chair or other designated Board Member.
- For Board Member travel, the Board Chair or designee.

Additionally, conference expenses must be approved by the budget responsibility center managers and Business Services. If total estimated expenses exceed \$5,000 per person, or travel is outside the contiguous United States, the request must also have prior Board approval.

### **ANALYSIS**

The requests to attend conferences on the attached are either estimated to result in expenses exceeding \$5,000 per person, and/or involve travel outside the contiguous United States.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

The cost of these conferences is included in the appropriate budget funds indicated on the attached and are approved by supervising managers through the District's financial system.





## District & College Expenses

Submitted for Board Approval April 13, 2023

[v.3.24.2023.p.2|2]

Requestor	Conference
<b>Site:</b> DSO <b>Name:</b> Marie Zaldivar <b>Department:</b> Alternate Text Production Center (ATPC) <b>Total Estimated Cost:</b> \$5,716	<b>Conference Name:</b> Braille Authority of North America (BANA) Meeting <b>Dates of Travel:</b> 5/7/2023 – 5/10/2023 <b>Location:</b> Washington, D.C. <b>Purpose:</b> To attend spring meeting for the BANA Board of Directors. Marie is the ATPC representative for BANA. The mission of the Braille Authority of North America is to assure literacy for tactile readers through the standardization of braille and/or tactile graphics. Marie serves as Chair of the Outreach Committee for BANA, At this meeting, all Chairs will provide updates on their current goals and objectives for the upcoming year. <b>Funding Source:</b> ATPC Grant Fund



**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

**PREPARED BY:** Steven J. Sutorus, Business Manager

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Ratification for Contracts at or Above \$109,300

**RECOMMENDATION**

It is recommended that the Board of Trustees ratify the contracts on the attached list which are routine in nature, support the ongoing operation of the District, and have a total contract cost at or above \$109,300.

**OVERVIEW**

In accordance with SBCCD Board Policy 6100, Delegation of Authority, The Board of Trustees delegates authority to the Chancellor to supervise the general business procedures of the District to assure the proper administration of property and contracts. District staff is presenting the attached purchase and/or contract requests, which meet or exceed the formal bid limits, for Board approval in the form of ratification.

**ANALYSIS**

The California Board of Governors sets the formal bid limit for procurement of goods and or services on an annual basis. The formal bid limit for the current calendar year has been set at \$109,300. Ratification of the contracts on the attached list will allow for the successful ongoing operation of the District. Construction services are not included in this board item.

**SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

**FINANCIAL IMPLICATIONS**

The attached purchase and or contract requests have been budgeted for via purchase requisition.



**Contracts and Agreements  
Over \$109,300**

Board Date 04/13/2023

1 of 2

Control Number	Vendor Name	Dept/Location	Contract Type	Total New Contract Value	Amendment
18821	EKC Enterprise Inc.	Business Services/SBCCD	CMAS	\$900,000.00	
	CMAS 3-16-70-2382B RGB systems equipment/Contract Extended through 02/11/2026			03/08/2016 through 02/11/2026	
19546	San Bernardino County Sheriff's Department	Police Science/ SBVC	Amendment 04	\$4,704,482.15	\$1,801,905.00
	Basic Training Agreement for Police Science Program: Rate \$3.93 Per Student Per Instructional Hour; This is to approve Amendment 04- Increase FY 2022-2023 Contract services by \$1,801,905			07/01/2020 through 06/30/2025	
23119	Yucaipa-Calimesa Joint USD	Mathematics/ SBVC	Amendment 01	\$628,383.00	\$105,455.00
	Subgrantee agreement for AB104 California Adult Education Program (CAEP); Subgrantee to provide services of the grant objectives; this is to approve Amendment 01 - increase scope of work and increase funding by \$105,455			07/01/2022 through 06/30/2023	
24212	Eide Bailly LLP	Fiscal Services/SBCCD	Professional Services	\$125,000.00	
	Auditing services for SBCCD general audit for FY 22/23			07/01/2023 through 06/30/2024	

**Contracts and Agreements**  
**Over \$109,300**

Board Date 04/13/2023

2 of 2

Control Number	Vendor Name	Dept/Location	Contract Type	Total New Contract Value	Amendment
24221	Sidepath Inc.	Business Services' SBCCD	CMAS	\$800,000.00	
	CMAS 3-23-03-1024; Information Technology Goods and Services : this is to set the not to exceed amount fore this contract			03-09-2023 through 12/31/2025	
24222	Sidepath Inc	TESS/SBCCD	Equipment Installation	\$359,205.71	
	Purchase of server host infrastructure equipment that includes installation			03/27/2023 through 06/30/2023	

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

**PREPARED BY:** Steven J. Sutorus, Business Manager

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval of District & College Expenses

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the attached requests for district and college expenses.

### **OVERVIEW**

As required by Ed Code and the County Superintendent of Schools, Board action is required for field trips whenever expenditures are to be made on behalf of students for admission, meals, and lodging. In addition, SBCCD AP 6925 requires the Board authorize the expenditure of funds related to various functions planned for the colleges and district office as indicated below.

- Meetings or trainings attended only by employees and/or currently enrolled students for which the total cost will be in excess of \$1,000.
- Meetings or trainings attended by employees, currently enrolled students, and by one or more non-employees and/or non-students of the District, for which the total cost will be in excess of \$500.
- Any refreshments and/or meals for an event. Events are defined as activities in which non-employees and/or non-students will/can attend or participate (e.g., job fair, holiday event, recruitment event); or is on a large enough scale to be considered neither a meeting nor training.

### **ANALYSIS**

Details of the various events are included in the attached list being presented for approval.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

The cost of these expenditures is included in the budgets shown on the attached.





## District & College Expenses

Submitted for Board Approval April 13, 2023

[v.3.24.2023.p.1|10]

Site/Date/Cost	Event/Items Purchased/Funding Source
<b>Site:</b> SBVC  <b>Date of Event:</b> 03/01/2023 – 03/31/2023  <b>Total Estimated Cost:</b> \$15,000 \$16,427	<b>Event:</b> Women's International Month  <b>Items Being Purchased:</b> Meals, refreshments, materials, contracts and promotional items  Student Equity and Success is sponsoring this event where students will participate in workshops and a Zoom discussion, and gain resources to assist with success in their educational journey. They will engage with others to share their experiences at SBVC. Approximately 100 students, faculty and staff are expected to attend. Carmen Rodriguez and Elaine Akers will serve as chaperones.  <b>Funding Source:</b> Student Equity Categorical Fund and Mental Health Service Support Categorical Fund  <b>Amendment:</b> Originally approved on 12/09/2022 and amended on 02/09/2023, this item is being amended again to increase the amount and add the funding source SBVC Mental Health Service Support.
<b>Site:</b> CHC  <b>Date of Event:</b> 03/07/2023  <b>Total Estimated Cost:</b> \$1,182	<b>Event:</b> CHC Student Senate Club Rush  <b>Items Being Purchased:</b> Refreshments, snacks, and music entertainment from DJ  The Student Senate members are sponsoring the Spring Fest (Club Rush) for students to engage and connect with the different Clubs CHC has to offer. Anticipated attendance is 250 students. For students who attend, refreshments, snacks, and music entertainment from DJ will be provided.  <b>Funding Source:</b> Associated Students Fund  <b>Ratification:</b> This event was Board approved on 03/09/2023 for an estimated amount of \$4,000. An additional 68 meals were served to students on the day of event. Today's approval is for the additional meal cost of \$1,182.



## District & College Expenses

Submitted for Board Approval April 13, 2023

[v.3.24.2023.p.2|10]

Site/Date/Cost	Event/Items Purchased/Funding Source
<b>Site:</b> SBVC  <b>Date of Event:</b> 04/06/2023  <b>Total Estimated Cost:</b> \$5,000	<b>Event:</b> Trudell Poetry Festival  <b>Items Being Purchased:</b> Refreshments, supplies, and contracts  San Bernardino Valley College will host its second annual John Trudell Poetry Festival commemorating the life and work of the famous SBVC alumni after which it is named. Anticipated attendance is 100 staff, students, and community members. Ernest Guillen and Carmen Rodriguez will serve as chaperones.  <b>Funding Source:</b> Diversity General Fund and Student Equity Categorical Fund  <b>Ratification:</b> Details were not finalized prior the Board meeting.
<b>Site:</b> SBVC  <b>Date of Event:</b> 04/07/2023 04/13/2023  <b>Total Estimated Cost:</b> \$5,000	<b>Event:</b> Regional Umoja Conference  <b>Items Being Purchased:</b> Rentals, meals, refreshments, and registration  First Year Experience is sponsoring 20 students to attend the annual Regional Umoja Conference to allow students and staff to engage with the Umoja community and strengthen relationships. Keynasia Buffong, Daniel Smith-Morton, and Dr. Alise Clouser will serve as chaperones.  <b>Funding Source:</b> California College Promise Categorical Fund  <b>Amendment:</b> Originally submitted to the Board on 03/09/2023, this item is being amended to change the date.
<b>Site:</b> SBVC  <b>Date of Event:</b> 04/14/2023  <b>Total Estimated Cost:</b> \$2,285	<b>Event:</b> Counseling and Matriculation Field Trip to UC Irvine and Cal State Fullerton  <b>Items Being Purchased:</b> Meals, refreshments, and transportation  Counseling and matriculation is sponsoring a trip to two universities. Anticipated attendance is 30 students, staff and faculty. Oscar Rodriguez will serve as chaperone.  <b>Funding Source:</b> Transfer Center General Fund



## District & College Expenses

Submitted for Board Approval April 13, 2023

[v.3.24.2023.p.3|10]

Site/Date/Cost	Event/Items Purchased/Funding Source
<b>Site:</b> SBVC  <b>Date of Event:</b> 04/15/2023 or 04/22/2023  <b>Total Estimated Cost:</b> \$600	<b>Event:</b> Science Division Field Trip to Joshua Tree National Park  <b>Items Being Purchased:</b> Entry tickets and van rental  This trip to the national park aligns with student curriculum. Approximately 24 students, faculty and staff will be in attendance. Todd Heibel and Matt Robles will be overseeing this excursion.  <b>Funding Source:</b> Science General Fund
<b>Site:</b> SBVC  <b>Date of Event:</b> 04/22/2023  <b>Total Estimated Cost:</b> \$375	<b>Event:</b> Science Division Field Trip to San Diego Safari Park  <b>Items Being Purchased:</b> Entry tickets  This visit aligns with student curriculum. Approximately 13 students, faculty and staff will be in attendance. Melissa Romero and Tatiana Vasquez will be overseeing this excursion.  <b>Funding Source:</b> Science General Fund
<b>Site:</b> SBVC  <b>Date of Event:</b> 04/22/2023 or 04/29/2023  <b>Total Estimated Cost:</b> \$10,000	<b>Event:</b> District English Learners Advisory Committee Parent Conference  <b>Items Being Purchased:</b> Transportation, meals, refreshments, and supplies  Student Equity and Counseling and Matriculation are inviting parents from San Bernardino City Unified, Colton Unified and Rialto Unified School Districts to partake in workshops to learn more about SBVC programs and services available for their students. Anticipated attendance is 200 including staff, faculty, and community members. Marco Cota and Carmen Rodriguez will serve as chaperones.  <b>Funding Source:</b> SSSP Categorical Fund and Student Equity Categorical Fund



## District & College Expenses

Submitted for Board Approval April 13, 2023

[v.3.24.2023.p.4|10]

Site/Date/Cost	Event/Items Purchased/Funding Source
<b>Site:</b> SBVC  <b>Date of Event:</b> 02/23/2023 04/25/2023  <b>Total Estimated Cost:</b> \$10,000 \$13,474	<b>Event:</b> Financial Aid Awareness and Student Services Resource Fair  <b>Items Being Purchased:</b> Meals, refreshments, supplies, rentals, contracts, and giveaways  Student Services and Financial Aid will be sponsoring an event to promote financial aid awareness and provide students with campus resources. Anticipated attendance is 500 students, staff and community members. Sam Trejo and Carmen Rodriguez will serve as chaperones.  <b>Funding Source:</b> Financial Aid General Fund and Student Equity Categorical Fund  <b>Amendment:</b> Originally submitted for Board approval on 02/09/2023, this item is being amended to increase the amount and change the date.
<b>Site:</b> SBVC  <b>Date of Event:</b> 04/26/2023 – 04/28/2023  <b>Total Estimated Cost:</b> \$4,000	<b>Event:</b> Region 9 CARE Conference  <b>Items Being Purchased:</b> Conference registration, transportation, and lodging  EOPS/CARE is inviting three CARE students to participate in the annual CARE Conference at Cal Poly Pomona. Amber Martin, Joanne Hinojosa and Maribel Cisneros will serve as chaperones.  <b>Funding Source:</b> CARE Categorical Fund
<b>Site:</b> SBVC  <b>Date of Event:</b> 04/27/2023 – 05/10/2023  <b>Total Estimated Cost:</b> \$1,500	<b>Event:</b> Arts and Humanities Week  <b>Items Being Purchased:</b> Meals and refreshments  Arts and Humanities Week will highlight and promote each program in the division. Approximately 75-150 guests will be in attendance consisting of students, staff, faculty and the community. Dean Leticia Hector will be overseeing these various activities.  <b>Funding Source:</b> SBVC Arts and Lectures General Fund





## District & College Expenses

Submitted for Board Approval April 13, 2023

[v.3.24.2023.p.5|10]

Site/Date/Cost	Event/Items Purchased/Funding Source
<b>Site:</b> CHC  <b>Date of Event:</b> 04/28/2023  <b>Total Estimated Cost:</b> \$4,752	<b>Event:</b> Senior Day  <b>Items Being Purchased:</b> Refreshments and snacks  Students will be able to attend several workshops throughout the event like admissions, counseling, and registration workshops. Students will also be able to attend a CHC performance of "Twelfth Night" by the theatre department.  <b>Funding Source:</b> Student Retention & Outreach Categorical Fund
<b>Site:</b> SBVC  <b>Date of Event:</b> 04/28/2023  <b>Total Estimated Cost:</b> \$1,650	<b>Event:</b> 9th Annual Inspire Success Brunch  <b>Items Being Purchased:</b> Meals and refreshments  This event will provide an opportunity for students to talk with career and college professionals about their goals and ambitions. The career professionals will focus on sharing their unique experiences within their field and major. Event will take place in B-100 and the anticipated attendance is 100 students, staff and community members. Event will be facilitated by Kimberly Johnson and other counseling staff.  <b>Funding Source:</b> Academic Success/Learning Services General Fund
<b>Site:</b> SBVC  <b>Date of Event:</b> 05/01/2023  <b>Total Estimated Cost:</b> \$4,200	<b>Event:</b> SBVC Farewell Retirement Party  <b>Items Being Purchased:</b> Refreshments, award plaques, gift baskets, gift cards, and decorations  Hosted by SBVC President's Office, a farewell reception in-person for employees who are retiring. Anticipated attendance is approximately 100-250 faculty, staff, administrators, retirees and guests.  <b>Funding Source:</b> President's Office General Fund
<b>Site:</b> SBVC  <b>Date of Event:</b> 05/03/2023  <b>Total Estimated Cost:</b> \$4,200	<b>Event:</b> Alive Mental Health Fair-Suicide Prevention Event  <b>Items Being Purchased:</b> Refreshments and consultant contract  The event is to raise awareness about mental health stigma, education, and suicide reduction. Approximately 250 students, faculty and staff are expected to attend. Elaine Akers will serve as chaperone.  <b>Funding Source:</b> Student Health Services General Fund and SBVC Mental Health Services Support Categorical Fund



## District & College Expenses

Submitted for Board Approval April 13, 2023

[v.3.24.2023.p.6|10]

Site/Date/Cost	Event/Items Purchased/Funding Source
<b>Site:</b> SBVC  <b>Date of Event:</b> 05/05/2023  <b>Total Estimated Cost:</b> \$4,000	<b>Event:</b> 28th Annual Spotighting Our Success  <b>Items Being Purchased:</b> Decorations, Supplies, Frames, Certificates, Giveaways & Awards  SBVC will host the annual awards presentation in-person to recognize multiple categories of excellence in service at SBVC by our faculty, staff, and administrators.  <b>Funding Source:</b> Marketing/Public Relations General Fund and President's Office General Fund
<b>Site:</b> SBVC  <b>Date of Event:</b> 05/05/2023 – 05/13/2023  <b>Total Estimated Cost:</b> \$25,000	<b>Event:</b> FYE Graduate Celebration  <b>Items Being Purchased:</b> Rentals, meals, refreshments  Student Equity and First Year Experience will host a Graduation Celebration for First Year Experience Program students to honor and recognize their achievements. Anticipated attendance is 200 students and staff. Sharaf Williams and Carmen Rodriguez will serve as chaperones.  <b>Funding Source:</b> Student Equity Categorical Fund and California College Promise Categorical Fund
<b>Site:</b> SBVC  <b>Date of Event:</b> 05/05/2023 – 05/13/2023  <b>Total Estimated Cost:</b> \$15,000	<b>Event:</b> Umoja Graduation Celebration  <b>Items Being Purchased:</b> Rentals, meals, refreshments.  Student Equity and First Year Experience will host an Umoja Graduation Celebration for Umoja Graduates and program participants to honor and recognize their achievements. Anticipated attendance is 150 students and staff. Sharaf Williams and Carmen Rodriguez will serve as chaperones.  <b>Funding Source:</b> Outreach and Recruitment Categorical Fund and College Promise Categorical Fund
<b>Site:</b> SBVC  <b>Date of Event:</b> 05/11/2023  <b>Total Estimated Cost:</b> \$250	<b>Event:</b> Science Division Field Trip: Metrolink  <b>Items Being Purchased:</b> Entry tickets  This visit aligns with student curriculum. Approximately 19 students, faculty and staff will be in attendance. Todd Heibel will be overseeing this excursion.  <b>Funding Source:</b> Science General Fund



## District & College Expenses

Submitted for Board Approval April 13, 2023

[v.3.24.2023.p.7|10]

Site/Date/Cost	Event/Items Purchased/Funding Source
<b>Site:</b> CHC  <b>Date of Event:</b> 05/12/2023  <b>Total Estimated Cost:</b> \$4,000	<b>Event:</b> 2023 EOPS, CARE, & CalWORKs Graduation Ceremony  <b>Items Being Purchased:</b> Meals, refreshments, supplies, and rentals  Students from the EOPS, CARE, and CalWORKs programs will attend a graduation and scholars ceremony.  <b>Funding Source:</b> EOPS Budget
<b>Site:</b> SBVC  <b>Date of Event:</b> 05/12/2023  <b>Total Estimated Cost:</b> \$6,000	<b>Event:</b> Martin Luther King Middle School 8th Grade Dinner Dance  <b>Items Being Purchased:</b> Meals, contracts, and supplies  SBVC Outreach and recruitment is collaborating with MLK Middle School at their 8th grade dinner dance. The purpose is to provide college information and support to our future Wolverines in the K-12 system and their parents at this event. Anticipated attendance is 500 students, community members, staff and administrators. Amanda Moody and Justine Plemons will serve as chaperones.  <b>Funding Source:</b> Outreach and Retention Categorical Fund
<b>Site:</b> SBVC & CHC  <b>Date of Event:</b> 05/12/2023 - 05/20/2023  <b>Total Estimated Cost:</b> \$20,000	<b>Event:</b> Black Grad Celebration  <b>Items Being Purchased:</b> Refreshments, giveaway, contracts, and supplies  The Black Faculty and Staff Association is sponsoring its annual graduation event to celebrate SBVC's Black African/American students who have completed their education requirements to earn their Associate of Arts/Associates of Science degrees. Anticipated attendance is 100 students, staff and community members. Keenan Giles and Veda Benjamin will serve as chaperones.  <b>Funding Source:</b> Diversity General Fund, Black Faculty Staff Association Fund, and Student Equity Categorical Fund



## District & College Expenses

Submitted for Board Approval April 13, 2023

[v.3.24.2023.p.8|10]

Site/Date/Cost	Event/Items Purchased/Funding Source
<b>Site:</b> SBVC & CHC  <b>Date of Event:</b> 05/12/2023 - 05/20/2023  <b>Total Estimated Cost:</b> \$20,000	<b>Event:</b> Latino Nuestra Graduacion Celebration  <b>Items Being Purchased:</b> Refreshments, giveaway, contracts, and supplies  The Latino Faculty and Staff Association is sponsoring its annual graduation event to celebrate SBVC's Latinx students who have completed their education requirements to earn their Associate of Arts/Associates of Science degrees. Anticipated attendance is 150 students, staff, and community members. Ernest Guillen and Carmen Rodriguez will serve as chaperone.  <b>Funding Source:</b> Diversity General Fund, Latino Faculty, Staff, Administrators Association Fund and Student Equity Categorical Fund
<b>Site:</b> SBVC  <b>Date of Event:</b> 05/16/2023  <b>Total Estimated Cost:</b> \$8,000	<b>Event:</b> Children Deserve Success - SBCSS  <b>Items Being Purchased:</b> Supplies, meals and refreshments  First Year Experience is sponsoring the Children Deserve Success Awards Luncheon and scholarship program event through San Bernardino County Superintendent of Schools to honor community members who go above and beyond to serve our students and community. Anticipated attendance is 180 community members, staff and faculty. Sharaf Williams and Aida Gil will serve as chaperones.  <b>Funding Source:</b> Outreach and Recruitment Categorical Fund
<b>Site:</b> CHC  <b>Date of Event:</b> 05/19/2023  <b>Total Estimated Cost:</b> \$745	<b>Event:</b> Association of College University Faculty (ACUE) Pinning Ceremony  <b>Items Being Purchased:</b> Meals and refreshments  To be attended by CHC Faculty, CHC staff, and CHC friends and/or family. Celebration for ACUE certified faculty who become equipped with evidence-based practices shown to increase student retention, strengthen belonging and achievement, and close equity gaps.  <b>Funding Source:</b> Strong Workforce Categorical Funding



## District & College Expenses

Submitted for Board Approval April 13, 2023

[v.3.24.2023.p.9|10]

Site/Date/Cost	Event/Items Purchased/Funding Source
<b>Site:</b> SBVC  <b>Date of Event:</b> 05/19/2023  <b>Total Estimated Cost:</b> \$1,550	<b>Event:</b> Puente End of Year Celebration  <b>Items Being Purchased:</b> Refreshments, printing, promotional items, rentals, and giveaways  The Puente Program is sponsoring the end of year event to celebrate students, families, and mentors for completion of the academic year commitment to Puente and their success. Anticipated attendance is 100 staff, and students. Elizabeth Banuelos has served as chaperone.  <b>Funding Source:</b> SSSP Categorical Fund
<b>Site:</b> SBVC  <b>Date of Event:</b> 05/23/2023  <b>Total Estimated Cost:</b> \$1,637	<b>Event:</b> Middle College High School Senior Luncheon  <b>Items Being Purchased:</b> Meals and refreshments  This event will provide an opportunity for Middle College students to celebrate their accomplishments. Anticipated attendance is 70 students and faculty. Kimberly Johnson will oversee this event.  <b>Funding Source:</b> Academic Success/Learning Services General Fund
<b>Site:</b> SBVC  <b>Date of Event:</b> 06/01/2023  <b>Total Estimated Cost:</b> \$5,000	<b>Event:</b> Riley Prep School Elementary SBVC DAY  <b>Items Being Purchased:</b> Melas and refreshments  SBVC Outreach and Recruitment will host a SBVC day at Riley Prep Elementary School. The purpose is to provide college information and support to our future Wolverines in the k-12 system. Anticipated attendance is 500 community members and staff. Amanda Moody and Justine Plemons will serve as chaperones.  <b>Funding Source:</b> Outreach and Retention Categorical Fund



## District & College Expenses

Submitted for Board Approval April 13, 2023

[v.3.24.2023.p.10|10]

Site/Date/Cost	Event/Items Purchased/Funding Source
<b>Site:</b> SBVC & CHC  <b>Date of Event:</b> 10/27/2023 – 10/31/2023  <b>Total Estimated Cost:</b> \$50,000	<b>Event:</b> Hispanic Association of Colleges and Universities 37th Annual Conference.  <b>Items Being Purchased:</b> Lodging, air fare, per diem, and transportation  Student Equity is sponsoring a group of students to attend the annual HACU conference in Chicago, IL. This is an opportunity for students to engage in workshops addressing career, educational, and leadership topics. SBVC and CHC will provide this opportunity to 20-30 students. Elizabeth Banuelos will serve as chaperone.  <b>Funding Source:</b> SSSP Categorical Fund and Student Equity Categorical Fund

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

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

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval of Revised Authorized Signature List for Fiscal Year 2022-23

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Revised Authorized Signature List for Fiscal Year 2022-23, as attached.

**OVERVIEW**

In accordance with California legal code, the Board of Trustees may, via annual Board action, delegate its authority to named agents. 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.

**ANALYSIS**

The Authorized Signature List for Fiscal Year 2022-23 was approved on June 9, 2022, and last revised on February 9, 2023. The revised list is being presented today to reflect the appointment of Interim Associate Director of Fiscal Services Lindsey Simonds.

**SBCCD GOALS**

4. Ensure Financial Accountability/Sustainability

**FINANCIAL IMPLICATIONS**

There are no direct financial implications connected with the approval of this item.





## Revised Authorized Signature List for Fiscal Year 2022-23

### Submitted for Board Approval April 13, 2023

[v.3.16.2023.p.1|2]

AUTHORITY	NAMED AGENT(S)
Contracts, Agreements, and Memos of Understanding	<ul style="list-style-type: none"> <li>▪ Diana Z. Rodriguez, Chancellor</li> <li>▪ Jose Torres, Executive Vice Chancellor</li> <li>▪ Larry Strong, Director of Fiscal Services</li> <li>▪ Steven J. Sutorus, Business Manager</li> <li>▪ (Employment Only) Kristina Hannon, Vice Chancellor, HR</li> </ul>
Revenue Clearing Bank Accounts, SBCCD Commercial Property Bank Account & Lockbox	<ul style="list-style-type: none"> <li>▪ Diana Z. Rodriguez, Chancellor</li> <li>▪ Jose Torres, Executive Vice Chancellor</li> <li>▪ Larry Strong, Director of Fiscal Services</li> <li>▪ Steven J. Sutorus, Business Manager</li> <li>▪ Jorge Andrade, Associate Director, Fiscal Services</li> <li>▪ <del>Vacant</del> <u>Lindsey Simonds, Interim</u> Associate Director, Fiscal Services</li> </ul>
Revolving Cash Bank Account	<ul style="list-style-type: none"> <li>▪ Custodian: Jose Torres, Executive Vice Chancellor</li> <li>▪ Larry Strong, Director of Fiscal Services</li> <li>▪ Steven J. Sutorus, Business Manager</li> <li>▪ Jorge Andrade, Associate Director, Fiscal Services</li> <li>▪ <del>Vacant</del> <u>Lindsey Simonds, Interim</u> Associate Director, Fiscal Services</li> </ul>
Inland Futures Foundation Bank Account	<ul style="list-style-type: none"> <li>▪ Diana Z. Rodriguez, Chancellor</li> <li>▪ Jose Torres, Executive Vice Chancellor</li> <li>▪ Larry Strong, Director of Fiscal Services</li> <li>▪ Steven J. Sutorus, Business Manager</li> </ul>
Safe Deposit Box	<ul style="list-style-type: none"> <li>▪ Jose Torres, Executive Vice Chancellor</li> <li>▪ Larry Strong, Director of Fiscal Services</li> <li>▪ Steven J. Sutorus, Business Manager</li> </ul>
Cafeteria; ASB-Clubs/Trusts-Student Rep; and Scholarship & Loan Bank Accounts	<ul style="list-style-type: none"> <li>▪ Jose Torres, Executive Vice Chancellor</li> <li>▪ Larry Strong, Director of Fiscal Services</li> <li>▪ Steven J. Sutorus, Business Manager</li> <li>▪ Jorge Andrade, Associate Director, Fiscal Services</li> <li>▪ <del>Vacant</del> <u>Lindsey Simonds, Interim</u> Associate Director, Fiscal Services</li> </ul>
Financial Aid Bank Accounts	<ul style="list-style-type: none"> <li>▪ Diana Z. Rodriguez, Chancellor</li> <li>▪ Jose Torres, Executive Vice Chancellor</li> <li>▪ Larry Strong, Director of Fiscal Services</li> <li>▪ Steven J. Sutorus, Business Manager</li> <li>▪ Jorge Andrade, Associate Director, Fiscal Services</li> <li>▪ <del>Vacant</del> <u>Lindsey Simonds, Interim</u> Associate Director, Fiscal Services</li> </ul>
Commercial Warrants and Related Journal Entries	<ul style="list-style-type: none"> <li>▪ Diana Z. Rodriguez, Chancellor</li> <li>▪ Jose Torres, Executive Vice Chancellor</li> </ul>





## Revised Authorized Signature List for Fiscal Year 2022-23

Submitted for Board Approval April 13, 2023

[v.3.16.2023.p.2]2]

AUTHORITY	NAMED AGENT(S)
Payroll Orders and Related Journal Entries, and Voluntary Payroll Deductions (PAY620)	<ul style="list-style-type: none"> <li>▪ Jose Torres, Executive Vice Chancellor</li> <li>▪ Larry Strong, Director of Fiscal Services</li> <li>▪ Jorge Andrade, Associate Director, Fiscal Services</li> </ul>
Notices of Employment for Certificated, Classified, Student and Temporary Employees	<ul style="list-style-type: none"> <li>▪ Diana Z. Rodriguez, Chancellor</li> <li>▪ Jose Torres, Executive Vice Chancellor</li> <li>▪ Kristina Hannon, Vice Chancellor, HR</li> <li>▪ Karla Zaragoza, Associate Director, HR</li> </ul>
Purchase Orders (no monetary limit)	<ul style="list-style-type: none"> <li>▪ Jose Torres, Executive Vice Chancellor</li> <li>▪ Steven J. Sutorus, Business Manager</li> </ul>
Journal Entries (not authorized by District or Payroll Orders), Interfund Transactions, and Budget Transfers	<ul style="list-style-type: none"> <li>▪ Jose Torres, Executive Vice Chancellor</li> <li>▪ Larry Strong, Director of Fiscal Services</li> <li>▪ Jorge Andrade, Associate Director, Fiscal Services</li> <li>▪ <del>Vacant</del>, <u>Lindsey Simonds, Interim</u> Associate Director, Fiscal Services</li> </ul>
Certify/Attest to Board Action	<ul style="list-style-type: none"> <li>▪ Diana Z. Rodriguez, Chancellor</li> <li>▪ Joseph R. Williams, Clerk of the Board</li> </ul>
Access to San Bernardino County Schools Computer Consortium System with Secure I.D. Token	<ul style="list-style-type: none"> <li>▪ Larry Strong, Director of Fiscal Services</li> <li>▪ Steven J. Sutorus, Business Manager</li> <li>▪ Jorge Andrade, Associate Director, Fiscal Services</li> <li>▪ <del>Vacant</del>, <u>Lindsey Simonds, Interim</u> Associate Director, Fiscal Services</li> </ul>

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

**PREPARED BY:** Connie M. Leyva, Executive Director of KVCR

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval of Revised Mission and Vision for KVCR

### **RECOMMENDATION**

It is recommended that the Board approve the revised mission and vision for KVCR as presented.

### **OVERVIEW**

Since March of 2022 staff from across SBCCD have worked diligently together to implement the Board approved KVCR | Inspiring Possibilities Plan. As part of this process, the team at KVCR has developed a revised mission and vision for the station to coincide with the strategic directives laid out in the KVCR | Inspiring Possibilities Plan:

1. Align KVCR with our SBCCD media studies through the SBVC Institute of Media Arts and the Crafton Hills College Center for Digital Media,
2. Ensure financial sustainability for KVCR, and
3. Provide TV and radio content relevant to the SBCCD community.

### **ANALYSIS**

The existing mission and vision of KVCR developed under former interim leadership has been updated and is now being proposed for approval. The revised language is more consistent with the values of the community the station represents.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

There are no direct financial implications associated with this Board item.





## **Revised Mission & Vision for KVCR**

### **Submitted for Board Approval April 13, 2023**

[v.3.24.2023.p.1|1]

#### **KVCR Mission Statement**

The mission of KVCR is to be the trusted source for news, information, education, culture, and community engagement in the Inland Empire. We are building a better region through diverse local media that inspires and entertains in the community and the classroom. When people have access to free, accurate, local, and national news media, they are better informed and can participate more fully in the world around them. An educated community is a powerful community, able to advocate for themselves and their families. At KVCR this starts with our youngest learners, who will one day be our leaders.

#### **Vision Statement**

Create a trusted destination facilitating conversation for an engaged citizenry, producing future leaders through media, and building a better future through community participation.

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

**PREPARED BY:** Steven J. Sutorus, Business Manager

**DATE:** April 13, 2023

**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.

### **SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

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



Fixed Assets Surplus Report  
April 13, 2023

Asset #	Date Retired	Description	Initial Value	Current Value
17968	3/10/2023	Projector	\$1,782.41	\$0.00
30194	3/10/2023	Projector	\$2,045.00	\$0.00
30196	3/10/2023	Projector	\$2,045.00	\$0.00
37646	3/10/2023	OptiPlex 3240 All-in-One	\$998.37	\$0.00
37647	3/10/2023	OptiPlex 3240 All-in-One	\$998.37	\$0.00
37648	3/10/2023	OptiPlex 3240 All-in-One	\$998.37	\$0.00
37713	3/10/2023	Dell Latitude E5550/5550 CTO	\$1,253.97	\$0.00
37756	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37770	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37772	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37773	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37774	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37777	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37779	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37780	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37781	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37783	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37785	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37786	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37787	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37788	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37791	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37792	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37793	3/10/2023	Dell Latitude 7350 Tablet	\$1,552.65	\$0.00
37811	3/10/2023	24 Latitude 7350	\$1,444.21	\$0.00
37812	3/10/2023	24 Latitude 7350	\$1,444.21	\$0.00
37814	3/10/2023	24 Latitude 7350	\$1,444.21	\$0.00
37816	3/10/2023	24 Latitude 7350	\$1,444.21	\$0.00
37817	3/10/2023	24 Latitude 7350	\$1,444.21	\$0.00
37818	3/10/2023	24 Latitude 7350	\$1,444.21	\$0.00
37819	3/10/2023	24 Latitude 7350	\$1,444.21	\$0.00
37821	3/10/2023	24 Latitude 7350	\$1,444.21	\$0.00
37822	3/10/2023	24 Latitude 7350	\$1,444.21	\$0.00
37824	3/10/2023	24 Latitude 7350	\$1,444.21	\$0.00
37826	3/10/2023	24 Latitude 7350	\$1,444.21	\$0.00
37831	3/10/2023	24 Latitude 7350	\$1,444.21	\$0.00
37862	3/10/2023	24 Latitude 7350	\$1,444.21	\$0.00
37968	3/10/2023	iMac 21.5-inch	\$1,348.92	\$0.00
37969	3/10/2023	iMac 21.5-inch	\$1,348.92	\$0.00
37970	3/10/2023	iMac 21.5-inch	\$1,348.92	\$0.00
37971	3/10/2023	iMac 21.5-inch	\$1,348.92	\$0.00
37972	3/10/2023	iMac 21.5-inch	\$1,348.92	\$0.00
37973	3/10/2023	iMac 21.5-inch	\$1,348.92	\$0.00

Fixed Assets Surplus Report  
April 13, 2023

Asset #	Date Retired	Description	Initial Value	Current Value
37974	3/10/2023	iMac 21.5-inch	\$1,348.92	\$0.00
37975	3/10/2023	iMac 21.5-inch	\$1,348.92	\$0.00
41901	3/10/2023	Latitude 7350	\$860.53	\$0.00
41903	3/10/2023	Latitude 7350	\$860.53	\$0.00
41905	3/10/2023	Latitude 7350	\$860.53	\$0.00
41906	3/10/2023	Latitude 7350	\$860.53	\$0.00
41907	3/10/2023	Latitude 7350	\$860.53	\$0.00
41908	3/10/2023	Latitude 7350	\$860.53	\$0.00
41909	3/10/2023	Latitude 7350	\$860.53	\$0.00
41910	3/10/2023	Latitude 7350	\$860.53	\$0.00
41912	3/10/2023	Latitude 7350	\$860.53	\$0.00
41914	3/10/2023	Latitude 7350	\$860.53	\$0.00
41916	3/10/2023	Latitude 7350	\$860.53	\$0.00
41917	3/10/2023	Latitude 7350	\$860.53	\$0.00
41918	3/10/2023	Latitude 7350	\$860.53	\$0.00
41919	3/10/2023	Latitude 7350	\$860.53	\$0.00
41920	3/10/2023	Latitude 7350	\$860.53	\$0.00
41921	3/10/2023	Latitude 7350	\$860.53	\$0.00
41923	3/10/2023	Latitude 7350	\$860.53	\$0.00
41924	3/10/2023	Latitude 7350	\$860.53	\$0.00
41926	3/10/2023	Latitude 7350	\$860.53	\$0.00
41927	3/10/2023	Latitude 7350	\$860.53	\$0.00
41928	3/10/2023	Latitude 7350	\$860.53	\$0.00
41929	3/10/2023	Latitude 7350	\$860.53	\$0.00
41931	3/10/2023	Latitude 7350	\$860.53	\$0.00
41932	3/10/2023	Latitude 7350	\$860.53	\$0.00
41933	3/10/2023	Latitude 7350	\$860.53	\$0.00
41934	3/10/2023	Latitude 7350	\$860.53	\$0.00
41936	3/10/2023	Latitude 7350	\$860.53	\$0.00
41938	3/10/2023	Latitude 7350	\$860.53	\$0.00
41939	3/10/2023	Latitude 7350	\$860.53	\$0.00
41940	3/10/2023	Latitude 7350	\$860.53	\$0.00
41941	3/10/2023	Latitude 7350	\$860.53	\$0.00
41943	3/10/2023	Latitude 7350	\$860.53	\$0.00
41944	3/10/2023	Latitude 7350	\$860.53	\$0.00
41947	3/10/2023	Latitude 7350	\$860.53	\$0.00
41948	3/10/2023	Latitude 7350	\$860.53	\$0.00
41949	3/10/2023	Latitude 7350	\$860.53	\$0.00
41950	3/10/2023	Latitude 7350	\$860.53	\$0.00
41951	3/10/2023	Latitude 7350	\$860.53	\$0.00
41952	3/10/2023	Latitude 7350	\$860.53	\$0.00
41953	3/10/2023	Latitude 7350	\$860.53	\$0.00
41955	3/10/2023	Latitude 7350	\$860.53	\$0.00

Fixed Assets Surplus Report  
April 13, 2023

Asset #	Date Retired	Description	Initial Value	Current Value
41956	3/10/2023	Latitute 7350	\$860.53	\$0.00
41957	3/10/2023	Latitute 7350	\$860.53	\$0.00
41960	3/10/2023	Latitute 7350	\$860.53	\$0.00
41961	3/10/2023	Latitute 7350	\$860.53	\$0.00
41963	3/10/2023	Latitute 7350	\$860.53	\$0.00
41964	3/10/2023	Latitute 7350	\$860.53	\$0.00
41966	3/10/2023	Latitute 7350	\$860.53	\$0.00
41967	3/10/2023	Latitute 7350	\$860.53	\$0.00
41970	3/10/2023	Latitute 7350	\$860.53	\$0.00
41971	3/10/2023	Latitute 7350	\$860.53	\$0.00
41972	3/10/2023	Latitute 7350	\$860.53	\$0.00
41973	3/10/2023	Latitute 7350	\$860.53	\$0.00
41975	3/10/2023	Latitute 7350	\$860.53	\$0.00
41976	3/10/2023	Latitute 7350	\$860.53	\$0.00
41978	3/10/2023	Latitute 7350	\$860.53	\$0.00
41979	3/10/2023	Latitute 7350	\$860.53	\$0.00
41980	3/10/2023	Latitute 7350	\$860.53	\$0.00

Non-Fixed Assets Surplus Report  
April 13, 2023

Description	Quantity
Dell Stage Master	1 ea
Dell Rugged D5414	1 ea
Dell Optiplex 3050 Computers	8 ea
Atlas Sound	1 ea
Dell Monitors	2 ea
Asus Tablets	7 ea
Samsung Tablet	1 ea
Dell Latitude 7350 Computers	11 ea
Dell Latitude 5500 Computer	1 ea
Panasonic VHS Player	1 ea
Dell Optiplex 7770 Computer	1 ea
Dell Optiplex 3240	2 ea
Cyber Power	1 ea
Ipad	1 ea



## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

**PREPARED BY:** Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval of Award Bid #CC01-3610-20 and Contract to JT Construction Group, Inc. of Glendale, CA

### **RECOMMENDATION**

It is recommended that the Board of Trustees award **Bid #CC01-3610-20 – San Bernardino Valley College Perimeter Fencing**, and contract, to JT Construction Group, Inc. of Glendale, CA in the amount of \$828,444.88.

### **OVERVIEW**

The San Bernardino Valley College Perimeter Fencing project consists of the removal and replacement of the existing fencing and components throughout the San Bernardino Valley College campus. The scope of work also includes selective demolition, landscaping, irrigation, ornamental iron fencing, gate hardware, excavations, grading and concrete work.

### **ANALYSIS**

A Notice Inviting Bids was publicly advertised on January 27, 2023, and SBCCD received two responsive bids. On March 8, 2023, the Project Team, consisting of one District staff member, one AECOM team member, and two Construction Management Team members, held a virtual meeting to review the bids for responsiveness. The lowest two bids were the following:

<b>Vendor</b>	<b>Total Bid</b>
JT Construction Group, Inc., of Glendale, CA	\$828,444.88
Econo Fence, Inc. of Riverside, CA	\$2,925,350.00

An analysis of the bids received indicates that JT Construction Group, Inc., of Glendale, CA is the lowest responsive bidder.



## **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

## **FINANCIAL IMPLICATIONS**

The costs will be included in the Bond Construction budget.

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

**PREPARED BY:** Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval of Award Bid #CC02-3626-06.05 and Contract to Coutts Heating & Cooling, Inc. of Corona, CA

### **RECOMMENDATION**

It is recommended that the Board of Trustees award Bid **#CC02-3626-06.05 – Crafton Hills College Campus BL 10 Replacement of Existing Cooling Towers**, and contract, to Coutts Heating & Cooling, Inc. of Corona, CA in the amount of \$1,088,248.00.

### **OVERVIEW**

The Cooling Towers, which are a key component of the heating, ventilation, and air conditioning (HVAC) system, have outlived their expected lifecycle at Crafton Hills College and need to be replaced. The project consists of replacing two of the three cooling towers with new, more efficient models and all their associated components.

### **ANALYSIS**

A Notice Inviting Bids was publicly advertised on January 10, 2023, and SBCCD received four responsive bids. The Construction Management Team performed a detailed review and analysis of the bids received on February 21, 2023. The lowest three bids were the following:

<b>Vendor</b>	<b>Total Bid</b>
Coutts Heating & Cooling, Inc. of Corona, CA	\$1,088,248.00
Plumbing, Piping & Construction, Inc. of Cypress, CA	\$1,147,200.00
Pacific West Industries, Inc. of Anaheim, CA	\$1,225,000.00

An analysis of the bids received indicates that local vendor Coutts Heating & Cooling, Inc. of Corona, CA is the lowest responsive bidder. In support of Board Policy 6610, Coutts Heating & Cooling, Inc. included 60% local subcontractors in their bid, which surpasses the local business goal. Additionally, per the Community Benefits Agreement, the vendor will adhere to the 50% local hire requirement.



## **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

## **FINANCIAL IMPLICATIONS**

This project will be funded through the Bond Construction budget.

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

**PREPARED BY:** Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction

**DATE:** April 13, 2023

**SUBJECT:** Consideration of Approval of Award Bid #CC02-3635 and Contract to Bernards Bros, Inc. of Ontario, CA

### **RECOMMENDATION**

It is recommended that the Board of Trustees award **Bid #CC02-3635 – Crafton Hills College New Performing Arts Center**, and contract, to Bernards Bros, Inc. of Ontario, CA in the amount of \$45,899,000.00 (includes a \$1,200,000 allowance for unforeseen conditions) contingent upon the release of state funding for the project.

### **OVERVIEW**

The project is to include a new 23,944 gross square foot Performing Arts Center. The new steel-framed Performing Arts Center and Music classroom building will include related site utilities and ADA (Americans with Disabilities Act) access improvements, as well as new landscape and irrigation.

### **ANALYSIS**

A Notice Inviting Bids was publicly advertised on December 29, 2022, and SBCCD received four responsive bids. The Construction Management Team performed a detailed review and analysis of the bids received on February 28, 2023. The lowest three responsive bids were the following:

<b>Vendor</b>	<b>Total Bid</b>
Bernards Bros, Inc. of Ontario, CA	\$45,899,000.00
ACC Contractors, Inc. of Azusa, CA	\$46,800,000.00
Icon West, Inc. of Los Angeles, CA	\$48,813,591.00

An analysis of the bids received indicates that local vendor Bernards Bros, Inc. of Ontario, CA is the lowest responsive bidder. In support of Board Policy 6610, Bernards Bros, Inc. included 45% local subcontractors in their bid, which surpasses the local business goal. Additionally, per the Community Benefits Agreement, the vendor will adhere to the 50% local hire requirement.



## **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

## **FINANCIAL IMPLICATIONS**

The costs will be included in the Bond Construction budget.

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Stacey Nikac, Administrative Officer

**DATE:** April 13, 2023

**SUBJECT:** Board Committee and Activity Reports

### **RECOMMENDATION**

This item is for information only.

### **OVERVIEW**

Per [Board Policy 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 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.

### **ANALYSIS**

The SBCCD Board of Trustees Finance and Legislative Committees exists as standing, advisory committees, each comprised of less than a quorum of Board members and is subject to the California Public Meetings Brown Act. Committee Chairs provide written/oral updates, as needed, to communicate information to the full Board, leading to more engagement and interaction at upcoming board meetings. The Board may ask staff to review a matter or may ask that a matter be placed on a future agenda.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

There are no financial implications associated with this Board item.



# BOARD COMMITTEE AND ACTIVITY REPORTS

Submitted for Information April 13, 2023

SAN BERNARDINO  COMMUNITY COLLEGE DISTRICT

## BOARD FINANCE COMMITTEE (BFC)

**2023 BOARD MEMBERS**  
(Committee chair is bold)

**Trustee Nathan Gonzales**  
Trustee Gloria Macias Harrison  
Trustee Stephanie Houston

### COMMITTEE CHARGE

- Increasing the efficiency of the Board of Trustees by performing time-consuming research on its behalf regarding all fiscal matters of the District.
- Improving clarity by providing a platform for detailed questions not conducive to the flow of monthly business meetings.
- Promoting transparency of the SBCCD budgeting process and fiscal matters through detailed discussion of these topics in an open forum.
- Fostering an environment of understanding by communicating findings and formulating final recommendations to the Board of Trustees.

## BOARD LEGISLATIVE COMMITTEE (BLC)

**2023 BOARD MEMBERS**  
(Committee chair is bold)

**Trustee Frank Reyes**  
Trustee Anne Viricel  
Trustee John Longville

### COMMITTEE CHARGE

- Increasing the efficiency of the Board of Trustees by performing time-sensitive legislative research on its behalf.
- Improving clarity by providing a platform for detailed questions not conducive to the flow of monthly business meetings.
- Promoting transparency of SBCCD's legislative advocacy priorities through discussions in an open forum.
- Fostering an environment of understanding by communicating findings and formulating recommendations to the full Board of Trustees.

## REGIONAL AND STATE BOARD ACTIVITY REPORT

**Board of Governors**  
**Women's Caucus**  
**Joint Powers Authority**

Trustee Joseph R. Williams  
Trustee Anne Viricel  
Trustee Stephanie Houston





## Board Finance Committee Quarterly Activity Report

### January 2023

- Convened under new chair, Trustee Nathan Gonzales, who superseded Trustee Joseph Williams on the committee
- Reviewed and made recommendation to the full Board to streamline BFC charge
- Received information on SBCCD Legislative Priorities
- Discussed and made recommendation to the full Board on the annual Review and Reaffirmation of Guiding Principles for the FCC Auction Proceeds
- Discussed at length the Governors proposed budget for 2023-24
- Made request for staff to develop a quarterly report on BFC activities
- Changed the BFC meeting time from 2:00 to 2:30 p.m.

### February 2023

- Reviewed report on SBCCD commercial investment property leasing and received positive information regarding the increase of occupancy rates from 66% last quarter to an anticipated rate of just over 86%
- Worked with staff to improve clarity of commercial property fiscal performance update
- Implemented BFC Master Planning Action Calendar to promote efficiency
- Received a presentation on Enrollment and worked with staff to enhance this monthly BFC update
- Heard from SBCCD leadership on the critical need to increase FTES and the measures being implemented to do so
- Added annual review of audit reports to the BFC calendar to allow sufficient time for discussion of key information

### March 2023

- Received an update on the Measure CC Bond Construction program workforce in accordance with BP 6610, SBCCD's policy on local hire
- Brainstormed on different methods for measuring the extent to which Measure CC dollars are being returned to local businesses and citizens
- Discussed SBCCD's P1 report and challenges for FTES at SBCCD and systemwide
- Requested information at a future meeting on the Community Benefits Agreement and the status of student interns at SBCCD

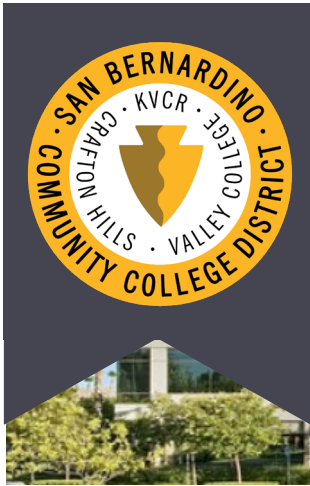
[www.SBCCD.edu](http://www.SBCCD.edu)

**Opportunity is Here**

**SBCCD Mission:** SBCCD positively impacts the lives and careers of our students, the well-being of their families, and the prosperity of our community through excellence in educational and training opportunities.

**BFC Charge:** The SBCCD BFC exists as a standing, advisory committee comprised of less than a quorum of Board members and is subject to the California Public Meetings Brown Act. The committee is charged with:

- Increasing the efficiency of the Board of Trustees by performing time-sensitive legislative research on its behalf.
- Improving clarity by providing a platform for detailed questions not conducive to the flow of monthly business meetings.
- Promoting transparency of SBCCD's legislative advocacy priorities through discussions in an open forum.
- Fostering an environment of understanding by communicating findings and formulating recommendations to the full Board of Trustees.



## REP. AGUILAR ANNOUNCED \$1.5M FOR SBVC PROGRAM

Rep. Pete Aguilar announced \$1,500,000 for the Clean Energy Hybrid and Electric Vehicle (EV) Technician Program at San Bernardino Valley College. This funding will be used to purchase heavy-duty zero-emission trucks and charging stations for students to train and work on. "The work being done in the clean vehicle technology ...cont. page 2



04.13.2023

## CHANCELLOR'S REPORT



## SBCCD'S CHANCELLOR HONORED FOR EXPANDING ACCESS IN THE I.E.

On March 4, San Bernardino Community College District Chancellor Diana Z. Rodriguez received the 2023 Jewel Award at the City of Rialto's 17th Annual State of Women Event for her commitment to expanding access to higher education and workforce training in the Inland Empire.

## SBCCD HOLDS CASH FOR COLLEGE WORKSHOP

On March 30, students and families attended a FREE Cash for College workshop for help completing the FAFSA or California Dream Act application for Fall 2023 classes. The applications were extended until April 1, 2023, due to the severe winter storms in the San Bernardino Mountains.

Our goal is to help low-income and first-generation college-goers complete the application process so they can access financial aid for education and career/technical training beyond high school.







# CAMPUS UPDATE

# THIS IS SBCCD

## CHC PRESENTS A NIGHT OUT FUNDRAISER GALA

SBCCD is excited to celebrate as we reflect on the past and celebrate the accomplishments of Crafton Hills College. The Crafton Hills Foundation Gala is their biggest fundraiser of the year, and all proceeds go to support the mission of enhancing educational excellence through scholarships, grants, and assistance to programs and our students.

On Thursday, April 6, 2023, the Crafton Hills College Foundation will hold the Night Out Fundraiser Gala. This casual event will be held in the campus quad (parking in lot C or E) from 5:30 – 8:30 p.m. In addition, the CHC Foundation recognizes a former student who exemplifies the dynamic and positive qualities the Crafton experience can produce. The selected recipient will be honored at the Gala.

Tickets are on sale now for \$100 each, or reserve a table of 12. Proceeds will provide resources that directly support students, programs, and services at Crafton Hills College. By providing local access to affordable quality higher education, Crafton Hills College is developing a skilled workforce to meet local business and community needs and creating transfer pathways to four-year institutions.

SBCCD invites you to help CHC continue providing a pathway to social and economic advancement for thousands of students. For more information, please visit [www.CraftonHills.edu](http://www.CraftonHills.edu).

## REP. AGUILAR ANNOUNCED \$1.5M FOR SBVC PROGRAM

*...cont. from page 1*

program at Valley College is going to help improve our air quality and move our region, our state and our country towards a clean energy future,” said Rep. Pete Aguilar. “This funding is helping prepare our students for good-paying jobs. I will continue working closely with SBVC to create career opportunities for our residents.”

“Thanks to Congressman Aguilar’s support, SBVC is leading the way in preparing students for the green jobs of the future,” said SBCCD Chancellor Diana Z. Rodriguez. “The Inland Empire is increasingly at the crossroads of the supply chain industry, and with this federal investment, our graduates will continue at the forefront, ensuring that we have clean vehicles on our roads to help protect the air we breathe.”

“As we move towards a cleaner, greener future, it is vital that we invest in our local workforce and provide them with the training necessary to succeed in this rapidly evolving field,” said SBVC Interim President Linda Fontanilla. “We appreciate Congressman Aguilar’s leadership in bringing back dollars to create more local opportunities for our students and their families.”



## EDCT MANGER RECEIVES WOMAN MAKING HERSTORY AWARD

Nelky Rodriguez, EDCT's Employment Engagement Manager, was celebrated with the 2023 Woman Making Herstory Award by Assemblymember James C. Ramos for her dedication to the community on March 11, 2023, in Redlands. During the ceremony held at the Redlands Country Club, Nelky was honored for her exceptional leadership, achievements, and for being a role model.

Nelky joined the team at EDCT in 2023 as the Employer Engagement Manager for the Inland Empire Desert Regional Consortium, which oversees 12 community colleges within southern California. She represents Chaffey College, Crafton Hills, and San Bernardino Valley College and works with each region's CTE program to discuss establishing and/or maintaining relationships with employers.

For the past 16 years, Nelky Rodriguez's educational experiences have allowed her to collaborate with diverse people to increase student achievement, community college and employer engagement, and mentorship.

Nelky aims to weave employers into the community college fabric, creating a quilt of resources for students and employers alike. Working with each college's dean, faculty, and job developers: she initiates discussions about their ideal employer list. She attends industry panels, employer summits, curriculum development, and is a guest speaker at student clubs and classes.

EDCT is glad to have Nelky on the team and looks forward to growing more connections with employers in this area for the colleges as she makes Herstory.



## KVCR AWARDED CIELO FUND GRANT

The CIELO Fund published a list of inaugural grantees, including KVCR Radio. Each organization will use their award to serve and empower Latinos in and around the Inland Empire. In today's story, KVCR's Rick Dulock speaks to Jesse Melgar, who launched the CIELO Fund last fall, to find out about his hopes for changing lives in our region through the fund and to ask about the future.

**NOTE:** KVCR's Lillian Vasquez conducted a more in-depth interview of Melgar on an episode of Lifestyles last year. They spoke about the CIELO Fund and his place as a board member with the Inland Empire Community Foundation.





## COMBATING STUDENT HUNGER: INLAND EMPIRE POLICY ROUNDTABLE

Many college students across the Inland Empire and California face food insecurity, which can make it difficult to concentrate in class, stay healthy, and succeed academically. That is why the San Bernardino Community College District and [California Student Aid Commission](#) are hosting an event to combat this problem.

On April 21, the "Combating College Student Hunger: An Inland Empire Policy Roundtable" will bring together regional leaders to discuss partnerships and solutions to help college students access [CalFresh](#).

The event will include the participation of U.S. Senator Alex Padilla (via video), Assembly Majority Leader Eloise Gomez Reyes, the Office of Assemblymember Corey Jackson, and other policymakers.

Co-hosts include Cal State University, San Bernardino, the Community Action Partnership of Riverside County, the Community Action Partnership of San Bernardino County, Riverside Community College District, and the University of California, Riverside.

Due to limited space, the event is by invitation only. For more information, contact SBCCD Associate Vice Chancellor, [Angel Rodriguez](#).



## STUDENTS READY TO WORK IN PUBLIC SERVICE WHILE THEY STUDY

SBCCD is recruiting 80 students to take on paid public service as a way to receive up to \$10,000 toward school and living expenses. This is the second year for College Corps, a statewide program that asks students to serve part time in climate action, youth development, and food insecurity. In turn, the students earn stipends of up to \$7,000 for living expenses and up to \$3,000 as a final reward after completing the program.

"College Corps is opening new doors of opportunity for our students," said Diana Z. Rodriguez, Chancellor of the San Bernardino Community College District. "We can tell from the stories of our students that this is working for them to gain relevant job experience as they continue in school."

Muhammad Zubair, 21, said he felt useful. He helped set up beds for a shelter at the Rim of the World High School, just before the big snowstorm closed down the roads. He passed out food to families in need through the Sahaba Initiative. He cleaned up a beach and a park on a day for climate action. And he staffed the bloodmobile at Red Cross blood drives. He has finished his 450 hours of service, but he decided to keep going, working with several organizations, including Sahaba Initiative, the Red Cross and Rotary Club.

"They still call me," Zubair said. "College Corps gave me a lot of ideas. People need our help. We are all human beings, and we need each other to help." He said College Corps has helped him connect with people and get work experience while he studies online at night with classes from both San Bernardino Valley College and Crafton Hills College.

A low to moderate income student has the chance to attend college debt-free. The program is open to all students who meet the requirements, including those who have enrolled in college as "dreamers," under AB 540.

The money comes from California's share of the federal American Rescue Plan Act of 2021, as well as some money from the state's general fund.

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Dr. Nohemy Ornelas, VC of Educational and Student Support Services

**PREPARED BY:** Dr. Christopher M. Crew, Executive Director, Research & Planning

**DATE:** April 13, 2023

**SUBJECT:** Strategic Plan Goal-3 Status Updates

### **RECOMMENDATION**

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

### **OVERVIEW**

SBCCD has entered the second year of its 2022-27 Strategic Plan. The current document provides a midterm review of important actions and highlights related to Goal-3 (Be a Leader and Partner in Addressing Regional Issues).

### **ANALYSIS**

In continued efforts to establish SBCCD as a leader and partner in addressing regional issues, SBCCD staff and faculty continue to expand their influence by serving on local, regional, and state boards/committees related to workforce development, higher education policy, public safety, energy sustainability, DEIA, strategic enrollment management, and economic development. SBCCD has also continued efforts to implement DEIA training and initiatives districtwide and secured more than \$3.5 million to (1) support students as they work in community services internships and (2) provide support for the clean energy/electric vehicle technology program.

### **INSTITUTIONAL VALUES**

3. Be a Leader and Partner in Addressing Regional Issues

### **FINANCIAL IMPLICATIONS**

There are no financial implications.





# MONTHLY STATUS UPDATE

2022-2023

## GOAL

# 3

## Be a Leader and Partner in Addressing Regional Issues

### UPDATES: SPRING 2023

- ✓ Human Resources has partnered with the Chancellor's Office to overhaul the training plan for Chancellor's Council as a first step to launching the Districtwide DEIA academy.
- ✓ SBCCD's marketing departments produced original content to promote enrollment, student support services, the Alumni Gala, and the Basic Needs Summit.
- ✓ SBCCD received a \$2.3 million grant from California Volunteers (State of California) to initiate the College Corps program at SBCCD from 2022 to 2024.
- ✓ SBCCD held a two-day retreat to create the framework for its District Support Operations Support Plan.
- ✓ SBCCD managers participated in more than 20 leadership and training activities related to diversity, equity, and inclusion, affordable housing, and women in leadership.
- ✓ Congressman Pete Aguilar presented a \$1.5 million check to SBCCD to support the Clean Energy/Electric Vehicle Technology program.
- ✓ Developed a Student Equity Dashboard that aligns with the Vision for Success goals to enhance data-informed improvement processes related to student success.

### Outcome achieved:

SBCCD Published the "Community Matters" newsletter in February targeting 200+ local leaders. The newsletter informed the public about the March 2 FAFSA/California Dream Act Application deadline, Books+, Guardian Scholars, campus food pantries, and the expansion of the Public Safety Training Facility.





**Office of the President**  
[www.valleycollege.edu/president](http://www.valleycollege.edu/president)  
[lfontanilla@valleycollege.edu](mailto:lfontanilla@valleycollege.edu)  
(909) 384-4470

April 13, 2023

### **Addendum : SBVC President's Board of Trustees Report**

In addition to the official Board Report you will find in your package, I am submitting this information to stand in as my 3-minute verbal report. My sincere apologies for not being able to join you this evening.

San Bernardino Valley College (SBVC) recently decided to engage in two important initiatives that support District Goal 1: Eliminate Barriers to Student Access and Success, Goal 2: Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution, and Goal 4: Ensure Fiscal Accountability and Sustainability. These initiatives also support goals within the SBVC Student Equity Plan and the Strategic Directions within the recently developed SBVC Educational Master Plan.

#### SEM Initiative:

In March of 2023, the California Community College Chancellor's Office (CCCCO) released an invitation for colleges to submit an application and create a ten-member team to participate in the Strategic Enrollment Management (SEM) Program. This program offers institutions a structured way to examine and strengthen their strategic enrollment management efforts. Dr. Joanna Oxendine, Dean of Research, Planning, & Institutional Effectiveness with Grant Oversight, led the dialogue that resulted in the completion of the application and identification of 10 individuals to serve on the team.

On March 24, 2023, SBVC was notified that the application was accepted. The Team will spend the next year attending CCCCCO scheduled meetings and joining CCC staff and faculty from across the state who are working towards the same goal.

As described in the SEM application, our staff and faculty will have the opportunity to:

- Apply a holistic approach to SEM that focuses on the student journey with an emphasis on retention and completion;
- Examine data to inform SBVC's strategies;
- Engage with other colleges on promising practices;
- Develop and implement a SEM initiative at SBVC;
- Work with a designated team of coaches who will support and provide guidance throughout the SEM program;
- Access a wide range of resources through the CCCCCO's Vision Resource Center;
- The results of our team's efforts will culminate in a viable foundation and format in which to complete the next SBVC Enrollment Management Plan.



### Leading From the Middle (LFM) Initiative:

The LFM Academy was created as a partnership between the CCCCCO and the RP Group, a well-known research firm. As noted in the RP Group's Program Review, they describe the LFM initiative as a "unique opportunity for cross-functional teams composed of tenured and adjunct faculty, administrators, classified professionals, and researchers to have a dedicated space to cultivate leadership skills and knowledge, gain new mindsets, and learn from one another." This Academy gives CCC teams an opportunity to focus on an issue specific to their campus that needs attention and improvement.

SBVC will apply to participate in this program on April 6, 2023. If accepted, the team will focus on:

- Developing greater understanding of how Starfish can be used to identify and support at-risk students;
- Creating an implementation plan for using Starfish to improve student access and success;
- Providing training and support to faculty and staff on how to use Starfish effectively;
- Collecting and analyzing data on the impact of using Starfish and its impact on student success and equity initiatives; and
- Sharing best practices and lessons learned with other colleges.

The above objectives support leadership development within SBVC by giving participants the opportunity to develop skills in data analysis, project management, communication, team building, and effective decision making. Additionally, by focusing on equity and social justice, participants can develop their understanding of the importance of diversity, equity, and inclusion and how it pertains to our campus.

The use of Starfish to support student success can help to create a data-informed culture that values evidence-based decision-making, which is a key aspect of effective leadership, and can aid in the cross-divisional adoption and active implementation of a tool that supports the alignment and expansion of student support services, teaching, and developing resources for students before they fall behind, fail, drop courses or leave the college.

We will be excited to learn if we are selected to participate in this program.

Respectfully,

Dr. Linda M. Fontanilla

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Dr. Nohemy Ornelas, VC of Educational and Student Support Services

**PREPARED BY:** Dr. Christopher M. Crew, Executive Director, Research & Planning

**DATE:** April 13, 2023

**SUBJECT:** AB 705 Student Success Update

**RECOMMENDATION**

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

**OVERVIEW**

The attached report provides an analysis of AB 705 student success and retention.

**ANALYSIS**

AB 705 was designed to maximize the probability that a student will enter and complete transfer-level coursework in English and Math within a one-year timeframe. The attached report highlights important information on course success and retention.

**INSTITUTIONAL VALUES**

1. Eliminate Barriers to Student Access and Success

**FINANCIAL IMPLICATIONS**

There are no financial implications.





# SBCCD AB705 PROGRESS UPDATE: SPRING 2023

**Overview:**

This update analyzes course enrollment, completion, and success trends for SBCCD students taking transfer-level (TL) Math and English pre- and post-AB705 from 2011-12 to 2020-21.

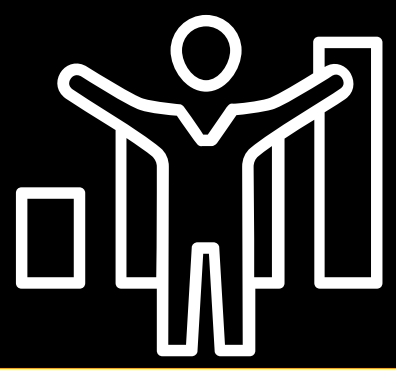
**Summary: Transfer-Level English**

The percentage of students who successfully completed transfer-Level English within one year increased by 23% from 36% (2011-12 English Cohort) to 59% (2020-21 English Cohort).

**Summary: Transfer-Level Math**

The percentage of students who successfully completed transfer-Level Math within one year increased by 16% from 30% (2011-12 Math Cohort) to 46% (2020-21 Math Cohort).

## Highlights



**SBCCD is Improving Student Access to Transfer-Level (TL) Math and English**

- ✓ On average, 4,282 students **enroll in** TL-English
- ✓ On average, 60% of enrolled students **complete** TL-English (up from 36% Pre-AB705)
- ✓ On average, 4,264 students **enroll in** TL-Math
- ✓ On average, 42% of enrolled students **complete** TL-Math (up from 33% Pre-AB705)



Figure 1: Average Transfer-Level English Completion Rates Pre/Post-AB705

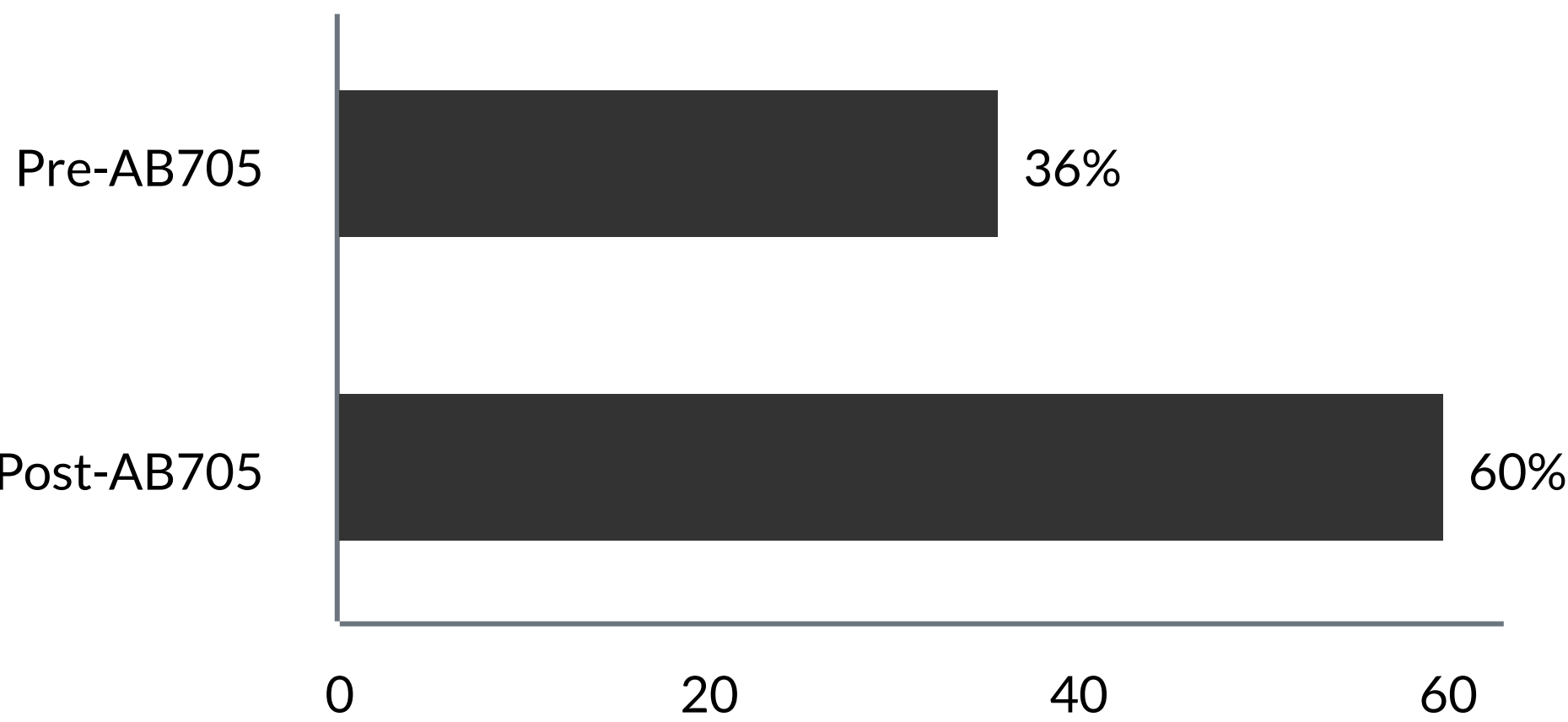


Figure 2: 5-Year Transfer-Level English and Math Completion Rates

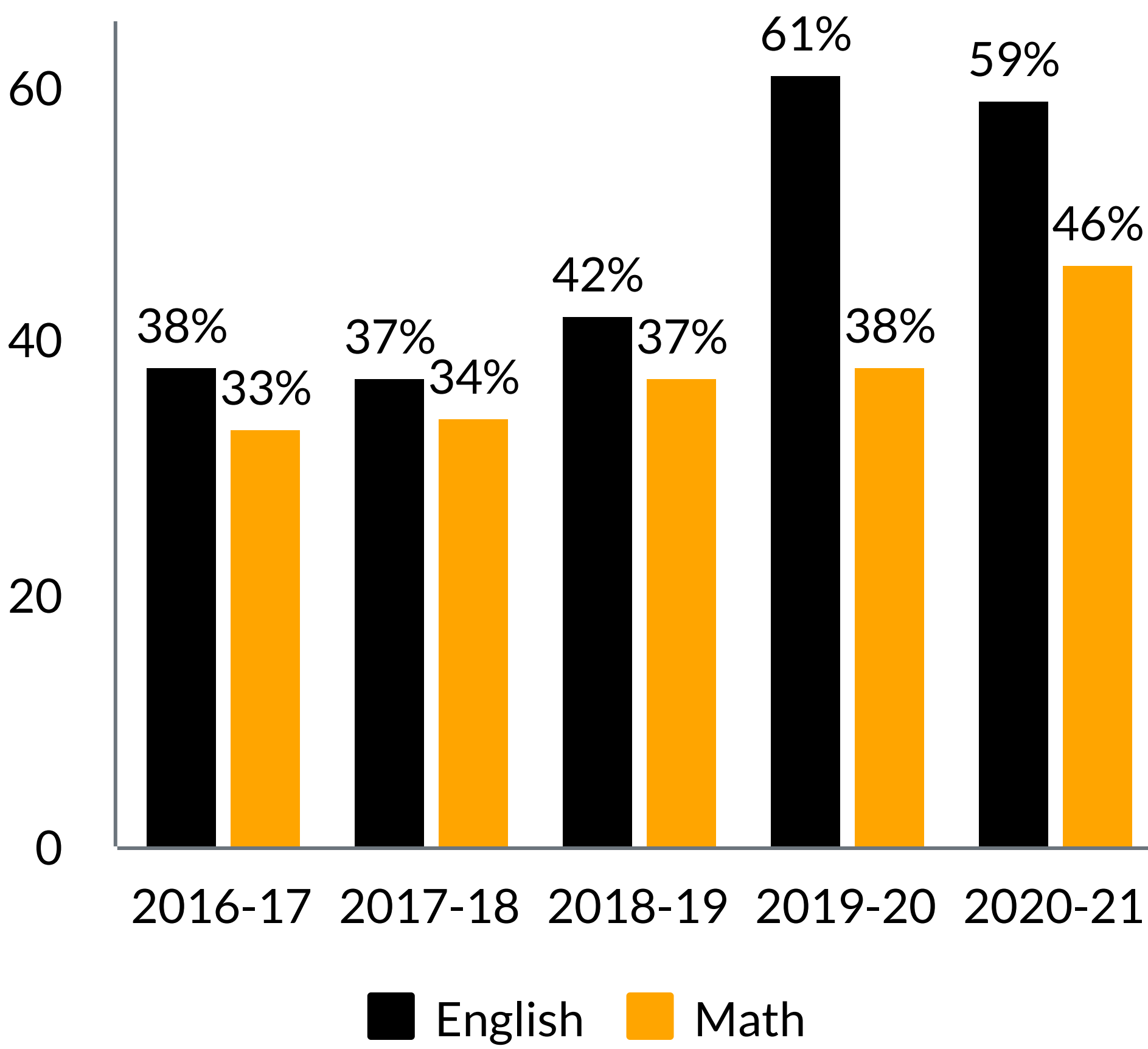
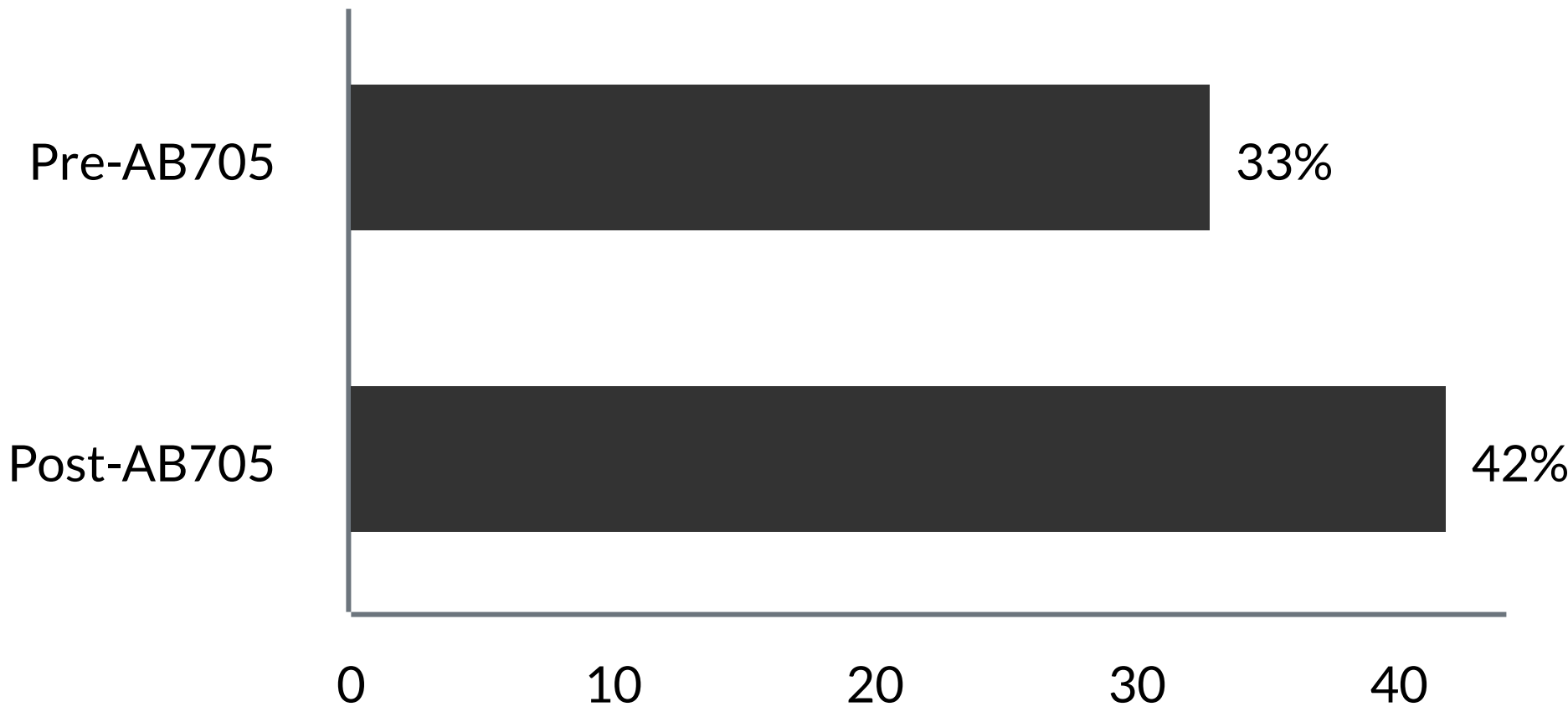


Figure 3: Average Transfer-Level Math Completion Rates Pre/Post-AB705



**SBCCD BY THE NUMBERS**

- 24%** Percentage point increase in transfer-level English completions.
- 1,090** More students, on average, are completing transfer-level English
- 9%** Percentage point increase in transfer-level Math completions.
- 191** More students, on average, are completing transfer-level Math

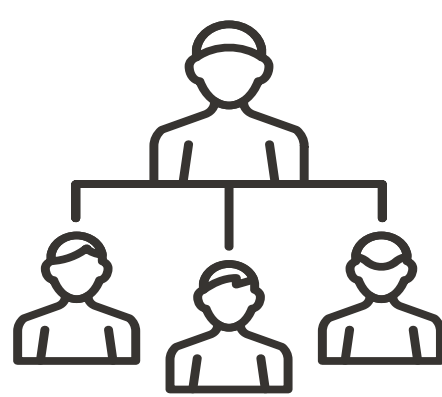
**We are planning for the future .....**



All pathways have been mapped



Dedicated Guided Pathway Websites



Continuing to expand tutoring capacity

Source: Transfer-Level Gateway Completion Dashboard | California Community Colleges Chancellor's Office

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Stacey Nikac, Administrative Officer

**DATE:** April 13, 2023

**SUBJECT:** Board Master Planning Action Calendar

**RECOMMENDATION**

This item is for information only.

**OVERVIEW**

The Board Master Planning Action Calendar is a schedule of items for board discussion or action. Board items are subject to change and are updated and posted in the monthly board business meeting agendas.

**ANALYSIS**

The Board Master Planning Action Calendar serves as a blueprint that can be used to improve planning and increase transparency districtwide.

**SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

**FINANCIAL IMPLICATIONS**

There are no financial implications associated with this board item.



## Board Master Planning Action Calendar (as of 4/7/23)

Monthly	B&FS	<ul style="list-style-type: none"> <li>- Alcohol at Events</li> <li>- Budget Revenue &amp; Expenditure Summary</li> <li>- Cash Flow Analysis</li> <li>- Contracts Below Bid Limit</li> </ul>	<ul style="list-style-type: none"> <li>- Conferences Over \$5K or Outside US</li> <li>- Fund Balance Transfer Resolution</li> <li>- KVCRR Report to the Board</li> <li>- Purchase Order Report</li> </ul>	<ul style="list-style-type: none"> <li>- Ratification of Interfund Transfers Contracts Above Bid Limit</li> <li>- Signature List Changes</li> <li>- Surplus Property</li> </ul>
	FPC	<ul style="list-style-type: none"> <li>- Bond Construction COs/Amendments</li> <li>- CBOC Appointees</li> </ul>	<ul style="list-style-type: none"> <li>- Informal Bid Award (UCCAP)</li> <li>- Non-Bond Construction COs/Amendments</li> </ul>	<ul style="list-style-type: none"> <li>- RFQ/RFP/Bid &amp; Contract Award</li> <li>- Small Scale Construction Contract Award</li> </ul>
	HR	<ul style="list-style-type: none"> <li>- <b>Closed Session Items (Separate Agenda)</b></li> <li>- 39-Month Reemployment</li> <li>- Adjunct/Substitute Academic</li> <li>- CSEA/CTA Agreements</li> <li>- CSEA/CTA/POA MOUs</li> <li>- Employee Anniversary Celebrations</li> </ul>	<ul style="list-style-type: none"> <li>- Job Descriptions</li> <li>- New Hires- Permanent/Interim</li> <li>- Non-Instructional Pay</li> <li>- Professional Expert, Short-Term, Subs</li> <li>- Promotions</li> <li>- Reclassifications</li> <li>- Resignations &amp; Retirements</li> </ul>	<ul style="list-style-type: none"> <li>- Salary Advancement-Academic</li> <li>- Step Increase</li> <li>- Stipends</li> <li>- Transfers</li> <li>- Tuition Reimbursement</li> <li>- Temporary Academic Employees</li> <li>- Volunteers</li> </ul>
	OOC, VCSSS, & PRES	<ul style="list-style-type: none"> <li>- Applause Report</li> <li>- Board Committee Reports</li> <li>- Board Master Planning Action Calendar</li> <li>- Board Policies &amp; Procedures</li> </ul>	<ul style="list-style-type: none"> <li>- Chancellor's Report</li> <li>- Curriculum</li> <li>- Goal 1 – Feb, Goal 2 – March, Goal 3 – April, Goal 4 – May</li> <li>- Year End Goals Summary - June</li> </ul>	<ul style="list-style-type: none"> <li>- Goal 1 –Aug, Goal 2 –Sept, Goal 3 – Oct, Goal 4 – Nov,</li> <li>- Mid-Year Goals Summary - Jan</li> <li>- Individual Memberships</li> <li>- Minutes</li> </ul>

JANUARY			FEBRUARY			MARCH		
<ul style="list-style-type: none"> <li>• Adopt Budget Calendar (by 2/1)</li> <li>• Budget Directives 1<sup>st</sup> Reading</li> <li>• Goals 1-4 Mid-Year Progress Report</li> <li>• Quarterly Financial Status Report (CCFS)</li> </ul>			<ul style="list-style-type: none"> <li>• Audit Report for Measure CC and Measure M</li> <li>• Budget Directives 2<sup>nd</sup> Reading/Approval (by 3/1)</li> <li>• Nonresident Tuition and Capital Outlay Fees (by 3/1)</li> <li>• CCCCO ECA requirement (due by 2/28/23): Emergency Conditions Recovery Plan mid-year update due to local Board of Trustees and Chancellor's Office</li> <li>• Apportionment Attendance and FTES Calculation Report (CCFS 320) P1</li> <li>• Sabbaticals Granted</li> </ul>			<ul style="list-style-type: none"> <li>• Board Calendar of Meeting Dates for Next FY</li> <li>• CBOC Annual Report (by 3/31)</li> <li>• Selection of Auditor (by 5/15)</li> <li>• Grant Tenure/Tenure Contracts</li> <li>• Classified Employee of the Year Endorsement (by 3/15)</li> <li>• Quarterly Certified Financial Status Report for Second Quarter (311Q by 3/15)</li> <li>• Sabbatical Completion Report from last spring and fall (by first semester after return)</li> <li>• Financial Statements and Audit Report for Auxiliary Organizations (by 4/1)</li> </ul>		
APRIL			MAY			JUNE		
<ul style="list-style-type: none"> <li>• 4/10 Alternate Summer Work Schedule for Management &amp; Confidential Employees</li> <li>• P&amp;Ps (required 1<sup>st</sup> read) 2100 (every two years on even election years), 2725</li> <li>• Board Orientation Handbook Updates</li> <li>• 2023 District Technology Strategic Plan (last plan 2020-2023)</li> <li>• Student Trustee Privileges (by 5/15)</li> <li>• Constitutional Advance (optional)</li> <li>• Quarterly Financial Status Report (CCFS)</li> <li>• 2022-2027 SBCCD Strategic Plan</li> </ul>			<ul style="list-style-type: none"> <li>• P&amp;P (required 1<sup>st</sup> read) 6320, 4235 (every three years. Last approved 5/13/21) 2725 resolution only</li> <li>• Apportionment Attendance and FTES Calculation Report (CCFS 320) P2</li> <li>• Interfund Transfer Resolution</li> <li>• Preliminary Budget &amp; Presentation (strategy session)</li> <li>• EEO Multiple Method Certification (by 6/1)</li> <li>• Outgoing Student Trustee Recognition</li> <li>• 2027 ACCJC Institutional Self-Evaluation Report (by 8/1 every seven years. Last report 2020)</li> </ul>			<ul style="list-style-type: none"> <li>• Authorized Signature List</li> <li>• Bank Accounts</li> <li>• Tentative Budget (by 7/1)</li> <li>• PARS Transactions Related to Tentative Budget</li> <li>• Prop 30 EPA Expenditures Resolution</li> <li>• Meals, Refreshments, Open POs for Next FY</li> <li>• Order of Election and the Specifications of the Election Order (every 2 years on even numbered years)</li> <li>• New Student Trustee Orientation (information)</li> <li>• New Student Trustee Oath of Office</li> <li>• Goals 1-4 End of Year Executive Summary</li> <li>• Five-Year Construction Plan</li> </ul>		

## Board Master Planning Action Calendar (as of 4/7/23)

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	OOC, VCSSS, & PRES	<ul style="list-style-type: none"> <li>- Applause Report</li> <li>- Board Committee Reports</li> <li>- Board Master Planning Action Calendar</li> <li>- Board Policies &amp; Procedures</li> </ul>	<ul style="list-style-type: none"> <li>- Chancellor's Report</li> <li>- Curriculum</li> <li>- Goal 1 – Feb, Goal 2 – March, Goal 3 – April, Goal 4 – May</li> <li>- Year End Goals Summary - June</li> </ul>	<ul style="list-style-type: none"> <li>- Goal 1 –Aug, Goal 2 –Sept, Goal 3 – Oct, Goal 4 – Nov,</li> <li>- Mid-Year Goals Summary - Jan</li> <li>- Individual Memberships</li> <li>- Minutes</li> </ul>

JULY	AUGUST	SEPTEMBER
<ul style="list-style-type: none"> <li>• P&amp;Ps (required) 6320</li> <li>• Transfer of Appropriations Resolution</li> <li>• Quarterly Financial Status Report (CCFS)</li> </ul>	<ul style="list-style-type: none"> <li>• P&amp;Ps (required) 2745, 2435, 1100, 1200</li> <li>• Quarterly Certified Financial Status Report (by 8/15)</li> <li>• Apportionment Attendance and FTES Calculation Report (CCFS 320) P3</li> <li>• Quarterly Investment Report</li> <li>• Prop 30 EPA Expenditure Accounting (if figures change dramatically based on ReCalc)</li> <li>• Final Budget Presentation (strategy session 4<sup>th</sup> Thursday)</li> <li>• Reaffirm or revise Evaluation of the Chancellor process (with P&amp;P from Board Retreat)</li> <li>• Reaffirm or revise Board Self Evaluation process (with P&amp;P from Board Retreat)</li> <li>• Reaffirm or revise Mission, Vision, Values, Goals/Strategic Priorities with P&amp;Ps (with P&amp;P from Board Retreat)</li> <li>• Approval of Goals/Key Results (from Board Retreat)</li> <li>• 2024 ACCJC Midterm Report 1st Reading/Approval (by 10/1. Last report 2020)</li> <li>• 2027 ACCJC Institutional Self-Evaluation Report 1st Reading/Approval (by 10/1. Last report 2020)</li> </ul>	<ul style="list-style-type: none"> <li>• 50% Law, Application for Exemption (CCFS-350A by 9/15) due from Districts</li> <li>• Prior year (PY) Final Enrollment Fee Revenue Due (CCFS-323 by 9/15)</li> <li>• Public Hearing and Final Budget Approval (by 9/15)</li> <li>• 2024 ACCJC Midterm Report final approval (by 10/1. Last report 2020)</li> <li>• 2027 ACCJC Institutional Self-Evaluation Report final approval (by 10/1. Last report 2020)</li> <li>• Grant Sabbaticals (notice required to employees by October 1).</li> </ul>
		OCTOBER
		<ul style="list-style-type: none"> <li>• Campus Advisory Committees</li> <li>• Initial Proposals to Reopen Negotiations with CSEA/CTA</li> <li>• Annual Security Report (information item)</li> <li>• P&amp;P Review List (information item)</li> <li>• Sabbatical Completion Report from last spring and fall (by first semester after return)</li> <li>• Quarterly Financial Status Report (CCFS)</li> </ul>



## Board Master Planning Action Calendar (as of 4/7/23)

Monthly	B&FS	<ul style="list-style-type: none"> <li>- Alcohol at Events</li> <li>- Budget Revenue &amp; Expenditure Summary</li> <li>- Cash Flow Analysis</li> <li>- Contracts Below Bid Limit</li> </ul>	<ul style="list-style-type: none"> <li>- Conferences Over \$5K or Outside US</li> <li>- Fund Balance Transfer Resolution</li> <li>- KVCR Report to the Board</li> <li>- Purchase Order Report</li> </ul>	<ul style="list-style-type: none"> <li>- Ratification of Interfund Transfers Contracts Above Bid Limit</li> <li>- Signature List Changes</li> <li>- Surplus Property</li> </ul>
	FPC	<ul style="list-style-type: none"> <li>- Bond Construction COs/Amendments</li> <li>- CBOC Appointees</li> </ul>	<ul style="list-style-type: none"> <li>- Informal Bid Award (UCCAP)</li> <li>- Non-Bond Construction COs/Amendments</li> </ul>	<ul style="list-style-type: none"> <li>- RFQ/RFP/Bid &amp; Contract Award</li> <li>- Small Scale Construction Contract Award</li> </ul>
	HR	<ul style="list-style-type: none"> <li>- <b>Closed Session Items (Separate Agenda)</b></li> <li>- 39-Month Reemployment</li> <li>- Adjunct/Substitute Academic</li> <li>- CSEA/CTA Agreements</li> <li>- CSEA/CTA/POA MOUs</li> <li>- Employee Anniversary Celebrations</li> </ul>	<ul style="list-style-type: none"> <li>- Job Descriptions</li> <li>- New Hires- Permanent/Interim</li> <li>- Non-Instructional Pay</li> <li>- Professional Expert, Short-Term, Subs</li> <li>- Promotions</li> <li>- Reclassifications</li> <li>- Resignations &amp; Retirements</li> </ul>	<ul style="list-style-type: none"> <li>- Salary Advancement-Academic</li> <li>- Step Increase</li> <li>- Stipends</li> <li>- Transfers</li> <li>- Tuition Reimbursement</li> <li>- Temporary Academic Employees</li> <li>- Volunteers</li> </ul>
	OOC, VCSSS, & PRES	<ul style="list-style-type: none"> <li>- Applause Report</li> <li>- Board Committee Reports</li> <li>- Board Master Planning Action Calendar</li> <li>- Board Policies &amp; Procedures</li> </ul>	<ul style="list-style-type: none"> <li>- Chancellor's Report</li> <li>- Curriculum</li> <li>- Goal 1 – Feb, Goal 2 – March, Goal 3 – April, Goal 4 – May</li> <li>- Year End Goals Summary - June</li> </ul>	<ul style="list-style-type: none"> <li>- Goal 1 –Aug, Goal 2 –Sept, Goal 3 – Oct, Goal 4 – Nov,</li> <li>- Mid-Year Goals Summary - Jan</li> <li>- Individual Memberships</li> <li>- Minutes</li> </ul>

NOVEMBER	DECEMBER (2 <sup>nd</sup> Fridays)	DECEMBER (continued)
<ul style="list-style-type: none"> <li>• <b>Closed Session – Notice of Intent to Non-Renew</b></li> <li>• P&amp;P 2350 Speakers and 2725 Bd Compensation<sup>1st</sup> Reading (2022 only)</li> <li>• Full-Time Faculty Obligation Report (110/FFO due by 11/30)</li> <li>• Student Equity Plans (2022-2025)</li> </ul>	<p><b><u>ANNUAL MEETING</u></b>            Education Code Section 5017 provides: Each person elected at a regular biennial governing board member election shall hold office for a term of four years commencing on the second Friday in December next succeeding his/her election. Any member of the governing board of a school district or community college district whose term has expired shall continue to discharge the duties of the office until his/her successor has qualified. The term of the successor shall begin upon the expiration of the term of his/her predecessor.</p> <p>Swearing in on or prior to the second Friday in December. In election years, Education Code Section 72000 subdivision (c)(2)(A), the annual meeting must occur within a 15-day period that commences with the second Friday in December.</p> <ul style="list-style-type: none"> <li>• New Trustee Oath of Office</li> <li>• Nomination and approval of SBCCD Executive Board</li> <li>• Certification of Election of Board Chair and Clerk</li> <li>• Board Member Assignment to the County Committee on School District Organization</li> <li>• Board Member Assignment to the SBRETCJPA</li> </ul>	<p><b><u>BUSINESS MEETING</u></b></p> <ul style="list-style-type: none"> <li>• Board Member Assignment to Standing BOT Committees. (Note for information: BEC serves as Ethics committee and self-evaluation/chancellor evaluation committees)</li> <li>• Approve Ex Officio Members of the IFF Board</li> <li>• Reaffirm FCC Auction Guiding Principles</li> <li>• Audit Reports: District, CBOC, KVCR (by 12/31)</li> <li>• New Trustee Orientation (every 2 years on even numbered years, if new trustees are elected)</li> <li>• Apportionment Attendance and FTES Calculation Report (CCFS 320 by 1/15) P1</li> </ul>

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor and  
Kristina L. Hannon, Vice Chancellor, Human Resources & Police Services

**PREPARED BY:** Jose F. Torres, Executive Vice Chancellor

**DATE:** April 13, 2023

**SUBJECT:** Board Policies for First Reading

### **RECOMMENDATION**

This item is for information only. No action is necessary.

### **OVERVIEW**

AP 2410 | <https://sbccd.edu/ap2410>

Pursuant to Board Policy 2410, policies of the Board may be adopted, revised, added to, or amended at any regular Board meeting by a majority vote. Proposed changes or additions shall be introduced not less than one regular meeting prior to the meeting at which action is recommended. The Board shall regularly assess its policies for effectiveness in fulfilling the District's mission.

Administrative Procedures are issued by the Chancellor as statements of method to be used in implementing Board Policy. Such Administrative Procedures shall be consistent with the intent of Board Policy and may be revised as deemed necessary by the Chancellor through regular consultation processes and/or as required by revisions to laws and regulations. Administrative Procedures are forwarded to the Board of Trustees, which reserves the right to direct revisions of the Administrative Procedures should they, in the Board's judgment, be inconsistent with the Board's own policies.

### **ANALYSIS**

The items below have undergone SBCCD's process for Board Policies & Administrative Procedures as outlined in AP 2410 and are being forward to the Board at this time for first reading. Changes are redlined in the attached policies and procedures.

Policies & Procedures Presented for First Reading	
BP AP 4020	Program, Curriculum, and Course Development
BP AP 5035	Withholding of Student Records





## **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Be a Leader and Partner in Addressing Regional Issues
4. Ensure Fiscal Accountability/Sustainability

## **FINANCIAL IMPLICATIONS**

This is an information item and does not have any direct financial implications.

## P&P 4020 PROGRAM, CURRICULUM AND COURSE DEVELOPMENT (10+1)

**Reason for Changes** (For more info on SBCCD's process for Board Policies and Administrative Procedures, visit <https://sbccd.edu/ap2410>.)

**Legal Update 38** | The Service updated this policy to add optional language to highlight diversity, equity, and inclusion issues.

**Review Level:**  
3 | Extensive Review (Subject to 10+1)

**Review Level Approved by PPAC:**  
11/14/2022

**Constituent Review Anticipated:**  
1/31/2023

**Academic Senate 1<sup>st</sup> Review**  
2/1/2023

**Chapter Owner Review of Feedback**  
2/13/2023

**Academic Senate Vote of Support**  
2/15/2023

**PPAC Final:**  
3/13/2023

**BOT 1<sup>st</sup> Read:**  
4/13/2023

**BOT 2<sup>nd</sup> Read:**  
5/11/2023

### BP 4020 PROGRAM, CURRICULUM AND COURSE DEVELOPMENT With Changes Redlined

*(Replaces current SBCCD BP 4020)*

The programs and curricula of the District shall be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency. To that end, the Chancellor shall establish procedures for the development and review of all curricular offerings, including their establishment, modification, or discontinuance.

Furthermore, these procedures, following the guidelines of Title 5, shall include:

- appropriate involvement of the faculty and Academic Senate in all processes;
- regular review and justification of programs and course descriptions;
- opportunities for training for persons involved in aspects of curriculum development.
- consideration of job market and other related information for career and technical education programs.

The Board acknowledges that District faculty, the college curriculum committees, and the college Academic Senates have the shared responsibility to ensure that curriculum review committee members and discipline experts work together to provide Diversity, Equity, Inclusion, and Anti-Racism (DEIA) frameworks and principles in curriculum review and approval processes for credit and noncredit, including programs and curricula in ethnic studies that encompass instruction and infusion of perspectives of African American, Asian American, Native American, and Latinx people. The curriculum process is supported by Administrators and classified professionals throughout the District who will collaborate to work with faculty to implement equity-minded practices.

All new programs and program discontinuances shall be approved by the Board of Trustees.

All new programs shall be submitted to the California Community College Chancellor's Office for approval as required.

Individual degree-applicable credit courses offered as part of a permitted educational program shall be approved by the Board. Non-degree-applicable credit and degree-applicable courses that are not part of an existing approved program must satisfy the conditions authorized by Title 5 regulations and shall be approved by the Board.

#### Credit Hour

Consistent with federal regulations applicable to federal financial aid eligibility, the District shall assess and designate each of its programs as either a "credit hour" program or a "clock hour" program.

The Chancellor shall establish procedures:

- which prescribe the definition of "credit hour" consistent with applicable federal regulations, as they apply to community college districts.

## P&P 4020 PROGRAM, CURRICULUM AND COURSE DEVELOPMENT (10+1)

### BP 4020 PROGRAM, CURRICULUM AND COURSE DEVELOPMENT

With Changes Redlined

- to assure that curriculum at the District complies with the definition of "credit hour" or "clock hour," where applicable.
- for using a clock-to-credit hour conversion formula to determine whether a credit hour program is eligible for federal financial aid. The conversion formula is used to determine whether such a credit hour program has an appropriate minimum number of clock hours of instruction for each credit hour it claims.

#### References:

Education Code Sections 70901(b), 70902(b), and 78016;  
 Title 5 Sections 51000, 51022, 55002.5, 55100, 55130 and 55150; 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; 34 Code of Federal Regulations Sections 600.2, 602.24, 603.24, and 668.8; ACCJC Accreditation Standards II.A and II.A.9

### AP 4020 PROGRAM, CURRICULUM AND COURSE DEVELOPMENT

With Changes Redlined

~~(Replaces current SB Replaces current SBCCD AP 4020)~~

Note: This procedure is legally required in an effort to show good faith compliance with the applicable federal regulations.

District faculty, the college curriculum committees, and the college Academic Senates have the shared responsibility to ensure that curriculum review committee members and discipline experts work together to provide Diversity, Equity, Inclusion, and Anti-Racism (DEIA) frameworks and principles in curriculum review and approval processes for credit and noncredit, including programs and curricula in ethnic studies that encompass instruction and infusion of perspectives of African American, Asian American, Native American, and Latinx people. The curriculum process is supported by Administrators and classified professionals throughout the District who will collaborate to work with faculty to implement equity-minded practices.

Curriculum development procedures for each college are developed by the campus curriculum committees under the purview of the academic senates. The respective curriculum handbooks prepared and revised by each campus committee are posted on the college's curriculum committee webpage.

- One hour of classroom or direct faculty instruction and a minimum of two hours of out of class student work each week for approximately [15 weeks for one semester or trimester hour of credit], [or 10 to 12 weeks for one quarter hour of credit], or the equivalent amount of work over a different amount of time; or
- At least an equivalent amount of work as required in the paragraph above, of this definition for other academic activities as established by the institution including laboratory work, internships, practica, studio work, and other academic work leading to the award of credit hours.

Curriculum development procedures for each college in the District are documented in the respective curriculum handbooks prepared by each campus.

Faculty, the college curriculum committees, and the college Academic Senates have the shared responsibility to ensure that Ethnic Studies course materials and curriculum:

1. Are written by and for Native American, Black and African American, Latinx, and Asian American communities rather than only about those communities.
2. Address structural and institutional racism, discrimination, oppression, and privilege.

**P&P 4020 PROGRAM, CURRICULUM AND COURSE DEVELOPMENT (10+1)****AP 4020 PROGRAM, CURRICULUM AND COURSE DEVELOPMENT****With Changes Redlined**3. Focus on the eleven principles of Ethnic Studies:

- a. Love
- b. Respect
- c. Reflection
- d. Hope
- e. Solidarity
- f. Critical Consciousness
- g. Community
- h. Interconnection
- i. Wellness
- j. Healing
- k. Transformation

**References:**

Title 5 Sections 51021, 55000 et seq., and 55100 et seq.;

34 Code of Federal Regulations Part 600.2; ACCJC Accreditation Standard II.A;

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.

**END OF RECOMMENDATION**

## P&P 5035 WITHHOLDING OF STUDENT RECORDS (10+1)

**Reason for Changes** (For more info on SBCCD's process for Board Policies and Administrative Procedures, visit <https://sbccd.edu/ap2410>.)

- The Service updated this policy to reflect changes to Title 5 Regulations that prohibit withholding grades or transcripts to collect a debt.

**Review Level:**  
3 | Extensive (10+1)

**Review Level Approved by PPAC:**  
12/12/2022

**Constituent Review:**  
Received 2/2/2023

**Academic Senate 1<sup>st</sup> Review**  
2/1/2023

**Chapter Owner Review of Feedback**  
2/10/2023-2/13/2023

**Academic Senate Vote of Support**  
2/15/2023-3/8/2023

**PPAC Final:**  
3/13/2023

**BOT 1<sup>st</sup> Reading:**  
4/13/2023

**BOT 2<sup>nd</sup> Reading & Approval:**  
5/11/2023

### BP 5035 WITHHOLDING OF STUDENT RECORDS (10+1)

With Changes Redlined

Students or former students who have been provided with written notice that they have failed to pay a proper financial obligation ~~shall may~~ have ~~grades, diplomas, and~~ registration privileges withheld until the outstanding obligation is paid or otherwise settled.

**Reference:**

Title 5 Section 59410

### AP 5035 WITHHOLDING OF STUDENT RECORDS (10+1)

With Changes Redlined

The Director of Admissions & Records or designee may withhold ~~grades, diplomas, and~~ registration privileges from any student or former student who fails to pay a proper financial obligation to the District. The student shall be given written notification and the opportunity to explain if the financial obligation is in error.

The definition of proper financial obligation shall include, but is not limited to: student fees; obligations incurred through the use of facilities, equipment or materials; library fines; unreturned library books; materials remaining improperly in the possession of the student; and/or any other unpaid obligation a student or former student owes to the District. A proper financial obligation does not include any unpaid obligation to a student organization.

For additional information see Board Policy/Administrative Procedure 5030 Fees or visit the campus websites.

**Reference:**

Title 5 Section 59410

## END OF RECOMMENDATION

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

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

**DATE:** April 13, 2023

**SUBJECT:** Budget Revenue & Expenditure Summary

### **RECOMMENDATION**

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

### **OVERVIEW**

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 2022-23 budget unless otherwise noted here. For explanations of any significant variances in year-to-date revenues/expenditures from fiscal year elapsed, please see the attached summary.

### **ANALYSIS**

The attached Revenue and Expenditure Summary reflects activity for the 2022-23 fiscal year through March 21, 2023. As of that date, SBCCD was 72.3% through the fiscal year and had spent and/or encumbered approximately 52.0% of its budgeted unrestricted general fund.

### **SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

This analysis is an important tool for the Board of Trustees to track SBCCD revenue and expenditures across all funds.





# Budget Revenue & Expenditure Summary

Year to Date 3/21/23

[v.3.24.2023.p.1]2]

72.3% of Fiscal Year Elapsed

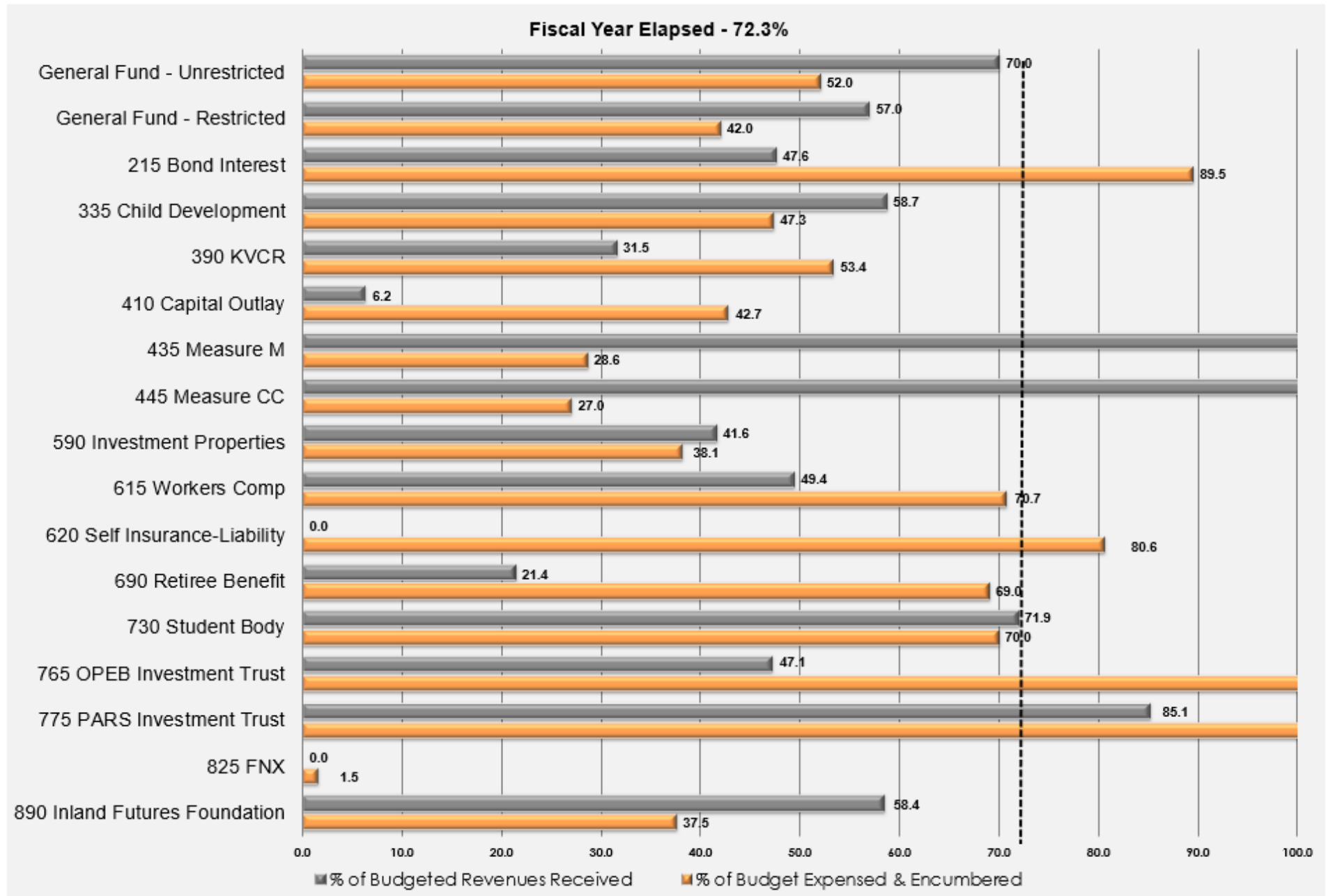
FUND	REVENUES			EXPENDITURES			COMMENTS
	Budget	Received YTD		Budget	Expensed/ Encumbered YTD		
110 General Fund - Unrestricted	131,574,068	92,120,356	70.0%	130,036,618	67,631,557	52.0%	Expenditures are consistent with the needs of the fund given the current climate.
125 General Fund - Restricted	139,449,026	79,437,626	57.0%	139,449,026	58,519,053	42.0%	Most state and federal grant revenues are received on the reimbursement basis causing a delay in the receipt of revenues. Expenditures are consistent with the needs of the fund given the current climate.
215 Bond Interest & Redemption	58,000,000	27,602,493	47.6%	58,000,000	51,909,664	89.5%	Taxes are determined and collected by the County for bond measures.
335 Child Development	5,034,542	2,953,592	58.7%	5,034,542	2,382,661	47.3%	Expenditures are consistent with the needs of the fund given the current climate.
390 KVCR	7,935,109	2,502,215	31.5%	7,616,160	4,064,579	53.4%	Most state and federal grant revenues are received on the reimbursement basis causing a delay in the receipt of revenues. Donations and pledges are transferred to this fund twice a year.
410 Capital Outlay	34,270,251	2,125,348	6.2%	33,767,726	14,422,673	42.7%	The majority of the budget in this fund relates to the SBVC Technical Building Replacement project. Funding is on the reimbursement basis causing a delay in the receipt of revenues.
435 Measure M	23,500	219,629	934.6%	7,256,170	2,075,108	28.6%	Interest Revenue for the first half of the year was higher than expected at \$215,451.46. Expense budgets are expected to extend over several years.
445 Measure CC	2,000,000	2,168,699	108.4%	266,779,588	72,087,444	27.0%	Interest Revenue for the first half of the year was higher than expected at \$2,168,699.12. Expense budgets are expected to extend over several years.
590 Investment Properties	3,547,299	1,475,063	41.6%	3,339,855	1,271,571	38.1%	Revenue and expenditure activity posted for the first quarter. Posting in progress for months in the second quarter.
615 Workers Compensation	2,030,000	1,003,118	49.4%	2,870,000	2,028,006	70.7%	Revenues are transferred a month in arrears. Posting in progress for January activity.
620 Self Insurance-Liability	800,000	800,000	100.0%	1,145,000	923,182	80.6%	Revenue is transferred in full at the beginning of the year.
690 Retiree Benefit	447,326	95,594	21.4%	782,326	539,743	69.0%	Revenues are transferred a month in arrears. Posting in progress for January activity. Interest revenues are lower than expected due to an underperforming market.
730 Student Body Center Fee	261,349	187,948	71.9%	261,349	183,059	70.0%	
765 OPEB Trust	1,000,000	471,457	47.1%	82,000	602,209	734.4%	The first quarter resulted in an investment loss (increase to expenses) due to the underperforming market. The second quarter resulted in an investment gain and an increase in interest income compared to the first quarter.
775 PARS Trust	4,250,000	3,618,840	85.1%	3,100,000	4,940,718	159.4%	The first quarter resulted in an investment loss (increase to expenses) due to the underperforming market. The second quarter resulted in an investment gain.
825 FNX	-	1,555	0.0%	199,417	302,687	151.8%	Budget and actuals partially moved to the KVCR fund (390).
890 Inland Futures Foundation	1,119,730	653,768	58.4%	1,119,730	420,448	37.5%	Pledge revenues are posted for the first quarter. Posting in progress for second quarter activity. Expenses related to pledge and donation transfers out are processed twice a year (January and June).
<b>Total (All Funds)</b>	<b>391,742,200</b>	<b>217,437,301</b>	<b>55.5%</b>	<b>660,839,507</b>	<b>284,304,362</b>	<b>43.0%</b>	



## Budget Revenue & Expenditure Summary

Year to Date 3/21/23

[v.3.24.2023.p.2|2]





## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

**PREPARED BY:** Steven J. Sutorus, Business Manager

**DATE:** April 13, 2023

**SUBJECT:** Contracts Below \$109,300

### **RECOMMENDATION**

This item is for information only. No action is necessary.

### **OVERVIEW**

In accordance with SBCCD Board Policy 6100, Delegation of Authority, The Board of Trustees delegates authority to the Chancellor to supervise the general business procedures of the District to assure the proper administration of property and contracts.

In line 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 have authority to approve purchase requests; award, sign, and execute contracts; and authorize payment 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.

### **ANALYSIS**

The California Board of Governors sets the formal bid limit for procurement of goods and or services on an annual basis. The formal bid limit for the current calendar year has been set at \$109,300. Construction services are not included in this board item.

### **SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

The attached purchase and or contract requests have been budgeted for via purchase orders.



## Routine Contracts and Income Agreements

Board 04/13/2023

1 of 17

Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24074	4 Imprint	Production of Logo Items	Art/SBVC	\$320.64		
24149	4 Imprint	Production of Logo Items	Nursing/SBVC	\$1,409.43		
24195	4 Imprint	Production of Logo Items	Academic Success/SBVC	\$958.13		
24196	4 Imprint	Production of Logo Items	Academic Success/SBVC	\$314.10		
24193	Academic Senate for California Community College	Services	President/CHC	\$1,000.00		
24056	Ad Partum Creative LLC	Production of Signs & Posters	First Year/SBVC	\$3,825.13		
24057	Ad Partum Creative LLC	Production of Logo Items	First Year/SBVC	\$1,616.25		
24058	Ad Partum Creative LLC	Production of Signs & Posters	First Year/SBVC	\$7,320.65		
24148	All Star Engraving	Production of Awards	EOP&S/CHC	\$650.87		
24059	Allen Communication	Services	KVCR/KVCR	\$1,000.00		
24177	American Medical Response of Inland Empire	Clinicals	Emergency Medical Services/CHC	No Cost		

## Routine Contracts and Income Agreements

Board 04/13/2023

2 of 17

Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24208	American Red Cross	Services	Pool/CHC	\$3,000.00		
24095	Amudipe, William Jr.	Services	Student Life/ SBVC	\$400.00		
24145	Amudipe, William Jr.	Services	First Year/SBVC	\$600.00		
24146	Amudipe, William Jr.	Services	First Year/SBVC	\$1,000.00		
24043	Anady's Trophies & Engraving	On Demand Services	Print Shop/CHC	\$1,000.00		
24117	Apple Valley Fire Protection District	Clinicals	CTE/CHC	No Cost		
23229	Arbiterpay Trust Account dba ArbitorSports, LLC	General	Athletics/SBVC	\$100,000.00		
24092	Arrowhead Christian Academy	Income - Facilities Use	Pool/CHC		\$3,000.00	
24191	Associated Press	Broadcasting Rights	KVCR/KVCR	\$8,911.86		
23989	Aument, Madison	Services	KVCR/KVCR	\$6,000.00		
24075	Avalon Transportation LLC	Bus Rental	Student Life/SBVC	\$2,750.00		

## Routine Contracts and Income Agreements

Board 04/13/2023

3 of 17

Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24076	Avalon Transportation LLC	Bus Rental	Athletics/SBVC	\$8,500.00		
24077	Avalon Transportation LLC	Bus Rental	EOP&S/SBVC	\$2,259.75		
24060	Awards & Specialties Inc.	Production of Logo Items	Student Services/CHC	\$6,745.75		
24205	Bank Mobile Technologies, Inc.	Software/Online Services	Fiscal Services/SBCCD	\$81,000.00		
24096	Blackbaud, Inc.	Software/Online Services	Foundations/SBVC/CHC	\$15,361.24		
24072	BrightView Landscape Services Inc.	UCCAP	Facilities Planning/SBCCD	\$58,532.70		
24116	BrightView Landscape Services Inc.	Site Improvement	Facilities Planning/SBCCD	\$14,543.63		
24131	BrightView Landscape Services Inc.	Services	Facilities Planning/SBCCD	\$34,977.89		
24118	Brown Love LLC	Production of Logo Items	Grants/SBVC	\$8,571.62		
24182	C&F Shaved Enterprises dba Tikiz Shaved Ice & Ice Cream	Catering	First Year/SBVC	\$3,050.00		
24183	C&F Shaved Enterprises dba Tikiz Shaved Ice & Ice Cream	Catering	First Year/SBVC	\$1,525.00		

## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24184	C&F Shaved Enterprises dba Tikiz Shaved Ice & Ice Cream	Catering	First Year/SBVC	\$1,525.00		
24186	C&F Shaved Enterprises dba Tikiz Shaved Ice & Ice Cream	Catering	First Year/SBVC	\$1,525.00		
24078	CAE Healthcare Inc.	Maintenance Agreement	Nursing/SBVC	\$2,521.36		
24119	California Virtual Academies	Rescinded/Cancelled	Administrative Services/SBVC	(\$530.76)		
22946	California, State of	Income - Amendment 01	Chancellor/ SBCCD		\$330,000.00	\$150,000.00
24217	California, State of	Income - Grant	EDCT/SBCCD		\$8,000,000.00	
24125	Carreras Tours LLC	Bus Rental	First Year/SBVC	\$31,634.20		
24161	Carreras Tours LLC	Bus Rental	First year/SBVC	\$1,140.00		
24151	CIDI Labs, LLC	Software/Online Services	TESS/SBCCD	\$13,175.00		
24202	Civil Rights Institution Inland Southern CA	Sponsorship	Chancellor/ SBCCD	\$3,000.00		
23607	Clay Counseling Foundation	CalWorks Off-Campus Work Study	Calworks/SBVC	\$10,000.00		

## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24132	Cleverbridge	Software/Online Services	TESS/SBCCD	\$8,800.00		
24164	Cleverbridge	Software/Online Services	TESS/SBCCD	\$8,800.00		
24173	Constant Contact, Inc.	Services	KVCR/KVCR	\$3,162.00		
23967	Contributor Development Partnerships PBC	Services	KVCR/KVCR	\$450.00		
24061	Control Air Enterprises LLC	Building Improvement	Maintenance/SBVC	\$19,950.00		
24209	Cookie Jar, The	Catering	First Year/SBVC	\$3,330.00		
24062	Crown Promotions Group Inc.	Production of Logo Items	Human Services/SBVC	\$3,368.83		
24063	Crown Promotions Group Inc.	Production of Logo Items	EOP&S/SBVC	\$6,765.00		
24127	Crown Promotions Group Inc.	Production of Logo Items	First Year/SBVC	\$26,145.10		
24162	Crown Promotions Group Inc.	Production of Logo Items	First Year/SBVC	\$6,795.81		
24167	Crown Promotions Group Inc.	Production of Logo Items	First Year/SBVC	\$401.35		

## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24181	Crown Promotions Group Inc.	Production of Logo Items	First Year/SBVC	\$8,348.08		
24160	CurriQunet	Software/Online Services	Instruction/CHC	\$5,250.00		
24172	Datanetiix Solutions, Inc.	Software/Online Services	TESS/SBCCD	\$18,000.00		
24207	Degy Booking International, Inc	Services	Student Services/SBVC	\$3,800.00		
24133	Dell Computer Company	Software/Online Services	Campus Tech/CHC	\$12,731.27		
24097	Desert CAM Inc.	Program Acquisition	KVCR/KVCR	\$1,075.00		
24079	Design Source USA, Inc.	Production of Awards	Student Equity/SBVC	\$8,242.51		
24101	Design Source USA, Inc.	Production of Logo Items	Student Life/CHC	\$11,745.45		
24042	Diamondback Fire & Rescue	Repairs	Fire Technology/CHC	\$3,897.75		
24080	Doing Good Works	Production of Logo Items	Student Life/CHC	\$9,741.45		
24102	Doing Good Works	Production of Logo Items	Outreach/CHC	\$10,952.65		

## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24201	EdCert LLC dba ACUE	Consultants	Professional Development/ SBVC	\$80,000.00		
24051	EDU Business Solutions	Software/Online Services	Print Shop/ SBCCD	\$4,010.40		
24213	Eide Bailly LLP	Professional Services	Fiscal Services/SBCCD	\$5,500.00		
24214	Eide Bailly LLP	Professional Services	Fiscal Services/SBCCD	\$5,500.00		
24215	Eide Bailly LLP	Professional Services	Fiscal Services/SBCCD	\$13,200.00		
24216	Eide Bailly LLP	PO as Contract	Fiscal Services/SBCCD	\$7,500.00		
24150	Embroidery In Motion	Production of Logo Items	Student Life/ SBVC	\$148.70		
23862	Empowered Students LLC	Services	EOPS/SBVC	\$39,000.00		
23060	Environmental Management Technologies	On Demand Services	Facilities Planning/SBCCD	\$15,000.00		
24187	Envision Education LLC	Consultants	EDCT/SBCCD	\$5,000.00		
24064	Faronics Technologies, Inc.	Software/Online Services	TESS/SBCCD	\$4,499.26		



## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24120	Faronics Technologies, Inc.	Software/Online Services	Campus Tech/SBVC	\$462.60		
24103	File Keepers, LLC	Software/Online Services	Calworks/SBVC	\$330.00		
24090	Fontana Aquatics Club	Income - Facilities Use	Pool/CHC		\$3,000.00	
24180	Fusion Aquatics	Income - Facilities Use	Facilities/CHC		\$2,500.00	
24066	G/M Business Interiors	Installation Services	Pool/CHC	\$2,926.00		
24104	G/M Business Interiors	Installation Services	Business/SBVC	\$2,681.77		
24121	G/M Business Interiors	Installation Services	Research & Planning/SBVC	\$872.95		
24065	Garland/DBS Inc.	Services	Maintenance/ SBVC	\$3,172.00		
24163	Guerrero, Steven	Consultants	Student Services/CHC	\$1,250.00		
24126	H & L Charter Co, Inc.	Bus Rental	Counseling/ SBVC	\$1,695.00		
24155	H & L Charter Co, Inc.	Bus Rental	First Year/SBVC	\$848.00		

## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24156	HAAS Factory Outlet Anaheim	Repairs	EDCT/SBCCD	\$555.00		
24169	HAAS Factory Outlet Anaheim	Repairs	EDCT/SBCCD	\$1,295.00		
24170	HAAS Factory Outlet Anaheim	Maintenance Agreement	EDCT/SBCCD	\$1,295.00		
24147	HealthImpact	Software/Online Services	Nursing/SBVC	\$1,260.00		
24050	High Desert Child Adolescent & Family Service Center Inc.	CalWorks Off-Campus Work Study	Calworks/SBVC	\$5,000.00		
24122	Houston, Jean Paul	Services	KVCR/KVCR	\$12,000.00		
24067	IBM - International Business Machines Corporation	Software/Online Services	TESS/SBCCD	\$3,833.38		
24081	IBM - International Business Machines Corporation	Software/Online Services	TESS/SBCCD	\$2,487.35		
24087	ICS Service Co.	Services	Maintenance/SBVC	\$19,075.00		
24105	IE Gourmet Food Trucks	Catering	Student Life/CHC	\$2,782.26		
24153	Inland Empire Biking Alliance	Income - Facilities Use	Administrative Services/CHC		No Charge	

## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24082	Inland Empire Community Foundation	Income - Grant	KVCR/KVCR		\$20,000.00	
24083	Inland Empire Labor Institute	Income - Training Agreement	EDCT/SBCCD		\$72,000.00	
24134	Inland Empire Media Group Inc. dba Inland Empire Magazine	Advertising	Marketing/ SBCCD	\$1,295.00		
24047	Inland Empire Stages LTD	Bus Rental	Athletics/SBVC	\$2,180.00		
24135	Innovative Signs & Designs	Production of Logo Items	Science/SBVC	\$2,609.31		
24106	Intermex, Inc.	Bus Rental	First Year/SBVC	\$1,345.50		
24174	InterWorks, Inc	Training Services	TESS/SBCCD	\$10,400.00		
23997	IPQualityScore LLC	Software/Online Services	TESS/SBCCD	\$16,199.99		
23178	JAD Auto Detailing	Amendment	District Police/SBCCD	\$3,000.00		\$2,000.00
24190	Johnston, Lyla June	Speaker	Art/SBVC	\$3,500.00		
24194	JOJO's Grill-A-Dog	Catering	First Year/SBVC	\$4,848.75		

## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24107	Jones Agency	Program Acquisition	KVCR/KVCR	No Cost		
24108	Ken Mills Agency, LLC	Broadcasting Rights	KVCR/KVCR	\$1,000.00		
24048	Kone, Inc.	Repairs	Maintenance/ SBVC	\$16,878.22		
24197	Kurzweil Education Systems	Software/Online Services	TESS/SBCCD	\$3,000.00		
24171	Laboratory Microscope Specialist - LMS	Repairs	Biology/SBCCD	\$910.00		
24068	Letterhead Factory Inc.	Production of Logo Items	Student Life/ SBVC	\$721.93		
24166	Lexipol, LLC	Services	District Police/SBCCD	\$4,349.42		
24123	Live Sports Radio, LLC	Services	KVCR/KVCR	No Cost		
24189	Making Hope Happen Foundation	Sponsorship	Chancellor/ SBCCD	\$2,500.00		
24044	Mariposa Landscapes Inc	Repairs	Facilities Planning/SBCCD	\$1,598.64		
24144	Mckinley, Mario	Services	First Year/ SBVC	\$500.00		

## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24211	Miller, Zoey	Consultants	First Year/ SBVC	\$500.00		
24109	Mora, Daniel E.	Services	KVCR/KVCR	\$3,000.00		
24052	Morongo Band of Mission Indians	Participation Agreement	Student Services/CHC	No Cost		
24110	Museus, Samuel	Workshop/ Training	Human Resources/SBCCD	\$4,000.00		
24088	Pacifico Plumbing Inc.	PO as Contract	ATPC/SBCCD	\$1,000.00		
24124	Party Plus Rental	Rental	First Year/SBVC	\$10,275.00		
24157	Party Plus Rental	Rental	Resource Development/CHC	\$7,745.80		
24159	Party Plus Rental	Rental	First Year/SBVC	\$5,640.00		
24185	Party Plus Rental	Rental	Student Life/ SBVC	\$2,395.00		
24053	Pennington Designs	Production of Logo Items	CTE/CHC	\$3,463.74		
24128	Personalization Mall	Production of Awards	Health Center/SBVC	\$366.00		

## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
23975	Pierside Investigations	Services	Human Resources/SBCCD	\$8,000.00		
24203	Precision Balance Specialist	Repairs	Chemistry/CHC	\$1,695.00		
24129	Prime Promos LLC	Production of Logo Items	First Year/SBVC	\$10,004.30		
24130	Prime Promos LLC	Production of Logo Items	First Year/SBVC	\$3,791.68		
24094	PSI Services, Inc.	Software/Online Services	Respiratory Care/CHC	\$2,800.00		
24152	Pyro Spectaculars Inc.	Production Agreements	Marketing/SBVC	\$17,983.00		
23938	Qualtrics, LLC	Rescinded/ Canceled	TESS/SBCCD	(\$2,500.00)		
23146	R Dependable Construction Inc.	On Demand Repairs Agreement	Maintenance/ SBVC	\$65,000.00		
24086	R Dependable Construction Inc.	On Demand Repairs Agreement	Machine Trades/SBVC	\$50,000.00		
24091	Redlands Adventist Academy	Income - Facilities Use	Pool/CHC		\$2,500.00	
24165	Redlands Bicycle Classic	Sponsorship	Marketing/CHC	\$2,500.00		

## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24046	Redlands USD	Dual Enrollment	Student Services/CHC	\$0.00		
24210	Research For Action	Income - General	Instruction/CHC		\$1,000.00	
24111	Salvesen, Kathleen	Services	KVCR/KVCR	\$18,000.00		
24093	San Bernardino, County of	Repairs	EMS/CHC	\$6,400.00		
24112	San Manuel Band of Mission Indians	Clinicals	Nursing/SBVC	No Cost		
24069	Sandberg, Michaelene dba Queenbee Design Studio	Services	CTE/CHC	\$10,000.00		
24206	Santa Clarita CCD	Income - Grant	Grants/SBVC		\$200,000.00	
24084	SBVC Foundation	Foundation Agreement	Foundation/SBVC		No Charge	
24054	Sharp Designs Custom Embroidery	Production of Team Uniforms	Pool/CHC	\$1,197.12		
24199	Signature Print LLC	Production of Logo Items	Student Services/CHC	\$2,843.31		
24136	Social Lites, Inc. Scholarship Fund	Sponsorship	Marketing/SBCCD	\$300.00		

## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24178	South Coast Air Quality Management District	Income - Facilities Use	Administrative Services/SBVC		\$609.30	
24085	Southern California Business Report	Services	KVCR/KVCR	\$8,000.00		
24142	Stilletosteeze, LLC	Services	First Year/SBVC	\$500.00		
24192	Summerland Bags, LLC	Production of Logo Items	Student Equity/SBVC	\$8,803.18		
24141	Superior Service Corp	PO as Contract	Restaurant Management/SBVC	\$2,100.00		
24041	Telestream LLC	Software/Online Services	KVCR/KVCR	\$19,761.56		
24200	Tennessee, University of	Software/Online Services	Student Services/SBVC	\$150.00		
24137	Time for Change Foundation	Advertising	Marketing/SBCCD	\$250.00		
24045	Titan Tent & Event Rentals	Rental	Student Services/SBVC	\$3,680.80		
24073	Titan Tent & Event Rentals	Rescinded/ Canceled	Counseling/SBVC	(\$3,680.80)		
24154	Top Golf USA Inc	Space Rental	First Year/SBVC	\$657.13		



## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
20470	TouchNet Information Systems Inc.	Software/Online Services	TESS/SBCCD	\$48,950.00	No Charge	
24113	Trumba Corporation	Software/Online Services	TESS/SBCCD	\$1,488.00		
24089	UAS Center At SBO	Income - Facilities Use	EDCT/SBCCD			
24143	Vasquez, Robert dba Active Impressions	Production of Logo Items	Student Services/SBVC	\$2,527.28		
24198	Vasquez, Robert dba Active Impressions	Production of Logo Items	Campus Tech/SBVC	\$2,112.25		
24140	Victor Valley CCD	Subgrantee	EDCT/SBCCD	\$17,520.00		
24049	Walker Signs	Repairs	Pool/CHC	\$995.28		
24158	Water Source Solutions, Inc.	Services	Health Services/SBVC	\$500.00		
24071	Waterloo Maple Inc.	Software/Online Services	Mathematics/CHC	\$427.00		
24070	Wirz & Company Printing Inc.	Production of Logo Items	Arts/SBVC	\$733.35		
24114	Wirz & Company Printing Inc.	Production of Logo Items	Art/SBVC	\$289.12		

## Routine Contracts and Income Agreements

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24188	Wirz & Company Printing Inc.	Production of Logo Items	RTVF/SBVC	\$214.12		
24138	Wolfram Research, Inc.	Software/Online Services	Mathematics/SBVC	\$3,771.28		
24139	Won-Door Corporation	Repairs	Maintenance/CHC	\$687.00		
24168	Won-Door Corporation	Repairs	Facilities Planning/CHC	\$1,000.00		
24055	Yucaipa & Calimesa News Mirror	Advertising	Marketing/CHC	\$475.00		
24115	Yucaipa Equestrian Arena Committee Inc.	Sponsorship	Marketing/CHC	\$500.00		
24175	Yucaipa-Calimesa Joint USD	Pathways Dual Enrollment	Student Services/CHC	No Cost		
24176	Yucaipa-Calimesa Joint USD	Pathways Dual Enrollment	Instruction/CHC	No Cost		
24179	Yucaipa-Calimesa Joint USD	Pathways Dual Enrollment	Student Services/CHC	No Cost		

Total Number of Contract 185

\$1,301,714.62

\$8,634,609.30

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor

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

**DATE:** April 13, 2023

**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. District cash balances are reviewed regularly and monitoring the amount of cash available to meet financial obligations is a core responsibility of the Fiscal Services Department. Fiscal year forecasts are updated monthly using the most current actual revenue and expense data and any new guidance from the State. Attached is the restricted and unrestricted General Fund monthly cash flow analysis.

### **ANALYSIS**

As noted in the forecast, cash balances fluctuate throughout the year based on the amount and timing of actual and estimated revenues and expenses. The current cash estimate as of June 30, 2023, decreased \$280,228 to \$63,516,739 from the previous estimate of \$63,796,967. The cash balance remained relatively consistent with the previously projected amount with a small decrease caused by normal cash fluctuations.

### **SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

This analysis is an important part of ensuring sufficient cash is available to meet District needs.





## General Fund Cash Flow Analysis – Restricted & Unrestricted Fiscal Year 2022-2023

(as of March 17, 2023, rounded to the nearest \$1,000)

										PROJECTED					
		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	ACCRUALS	TOTAL
Estimated Beginning Cash Balance		72,610	74,056	66,825	75,134	75,035	94,238	95,713	99,255	93,551	88,363	87,696	83,839		
Receipts															
Federal				64	-32	-15	-198	5,008	20	29	908	6,605	5,749		18,137
State		12,095	1,758	13,081	25,219	53,436	10,452	9,450	4,142	20,783	13,545	11,827	25,241		201,030
Local		945	2,061	7,277	3,007	5,972	19,527	2,611	3,688	843	3,876	3,928	-58		53,676
Interfund Transfer & Sale of Assets		952	956	1,461	634	-303	991	993	991	2,634	660	108	2,574		12,652
Accounts Receivable/Accruals		-698	-433	2,358	428	2,046	2,346	-47	-274	624	147	1,423	-352		7,568
Total Receipts		13,293	4,343	24,242	29,256	61,135	33,119	18,016	8,568	24,912	19,136	23,891	33,154		293,064
Disbursements															
Academic Salaries		13	2,509	4,522	5,053	5,138	5,153	4,892	4,381	5,091	5,189	5,159	8,733		55,833
Classified Salaries		4,108	2,839	3,049	1,934	3,180	3,469	3,282	3,017	4,008	3,745	3,916	6,084		42,632
Benefits		1,654	2,276	635	2,823	2,847	2,267	2,807	2,705	3,410	3,310	3,343	5,138		33,215
Supplies & Materials		197	81		189	138	72	98	211	386	315	461	2,354		4,503
Other Operating Exp		1,696	2,874	2,536	425	1,779	2,167	1,784	1,327	10,587	4,873	8,734	26,517		65,300
Capital Outlay		262	-25	-93	187	669	197	359	1,218	1,564	2,830	4,120	9,920		21,211
Other Outgo		1,015	37	1,607	4,836	1,162	16,607	1,226	1,475	4,915	506	2,097	2,474		37,955
Longterm Post-Employment Benefits		-6	-1	-7	1	-8	8	7	-9	-10	1	-8	5		-27
Accounts Payable/Accruals		2,909	983	3,683	13,907	27,027	1,705	17	-54	148	-967	-74	-7,749		41,535
Total Disbursements		11,847	11,573	15,933	29,355	41,932	31,644	14,474	14,272	30,100	19,803	27,748	53,476		302,157
Increase / (Decrease) in Cash Balance		1,445	-7,231	8,309	-99	19,203	1,474	3,543	-5,704	-5,188	-667	-3,857	-20,322		
Estimated Ending Cash Balance		74,056	66,825	75,134	75,035	94,238	95,713	99,255	93,551	88,363	87,696	83,839	63,517		

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Kristina Hannon, Vice Chancellor, Human Resources & Police Services

**DATE:** April 13, 2023

**SUBJECT:** MOUs between SBCCD and the California School Employees Association and its SBCCD Chapter 291 (CSEA)

### **RECOMMENDATION**

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

### **OVERVIEW**

The District and the CSEA met and entered into the attached Memorandums of Understanding, also known as MOUs.

### **ANALYSIS**

The attached MOUs constitute the full and complete Agreement between the District and the CSEA.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

### **FINANCIAL IMPLICATIONS**

The cost associated with an MOU is included in the appropriate budgets, where applicable.



**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**And**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291**

**March 14, 2023**

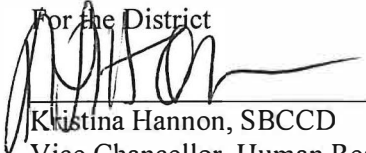
**Terms and Conditions:** This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association and its Chapter #291, (hereinafter "Association"), collectively referred to as "the Parties."

The Parties have met in reference to the increase in full-time equivalent ("FTE") hours for (2) two vacant Child Development Assistant positions at San Bernardino Valley College and agreed to the following.

1. It is agreed and understood that the District would increase FTE hours for (2) two vacant Child Development Assistant positions (PCN: C147206 and C147208).
2. The increase in FTE hours is based on the department's operational needs and workload.
3. The (2) two vacant Child Development Assistant positions will be increased to 1.0 FTE from .475 FTE to 40 hours per workweek from 19 hours per workweek, working 239 days per year.
  - a. The work schedule will be changed as follows:  
 From: Monday – Thursday, 12:00 p.m. to 3:30 p.m., and Friday, 11:00 a.m. to 4:00 p.m.  
 To: Monday – Friday, 7:30 a.m. to 4:00 p.m.
4. In filling these vacancies, the District shall follow the process outlined in Article 15: Vacancies, Transfers, Voluntary Demotions, In House or Promotional Only Recruitments of the CSEA Collective Bargaining Agreement.
5. The Parties agree that the note above will be effective Tuesday, March 14, 2023.

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

For the District



Kristina Hannon, SBCCD  
 Vice Chancellor, Human Resources  
 & Police Services

For CSEA



Cassandra Thomas, President CSEA #291



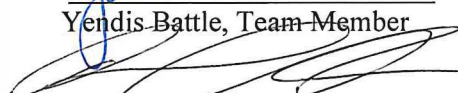
Brittney Coleman, CSEA LRR



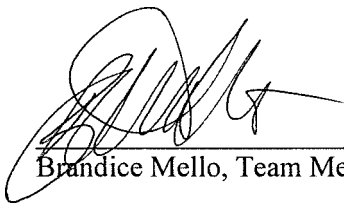
Ernest Guillen, Team Member



Yendis Battle, Team Member



David Stevenson, Team Member



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Brandice Mello, Team Member

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**And**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291**

**March 14, 2023**

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

It is Hereby Agreed:

There will be changes to the Custodian job description (attached herein), which include placement at Range 29 from Range 27 of the CSEA Salary Schedule.

The Custodian will be added to the 2020-2023 CSEA Collective Bargaining Agreement Article 1: Recognition, section 1.1 and Appendix "A."

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

For the District




Kristina Hannon, SBCCD  
Vice-Chancellor, Human Resources  
& Police Services

For CSEA



Cassandra Thomas, President CSEA #291



Brittney Coleman, CSEA LLR



Ernest Guillen, Team Member



Yendis Battle, Team Member



David Stevenson, Team Member



Brandice Mello, Team Member





## Custodian

Classified Range: 29

Board Approved: 11/18/2021 Revised: TBD P. 1|4

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

### **SUMMARY DESCRIPTION**

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Maintains buildings, furniture, and equipment in a clean, sanitary, and safe, condition sets up for meetings and special events.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from appropriate supervisor; checks with supervisor regarding non-routine assignments. May provide technical and functional direction to assigned student workers.

### **REPRESENTATIVE DUTIES**

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*The following duties are typical for this classification.*

1. Maintains buildings and furniture in a clean, sanitary, safe, and secure condition during an assigned shift; cleans and performs minor maintenance repairs on assigned equipment.
2. Sweeps, scrubs, and mops rooms, halls, stairway, and offices; strips, sands, refinishes, waxes, or buffs floors; vacuums and shampoos rugs and carpets; operates custodial equipment, including buffers, floor scrubbers, carpet extractors, and vacuum cleaners.
3. Empties, cleans, moves, and sanitizes waste receptacles and ashtrays; picks up papers and other debris; empties pencil sharpeners as necessary.
4. Dusts, cleans, and polishes furniture, woodwork, fixtures and equipment; removes cobwebs; cleans desks and countertops
5. May change light bulbs and fluorescent tubes.
6. Cleans whiteboards, trays, and erasers; arranges classroom furniture and equipment; restocks classrooms with necessary supplies.
7. Cleans and disinfects restrooms, floor mats, doors, drinking fountains and fixtures; restocks and may order supplies as needed; ensures specified sanitary standards are maintained; may perform minor pest control tasks in buildings.
8. Washes walls; removes markings on walls, restroom stalls, countertops, and desks; washes windows, mirrors, and blinds; cleans filters and kitchen hoods.
9. Moves furniture, equipment, or other heavy objects on request or for set-up of campus functions, meetings, and special events utilizing pallet jacks, hand trucks, or similar equipment; makes minor repairs and adjustments to building fixtures and equipment.
10. Perform the opening and closing of campus by unlocking and locking building entry points; external restroom doors and turn-on elevators; raises, lowers, and replaces flags.



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## Custodian

**Classified Range: 29**Board Approved: 11/18/2021 **Revised: TBD** P. 2|4

11. Secures internal and external entry and exit doors **at the close of the workday or after evening classes**, ensuring that windows and lights are locked and off in assigned area; **maintain the security of assigned areas; turn the alarm system on and off**; ~~raises, lowers, and replaces flags.~~
12. Reports fire, sanitary, safety, or security hazards in buildings; reports needed maintenance or repair to the appropriate authority.
13. Operates campus vehicles as required.
14. Performs other duties related to the primary job duties.

## MINIMUM QUALIFICATIONS

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

### CORE COMPETENCIES:

#### **Environmental Exposure Tolerance**

- Performing under physically demanding conditions
- Accepts and endures the necessity of working in unpleasant or physically demanding conditions
- Shows established adaptation and performance under unpleasant or physically demanding conditions

#### **Safety Focus**

- Showing vigilance and care in identifying and addressing health risks and safety hazards
- Maintains high level of conscientious safety practice

#### **General Physical Ability**

- Using strength, endurance, flexibility, balance and coordination
- Applying motor and perceptual abilities requiring no specific technique, training or conditioning

#### **Professional and Technical Expertise**

- Applying technical subject matter to the job \*\*
- Knows the rudimentary concepts of performing the essential technical operations

#### **Adaptability**

- Responding positively to change and modifying behavior as the situation requires\*\*
- Accept and adjust to changes and the unfamiliar

#### **Innovation**

- Imagining and devising new and better ways of doing things\*\*
- Fix what is broken; find solutions and fixes with resources at hand
- Finds new approaches to performing familiar tasks
- Create and invent new ideas; envision the unexpected, unexplored, untried\*\*

CT



## Custodian

**Classified Range: 29**

Board Approved: 11/18/2021 Revised: TBD P. 3|4

### Critical Thinking

- Analytically and logically evaluates information to resolve problems
- Follow guide, SOP or other step by step procedures for locating the source of a problem and fixing it
- May detect ambiguous, incomplete, or conflicting information or instructions\*\*

### Informing

- Proactively obtaining and sharing information

### Mechanical Insight

- Chooses the right tool for the job
- Applies principles of mechanical advantage to get the work done
- Follows step-by-step assembly procedures, troubleshooting guides, and simple diagrams

### Customer Focus

- Attending to the needs and expectations of customer
- Seeks information about the immediate and longer term needs of the customer
- Anticipates what the customer may want or expect in a product or service
- Works across organizational boundaries to meet customer needs \*\*

### Attention to Detail

- Focusing on the details of work content
- Shows care and thoroughness in adhering to process and procedures that assure quality
- Applies knowledge and skill in recognizing and evaluating details of work\*\*
- Applies skilled final touches on products

### Using Technology

- Working with electronic hardware and software applications
- Using basic features and functions of software and hardware

### Valuing Diversity

- Shows acceptance of individual differences
- Welcomes input and inclusion of others who may be different from oneself
- Shows understanding and empathy for the challenges of groups seeking inclusion or dealing with perceived discrimination

**\*\*Lead, Advanced or Senior Level Positions**





## Custodian

**Classified Range: 29**

Board Approved: 11/18/2021 Revised: TBD P. 4|4

### Education and Experience Guidelines

#### Education/Training:

- Formal or informal education or training that ensures the ability to read and write at a level necessary for successful job performance.

#### Experience:

- Six (6) months of custodial experience that includes minor building and equipment maintenance.

#### License or Certificate:

- Possession of a valid driver's license.

### PHYSICAL DEMANDS AND WORKING ENVIRONMENT

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed in both indoor and outdoor environments; travel from site to site; exposure to noise, dust, grease, smoke, fumes, noxious odors and gases; work and/or walk on various types of surfaces including slippery or uneven surfaces. Incumbents may be required to work evenings, nights, and weekends.

**Physical:** Primary functions require sufficient physical ability and mobility to perform moderately strenuous manual labor; to frequently stoop, bend, kneel, crouch, reach, and twist; to frequently lift, carry, push, and/or pull light to moderate amounts of weight up to 40 pounds; to occasionally lift, carry, push, and/or pull heavier weight with or without assistance; dexterity of hands and fingers to operate specialized hand and power tools and equipment; operate assigned equipment; and to verbally communicate to exchange information.

**Vision:** See in the normal visual range with or without correction; vision sufficient to read printed documents; and to operate assigned equipment.

**Hearing:** Hear in the normal audio range with or without correction.

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**And**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291**

**March 14, 2023**

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

It is Hereby Agreed:

There will be changes to the College Security Officer job description (attached herein); placement on the CSEA Salary Schedule remains unchanged at Range 33.

The College Security Officer will be added to the 2020-2023 CSEA Collective Bargaining Agreement Article 1: Recognition, section 1.1 and Appendix "A".

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

For the District

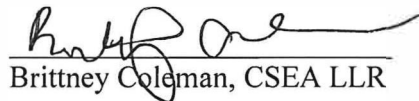


Kristina Hannon, SBCCD  
Vice-Chancellor, Human Resources  
& Police Services

For CSEA



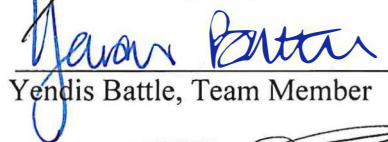
Cassandra Thomas, President CSEA #291



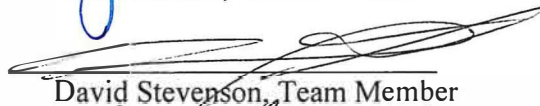
Brittney Coleman, CSEA LLR



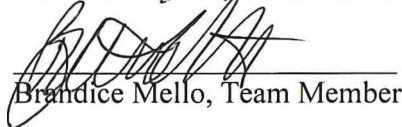
Ernest Guillen, Team Member



Yendis Battle, Team Member



David Stevenson, Team Member



Brandice Mello, Team Member



## College Security Officer

Classified Range: 33

Board Approved: 11/18/21 Revised: TBD P. 1|5

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.*

### **SUMMARY DESCRIPTION**

Performs a wide variety of District security services to ensure the safety of persons and property. Campus Security Officer is a non-sworn position and is not authorized to carry a firearm.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from appropriate supervisor; checks with supervisor regarding non-routine assignments.

### **REPRESENTATIVE DUTIES**

*The following duties are typical for this classification.*

1. Serves as visible security presence on District and Campus sites; observes and reports suspected violations of the rules and regulations governing students, faculty, staff, and the general public to dispatch or appropriate authority.
2. Patrols in and around campus and District properties, including parking lots before, during and after business and school hours on foot, bicycle, golf cart, or vehicle.
3. Enforces parking regulations on campus and issues parking citations as necessary; issues and inputs citations into hand held computer/tablet.
4. Contacts dispatch to create calls for service; responds as needed to campus safety, security, and other calls for service assigned by dispatch.
5. Carries and uses assigned equipment as necessary and appropriate, such as two-way radios, handcuffs, and pepper spray.
6. May assist sworn officers in detaining and arresting suspects utilizing department issued equipment such as handcuffs and pepper spray.
7. Notifies dispatch, sworn officers, or supervisor of suspected illegal activity on District properties reports hazardous and unusual conditions or malfunctions observed.
8. Inspects for, prevents, and reports vandalism, illegal entry, theft, and fire.
9. Identifies, observes, and reports to dispatch, sworn officers, or supervisor regarding persons on District properties when the reasons for their presence or intentions are questionable.
10. Conducts routine inquiries and completes documentation regarding minor campus incidents.
11. Prepares clear and concise reports using appropriate software such as the Records Information Management System (RIMS), routine correspondence; enters acquired property and evidence into appropriate logs; updates patrol logs as necessary.
12. Assists sworn officers in collecting and transporting money from parking meters, permit dispensers, and change machines throughout the campuses.
13. Receives and responds to requests for help and assistance for ill, injured, or disabled persons;





## College Security Officer

Classified Range: 33

Board Approved: 11/18/21 Revised: TBD P. 2|5

administers basic first aid and CPR according to established guidelines.

14. Respond to calls for services for opening and closing classrooms ~~open and closes classrooms~~ or to provide access to campus buildings or workspace; may provide crowd control and/or security services for special events; controls traffic and places traffic barricades as appropriate.
15. Answers questions and provides information to students, faculty, staff, and visitors.
16. Provides routine assistance to the college population in situations such as a flat tire, keys locked in a car, or dead car battery.
17. Performs other duties related to the primary job duties.

### **MINIMUM QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

#### **CORE COMPETENCIES:**

##### **Environmental Exposure Tolerance**

- Performing under physically demanding conditions
- Accepts and endures the necessity of working in unpleasant or physically demanding conditions
- Shows established adaptation and performance under unpleasant or physically demanding conditions

##### **Safety Focus**

- Showing vigilance and care in identifying and addressing health risks and safety hazards
- Maintains high level of conscientious safety practice

##### **General Physical Ability**

- Using strength, endurance, flexibility, balance and coordination
- Applying motor and perceptual abilities requiring no specific technique, training or conditioning

##### **Professional and Technical Expertise**

- Applying technical subject matter to the job \*\*
- Knows the rudimentary concepts of performing the essential technical operations

##### **Adaptability**

- Responding positively to change and modifying behavior as the situation requires\*\*
- Accept and adjust to changes and the unfamiliar

##### **Innovation**

- Imagining and devising new and better ways of doing things\*\*
- Fix what is broken; find solutions and fixes with resources at hand
- Finds new approaches to performing familiar tasks



## College Security Officer

Classified Range: 33

Board Approved: 11/18/21 Revised: TBD P. 3|5

- Create and invent new ideas; envision the unexpected, unexplored, untried\*\*

### Critical Thinking

- Analytically and logically evaluates information to resolve problems
- Follow guide, SOP or other step by step procedures for locating the source of a problem and fixing it
- May detect ambiguous, incomplete, or conflicting information or instructions\*\*

### Informing

- Proactively obtaining and sharing information

### Mechanical Insight

- Chooses the right tool for the job
- Applies principles of mechanical advantage to get the work done
- Follows step-by-step assembly procedures, troubleshooting guides, and simple diagrams

### Customer Focus

- Attending to the needs and expectations of customer
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- Works across organizational boundaries to meet customer needs \*\*

### Attention to Detail

- Focusing on the details of work content
- Shows care and thoroughness in adhering to process and procedures that assure quality
- Applies knowledge and skill in recognizing and evaluating details of work\*\*
- Applies skilled final touches on products

### Using Technology

- Working with electronic hardware and software applications
- Using basic features and functions of software and hardware

### Valuing Diversity

- Shows acceptance of individual differences
- Welcomes input and inclusion of others who may be different from oneself
- Shows understanding and empathy for the challenges of groups seeking inclusion or dealing with perceived discrimination

*\*\*Lead, Advanced or Senior Level Positions*





## College Security Officer

Classified Range: 33

Board Approved: 11/18/21 Revised: TBD P. 4|5

### Education and Experience Guidelines:

#### Education/Training:

- Equivalent to the completion of the high school.

#### Experience:

- None required

#### Desired Education/Experience

- Experience as a security guard or crowd control officer

#### License or Certificate:

- Proof of completion of Security Officers' Training as required by Ed Code 72330. within six (6) months of employment.
- Possession of a valid driver's license.
- Possession of or ability to obtain CPR and First Aid certificates.
- Possession of or ability to obtain appropriate certificates for use of handcuffs and chemical agents.

#### Other

- Candidates under consideration for employment will be subject to a thorough background investigation.

### PHYSICAL DEMANDS AND WORKING ENVIRONMENT

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Reactive emergency, natural or man-made disaster, and routine peace keeping environments with travel from site to site; regular exposure to outside weather conditions; occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, blood borne pathogens and bodily fluids, extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration; exposed to potentially hostile environments; extensive public contact; the noise level in the work environment is usually moderate; however, the noise level is occasionally very loud due to sirens; incumbents required to work various shifts, including evenings and weekends.

**Physical:** Primary functions require sufficient physical ability and mobility to work in a law enforcement setting and an office setting; restrain or subdue individuals; walk, stand, sit, or run for prolonged periods of time; occasionally stoop, bend, kneel, crouch, reach, and twist; occasionally climb and balance; regularly push, pull, lift, and/or carry light to moderate weight up to 25 pounds; frequently lift and/or move moderate to heavy weights up to 50 pounds; occasionally lift and/or move heavier weights with or without assistance; operate office equipment including use of computer keyboard; operate assigned patrol and security equipment including patrol car, patrol bicycle and two-way radio; ability to speak and hear to exchange information; ability to operate a vehicle to travel to various locations; and to verbally communicate to exchange information.



## College Security Officer

Classified Range: 33

Board Approved: 11/18/21 Revised: TBD P. 5|5

**Vision:** See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

**Hearing:** Hear in the normal audio range with or without correction.

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
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**And**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291**

**March 14, 2023**

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

**Bilingual and Bi-Literate Stipend Article 7.3.2.1 and Article 7.3.3.1**

The Parties mutually agree that effective May 1, 2023, all unit members listed shall be compensated at the rate of \$50.00 per month for their ***Bilingual*** services and will be added to the eligibility pool list.

- |                   |                   |                 |
|-------------------|-------------------|-----------------|
| • Frank Blanquet  | • Alvaro Sanchez  | • Luisa         |
| • Raquel Rivera   | • Jeanette Perez  | Martinez-Guzman |
| • Maria Chavez    | • Cynthia Bernal  |                 |
| • Oscar Rodriguez | • Jacqueline Soto |                 |

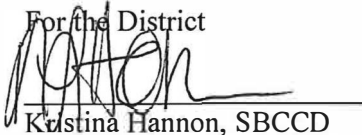
The Parties mutually agree that effective May 1, 2023, all unit members listed shall be compensated at the rate of \$50.00 per month for their ***Bi-Literate*** services and will be added to the eligibility pool list.

- |                      |                  |                   |
|----------------------|------------------|-------------------|
| • Yvonne Rose Powers | • Frank Blanquet |                   |
| • Alvaro Sanchez     | • Jeanette Perez |                   |
| • Maria Chavez       | • Raquel Rivera  | • Jacqueline Soto |

Attached is a list of the unit members that are approved to receive the Bilingual/Bi-literate stipend in accordance with Article 7.3.

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

For the District

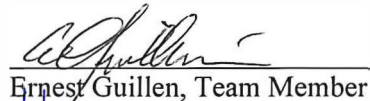


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 Vice-Chancellor, Human Resources &  
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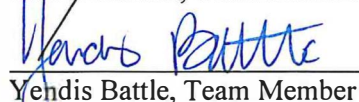
For CSEA



Cassandra Thomas, President CSEA #291



Ernest Guillen, Team Member



Yendis Battle, Team Member



David Stevenson, Team Member



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Brittney Coleman, CSEA LRR



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Brandice Mello, Team Member

#	Bilingual Stipend List				
	Name	Department	Site	Bilingual	Year
1	Bojorquez, Ana	DSP&S	SBVC	x	2010
2	Davila, Maria	Bookstore	CHC	x	2010
3	Ramirez, Fermin	Financial Aid	SBVC	x	2010
4	Rodriguez, Natividad	EOPS/CARE	CHC	x	2010
5	Romo, Maria Silvia	Admissions/Records	SBVC	x	2010
6	Lehman, Veronica	Financial Aid	CHC	x	2011
7	Frausto, Jeanette	Financial Aid	SBVC	x	2016
8	Garcia, Gabriela	Financial Aid	SBVC	x	2016
9	Louder, Zayne	Library	CHC	x	2016
10	Alvarez, Jose Luis	Grounds	SBVC	x	2017
11	Campos, Norma	Vocational Education	SBVC	x	2017
12	Vargas, Geno	Maintenance Operations	SBVC	x	2017
13	Fonseca, Katherine	EOPS/Student Services	SBVC	x	2018
14	Martinez, Anabel	CBO	SBVC	x	2018
15	Moncada, Rosita	Tess	DIST	x	2018
16	Moreno, Juana	CDC	SBVC	x	2018
17	Perez-Ponce, Blanca	CDC	SBVC	x	2018
18	Rojas, George	CDC	SBVC	x	2018
19	Serna, Marina	Student Services	SBVC	x	2018
20	Williams, Sophia	CDC	SBVC	x	2018
21	Portillo, Maritza	Student Activities	SBVC	x	2019
22	Rosales, Manuel	Technology Services	SBVC	x	2019
23	Treacy-Abarca, Blanca	CDC	SBVC	x	2018
24	Morales, Martha	CDC	SBVC	x	2020
25	Dominguez, Andres	Student Services	SBVC	x	2020
26	Alatorre, Yesica	KVCR	DIST	x	2020
27	Arteaga, Lorena	Food Services	SBVC	x	2020
28	Gomez, Tanya	Food Services	SBVC	x	2020
29	Diaz, Jacqueline	Applied Tech	SBVC	x	2020
30	Navarrete, Belinda	Admissions & Records	CHC	x	2020
31	Hayton, Claudia	Financial Aid	CHC	x	2020
32	Gil, Aida	STAR Program	SBVC	x	2021
33	Vasquez, Nancy	CDC	SBVC	x	2021
34	Aguilar, Lupita	Office of Instruction	SBVC	x	2021
35	Ramirez Jazmin, Lucia	CDC	SBVC	x	2021
36	Acosta, Priscilla	CDC	SBVC	x	2021
37	Abeyta, Rebecca	Counseling	CHC	x	2022
38	Lopez, Angelica	CDC	SBVC	x	2022
39	De Loera, Priscilla	Financial Aid	SBVC	x	2022
40	Bulgarelli, Nancy	Counseling	SBVC	x	2022
41	Garcia, Raquel	Social Science/CDC	SBVC	x	2010
42	Molina, Liliana	Business Office	SBVC	x	2016
43	Green, Nancy A	Payroll	DIST	x	2010
44	Rose Powers, Yvonne	KVCR	DIST	x	2014
45	Elizalde, Noemi	Fiscal Services	DIST	x	2010

46	Sanchez, Carmen	Print Shop	CHC	x	2020
47	Salas, Nancy	Social Science/CDC	SBVC	x	2010
48	Delgado, Rocio	Financial Aid	SBVC	x	2010
49	Lopez, Elizabeth	Instruction	CHC	x	2016
50	Parada, Osman	Computing Services	DIST	x	2010
51	Rojas, Cesar M	Maintenance Operations	SBVC	x	2010
52	Blanquet, Frank	KVCR	DIST	x	2023
53	Rivera, Raquel	Facilities	CHC	x	2023
54	Chavez, Maria	Humanities	SBVC	x	2023
55	Rodriguez, Oscar	Counseling	SBVC	x	2023
56	Martinez-Guzman, Luisa	Facilities	DIST	x	2023
57	Sanchez, Alvaro	Facilities	CHC	x	2023
58	Perez, Jeanette	Payroll	DIST	x	2023
59	Bernal, Cynthia	Student Services	SBVC	x	2023
60	Soto, Jacqueline	CDC	SBVC	x	2023

#	Bi-literate Stipend List				
	Name	Department	Site	Bi-Literate	Year
1	Bojorquez, Ana	DSP&S	SBVC	x	2016
2	Delgado, Rocio	Financial Aid	SBVC	x	2016
3	Elizalde, Noemi	Fiscal Services	DIST	x	2016
4	Frausto, Jeanette	Financial Aid	SBVC	x	2016
5	Green, Nancy A	Payroll	DIST	x	2016
6	Lehman, Veronica	Financial Aid	CHC	x	2016
7	Lopez, Elizabeth	Instruction	CHC	x	2016
8	Molina, Liliana	Business Office	SBVC	x	2016
9	Garcia, Gabriela	Financial Aid	SBVC	x	2016
10	Louder, Zayne	Library	CHC	x	2016
11	Ramirez, Fermin	Financial Aid	SBVC	x	2016
12	Rodriguez, Natividad	EOPS/CARE	CHC	x	2016
13	Salas, Nancy	Social Science/CDC	SBVC	x	2016
14	Campos, Norma	Student Services	SBVC	x	2017
15	Davila, Maria	Bookstore	CHC	x	2017
16	Parada, Osman	Computing Services	DIST	x	2017
17	Rojas, Cesar M	Maintenance Operations	SBVC	x	2017
18	Fonseca, Katherine	EOPS/Student Services	SBVC	x	2018
19	Martinez, Anabel	CBO	SBVC	x	2018
20	Moreno, Juana	CDC	SBVC	x	2018
21	Perez-Ponce, Blanca	CDC	SBVC	x	2018
22	Rojas, George	CDC	SBVC	x	2018
23	Romo, Maria Silvia	Admissions/Records	SBVC	x	2018
24	Serna, Marina	Student Services	SBVC	x	2018
25	Portillo, Maritza	Student Activities	SBVC	x	2019
26	Alvarez, Jose	Grounds	SBVC	x	2020
27	Dominguez, Andres	Culinary Arts	SBVC	x	2020
28	Alatorre, Yesica	KVCR	DIST	x	2020

29	Sanchez, Carmen	Print Shop	CHC	x	2020
30	Arteaga, Lorena	Food Services	SBVC	x	2020
31	Gomez, Tanya	Food Services	SBVC	x	2020
32	Diaz, Jacqueline	Applied Tech	SBVC	x	2020
33	Navarrete, Belinda	Admissions & Records	CHC	x	2020
34	Hayton, Claudia	Financial Aid	CHC	x	2020
35	Morales, Martha Celia	CDC	SBVC	x	2021
36	Vasquez, Nancy	CDC	SBVC	x	2021
37	Rosales, Manuel	Campus Technology Services	SBVC	x	2021
38	Acosta, Priscilla	CDC	SBVC	x	2022
39	De Loera, Priscilla	Financial Aid	SBVC	x	2022
40	Bulgarelli, Nancy	Counseling	SBVC	x	2022
41	Ramirez Jazmin, Lucia	CDC	SBVC	x	2022
42	Rose Powers, Yvonne	KVCR	DIST	x	2023
43	Blanquet, Frank	KVCR	DIST	x	2023
44	Sanchez, Alvaro	Facilities	CHC	x	2023
45	Perez, Jeanette	Payroll	DIST	x	2023
46	Chavez, Maria	Humanities	SBVC	x	2023
47	Rivera, Raquel	Facilities	CHC	x	2023
48	Soto, Jacqeline	CDC	SBVC	x	2023

#	ASL Stipend List				
	Name	Department	Site		Year
1	Sullivan, Laurie	DSP&S	SBVC	x	2016



**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**And**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291**

**March 14, 2023**

**Terms and Conditions:** This Memorandum of Understanding is entered into by and between the San Bernardino Community College District (hereinafter, "District") and the California School Employees Association, and its Chapter #291, (hereinafter "Association").

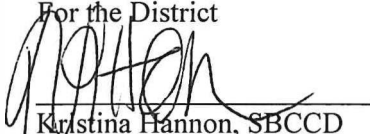
In accordance with Article 16: **PERSONNEL**, specifically subsection 16.3.2: reclassification request, the District notified the Association of its decision to initiate a reclassification for a unit member, Nicole Gutierrez. Accordingly, both Parties agree to, as part of the reclassification, the following effects:

Nicole Gutierrez, Administrative Assistant II, Range 37 Step D, 8 hours/260-day work year, will be reclassified to the classification of an Administrative Assistant III, Range 41 Step A, 8 hours/260-day work year, effective October 8, 2021. The salary range and step references in this MOU have been predetermined by the CSEA Collective Bargaining Agreement.

It is further understood that this agreement is unique and shall not set precedence for further requests or situations and shall in no way be constructed as a waiver, expressed or implied, of the Association's rights to negotiate on any and all matters within the scope of representation set forth in the Educational Employment Relations Act.

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

For the District



Kristina Hannon, SBCCD  
Vice-Chancellor, Human Resources  
and Police Services

For CSEA




Cassandra Thomas, President CSEA #291



Brittney Coleman, CSEA LRR



David Stevenson, Team Member

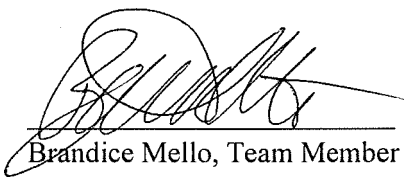


Ernest Guillen, Team Member



Yendis Battle, Team Member





Brandice Mello, Team Member

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Kristina Hannon, Vice Chancellor, Human Resources & Police Services

**DATE:** April 13, 2023

**SUBJECT:** Professional Expert, Short-Term, and Substitute Employees

### **RECOMMENDATION**

This item is for information only.

### **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.

California Education Code section 88003 outlines the criterion for hiring an employee on a temporary basis. The length of temporary employment is less than 75.00% of the college year, which amounts to 195 working days. Types of temporary employment include:

- › Professional Expert: Districts can go outside the classified service when the scope of work is discrete, temporary, and requires expertise not available within the classified service. Requesting departments certify these by defining the project and identifying an end date for the project. Continued employment is contingent on continued demand and/or funding.
- › Short-Term: Districts can use short-term employees on a temporary basis to perform a service upon completion of which, the service, or similar services, will not be extended or needed on a continuous basis.
- › Substitute: Districts can employ substitute employees to fill in for a classified employee that is temporarily absent from duty, or if the district is recruiting to hire a vacant position.

### **ANALYSIS**

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

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success

### **FINANCIAL IMPLICATIONS**

The cost of employment for these employees is included in the appropriate 2022-2023 budgets.





## Professional Expert, Short-Term & Substitute Employees

### Presented for Information on April 13, 2023

[v.3.28.2023.p.1|3]

#### Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
<b>Gonzalez, Sierra M</b> CHC Career Education & Human Development	Program Assistant	03/12/23	06/30/23	\$20.00
<b>Castoldi, Daniel A</b> CHC Kinesiology and Health	Program Assistant	01/01/23	05/24/23	\$25.00
<b>Banks, Muyles S</b> CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	03/13/23	06/30/23	\$20.00/ \$25.00/ \$30.00
<b>Kelly, Claire A</b> CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	03/01/23	06/30/23	\$20.00/ \$25.00/ \$30.00
<b>Quijada, Richard A</b> CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	03/01/23	06/30/23	\$20.00/ \$25.00/ \$30.00
<b>Maldonado, Lyall L</b> CHC Tutoring Center	Tutor I	02/21/23	06/30/23	\$16.00
<b>Garcera, Maryzyl S</b> DIST Economic Development & Corporate Training	Workforce Development Trainer	01/26/23	06/30/23	\$60.00
<b>Trejo, Adriana</b> DIST KVCR	Program Assistant	03/10/23	06/30/23	\$20.00
<b>Bower, Gloria M</b> SBVC Academic Success & Learning Services	Tutor II	02/15/23	06/30/23	\$17.00
<b>Matewosian, Amanda A</b> SBVC Academic Success & Learning Services	Tutor II	03/13/23	06/30/23	\$17.00
<b>Pelayo, Edgar</b> SBVC Applied Technology, Transportation & Culinary Arts	Program Assistant	03/13/23	06/30/23	\$20.00
<b>Le, Andrew Q</b> SBVC Computer Science	Program Assistant	03/13/23	06/30/23	\$25.00
<b>Robinson, Kimberly M</b> SBVC First Year Experience	Program Assistant	03/15/23	06/30/23	\$25.00
<b>Mulhall, Eve S</b> SBVC Marketing & Public Relations	Content Specialist	02/16/23	06/30/23	\$28.00
<b>Sifuentes, Jeffrey</b> SBVC Marketing & Public Relations	Content Specialist	03/13/23	06/30/23	\$25.00
<b>Farkas, Naomi</b> SBVC Office of Student Life	Program Assistant	02/27/23	06/30/23	\$20.00



# Professional Expert, Short-Term & Substitute Employees

Presented for Information on April 13, 2023

[v.3.28.2023.p.2|3]

## Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
<b>Gonzalez, Gladys</b> SBVC Office of Student Life	Program Assistant	02/27/23	06/30/23	\$20.00
<b>Gastelum Maldonado, Sergio A</b> SBVC STEM-MESA	Tutor I	03/13/23	06/30/23	\$16.00
<b>Morado, Darel</b> SBVC STEM-MESA	Tutor I	03/13/23	06/30/23	\$16.00
<b>Fuentes-Cabrera, Graciela</b> SBVC Student Accessibility Services	Interpreting/Transliterating Level II	03/10/23	06/30/23	\$32.00
<b>Rojas, Martha C</b> SBVC Student Health Services	Post Masters Counseling Associate II	03/10/23	06/30/23	\$30.00

## Short-Term

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
<b>Scarry, Cole M</b> CHC Aquatics	Lifeguard	02/21/23	06/30/23	\$16.50
<b>Pazianas, Ioannis</b> CHC Art	Life Drawing Model	03/02/23	05/23/23	\$25.00

## Substitute

Employee Name Location Assignment & Department Justification	Duties	From	To	Hourly Rate
<b>Pinedo, Vanessa</b> CHC Custodial <i>New: Vacancy</i>	Custodian	02/01/23	04/01/23	\$20.44
<b>Bender, Mary</b> CHC Student Life <i>New: LOA</i>	Administrative Assistant II	03/14/23	05/13/23	\$31.79
<b>Zavala, Juan</b> DIST EDCT <i>Ext: Vacancy</i>	Grant Technician	03/04/23	05/03/23	\$24.29
<b>Bueno, Denise</b> DIST Facilities <i>New: Vacancy</i>	Administrative Clerk	03/07/23	05/06/23	\$21.50



## Professional Expert, Short-Term & Substitute Employees

Presented for Information on April 13, 2023

[v.3.28.2023.p.3|3]

### Substitute

Employee Name Location Assignment & Department Justification	Duties	From	To	Hourly Rate
<b>Leon, Noelle</b> DIST KVCR <i>New: Vacancy</i>	Administrative Assistant III	02/06/23	04/05/23	\$28.88
<b>Garrett, Lydia</b> DIST TESS <i>Ext: Vacancy</i>	Telecommunications Specialist	03/07/23	05/06/23	\$37.88
<b>Rodriguez, Vanessa</b> SBVC Child Development Center <i>EXT: Sick/Vacation Coverage</i>	Child Development Assistant	03/06/23	05/04/23	\$17.63
<b>Vargas, Stephanie</b> SBVC Child Development Center <i>EXT: Sick/Vacation Coverage</i>	Child Development Assistant	03/06/23	05/04/23	\$17.63
<b>Sandoval-Ochoa, Maria</b> SBVC Child Development Center <i>EXT: Sick/Vacation Coverage</i>	Child Development Assistant & Child Development Teacher	03/06/23	05/04/23	\$0.00
<b>Jaime, Carolina</b> SBVC Child Development Center <i>EXT: Sick/Vacation Coverage</i>	Teachers Assistant	02/28/23	04/29/23	\$17.63
<b>Brewer III, Leon</b> SBVC Custodial <i>New: Sick/Vacation Coverage</i>	Custodian	03/15/23	05/15/23	\$20.44
<b>Elizalde, Maria</b> SBVC Custodial <i>New: Sick/Vacation Coverage</i>	Custodian	03/15/23	05/15/23	\$20.44
<b>Huynh, Jeffrey H.</b> SBVC Technology Services <i>Ext: Other</i>	Technology Support Specialist	03/01/23	04/30/23	\$36.07

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees  
**FROM:** Diana Z. Rodriguez, Chancellor  
**REVIEWED BY:** Jose F. Torres, Executive Vice Chancellor  
**PREPARED BY:** Steven J. Sutorus, Business Manager  
**DATE:** April 13, 2023  
**SUBJECT:** Purchase Order Report

**RECOMMENDATION**

This item is for information only. No action is necessary.

**OVERVIEW**

In accordance with SBCCD Board Policy 6100, Delegation of Authority, The Board of Trustees delegates authority to the Chancellor to supervise the general business procedures of the District to assure the proper administration of property and contracts.

Education Code 81656 provides that all transactions entered into by an authorized officer shall be reviewed by the Board every 60 days.

**ANALYSIS**

Purchase orders issued between the dates of 2/13/2023 – 3/19/2023 are attached, except those approved through other agenda items. All purchase orders have been issued in accordance with the District's policies and procedures by an authorized officer of the District.

**SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

**FINANCIAL IMPLICATIONS**

The attached purchase orders are included in the appropriate budgets.



Purchase Order Report  
April 13, 2023

PO#	Supplier Name	Amount
2304146	SAN BERNARDINO CCD	478.50
2304147	CDW LLC	295.34
2304148	TEQUIPMENT	888.48
2304149	GENUINE AUTO PARTS	418.03
2304156	INTERNATIONAL ASSOCIATION CHIEFS OF POLICE	190.00
2304157	STAPLES BUSINESS ADVANTAGE	393.31
2304160	SAN BERNARDINO CCD	146.57
2304161	SAN BERNARDINO CCD	92.43
2304162	SAN BERNARDINO CCD	98.89
2304163	SAN BERNARDINO CCD	925.88
2304166	PASCO SCIENTIFIC	303.86
2304177	BEARCOM	44,692.09
2304182	CRAFTON HILLS COLLEGE FOUNDATION	111.01
2304187	GARCIA, GABRIELA	300.00
2304188	VILLEGAS, J MANUEL	750.00
2304191	FOLLETT CORPORATION	50,000.00
2304194	STAPLES BUSINESS ADVANTAGE	1,213.25
2304197	STAPLES BUSINESS ADVANTAGE	298.38
2304198	STAPLES BUSINESS ADVANTAGE	60.29
2304203	INTERNATIONAL PUBLISHING MANAGEMENT ASSOCIATION	350.00
2304206	CALIFORNIA COMMUNITY COLLEGE ASSOCIATION FOR OCCUPATIONAL ED	695.00
2304214	DELL INC	2,198.89
2304215	LEHMAN, VERONICA	300.00
2304217	MEDLINE INDUSTRIES INC	802.05
2304218	ASCEND LEARNING HOLDINGS LLC DBA MEDHUB LLC	4,455.00
2304222	SAN BERNARDINO CCD	2,560.00
2304223	SAN BERNARDINO CCD	3,600.00
2304224	STAPLES BUSINESS ADVANTAGE	653.29
2304227	STAPLES BUSINESS ADVANTAGE	28.55
2304228	STAPLES BUSINESS ADVANTAGE	65.04
2304229	STAPLES BUSINESS ADVANTAGE	223.64
2304234	STAPLES BUSINESS ADVANTAGE	677.94
2304238	NILES BIOLOGICAL INC	122.90
2304240	EVIDENT SCIENTIFIC INC	17,067.61
2304241	GRAINGER INC	466.00
2304242	HEMOSTAT LABORATORIES INC	153.01
2304243	SAN BERNARDINO CCD	1,649.90
2304248	UNIVERSAL MEDICAL INC	762.26
2304249	CALIFORNIA COMMUNITY COLLEGE ASSOCIATION FOR OCCUPATIONAL ED	695.00
2304250	FOLLETT CORPORATION	30,000.00
2304251	CALIFORNIA COMMUNITY COLLEGE ASSOCIATION FOR OCCUPATIONAL ED	695.00
2304252	SAN BERNARDINO CCD	1,515.81
2304255	CALIFORNIA COMMUNITY COLLEGE EOPS ASSOCIATION	100.00
2304258	B&H PHOTO VIDEO	193.78
2304259	SAN BERNARDINO CCD	197.59

Purchase Order Report  
April 13, 2023

PO#	Supplier Name	Amount
2304265	SAN BERNARDINO CCD	1,755.44
2304266	SAN BERNARDINO CCD	227.50
2304267	SAN BERNARDINO CCD	1,159.70
2304268	LINCOLN ELECTRIC COMPANY, THE	17,711.00
2304269	RELIABLE SOURCE INC	17,711.00
2304270	CALIFORNIA TOOL & WELDING SUPPLY LLC	15,000.00
2304272	MCMMASTER-CARR SUPPLY CO	10,809.62
2304275	ULINE INC	1,343.83
2304278	HENRY SCHEIN INC	4,348.10
2304279	J.W. PEPPER & SON INC	596.00
2304282	SAN BERNARDINO CCD	900.00
2304284	NATIONAL ASSOCIATION OF STUDENT FINANCIAL AID ADMINISTRATORS	1,004.00
2304286	RIVERSIDE, COUNTY OF	45.00
2304288	POCKET NURSE ENTERPRISES INC	2,450.53
2304291	CDW LLC	3,474.43
2304292	MARIPOSA LANDSCAPES INC	1,598.64
2304294	STAPLES BUSINESS ADVANTAGE	132.97
2304295	STAPLES BUSINESS ADVANTAGE	69.49
2304296	STAPLES BUSINESS ADVANTAGE	1,401.04
2304299	GENUINE AUTO PARTS	385.73
2304309	SAN BERNARDINO CCD	257.79
2304313	POCKET NURSE ENTERPRISES INC	1,301.02
2304314	FOLLETT CORPORATION	500.00
2304318	MAGNIFICATION COMPANY LLC, THE	7,037.98
2304320	DELL MARKETING LP	73,113.16
2304322	CLIPPERCREEK INC	1,185.25
2304326	ARBOR SCIENTIFIC	406.13
2304328	SAN BERNARDINO CCD	1,426.80
2304331	CALIFORNIA COMMUNITY COLLEGE ASSOCIATION FOR OCCUPATIONAL ED	695.00
2304333	SAN BERNARDINO CCD	1,397.44
2304336	DAILY JOURNAL CORPORATION	4,000.00
2304346	B&H PHOTO VIDEO	178.07
2304349	STAPLES BUSINESS ADVANTAGE	103.43
2304350	STAPLES BUSINESS ADVANTAGE	1,144.27
2304352	NEWARK CORPORATION	163.03
2304353	STRINGKING INC	144.02
2304354	SAN BERNARDINO CCD	499.99
2304355	SAN BERNARDINO CCD	313.05
2304356	SAN BERNARDINO CCD	170.82
2304357	KLINGER EDUCATIONAL PRODUCTS CORP	5,322.85
2304358	VWR INTERNATIONAL LLC	2,501.56
2304360	SAN BERNARDINO CCD	2,700.00
2304361	VWR INTERNATIONAL LLC	1,735.72
2304362	HEMOSTAT LABORATORIES INC	153.01
2304364	WINTERS-DIXON, ALEXIS	474.00



Purchase Order Report  
April 13, 2023

PO#	Supplier Name	Amount
2304365	WHITE, ISAIAH	474.00
2304366	WEBER, CASSANDRA	474.00
2304367	TAYLOR, ELIJAH	474.00
2304368	TAYLOR, MIKAH	474.00
2304369	SLAUGHTER, ELIJAH	474.00
2304370	OTIENO, YVONNE	474.00
2304371	ODIMEGWU, EMAYA	474.00
2304372	MARTINEZ, CAROLINE	474.00
2304373	JONES, VONETTA	474.00
2304374	HAMPTON, KYNNEDE	474.00
2304375	GILES, MIA	474.00
2304376	BROWN, TERRANCE	474.00
2304377	AUBERRY, DARIUS	474.00
2304378	ANTHONY, LATOYA	474.00
2304379	CAROLINA BIOLOGICAL SUPPLY CO	1,658.56
2304381	CAROLINA BIOLOGICAL SUPPLY CO	3,543.32
2304384	SAN BERNARDINO CCD	91.59
2304386	STAPLES BUSINESS ADVANTAGE	102.19
2304392	FOLLETT CORPORATION	137.92
2304393	ORNELAS, NOHEMY	360.92
2304396	STAPLES BUSINESS ADVANTAGE	21.56
2304397	STAPLES BUSINESS ADVANTAGE	60.05
2304398	STAPLES BUSINESS ADVANTAGE	82.89
2304399	STAPLES BUSINESS ADVANTAGE	188.90
2304403	INLAND EMPIRE 66ER BASEBALL CLUB OF SAN BERNARDINO	409.45
2304404	VWR INTERNATIONAL LLC	246.28
2304406	KAPLAN SCHOOL SUPPLY CORP	25,000.00
2304407	BEARCOM	2,886.63
2304408	ULINE INC	122.91
2304411	SAN BERNARDINO CCD	53.50
2304412	SAN BERNARDINO CCD	7,434.75
2304415	SAN BERNARDINO CCD	1,738.61
2304416	TUCKER, DYLAN	351.00
2304417	STAFFORD, BYRON	351.00
2304418	RUIZ-MARTINEZ, NELVA	351.00
2304419	RUIZ-MARTINEZ, DYAMI	351.00
2304424	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	1,275.00
2304425	PASCO SCIENTIFIC	442.85
2304426	VWR INTERNATIONAL LLC	5,616.82
2304428	GUITAR CENTER STORES INC	65,275.36
2304430	CINTAS CORPORATION NO. 2	1,585.58
2304432	ARBOR SCIENTIFIC	1,739.43
2304433	STAPLES BUSINESS ADVANTAGE	530.78
2304442	DELL INC	46,601.42
2304447	HAAS FACTORY OUTLET ANAHEIM	1,625.09

Purchase Order Report  
April 13, 2023

PO#	Supplier Name	Amount
2304449	SAN BERNARDINO CCD	228.78
2304450	EXCELENCIA IN EDUCATION	3,000.00
2304451	SAN BERNARDINO CCD	274.76
2304454	SAN BERNARDINO CCD	217.84
2304457	STAPLES BUSINESS ADVANTAGE	229.46
2304460	STAPLES BUSINESS ADVANTAGE	808.25
2304464	STAPLES BUSINESS ADVANTAGE	836.27
2304465	STAPLES BUSINESS ADVANTAGE	97.42
2304466	STAPLES BUSINESS ADVANTAGE	497.99
2304467	STAPLES BUSINESS ADVANTAGE	158.37
2304469	FISHER SCIENCE EDUCATION	84.94
2304470	ULINE INC	338.34
2304472	HARDY DIAGNOSTICS	577.08
2304480	BP MEDICAL SUPPLIES	293.09
2304488	CPR SAVERS & FIRST AID SUPPLY	576.25
2304489	HOPPERS OFFICE AND DRAFTING FURNITURE	4,185.01
2304491	CALIFORNIA COMMUNITY COLLEGE ASSOCIATION FOR OCCUPATIONAL ED	695.00
2304496	US POSTAL SERVICE	2,000.00
2304499	BEST GOLF CARTS INC	1,386.34
2304501	SAN BERNARDINO CCD	1,130.00
2304502	CALIFORNIA COMMUNITY COLLEGES CALWORKS ASSOCIATIONS	5,500.00
2304504	STAPLES BUSINESS ADVANTAGE	1,097.99
2304505	STAPLES BUSINESS ADVANTAGE	246.90
2304513	MFI MEDICAL EQUIPMENT INC	484.88
2304517	G/M BUSINESS INTERIORS	865.52
2304519	SAN BERNARDINO CCD	118.53
2304520	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	100.00
2304521	LEADERSHIP EDUCATION FOR ASIAN PACIFICS	2,025.00
2304523	LIEBERT CASSIDY WHITMORE	475.00
2304534	STAPLES BUSINESS ADVANTAGE	105.41
2304535	STAPLES BUSINESS ADVANTAGE	89.83
2304536	STAPLES BUSINESS ADVANTAGE	61.84
2304537	STAPLES BUSINESS ADVANTAGE	72.60
2304538	STAPLES BUSINESS ADVANTAGE	965.81
2304539	STAPLES BUSINESS ADVANTAGE	122.79
2304540	STAPLES BUSINESS ADVANTAGE	1,514.71
2304541	STAPLES BUSINESS ADVANTAGE	265.27
2304542	STAPLES BUSINESS ADVANTAGE	680.81
2304543	STAPLES BUSINESS ADVANTAGE	21.74
2304546	PULIDO, MARINA SERNA	500.00
2304547	CALIFORNIA STATE UNIVERSITY - SACRAMENTO	50.00
2304548	LAKESHORE LEARNING MATERIALS	378.06
2304551	DUCK & OWL LLC	118.54
2304555	ULINE INC	1,004.97
2304558	U SAV-MOR STORES INC	5,302.49

Purchase Order Report  
April 13, 2023

PO#	Supplier Name	Amount
2304560	U SAV-MOR STORES INC	2,376.48
2304564	CALIFORNIA STATE UNIVERSITY - SACRAMENTO	150.00
2304565	SANS INSTITUTE	3,529.89
2304570	B&H PHOTO VIDEO	396.89
2304571	CANNON, JUDY	230.50
2304573	PAPA, ANTHONY	750.00
2304577	SAN BERNARDINO CCD	384.43
2304580	TRI-ANIM HEALTH SERVICES	359.81
2304581	LAERDAL MEDICAL CORPORATION	5,740.30
2304582	STAPLES BUSINESS ADVANTAGE	4,730.35
2304587	CALIFORNIA COMMUNITY COLLEGE STUDENT FINANCIAL AID ADMIN ASSOC	450.00
2304592	CALIFORNIA ASSOCIATION OF STUDENT FINANCIAL AID ASSOCIATION	75.00
2304594	STAPLES BUSINESS ADVANTAGE	183.99
2304595	STAPLES BUSINESS ADVANTAGE	573.06
2304598	VWR INTERNATIONAL LLC	1,446.30
2304599	POCKET NURSE ENTERPRISES INC	445.90
2304605	US MED-EQUIP LLC	1,779.31
2304606	PACIFIC BIOMEDICAL INC	2,257.00
2304607	AMERICAN MEDICAL SALES & RENTALS LLC (AMSR)	2,640.95
2304608	CASTRO, ANTHONY	155.00
2304609	STAPLES BUSINESS ADVANTAGE	24.32
2304610	SAN BERNARDINO CCD	289.71
2304612	SAN BERNARDINO CCD	426.73
2304613	FILMTOOLS INC	518.23
2304615	LARA, NAOMI	173.89
2304616	HARDY DIAGNOSTICS	2,077.09
2304617	ULINE INC	122.12
2304623	CHILD AND FAMILY POLICY INSTITUTE	475.00
2304626	SAN BERNARDINO CCD	478.50
2304631	DUCK & OWL LLC	484.88
2304632	RUIZ-MARTINEZ, DYAMI	1,000.00
2304633	RUIZ-MARTINEZ, NELVA	1,000.00
2304634	ANATOMY WAREHOUSE	1,816.32
2304636	CHILD AND FAMILY POLICY INSTITUTE	475.00
2304638	STAPLES BUSINESS ADVANTAGE	221.43
2304639	DICK BLICK HOLDINGS INC	246.53
2304643	PACIFIC ARTGLASS CORP	650.00
2304644	SAN BERNARDINO CCD	2,560.00
2304645	JOHN F KENNEDY CENTER FOR THE PERFORMING ARTS	350.00
2304647	STAPLES BUSINESS ADVANTAGE	207.19
2304648	SAN BERNARDINO CCD	1,623.11
2304654	SIERRA, JAMIE	500.77
2304656	WAXIE SANITARY SUPPLY	424.10
2304657	SAN BERNARDINO CCD	493.26
2304662	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	1,599.20

Purchase Order Report  
April 13, 2023

PO#	Supplier Name	Amount
2304663	SAN BERNARDINO CCD	3,600.00
2304664	SENTEC INC	2,344.64
2304665	US MED-EQUIP LLC	3,260.87
2304666	TORRES, JOSE	786.25
2304668	STAPLES BUSINESS ADVANTAGE	313.10
2304678	CALIFORNIA COMMUNITY COLLEGE ASSOCIATION FOR OCCUPATIONAL ED	695.00
2304680	FLINN SCIENTIFIC INC	824.68
2304683	STAPLES BUSINESS ADVANTAGE	418.81
2304690	C&F SHAVED ENTERPRISES DBA TIKIZ SHAVED ICE & ICE CREAM	3,050.00
2304691	C&F SHAVED ENTERPRISES DBA TIKIZ SHAVED ICE & ICE CREAM	1,525.00
2304692	SAN BERNARDINO CCD	900.00
2304695	STAPLES BUSINESS ADVANTAGE	106.63
2304696	STAPLES BUSINESS ADVANTAGE	595.70
2304697	C&F SHAVED ENTERPRISES DBA TIKIZ SHAVED ICE & ICE CREAM	1,525.00
2304698	SNAP-ON INDUSTRIAL	1,649.30
2304699	PANERA LLC	383.98
2304701	PANERA LLC	383.98
2304702	BLACK VELVET AUTO FABRICS INC	13,044.22
2304704	DICK BLICK HOLDINGS INC	214.03
2304707	STUDENT SENATE FOR CALIFORNIA COMMUNITY COLLEGES	1,275.00
2304711	B&H PHOTO VIDEO	256.43
2304712	SAN BERNARDINO CCD	65.25
2304713	DERAS, WENDY	2,451.95
2304714	FISHER SCIENTIFIC COMPANY LLC	379.00
2304715	PARR LUMBER CO	5,150.40
2304716	ALLSTAR FIRE EQUIPMENT	12,257.10
2304717	ULINE INC	1,323.61
2304718	DUCK & OWL LLC	744.82
2304721	CDW LLC	1,370.94
2304722	PERFORMANCE HEALTH SUPPLY INC	1,420.96
2304725	LAERDAL MEDICAL CORPORATION	96,613.35
2304726	AMERICA'S XPRESS RENT A CAR	162.59
2304727	AMERICA'S XPRESS RENT A CAR	162.59
2304728	AMERICA'S XPRESS RENT A CAR	162.59
2304729	STAPLES BUSINESS ADVANTAGE	70.93

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees  
**FROM:** Diana Z. Rodriguez, Chancellor  
**REVIEWED BY:** Diana Z. Rodriguez, Chancellor  
**PREPARED BY:** Kristina Hannon, Vice Chancellor, Human Resources & Police Services  
**DATE:** April 13, 2023  
**SUBJECT:** Resignations

**RECOMMENDATION**

This item is for information only. No action necessary.

**OVERVIEW**

In accordance with Board Policies 2430 and 7350 the Chancellor or designee is authorized by the Board of Trustees to accept the resignation of any employee.

**ANALYSIS**

The employees on the attached list have submitted in writing their intention to resign.

**SBCCD GOALS**

2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

**FINANCIAL IMPLICATIONS**

There are no financial implications associated with this board item.





## Resignations

Presented for Information April 13, 2023

[v.3.28.2023.p.2|2]

Employee Name	Location Assignment & Department	Years of Service	Last Date of Employment
<b>Hallex, Alicia</b> Learning Disabilities Specialist	SBVC Student Accessibility Services (SAS)	18	03/17/23
<b>Cole, Stephen</b> Planetarium Production & Presentation Coordinator	SBVC Astronomy & Physics	3	05/31/23

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Diana Z. Rodriguez, Chancellor

**REVIEWED BY:** Diana Z. Rodriguez, Chancellor

**PREPARED BY:** Dr. Kevin Horan, President, CHC  
Dr. Linda Fontanilla, Interim President, SBVC  
Kristina Hannon, Vice Chancellor, Human Resources & Police Services

**DATE:** April 13, 2023

**SUBJECT:** Volunteers

**RECOMMENDATION**

This item is for information only. No action necessary.

**OVERVIEW**

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

**ANALYSIS**

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

**SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success

**FINANCIAL IMPLICATIONS**

There are no financial implications associated with this board item.





## Volunteers

Presented for Information April 13, 2023

[v.3.28.2023.p.2][3]

	Location Assignment	Department	From	To
Nesamony, Dafry	CHC	Counseling	4/14/2023	06/30/23
Algharbi, Venicia	SBVC	First Year Experience	4/14/2023	05/23/23
Avila, Sofia	SBVC	First Year Experience	4/14/2023	05/23/23
Aviles, Luis	SBVC	First Year Experience	4/14/2023	05/23/23
Castellanos, Angel	SBVC	First Year Experience	4/14/2023	05/23/23
Constanza, Carlos	SBVC	First Year Experience	4/14/2023	05/23/23
Cortez Salazar, Crystal	SBVC	First Year Experience	4/14/2023	05/23/23
Cruz-Anastacio, Aileen	SBVC	First Year Experience	4/14/2023	05/23/23
Esparza, Mariela Paulina	SBVC	First Year Experience	4/14/2023	05/23/23
Garcia, Evelyn	SBVC	First Year Experience	4/14/2023	05/23/23
Gregory, Amber	SBVC	First Year Experience	4/14/2023	05/23/23
Henthorn, Haley	SBVC	First Year Experience	4/14/2023	05/23/23
Hercules, Cynthia	SBVC	First Year Experience	4/14/2023	05/23/23
Herrera, Marissa	SBVC	First Year Experience	4/14/2023	05/23/23
Huerta Romero, Jasmin	SBVC	First Year Experience	4/14/2023	05/23/23
Juarez, Natalie	SBVC	First Year Experience	4/14/2023	05/23/23
Ladd, Gisele	SBVC	First Year Experience	4/14/2023	05/23/23
Lizarraga, Julianna	SBVC	First Year Experience	4/14/2023	05/23/23
Mascorro, Gizelle	SBVC	First Year Experience	4/14/2023	05/23/23
Mata, Isaac	SBVC	First Year Experience	4/14/2023	05/23/23
Mercado, Jadyann Molly	SBVC	First Year Experience	4/14/2023	05/23/23
Morales, Itaty	SBVC	First Year Experience	4/14/2023	05/23/23
Nava, Isabella	SBVC	First Year Experience	4/14/2023	05/23/23
Norzagaray, Leonardo	SBVC	First Year Experience	4/14/2023	05/23/23
Orozco, Laisha	SBVC	First Year Experience	4/14/2023	05/23/23
Parra Felix, Alexa	SBVC	First Year Experience	4/14/2023	05/23/23
Perez, Mariah	SBVC	First Year Experience	4/14/2023	05/23/23
Quintero, Carlos	SBVC	First Year Experience	4/14/2023	05/23/23
Ramos, Alessia	SBVC	First Year Experience	4/14/2023	05/23/23

*\*Ratification: Volunteer was recently made available and, in order to fulfill the needs of the department, the department is requesting to being work at the beginning of the semester.*





## Volunteers

Presented for Information April 13, 2023

[v.3.28.2023.p.3|3]

	Location Assignment	Department	From	To
<b>Reyes, Erika</b>	SBVC	First Year Experience	4/14/2023	05/23/23
<b>Reynaga, Anthony</b>	SBVC	First Year Experience	4/14/2023	05/23/23
<b>Rios, Ivan</b>	SBVC	First Year Experience	4/14/2023	05/23/23
<b>Robles, Abraham</b>	SBVC	First Year Experience	4/14/2023	05/23/23
<b>Salazar, Sebastian</b>	SBVC	First Year Experience	4/14/2023	05/23/23
<b>Sanchez, Ivan</b>	SBVC	First Year Experience	4/14/2023	05/23/23
<b>Somoza, Josalita</b>	SBVC	First Year Experience	4/14/2023	05/23/23
<b>Suchilt, Jenifer</b>	SBVC	First Year Experience	4/14/2023	05/23/23
<b>Vansant, Robert</b>	SBVC	Athletics/Volleyball	4/14/2023	06/30/23
<b>Zacarias, Andrew</b>	SBVC	First Year Experience	4/14/2023	05/23/23

*\*Ratification: Volunteer was recently made available and, in order to fulfill the needs of the department, the department is requesting to being work at the beginning of the semester.*

# BOARD OF TRUSTEES REPORT

LET'S GO! ¡ADELANTE!

April 2023

## Crafton Hills College Fire Academy 108 Student Matthew Alanis Awarded the Michael Orland Endowed Scholarship

*"Oftentimes we envy people for their accomplishments, but oftentimes it's their hardships that create their character."*



Photo: Matthew Alanis receives scholarship from Margie Orland.

Crafton Hills College (CHC) Fire Academy 108 student Matthew Alanis was awarded the Michael Orland Endowed Scholarship, established by Michael Orland, a graduate of CHC Fire Academy #34 and retired paramedic captain for the San Manuel Fire Department.

Orland, who was diagnosed with stage IV kidney cancer in 2017 and passed away in September of 2021, began awarding scholarships in 2020 to a deserving cadet of each Crafton Hills Fire Academy. The

recipient is someone who has overcome significant challenges and displays the necessary courage, perseverance, and tenacity it takes to be a firefighter.

Orland's mother, Margie Orland, has been presenting the scholarship in his honor since his passing. Margie applauded all twelve applicants for submitting such impressive applications and shared that she ultimately chose Matthew Alanis because of his extensive volunteer hours, academic achievements, and a passage in his essay that

stood out. Alanis had written, "Oftentimes we envy people for their accomplishments, but oftentimes it's their hardships that create their character." Margie believes that Michael became the person he was because of his hardships.

Alanis has applied to the US Forest Service and hopes to work the upcoming fire season upon completion of the Academy. Next fall, Alanis hopes to obtain a position as an EMT to earn the hours he needs to enter the Crafton Hills College Paramedic Program.

Cadet Alanis was grateful to be the recipient and shared how much he admires Michael Orland: "This is the person who I want to become and strive to gain his character throughout my growth in the fire service." Through the Michael Orland Endowed Scholarship and the accomplishments of the recipients, Captain Orland's legacy will live on in perpetuity.

To learn more about the scholarships offered or to support the Michael Orland Endowment Scholarship Fund at CHC, visit: [www.craftonhills.edu/scholarships](http://www.craftonhills.edu/scholarships).



## CHC Mathematics Professor Joshua Robles Recognized for Teaching Innovation



Photo: . CHC Math Professor Josh Robles.

For many, math can be a scary subject. But a familiar face at Crafton Hills College is here to help, and his hard work just landed him a spot in a 2023 campaign spotlighting Hispanics in mathematics.

Joshua Robles, a Roadrunner math professor, was selected to be part of this year's Lathisms Hispanic Heritage Month Calendar, a month-long campaign dedicated to providing a platform for Latinx and Hispanic math faculty and students to promote their love and contributions to the subject.

Founded in 2016, Lathisms' goal is to "provide an accessible platform that features the multifaceted and diverse nature of the Latinx and Hispanic mathematics community and inspires the younger generation of Latinx mathematics." During the campaign, a person selected from a pool of nominees is featured on the group's website, complete with a photo, biography and printable poster to promote the group or their fellow nominees' work.

Robles was selected to become part of this year's online calendar after being nominated by Brandi Bailes, Crafton's interim dean of social, information and natural sciences and associate mathematics professor, who

noticed her co-worker's enthusiasm for the nonprofit and promoting the fun of math within a classroom setting and beyond.

"Josh is an amazingly gifted, kind and caring member of our math department," she said. "He actively works to ensure that the immense diversity we have in our mathematics community is highlighted throughout campus."

Part of that effort is done through social media, emails, websites, podcasts and Lathisms material, including a similar calendar/poster campaign that will feature Robles in the coming months, she added.

Robles, a 32-year-old Claremont resident, first heard about Lathisms indirectly through one of his professors at Cal Poly Pomona, Robin Wilson. Wilson, Robles explained, was nominated to be featured on the Mathematically Gifted & Black website, which celebrates the accomplishments of scholars in mathematical sciences within the Black community. Robles said he "cross-linked resources" to find Lathisms and became active promoting the group's work.

At Crafton, Robles is heavily involved in uplifting and promoting Hispanic heritage through the planning of on-campus events

and other means. Mix in a love for math that he discovered while at Cal Poly and you have the perfect Lathisms' nominee.

"I really enjoy the problem-solving aspect of math, and all the stuff I picked up [while at Cal Poly] about what we call 'modeling classes.' So, you have this idea of a real-life problem that you have to simplify with real-life models," he said. "Studying math is not doing algebra all day. My goal is for my students ...to find something [in the subject] they're interested in."

Robles added that even if STEM is not one's career or major of choice, math will always have a "cultural influence" in anything someone does. But what he has been focused on since joining Crafton in 2019 is "exposure," and he hopes his work and his promotion of Lathisms on campus and the fun of math will help do the trick. Already, students and his colleagues – including Bailes – are taking notice.

"Josh is the kind of person that focuses intentional efforts to make you feel safe, seen and appreciated," Bailes said. "His energy and ideas have changed how we teach mathematics on campus and throughout our teaching community. I nominated him for [Lathisms] because I wanted to share my vast gratitude for the opportunity to be known and be influenced by him."

Lathisms Hispanic Heritage Month Calendar featuring Robles will launch sometime during Hispanic Heritage Month, which runs Sept. 15 through Oct. 15. And while he does not have plans to hang posters of his mug around campus, Robles joked others are more than welcome to. But, he added, "I'll probably just put a small one up in my office."

To learn more about Mathematically Gifted & Black and Lathisms, visit each group's respective websites at [www.mathematicallygiftedandblack.com](http://www.mathematicallygiftedandblack.com) and [www.lathisms.org](http://www.lathisms.org).

## CHC Students Complete Primate Observation Live in-Person at San Diego Zoo



Photo: . CHC Students from Biological Anthropology Attend Zoo Field Trip.

The San Diego Zoo replaced the classroom for 32 Crafton Hills College biological anthropology students and their instructor, Associate Professor of Anthropology, Cheryl DiBartolo on February 20.

The educational field trip, funded by the Crafton Hills College Foundation, enhanced classroom learning by connecting academic lessons to real-world observations. The class was able to do their primate observation

assignment live in-person (usually done by way of video).

The students studied and watched the behavior of orangutans (including 1-year-old baby Kaja and his mother and sister), gorillas, bonobos, and many species of monkeys.

Primatology is one of the four main topics of biological anthropology. Every day at the beginning of class, DiBartolo has had the students watch the live feed cameras at the San Diego Zoo, so to get to see the animals they have been watching all semester in-person was exciting.

Field trips enrich student learning and provide opportunities for student engagement that would not otherwise be possible. The CHC Foundation is grateful to the donors who make these activities possible. To learn more about the Foundation visit: [www.craftonhills.edu/foundation](http://www.craftonhills.edu/foundation).



Photo: . CHC's Student Services Technician Jamie Sierra speaks with RUSD families.

## Rialto USD Parent Summit

On February 2, representatives from Crafton Hills College attended the Rialto Unified School District Parent Summit at Wilmer Amina Carter High School. Parents and families of RUSD students attended lectures, visited community booths, and enjoyed a complimentary lunch.

CHC's student services technician Jamie Sierra met parents and high school students and provided them with information about the various programs offered at CHC and the opportunities of dual enrollment, whereby qualified high school students can get a head start on college by enrolling in CHC credit classes on their home campus. Lots of candy and pencils were handed out to children, while parents and high school students were given CHC lanyards, lip balm, and mobile phone stands.



## Crafton Students Attend Watchorn Lincoln Dinner at Smiley Library

The annual Watchorn Lincoln Dinner returned to the University of Redlands' Orton Center on Saturday, February 11 for the 91st time, and seven lucky Crafton Hills College students were among the attendees. The Crafton Hills College Foundation paid the cost for each CHC attendee. History professor Sabrina Jimenez was tasked with selecting Crafton history enthusiast attendees. The seven students, all declared social science majors and self-proclaimed history buffs, enjoyed the night tremendously.

The event honors the Watchorn family and their generous gift of the Lincoln Shrine to the city of Redlands in 1932. The shrine is a tribute to Lincoln, a research center for scholars, and a museum. It was erected to honor Ewart Watchorn's memory, as both Ewart and his brother, Robert, had admired President Lincoln.

Dr. Nathan D. Gonzales -- historian, archivist, curator of the Lincoln Memorial Shrine and San Bernardino Community College District Board Trustee -- took time from his duties as presenter to personally welcome the students and thanked them



Photo: Watchorn Lincoln Dinner Attendees.

for attending. Redlands Mayor Eddie Tejeda and Mayor Pro Tem Paul Barich also introduced themselves to the students and thanked them for their interest and support.

The event allowed the CHC students to hone their networking skills as they were encouraged to interact with history experts, researchers, educators, philanthropists,

university professors, policymakers and other students.

Crafton student outings like the Watchorn Lincoln Dinner are a great opportunity to enrich academic knowledge while supporting a meaningful cause.

To learn more about the Lincoln Memorial Shrine visit [www.lincolnshrine.org](http://www.lincolnshrine.org).



## Dellis Frank SYSTEMIC Art Exhibition

The Crafton Hills College Art Department hosted a workshop and reception for Dellis Frank and her solo exhibition SYSTEMIC on February 22. Frank facilitated the workshop on three-dimensional portrait works, sharing the importance of art with a message for all artistic levels and encouraging students to express their creativity through fiber portraits.

Frank used a hands-on approach as she instructed students to choose a portrait of important figures in Black history and create art using fiber techniques such as hand sewing, embroidery and fabric collaging with glue to create a portrait or a mask with the mixed media materials provided.

The workshop was well attended and reached standing-room-only capacity. After the workshop attendees participated in an artist's talk followed by a Q&A with Frank.

The SYSTEMIC exhibition centered around social justice issues as well as inequities and disparities in communities of color. Students were drawn to Frank and her optimistic demeanor, following her around the exhibit as she provided context and sources of inspiration for various pieces. She gave in-depth answers to innumerable questions while successfully engaging in deep and critical conversations with everyone who approached her with a question or comment.

## Roadrunners Celebrate Educational Successes, Club Rush at Annual Spring Fest

*"I want that social aspect because I feel that's the only thing that I'm missing from my college experience."*



Photo: CHC Students At Club Rush with Mascot Ryker.

When it comes to making new friends on campus, joining a club is one of the best ways to get involved and start making connections. That was Isabella Hicks' goal on Tuesday, March 7, during Crafton Hills College's annual Spring Fest celebration, an event that looks to give Roadrunners a break from their studies and introduce them to ways to become more involved in campus life.

Hicks, along with friend and fellow biology major Anissa Oliva, went from table to table to see what piqued her interest. "I've tried to join clubs before, but they have never worked out," said the 19-year-old Highland resident. "But I want that social aspect because I feel that's the only thing that I'm missing from my college experience."

Students like Hicks and Oliva had plenty to choose from, including creative writing, basketball, theater and the recently launched Fashion Club, which displayed bountiful student projects and fashion magazines that even *Sex* and the *City's*

Carrie Bradshaw would envy.

Meeting the first Monday of each month, Fashion Club helps its members create long-lasting connections and encourages them to let their creativity shine in a safe space, explained advisor Soutsakhone Xayaphanthong, a Crafton counselor. "I think the faculty and administration have already been really supportive in allowing our students to be creative," she said. "And we all know that when our students feel connected to their campus, they are more likely to stay [here], complete their courses and succeed."

As a bonus, Xayaphanthong added, club members have opportunities to earn scholarships if they plan to transfer to the Fashion Institute of Design and Merchandising.

Elsewhere during the event, Annalyse Yglesias was helping to usher in people to the American Sign Language booth with a friendly smile and bright hello. There,

students – and faculty – were able to talk with members and walk away with a brochure filled with information about the group and ways to connect after Spring Fest hours.

For Yglesias, learning sign language helps her feel connected to the deaf community, and allows for her to learn a foreign language outside of the more known language offerings available to students, such as Spanish and French. Learning sign, she continued, "is just a great way to socialize and be more integrated in the community that I wasn't originally a part of. Learning more about ASL and deaf culture and what it is all really about from a deaf person's perspective, as a hearing person, I feel has been such a great experience."

Students in booths across the quad shared the importance of feeling connected as the basis for joining clubs at CHC. Many of the students expressed the importance of social support while at the same time having the opportunity to grow and learn in a safe, inclusive, nonjudgmental environment through their involvement with student organizations.

In addition to club rush and the New Orleans/Mardi Gras-like vibes, students who completed 30-plus units this year received a special celebratory gift of a commemorative pin, from Crafton officials. Food trucks, cotton candy and popcorn machines, a beignets station, and a live DJ spinning the latest and greatest were also event highlights.

There are currently 17 active chartered clubs at Crafton Hills College. To learn more about campus life at Crafton Hills College, go to [www.craftonhills.edu/current-students/student-life/](http://www.craftonhills.edu/current-students/student-life/).



## American Sign Language Collaboration Conference Held at Crafton Hills College

The 8th annual American Sign Language (ASL) Educators Collaboration Conference, held at CHC on March 4, showcased the power of collaborative efforts in ASL education. The conference was organized by Crafton ASL Professors Breanna Andrews, Davena Burns-Peters, and Butch Zein.

The conference was built around collaborative efforts, with over 75 educators from as far away as Fresno City College to share their experiences, knowledge, and best practices. Attendees were able to connect with other ASL educators and discuss various aspects of teaching and learning ASL. The workshops and presentations, provided practical insights into the latest trends and techniques in ASL education. Conference attendees provided feedback saying this was the best event yet,



Photo: ASL Educators.

and the environment was comfortable and welcoming to all.

To learn more about ASL at Crafton visit: [www.craftonhills.edu/asl](http://www.craftonhills.edu/asl).

## CHC Students Attend Conference on Strengthening Community in Research Mathematics



Photo: CHC Math Club Students.

Crafton Hills Math Club, along with Professor Josh Robles, their advisor, attended the Conference on Strengthening Community Research Mathematics in Claremont that focused on highlighting the strategic role and importance of mathematics research.

The group of eight students heard from a panel of experts who discussed the graduate school admission and matriculation processes, navigating the mathematics discipline as a member of a currently underrepresented group, the multitude of career opportunities that one can pursue with a graduate degree in mathematics, and managing academic and nonacademic job ladders. The students were also introduced to the Math Alliance mentoring program, which helps students of color get into graduate school.

For more information on the Math Club at Crafton visit: <https://www.craftonhills.edu/current-students/student-life/clubs/math-club/index.php>



## CHC Students/Administrators Attend A2Mend Conference



Photo: L to R: Devon Carter, Changwe Musonda, Dan Word, Lamont Montgomery, Willie Blackmon.

Crafton Hills College provided the funding for students Devon Carter, Changwe Musonda, and Lamont Montgomery to attend the annual African American Male Education Network & Development (A<sup>2</sup>MEND) conference in Los Angeles on the first three days in March. CHC Interim Dean of Student Services Willie Blackmon

and CHC Dean of Career Education and Human Development Dan Word, also attended.

A<sup>2</sup>MEND is a nonprofit organization representing African American male educators who volunteer to operate a statewide mentoring program for Black

male college students. The conference included various sessions that provided appeals for action, with such titles as “We Have to Do More” and “Operationalizing Black Student Success.”

This summit focused on ways Black male college students and educators can tap into innovative ideas that increase Black male student success in California’s community colleges. This year’s theme was “The Ausar Project: Resurrecting Black Male Success,” to highlight the importance of re-establishing Black male success in the community college.

Student attendee Changwe Musonda commented on how amazing it was to see people that looked like him at the conference and said A<sup>2</sup>MEND was “an experience I only realized I needed once I got there.” Changwe would love to attend another A2Mend Conference in the future. For more information on A<sup>2</sup>MEND visit: [www.a2mend.org/](http://www.a2mend.org/).



Photo: CHC Faculty and Students enjoy the Snow Day.

## A Winter Wonderland at Crafton Hills College

It’s an unusual sight and experience for Yucaipa. While winter weather—including snow—has caused some problems in our local mountains, it also made for a fun experience for a group of math faculty at CHC. Mathematics Department Chair Danielle McCoy and her team enjoyed a break from the classroom while the snow fell on February 23.

Just a week later, the campus received yet another storm and snow fell again, this time sticking around long enough for students to make snowmen and even enjoy a snowball fight.



## Crafton Hills College Transforms into Urinetown



Photo: Urinetown cast with Director, Paul Jacques (center).

Imagine having to pay each time you use the restroom. Now, imagine many such restrooms being owned by one man expecting a big payout to fund a trip to an exotic location with each flush. For those living in “Urinetown,” this is daily life, all thanks to a 20-year drought and the greediness of a massive, corrupt corporation.

Their story is captured in a completely satirical musical called – you guessed it – *Urinetown*, first developed for the stage in the early 2000s by Mark Hollman and Greg Kotis and selected by Crafton Hills College’s theater department as its 2023 spring musical.

Under the direction of Paul Jacques, more than a dozen actors took on personas of the town’s diverse population of residents, from a humble janitor to his love interest whose view of the world is completely skewed, to the greedy owner of the shady corporation known as “Urine Good Company.”

*Urinetown* is a bold presentation of real-world hot topics, such as the legal system, capitalism and corporate management. For

Crafton’s production, a simple but effective set and a solid cast under the direction of Jacques helped lead audiences through a series of emotions. But Jacques wanted each performance to do one other thing: get audiences talking.

“*Urinetown* pokes fun at the politics and policies of sustainability,” he said. “While we don’t want to tell people what to think, we certainly want to get the conversation started. ‘Is this how we’re living – and expanding? [Is it] good in the long term?’ ‘Who is it good for?’ Questions like that.”

The musical, Jacques continued, is part of the partnership between Crafton and the Redlands Theatre Festival, which will stage the musical during its upcoming summer season. The musical *Urinetown* was selected “because of its dark humored nature,” he explained. “We feel that [the musical] is a building block in that it is a step-up skill-wise from ‘Avenue Q,’ which itself is a step up from [the] 25th Annual Putnam County Spelling Bee. We want to increase the type of musical that we are doing each year as the students in the program continue to build their skill sets.”

Building upon those skills is exactly what Sebastian Hernandez wanted to do when he auditioned for the role as Officer Lockstock, the show’s narrator.

Although he had auditioned for musicals in the past, only to come up short, auditioning for this out-of-the-box musical allowed him an opportunity to try something new and develop Lockstock as if he were the first to play the role.

“I’m at the point where I want to take [acting] more seriously,” said the 21-year-old Yucaipa resident. “My singing has never been quite the best and so I’ve been working on it leading up to this so I feel more comfortable in a professional setting being able to actually do this for a living.”

Casting for *Urinetown* was completed in December. Rehearsals followed every Monday through Thursday since mid-January. Performances were staged March 10, 11 and 12 in the Finkelstein Performing Arts Center and, like its cast, brought in a diverse audience.

Along with Hernandez, rounding out the cast was Chelsea Bishop as Penelope Pennywise, Jacob Brantmeyer as Tiny Tom/Dr. Billeaux, Arthur Buenaventura as Senator Flipp, Juniper Burgess as Robby Stockfish/Mrs. Millennium, Chris Coon as Caldwell B. Cladwell, Kobe Darby as Bobby Strong, Miah Earl as Ms. McQueen, Kat Jacques as Little Becky Two Shoes/Secretary, Monty Muse as Officer Barrel, Luciana Vignali as Josephine Strong, Sky Sigmund as Soupy Sue, Bailey Spletzer as Little Sally, Joshua Tongpo as Old Man Strong/Hot Blades/Harry, and Stephanie Yglesias as Hope Cladwell.

Missed your chance to see *Urinetown* at Crafton? A Jacques-led production will be staged on select dates during the Redlands Theatre Festival in mid-June through July. To learn more, go to [www.rtfseason.com](http://www.rtfseason.com).

## Kevin Fleming Workshop For Educators Reframes Successful Balance of Education and Skills Aquisition



Photo: Kevin Fleming (center) poses with educational leaders before workshop.

On February 28, over 100 teachers, counselors, and administrators from Redlands Unified School District, Colton-Redlands-Yucaipa Regional Occupational Program, Yucaipa Calimesa Joint Unified School District, and Crafton Hill College partnered to bring bestselling author Dr. Kevin Fleming to present a workshop entitled (Re)Defining the Goal: The True Path to Career Readiness in the 21st Century.

During the morning workshop held at CHC, Fleming focused on the misalignment between degrees and job skills and the perception that higher earnings are based on college degree attainment levels that have been embedded in our society for decades.

Fleming's inspiring presentation challenged attendees to reframe the push for all high school graduates to go to college and

introduced a new paradigm with tangible action steps for young adults to explore career and technical education that will help them gain a competitive advantage for well paying jobs.

"Technical skills are the new currency in the 21st century," Fleming stated, going on to explain that a balance is needed to prepare students for both higher education and the workforce simultaneously.

Fleming explained that students will only become career ready if they begin to explore career choices early, make informed decisions when declaring their college educational goals, and consider technical skill acquisition and real-world application in tandem with general education.

Fleming's message was clear: "Community colleges are in the ideal position to provide an education combined with applied technical training, industry driven credentials, and specific preparation for employment."

## Crafton Hills College Hosts Transfer Center Meeting for Directors

On Mar 2, CHC hosted a Region 9: Inland Empire Community College Transfer Center Directors' meeting along with several four-year university partners from the CSU, UC, Independent Private Colleges and two out-of-state partners, Arizona State University & Grand Canyon University. This was the first in-person event for this group since 2019.

The group discussed best practices to engage students and learned about upcoming changes to financial aid, in addition to receiving updates on increasing collaborative efforts between community colleges and 4-year universities. The meeting led to a discussion about the

need to expose students to universities, especially in a post-COVID era. Field trips to 4-year institutions are one of the most impactful activities to promote transfer. However, transportation is expensive and most of the colleges in our area are not facilitating these trips for lack of resources. It was decided that collaborative efforts for 2023-2024 will center around sharing transportation costs among the Inland Empire CCCs and working with our 4-year partners to maximize our efforts. CHC continues to play a key role in the leadership, advocacy and streamlining efforts to increase students transferring to the university for our region.



Photo: Region 9 Transfer Center Directors Meeting.



## A Day of Advocacy returns to CHC after a Three-Year Covid-19 Hiatus

*"The [Crafton] campus needs to hear these speeches because they are so important, and it's such a good experience for students to learn the importance of advocacy."*



Photo: CHC's Day of Advocacy student speakers with Professor Urbanovich.

Students across the country are not always given the opportunity to speak open and freely about their experiences and thoughts. But for Crafton Hills College's Day of Advocacy event, Jimmy Urbanovich, the event's creator and advisor, encourages it.

Each year, Urbanovich, a professor of communication studies, hosts A Day of Advocacy, an out-of-classroom experience where students from his Elements of Public Speaking course read aloud a prepared speech on varying topics. And this year's festivities – held for the first time in person following the COVID-19 pandemic on Tuesday, March 14 – did not disappoint.

The first Day of Advocacy took place in 2008, and although the weather for this year's festivities was not ideal for the outdoor event, each of Professor Urbanovich students was still eager to share their well-researched paper on topics such as sports and body image and the importance of knowing how to administer CPR. Max Magoon, a 19-year-

old trans student, decided to draw from his own background.

While Magoon is out to his friends and peers, he is not out to his parents. And with trans-related issues making headlines across the globe, speaking freely about his story helps develop a sense of understanding for those unfamiliar with the trans experience.

"Personally, I have identified with the [LGBTQIA+] community for basically my entire life," he shared. "I grew up in a very transphobic household, so it is really important for me to advocate for this specifically because I know that being trans is not only hard on you mentally but ... hard on you physically. People will constantly be trying to demean you or physically harm you for existing."

"My main intention with the speech was to get the question out there, because I know that for a lot of people, if they are not close to someone who is trans or ... queer in some way, these issues do not come up for them. In fact, I did not know about a

lot of trans issues until I started realizing that I identified with the trans label, and it's really sad to think about the fact that if an issue doesn't involve you, you tend to not to look at it," he continued.

And that is Urbanovich's focus of the annual event — to get people to think about different topics. While you might not agree with a point of view expressed, it gets people to start talking, Urbanovich explained.

"The [Crafton] campus needs to hear these speeches because they are so important, and it's such a good experience for students to learn the importance of advocacy," he said. "I have to confess a primary reason I continue to do this is because it has so much support on campus. Administrators love it [and] people always ask me, 'When is Day of Advocacy?' Even if you don't see many people out here, there is something contagious about the energy of it."

Urbanovich hopes to continue hosting A Day of Advocacy for years to come because, as he shared with his students and attendees, without advocacy culture dies, and staying silent is not the answer to pushing culture forward.

"I'm not an issues person. I don't care if you're left, right, I don't care what you are. In fact, it concerns me when I hear one side not represented because my issue is free speech. That's it. So, I can come out here and I can support every single topic because I am supporting your advocacy," he said.



## 2023 Change-Maker of the Year Award: CHC's Admissions & Records



Photo: Crafton Hills College Office of Admission & Records Staff with CHC mascot, Ryker.

The team in Crafton Hills College's Admissions & Records Office (A & R) has been recognized by Laserfiche (a software

development company) for transforming their operations, their customer experience and how services are delivered to students

by using the Laserfiche platform. A & R streamlined various processes using online Laserfiche Forms. As a result, the department has successfully implemented an online process for dual enrollment requests, graduation applications, and transfer credit evaluation requests, reducing processing time from several months to a couple of weeks.

The department's efforts towards moving all forms to Laserfiche have enabled students and faculty to submit necessary documents and requests to A & R online. The department has collaborated with other departments on campus, including Financial Aid, Student Life, Health and Wellness, and Student Accessibility Services, to develop online Laserfiche forms for them. Doing so will provide greater efficiency for the campus community.

## PCAC Swim Meet

On Friday March 3, Crafton Hills College hosted the Pacific Coast Athletics Conference Sprint invitational kicking off the 2023 swimming season.

There were many outstanding performances from all our Roadrunners. Among them, these races resulted in the following top three finishes:

### Men's Events:

Kyle Dennert - 50 yard Breaststroke (3rd place)  
 Kyle Dennert - 200 yard Freestyle (1st place)  
 Gerald Griffin - 200 yard Freestyle (2nd place)  
 Gerald Griffin, Jordan Balmer, Shane Randle, Kyle Dennert - Men's 200 Yard Freestyle Relay (2nd place)

### Women's Events:

Kathryn Wagner - 50 yard Breaststroke (3rd place)



Photo: CHC Men's & Women's Swim Team.

Cristal Duran - 200 yard Freestyle (2nd place)  
 Cristal Duran, Aislinn (Ace) Greene, Melanie Ruiz, Kathryn Wagner - Women's 200 yard Freestyle Relay (3rd place)

Excellent start of the season for our student athletes! Additional events and information about joining the CHC Athletics programs, visit [www.craftonhills.edu/athletics](http://www.craftonhills.edu/athletics).

## Board of Trustees Report



# EDCT

## Economic Development & Corporate Training

### **Policy, Innovation and Equity- The 2023 Energy, Construction & Utility Sector Showcase**

The Energy, Construction & Utility (ECU) Sector Showcase hosted by former statewide ECU sector director James Morante, featured presentations on the Labor Market, Policy, Program Innovation and Equity. It was held at the Riverside Convention Center Marriott on March 11, 2022.

Michael Goss, Director, Inland Empire/Desert Center of Excellence for Labor Market Research, presented the latest information on career opportunities within our region for skills included in the ECU sector. He also provided the latest San Bernardino Metro Area Workforce Demand Assessment for attendees.

Matthew Hamilton, Siemens National Business Development Manager/ Education Markets, shared several instances of Living Laboratories that are

active across the state and encouraged our colleges to adopt this method of immersive instruction. EDCT could be an ideal center for a Living Laboratory that encompassed many of the programs offered.

Finally, Marcia Christiansen, President, Women in HVAC, presented opportunities to attract women to non-traditional career occupations (specifically HVAC) and offered information about the Women in HVAC association and their willingness to help develop future workers.





## Family Child Care Pre-Apprenticeship in Spanish Celebrates Fifteen Graduates

EDCT partnered with Valley College in a pilot project to meet Spanish-speaking family childcare providers' educational and professional needs and celebrated the student success of fifteen graduates. EDCT and Valley worked together to provide a registered pre-apprenticeship program taught in Spanish. The participants can earn a CA Child Development Associate Teacher Permit when they complete the program.

Family Child Care in Spanish meets a linguistic need. The apprentices completed four no-cost Spanish Child Development courses at Valley with embedded tutoring. The embedded tutor attended all classes and provided group tutoring and individual tutoring as needed. All classroom materials were translated into Spanish to assist the students.

Students participating in the Family Child Care Apprenticeship in Spanish benefited from free coursework paid for through LAUNCH Network, free books and laptops through Heising Simons, a convenient schedule/location, a cohort model, and a stipend of \$500 a semester from Heising Simons.

To be a part of the Family Child Care Pre-Apprenticeship, students had to be a licensed FCC provider (or in CCIP or FFN program), deemed "license eligible" to care for at least two children, ages 0 to 12, work 20 hours per week+, accrue 2000 hours on-the-job, not have taken any of the four courses previously, and be fluent in Spanish.

(Continued on page 3)



## Family Child Care Pre-Apprenticeship in Spanish Celebrates Fifteen Graduates



Family Child Care  
Pre-Apprenticeship Grads

(Continued from page 2)

Fifteen students completed all four courses in the program, are applying for the Associate Teacher Permit from the Commission on Teacher Credentialing during Spring 2023 and are finishing the last requirements with Child Care Resource Center during Spring 2023.

Through this program, Valley College now has resources and materials to provide CA Child Development Associate Teacher Permit to Spanish-speaking individuals.



# EDCT





# EDCT Participant Spotlight-

## Juan Garcia

Juan Garcia enrolled in the Caltrans Project Program, a transitional employment program to help the justice-involved population with their reintegration into society, on January 25, 2022. He was diligently working in the program for approximately 4 months and was discharged from parole on May 16, 2022. From there Mr. Garcia, enrolled in EDCT's Arborist training. He began attending class and successfully completed the 8-week 320-hour training. Juan was excited at the possibility of entering a new career. Juan stated "I love working in these fields which are outdoors. I have completed the career path that I desired. This is the beginning of my life change." He was on his way to earning a sustainable wage for himself and his family.



After completing the Arborist training, Juan began applying for employment and faced many barriers to employment. As he was still unemployed and in need of work, he reached out to Eddie Rubio, Manager of EDCT Workforce Development. Juan was enrolled in EDCT's Back 2 Work Transitional Employment Program that like the Caltrans Project Program, focuses on cleaning California's Highways. He immediately began to display leadership skills that he gained previously from enrolling in the Caltrans Project Program and he began assisting the EDCT Transitional Work Crew Trainers. He helped fellow coworkers with safety training and assignments provided by Caltrans supervisors. "Being in the field, and working with my crew members, motivated me to assist the team and mission of the program," said Juan Garcia. Juan finds his faith and serving his fellow man as the reason why he will be successful. He utilizes his faith to inspire others and as a tool to help him succeed. Juan's work ethic and contagious attitude was noticed by the Caltrans supervisors who encouraged him to apply for a position in CalTrans.

Juan submitted several applications and commuted long distances to interviews before receiving a phone call on March 6, 2023. He was contacted by the District 12 Caltrans Human Resources and offered a position as a Highway Maintenance I worker. This position earns \$3,146 a month including benefits. Juan is moving on to a career that he never thought possible for him and his family. Juan is a testimony to hard work, persistence, dedication, and resilience.

"I am grateful for the exposure that this program has brought me, which sparked my interest in a career I never dreamed of. Over the span of a year, I never stopped applying and even attended seven interviews (some of them were up to four hours away). Finally, I received a phone call with the great news that I had been selected for the Service Assistant Maintenance position. At that moment, I felt many emotions, mainly being grateful to God, my family, and most of all myself, for accomplishing one of my biggest goals. This experience showed me that staying persistent, working hard, and having faith can do immeasurable things."







## Update | April 2023

### Around SBCCD

**Superintendent of San Bernardino County Schools Ted Alejandro visits and tours KVCR studio.** Mr. Alejandro discussed with staff ways in which we could partner in the future and even gave KVCR a shout out! View it at this [link](#).

**Learn with Me films all week during Spring Break.** KVCR's project with the San Bernardino County Schools had teachers in the studio all week to continue working on episodes for this new collaboration for our youngest learners.

**KVCR attends Wolverine Con at Valley College.** This high-powered event was orchestrated by the students enrolled in SBVC's Film, Television, and Media program. Our own intern, Mariana Lapizco, had her multi-lingual film *Blood Ties* featured in the event and won both the Grand Jury Award and Director awards! Way to go Mariana!

### Around the Community

**KVCR continues to build community relationships** meeting with the Delta Sigma Theta Sorority to discuss filming possibilities. The KVCR team also met with *The Frontline Observer's* Anthony Victoria to find ways to coordinate and collaborate with the community and The Weingart Foundation, which partners with communities across Southern California to advance racial, social and economic justice for all. Stay tuned for exciting community engagement!

**Executive Director Connie Leyva gives keynote on March 15 at the Inland Empire Workforce and Education Summit.** It was a packed house with an excellent panel of local leaders discussing education and workforce for the future.

**Inland Empire Labor Council visits and tours KVCR on March 20.** More than 15 unions were in attendance representing thousands of workers in the Inland Empire. We look forward to a productive relationship with all unions represented.

## Latest Announcements

**KVCR holds first Inland Futures Foundation (IFF) board meeting of the year.** We appreciate the dedication of our IFF board members in helping move KVCR to the next level.

## Experience KVCR

### KVCR - 24.1 - OVER THE AIR

**Cable:** Frontier FiOS, Spectrum, AT&T U-verse

**Satellite:** DirecTV, Dish TV

**Live Streaming:** [kvcr.org](http://kvcr.org), PBS App, and mobile

**VOD:** [PBS Passport](#)

### RADIO - 91.9FM

[kvcrnews.org](http://kvcrnews.org), and the KVCR mobile app, NPR One Mobile App and on "Alexa" and "Google" smart speakers

[KVCR Community Calendar](#) for all the latest happenings.

### FNX - 24.2 - OVER THE AIR

**Cable:** Frontier FiOS, Spectrum, AT&T U-verse

**Live Streaming:** Localbtv

**Nationally:** 30 affiliates broadcasting in 28 states

### DESERT CITIES - 24.3 - OVER THE AIR

**Cable:** Frontier FiOS

**CREATE - 24.4**  
**Over the Air**



Update | April 2023

## Balance Sheet As of 01/31/23

	KVCR	FNX
<b>Assets</b>		
Cash in County Treasury	3,133,415	137,482
Estimated Revenues Receivable*	47,000	1,000
Prepaid Expenses	48,246	83,646
Other Assets	33,534	-
<b>Total Assets</b>	<b>3,262,195</b>	<b>222,128</b>
<b>Liabilities</b>		
Accounts Payable	(17,895)	(3,127)
Interfund Payable	4,031,071	3,181
Temporary Loans <sup>^</sup>	-	1,157,014
Deferred Income	441,203	-
Health and Welfare	32,054	2
Other Miscellaneous Liabilities	7,291	126
<b>Total Liabilities</b>	<b>4,493,724</b>	<b>1,157,196</b>
<b>Fund Balance</b>	<b>(1,231,529)</b>	<b>(935,068)</b>

<sup>^</sup> FNX temporary loans from FY20 and FY21 due to end of grant.

\* Estimated per bank statements as of January 31, 2023

## Estimated Revenues & Expenditures For 7 Months Ended 01/31/23

	KVCR	FNX
<b>Revenues</b>		
Contributions and Grants	730,992	60
AB 132 Funding	13,381	-
Underwriting	102,324	-
Contributions, Gifts	20,000	-
Rentals and Leases	158,790	-
Estimated Revenues*	47,000	1,000
Interest Revenue	13,796	730
Transfers In--PARS Endowment	765,086	-
<b>Total Revenues</b>	<b>1,851,369</b>	<b>1,790</b>
<b>Expenditures</b>		
Classified Salaries	1,103,743	4,933
Employee Benefits	479,556	4,181
Books and Supplies	9,393	361
Services and Operating Expenditures	1,508,962	148,176
Capital Outlay	1,102	-
Interfund Transfers Out-SBCCD	33,752	-
<b>Total Expenditures</b>	<b>3,136,508</b>	<b>157,651</b>
<b>Revenues Less Expenditures</b>	<b>(1,285,139)</b>	<b>(155,861)</b>

\* Estimated per bank statements as of January 31, 2023





San Bernardino  
Valley College

# PRESIDENT'S BOARD OF TRUSTEES REPORT

The President's Monthly Report to the Board of Trustees, Campus & Community

April 2023

**GOAL 1**  
ELIMINATE BARRIERS TO STUDENT ACCESS AND SUCCESS.

**GOAL 2**  
BE A DIVERSE, EQUITABLE, INCLUSIVE, AND ANTI-RACIST INSTITUTION.

**GOAL 3**  
BE A LEADER AND PARTNER IN ADDRESSING REGIONAL ISSUES.

**GOAL 4**  
ENSURE FISCAL ACCOUNTABILITY AND SUSTAINABILITY.



BLUEPRINT FOR SUCCESS

2022-2023

SBVC Nursing students celebrate the return of Club Rush on March 7, 2023



**GOAL 2**  
**BE A DIVERSE, EQUITABLE,**  
**INCLUSIVE, AND**  
**ANTI-RACIST INSTITUTION.**

## **SBVC PARTNERS WITH SYMPHONY TO BRING BACK SUMMER CONCERT EXTRAVAGANZA**

## SummerFest 2023



Spring might have just begun, but plans for the summer are already underway, specifically for SummerFest 2023. San Bernardino Valley College is proud to continue this one-of-a-kind partnership with the San Bernardino Symphony that's becoming an annual tradition on campus in celebration of Independence Day.

This year's festivities and concert are being held on July 1st at the SBVC Football Field from 5:00 PM to 9:00 PM, with the concert starting at 7:30 PM. The concert, titled "America, the Beautiful," is expected to bring thousands to campus this summer. The show ends with Tchaikovsky's 1812 Overture and an exciting firework display.

Food vendors, face painters, games and more are expected at this year's SummerFest. You don't want to miss out!



*Purchase concert tickets here:*  
[https://www.sanbernardinosymphony.org/  
 /july-1st-2023-concert](https://www.sanbernardinosymphony.org/july-1st-2023-concert)

*More information about SummerFest:*  
[valleycollege.edu/SummerFest](http://valleycollege.edu/SummerFest)



**GOAL 1**  
**ELIMINATE BARRIERS TO**  
**STUDENT ACCESS**  
**AND SUCCESS.**

## **HIGH SCHOOL COUNSELORS VISIT CAMPUS FOR COLLABORATIVE CONFERENCE**

As high school students prepare for graduation, the role of school counselors becomes crucial in guiding them towards a successful career path. Recently, a conference was held at San Bernardino Valley College that brought together 130 high school counselors and career technicians to discuss strategies for preparing students for the workforce.

The High School Counselors and Career Technicians Conference was organized by the SBVC Counseling Department as an opportunity to showcase programs at SBVC and provide updates for new incoming students to community partners. In the general session of the conference, updates were shared on the changes to ENGL; READ; and MATH courses on campus and the new CalGETC (UC/CSU combined general education pattern) that is coming in Fall 2025. A discussion on Guided Pathways was also shared by Guided Pathways Lead and Counselor Keenan Giles.

The conference included breakout sessions for the high school counselors and career technicians in attendance. During these sessions, they were able to learn more about various SBVC instructional and student services offerings, such as SBVC's Water Supply Technology program, Healthcare Pathways, Student Health Services, Valley Bound Commitment and Outreach & Recruitment.

SBVC Counselor Armando Garcia says plans are already underway for the next High School Counselors and Career Technicians Conference, which is to be held on March 8, 2024.

The conference provided a valuable forum for high school-based partners to gather information and share ideas about how to best prepare students for the workforce. By collaborating and staying current on the latest campus updates, these professionals can help ensure that students are equipped with the skills and knowledge they need to succeed in their chosen careers.

## **SBVC Hosts High School Counselors & Career Technicians Conference**



**GOAL 3**

**BE A LEADER AND PARTNER  
IN ADDRESSING REGIONAL  
ISSUES.**

## DR. THAYER FEATURED ON HIGHER EDUCATION EQUITY ADVOCACY FORUM

## Advocating for equity in higher education

**#EQUITYCHAT WITH...**

**Reflections  
on the 2022 All-African  
Diaspora Summit in Ghana**

with

**Dr. Scott W. Thayer**  
Past President, A2MEND

**Dr. Ricky Shabazz**  
Board Member-at-Large, A2MEND

**Dr. Abdimalik Buul**  
Vice President, A2MEND

**EQUITY AVENGERS**

**Join us Wednesday, February 8  
5pm-6pm PT @equityavengers Twitter**

A prestigious higher-education equity advocacy group recently featured San Bernardino Valley College Vice President of Student Services, Dr. Scott W. Thayer, during its weekly Twitter discussion.

Thayer, along with San Diego City College President Dr. Ricky Shabazz and Visiting Executive of Educational Excellence at the California Community College Chancellor's Office Dr. Abdimalik Buul, was featured by the Equity Avengers, a trio of community college presidents, for its weekly Equity Chat on February 8, 2023. The discussion centered around African American Male Education Network and Development (A2MEND) and the group's All-African Diaspora Summit held last year in Ghana. Thayer is the past President of A2MEND, Shabazz is a Board Member-at-large and Buul is Vice President.

Equity Chat is a weekly discussion held on Wednesdays at 5 p.m. PT with the Equity Avengers on Twitter. The Equity Avengers are Compton College President Dr. Keith Curry, Evergreen Valley College President Dr. Tammeil Gilkerson, and San Diego Mesa College President Emerita Dr. Pamela Luster. This forum provides a platform for educators and professionals to engage in meaningful conversations about equity, diversity and inclusion in higher education.

During the discussion, Thayer shared his experiences in Ghana and how it relates to the overall mission of community colleges, which strive to create greater accessibility to higher education. He said the summit was "a part of the vision of A2MEND from the first time we all met."

"It was a homecoming; there was a sense of comfort and calm. I felt like I was attending a family reunion because everything felt so familiar," Thayer tweeted of his experience in Ghana.

He emphasized the importance of empowering and supporting Black and African American students in higher education and the role that A2MEND plays in addressing the achievement gap. Thayer also discussed cultivating relationships and partnerships across institutions and communities to advance equity and inclusion.

"The education summit was a convening on the continent of educators, advocates and allies to reaffirm our commitment to supporting and serving our Black and African American students," Thayer tweeted.

As a leading voice in promoting equity and access in higher education, Thayer's participation in Equity Chat highlights the commitment of SBVC and A2MEND to promoting diversity, equity and inclusion in higher education.

*For more information about Equity Chat, please visit the Equity Avengers Twitter page at @EquityAvengers or their website at [equityavengers.com](http://equityavengers.com). To learn more about A2MEND and their work, please visit their website at [www.a2mend.org](http://www.a2mend.org).*



**GOAL 1**  
**ELIMINATE BARRIERS TO**  
**STUDENT ACCESS**  
**AND SUCCESS.**

**SBVC FOUNDATION ON  
 TRACK TO EXCEED  
 FUNDRAISING GOALS**

**Over \$582K  
 raised so far  
 in 2022-2023**

The SBVC Foundation is making significant progress in its goal of supporting the educational aspirations of deserving students through increasing the amount of scholarships to individual students.

The Foundation awarded over \$560,000 in student scholarships during the 2021-2022 academic year, which is a substantial increase from previous years. The Foundation expects to award at least \$450,000 in scholarships for the 2022-2023 academic year.

The Foundation has also been successful in securing important grant revenue for SBVC programs, with more than \$582,000 in grants obtained for the 2022-2023 academic year. This puts the Foundation on track to meet, or even exceed, its goal of \$750K in grant revenue by the end of June 2023.

The Finish Line Scholars Program, which is an initiative that provides scholarships and assistance to students close to finishing their degree, certificate, or transfer studies within two years, has awarded \$150K for scholarships during its fourth cycle of funding for SBVC.

Additionally, the Foundation has secured a new \$1.5 million grant from California Congressman Pete Aguilar through Community Project Funding (CPF). This grant is expected to be awarded in late 2023 or early 2024 and is a significant step towards the Foundation's \$500,000 annual scholarship goal.

"We are thrilled with the progress that we have made so far in our fundraising efforts," said Mike Layne, Director of the SBVC Foundation. "Thanks to the generosity of our donors, we are able to make a significant impact in the lives of our students."



# HIGHLIGHTS

## GOAL 3

BE A LEADER AND PARTNER  
IN ADDRESSING REGIONAL  
ISSUES.

## SBVC WORKS WITH OMNITRANS TO PROVIDE APPRENTICE TRAINING



San Bernardino Valley College and Omnitrans are joining forces for an apprenticeship program that will benefit Inland Empire students looking for first-rate mechanical training from expert instructors.

The program, in agreement with Teamsters Union 166, is now going through the approval process with the California Division of Apprenticeship Standards (DAS). Once the program is officially given the green light, apprenticeship students will enroll in SBVC's heavy/medium duty truck technology department. Upon completion, the students will be eligible to apply for positions at Omnitrans.

"Omnitrans is very pleased to be partnering with San Bernardino Valley College on a new apprenticeship program," Omnitrans Technical Services Manager Victoria Chesney said. "We look forward to complementing the academic experience local students receive at SBVC by providing hands on technological experience that will help them, and our agency, to prepare for the zero emissions bus fleets that represent the future of environmental sustainability in our region."

## SBVC COUNSELING HOSTS GRAD CHECK FESTIVAL FOR THE CLASS OF 2023

The SBVC Counseling Department hosted a Grad Check Festival for the Class of 2023 at the Lois Carson Campus Center on February 21. The Festival was an opportunity for students to get a graduation check, apply for graduation with a counselor, sign up for additional graduation ceremonies and events, play games, and win graduation regalia and other prizes.

In an effort to reach as many students as possible, no appointments were required in order to meet with a counselor during the event. Students trickled in throughout the 4-hour Grad Check Fest, eager for a chance to sit down with a counselor to receive guidance on joining the graduating Class of 2023. Many students were unsure about how many credits they had, which classes they still needed to take, and whether they were on track to graduate on time. Each student was welcomed by a counselor who carefully looked over their transcripts, discussed their options, and offered advice to ensure their academic success.





# HIGHLIGHTS



## BIG BROTHERS BIG SISTERS WORKPLACE MENTORING PROGRAM OFFERS SBVC STUDENTS A JUMPSTART ON PROFESSIONAL SUCCESS

On February 2, the Big Brothers Big Sisters' Workplace Mentoring Program of the Inland Empire held a lunch and learn event for SBVC students to learn about the benefits of its program for SBVC students, hosted in partnership with SBVC's Student Equity division. Through the mentoring program, students are partnered with skilled professionals with exposure to major corporations to develop the real-life skills necessary for future career success.

The program is open to students 18 and older, who live in the Inland Empire, attend SBVC or another local participating community college, and commit to attending monthly mentoring sessions. Participants are matched with mentors from local businesses who have similar interests and personalities. By working with students as they transition from school to the workforce, program mentors are helping them strengthen vital professional skills, build their resumes, and enhance their networking abilities. Students who attended the lunch shared positive feedback. One student, Giovanni, said he liked the idea of "having guidance from a mentor that has experience and knowledge that they can share."

"It is important that our students are exposed to our community partners in ways that they can connect and network," Sharaf Williams, associate dean of student support services, said. "In addition, it shines a spotlight on what is great in the Inland Empire, and that there are additional resources and support out there." After successful completion of the mentorship program, students will receive a reference letter from their mentor, a LinkedIn badge, and a certificate. The program provides the support and training necessary to help even more students succeed throughout their academic efforts and beyond.



**GOAL 2**

**BE A DIVERSE, EQUITABLE,  
INCLUSIVE, AND  
ANTI-RACIST INSTITUTION.**

## **CLUB RUSH SIGNALS THE RETURN OF STUDENT CLUBS TO THE SBVC CAMPUS**

Club Rush celebrated the return of clubs to campus on March 7. With the return of student clubs to SBVC, students now have more opportunities to participate in activities that interest them, collaborate with like-minded individuals, and build a stronger connection within the campus community.

San Bernardino Valley College is taking steps to encourage more student involvement by bringing back student clubs to its campus. The idea behind reinstating these clubs is to give students the opportunity to engage in activities. The clubs aim to provide a sense of community amongst students, allowing them to meet people who share similar interests, and create long-lasting friendships. It also helps students develop leadership, teamwork, and communication skills, which are all essential skills that one can utilize in any field.

SBVC Interim President Dr. Linda Fontanilla believes that bringing back student clubs to campus will not only increase student engagement but also enhance each student's college experience. "Our goal is to create a supportive and inclusive environment for all students," she said. "Having student clubs on campus is one way to make this more attainable."





**GOAL 1**  
**ELIMINATE BARRIERS TO**  
**STUDENT ACCESS**  
**AND SUCCESS.**

## Student Spotlight | **NELVA & DYAMI RUIZ-MARTINEZ**

Whether it's advocating for student needs in Washington, D.C. or planning a campus-wide event, brother and sister Dyami Ruiz-Martinez and Nelva Ruiz-Martinez are happy to do it together. The siblings are in Associated Student Government leadership, with Nelva serving as president and Dyami as executive vice president.

"We really got to experience student life at its prime," Dyami said. "For a lot of new students, their whole college experience has simply been behind a screen. That was our motivation to get into student government — to kick start student life back." Nelva agrees, and has found "it's also been really rewarding to advocate for students. That's been our driving force."

The Ontario residents say that being in student government has strengthened their bond, making them an effective team. "We have a cohesive work environment, and that's one of the things that's helped us," Dyami said. "There has been a lot of critical thinking and problem solving, and it's good to have a wide range of diverse ideas."

Recently, Nelva and Dyami traveled to Washington, D.C., where they attended the Community College National Legislative Summit and visited the Hispanic Association of Colleges and Universities headquarters. While in D.C., they learned more about internship opportunities for SBVC students, made policy recommendations on streamlining the SNAP application process, and met with several California lawmakers, including California's United States Senator Alex Padilla and United States Representative Pete Aguilar.

Dyami and Nelva are both thankful to Chancellor Diana Z. Rodriguez, the Chancellor's Cabinet, and the Board of Trustees for funding the trip and extending the invitation to SBVC's student government. Both hope to inspire other students who have never been involved in student government to jump right in, and say being in leadership has helped sharpen their public speaking skills and helped them to interact with others in a more professional manner.



# EVENTS

## April 19

9:00 AM-2:00 PM

10:00 AM-1:00 PM

**Grad Fair**

LCCC Walkway

**SBVC Employment Fair**

B-100

## May 24

9:00 AM

**Commencement 2023**

San Manuel Stadium

[valleycollege.edu/commencement](http://valleycollege.edu/commencement)

## July 1

5:00 PM-9:00 PM

**SummerFest 2023**

Football Field

[valleycollege.edu/SummerFest](http://valleycollege.edu/SummerFest)



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