



San Bernardino Community College District  
 Board Meeting  
 August 10, 2023  
 4:00 pm Pacific Time

Meeting Location: SBCCD Boardroom  
 550 E. Hospitality Ln., Suite 200, San Bernardino, CA

Livestream

<https://www.youtube.com/@sanbernardinocommunitycoll42/streams>

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. 2023-07-13
- IV. **PRESENTATIONS/CELEBRATIONS**
  - A. Recognize Applause Cards Recipients For Extending Extra Effort to Provide Quality Service and Valued Assistance
  - B. Retirements
- V. **ACTION AGENDA**

- A. Authorize the Commencement of Process to Implement Military Equipment Policy
- B. Consideration to Approve Final Resolution No. 2023-08-10-HR01 PERS Safety Members Actuarial Valuations
- C. Resolution #2023-08-10-FP-01 Requesting the Board of Supervisors of San Bernardino County to Establish Tax Rate for Bonds
- D. Resolution #2023-08-10-FP-02 Authorizing Execution and Delivery of Documents Relating to the Sale and Delivery of SBCCD 2023 Certificates of Participation

## 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 - SBVC
- 2. Curriculum - CHC

### B. **Human Resources**

- 1. Appointment of Temporary Academic Employees
- 2. Adjunct and Substitute Academic Employees
- 3. Appointment of District Employees
- 4. Appointment of Interim Managers
- 5. Classification Advancement for Academic Employees
- 6. Management Tuition Reimbursement
- 7. Non-Instructional Pay
- 8. Payment of Stipends
- 9. Reclassification of Employees
- 10. Reorganization of Employees
- 11. Revise Rates of Pay for Professional Expert and Short-Term Employees

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

- 1. Resolution #2023-08-10-FS-01 Approving Transfers to the Reserve for Contingencies from Various Expenditure Classifications
- 2. Resolution #2023-08-10-FS-02 Establishing a Separate Bank Account for the Certificates of Participation Funds
- 3. Contracts at or Above \$109,300
- 4. District College Expenses



5. Individual Memberships
6. Interfund Borrowing Transactions

**D. Facilities**

1. Master Services Agreements & Task Orders for Bond Construction

**VII. REPORTS**

*Time is limited to 3 minutes per group*

**A. Board Committee & Activity Reports**

1. Board Finance Committee (BFC)
2. Board Legislative Committee (BLC)
  - i. Mid-Year Advocacy Progress Report
3. Board Policy & Procedures Committee (BPPAC)

**B. Regional and State Reports**

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

**C. Chancellor's Report**

**D. Represented Groups**

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. San Bernardino Valley College President
2. Crafton Hills College President
3. Executive Vice Chancellor
4. Vice Chancellor of Human Resources & Police Services
5. Vice Chancellor of Educational & Student Support Services

**VIII. INFORMATION ITEMS**

- A. Board Master Action Planning Calendar

- B. Budget Revenue & Expenditure Summary
- C. Construction Change Orders and Amendments - Measure CC
- D. Construction Change Orders and Amendments - Non-Bond
- 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 Order Report
- 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  
Non-Represented Groups: CSEA, CTA, POA,  
Management/Supervisors, and Confidential Employees
- B. Conference with Labor Negotiator  
Government Code 54957.6  
Agency Representative: Mark Thompson, Atkinson, Andelson, Loya,  
Ruud & Romo  
Unrepresented Employee: Chancellor
- C. Public Employee Discipline/Dismissal/Release/Non Re-Employment  
Government Code 54957
- D. Conference with Legal Counsel – Anticipated Litigation  
Significant Exposure to Litigation Pursuant to Subdivision (d)(2) and  
(e) of Government Code Section 54956.9
- E. Conference with Legal Counsel – Existing Litigation  
Government Code 54956.9(e)(3) or (d)(1)
- F. Public Employee Performance Evaluation  
Government Code Section 54957(b)(1)  
Title: Chancellor

**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  
August 31, 2023 at 4:00 PM  
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 – July 13, 2023 (Unofficial -submitted for Board Approval 8/10/23)

Location: SBCCD Boardroom, 550 E. Hospitality Ln., Suite 200, San Bernardino, CA  
 Teleconference: <https://sbccd-edu.zoom.us/j/85253681277?from=addon>  
 Livestream: <https://www.youtube.com/@sanbernardinocommunitycoll42/streams>  
 Meeting materials: [www.sbccd.edu/govenda](http://www.sbccd.edu/govenda)

MEMBERS PRESENT	ADMINISTRATORS PRESENT
Anne L. Viricel, Vice Chair (via teleconference) Joseph R. Williams, Clerk Nathan Gonzales, Trustee John Longville, Trustee Gloria Macias Harrison, Trustee Frank Reyes, Trustee Michelle Ly, CHC Student Trustee (advisory) Dyami Ruiz-Martinez, SBVC Student Trustee (advisory)	Diana Z. Rodriguez, Chancellor Delmy Spencer, CHC Vice President Linda Fontanilla, SBVC Interim President Kristina Hannon, VC Human Resources & Police Services Nohemy Ornelas, VC Educational & Student Support Services Angel Rodriguez, Associate Vice Chancellor Government Relations & Strategic Communications
MEMBERS ABSENT	ADMINISTRATORS ABSENT
Stephanie Houston, Chair	Jose F. Torres, Executive Vice Chancellor Kevin Horan, CHC President

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

Clerk Williams called the meeting to order at 4:00 PM. Trustee Gonzales led the pledge of allegiance.

Clerk Williams announce that the San Bernardino Community College District Board of Trustee meeting is conducted pursuant to California Government Code Section 54953. Trustee Viricel is participating by zoom conference. In accordance with the Ralph M. Brown Act, the teleconference location has been identified in the notice and agenda for this meeting.

[ROLL CALL] Trustee Gonzales, Trustee Macias Harrison, Trustee Houston (absent), Trustee Longville, Trustee Reyes, Trustee Viricel, Student Trustee Ly, Student Trustee Ruiz-Martinez, and myself, Trustee Williams.

All Board members present have indicated that they were able to hear all trustees clearly.

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

- Shalita Tillman
- Veada Benjamin
- Arial Davis
- Yendis Battle

#### III. APPROVAL OF MINUTES

A. 2023-06-05

Motion: to approve the 06/11/23 minutes.

Moved by Trustee Longville. Seconded by Trustee Reyes.

Roll call vote: AYES: Gonzales, Harrison, Longville, Reyes, Viricel, Williams, Ly, Ruiz-Martinez

NOES: None

ABSTAIN: None

ABSENT: Houston

Motion passed

#### IV. PRESENTATIONS/CELEBRATIONS

A. Applause Cards

The Board recognized applause recipients for extending extra effort to provide quality service and valued assistance.

**B. Retirements**

- Michael Alder, Professor, Fire Technology, CHC

Michael Alder has submitted a letter of intent to retire effective August 2, 2023, after 11 years of service with the District. Michael started his career at CHC in March of 2012 as an adjunct. In 2018, Michael became a tenured academic employee, where he remained until retirement.

- Janine Ledoux, Professor Physical Education, CHC

Janine Ledoux has submitted a letter of intent to retire effective August 4, 2023, after 34 years of service with the District. Janine started her career at CHC in August of 1989 as a tenure track professor. In 1995, Janine became a tenured academic employee, where she remained for the remainder of her career.

- Deborah Trusheim, Professor, Nursing, SBVC

Deborah Trusheim has submitted a letter of intent to retire effective July 3, 2023 after 4.5 years of service with the District. Deborah started her career at SBVC as an adjunct in 2018 and in January of 2019 she was hired as tenure track Assistant Professor, Nursing. In 2021, Deborah became a tenured academic employee, where she remained for the remainder of her career.

The commitment and dedication these individuals have shown to student success is unwavering. The District is truly grateful for their years of service and congratulates them on their retirement.

**V. ACTION AGENDA**

- A. Consideration of Approval to Adopt the Amendment of SAWCX II JPA Agreement and By-laws

Motion: Approval to adopt the amendment of SAWCX II JPA Agreement and By-laws

Moved by Trustee Harrison. Seconded by Trustee Gonzales.

Roll call vote: AYES: Gonzales, Harrison, Longville, Reyes, Viricel, Williams, Ly, Ruiz-Martinez  
NOES: None  
ABSTAIN: None  
ABSENT: Houston

Motion passed

- B. Consideration to Approve Resolution of Intention PERS Safety Members Actuarial Valuations

Motion: to approve resolution of intention PERS Safety Members Actuarial Valuations

Moved by Trustee Harrison. Seconded by Trustee Reyes.

Roll call vote: AYES: Gonzales, Harrison, Longville, Reyes, Viricel, Williams, Ruiz-Martinez  
NOES: None  
ABSTAIN: Ly  
ABSENT: Houston

Motion passed

C. Public Hearing and Acknowledgement of Initial Proposals to Negotiate Successor Agreement Between SBCCD and SBCCDPOA

Pursuant to Government Code 3547, Trustee Williams opened the hearing for public comment on the initial proposals to negotiate the 2023-2026 Successor Contract between SBCCD and the SBCCDPOA.

No comments

Trustee Williams closed public hearing.

Motion: Acknowledge these proposals and the parties commence negotiations.

Moved by Trustee Harrison. Seconded by Trustee Gonzales.

Roll call vote: AYES: Gonzales, Harrison, Longville, Reyes, Viricel, Williams, Ly, Ruiz-Martinez  
NOES: None  
ABSTAIN: None  
ABSENT: Houston

Motion passed

D. Public Hearing and Acknowledgement of Initial Proposals to Negotiate Successor Agreement Between CSEA and SBCCD

Pursuant to Government Code 3547, Trustee Williams opened the hearing for public comment on the initial proposals to negotiate the 2023-2026 Successor Contract between CSEA and the initial proposals to negotiate the 2023-2026 Successor Contract between CSEA and the SBCCD.

No comments

Trustee Williams closed public hearing.

Motion: Acknowledge these proposals and the parties commence negotiations.

Moved by Trustee Harrison. Seconded by Trustee Longville.

Roll call vote: AYES: Gonzales, Harrison, Longville, Reyes, Viricel, Williams, Ly, Ruiz-Martinez  
NOES: None  
ABSTAIN: None  
ABSENT: Houston

Motion passed

E. Public Hearing and Acknowledgement of Initial Proposals to Negotiate Successor Agreement Between SBCCD and CSEA

Pursuant to Government Code 3547, Trustee Williams opened the hearing for public comment on the initial proposals to negotiate the 2023-2026 Successor Contract between SBCCD and the CSEA as attached.

No comments

Trustee Williams closed public hearing.

Motion: Acknowledge these proposals and the parties commence negotiations.

Moved by Trustee Gonzales. Seconded by Trustee Reyes.

Roll call vote: AYES: Gonzales, Harrison, Longville, Reyes, Viricel, Williams, Ly, Ruiz-Martinez  
NOES: None  
ABSTAIN: None  
ABSENT: Houston

Motion passed

## F. Consideration of Approval of Employment Contract for Chancellor

Government Code section 54953(c)(3) requires that prior to action on proposed compensation for a local agency executive, the terms of the agreement must be orally reported in open session. The proposed agreement is for a term of four years, the starting base salary is \$394,460,000. The benefits are health & welfare, sick leave, vacation, and holidays. Additional benefits are professional dues and memberships, attendance at professional conferences, cellular telephone use, and transportation and expenses.

Motion: Approve the employment contract for the chancellor as orally read and presented.

Moved by Trustee Reyes. Seconded by Trustee Harrison.

Roll call vote: AYES: Gonzales, Harrison, Longville, Reyes, Viricel, Williams, Ly, Ruiz-Martinez  
NOES: None  
ABSTAIN: None  
ABSENT: Houston

Motion passed

## G. Salary Placement for Executive Managers

Motion: Approve the Salary Placement for Executive Managers as presented.

Moved by Trustee Harrison. Seconded by Trustee Viricel.

Roll call vote: AYES: Gonzales, Harrison, Longville, Reyes, Viricel, Williams, Ly, Ruiz-Martinez  
NOES: None  
ABSTAIN: None  
ABSENT: Houston

Motion passed

## VI. CONSENT AGENDA

## A. Instruction/Student Services

1. None

## B. Human Resources

1. Adjunct and Substitute Academic Employees
2. Appointment of Temporary Academic Employees
3. Classification Advancement for Academic Employees
4. Non-Instructional Pay
5. Payment of Stipends
6. Management Job Description
7. Consideration of Approval of Revised Salary Schedule Increase for Management Employees
8. Appointment of Interim Managers
9. Appointment of District Employees
10. Classified Job Descriptions and Revision to Salary Schedule
11. Reorganization of Employees
12. Reclassification of Employees
13. Consideration of Approval of Revised Salary Schedule
14. Increase Confidential-Supervisory Employees

## C. Business &amp; Fiscal Services

1. Adopt Resolution #2023-07-13-FS-01 Approving Transfers of Appropriations for the 2023-24 Fiscal Year
2. Adopt Resolution #2023-07-13-FS-03 Approving Transfers to the Reserve for Contingencies from Various Expenditure Classifications
3. Interfund Borrowing Transactions
4. District & College Expenses
5. Individual Memberships Conference Requests
6. Conference Requests
7. Contracts at or Above \$109,300 (Joseph to abstain- RUSD contract)
8. Surplus Property and Authorization for Private Sale or Disposal

D. Facilities

1. Adopt Resolution #2023-07-13-FP-01 ratifying an agreement for the acquisition of Real Property identified as approximately 15 acres at West Inland Center Drive, City and County of San Bernardino CA, San Bernardino County Assessor Parcel Numbers (APN) attached as Exhibit "A" ("Property")
2. Adopt Resolution #2023-07-13-FP-02 ratifying Change Order CC01-3610 which exceeds 10% of the GA Technical Services contract for services related to the SBVC Campus-Wide Infrastructure Project
3. Approve Amendment 01 to the Design-Build Agreement with W. E. O'Neil Construction Company of Rancho Cucamonga, CA in the amount of \$418,359
4. Award Bid #03-2223-10 | Renovation at 560 E Hospitality Lane, Suite 150, and contract, to Caliber Construction Inc. of Brea, CA in the amount of \$ 454,548
5. Award Bid #03-2223-12 and Contract for Renovation at 560 E. Hospitality Lane Third Floor
6. Master Services Agreements and Task Orders for Bond Construction

Clerk Williams pulled item VI.C.7 - Contracts at or Above \$109,300.

Motion: to approve the consent agenda with the exception of item VI.C.7 - Contracts at or Above \$109,300

Moved by Trustee Longville Seconded by Trustee Reyes.

Roll call vote: AYES: Gonzales, Harrison, Longville, Reyes, Viricel, Williams, Ly, Ruiz-Martinez  
NOES: None  
ABSTAIN: None  
ABSENT: Houston

Motion passed

**ITEM PULLED FOR SEPARATE ACTION**

VI.C.7 - Contracts at or Above \$109,300

Clerk Williams recused himself from voting on item VI.C.7 Contract at or Above \$109,300

Moved by Trustee Harrison Seconded by Trustee Longville.

Roll call vote: AYES: Gonzales, Harrison, Longville, Reyes, Viricel, Ly, Ruiz-Martinez  
NOES: None  
ABSTAIN: Williams  
ABSENT: Houston

Motion passed

**VII. REPORTS**

Brief reports were provided orally. All written reports are uploaded and can be referenced at [www/sbccd.edu/Govenda](http://www/sbccd.edu/Govenda)

- A. Board Committee & Activity Reports
  1. Board Finance Committee (BFC) – Did not meet, no report.
  2. Board Legislative Committee (BLC) - Trustee Reyes
- B. Regional and State Reports
  1. Board of Governors (BOG) – Trustee Williams
  2. Women's Caucus – No report
  3. Joint Powers Authority – No report
- C. Chancellor's Report
- D. Represented Groups
  1. San Bernardino Valley College Academic Senate – No report
  2. San Bernardino Valley College Classified Senate – No report
  3. San Bernardino Valley College Associated Students – No report
  4. Crafton Hills College Academic Senate – No report
  5. Crafton Hills College Classified Senate – Karen Peterson
  6. Crafton Hills College Associated Students – No report



7. CSEA – No report
8. CTA – Amber Wallick
9. Police Officers Association – No report

**E. Staff Reports**

1. San Bernardino Valley College President – Interim President Linda Fontanilla
2. Crafton Hills College President – Vice President Delmy Spencer
3. Executive Vice Chancellor – No Report
4. Vice Chancellor of Human Resources & Police Services – Vice Chancellor Kristina Hannon
5. Vice Chancellor of Educational & Student Support Services – No Report

**VIII. INFORMATION ITEMS**

- A. Board Master Action Planning Calendar
- B. Budget Revenue & Expenditure Summary
- C. Construction Contract Awards Subject to UCCAP
- D. Contracts Below \$109,300
- E. General Fund Cash Flow Analysis
- F. Summary of Measure CC Construction Change Orders and Amendments
- G. Purchase Orders
- H. Quarterly Financial Status Report
- I. Advancement in Rank
- J. Lexipol Policies and Procedures
- K. MOUs between SBCCD and the POA
- L. MOUs between SBCCD and the CSEA
- M. Professional Expert Short-Term and Substitute Employees
- N. Resignations
- O. Retirements
- P. Volunteers

**IX. ANNOUNCEMENT OF CLOSED SESSION ITEMS**

- A. Conference with Labor Negotiators Government Code 54957  
Agency Representatives: Diana Rodriguez and Kristina Hannon  
CSEA, CTA, POA, Mgmt/Superv, 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)  
(1 case)
- 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

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

None.

**XI. CONVENE CLOSED SESSION**

The Board convened to closed session at 5:00 p.m.

**XII. RECONVENE PUBLIC MEETING**

Clerk Williams reconvened the public meeting at 6:05 p.m.

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

There was no action by the Board.

**XIV. ADJOURNMENT**

The next meeting of the Board: Strategy Session  
July 27, 2023, at 4:00 PM, SBCCD Boardroom  
Clerk Williams adjourned the meeting at 6:06 p.m.

The Board of Trustees approved the July 13, 2023, minutes on \_\_\_\_\_.

\_\_\_\_\_  
Joseph R. Williams, Clerk  
SBCCD Board of Trustees

\_\_\_\_\_  
Heather Ford, Senior Executive Administrative Assistant  
SBCCD Office of the Chancellor

Not Yet Approved

## **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:** August 10, 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 and included in the board 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.



# APPLAUSE CARDS

Submitted for Information August 10, 2023

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
Crafton Hills College	Evelyn	Linares	Outreach and Educational Partnerships	Evelyn was awesome with the family of an alumni student today on tour. What an awesome person to represent Crafton.	Frances Southerland-Amsden
Crafton Hills College	Ericka	Paddock	Student Life	Watching Ericka interact with the family of a student today made me proud to be a Crafton Alum and also an employee. Thank you, Ericka!	Frances Southerland-Amsden
Crafton Hills College	Erika	Sherman	Basic Needs	Erika has been supportive of my situation being an at-risk homeless student since Fall 2022. I just want her to receive recognition for the dedication and support she has shown to me and to fellow students at Crafton Hills College.	Eno Ly

# APPLAUSE CARDS

Submitted for Information August 10, 2023

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
DSO	Shari	Blackwell	TESS	Courage, Kindness, Respect, Character. These are qualities that define us as human beings, and propel us to greatness!	Rosita L. Moncada
DSO	Virginia	Diggle	Business Services	Thank you Virginia for your help on object code guidelines. You are always available to explain district processes and you work collaboratively with our division to help us meet student needs. Your hard work, professionalism, and positive attitude make our jobs easier and we appreciate you!	Career Education & Human Development
DSO	Hassan	Mirza	Facilities	Your work of kindness to others, it not only changes you, it changes the World!	Rosita L. Moncada
DSO	Damon	Smith	Warehouse	We appreciate you for always delivering our items promptly. Thank you for all that you do!	Amelia Gonzales

# APPLAUSE CARDS

Submitted for Information August 10, 2023

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
San Bernardino Valley College	Erik	Babino	Maintenance	Thank you Erik for your hard work. It goes unnoticed!!!	Amelia Gonzales
San Bernardino Valley College	Mandi	Batalo	Art Department	Appreciate your dedication to the Art Department and our Community! Your support during SUMMERFEST was much appreciated!	Anonymous
San Bernardino Valley College	Melissa	Carmell	Admissions & Records	Thank you for working together to bring student success! We appreciate your dedication!	Amelia Gonzales
San Bernardino Valley College	Jessy	Lemieux	Chemistry	Dr Lemieux always gives 120%. What ever or however long it takes to help you understand, he will happily instruct. Ever grateful for his patience.	Anononymous Student
San Bernardino Valley College	Dr. Craig	Luke	Counselor	Helped with classes.	Natalia Sandoval
San Bernardino Valley College	Kenny	Melancon	Tech Division - Diesel	Kenny, we appreciate you for always assisting us with our training vehicle. We appreciate you!	Amelia Gonzales

# APPLAUSE CARDS

Submitted for Information August 10, 2023

SAN BERNARDINO  COMMUNITY COLLEGE DISTRICT

SITE	NAME		DEPARTMENT	RECOGNITION	RECOGNIZED BY
San Bernardino Valley College	Debbie	Orozco	Counseling	Thank you for making a difference in the lives of our police academy students. Thank you for your hard work and dedication. It goes unnoticed!	Amelia Gonzales
San Bernardino Valley College	Kenneth	Reese	Maintenance	Thank you Ken for your hard work. It goes unnoticed!!!	Amelia Gonzales
San Bernardino Valley College	Michael	Slusser	English	Thank you for being accommodating and assisting our student to access your on campus class via online.	Monique Aycock, SAS Counselor
San Bernardino Valley College	Catalina	Trasporte	Arts & Humanities Division	Appreciate your dedication to the division and community! Your support during SUMMERFEST was much appreciated!	Anonymous
San Bernardino Valley College	Gino	Vargas	Maintenance	Thank you Gino for your hard work. It goes unnoticed!!!	Amelia Gonzales

## **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:** August 10, 2023

**SUBJECT:** Retirement Recognition

### **RECOMMENDATION**

This item is for information only.

### **OVERVIEW**

The Board would like to recognize and celebrate the following staff on their retirement from San Bernardino Community College District.

Ben Nguyen, Custodian, CHC

Ben Nguyen retired effective June 29, 2023, after 30 years of service with the District. Ben started his career at CHC in August of 1994 as a Custodian, where he remained for the entirety of his career.

The commitment and dedication this individual has shown to student success is unwavering. The District is truly grateful for their years of service and congratulates them on their retirement.

### **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**

**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:** August 10, 2023

**SUBJECT:** Consideration of Approval to Authorize the Commencement of Proceedings for the Consideration of the Military Equipment Use Policy in Accordance with AB 481

### **RECOMMENDATION**

- 1) It is recommended that the Chair of the Board of Trustees approve the commencement of the process to develop a military equipment use policy in accordance with AB 481.
- 2) It is further recommended that the Chancellor or designee will provide an opportunity for a public hearing to review and comment on any proposed military equipment use policy within the next 180 days in accordance with AB 481. Only after the public comment process authorized by AB 481 will the San Bernardino Community College District Board of Trustees vote on whether a military equipment use policy is appropriate for the District.

### **OVERVIEW**

Government Code 7071 law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Brown Act prior to using any new or existing military equipment.

### **ANALYSIS**

This board item makes public the proposal to commence the process to develop a military equipment use policy in accordance with AB 481. In doing so the District may continue utilizing existing necessary equipment which is now deemed military equipment under AB 481.

### **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.



**BEFORE THE GOVERNING BOARD  
OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION NO. 2023-08-10-HR01**

**A RESOLUTION OF THE GOVERNING BOARD OF THE SAN  
BERNARDINO COMMUNITY COLLEGE DISTRICT AUTHORIZING  
THE COMMENCEMENT OF PROCEEDINGS FOR CONSIDERATION  
OF MILITARY EQUIPMENT USE POLICY IN ACCORDANCE WITH  
AB 481.**

**WHEREAS**, On September 30, 2021, California Governor Gavin Newsom signed AB 481 into law; and

**WHEREAS**, AB 481 requires the law enforcement agency of the San Bernardino Community College District (“SBCCD” or “District”), to obtain approval from the governing body to adopt a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to the Brown Act open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined; and

**WHEREAS**, AB 481 also requires approval of the continued use of military equipment in the SBCCD Police Department’s (“SBCCD PD”) possession acquired prior to January 1, 2022. AB 481 allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards; and

**WHEREAS**, the SBCCD PD has deployed the AR-15 semi-automatic rifles and Bean Bag Shotguns for over 6 years, which are now deemed “Military Equipment” under AB 481.

**WHEREAS**, the SBCCD PD officers have a continued need to deploy the AR-15 semi-automatic rifle, an effective weapon necessary to defend students, faculty, members of the public, and the officers themselves in the event of an active shooter, hostage situation, or when encountering an individual or individuals with body armor.

**WHEREAS**, the SBCCD PD officers have a continued need to deploy the Bean Bag Shotguns, an effective less lethal option. SBCCD PD Officers are committed to reducing the potential for violent confrontations. Bean Bag (kinetic energy) projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.

**NOW, THEREFORE, BE IT RESOLVED**, that the San Bernardino Community College District Board of Trustees approves the commencement of the process to develop a military equipment use policy in accordance with AB 481.

**BE IT FURTHER RESOLVED**, that the District Chancellor or designee will provide an opportunity for a public hearing to review and comment on any proposed military equipment use policy within the next 180 days in accordance with AB 481.

**BE IT ALSO RESOLVED**, that only after the public comment process authorized by AB 481 will the San Bernardino Community College District Board of Trustees vote on whether a military equipment use policy is appropriate for the District.

PASSED AND ADOPTED by the Governing Board of the San Bernardino Community College District of San Bernardino County on this 10<sup>th</sup> day of August 2023 by the following votes:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I HEREBY CERTIFY that the foregoing resolution was duly introduced, passed and adopted at the time and place and by the vote stated.

\_\_\_\_\_  
Diana Z. Rodriguez, Secretary to the Governing Board of the San Bernardino Community College District

## Military Equipment

### 706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

#### 706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070)

**Governing body** – The elected or appointed body that oversees the Department.

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue handguns.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.

## *Military Equipment*

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- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

### **706.2 POLICY**

It is the policy of the San Bernardino Community College District Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

### **706.3 MILITARY EQUIPMENT COORDINATOR**

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as a liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of the San Bernardino Community College District Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  1. Publicizing the details of the meeting.
  2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

### **706.4 MILITARY EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the Department:

- Remington 870 12- Gauge 2 <sup>3</sup>/<sub>4</sub> Shotgun Less-Lethal Shotgun with orange-colored stock and forestock/forend.

## *Military Equipment*

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- Colt AR-15 .223/5.56 NATO Rifle

### **706.5 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

### **706.6 COORDINATION WITH OTHER JURISDICTIONS**

Other law enforcement agencies and their members who respond to assist with incidents in this jurisdiction shall use their military equipment in accordance with their agencies' policies.

### **706.7 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072)

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in the department inventory.

*Military Equipment*

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**706.8 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

DRAFT

**San Bernardino Community College District Police Department****Attachment A to Policy 706 - Military Equipment Use Policy****Equipment Type:**

SEMIAUTOMATIC PATROL RIFLES.

**Quantity Owned:**

8 Patrol Rifles.

**Capabilities:**

The Colt AR-15 semiautomatic carbine rifle is a standard issue firearm for sworn member of the police department. It fires 5.56 (.223 caliber) ammunition and is capable of firing at greater distances and with greater accuracy than Department-issued pistols.

**Manufacturer's Description:**

Colt AR-15 .223/5.56 NATO Rifle.

**Ammunition Utilized:**

Federal or Remington .223 Caliber (5.56 NATO).

**Lifespan:**

Approximately 25 years or 30,000 rounds.

**Purpose/Authorized Uses:**

Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include, but are not limited to:

- (a) Situations where the officer reasonably anticipates an armed encounter.
- (b) When an officer is faced with a situation that may require the delivery of accurate and effective fire at long range.
- (c) Situations where an officer reasonably expects the need to meet or exceed a suspect's firepower.
- (d) When an officer reasonably believes that there may be a need to deliver fire on a barricaded suspect or a suspect with a hostage.
- (e) When an officer reasonably believes that a suspect may be wearing body armor.
- (f) When authorized or requested by a supervisor.



- (g) When needed to euthanize an animal.

**Fiscal Impacts:**

The semiautomatic rifles and associated equipment/accessories have already been purchased over time. Ongoing maintenance, ammunition, and/or replacement costs will vary.

**Legal/Procedural Rules Governing Use:**

All applicable local, state, and federal laws governing police use of force as well as all applicable San Bernardino Community College District Police Department policies concerning Use of Force and Firearms.

**Training Required:**

Officers are required to successfully complete departmental training. This training shall consist of an initial 16-hour patrol rifle user's course and qualification score with a certified patrol rifle instructor. Officers shall thereafter be required to successfully complete quarterly training and qualify semi-annually with a certified patrol rifle instructor.

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**Equipment Type:**

Remington 870 Shotgun with orange-colored stock and forestock/forend for Bean Bag deployment.

**Quantity Owned:**

2 Bean Bag shotguns.

**Capabilities:**

Bean Bag shotguns can fire a 12-gauge bean bag round with a maximum effective range of sixty feet.

**Manufacturer's Description:**

The Remington Model 870™ is a pump-action shotgun design with ultimate strength, durability, silky-smooth bind-free action, with sleek and classical lines. As one of the most popular shotguns, the Model 870 is offered in dozens of configurations to suit hundreds of applications.

**Ammunition Utilized:**

Safariland Defense Technology 12 gauge Drag Stabilized Bean Bag Round.

**Lifespan:**

Approximately 25 years or 30,000 rounds.

**Purpose/Authorized Uses:**

This department is committed to reducing the potential for violent confrontations. Bean Bag (kinetic energy) projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.

Circumstances appropriate for deployment include, but are not limited to, situations in which:

- (a) The suspect is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions.
- (b) The suspect has made credible threats to harm him/herself or others.
- (c) The suspect is engaged in riotous behavior or is throwing rocks, bottles or other dangerous projectiles at people and/or officers.
- (d) There is probable cause to believe that the suspect has already committed a crime of violence and is refusing to comply with lawful orders.

**Fiscal Impacts:**

The bean bag shotguns and associated equipment/accessories have already been purchased over time. Ongoing maintenance, ammunition, and/or replacement costs will vary.

**Legal/Procedural Rules Governing Use:**

All applicable local, state, and federal laws governing police use of force as well as all applicable San Bernardino Community College District Police Department policies concerning Use of Force and Firearms.

**Training Required:**

All sworn personnel receive their initial less lethal/munitions training during the basic POST police academy training course. Upon joining our Department, all sworn personnel receive a two-hour (2) refresher course every 24 months on less lethal/munitions at the trimester training at the San Bernardino Co. Sheriff's Department.

## **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:** August 10, 2023

**SUBJECT:** Consideration of Approval to Adopt Final Resolution No. 2023-08-10-HR01 to Approve Contract between SBCCD and CalPERS

### **RECOMMENDATION**

It is recommended that the Board of Trustees adopt the Final Resolution No. 2023-08-10-HR01 to approve a contract between San Bernardino Community College District and CalPERS to participate in with the prepared CalPERS Safety Member Actuarial Valuations effective September 1, 2023.

### **OVERVIEW**

The San Bernardino Community College District participation in a CalPERS Safety Retirement System, effective September 1, 2023 for School Safety Members as defined in Government Code Section 20444.

### **ANALYSIS**

The recommendation to participate in the CalPERS Safety plan for School Safety Members is based on an analysis of several factors, including the need to remain competitive in the job market. Future annual costs of the proposed contract is estimated to be \$121,343.02, which would result in an estimated \$89,814.97 savings to the District.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution
3. Resource Management for Efficiency, Effectiveness and Excellence

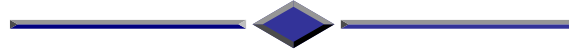
### **FINANCIAL IMPLICATIONS**

The cost for participation in this plan is included in the appropriate 2023-2024 budgets.

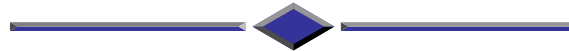




California  
Public Employees' Retirement System



**CONTRACT**  
**Between the**  
**Board of Administration**  
**California Public Employees' Retirement System**  
**and the**  
**Board of Trustees**  
**San Bernardino Community College District**



In consideration of the covenants and agreement hereafter contained and on the part of both parties to be kept and performed, the governing body of above public agency, hereafter referred to as "Public Agency", and the Board of Administration, Public Employees' Retirement System, hereafter referred to as "Board", hereby agree as follows:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 57 for local safety members.
2. Public Agency shall participate in the Public Employees' Retirement System from and after September 1, 2023 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:

- a. Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - b. Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
  - c. Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
- a. School Safety Members (herein referred to as local safety members).
5. Any exclusion(s) shall remain in effect until such time as the Public Employees' Retirement System determines that continuing said exclusion(s) would risk a finding of non-compliance with any federal tax laws or regulations. If such a determination is contemplated, the Public Employees' Retirement System will meet with the Public Agency to discuss the matter and coordinate any required changes or amendments to the contract.
- In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
- a. **MISCELLANEOUS MEMBERS; AND**
  - b. **FIREFIGHTERS.**
- 6.. The percentage of final compensation to be provided for local safety members for each year of credited prior service is 0% and the percentage of final compensation to be provided for each year of credited current service is 100% and determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Supplemental to Federal Social Security).
7. Public Agency elected and elects to be subject to the following optional provisions:
- a. Section 20444 ("School Safety Member" shall include any officer or employee of a school district or community college district as described in Government Code Section 20444).
  - b. Section 20042 (One-Year Final Compensation) for classic members only.

- 8. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local safety members of said Retirement System.
- 9. Public Agency shall also contribute to said Retirement System as follows:
  - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
- 11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF TRUSTEES  
SAN BERNARDINO COMMUNITY  
COLLEGE DISTRICT

BY \_\_\_\_\_  
MELODY BENAVIDES, CHIEF  
PENSION CONTRACTS AND PREFUNDING  
PROGRAMS DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**RESOLUTION AUTHORIZING A CONTRACT**

**No. 2023-08-10-HR01**

WHEREAS, the Public Employees' Retirement Law provides for the participation of a Public Agency in the California Public Employees' Retirement System, making its employees members of said System; and

WHEREAS, the Board of Trustees of the San Bernardino Community College District on August 10, 2023, adopted a Resolution giving notice of intention to approve a contract providing for such participation; and

WHEREAS, the employees of said public agency, whose memberships in said Retirement System are contemplated, have approved said participation, by majority vote;

NOW, THEREFORE, BE IT RESOLVED, that a contract between the Board of Trustees of the San Bernardino Community College District and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said contract being attached hereto and by such reference made a part hereof as though herein set out in full; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said contract for and on behalf of said public agency.

Adopted this 10th day of August, 2023.

\_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Clerk or Secretary

**California Public Employees' Retirement System**  
Financial Office | Pension Contracts & Prefunding Programs Division  
P.O. Box 942715, Sacramento, CA 94229-2715

**www.calpers.ca.gov**  
**888 CalPERS** (or 888-225-7377)  
TTY: (877) 249-744



CalPERS ID: 7548565539

Subject:  
**Certification of Governing Body's Final Action**

I hereby certify that the Board of Trustees of the San Bernardino Community College District considered and adopted on August 10, 2023, by an affirmative vote of a majority of the members of said Governing Body, Resolution No. 2023-08-10-HR01 approving the attached contractual agreement between the Governing Body of said Agency and the Board of Administration of the California Public Employees' Retirement System, a certified copy of said **Resolution** in the form furnished by said Board of Administration being attached hereto.

Adoption of the retirement benefit increase/change was not placed on the consent calendar.

\_\_\_\_\_  
Clerk/Secretary

\_\_\_\_\_  
Title

Date \_\_\_\_\_



**RESOLUTION FOR EMPLOYER PICK-UP**

WHEREAS, the San Bernardino Community College District has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the Board of Administration of the Public Employees' Retirement System adopted its resolution re section 414(h)(2) IRC on September 18, 1985; and

WHEREAS, the Internal Revenue Service has stated in December 1985, that the implementation of the provisions of section 414(h)(2) IRC pursuant to the Resolution of the Board of Administration would satisfy the legal requirements of section 414(h)(2) IRC; and

WHEREAS, the San Bernardino Community College District as determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to its employees who are members of the Public Employees' Retirement System:

NOW, THEREFORE, BE IT RESOLVED:

- I. That the San Bernardino Community College District will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code section 20691 to the Public Employees' Retirement System on behalf of its employees who are members of the Public Employees Retirement System. "Employee contributions" shall mean those contributions to the Public Employees' Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20691.
- II. That the contributions made by the San Bernardino Community College District to the Public Employees' Retirement System, although designated as employee contributions, are being paid by the San Bernardino Community College District in lieu of contributions by the employees who are members of the Public Employees' Retirement System.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the San Bernardino Community College District to the Public Employees' Retirement System.
- IV. That San Bernardino Community College District pay to the Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and paid by the San Bernardino Community College District to the Public Employees' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the Public Employees' Retirement Law (California Government Code sections 20000, et seq.).
- VI. That the contributions designated as employee contributions made by San Bernardino Community College District to the Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the Public Employees' Retirement System.

PASSED and ADOPTED by the governing body of the San Bernardino Community College District this 10th day of August 2023.

By: \_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date adopted and approved

## **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:** August 10, 2023

**SUBJECT:** Consideration of Approval to Adopt Resolution #2023-08-10-FP-01 Requesting the Board of Supervisors of San Bernardino County to Establish Tax Rate for Bonds of San Bernardino Community College District Expected to Be Sold During Fiscal Year 2023-24, and Authorizing Necessary Actions in Connection Therewith

### **RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution #2023-08-10-FP-01 requesting the Board of Supervisors of San Bernardino County to establish a tax rate for SBCCD bonds expected to be sold during fiscal year 2023-24 and authorizing necessary actions in connection therewith.

### **OVERVIEW**

An election was held in the San Bernardino Community College District on February 5, 2008, for the issuance and sale of general obligation bonds of the District for various college improvements in the maximum amount of \$500,000,000 (the "Measure M"). The District has previously issued four series of bonds under Measure M aggregating \$295,849,349.70. The schedule for issuing the fifth series of bonds authorized under Measure M (the "Bonds") currently anticipates selling such Bonds after the time that the Auditor-Controller of San Bernardino County (the "County") calculates the taxes to be levied for District bonded debt during fiscal year 2023-24. Therefore, this Resolution is being brought before the Board of Trustees now to formally request that, pursuant to Education Code Sections 15252-15254, the Board of Supervisors of the County adopt a tax rate and levy a tax for the Bonds. The tax rate will be based upon an estimated debt service schedule prepared or caused to be prepared by the District. The Resolution further authorizes the District officials to file a certified copy of the Resolution with the Board of Supervisors of the County and to deliver copies of the Resolution to the Auditor-Controller and Treasurer and Tax Collector of the County.

### **ANALYSIS**

Adoption of this Resolution is necessary to ensure that property taxes are levied during fiscal year 2023-24 for the payment of the Bonds. The Bonds are expected to be sold during fiscal year 2023-24 in the estimated amount of \$100 million.



**SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

**FINANCIAL IMPLICATIONS**

There is no fiscal impact to the General Fund resulting from the issuance of the Bonds, however, the anticipated sale of Measure M bonds would result in additional funding to support SBCCD's bond construction program.

**RESOLUTION #2023-08-10-FP-01 OF THE BOARD OF TRUSTEES OF THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
TO REQUEST THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY TO  
ESTABLISH TAX RATE FOR BONDS OF SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
EXPECTED TO BE SOLD DURING FISCAL YEAR 2023-24,  
AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH**

[v.7.24.2023.p.1]2]

WHEREAS, this Board of Trustees (the "Board") of the San Bernardino Community College District (the "District"), located in San Bernardino County (the "County"), California, is authorized to, and intends to, issue a series of its bonds for purposes authorized by the voters of the District on February 5, 2008 ("Measure M");

WHEREAS, the Board of Supervisors of the County is required to take action approving a tax rate for payment of indebtedness of the District during Fiscal Year 2023-24, and it is the responsibility of the Auditor-Controller of the County to calculate the several tax rates for the Board of Supervisors' action thereon;

WHEREAS, this Board has determined that it is not possible or advisable to sell the District's bonds in time to permit the Auditor-Controller, or other appropriate County official, of the County to calculate the tax rates necessary to pay debt service on such bonds in order that such tax rates may be reflected on 2023-24 property tax bills of taxpayers in the District;

WHEREAS, the Education Code of the State of California provides that the Board of Supervisors of each county shall annually, at the time of making the levy of taxes for county purposes, estimate the amount of money required to meet the payment of the principal of and interest on the bonds authorized by the electors of the District and not sold, and which the Board of Trustees of the District informs the Board of Supervisors in their belief will be sold before the next tax levy, and further provides that said Board of Supervisors shall levy a tax sufficient to pay the principal and interest so estimated; and

WHEREAS, this Board deems it necessary and desirable to issue a series of the District's bonds during Fiscal Year 2023-24, as authorized by Government Code Section 53506 et seq., and that the County levy a tax for payment on debt service estimated to come due on such bonds during Fiscal Year 2023-24, and believes that said bonds will be sold during said Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SAN BERNARDINO COMMUNITY COLLEGE DISTRICT:

Section 1. Recitals. All the above recitals are correct.

Section 2. Estimate of Tax Levy. The Chancellor or the Executive Vice Chancellor of the District, or such other officer of the District as either authorized officer may designate (each, an "Authorized District Representative"), are hereby authorized and directed to prepare, or cause the municipal advisor to the District, to prepare, an estimate of all payments of principal and interest which shall become due on a series of Measure M bonds of the District expected to be sold prior to the making of the tax levy for Fiscal Year 2023-24, and to cause the debt service schedule so prepared to be provided to the Board of Supervisors and the Auditor-Controller of the County and to any other officers of the County responsible for preparing the tax levy for bonds of the District and for levying said tax. The District estimates that the sale of its next series of bonds shall be in an estimated aggregate amount of \$100 million, an amount within the District's authorized but unissued bond allowance, and shall be issued during Fiscal Year 2023-24.

Section 3. Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested, in accordance with Education Code Sections 15252-15254, to adopt a tax rate for bonds of the District expected to be sold during Fiscal Year 2023-24, based upon the estimated debt service schedule prepared by officers of the District, and to levy a tax in Fiscal Year 2023-24 on all taxable property in the District sufficient to pay said estimated debt service. The proceeds of such tax shall be deposited into the debt service fund of the District established pursuant to the Education Code for bonds of the District.

Section 4: Application of Tax Proceeds. In the event that the bonds of the District are not sold during Fiscal Year 2023-24, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the bonds, or payment of other outstanding bonds of the District payable from the debt service fund of the District, this Board hereby requests that the Auditor-Controller, or other appropriate official of the County cause the remaining proceeds of the tax to be held in the debt service fund and applied to debt service on outstanding Measure M bonds of the District coming due in Fiscal Year 2024-25.

**RESOLUTION #2023-08-10-FP-01 OF THE BOARD OF TRUSTEES OF THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
TO REQUEST THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY TO  
ESTABLISH TAX RATE FOR BONDS OF SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
EXPECTED TO BE SOLD DURING FISCAL YEAR 2023-24,  
AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH**

[v.7.24.2023.p.2]2]

Section 5. Filing of Resolution. The Secretary of this Board is hereby authorized and directed to file forthwith a certified copy of this Resolution with the Clerk of the Board of Supervisors of the County, and to cause copies of this Resolution to be delivered to the Auditor-Controller and the Treasurer-Tax Collector of the County.

Section 6. Further Authorization. The President of this Board, the Secretary of this Board, or any Authorized District Representative, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the sale of the bonds of the District, which any of them deem necessary and desirable to accomplish the purpose hereof.

Section 7. Effective Date. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the Board of Trustees on August 10, 2023, by the following majority vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

STATE OF CALIFORNIA                    )  
COUNTY OF SAN BERNARDINO        )

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

WITNESSED my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Secretary to the Board of Trustees

## **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:** August 10, 2023

**SUBJECT:** Consideration of Approval to Adopt Resolution #2023-08-10-FP-02 Authorizing Execution and Delivery of Documents Relating to the Sale and Delivery of San Bernardino Community College District 2023 Certificates of Participation

### **RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution #2023-08-10-FP-02 authorizing execution and delivery of documents relating to the sale and delivery of San Bernardino Community College District 2023 Certificates of Participation and authorizing and directing certain actions in connection therewith.

### **OVERVIEW**

It has been determined that it is in the best interest of SBCCD to finance certain college facility improvements through the preparation, sale, and delivery of 2023 Certificates of Participation (the "Certificates") under a Lease/Purchase Agreement between the District and the Public Property Financing Corporation of California (the "Corporation"). The Board of Trustees (the "Board") is being asked to approve the resolution permitting the sale of the Certificates and authorizing the forms of the legal documents described below.

### **ANALYSIS**

The District would cause the execution and delivery of the Certificates to the Purchaser of the Certificates (the "Grantor") identified in the Funding Agreement. The maximum amount authorized to be borrowed would be \$560,000,000.

The Resolution would approve the form of the Lease/Purchase Agreement, Site Lease, Transfer Agent Agreement, and Grant Agreement, and authorize the Chair of the Board of Trustees, the Chancellor, and the Executive Vice Chancellor to take any and all actions necessary to consummate the sale, execution and delivery of the Certificates.

The obligation of the District to make debt service payments in connection with the Certificates is a general obligation payable from any legally available source. Unless otherwise funded from



the Certificates, the District will covenant to budget and appropriate in each fiscal year amounts sufficient to make lease payments due in each such year.

### **SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

It is anticipated that SBCCD will be able to take advantage of grant funding to leverage local bond measure funds. The obligation of the District to make debt service payments in connection with the Certificates is a general obligation payable from any legally available source. Unless otherwise funded from the Certificates, the District will covenant to budget and appropriate in each fiscal year amounts sufficient to make lease payments due in each such year.



## Certificate of Participation | Project List

The following nine projects are expected to be completed on or before the five-year requirement date.

Both the Grant and the COPs have terms of five years. At the end of five years all the grant funds will have been distributed and the projects completed. If delays occur in the construction of the projects past five years, or if the project cost more than was expected, the District would be expected to solicit approval for the delay or request additional funds from Grantor in exchange for the modification of the term and amount of the COPs.

Project Name	Estimate	Project Start	Start of Construction	Estimated Completion	Estimated Interest*	Final Estimate
SBVC Student Services Building	\$ 112,749,349	6/2020	10/2024	10/2026	\$ 23,669,377	\$ 136,418,726
SBVC Career Pathways 2	\$ 114,801,748	8/2023	11/2025	6/2028	\$ 24,100,236	\$ 138,901,984
CHC Instructional Building	\$ 69,122,180	5/2022	6/2025	7/2027	\$ 14,510,762	\$ 83,632,942
CHC Public Safety Training Center	\$ 14,068,451	5/2020	1/2023	1/2024	\$ 2,953,378	\$ 17,021,829
CHC Soccer Stadium	\$ 16,291,661	4/2024	7/2026	12/2027	\$ 3,420,095	\$ 19,711,756
CHC Student Support Building	\$ 3,586,685	Design Complete	7/2025	2/2026	\$ 752,950	\$ 4,339,635
SBVC Solar Project	\$ 15,239,635	4/2024	5/2026	3/2027	\$ 3,199,244	\$ 18,438,878
CHC Hall Renovation	\$ 5,505,399	5/2022	1/2024	2/2025	\$ 1,155,744	\$ 6,661,143
CHC Student Housing	\$ 67,725,000	7/2023	1/2025	2/2027	\$ 14,217,453	\$ 81,942,453
DSO/SBVC KVCR & IMA Expansion	\$ 20,171,508	7/2023	5/2026	2/2028	\$ 4,234,588	\$ 24,406,096
<b>TOTAL PROJECTS COST</b>	<b>\$ 439,261,615</b>				<b>\$92,213,827</b>	<b>\$531,475,442</b>
Legal & Consultants	\$ 1,000,000					\$ 1,000,000
Contingency	\$ 21,963,081					\$ 21,963,081
<b>TOTAL</b>	<b>\$462,224,696</b>				<b>\$92,213,827</b>	<b>\$554,438,523</b>

\*Interest assumptions include: 3.99% interest per year on the cumulative amount borrowed. Interest payments ceased upon completion of work. If interest payments must continue beyond the 5-year term, additional cost would need to be added accordingly.





## San Bernardino Valley College Student Services Building

### Description

1. Demolition of existing Liberal Arts Building.
2. Design and construction of a new Students Services Building.

The Liberal Arts Building on the San Bernardino Valley College campus was constructed in 1970, and the structure has since outlived its usefulness.

The new one-stop center will consist of a 100,000 gross square foot building which will have 65,000 assignable square feet for department usage.

The new Student Services building will create a welcoming environment that supports DEISA (Diversity, Equity, Inclusion, Social Justice, and Anti-Racism) to meet the needs of the “whole student” – intellectually, socially, and culturally, as well as provide a variety of resources to support student success.

### Budget | \$112,749,349

Based on preliminary construction cost estimates on criteria developed by a district-hired architect, the budget includes allowances for:

- Infrastructure and site improvements;
- 8% annual increase in the cost of construction to the scheduled mid-point of construction activities;
- Costs associated with a project management team, along with the use of established master agreements for design consultants, testing and inspection resources, and construction management; and
- Equipment and fees typical to California Community Colleges projects.

The construction delivery method will follow the California public contract code and field act requiring review and approval by the Division of the State Architect (DSA) and prevailing wages, with SBCCD holding multiple prime construction contracts and employing the services of a construction manager under contract with the District.

### Schedule *(assumes funding available by July 2023)*

- i. Design Phase: 08/02/2022 – 01/12/2024
- ii. Division of The State Architect Review: 01/15/2024 – 9/25/2024
- iii. Public Bidding: 07/12/2024 – 10/10/2024
- iv. Construction: 10/11/2024 – 09/25/2026
- v. Commissioning and Occupancy: 07/10/2026 – 10/25/2026





## Certificate of Participation Project Briefs

### San Bernardino Valley College Career Pathways 2

#### Description

1. Design and construct a new Building(s) that would incorporate Allied Health, Aeronautics, and Welding departments.
2. Demolition of existing Technical Building.
3. Design and construction of new parking lot.

Fulfilling the need for a Career Pathways program and establishing a long-lasting legacy of academic excellence, this project continues advancement of the educational, career, and personal success of the very diverse community it serves. It will provide much-needed space for students pursuing Nursing, Allied Health, the sciences, Aeronautics, Welding and Career Pathway programs, as well as provide a significant gain in dedicated teaching space that achieves a high degree of performance for specialized course work. It will result in larger lab space for these programs, and create a welcoming environment that provides a variety of resources to support students and get them ready for success in the workforce and community.



The CP2 Building (s) will include 54,530 gross square feet for the Allied Health Department, 24,798 gross square feet for the Aeronautics Department and 23,169 gross square feet for the Welding Department.

#### Budget | \$ 114,801,748

Based on preliminary construction cost estimates on criteria developed by an architect, the budget includes allowances for:

- Infrastructure and site improvements:
- 8% annual increase in the cost of construction to the scheduled mid-point of construction activities;
- Costs associated with a project management team to manage the project, along with the use of established master agreements for design consultants, testing and inspection resources, and construction management; and
- Equipment and fees typical to California Community Colleges projects.

The construction delivery method will follow the California public contract code and field act requiring review and approval by the Division of the State Architect (DSA) and prevailing wages, with SBCCD holding multiple prime construction contracts and employing the services of a construction manager under contract with the District.

#### Schedule (assumes funding available by July 2023)

- i. Design Phase: 08/01/2023 – 10/24/2024
- ii. Agency Review: 10/24/2024 – 06/20/2025
- iii. Public Bidding: 06/23/2025 – 11/18/2025
- iv. Construction: 11/18/2025 – 05/05/2028
- v. Commissioning and Occupancy: 05/05/2028 – 06/06/2028



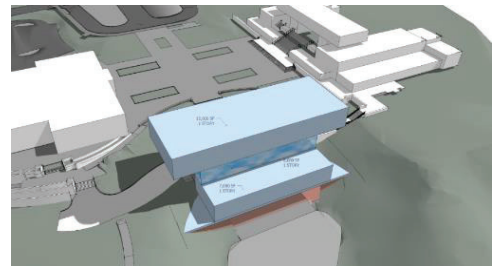
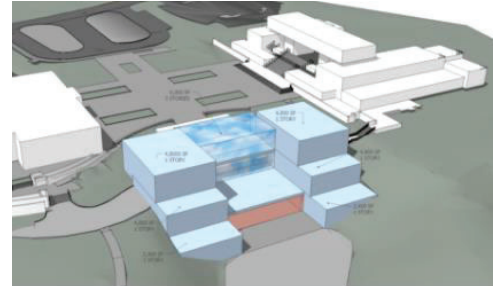
## Certificate of Participation Project Briefs

### Crafton Hills College Instructional Building

#### Description

1. Demolition of existing Performing Arts Center (PAC).
2. Demolition of existing Visual Arts Building.
3. Demolition of existing East Complex 2.
4. Renovation of classrooms in the Learning Resource Center.
5. Design and construction of a new Instructional Building.

The new, larger Instructional Building will provide lecture and lab space to accommodate the growing programs, especially in the sciences and Career Pathways. It replaces aged space in the Visual Arts Building, as well as the North Annex and East Complex, which are semi-permanent modular buildings. Instructional spaces will be aligned with class sizes to optimize utilization. In addition, space will be provided for an open computer lab, a tutoring center, and an adjunct faculty workspace. Flexible rooms will be provided for a wide range of uses, including mobile counseling and supplemental instruction. The demolition of the existing PAC will take place only after the new one is completed.



This project provides an opportunity to include both interior and exterior student gathering spaces, creating a vibrant hub for student activity and bringing visual arts to the forefront, allowing the campus experience to connect with the medium. The college desires to embrace this culture by providing both permanent and temporary spaces for art displays, including work from local artists quickly becoming the pride of the community.

The new Instructional Building will consist of 27,600 gross square feet and 16,428 assignable square feet.

#### Budget | \$69,122,180

Based on preliminary construction cost estimates on criteria developed by an architect, the budget includes allowances for:

- Infrastructure and site improvements;
- 8% annual increase in the cost of construction to the scheduled mid-point of construction activities;
- Costs associated with a project management team to manage the project, along with the use of established master agreements for design consultants, testing and inspection resources, and construction management; and
- Equipment and fees typical to California Community Colleges projects.

The construction delivery method will follow the California public contract code and field act requiring review and approval by the Division of the State Architect (DSA) and prevailing wages, with SBCCD holding multiple prime construction contracts and employing the services of a construction manager under contract with the District.



## Schedule

- i. Design Phase: 01/05/2023 – 03/05/2024
- ii. Division of the State Architect Review: 03/06/2024 – 02/13/2025
- iii. GMP: 01/24/2025 – 06/09/2025
- iv. Construction: 06/11/2025 – 05/14/2027
- v. Commissioning and Occupancy: 02/22/2027 – 07/02/2027



## Crafton Hills College Public Safety Training Center

### Description

1. Build a new Class A Burn Tower.
2. Build new public safety training props.

This project will construct a Class A Burn tower and other public safety training props to train students in conditions that simulate real-life emergencies. In keeping with the architectural vernacular of the existing campus, the new structure is primarily concrete masonry. It will contain features replicating commercial buildings and residential homes that enhance the technical training capabilities of Crafton's programs, preparing students to serve the local community.

Crafton Hills' premier first responder programs are designed to equip students to become successfully employed as emergency fire, rescue, medical, and hazardous material personnel which can serve locally, as well as function on multi-hazard/multi-jurisdictional teams throughout the state of California. The Public Safety Training Center enhances and completes the state-of-the-art Public Safety and Allied Health (PSAH) facilities constructed in 2015 with additional hands-on labs, and will deliver on SBCCD's promise to further enhance the highly regarded Public Safety Program.

This project will construct a Class A Burn Tower of approximately 5,500 gross square feet and other public safety training props on a 32,000 square foot site.

### Budget | \$14,068,451

Based on construction cost estimates from a third-party estimator, the budget includes allowances for:

- Infrastructure and site improvements;
- 8% annual increase in the cost of construction to the scheduled mid-point of construction activities;
- Costs associated with a project management team to manage the project, along with the use of established master agreements for design consultants, testing and inspection resources, and construction management; and
- Equipment and fees typical to California Community Colleges projects.

The construction delivery method will follow the California public contract code and field act requiring review and approval by the Division of the State Architect (DSA) and prevailing wages, with SBCCD holding multiple prime construction contracts and employing the services of a construction manager under contract with the District.





## **Schedule**

- i. Design Phase: Complete
- ii. Division of the State Architect Review: Approved
- iii. Public Bidding: Complete
- iv. Construction: 01/05/2023 – 12/01/2023
- v. Commissioning and Occupancy: 11/16/2023 – 01/17/2024





## Crafton Hills College Soccer Stadium

### Description

1. Renovate and expand the existing soccer field.
2. Add supporting facilities.

The new collegiate-sized Soccer field replaces the aged facilities with modern state-of-the-art kinesiology instructional labs. The project will consist of the demotion and removal of soccer field turf and adjacent pavement and landscape areas to install and construct a new soccer field. Improvements include, but are not limited to, a natural turf soccer field with synthetic turf apron, soccer rebound wall, synthetic turf, storage containers, soccer field bleachers, athletic field entry signage, perimeter fencing, concrete pathways and ADA (Americans with Disabilities Act) path of travel improvements, and restroom building.

### Budget | \$16,291,661

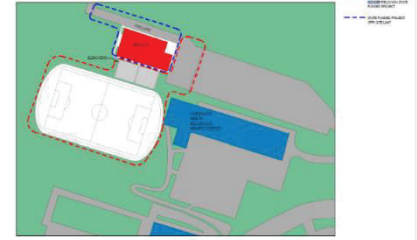
Based on construction costs estimates from third-party estimator, the budget includes allowances for:

- Infrastructure and site improvements;
- 8% annual increase in the cost of construction to the scheduled mid-point of construction activities;
- Costs associated with a project management team to manage the project, along with the use of established master agreements for design consultants, testing and inspection resources, and construction management; and
- Equipment and fees typical to California Community Colleges projects.

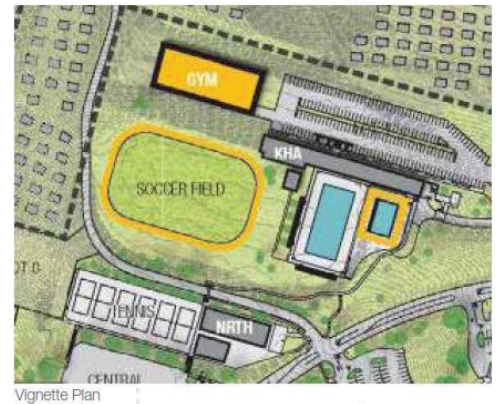
The construction delivery method will follow the California public contract code and field act requiring review and approval by the Division of the State Architect (DSA) and prevailing wages, with SBCCD holding multiple prime construction contracts and employing the services of a construction manager under contract with the District.

### Schedule

- i. Design Phase: 04/05/2024 – 06/21/2025
- ii. Division of the State Architect Review: 07/2/2025 – 04/19/2026
- iii. Public Bidding: 04/04/2026 – 07/20/2026
- iv. Construction: 07/23/2026 – 12/20/2028
- v. Commissioning and Occupancy: 01/20/2028 – 12/18/2027



PEBA WLC AVMA CRAFTON HILLS COLLEGE SAN BERNARDINO COUNTY COMMUNITY COLLEGE DISTRICT



Vignette Plan

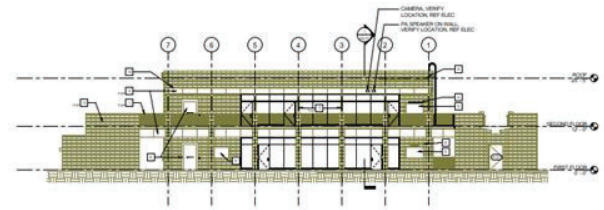


## Crafton Hills College Student Support Building Renovation

### Description

1. Demolition of the existing Performing Arts Center (PAC).
2. Renovation of classrooms in the Learning Resource Center.

The Student Support Building will be renovated to expand space dedicated to Student Health Services, and provide space for instructional classrooms on the second floor. Building systems and the building envelope will also be upgraded with full replacement of existing windows to high-performing glazing. The Student Health & Wellness Center will expand on the lower level to accommodate growth, including additional exam rooms, work and storage space, and counseling space for expanded mental health services. Providing quality learning environments improves students' mental health, academic success, and future economic outcomes, aligning them for academic and professional success. The student support building consists of 5,513 gross square feet.



### Budget | \$3,586,685

Based on construction cost estimates from a third party estimator, the budget includes allowances for:

- Infrastructure and site improvements;
- 8% annual increase in the cost of construction to the scheduled mid-point of construction activities;
- Costs associated with a project management team to manage the project, along with the use of established master agreements for design consultants, testing and inspection resources, and construction management; and
- Equipment and fees typical to California Community Colleges projects.

The construction delivery method will follow the California public contract code and field act requiring review and approval by the Division of the State Architect (DSA) and prevailing wages, with SBCCD holding multiple prime construction contracts and employing the services of a construction manager under contract with the District.

### Schedule

- i. Design Phase: Complete
- ii. Division of the State Architect Review: Approved
- iii. Public Bidding: 04/04/2025 – 07/24/2025
- iv. Construction: 07/25/2025 – 12/12/2025
- v. Commissioning and Occupancy: 11/13/2025 – 02/11/2026





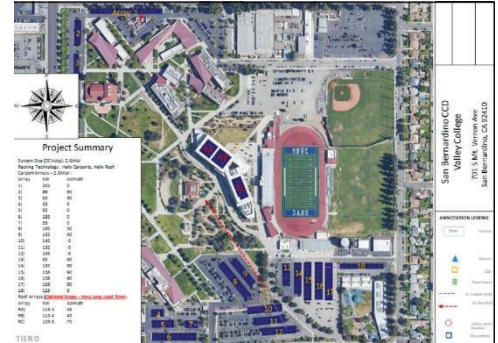
## Certificate of Participation Project Briefs

### San Bernardino Valley College Solar Project

#### Description

1. Adding photovoltaic systems to rooftops and parking lots.
2. Adding battery energy storage systems (BESS).

The project includes the installation of approximately 2.9 megawatts of photovoltaic systems in carpools and rooftops, paired with a battery energy storage system (BESS). The system is expected to produce approximately 4,674,307 kWh per year to offset more than 50% of the campus's current electricity consumption. Additionally, the project will add a 1,813kW/3252 kWh Battery Energy Storage System to store the excess on-site generation during the daytime, and utilize the stored energy to offset the demand during the peak hours. The installation locations include parking Lots 3, 4, 8,9, 10, 11, Technology Building, Gymnasium Building, and Greek Theatre.



#### Budget | \$15,239,635

Developed under the assumption that construction would be implemented in multiple phases when the college is less impacted, the project budget was created based on other similar projects that have been developed. It includes allowances for:

- Infrastructure and site improvements;
- 8% annual increase in the cost of construction to the scheduled mid-point of construction activities;
- Costs associated with a project management team to manage the project, along with the use of established master agreements for design consultants, testing and inspection resources, and construction management; and
- Equipment and fees typical to California Community Colleges projects.

The construction delivery method will follow the California public contract code and field act requiring review and approval by the Division of the State Architect (DSA) and prevailing wages, with SBCCD holding multiple prime construction contracts and employing the services of a construction manager under contract with the District.

#### Schedule (assumes funding available by July 2023)

- i. Design Phase: 04/05/2024 – 06/21/2025
- ii. Division of the State Architect Review: 07/02/2025 – 01/19/2026
- iii. Public Bidding: 02/04/2026 – 05/20/2026
- iv. Construction: 05/23/2026 – 1/20/2027
- v. Commissioning and Occupancy: 08/20/2026 – 3/18/2027



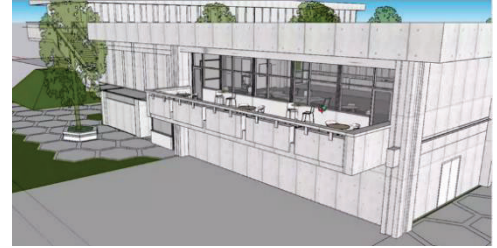
## Certificate of Participation Project Briefs

### Crafton Hills College Crafton Hall Renovation

#### Description

1. Renovate the Crafton Hall building.

The project improves one of the most iconic and original buildings on campus. Crafton Hall has served as the college's main food service and dining facility until 2016, when Crafton Center opened its doors to providing food service. Crafton Hall will serve the college once again as its primary facility for meeting, conference, and event space. This project will provide much-needed space for both internal and intra-collegiate meetings, conferences, and training, as well as fundraising and community events. Also included are faculty offices and space for the Honors Program on the second floor. The renovation will upgrade the building's technology infrastructure and connectivity, as well as other building systems, and help simplify operations and increase efficiencies. The project will comply with all current codes including (but not limited to) seismic, life safety, access, and Title 24. Additionally, the project includes updating of doors, controlled access points, the addition of an exterior elevator for access to the 2nd floor from the exterior courtyard, and new interiors.



The Crafton Hall Building consists of 5,513 gross square feet.

#### Budget | \$5,505,399

Based on construction cost estimates from third party estimator, the budget includes allowances for:

- Infrastructure and site improvements;
- 8% annual increase in the cost of construction to the scheduled mid-point of construction activities;
- Costs associated with a project management team to manage the project, along with the use of established master agreements for design consultants, testing and inspection resources, and construction management; and
- Equipment and fees typical to California Community Colleges projects.

The construction delivery method will follow the California public contract code and field act requiring review and approval by the Division of the State Architect (DSA) and prevailing wages, with SBCCD holding multiple prime construction contracts and employing the services of a construction manager under contract with the District.

#### Schedule

- i. Design Phase: Complete
- ii. Division of the State Architect Review: 01/05/2023 - 09/20/2023
- iii. Public Bidding: 10/05/2023 – 01/25/2024
- iv. Construction: 01/26/2024 – 10/22/2024
- v. Commissioning and Occupancy: 10/23/2024 – 02/28/2025



## Certificate of Participation Project Briefs

### Crafton Hills College Student Housing

#### Description

1. Demolish existing tennis courts and site improvement.
2. Design and construction of new affordable student housing.

Crafton Hills College aims to provide low-income student housing on campus and design housing facilities to function as living-learning communities to promote student success. The new student housing complex will have the capacity to house 171 low-income students and will be approximately 32,884 assignable square feet (ASIF) / 50,434 gross square feet (GSF). The proposed housing complex is anticipated to include 1 Resident Director Apartment, 8 micro units for ADA single occupancy, and 163 micro units for single occupancy. Common areas are to include a communal kitchen, mailboxes, laundry, social lounges, and study spaces, along with Mental Health Counseling office, Veterans Resources office and support space. These support service spaces are specifically intended to support low-income students' basic needs and academic success. By meeting students' essential physiological needs and providing dedicated studies and other student support spaces, the college seeks to promote student retention and engagement and cultivate diversity, inclusion, and belonging on campus



Many CHC students struggle with being full-time due to the hours needed to work to support themselves and their families. According to the Demand Analysis in a study feasibility study led by Volz Company in association with HPI Architects, approximately 44% of student respondents from a 765-student survey were not full-time students but would become full-time students if offered affordable, quality housing. On-campus student housing for low-income students would provide housing opportunities for the community and support these students by allowing them to be full-time students and increase their learning potential.

#### Budget | \$67,725,000

Based on preliminary construction cost estimates on early schematic by an architect, the budget includes allowances for:

- Infrastructure and site improvements;
- 13.65% annual increase in the cost of construction to the scheduled mid-point of construction activities;
- Costs associated with a project management team to manage the project, along with the use of established master agreements for design consultants, testing and inspection resources, and construction management; and
- Equipment and fees typical to California Community Colleges projects.

The construction delivery method will follow the California public contract code and field act requiring review and approval by the Division of the State Architect (DSA) and prevailing wages, with SBCCD holding



multiple prime construction contracts and employing the services of a construction manager under contract with the District.

**Schedule** *(assumes funding available by July 2023)*

- I. Design Phase: 07/3/2023 – 01/29/2024
- II. Division of the State Architect Review: 01/29/2024 – 09/23/2024
- III. Public Bidding: 09/23/2024 – 12/22/2024
- IV. Construction: 1/15/2025 – 12/23/2026
- V. Commissioning and Occupancy: 12/23/2026 – 02/01/2027







multiple prime construction contracts and employing the services of a construction manager under contract with the District.

**Schedule** (*assumes funding available by July 2023*)

- I. Design Phase: 07/18/2023 – 10/20/2023
- II. Division of the State Architect Review: 10/23/2023 – 01/12/2024
- III. Public Bidding: 01/15/2024 – 04/25/2024
- IV. Construction: 04/26/2024 – 10/15/2024
- V. Commissioning and Occupancy: 10/02/2024 – 11/12/2024

**RESOLUTION #2023-08-10-FP-02 OF THE BOARD OF TRUSTEES OF THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO THE SALE AND DELIVERY OF  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 2023 CERTIFICATES OF PARTICIPATION AND  
AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION THEREWITH**

[v.7.24.2023.p.1]3]

WHEREAS, the San Bernardino Community College District (the "District"), is a community college district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "State"); and

WHEREAS, the District desires to finance certain college facility improvements (the "Project"); and

WHEREAS, in order to finance the Project, the District will lease certain buildings, facilities and other improvements (the "Property"), to the Public Property Financing Corporation of California, a nonprofit public benefit corporation organized and existing under the laws of the State (the "Corporation") pursuant to a Site Lease (the "Site Lease") and lease the Property back from the Corporation pursuant to a Lease/Purchase Agreement (the "Lease/Purchase Agreement"); and

WHEREAS, the District has determined that it would be in the best interests of the District to provide the funds necessary to finance the Project through the sale of its 2023 Certificates of Participation (the "Certificates") under the Lease/Purchase Agreement; and

WHEREAS, all rights to receive lease payments will be assigned without recourse by the Corporation to Alpina Investments Inc. (the "Grantor"), pursuant to an Assignment Agreement, dated as of August 1, 2023, by and between the Corporation and the Purchaser (the "Assignment Agreement"); and

WHEREAS, in consideration of such assignment and the execution of a Lease/Purchase Agreement, the District will execute and deliver the Certificates evidencing a direct, fractional undivided interest in lease payments to be made under the Lease/Purchase Agreement; and

WHEREAS, this Board of Trustees of the District (the "Board") desires to appoint certain professionals to provide services related to the execution and delivery of the Certificates; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed precedent to and in connection with the consummation of the financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided.

NOW, THEREFORE, it is resolved by the Board of Trustees (the "Board") of the San Bernardino Community College District as follows:

Findings. The Board hereby specifically finds and declares that the actions authorized hereby constitute and are true and correct with respect to the public affairs of the District, and that the statements, findings and determinations of the District set forth in the preambles of the documents approved herein are true and correct, and the Board hereby declares its intention of entering into the Lease/Purchase Agreement described in Section 3 hereof.

Authorization of Certificates. The Board hereby authorizes the financing of the Project, through the preparation, sale and delivery of Certificates in an amount not to exceed \$560,000,000. The purposes for which the proceeds of the sale of the Certificates shall be expended are to (i) finance certain college facility improvements, (ii) funded capitalized interest and (iii) pay the costs of the sale and delivery of the Certificates.

Legal Documents. The forms of the following legal documents, substantially in the forms on file with the Secretary to the Board, are hereby approved: (i) a Lease/Purchase Agreement between the District and the Corporation, dated as of August 1, 2023 (the "Lease"), (ii) a Site Lease, dated as of August 1, 2023 (the "Site Lease"), between the Corporation and the District, (iii)

**RESOLUTION #2023-08-10-FP-02 OF THE BOARD OF TRUSTEES OF THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO THE SALE AND DELIVERY OF  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 2023 CERTIFICATES OF PARTICIPATION AND  
AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION THEREWITH**

[v.7.24.2023.p.2]3]

a Transfer Agent Agreement, dated as of August 1, 2023 between the District and U.S. Bank Trust Company, National Association, and (iii) a Grant Agreement between the District and the Grantor (the "Grant Agreement").

The Chair of the Board of Trustees, Chancellor, and the Executive Vice Chancellor, or such other officer of the District as the Chancellor may designate (collectively, the "Authorized Officers") each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver each of the above mentioned documents in substantially said form, with such changes therein as such officer or person or persons may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The approval of the Lease/Purchase Agreement is subject to the limitation that the interest rate with respect to the Lease/Purchase Agreement shall not exceed the maximum allowable by law and the aggregate principal amount of the Lease/Purchase Agreement does not exceed \$560,000,000.

Appointment of Special Counsel. The Board hereby approves the appointment of Stradling Yocca Carlson & Rauth, a Professional Corporation, as special counsel to the District, U. S. Bank as Transfer Agent with respect to the sale of the Certificates. The Authorized Officers are authorized to execute contracts with respect to such services. If necessary to the completion of the described transaction, the District is authorized to engage a placement agent for the placement of the Certificates.

Attestations. The Secretary to the Board or persons as may have been designated by the Chancellor or Executive Vice Chancellor are hereby authorized and directed to attest the signature of the Authorized Officers or of such other person or persons as may have been designated by the Authorized Officers, and to affix and attest the seal of the District, as may be required or appropriate in connection with the execution and delivery of the Lease/Purchase Agreement and the Grant Agreement.

Other Actions. (a) The Authorized Representatives are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the sale, execution and delivery of the Certificates and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

(b) The District hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Government Code Section 16.5 using DocuSign.

Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

Effect. This Resolution shall take effect immediately upon its passage.



**RESOLUTION #2023-08-10-FP-02 OF THE BOARD OF TRUSTEES OF THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO THE SALE AND DELIVERY OF  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 2023 CERTIFICATES OF PARTICIPATION AND  
AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION THEREWITH**

[v.7.24.2023.p.3]3]

PASSED AND ADOPTED by the Board of Trustees on August 10, 2023, by the following majority vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

STATE OF CALIFORNIA                    )  
COUNTY OF SAN BERNARDINO        )

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

WITNESSED my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Secretary to the Board of Trustees

LEASE/PURCHASE AGREEMENT

by and between the

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA,  
as Lessor

and the

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT,  
as Lessee

Dated as of August 1, 2023

Relating to

\$ \_\_\_\_\_  
2023 Certificates of Participation

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**LEASE/PURCHASE AGREEMENT**

THIS LEASE/PURCHASE AGREEMENT, dated as of August 1, 2023, by and between the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the “State”), including without limitation Section 5110 *et seq.* of the Corporations Code of the State of California, as lessor (the “Lessor”), and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under the Constitution and laws of the State, as lessee (the “District”);

**BACKGROUND:**

1. In order to finance certain college facility improvements as identified in the hereinafter Site Lease (the “Project”), the District has agreed to lease the buildings, facilities and other improvements on the District’s San Bernardino, California campus, as such property is described more fully in Appendix A attached hereto and made a part hereof (the “Leased Property”), to the Lessor by entering into a Site Lease, dated as of August 1, 2023 (the “Site Lease”);

2. The Lessor and the District desire to finance the Project by entering into this Lease/Purchase Agreement (the “Lease”) and authorizing and directing the execution and delivery of certificates of participation designated as the “San Bernardino Community College District 2023 Certificates of Participation” (the “Certificates”), evidencing fractional interests in Lease Payments to be made by the District under this Lease; and

3. In order to raise the funds needed for the financing, the Lessor has assigned certain of its rights under this Lease and the Site Lease, including the right to receive and enforce payment of the lease payments that are payable by the District hereunder, to Alpina Investments Inc. (including its successors and assigns, the “Holder”), under an Assignment Agreement, dated as of August 1, 2023 (the “Assignment Agreement”);

4. The District is authorized to enter into a lease-leaseback arrangement with the Lessor to provide funds for the financing under the laws of the State; and

5. The Lessor represents and warrants to the District and the Holder (as defined below) that the Lessor has the full power and authority to enter into, to execute and to deliver this Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution and delivery of this Lease.

**AGREEMENT:**

In consideration of the foregoing and the material covenants hereinafter contained, the District and the Lessor formally covenant, agree and bind themselves as follows:

**ARTICLE I**

**DEFINITIONS; RULES OF INTERPRETATION**

**SECTION 1.1. Definitions.** All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Lease.

“*Additional Payments*” means any and all amounts payable by the District hereunder (other than Lease Payments).

“*Holder*” means Alpina Investments Inc., as assignee of certain rights of the Lessor hereunder, and its successors and assigns.

“*Assignment Agreement*” means the Assignment Agreement, dated as of August 1, 2023, between the Lessor, as assignor, and the Holder, as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

“*Beneficial Owner*” means any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Certificates for federal income tax purposes.

“*Bond Counsel*” means Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, or any other attorney or firm of attorneys nationally recognized for expertise in municipal finance matters.

“*Business Day*” means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State.

“*Closing Date*” means the date of execution and delivery of this Lease by the parties hereto, being \_\_\_\_\_, 2023.

“*Corporation*” means Public Property Financing Corporation of California, a nonprofit public benefit corporation duly organized and existing under the laws of the State.

“*Costs of Issuance*” means the costs incurred in connection with the execution and delivery of this Lease, the Site Lease and the Assignment Agreement, including counsel fees, transfer agent fees, CDIAC fees, and similar costs, fees, and expenses.

“*Certificate*” or “*Certificates*” means the San Bernardino Community College District 2023 Certificates of Participation executed and delivered by the Lease pursuant hereto.

“*District*” means San Bernardino Community College District, a community college district duly organized and existing under and by virtue of the laws of the State.

“*Depository*” means DTC; or, such other securities depositories or to such depositories as the District may designate in writing to the Trustee, or any other securities depository acting as Depository pursuant to Section 10.2 hereof.

“*DTC*” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York in its capacity as initial Depository for the Certificates.

“*Event of Default*” means any of the events of default as defined in Section 8.1.

“*Extended Lease Term*” means a period (and any successive period) during which the original Term of this Lease is extended either as a consequence of the extension of the funding term

of the Funding Agreement, or pursuant to Section 6.5, equal in duration to any period during which (i) the District does not pay Lease Payments (in whole or in part) under this Lease as scheduled as a result of the occurrence of an event that results in abatement of the District's obligation to make Lease Payments as provided herein and (ii) Lessee does not otherwise pay Lease Payments under this Lease from special funds as provided herein.

“*Fair Market Value*” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term “*Fair Market Value*” means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security-State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by the Regulations, the term “investment” will include a hedge.

“*Federal Securities*” means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the United States Department of the Treasury), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

“*Fiscal Year*” means each twelve-month period during the Term of this Lease commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the District as its fiscal year period.

“*Funding Agreement*” means the Grant Agreement, dated as of August 1, 2023 between Alpina Investments Inc. and the District.

“*Hazardous Substance*” means any substance that shall, at any time, be listed as “hazardous” or “toxic” pursuant to any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the facilities, wastes, petroleum, asbestos, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 *et seq.*).

“*Lease*” means this Lease/Purchase Agreement, dated as of August 1, 2023, between the Lessor, as lessor, and the District, as lessee, as originally executed or as thereafter amended under any duly authorized and executed amendments hereto.

“*Lessee*” means the San Bernardino Community College District, a community college district duly organized and existing under and by virtue of the laws of the State, its successors and assigns.



“*Lease Payment*” means all payments required to be paid by the District under Section 4.4.

“*Lease Payment Date*” means September 1, 2024 and September 1 in each year thereafter, and continuing to and including the date on which the Lease Payments are paid in full or otherwise satisfied or forgiven.

“*Leased Property*” means the buildings, facilities and other improvements which are more particularly described in Appendix A. From and after the date of any substitution of property under Section 4.7 or release of property under Section 4.8, the term “Leased Property” means the buildings, facilities and improvements which remain subject to this Lease following such substitution or release.

“*Lessor*” means the Public Property Financing Corporation of California, a nonprofit public benefit corporation organized under the laws of the State, its successors and assigns.

“*Letter of Representations*” means the letter of the District delivered to and accepted by the Depository on or prior to delivery of the Certificates as book-entry certificates making reference to the DTC Operational Arrangements, as it may be amended from time to time setting forth the basis on which the Depository serves as depository for such book-entry certificates, as such letters were originally executed or as they may be supplemented or revised or replaced by letters from the District and delivered to and accepted by the Depository.

“*Material Adverse Effect*” means an event or occurrence which adversely affects in a material manner the validity or enforceability of this Lease.

“*Material Litigation*” means any action, suit, proceeding, inquiry or investigation against the District in any court or before any arbitrator of any kind or before or by any governmental authority, of which the District has notice or knowledge and which, (1) if determined adversely to the District, may have a Material Adverse Effect, (2) seeks to restrain or enjoin any of the transactions contemplated hereby or by this Lease or the Site Lease, or (3) may adversely affect the ability of the District to perform its obligations under this Lease.

“*Net Proceeds*” means amounts derived from any policy of casualty insurance or title insurance with respect to the Leased Property, or the proceeds of any taking of the Leased Property or any portion thereof in eminent domain proceedings (including sale under threat of such proceedings), to the extent remaining after payment therefrom of all expenses incurred in the collection and administration thereof.

“*Nominee*” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 10.2 hereof.

“*Owner*” or “*Certificate Owner*” or “*Owner of a Certificate*,” or any similar term, when used with respect to a Certificate means the Holder.

“*Participants*” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

“*Permitted Encumbrances*” means, as of any time: (a) liens for general *ad valorem* property taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid under Section 5.1 of this Lease; (b) the Site Lease, this Lease and the Assignment Agreement; (c) any

right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, license agreements, cell tower leases, conditions or restrictions, which the District certifies in writing to the Holder will not impair the use of the Leased Property for its intended purposes under the Site Lease or this Lease, will not materially impair the security granted to the Holder by the Assignment Agreement and will not interfere with the District's beneficial use and enjoyment of the Leased Property or result in any abatement of Lease Payments hereunder; and (e) any easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the District certifies in writing to the Holder will not materially impair the use of the Leased Property for its intended purposes and will not materially impair the security granted to the Holder by the Assignment Agreement, and will not interfere with the District's beneficial use and enjoyment of the Leased Property or result in any abatement of Lease Payments hereunder.

*"Project Fund"* means the account named the "San Bernardino Community College District 2023 Project Fund" established and held by the bank designated in the Funding Agreement.

*"Rental Period"* means, for each Lease Payment Date, the period from the preceding September 2 to (and including) such Lease Payment Date, respectively; provided that the first Rental Period begins on the Closing Date and ends on September 1, 2024, and the second Rental Period begins on September 2, 2024 and ends on September 1, 2025.

*"Site Lease"* is defined in the preambles hereto.

*"State"* means the State of California.

*"Tax Certificate"* means that certain Tax Certificate relating to the Certificates, dated the Closing Date concerning certain matters pertaining to the use and investment of proceeds of the Lease executed by the District on the date of issuance thereof, including any and all exhibits attached thereto.

*"Term of this Lease"* or *"Term"* means the time during which this Lease is in effect, as provided in Section 4.3.

*"Transfer Agent"* means U.S. Bank Trust Company, National Association.

*"Transfer Agent Agreement"* means the Transfer Agent Agreement by and Between the District and U.S. Bank Trust Company, National Association, dated as August 1, 2023.

**SECTION 1.2. Interpretation.** (a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease; the words "herein," "hereof,"

“hereby,” “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision hereof.

## ARTICLE II

### COVENANTS, REPRESENTATIONS AND WARRANTIES

**SECTION 2.1. Covenants, Representations and Warranties of the District.** The District makes the following covenants, representations and warranties to the Lessor and the Holder as of the date of the execution and delivery of this Lease:

(a) *Due Organization and Existence.* The District is a community college district duly organized and validly existing under and by virtue of the Constitution and laws of the State, has full legal right, power and authority under the laws of the State to enter into the Site Lease, the Funding Agreement, the Transfer Agent Agreement and this Lease and to carry out and consummate all transactions contemplated hereby, and by proper action the District has duly authorized the execution and delivery of the Site Lease, the Funding Agreement and this Lease.

(b) *Due Execution.* The representatives of the District executing the Site Lease, the Transfer Agent Agreement, the Funding Agreement and this Lease have been fully authorized to execute the same pursuant to official action duly adopted by the Board of Trustees of the District.

(c) *Valid, Binding and Enforceable Obligations.* The Site Lease and this Lease have each been duly authorized, executed and delivered by the District and, assuming the due authorization, execution and delivery by the Corporation, each constitutes the legal, valid and binding agreement of the District enforceable against the District in accordance with its terms.

(d) *No Conflicts.* The execution and delivery of the Site Lease, the Funding Agreement, the Transfer Agent Agreement and this Lease, the consummation of the transactions therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease, the Funding Agreement, the Transfer Agent Agreement or this Lease or the financial condition, assets, properties or operations of the District.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the District or of the voters of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery by the District of the Site Lease, the Transfer Agent Agreement and this Lease, or the consummation of any transaction therein or herein contemplated, except as have been obtained or made and as are in full force and effect, or except as would not materially adversely affect the transactions contemplated hereby.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the District after reasonable investigation, threatened against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease, the Funding Agreement, the Transfer Agent Agreement or this Lease or upon the financial condition, assets, properties or operations of the District, and the District is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease, the Funding Agreement, the Transfer Agent Agreement or this Lease, or the financial condition, assets, properties or operations of the District.

(g) *Essential Purpose.* The Leased Property pursuant to this Lease and the Assignment Agreement is essential to the District's efficient and economic operation, serves an essential governmental function of the District and is in the best interests of the District and the District does not expect the need for the Leased Property to diminish during the term of this Lease Agreement.

(h) *Budget.* Unless funded from an alternative source, the obligations of the District under this Lease, including without limitation the obligation to make Lease Payments, are obligations payable from the District's general fund budget.

(i) *Insured Value.* The Leased Property has an insured replacement value of at least \$560,000,000.

(j) *Title.* The District is the fee owner of the Leased Property and has good and marketable title thereto. Title to the Leased Property shall remain in the District, subject to the rights of the Lessor hereunder and under the Site Lease and subject to Permitted Encumbrances. There exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to the Leased Property, other than Permitted Encumbrances, which materially impairs the District's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held and the Leased Property is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien, lease or encumbrance which would prohibit or materially interfere with the District's use of the Leased Property as contemplated in this Lease.

(k) *Useful Life.* The Leased Property has a remaining useful life that extends at least to September 1, 2045.

**SECTION 2.2. Covenants, Representations and Warranties of the Lessor.** The Lessor makes the following covenants, representations and warranties to the District and the Holder as of the date of the execution and delivery of this Lease:

(a) *Due Organization and Existence.* The Lessor is a nonprofit public benefit corporation duly organized and existing in good standing under and by virtue of the laws of the State, has full legal right, power and authority to enter into the Site Lease, this Lease and the Assignment Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and

by proper action the Lessor has duly authorized the execution and delivery of the Site Lease, this Lease and the Assignment Agreement.

(b) *Due Execution.* The representatives of the Lessor executing the Site Lease, this Lease and the Assignment Agreement are fully authorized to execute the same under official action taken by the Board of Directors of the Lessor.

(c) *Valid, Binding and Enforceable Obligations.* The Site Lease, this Lease and the Assignment Agreement have been duly authorized, executed and delivered by the Lessor and constitute the legal, valid and binding agreements of the Lessor, enforceable against the Lessor in accordance with their respective terms.

(d) *No Conflicts.* The execution and delivery of the Site Lease, this Lease and the Assignment Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, the terms, conditions, or provisions of the Articles of Incorporation or Bylaws of the Lessor, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Lessor is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessor, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease, this Lease or the Assignment Agreement or the financial condition, assets, properties or operations of the Lessor.

(e) *Consents and Approvals.* No consent or approval of any trustee or holder of any indebtedness of the Lessor, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery by the Lessor of the Site Lease, this Lease or the Assignment Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect, or except as would not materially adversely affect the transactions contemplated hereby.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Lessor after reasonable investigation, threatened against or affecting the Lessor or the assets, properties or operations of the Lessor which, if determined adversely to the Lessor or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease, this Lease or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Lessor, and the Lessor is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease, this Lease or the Assignment Agreement or the financial condition, assets, properties or operations of the Lessor.



(g) *Maintenance of Corporate Existence.* To the extent permitted by law, the Lessor agrees that during the Term hereof it will maintain its existence as a corporation and will not dissolve.

**SECTION 2.3. Compliance with Anti-Corruption Laws, Sanctions Laws and Regulations.**

(a) Each of the Lessor and the District is acting for itself and for no other Person or entity in entering into the Lease; and to the knowledge of each of the Lessor and the District its respective directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects; none of (i) Lessor or the District, any subsidiary, affiliate or any of their respective directors, officers or employees, or (ii) to the knowledge of Lessor or the District, any agent of the Lessor or the District, any subsidiary or affiliate that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person; and no use of proceeds or other transaction contemplated by this Lease will violate Anti-Corruption Laws or applicable Sanctions.

(b) For purposes of this Section 2.3, the following terms shall have the following meanings. “Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the Lessor or the District or any of its subsidiaries or affiliates from time to time concerning or relating to bribery or corruption. “OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury. “Person” means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated organization, or any other entity or organization including a government or any agency or political subdivision or instrumentality thereof. “Sanctioned Country” means, at any time, a country, region or territory that has been explicitly designated by the U.S. government as the subject or target of any Sanctions (which, at the time of signing this Agreement, includes the Crimean region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria). “Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC, or the U.S. Department of State, or by the United Nations Security Council, the European Union or any European Union member state, (b) any Person that is a citizen of, organized under the laws of, or operating or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b). “Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State, or (b) if the Corporation is organized outside of the United States of America, then by the United Nations Security Council, the European Union, any European Union member state, Her Majesty’s Treasury of the United Kingdom or any other relevant sanctions authority.

**ARTICLE III**

**DEPOSIT AND APPLICATION OF FUNDS**

**SECTION 3.1. Deposit of and Application of Funds.** The District hereby creates and shall hold, maintain, administer and account for a separately segregated fund into which the proceeds of this Lease and the Assignment Agreement shall be deposited and all investment earnings thereon shall be deposited therein (the “*Project Fund*”) held by the bank identified in the Funding Agreement. The proceeds of this Lease will be deposited in the Project Fund may only be used to pay

Project costs, certain of the interest component of the Lease Payments and Costs of Issuance and may not be used for any other purpose.

**SECTION 3.2. Appointment of District as Agent of Lessor.** The Lessor hereby appoints the District as its agent to carry out all phases of the Project under and in accordance with the provisions hereof. The District hereby accepts its appointment as agent of the Lessor and assumes all rights, liabilities, duties and responsibilities of the Lessor regarding the Project. The District, as agent of the Lessor hereunder, will enter into, administer and enforce all purchase orders or other contracts relating to the Project. All contracts for, and all work relating to, the Project are subject to all applicable provisions of law relating to the acquisition, construction, improvement, and equipping of like facilities, equipment and property by the District.

**SECTION 3.3. Acquisition, Construction and Installation of the Project.** As agent of the Lessor, the District hereby agrees with due diligence to supervise and provide for, or cause to be supervised and provided for, the acquisition, construction and installation of the Project in accordance with the plans and specifications, purchase orders, construction contracts and other documents relating thereto and approved by the District under all applicable requirements of law.

**SECTION 3.4. Compliance with Law.**

(a) Public Bidding. The District shall comply with all applicable provisions for bids and contracts prescribed by law, including, without limitation, the Public Contract Code, the Education Code, and the Government Code of the State.

(b) Wage Rates and Working Hours. The District shall comply with all applicable provisions relating to prevailing wage rates and working hours, as applicable, required by the Education Code of the State.

(c) Field Act Compliance. If applicable, the District shall acquire, construct and install the Project in such manner as to comply with the Field Act.

**ARTICLE IV**

**LEASE OF LEASED PROPERTY; LEASE PAYMENTS**

**SECTION 4.1. Lease of Leased Property by Lessor to District.** For and in consideration of the application by the Lessor of funds in accordance with Section 3.1, the District has leased the Leased Property to the Lessor under the Site Lease. For and in consideration of the Lease Payments to be made by the District hereunder, the Lessor hereby leases the Leased Property to the District and the District hereby leases the Leased Property from the Lessor, pursuant to this Lease upon the terms and provisions hereof.

**SECTION 4.2. Covenant to Substitute Property.** The District hereby covenants that, in the event that the Leased Property ceases to be substantially used for the District's ordinary operations, within ninety (90) days of such date, the District will substitute the Leased Property with a newly identified property of comparable value that is substantially used in the District's ordinary operations, in accordance with the provisions of Section 4.7 of this Lease, subject to the prior written consent of the Holder in its sole and absolute discretion.

**SECTION 4.3. Term.** The Term of this Lease commences on the Closing Date and ends on the date on which all Lease Payment obligations have been satisfied in full or cancelled. The Term of the Lease may be extended by agreement of the parties hereto. Extensions of the Term shall be in intervals of one month. In the event the obligation of the District to pay Lease Payments is abated for any period under Section 6.3, the term of this Lease shall extend until such time as all Lease Payments set forth on Appendix B hereto have been satisfied in full, provided that the term of this Lease shall not extend more than ten years following the last Lease Payment Date shown on Appendix B. In the event the Term of this Lease is extended for any reason, the maturity date of the Certificates shall be correspondingly extended, such that the principal payment date shall be extended to extended final maturity date.

**SECTION 4.4. Lease Payments.**

(a) *Obligation to Pay.* Subject to the provisions of Section 6.3 and the provisions of the Funding Agreement, the District agrees to pay to the Lessor, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Appendix B attached hereto (including any supplements thereto) and by this reference incorporated herein, to be due and payable in immediately available funds on each of the respective Lease Payment Dates specified in Appendix B. The Lease Payments payable in any Rental Period with respect to the Leased Property shall be for the use of the Leased Property during such Rental Period. The interest components of the Lease Payments have been calculated based on an interest rate of 4% per annum, on the basis of a 360-day year of twelve 30-day months. The principal component of Lease Payment may be forgiven upon satisfaction of the conditions contained in the Funding Agreement. The District's obligation to pay Lease Payments in accordance with this Section 4.4(a), subject to the provisions of Section 6.3 and provisions of the Funding Agreement, shall be absolute and unconditional in all events without diminution, deduction, set-off or defense for any reason. If a Lease Payment is due on a Lease Payment Date that is not a Business Day, then the Lease Payment may be made on the next succeeding Business Day with the same force and effect if made on the date due. So long as the Holder is the holder of the Lease, the Lease Payments shall be made to the Holder by wire transfer in accordance with the wire transfer instructions provided by the Holder in the Funding Agreement. Lease Payments to the Holder may be modified as provided in the Funding Agreement.

(b) *Forgiveness/Cancellation.* If all of the District's obligations under the Lease are forgiven by the Holder, the District's obligations under the Lease will thereupon cease and terminate and the Certificate shall be cancelled.

(c) *Rate on Overdue Payments.* In the event the District should fail to make any of the Lease Payments required in this Section for a period exceeding ten (10) days after the due date thereof, the Lease Payment in default shall continue as an obligation of the District until the amount in default shall have been fully paid.

(d) *Fair Rental Value.* The Lease Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and will be paid by the District in each Rental Period for and in consideration of the right of the use and occupancy, and the continued quiet use and enjoyment, of the Leased Property during each Rental Period. The parties hereto have agreed and determined that in the context of the provisions of the Funding Agreement, the total Lease Payments due in each Rental Period are not in excess of the fair rental value of the Leased Property in the corresponding Rental Period. In making this determination,



consideration has been given to the estimated fair market value of the Leased Property, the replacement costs of the Leased Property, the costs of financing the deposit required to be made under Section 3.1, other obligations of the District and the Lessor under this Lease, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the District and the general public.

(e) *Source of Payments; Budget and Appropriation.* The Lease Payments are payable from any source of legally available funds of the District, subject to the provisions of Section 6.3. The District covenants to take such action as may be necessary to include all Lease Payments in each of its annual budgets during the Term of this Lease and to make the necessary annual appropriations for all such Lease Payments. The covenants on the part of the District herein contained constitute duties imposed by law and it is the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the District.

(f) *No Withholding.* So long as the Lease Payments are not then subject to abatement, notwithstanding any dispute between the Lessor and the District, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the District to perform the task for which it is leased, the District shall make all Lease Payments and Additional Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

**SECTION 4.5. Quiet Enjoyment.** Throughout the Term of this Lease, the Lessor will provide the District with quiet use and enjoyment of the Leased Property and the District will peaceably and quietly have and hold and enjoy the Leased Property, without suit, trouble or hindrance from the Lessor, except as expressly set forth in this Lease. The Lessor will, at the request of the District and at the District's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent the Lessor may lawfully do so. Notwithstanding the foregoing, the Lessor has the right to inspect the Leased Property as provided in Section 7.2.

**SECTION 4.6. Title.** At all times during the Term of this Lease, the Lessor shall hold leasehold title to the Leased Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to the provisions of Section 7.2.

Upon the termination of this Lease (other than under Section 8.2(b) hereof), all right, title and interest of the Lessor in and to the Leased Property shall be transferred to and vested in the District. Upon the payment in full of all Lease Payments allocable to the Leased Property, all right, title and interest of the Lessor in and to the Leased Property shall be transferred to and vested in the District. The Lessor agrees to take any and all steps and execute and record any and all documents reasonably required by the District to consummate any such transfer of title.

**SECTION 4.7. Substitution of Property.** With the prior written consent of the Holder in its sole and absolute discretion, the District may substitute other land, facilities or improvements (the "Substitute Property") for the Leased Property or any portion thereof (the "Former Property"), by providing the Holder with a supplement to this Lease substantially in the form attached as Appendix C hereto, provided that the District has satisfied all of the following requirements, which are hereby declared to be conditions precedent to such substitution:

(a) The District has certified to the Lessor and the Holder that no Event of Default has occurred and is continuing.

(b) The District has filed with the Lessor and the Holder, and caused to be recorded in the Office of the San Bernardino County Clerk-Recorder, sufficient memorialization of an amended Appendix A to this Lease which adds thereto a description of such Substitute Property and deletes therefrom the description of such Former Property (together with corresponding supplements to the Site Lease and Assignment Agreement in form and substance satisfactory to the Holder).

(c) The District has certified in writing to the Lessor and the Holder that such Substitute Property is essential to the District's efficient and economic operation, serves an essential governmental function of the District and constitutes property which the District is permitted to lease under the laws of the State.

(d) The Substitute Property does not cause the District to violate any of its covenants, representations and warranties made herein. No event giving rise to an abatement of Lease Payments has occurred or is continuing with respect to the Substitute Property.

(e) The District has certified in writing to the Lessor and the Holder that the estimated value and the estimated fair rental value of the Substitute Property are at least equal to the estimated value and the estimated fair rental value, respectively, of the Former Property as of the substitution date, and that the useful life of the Substitute Property extends to or beyond the Term of this Lease.

Upon the satisfaction of all conditions precedent to any substitution under this Section 4.7, the Term of this Lease will thereupon end as to the Former Property and commence as to the Substitute Property. The Lessor and the District shall execute, deliver and cause to be recorded all documents required to discharge the Site Lease, this Lease and the Assignment Agreement of record against the Former Property.

If for any reason the District is unable to so substitute real property for the Leased Property with an estimated value and an estimated fair rental value at least equal to the remaining Lease Payments hereunder, the District shall use its best efforts to obtain other financing in an amount necessary to prepay the principal component of the Lease Payments not supported by the fair rental value of the substituted property, if any.

In the event the District is unable to implement the actions described above in this Section 4.7, the District and the Lessor hereby agree that the obligations evidenced by this Lease shall be the senior encumbrance on the Leased Property and any future encumbrance, including without limitation any lease, mortgage, deed of trust or security interest, shall be subordinate to this Lease and there shall be no payments in any Rental Period on the obligations evidenced or secured thereby until all of the scheduled Lease Payments set forth on Appendix B hereto for such Rental Period have been paid in full.

**SECTION 4.8. Release of Property.** With the prior written consent of the Holder in its sole and absolute discretion, the District may release any portion of the Leased Property from this Lease (the "Released Property") provided that the District has satisfied all of the following requirements, which are hereby declared to be conditions precedent to such release:

(a) The District has certified to the Lessor and the Holder that no Event of Default has occurred and is continuing.

(b) The District has filed with the Lessor and the Holder, and caused to be recorded in the Office of the San Bernardino County Clerk-Recorder, sufficient memorialization of an amendment hereof which removes the Released Property from this Lease.

(c) The District has certified in writing to the Lessor and the Holder that the value of the property which remains subject to this Lease following such release is at least equal to the aggregate unpaid principal components of the Lease Payments as of such release date.

Upon written consent of the Holder and the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Released Property. The District is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Lessor and the District shall execute, deliver and cause to be recorded all documents required to discharge the Site Lease and this Lease of record against the Released Property.

## ARTICLE V

### MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

**SECTION 5.1. Maintenance, Utilities, Taxes and Assessments.** Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all improvement, repair and maintenance of the Leased Property are the sole responsibility of the District, and the District will pay for or otherwise arrange for the payment of all utility services supplied to the Leased Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the District or any assignee or sublessee thereof on the part of the District or any assignee..

The District will pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Lessor or the District affecting the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District is obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

The District may, at the District's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Lessor shall notify the District that, in its reasonable opinion, by nonpayment of any such items the interest of the Lessor in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the District will promptly pay such taxes, assessments or charges or provide the Lessor with full security against any loss which may result from nonpayment, in form satisfactory to the Lessor.

**SECTION 5.2. Modification of Leased Property.** The District has the right, at its own expense, to make additions, modifications and improvements to the Leased Property or any portion thereof. All additions, modifications and improvements to the Leased Property will thereafter comprise part of the Leased Property and become subject to the provisions of this Lease. Such additions, modifications and improvements may not in any way damage the Leased Property, or cause the Leased Property to be used for purposes other than those authorized under the provisions of State and federal law; and the Leased Property, upon completion of any additions, modifications and improvements made thereto under this Section, must be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements

**SECTION 5.3. Reserved.**

**SECTION 5.4. Casualty Insurance.**

(a) *Requirement to Maintain Casualty Insurance.* The District will procure and maintain, or cause to be procured and maintained, throughout the Term of this Lease, casualty insurance against loss or damage to the Leased Property by fire and lightning, with extended coverage insurance, vandalism and malicious mischief insurance and sprinkler system leakage insurance. Said extended coverage insurance shall cover loss or damage by fire, explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance, including earthquake coverage if such coverage is available at commercially reasonable cost from a reputable insurer in the reasonable determination of the District. Such insurance shall be in an amount at least equal to the replacement value of the insured Leased Property and may be subject to such deductibles as the District deems adequate and prudent. The District shall set aside in a segregated account funds sufficient to cover such deductibles. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other program providing pooled insurance with the prior written consent of the Holder. The District will apply the Net Proceeds of such insurance as provided in Article VI.

(b) *Self-Insurance.* As an alternative to providing the insurance required by this Section, the District may provide a self-insurance method or plan of protection if and to the extent such self-insurance method or plan of protection (i) affords reasonable coverage for the risks required to be insured against, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by public entities in the State other than the District and if the District demonstrates that such self-insurance method or plan of protection is properly established, funded, actuarially sound and that such self-insurance method or plan of protection is otherwise consistent with prudent business practices for insuring against such risks, and (ii) has first been approved in writing by the Holder. Before such other method or plan may be provided by the District, and annually thereafter so long as such method or plan is being provided to satisfy the requirements of this Lease, there shall be filed with the Lessor and the Holder a certificate of an actuary, insurance consultant or other qualified person (who may be an employee of the District), stating that, in the opinion of the signer, the substitute method or plan of protection is in accordance with the requirements of this Section and, when effective, would afford reasonable coverage for the risks required to be insured against and is sufficiently funded to afford such coverage. There shall also be filed a certificate of the District setting forth the details of such substitute method or plan. In the event of loss covered by any such self-insurance method, the liability of the District hereunder shall be limited to the amounts in the self-insurance reserve fund or funds created under such method.

**SECTION 5.5. Reserved.**

**SECTION 5.6. Worker's Compensation Insurance.** If required by applicable State law, the District shall carry worker's compensation insurance covering all employees on, in, near or about the Leased Property and, upon request, shall furnish to the Lessor and the Holder certificates evidencing such coverage throughout the Term of this Lease.

**SECTION 5.7. Recordation Hereof.** The District shall, at its expense, cause the Site Lease and this Lease, or a memorandum hereof or thereof, to be recorded in the office of the San Bernardino County Clerk-Recorder with respect to the Leased Property.

**SECTION 5.8. Form of Policies.** All insurance policies (or riders) required by this Article V shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten days before the cancellation or revision becomes effective.

**SECTION 5.9. Installation of District's Personal Property.** The District may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Leased Property. All such items shall remain the sole property of the District, in which the Lessor has no interest, and may be modified or removed by the District at any time. The District must repair and restore any and all damage to the Leased Property resulting from the installation, modification or removal of any such items. Nothing in this Lease prevents the District from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest may attach to any part of the Leased Property.

**SECTION 5.10. Liens.** The District will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than Permitted Encumbrances and such other encumbrances as the District certifies in writing to the Lessor and the Holder do not materially and adversely affect the leasehold estate in the Leased Property hereunder and under the Site Lease or the easement under the Site Lease and for which the Holder approves in writing, which approval may not be unreasonably withheld or delayed. Except as expressly provided in this Article V, the District will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The District will reimburse the Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

**SECTION 5.11. Advances.** If the District fails to perform any of its obligations under this Article V, the Lessor may take such action as may be necessary to cure such failure, including the advancement of money, and the District shall be obligated to repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.4(a).

**SECTION 5.12. Condemnation by District.** The District shall not exercise the power of condemnation with respect to the Lessor's or the Holder's leasehold or easement interest in the Leased Property so long as this Lease is valid and outstanding. If for any reason the foregoing



covenant shall be held by a court of competent jurisdiction to be unenforceable and the District condemns the Lessor's or the Holder's leasehold or easement interest in the Leased Property or if the District breaches such covenant, the District agrees that the value of the District's leasehold estate hereunder in the Leased Property shall be not less than the amount sufficient to prepay the aggregate Lease Payments.

## ARTICLE VI

### **DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF PROCEEDS; ABATEMENT OF LEASE PAYMENTS**

**SECTION 6.1. Deposit of Net Proceeds.** The Net Proceeds of any taking of the Leased Property or any portion thereof in eminent domain proceedings, and the Net Proceeds of any policy of insurance maintained under Section 5.4, shall be paid to the District to be applied as hereinafter set forth in Section 6.2. The Net Proceeds of any policy of insurance that is maintained under Section 5.5 shall be paid to the District to be applied as set forth in Section 5.5.

**SECTION 6.2. Application of Net Proceeds.** If the Leased Property is taken in eminent domain proceedings at any time during the Term of this Lease, or if the Leased Property is damaged due to an insured casualty which is covered by a policy of insurance or a program of self-insurance maintained under Section 5.4, the District shall, as soon as practicable after such event, with the prior written consent of the Holder, apply the Net Proceeds resulting therefrom to one of the following:

- (a) repair the Leased Property to full use;
- (b) replace the Leased Property, at the District's sole cost and expense, with property of equal or greater value to the Leased Property immediately prior to the time of such destruction or damage, such replacement Leased Property to be subject to the Holder's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or
- (c) substitute additional property as provided in Section 4.7.

The District will notify the Lessor and the Holder of which course of action it has elected to take within a reasonable time not to exceed 60 days after the occurrence of such eminent domain proceedings or such destruction or damage. Such repair, replacement, substitution or prepayment shall commence not later than 60 days after the occurrence of such taking, destruction or damage and be pursued diligently to completion. The Lessor may (but is not required to) in its own name or in the District's name execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy, and the District hereby grants to the Lessor a power of attorney coupled with an interest to accomplish all or any of the foregoing.

**SECTION 6.3. Abatement Due to Damage or Destruction.** The Lease Payments are subject to abatement during any period in which by reason of damage or destruction (other than by eminent domain which is provided for in Section 6.4) there is substantial interference with the use and occupancy by the District of the Leased Property or any portion thereof. The Lease Payments are subject to abatement in an amount determined by the District such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of

the Leased Property not damaged or destroyed. Such abatement will continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, this Lease will continue in full force and effect including for the Extended Lease Term and the District waives any right to terminate this Lease by virtue of any such damage and destruction. Notwithstanding the foregoing, the Lease Payments are not subject to abatement to the extent that rental interruption insurance proceeds are available to pay Lease Payments which would otherwise be abated under this Section 6.3, it being hereby declared that such amounts constitute special funds for the payment of the Lease Payments.

**SECTION 6.4. Termination or Abatement Due to Eminent Domain.** If the Leased Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease will cease with respect thereto as of the day possession is so taken. If less than all of the Leased Property is taken permanently, or if the Leased Property is taken temporarily, under the power of eminent domain, (a) this Lease will continue in full force and effect with respect thereto and will not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (b) there will be a partial abatement of Lease Payments allocated thereto based upon whether such event has occurred with respect to the Leased Property, in an amount to be determined by the District such that the resulting "Lease Payments" represent fair consideration for the use and occupancy of the remaining usable portions of the affected Leased Property. The abatement period shall end upon the earlier of restoration of beneficial use and enjoyment to the District of the Leased Property, replacement or substitution thereof or prepayment of Lease Payments as provided herein. The District shall apply Net Proceeds in accordance with Section 6.2.

**SECTION 6.5. Extended Lease Term.**

(a) In case of abatement of Lease Payments as provided herein, or in the case of the extension of the funding period under the Funding Agreement, the term of this Lease shall automatically be extended for an Extended Lease Term and further extended successively for any additional Extended Lease Term as a result of the occurrence of any subsequent similar event; provided, however, that in no event shall any such extension result in the Term extending past the date specified in Section 4.3 hereof.

(b) The terms and conditions during any Extended Lease Term under this Lease shall be the same as the terms and conditions during the original Term, except that:

(i) Holder shall prepare, and Holder and District shall execute and deliver, a revised Schedule of Lease Payments to address Lease Payments over the Extended Lease Term;

(ii) In connection with the execution and delivery of a revised Schedule of Lease Payments as herein provided, District shall deliver to Holder upon Holder's request, at the District's expense, a written opinion of Bond Counsel that such Extended Lease Term and the actions taken pursuant to this Section 6.5 do not cause the interest component of the Lease Payments to become subject to personal income taxation by the State.

## ARTICLE VII

### OTHER COVENANTS OF THE DISTRICT

**SECTION 7.1. Disclaimer of Warranties.** THE LESSOR MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE LEASED PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE LESSOR IS NOT A MANUFACTURER OF ANY PORTION OF THE LEASED PROPERTY OR A DEALER THEREIN AND THAT THE DISTRICT LEASES THE LEASED PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE DISTRICT. In no event is the Lessor liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease for the existence, furnishing, functioning or use of the Leased Property by the District.

**SECTION 7.2. Access to the Leased Property.** The District agrees that the Lessor, and the Lessor's successors or assigns, has the right at all reasonable times, following at least 48 hours written notice provided to the District, to enter upon and to examine and inspect the Leased Property or any part thereof. The District further agrees that the Lessor, and the Lessor's successors or assigns, shall have such rights of access to the Leased Property or any component thereof, following at least 48 hours written notice provided to the District, as may be reasonably necessary to cause the proper maintenance of the Leased Property if the District fails to perform its obligations hereunder. Neither the Lessor nor any of its assigns has any obligation to cause such proper maintenance.

**SECTION 7.3. Reserved.**

**SECTION 7.4. Assignment by the Lessor.** The Lessor's rights under this Lease, including the right to receive and enforce payment of the Lease Payments to be made by the District hereunder, have been assigned to the Holder under the Assignment Agreement. The District hereby consents to such assignment. The Lessor hereby directs the District, and the District hereby agrees, to pay to the Holder all payments payable by the District under Section 4.4. Whenever in this Lease any reference is made to the Lessor and such reference concerns rights which the Lessor has assigned to the Holder, such reference shall be deemed to refer to the Holder.

The Holder may not make additional assignments of its interests herein. The Lessor may not further assign its interests herein or under the Site Lease without the prior written consent of the Holder in its sole discretion.

**SECTION 7.5. Assignment and Subleasing by the District.** This Lease may not be assigned by the District. With the prior written consent of the Holder, the District may sublease the Leased Property, or any portion thereof, subject to all of the following conditions:

(a) This Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District.



(b) The District shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Lessor a true and complete copy of such sublease.

(c) Any sublease shall be expressly subject and subordinate to this Lease.

(d) No such sublease by the District may cause the Leased Property to be used for a purpose other than an essential government function and as may be authorized under the provisions of the laws of the State.

The District shall furnish the Lessor with a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become subject to personal income taxation by the State.

**SECTION 7.6. Amendment Hereof.** This Lease may be amended with the prior written consent of the Holder; provided, however, that prior to the effective date of any such amendment, and as a condition precedent to the effectiveness thereof, the District at its expense shall obtain an opinion of Bond Counsel stating that such amendment will not cause the interest components of the Lease Payments to become subject to personal income taxation by the State.

**SECTION 7.7. Reserved.**

**SECTION 7.8. Reserved.**

**SECTION 7.9. Information Provided to the Holder.** The District shall provide Immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default, together with a detailed statement by an authorized representative of the District describing the steps being taken by the District to cure the effect of such Event of Default.

**SECTION 7.10. Records and Accounts.** The District will keep proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the funds and accounts of the District. Said books shall, upon prior request, be subject to the reasonable inspection of the Lessor or the Holder, or their representatives authorized in writing, upon not less than two Business Days' prior notice to the District.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES

**SECTION 8.1. Events of Default Defined.** Any one or more of the following events constitutes an Event of Default hereunder:

(a) Failure by the District to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein or to maintain insurance as specified in Article V.

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section and other than a failure by the District to perform any covenant contained in Section 7.7 that does not materially adversely affect the Lessor and its interests, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has

been given to the District by the Lessor or the Holder. However, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 30 day period, the Lessor and the Holder shall not unreasonably withhold their consent to an extension of such time (for a period not to exceed 60 days) if corrective action is instituted by the District within such 30 day period and diligently pursued until the default is corrected.

(c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

(d) Any representation, warranty or certification made by the District hereunder or in connection herewith shall have been incorrect or misleading when made.

(e) Abandonment by the District of any part of the Leased Property.

(f) This Lease or the Site Lease, or any material provision hereof or thereof, shall at any time for any reason cease to be the legal, valid and binding obligation of the District or shall cease to be in full force and effect, or shall be declared to be unenforceable, invalid or void, or the validity or enforceability thereof shall be contested by the District, or the District shall renounce the same or deny that it has any further liability hereunder or thereunder.

(g) A default by the Holder of its obligations under the Funding Agreement.

(h) The occurrence of a Material Adverse Effect.

**SECTION 8.2. Remedies on Default.** Whenever an Event of Default has happened pursuant to Section 8.1 (a), (b), (c), (d), (e), (f) or (h) and is continuing, the Lessor, may exercise any and all remedies available under law or granted under this Lease; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the District is expressly made a condition and upon the breach thereof the Lessor may exercise any and all rights granted hereunder; provided, that no termination of this Lease shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Except in the event of a default by the Holder under the Funding Agreement, the occurrence and during the continuance of any Event of Default, the Lessor, with the consent of the Holder, may exercise any one or more of the following remedies:

(a) *Enforcement of Payments Without Termination.* If the Lessor does not elect to terminate this Lease in the manner hereinafter provided for in subparagraph (b) hereof, the District agrees to and shall remain liable for the payment of all Lease Payments and the performance of all conditions herein contained, and the Lessor may take whatever action at law or in equity that may appear necessary or desirable to collect each Lease Payment as it becomes due hereunder. The District shall reimburse the Lessor for any deficiency arising out of the re-leasing or sale of the Leased Property, or, if the Lessor is unable to re-lease or sell the Leased Property, then for the full amount of all Lease Payments to the end of the Term of this Lease, but said Lease Payments and/or

deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Lessor or any suit in unlawful detainer, or otherwise, brought by the Lessor for the purpose of effecting such re-entry or obtaining possession of the Leased Property or the exercise of any other remedy by the Lessor. The District hereby irrevocably appoints the Lessor as the agent and attorney-in-fact of the District to enter upon and re-lease the Leased Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Leased Property, to place such property in storage or other suitable place located in San Bernardino County for the account of and at the expense of the District, and the District hereby exempts and agrees to save harmless the Lessor from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Leased Property and the removal and storage of such property by the Lessor or its duly authorized agents in accordance with the provisions herein contained. The District agrees that the terms of this Lease constitute full and sufficient notice of the right of the Lessor to re-lease the Leased Property in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of the Lessor in effecting such re-leasing shall constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease shall vest in the Lessor to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. The District agrees to surrender and quit possession of the Leased Property upon demand of the Lessor for the purpose of enabling the Leased Property to be re-let under this paragraph, and the District further waives the right to any rental obtained by the Lessor in excess of the Lease Payments and hereby conveys and releases such excess to the Lessor as compensation to the Lessor for its services in re-leasing the Leased Property.

(b) *Termination of Lease.* (i) If an Event of Default occurs and is continuing hereunder, the Lessor, at the direction of the Holder, may terminate this Lease and re-lease all or any portion of the Leased Property. If the Lessor terminates this Lease at its option and in the manner hereinafter provided due to a default by the District (and notwithstanding any re-entry upon the Leased Property by the Lessor in any manner whatsoever or the re-leasing of the Leased Property), the District nevertheless agrees to pay to the Lessor all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Lessor from such re-leasing shall be applied by the Lessor to Lease Payments due under this Lease. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Lessor shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Lessor shall have given written notice to the District of the election on the part of the Lessor to terminate this Lease. The District covenants and agrees that no surrender of the Leased Property, or of the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Lessor by such written notice.

(ii) In the Event of Default under Section 8.1(g) the District may, at its discretion, elect to terminate the Lease and suspend all obligations hereunder, including, but not limited to, the revocation and cancellation of the Certificates. Upon the exercise of such right, the Holder shall have no claims to any Lease Payments, notwithstanding any provisions of the Assignment Agreement. Upon exercise of this remedy, the District shall notify Holder in writing of the termination of the Lease.

(c) *Proceedings at Law or In Equity.* If an Event of Default occurs and continues hereunder, the Lessor at the direction of the Holder, may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

(d) *Remedies under the Site Lease.* If an Event of Default occurs and continues hereunder, the Lessor, at the direction of the Holder, may exercise its rights under the Site Lease.

**SECTION 8.3. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article VIII it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

**SECTION 8.4. Agreement to Pay Attorneys' Fees and Expenses.** If either party to this Lease defaults under any of the provisions hereof and the nondefaulting party should employ attorneys (including in-house legal counsel) or incur other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys (including allocable costs and expenses of in-house legal counsel, if any) and such other expenses so incurred by the nondefaulting party.

**SECTION 8.5. No Additional Waiver Implied by One Waiver.** If any agreement contained in this Lease is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

**SECTION 8.6. Holder to Exercise Rights.** Other than the remedies reserved in Section 8.1(g) hereof, other such rights and remedies as are given to the Lessor under this Article VIII have been assigned by the Lessor to the Holder, to which assignment the District hereby consents. Such rights and remedies shall be exercised solely by the Holder.

## ARTICLE IX

### GOOD FAITH ESTIMATES

**SECTION 9.1. Based on a good faith estimate from the Purchaser.** The District finds that (i) the True Interest Cost of the Lease/Purchase Agreement (as defined in Government Code Section 5852.1) is expected to be approximately 4%, (ii) the total Finance Charge of the Lease/Purchase Agreement (as defined in Government Code Section 5852.1) is expected to be approximately \$110,000,000, (iii) the total proceeds expected to be received by the District from the sale of the Lease/Purchase Agreement, less the Finance Charge of the Lease/Purchase Agreement and any reserves or capitalized interest paid or funded with proceeds of the Lease/Purchase Agreement, is \$445,000,000, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1), calculated to the final maturity of the Lease/Purchase Agreement, will be approximately \$665,000,000. The information presented in this Section 6(b) is

included in satisfaction of Government Code Section 5852.1, and shall not abrogate or otherwise limit any provision of this Lease.

## ARTICLE X

### CERTIFICATES

**SECTION 10.1. Form; Registration; Interest.** The Certificates shall be delivered substantially in the form set forth in Appendix E attached hereto and by this reference incorporated herein with such appropriate additions, modifications and insertions as are permitted or required by this Lease. The Certificates shall be numbered from “R-1” upwards in consecutive numerical order.

Interest with respect to the Certificates shall be payable annually on June 1 of each year, commencing June 1, 2024. Said interest shall represent the portion of Lease Payments designated as interest and coming due during the preceding twelve months each year (the “Certificate Payment Dates”) with respect to the Certificates computed on the basis of a 360-day year of twelve 30-day months. The proportionate share of the portion of Lease Payments designated as interest with respect to any Certificate shall be computed by multiplying the portion of Lease Payments designated as principal with respect to such Certificate by the rate of interest applicable to such Certificate.

#### **SECTION 10.2. Book-Entry System.**

(a) Election of Book-Entry System. Prior to the execution and delivery of the Certificates, the District may provide that such Certificates shall be initially executed and delivered as book-entry Certificates. If the District shall elect to deliver any Certificates in book-entry, then the District shall cause the delivery of a separate single fully registered Certificate (which may be typewritten) for each maturity date of such Certificates in an authorized denomination corresponding to that total principal amount of the Certificates designated to mature on such date. Upon initial execution and delivery, the ownership of each such Certificate shall be registered in the Certificate register in the name of the Holder, or any portion thereof may not thereafter be transferred except as provided in Section 10.2(e) hereof.

With respect to book-entry Certificates, the District shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Certificates. Without limiting the immediately preceding sentence, the District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Certificates, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Certificate register, of any notice with respect to book-entry Certificates, including any notice of prepayment, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Certificates to be prepaid in the event the District prepays the Certificates in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest evidenced and represented by book-entry Certificates. The District may treat and consider the person in whose name each book-entry Certificate is registered in the Certificate register as the absolute Owner of such book-entry Certificate for the purpose of payment of principal, premium and interest with respect to such Certificate, for the purpose of giving notices of prepayment and other matters with respect to such



Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The District shall pay all principal, premium, if any, and interest evidenced and represented by the Certificates only to or upon the order of the respective Owner, as shown in the Certificate register, or his or her respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal, premium, if any, and interest evidenced and represented by the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Certificate register, shall receive a Certificate evidencing the obligation to make payments of principal, premium, if any, and interest evidenced and represented by the Certificates. Upon delivery by the Depository to the Owner and the District, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word "Nominee" in this Lease shall refer to such nominee of the Depository.

(b) Delivery of Letter of Representations. In order to qualify the book-entry Certificates for the Depository's book-entry system, the District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District any obligation whatsoever with respect to persons having interests in such book-entry Certificates other than the Owners, as shown on the Certificate register. In addition to the execution and delivery of a Letter of Representations, the District shall take such other actions, not inconsistent with this Lease, as are reasonably necessary to qualify book-entry Certificates for the Depository's book-entry program.

(c) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Certificates, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Certificates or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered Certificate for each of the maturity dates of such book-entry Certificates, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (e) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Certificates shall no longer be restricted to being registered in such Certificate register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Certificates shall designate.

(d) Payments to Depository. Notwithstanding any other provision of this Lease to the contrary, so long as all outstanding Certificates are held in book-entry and registered in the name of the Nominee, all payments with respect to principal, prepayment premium, if any, and interest evidenced and represented by such Certificate and all notices with respect to such Certificate shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Trustee notwithstanding any inconsistent provisions herein.

(e) Transfer of Certificates to Substitute Depository.

(i) The Certificates shall be initially executed and delivered as provided in Section 10.1 hereof. If such Certificates are initially registered in the name of the Nominee, then registered ownership of such Certificates, or any portions thereof, may not thereafter be transferred except:

(A) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to clause (B) of subsection (i) of this Section 10.2(e) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(B) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(C) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(ii) In the case of any transfer pursuant to clause (A) or clause (B) of subsection (i) of this Section 10.2(e), upon receipt of all outstanding Certificates by the District, a single new Certificate, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Certificates then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be. In the case of any transfer pursuant to clause (C) of subsection (i) of this Section 10.2(e), upon receipt of all outstanding Certificates by the District, new Certificates, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested.

(iii) In the case of a partial prepayment or an advance refunding of any Certificates evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Certificates indicating the date and amounts of such reduction in principal, in form acceptable to the District, all in accordance with the Letter of Representations. The District shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

(iv) The District shall be entitled to treat the person in whose name any Certificate is registered as the Owner thereof for all purposes of this Lease and any applicable laws, notwithstanding any notice to the contrary received by the District; and the District shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Certificates. The District shall not have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Certificates, and the District may rely conclusively on its records as to the identity of the Owners of the Certificates.





**SECTION 11.6. Execution in Counterparts.** This Lease may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

**SECTION 11.7. Applicable Law.** This Lease is governed by and construed in accordance with the laws of the State of California.

**SECTION 11.8. Captions.** The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Lease.

**SECTION 11.9. No Merger.** It is the express intention of the Lessor and the District that this Lease and the obligations of the parties hereunder are separate and distinct from the Site Lease and the obligations of the parties thereunder, and that during the term of the Site Lease and this Lease no merger of title or interest may occur or be deemed to occur as a result of the respective positions of the Lessor and the District thereunder and hereunder.

**SECTION 11.10. Third Party Beneficiary.** The Holder is made a third party beneficiary hereunder with all rights of a third party beneficiary.

**SECTION 11.11. Holder as Provider of Financing Only.** The Holder is financing the Project. The Holder does not operate, control or have possession of the Project or the Leased Property and has no control over the work performed by any vendor with respect to the Project or the Leased Property. The Holder has no obligation with respect to the installation, operation, use, storage and maintenance of the Project or the Leased Property or any other obligations of the parties under this Lease or the Site Lease.

**SECTION 11.12. Judicial Reference.** The Lessor and the District hereby agree: (i) each proceeding or hearing based upon or arising out of, directly or indirectly, this Lease, the Site Lease, the Leased Property or any document related thereto, any dealings between the District and the Lessor related to the subject matter of this Lease, the Site Lease or any related transactions, and/or the relationship that is being established between the District and the Lessor (hereinafter, a "Claim") shall be determined by a consensual general judicial reference (the "Reference") pursuant to the provisions of California Code of Civil Procedure Section 638 *et seq.*, as such statutes may be amended or modified from time to time; (ii) upon a written request, or upon an appropriate motion by either the Lessor or the District, as applicable, any pending action relating to any Claim and every Claim shall be heard by a single Referee (as defined below) who shall then try all issues (including any and all questions of law and questions of fact relating thereto), and issue findings of fact and conclusions of law and report a statement of decision. The Referee's statement of decision will constitute the conclusive determination of the Claim. The Lessor and the District agree that the Referee shall have the power to issue all legal and equitable relief appropriate under the circumstances before the Referee; (iii) the Lessor and the District shall promptly and diligently cooperate with one another, as applicable, and the Referee, and shall perform such acts as may be necessary to obtain prompt and expeditious resolution of all Claims in accordance with the terms of this Section 11.12 (iv) either the Lessor or the District, as applicable, may file the Referee's findings, conclusions and statement with the clerk or judge of any appropriate court, file a motion to confirm the Referee's report and have judgment entered thereon (if the report is deemed incomplete by such court, the Referee may be required to complete the report and resubmit it); (v) the Lessor and the District, as applicable, will each have such rights to assert such objections as are set forth in California Code of Civil Procedure Section 638 *et seq.*; and (vi) all proceedings shall be closed to the

public and confidential, and all records relating to the Reference shall be permanently sealed when the order thereon becomes final.

(a) *Selection of Referee; Powers.* The parties to the Reference proceeding shall select a single neutral referee (the “Referee”), who shall be a retired judge or justice of the courts of the State, or a federal court judge, in each case, with at least ten (10) years of judicial experience in civil matters. The Referee shall be appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts). If within ten (10) days after the request or motion for the Reference, the parties to the Reference proceeding cannot agree upon a Referee, then any party to such proceeding may request or move that the Referee be appointed by the Presiding Judge of the San Bernardino County Superior Court. The Referee shall determine all issues relating to the applicability, interpretation, legality and enforceability of this Section 11.12.

(b) *Provisional Remedies and Self Help.* No provision of this Section 11.12 shall limit the right of either the Lessor or the District, as the case may be, to (i) exercise such self-help remedies as might otherwise be available under applicable law, or (ii) obtain or oppose provisional or ancillary remedies, including without limitation injunctive relief, writs of possession, the appointment of a receiver, and/or additional or supplementary remedies from a court of competent jurisdiction before, after, or during the pendency of any Reference. The exercise of, or opposition to, any such remedy does not waive the right of the Lessor or the District to the Reference pursuant to this Section 11.12(b).

(c) *Costs and Fees.* Promptly following the selection of the Referee, the parties to such Reference proceeding shall each advance equal portions of the estimated fees and costs of the Referee. In the statement of decision issued by the Referee, the Referee shall award costs, including reasonable attorneys’ fees, to the prevailing party, if any, and may order the Referee’s fees to be paid or shared by the parties to such Reference proceeding in such manner as the Referee deems just.

IN WITNESS WHEREOF, the Lessor and the District have caused this Lease/Purchase Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

PUBLIC PROPERTY FINANCING CORPORATION  
OF CALIFORNIA, *as Lessor*

By: \_\_\_\_\_  
Stefan A. Morton  
Treasurer

SAN BERNARDINO COMMUNITY COLLEGE  
DISTRICT,  
*as Lessee*

By: \_\_\_\_\_  
Jose F. Torres  
Executive Vice Chancellor

*[Signature Page to Lease/Purchase Agreement]*

**APPENDIX A**

**DESCRIPTION OF THE LEASED PROPERTY**

The improvements consisting of the following buildings located at \_\_\_\_\_, \_\_\_\_\_, California\_\_\_\_\_.

Building Number and Name

The land referred to herein is situated in the State of California, County of San Bernardino and described as follows:

Legal Description

Real property in the City of \_\_\_\_\_ County of San Bernardino, State of California, described as follows:

**APPENDIX B**

**SCHEDULE OF LEASE PAYMENTS**

**Interest Rate: \_\_\_\_\_%**

<b>Pmt. No.</b>	<b>Lease Payment Date</b>	<b>Principal Portion</b>	<b>Interest Portion</b>	<b>Lease Payment</b>
1	9/1/2024	--	\$	\$
2	9/1/2025	--		
3	9/1/2026	--		
4	9/1/2027	--		
5	9/1/2028	\$_____		\$

**APPENDIX C  
LEASE SUPPLEMENT FORM**

There is hereby subjected to the terms of that certain Lease/Purchase Agreement, dated as of August 1, 2023 (the “Lease”), by and between the Public Property Financing Corporation of California (the “Lessor”), and the San Bernardino Community College District (the “District”) the following items which shall comprise a portion of the Property, as defined therein:

Description of Substituted Property

[Insert Description]

Cost

I, the District Representative, hereby certify that:

(1) the fair rental value and the useful life of the above-described portion of the Substituted Property at least equals the fair rental value and the useful life of the portion of the Leased Property for which it was substituted;

(2) the above-described portion of the Substituted Property will be used by the District for authorized public purposes and can be leased under the provisions of the Lease and the Education Code;

(3) the above-described portion of the Substituted Property is currently owned by the District; and

(4) the above-described portion of the Substituted Property will be acquired, constructed or improved no later than the date on which the portion of the Leased Property for which it was substituted would have been acquired, constructed or improved.

I, the District Representative, hereby certify that the portion of the Substituted Property being acquired, constructed or improved will be owned by the Lessor free and clear of all liens or claims of others, except for the lien of the Lease and the rights of the District under the Lease, and that the Lessor will not encumber title to the substituted portion of the Substituted Property while the Lease remains outstanding.

SAN BERNARDINO COMMUNITY  
COLLEGE DISTRICT

By \_\_\_\_\_ [signature] \_\_\_\_\_  
Authorized Representative

**APPENDIX D**

**FORM OF CERTIFICATE OF PARTICIPATION**

**THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES AND AGREES THAT THIS CERTIFICATE MAY NOT BE TRANSFERRED. ANY TRANSFER OF THIS CERTIFICATE IN VIOLATION OF THE TRANSFER RESTRICTIONS CONTAINED IN THE LEASE/PURCHASE AGREEMENT SHALL BE VOID AND OF NO EFFECT.**

R-1 \$ \_\_\_\_\_,000

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
(San Bernardino and Riverside Counties, California)  
CERTIFICATE OF PARTICIPATION  
Series 2023

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Delivery</u>
_____%	September 1, 20__	_____, 2023

REGISTERED OWNER:      ALPINA INVESTMENTS INC.

PRINCIPAL AMOUNT:      \_\_\_\_\_ DOLLARS

CUSIP:

THIS IS TO CERTIFY THAT the registered owner named above, or registered assigns, as the Registered Owner of this Certificate of Participation (the "Certificate") as shown on the bond registration books of the Transfer Agent is the owner of a fractional and undivided interest in the right to receive certain Lease Payments thereof under and as defined in that certain Lease/Purchase Agreement, dated as of August 1, 2023 (the "Lease"), by and between the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a community college district organized and existing under and by virtue of the laws and Constitution of the State of California (the "District").

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease and the Grant Agreement, between Alpina Investments Inc. and the District, dated as of August 1, 2023 (the "Funding Agreement") on the maturity date specified above, the principal amount specified above, representing a portion of the Lease Payments designated as principal coming due during the preceding twelve months, and to receive on September 1, 2024, and annually thereafter on September 1 of each year (the "Certificate Payment Dates") until payment in full or other satisfaction of said portion of principal, the Registered Owner's portion of the Lease Payments designated as interest coming due during the twelve months immediately preceding each Certificate Payment Date. The portion of the Lease Payments designated as interest is computed on the basis of a 360-day year of twelve 30-day months and is the result of the multiplication of the aforesaid

portion of the Lease Payments designated as principal by the rate per annum identified above. If this Certificate is authenticated and registered on any date prior to the close of business on August 15, 2024, it shall bear interest from the date hereof. If authenticated during the period between any Record Date (defined as the 15th day of the month preceding an interest payment date) and the close of business on its corresponding interest payment date, it shall bear interest from such interest payment date. Otherwise, this Certificate shall represent interest from the interest payment date immediately preceding the date of its authentication.

Said amounts are payable in lawful money of the United States of America. The amount representing principal payable at maturity or upon prepayment in whole or in part is payable to the Registered Owner upon presentation and surrender of this Certificate. The amounts representing interest are payable to the person whose name appears on the bond registration books of the Transfer Agent as the registered owner hereof as of the close of business on the Record Date preceding each interest payment date, whether or not such day is a business day, by wire transfer to the bank within the United States of America and account number identified in the Funding Agreement.

The Certificates were authorized by a resolution (the "Resolution") adopted by the Governing Board of the District on July 13, 2023, pursuant to and in strict conformity with the provisions of the Constitution and laws of the State of California, the Lease and the Transfer Agent Agreement, dated as of June 1, 2023 (the "Transfer Agent Agreement"), by and between the District and U. S. Bank Trust Company, National Association ( the "Transfer Agent"). Reference is hereby made to the Lease and Transfer Agent Agreement and any and all amendments thereof for a description of the terms on which the Certificates are executed and delivered, for the rights of the Owners of the Certificates, for the provisions for payment of the Certificates, and for the amendment of the Lease and Transfer Agent Agreement; and all the terms of the Lease and the Transfer Agent Agreement are hereby incorporated herein and constitute a contract between the District and the Registered Owner of this Certificate, to all the provisions of which the Registered Owner of this Certificate, by acceptance hereof, agrees and consents. Capitalized undefined terms used herein have the meanings ascribed thereto in the Lease and the Transfer Agent Agreement, as appropriate.

The Certificates are executed as fully registered Certificates without coupons.

The District is obligated to pay Lease Payments from any source of legally available funds, and unless other funds have been received for this purpose, the District has covenanted in the Lease to make the necessary annual appropriations therefor. The obligation of the District to pay the Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. The obligation of the District to pay Lease Payments does not constitute a debt of the District, the State of California or any of its political subdivisions within the meaning of any Constitutional or statutory debt limitation or restriction. The District's obligation to pay Lease Payments may be abated during any period in which, by reason of material damage, destruction or condemnation there is substantial interference with the use and right of possession by the District of the Property. Failure of the District to pay Lease Payments during any such period shall not constitute a default under the Lease or this Certificate. The District's obligation to make Lease Payments may also be forgiven by the Registered Owner under the terms of the Funding Agreement.

To the extent and in the manner permitted by the terms of the Lease, the provisions of the Lease may be amended by the parties thereto with the written consent of the Registered Owner.



This Certificate is not transferable by the Registered Owner hereof.

The District has certified that all acts, conditions and things required by the statutes of the State of California and the Lease to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the District is duly authorized to execute and deliver this Certificate, and that the amount of this Certificate is not in excess of the amount of Certificates authorized to be executed and delivered thereunder.

IN WITNESS WHEREOF, the Governing Board of the San Bernardino Community College District, State of California, has caused this SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 2023 CERTIFICATES OF PARTICIPATION to be executed by the manual or facsimile signature of its President and to be countersigned by the manual or facsimile signature of the Secretary to said Board, as of the date set forth above.

SAN BERNARDINO COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
President, Board of Trustees

Countersigned:

\_\_\_\_\_

Secretary to Board of Trustees

TRANSFER AGENT’S CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION

This is one of the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 2023 CERTIFICATES OF PARTICIPATION described in the within-mentioned Transfer Agent Agreement which has been authenticated and registered on \_\_\_\_\_, 2023.

U. S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,  
as Registrar and Transfer Agent

By: \_\_\_\_\_  
Authorized Officer

**[FORM OF ASSIGNMENT]**

For value received, the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_, whose address is \_\_\_\_\_ and whose social security or Taxpayer Identification No. is \_\_\_\_\_, the within Certificate and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer such Certificate on the Certificate register of the Trustee, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed by: \_\_\_\_\_

Signature must be guaranteed by an eligible guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Transfer Agent.

**DTC LEGEND**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Recording Requested By: )  
 San Bernardino Community College District )  
 )  
 When Recorded Mail To: )  
 Stradling Yocca Carlson & Rauth )  
 44 Montgomery Street, Suite 4200 )  
 San Francisco, California 94104 )  
 Attention: David G. Casnocha )

---

This document is recorded for the benefit of the San Bernardino Community College District and recording is fee-exempt under §27383 of the Government Code. Specifically, this transaction is exempt from the California Documentary Transfer Tax pursuant to §11929 of the California Revenue and Taxation Code.

SITE LEASE

by and between the

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

and the

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

Dated as of August 1, 2023

Relating to

\$ \_\_\_\_\_  
 2023 Certificates of Participation

**SITE LEASE**

This SITE LEASE (this “Site Lease”), dated as of August 1, 2023, is between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under and by virtue of the Constitution and laws of the State of California, (the “District”), as lessor, and the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the “Corporation”), as lessee.

**BACKGROUND:**

1. In order to finance certain college facility improvements as identified on Appendix A attached hereto and incorporated herein by reference (collectively, the “Project”), the District has agreed to lease the buildings, facilities and other improvements located on three parcels at \_\_\_\_\_, \_\_\_\_\_, California \_\_\_\_\_, as such real property is described more fully in Appendix B attached hereto and made a part hereof (the “Leased Property”);

2. The Corporation has agreed to assist the District with such financing by entering into an unrecorded Lease/Purchase Agreement, dated as of August 1, 2023 (the “Lease”), as evidenced by a Memorandum of Lease Agreement recorded concurrently herewith, and pursuant to such Lease the Corporation will sublease the Leased Property back to the District and the District will make lease payments (the “Lease Payments”) to the Corporation;

3. In order to raise the funds needed for the financing, the Corporation has assigned certain of its rights under this Site Lease and the Lease, including the right to receive and enforce payment of the Lease Payments, to the owner of the Certificates (including its successors and assigns, the “Holder”), under an Assignment Agreement, dated as of August 1, 2023 (the “Assignment Agreement”);

4. The District is authorized to enter into a lease-leaseback arrangement with the Corporation to provide funds for the financing under the laws of the State of California; and

5. The Corporation represents and warrants to the District and the Holder that the Corporation has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution and delivery of this Site Lease.

**AGREEMENT:**

In consideration of the foregoing and the material covenants hereinafter contained, the District and the Corporation formally covenant, agree and bind themselves as follows:

Section 1. *Lease of Leased Property.* The District hereby leases to the Corporation, and the Corporation hereby leases from the District, the Leased Property as described more fully in Appendix B, on the terms and conditions hereinafter set forth.

Section 2. *Term; Possession.* The term of this Site Lease commences, and the Corporation becomes entitled to possession of the Leased Property, as of \_\_\_\_\_, 2023. This Site Lease ends, and the right of the Corporation hereunder to possession of the Leased Property

thereupon ceases, on the earlier of (i) March 1, 2028 or (ii) the date on which all of the outstanding Lease Payments are paid or forgiven in full, or provision is made for such payment in accordance with the Lease, and the Lease has been terminated in accordance with its terms, provided that the term of this Site Lease shall not extend more than ten years following the date set forth in (i).

Section 3. *Rental.* The Corporation shall pay to the District as and for rental of the Leased Property hereunder the amount of \$\_\_\_\_\_, to be paid on the dates and as described in the Funding Agreement. The Corporation shall cause the amount required for such purpose to be provided from the Holder in accordance with the Assignment Agreement.

Section 4. *Purpose of this Site Lease; Sublease Back to District.* The purpose for which the District agrees to lease the Leased Property to the Corporation hereunder is to enable the District and the Corporation to finance the Project from the rental payment made to it by the Corporation under Section 3. The Corporation hereby agrees to sublease the Leased Property back to the District under the Lease.

Section 4A. *Substitution or Release of Property.* If the District exercises its option under Section 4.7 of the Lease and satisfies the conditions therein provided to substitute property for the Leased Property in whole or in part, such substitution shall also automatically operate to substitute property for the Leased Property leased hereunder. If the District exercises its option under Section 4.8 of the Lease and satisfies the conditions therein provided to release any portion of the Leased Property from the Lease, such release shall also automatically operate to release property hereunder. The description of the property leased under the Lease shall conform at all times to the description of the property leased hereunder.

Section 5. *Interest in Leased Property.* The District warrants and covenants that it is the fee owner of the Leased Property. In the event of a title defect in the Leased Property that impairs the right to use and occupy the Leased Property, the District covenants that it will exercise its condemnation powers to the extent permitted by law to obtain the necessary rights in the Leased Property to cure such defect and limitation of the right to use and occupancy.

Section 6. *Assignments and Subleases.* The Corporation may not assign its rights under this Site Lease or sublet all or any portion of the Leased Property, except as provided in the Lease and the Assignment Agreement, without the prior written consent of the Holder.

Section 7. *Right of Entry.* The District reserves the right for any of its duly authorized representatives to enter upon the Leased Property, or any portion thereof, at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 8. *Termination.* The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property in the same good order and condition as the Leased Property was in at the time of commencement of the term hereof, reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the Leased Property will remain thereon and title thereto will vest thereupon in the District for no additional consideration.

Section 9. *Default.* If the Corporation defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days

following notice and demand for correction thereof to the Corporation, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof and this Site Lease may not be terminated by the District as a remedy for such default. Notwithstanding the foregoing, so long as the Lease remains in effect, the District shall continue to pay the Lease Payments as and when due under the Lease to the Holder in accordance with the Assignment Agreement. So long as any such assignee or subtenant of the Corporation shall duly perform the terms and conditions of this Site Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the District hereunder and shall be entitled to all of the rights and privileges granted under any such assignment. Notwithstanding the foregoing, so long as the Lease remains in effect, the District will continue to pay Lease Payments to the Holder or its assignees as provided in the Lease. In the event of the occurrence of an Event of Default under the Lease, the Corporation may (i) exercise the remedies provided in the Lease, (ii) use the Leased Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein or under applicable law.

Section 10. *Amendments.* The Corporation and the District may at any time amend or modify any of the provisions of this Site Lease, but only with the prior written consent of the Holder.

Section 11. *Quiet Enjoyment.* The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the provisions of the Lease and subject only to Permitted Encumbrances.

Section 12. *Waiver of Personal Liability.* All liabilities under this Site Lease on the part of the Corporation are solely corporate liabilities of the Corporation as a nonprofit public benefit corporation, and the District hereby releases each and every member and officer of the Corporation of and from any personal or individual liability under this Site Lease. No member or officer of the Corporation or its governing board is at any time or under any circumstances individually or personally liable under this Site Lease for anything done or omitted to be done by the Corporation hereunder.

Section 13. *Taxes.* The District will pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property and any improvements thereon.

Section 14. *Eminent Domain.* If the whole or any part of the Leased Property, or any improvements thereon, are taken by eminent domain proceedings, the interest of the Corporation will be the aggregate amount of the then unpaid principal components of the Lease Payments payable under the Lease and the balance of the award, if any, will be paid to the District. The District hereby waives any and all rights that it has or may hereafter have to acquire the interest of the Corporation in and to the Leased Property through the eminent domain powers of the District. The District hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the District with respect to the Leased Property or any improvement thereon shall be in an amount not less than the total unpaid principal component of Lease Payments plus the interest component of Lease Payments accrued to the date of payment of all Lease Payments under the Lease

Section 15. *Notices.* Any notice, request, complaint, demand or other communication under this Site Lease must be given by first class mail or personal delivery to the party entitled

thereto at its address set forth below, or by telecopy, telex or other form of telecommunication, at its number set forth below. Notice will be effective either (a) upon transmission by telecopy, telex or other form of telecommunication, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The District and the Corporation may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the District: San Bernardino Community College District  
550 E. Hospitality Lane, Suite 200  
San Bernardino, California 92408  
Attention: Executive Vice Chancellor

If to the Lessor: Public Property Financing Corporation of California  
2945 Townsgate Road, Suite 200  
Westlake Village, CA 91361  
Attention: Secretary/Treasurer

Section 16. *Governing Law.* This Site Lease is governed by the laws of the State of California.

Section 17. *Third Party Beneficiary.* The Holder is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

Section 18. *Binding Effect.* This Site Lease inures to the benefit of and is binding upon the Corporation, the District and their respective successors and assigns, subject, however, to the limitations contained herein.

Section 19. *Severability of Invalid Provisions.* If any one or more of the provisions contained in this Site Lease are for any reason held to be invalid, illegal or unenforceable in any respect, then such provision or provisions will be deemed severable from the remaining provisions contained in this Site Lease and such invalidity, illegality or unenforceability shall not affect any other provision of this Site Lease, and this Site Lease shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Corporation and the District each hereby declares that it would have entered into this Site Lease and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Site Lease may be held illegal, invalid or unenforceable.

Section 20. *Section Headings.* All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 21. *Execution in Counterparts.* This Site Lease may be executed in any number of counterparts, each of which is an original but all together constitute one and the same instrument. It is also agreed that separate counterparts of this Site Lease may be separately executed by the Corporation and the District, all with the same force and effect as though the same counterpart had been executed by both the Corporation and the District.

Section 22. *Defined Terms.* All capitalized terms used herein and not otherwise defined have the respective meanings given those terms in the Lease.

Section 23. *No Merger.* Neither this Site Lease, the Lease nor any provisions hereof or thereof shall be construed to effect a merger of the title of the District to the Leased Property under this Site Lease and the District's leasehold interest therein under the Lease.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the District and the Corporation have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

SAN BERNARDINO COMMUNITY COLLEGE  
DISTRICT, as Lessor

By: \_\_\_\_\_  
Jose F. Torres  
Executive Vice Chancellor

PUBLIC PROPERTY FINANCING CORPORATION  
OF CALIFORNIA, as Lessee

By: \_\_\_\_\_  
Stefan A. Morton  
Treasurer

*[Signature Page to Site Lease]*

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (SEAL)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature \_\_\_\_\_ (SEAL)

**APPENDIX A**

**DESCRIPTION OF THE PROJECT**

The purpose of this Lease is to fund the construction of a \_\_\_\_\_ and a \_\_\_\_\_.

**APPENDIX B**

**DESCRIPTION OF THE LEASED PROPERTY**

The improvements consisting of the following buildings located at\_\_\_\_\_, \_\_\_\_\_, California\_\_\_\_\_.

Building Number and Name

The land referred to herein is situated in the State of California, County of San Bernardino and described as follows:

Legal Description

Real property in the City of\_\_\_\_\_, County of San Bernardino, State of California, described as follows:

(End of Legal Description)

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**CERTIFICATE OF ACCEPTANCE OF SITE LEASE**

This is to certify that the interest in real property conveyed by the attached Site Lease, dated as of August 1, 2023, between San Bernardino Community College District, as lessor, and the Public Property Financing Corporation of California, as lessee (the "Corporation"), is hereby accepted by the undersigned officer on behalf of the Corporation and the Corporation consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_, 2023

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, as Lessee

By: \_\_\_\_\_  
Stefan A. Morton  
Treasurer

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TRANSFER AGENT AGREEMENT

between the

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT,  
San Bernardino County, California

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION  
as Transfer Agent

Dated as of August 1, 2023

Relating to the

\$ \_\_\_\_\_  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
2023 CERTIFICATES OF PARTICIPATION

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TRANSFER AGENT AGREEMENT

This TRANSFER AGENT AGREEMENT (the “Transfer Agent Agreement”) is made and entered into as of August 1, 2023, by and between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a community college district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the “District”) and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as transfer agent (the “Transfer Agent”).

W I T N E S S E T H:

WHEREAS, in order to finance certain college facility improvements as identified in the hereinafter Site Lease (the “Project”), the District has agreed to lease the buildings, facilities and other improvements on the District’s San Bernardino, California campus (the “Leased Property”), to the Public Property Financing Corporation of California (the “Lessor”) by entering into a Site Lease, dated as of August 1, 2023 (the “Site Lease”); and

WHEREAS, the Lessor and the District desire to finance the Project by entering into a Lease/Purchase Agreement (the “Lease”) and authorizing and directing the execution and delivery of certificates of participation designated as the “San Bernardino Community College District 2023 Certificates of Participation” (the “Certificates”), evidencing fractional interests in Lease Payments to be made by the District under the Lease; and

WHEREAS, in order to raise the funds needed for the financing, the Lessor has assigned certain of its rights under the Lease and the Site Lease, including the right to receive and enforce payment of the lease payments that are payable by the District hereunder, to Alpina Investments Inc. (including its successors and assigns, the “Holder”), under an Assignment Agreement, dated as of August 1, 2023 (the “Assignment Agreement”);

WHEREAS, the District is authorized to enter into a lease-leaseback arrangement with the Lessor to provide funds for the financing under the laws of the State; and

WHEREAS, the Board of Trustees of San Bernardino Community College District (the “Board”) on August 10, 2023 adopted Resolution No. \_\_ authorizing the execution, authentication and delivery of the Certificates, and approving the form of this Transfer Agent Agreement; and

WHEREAS, the District has found and determined, and by execution hereof so represents, that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Transfer Agent Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Transfer Agent Agreement;

NOW, THEREFORE, in order to secure DTC eligibility and provide for the transfer of the Certificates to The Depository Trust Company and the performance and observance by the District of

all the covenants, agreements and conditions herein and in the Certificates contained; and in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration to both parties, the District and the Transfer Agent hereby agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes hereof and of any amendment hereof or supplement hereto and of the Certificates and of any certificate, opinion, request or other document mentioned herein or therein, have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

“Authorized District Representative” shall mean the Chancellor, Chancellor, Executive Vice Chancellor, Administrative Services of the District or any other designee of the Chancellor, the Executive Vice Chancellor, Administrative Services or the Board, acting with the authority of the Chancellor

“Certificates ” shall mean the Series 2023 Certificates.

“Board” shall mean the Board of Trustees of the District.

“Business Day” shall mean any day of the week other than a Saturday or a Sunday on which the Transfer Agent is not required or authorized to remain closed, and on which the New York Stock Exchange is open for business.

“Corporate Trust Office” of the Transfer Agent shall have the meaning given that term in Section 6.01 hereof.

“County” shall mean the County of San Bernardino, State of California.

“District” shall mean the San Bernardino Community College District, located in the County.

“Funding Agreement” shall mean that certain Funding Agreement by and between the District and Alpina Investments, Inc., dated \_\_ \_\_, 2023

“Interest Payment Date” shall mean September 1 of each year, commencing on September 1, 2024.

“Opinion of Counsel” shall mean a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the District.

“Owner” shall mean the person in whose name the Certificates shall be registered.

“Transfer Agent” shall mean U.S. Bank Trust Company, National Association, as initial registrar and transfer agent with respect to the Certificates, its successors and assigns and any other corporation or association which may at any time be substituted in its place as provided in Section 6.02 hereof.

“Transfer Agent Agreement” shall mean this agreement, between the District and the Transfer Agent.

“Record Date” shall mean the 15th day of the month preceding any Interest Payment Date.

“State” shall mean the State of California.

“Written Order of the District” or “Written Request of the District” shall mean an instrument in writing, signed by the Chancellor of the District, the Executive Vice Chancellor, Administrative Services of the District, or by any other officer of the District authorized in writing for the purpose by any of said officers or by the Board.

ARTICLE II

THE CERTIFICATES

Section 2.01 Authorization and Designation. The Certificates are delivered for, and the proceeds thereof shall be used exclusively for funding projects described in the Lease. The Certificates shall be issued in fully registered form, without coupons.

Section 2.02 Certificates; Terms. (a) The Certificates, in the aggregate principal amount of \$ \_\_\_\_\_ are authorized under this Transfer Agent Agreement as current interest Certificates, upon terms further described in this Section and shall be named the “San Bernardino Community College District 2023 Certificates of Participation for the purposes described in Section 2.01.

(b) Date of Certificates. The Certificates shall be dated as of the date of execution and delivery thereof, \_\_\_\_, 2023.

(c) Denominations. The Certificates shall be issued in the denomination of \$5,000 principal amount or any integral multiple thereof. No Certificate shall mature on more than one maturity date.

(d) Payment of Principal. The Certificates shall mature on July 1, \_\_\_\_ and represent interest at an annual rate of \_\_\_\_%. The principal represented by the Certificates shall be payable in lawful money of the United States of America to the Owner thereof, to the Registered Owner at such location as the Registered Owner designated in the Funding Agreement, on the maturity date.

(e) Payment of Interest. The Certificates shall represent interest at the rate shown in the in subsection (d) above, payable on September 1 of each year, commencing September 1, 2024, until payment of the principal amount thereof. Each Certificate authenticated and registered on any date prior to the close of business on the first Record Date shall bear interest from the date of said Certificate. Each Certificate authenticated during the period between any Record Date and the close of business on its corresponding Interest Payment Date shall represent interest from such Interest Payment Date. Any other Certificate shall represent interest from the Interest Payment Date immediately preceding the date of its authentication. Interest with respect to the Certificates shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The interest with respect to the Certificates shall be payable by the District in lawful money to the person whose name appears on the bond registration books of the Transfer Agent as the Owner thereof as of the close of business on the applicable Record Date for each Interest Payment

Date, whether or not such day is a Business Day. Payment of the interest on the Certificates shall be made by check or draft mailed by first class mail on each Interest Payment Date (or on the following Business Day, if the Interest Payment Date does not fall on a Business Day) to such Owner, by wire transfer in immediately available funds to an account maintained in the United States at such wire address as provided in the Funding Agreement.

Section 2.03 Form and Registration of Certificates. (a) The Certificates, the Transfer Agent's certificate of authentication and registration, and the form of assignment to appear thereon shall be in substantially the forms, respectively, attached hereto as Exhibit A, with necessary or appropriate variations, omissions and insertions as permitted or required by this Transfer Agent Agreement (provided that if a portion of the text of any Certificate is printed on the reverse of the certificate, the following legend shall be printed on the certificate: "THE PROVISIONS OF THIS CERTIFICATE ARE CONTINUED ON THE REVERSE HEREOF AND SUCH CONTINUED PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.").

(b) The Certificates when authenticated shall be registered in the name of "Alpina Investments Inc." and shall be initially issued as one certificate for the one maturity of the Certificates, in the principal amount of \$\_\_\_\_. The Depository Trust Company is hereby appointed depository for the Certificates and registered ownership of the Certificates may not thereafter be transferred.

Section 2.04 Execution and Authentication of Certificates. The Certificates shall be signed by the manual or facsimile signature of the President of the Board and countersigned by the manual or facsimile signature of the Secretary to the Board or their designee. The Certificates shall be authenticated by a manual signature of a duly authorized officer of the Transfer Agent. Only such of the Certificates as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A hereto, executed by the Transfer Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Transfer Agent Agreement, and such certificate of the Transfer Agent shall be conclusive evidence that the Certificates so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Transfer Agent Agreement.

Section 2.05 Book-Entry System. (a) The Certificates shall be initially issued and registered as provided in Section 2.03 hereof. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a "substitute depository"); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (A) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (B) a determination by the District to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (A) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (B) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(b) The Transfer Agent shall be entitled to treat the person in whose name any Certificate is registered as the Owner thereof, notwithstanding any notice to the contrary received by the Transfer Agent, and the Transfer Agent shall have no responsibility for communicating with, notifying, or otherwise dealing with any beneficial owners of the Certificates. The Transfer Agent shall not have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except as the Owner of any Certificates.

Section 2.06 Bond Register. (a) The Transfer Agent will keep or cause to be kept, at the place it shall designate for the purpose, sufficient books for the registration and transfer of the Certificates, which shall at all times be open to inspection by the District, and, upon presentation for such purpose, the Transfer Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided.

(b) The Transfer Agent shall assign each Certificate authenticated and registered by it a distinctive letter or number, or letter and number.

ARTICLE III

DELIVERY OF THE CERTIFICATES

Section 3.01 Delivery of Certificates. The Transfer Agent is hereby authorized to authenticate and deliver the Certificates to or upon the Written Request of the District.

ARTICLE IV

PREPAYMENT OF THE CERTIFICATES

Section 4.01 Terms of Prepayment. The Certificates are subject to prepayment under the terms and conditions set forth in the Lease.

Section 4.02 Reserved.

Section 4.03 Reserved.

Section 4.04 Defeasance of Certificates. The District may pay and discharge any or all of the Certificates by depositing in trust with the Transfer Agent or an escrow agent at or before maturity, money or non-callable direct obligations of the United States of America or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will be fully sufficient in the opinion of a certified public accountant licensed to practice in the State to pay and discharge the indebtedness on such Certificates (including all principal, interest and any prepayment premiums) at or before their maturity date.

If at any time the District pays or causes to be paid or there is otherwise paid to the Owners of any or all outstanding Certificates all of the principal, interest and premium, if any, represented by such Certificates when due, or as described above, or as otherwise provided by law, then such obligations and all agreements and covenants of the District to such Owners hereunder and under the Certificates shall thereupon be satisfied and discharged and shall terminate, except only that the District will remain liable for payment of all principal, interest and premium, if any, represented by such Certificates, but only out of moneys held in trust for such payment, provided, that the unclaimed moneys provisions described in Section 6.07 hereof will apply in all events.

Section 4.05 Forgiveness of Certificates. If all conditions of the Funding Agreement have been satisfied by the District, the Registered Owner may forgive and cancel the District's obligations under the Lease, including the obligation to pay outstanding principal with respect to the Certificates. In such event the Transfer Agent shall receive and execute instructions from Alpina Investments Inc. directing the Transfer Agent to destroy the Certificates as provided in Section 5.01 hereof. Upon such destruction all obligations of the parties under the Lease and this Transfer Agent Agreement shall terminate.

## ARTICLE V

### OTHER COVENANTS

Section 5.01 Payment of Principal and Interest. When all payments of principal and interest have either been paid in full to or forgiven by Alpina Investments Inc. pursuant to the terms of the Lease and the Funding Agreement, and following surrender thereof to the Transfer Agent, the Certificates shall be cancelled by the Transfer Agent, and thereafter they shall be destroyed. Notice of such destruction shall be provided to the District.

Section 5.02 Further Assurances. The District will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other actions, as may be necessary or reasonably required in order to further and more fully vest in the Owners all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Transfer Agent Agreement.

## ARTICLE VI

### THE TRANSFER AGENT

Section 6.01 Appointment; Acceptance; Principal Corporate Trust Office.

(a) Appointment and Acceptance of Duties. U.S. Bank Trust Company, National Association., is hereby appointed Transfer Agent, and hereby accepts and agrees to perform the duties and obligations of the Transfer Agent and registrar specifically imposed upon it by this Transfer Agent Agreement, and no implied duties shall be read into this Transfer Agent Agreement against the Transfer Agent.

The Transfer Agent is hereby authorized and hereby agrees to assure DTC eligibility for the Certificates, electronically transfer the Certificates to DTC, and cancel all Certificates upon payment or forgiveness thereof. The Transfer Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged.



The Transfer Agent agrees to accept and act upon instructions or directions pursuant to these instructions sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Transfer Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Transfer Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Transfer Agent in its discretion elects to act upon such instructions, the Transfer Agent's understanding of such instructions shall be deemed controlling. The Transfer Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Transfer Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Transfer Agent, including without limitation the risk of the Transfer Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Transfer Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the District; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

(b) Office of the Transfer Agent. The Transfer Agent, and any successor Transfer Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Certificates. If no office is so designated for a particular purpose, such functions shall be conducted at the office of U.S. Bank Trust Company, National Association, in Los Angeles, California or the principal corporate trust office of any successor Transfer Agent.

Section 6.02 Resignation, Removal, Replacement of Transfer Agent. The Transfer Agent may at any time resign by giving written notice to the District and Alpina Investments Inc. of such resignation, whereupon the District shall promptly appoint a successor Transfer Agent by the resignation date. Resignation of the Transfer Agent will be effective 45 days after notice of the resignation is given as stated above or upon appointment of a successor Transfer Agent, whichever first occurs. The District may at any time remove the Transfer Agent and any successor Transfer Agent by an instrument given in writing, with copy to Alpina Investments Inc. After removal or receiving a notice of resignation of the Transfer Agent, the District may appoint a temporary Transfer Agent. Any such temporary Transfer Agent so appointed shall immediately and without further act be superseded by the successor Transfer Agent upon the appointment of and acceptance thereof by such successor.

Section 6.03 Protection of Transfer Agent. Reserved.

Section 6.04 Reliance on Documents, Etc.

(a) The Transfer Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Transfer Agent by the District.



(b) The Transfer Agent shall not be liable for any error of judgment made in good faith. The Transfer Agent shall not be liable for other than its negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Transfer Agent Agreement shall require the Transfer Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Transfer Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Transfer Agent need not examine the ownership of any Certificate, but is protected in acting upon receipt of Certificates containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or agent of the Owner.

(e) The Transfer Agent may consult with counsel, and the written advice of such counsel or any Opinion of Counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Transfer Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

Section 6.05 Recitals of District. The recitals contained herein and in the Certificates shall be taken as the statements of the District, and the Transfer Agent assumes no responsibility for their correctness.

Section 6.06 Transfer Agent May Own Certificates. The Transfer Agent, in its individual or any other capacity, may become the Owner or pledgee of Certificates with the same rights it would have if it were not the Transfer Agent for the Certificates.

Section 6.07 Money Held by Transfer Agent; Unclaimed Moneys. Money held by the Transfer Agent hereunder may be commingled with other funds held by the Transfer Agent, but shall be separately accounted for. Except as otherwise provided herein, the Transfer Agent shall have no duties with respect to investing of funds and shall be under no obligation to pay interest on any money received by it hereunder.

Section 6.08 Other Transactions. The Transfer Agent may engage in or be interested in any financial or other transaction with the District.

Section 6.09 Interpleader. The Transfer Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Transfer Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 6.10 Indemnification. The District shall indemnify the Transfer Agent, its officers, directors, employees, and agents (“Indemnified Parties”) for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Transfer Agent’s acceptance or administration of the Transfer Agent’s duties hereunder or under the Certificates (except any loss,

liability or expense as may be adjudicated by a court of competent jurisdiction to be attributable to the Transfer Agent's negligence or willful misconduct), including without limitation the cost and expense (including its counsel fees and disbursements, including the allocated costs and disbursements of internal counsel) of defending itself against any claim or liability (except such action as may be brought against the Transfer Agent by the District) in connection with the exercise or performance of any of its powers or duties under this Transfer Agent Agreement. The provisions of this Section 6.10 shall survive termination of this Transfer Agent Agreement and shall continue for the benefit of any Transfer Agent after its resignation as Transfer Agent hereunder.

Section 6.11 Instructions to Transfer Agent. The Transfer Agent agrees to accept and act upon instructions or directions pursuant to this Transfer Agent Agreement sent by unsecured email, facsimile transmission or other similar unsecured electronic methods, provided, however, that the District shall provide to the Transfer Agent an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the District elects to give the Transfer Agent email or facsimile instructions (or instructions by a similar electronic method) and the Transfer Agent in its discretion elects to act upon such instructions, the Transfer Agent's understanding of such instructions shall be deemed controlling. The Transfer Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Transfer Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Transfer Agent, including without limitation the risk of the Transfer Agent acting on unauthorized instruction, and the risk of interception and misuse by third parties.

## ARTICLE VII

### MISCELLANEOUS

Section 7.01 Counterparts. This Transfer Agent Agreement may be signed in several counterparts, each of which will constitute an original, but all of which shall constitute one and the same instrument.

Section 7.02 Reserved.

Section 7.03 Notices. Unless otherwise specified herein, all notices, statements, orders, requests or other communications hereunder by any party to another shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or if given by fax, electronically, or other means of written communication and confirmed by mail:

If to the District:	San Bernardino Community College District 550 E. Hospitality Lane, Suite 200 San Bernardino, CA 92408 Attn: Executive Vice Chancellor
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If to the Transfer Agent: U.S. Bank Trust Company, National Association  
\_\_\_\_\_  
Los Angeles, CA \_\_\_\_\_  
Attn: Corporate Trust Services

Section 7.04 Governing Law. This Transfer Agent Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Transfer Agent Agreement, to be duly executed by their officers duly authorized as of the date first written above.

SAN BERNARDINO COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
Executive Vice Chancellor

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,  
as Transfer Agent

By: \_\_\_\_\_  
Authorized Officer

## EXHIBIT A

## FORM OF CERTIFICATE OF PARTICIPATION

**THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES AND AGREES THAT THIS CERTIFICATE MAY NOT BE TRANSFERRED. ANY TRANSFER OF THIS CERTIFICATE IN VIOLATION OF THE TRANSFER RESTRICTIONS CONTAINED IN THE LEASE/PURCHASE AGREEMENT SHALL BE VOID AND OF NO EFFECT.**

R-1 \$ \_\_\_\_\_,000

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
(San Bernardino and Riverside Counties, California)  
CERTIFICATE OF PARTICIPATION  
Series 2023

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Delivery</u>
_____%	September 1, 20__	_____, 2023

REGISTERED OWNER: ALPINA INVESTMENTS INC.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

CUSIP:

THIS IS TO CERTIFY THAT the registered owner named above, or registered assigns, as the Registered Owner of this Certificate of Participation (the "Certificate") as shown on the bond registration books of the Transfer Agent is the owner of a fractional and undivided interest in the right to receive certain Lease Payments thereof under and as defined in that certain Lease/Purchase Agreement, dated as of August 1, 2023 (the "Lease"), by and between the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), and the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, a community college district organized and existing under and by virtue of the laws and Constitution of the State of California (the "District").

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease and the Grant Agreement, between Alpina Investments Inc. and the District, dated as of \_\_\_\_\_ 2023 (the "Funding Agreement") on the maturity date specified above, the principal amount specified above, representing a portion of the Lease Payments designated as principal coming due during the preceding twelve months, and to receive on September 1, 2024, and annually thereafter on September 1 of each year (the "Certificate Payment Dates") until payment in full or other satisfaction of said portion of principal, the Registered Owner's portion of the Lease Payments designated as interest coming due during the twelve months immediately preceding each Certificate Payment Date. The portion of the Lease Payments designated as interest is computed on the basis of a 360-day year of twelve 30-day months and is the result of the multiplication of the aforesaid portion of the Lease Payments designated as principal by the rate per annum identified above. If this Certificate is

authenticated and registered on any date prior to the close of business on August 15, 2024, it shall bear interest from the date hereof. If authenticated during the period between any Record Date (defined as the 15th day of the month preceding an interest payment date) and the close of business on its corresponding interest payment date, it shall bear interest from such interest payment date. Otherwise, this Certificate shall represent interest from the interest payment date immediately preceding the date of its authentication.

Said amounts are payable in lawful money of the United States of America. The amount representing principal payable at maturity or upon prepayment in whole or in part is payable to the Registered Owner upon presentation and surrender of this Certificate. The amounts representing interest are payable to the person whose name appears on the bond registration books of the Transfer Agent as the registered owner hereof as of the close of business on the Record Date preceding each interest payment date, whether or not such day is a business day, by wire transfer to the bank within the United States of America and account number identified in the Funding Agreement.

The Certificates were authorized by a resolution (the “Resolution”) adopted by the Governing Board of the District on July 13, 2023, pursuant to and in strict conformity with the provisions of the Constitution and laws of the State of California, the Lease and the Transfer Agent Agreement, dated as of August 1, 2023 (the “Transfer Agent Agreement”), by and between the District and U. S. Bank Trust Company, National Association ( the “Transfer Agent”). Reference is hereby made to the Lease and Transfer Agent Agreement and any and all amendments thereof for a description of the terms on which the Certificates are executed and delivered, for the rights of the Owners of the Certificates, for the provisions for payment of the Certificates, and for the amendment of the Lease and Transfer Agent Agreement; and all the terms of the Lease and the Transfer Agent Agreement are hereby incorporated herein and constitute a contract between the District and the Registered Owner of this Certificate, to all the provisions of which the Registered Owner of this Certificate, by acceptance hereof, agrees and consents. Capitalized undefined terms used herein have the meanings ascribed thereto in the Lease and the Transfer Agent Agreement, as appropriate.

The Certificates are executed as fully registered Certificates without coupons.

The District is obligated to pay Lease Payments from any source of legally available funds, and unless other funds have been received for this purpose, the District has covenanted in the Lease to make the necessary annual appropriations therefor. The obligation of the District to pay the Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. The obligation of the District to pay Lease Payments does not constitute a debt of the District, the State of California or any of its political subdivisions within the meaning of any Constitutional or statutory debt limitation or restriction. The District’s obligation to pay Lease Payments may be abated during any period in which, by reason of material damage, destruction or condemnation there is substantial interference with the use and right of possession by the District of the Property. Failure of the District to pay Lease Payments during any such period shall not constitute a default under the Lease or this Certificate. The District’s obligation to make Lease Payments may also be forgiven by the Registered Owner under the terms of the Funding Agreement.

To the extent and in the manner permitted by the terms of the Lease, the provisions of the Lease may be amended by the parties thereto with the written consent of the Registered Owner.

This Certificate is not transferable by the Registered Owner hereof.

The District has certified that all acts, conditions and things required by the statutes of the State of California and the Lease to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Certificate do exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the District is duly authorized to execute and deliver this Certificate, and that the amount of this Certificate is not in excess of the amount of Certificates authorized to be executed and delivered thereunder.

IN WITNESS WHEREOF, the Governing Board of the San Bernardino Community College District, State of California, has caused this SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 2023 CERTIFICATES OF PARTICIPATION to be executed by the manual or facsimile signature of its President and to be countersigned by the manual or facsimile signature of the Secretary to said Board, as of the date set forth above.

SAN BERNARDINO COMMUNITY COLLEGE  
DISTRICT

By: \_\_\_\_\_  
President, Board of Trustees

Countersigned:

\_\_\_\_\_

Secretary to Board of Trustees

TRANSFER AGENT'S CERTIFICATE OF AUTHENTICATION  
AND REGISTRATION

This is one of the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 2023 CERTIFICATES OF PARTICIPATION described in the within-mentioned Transfer Agent Agreement which has been authenticated and registered on \_\_\_\_\_, 2023.

U. S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION,  
as Registrar and Transfer Agent

By: \_\_\_\_\_  
Authorized Officer

**[FORM OF ASSIGNMENT]**

For value received, the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_, whose address is \_\_\_\_\_ and whose social security or Taxpayer Identification No. is \_\_\_\_\_, the within Certificate and do(es) hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer such Certificate on the Certificate register of the Trustee, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
 Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed by: \_\_\_\_\_  
 Signature must be guaranteed by an eligible guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Transfer Agent.

**DTC LEGEND**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.



**GRANT AGREEMENT**

**ALP-23-\_\_\_ SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**\_\_\_\_\_, 2023**

## **GRANT AGREEMENT**

The Parties to this Grant Agreement are:

**ALPINA INVESTMENTS INC.** represented by:  
Canada | British Columbia | Vancouver  
1710-1177 West Hastings Street.  
(Alpina Investments Inc.),

and

**San Bernardino Community College District**

550 E. Hospitality Lane, Suite 200

San Bernardino, CA 92408. USA

(the Grantee), referred to collectively as the Parties and each individually as a Party.

Parties are encouraged to seek independent financial and legal advice as to the financial, fiscal, and legal consequences of this Grant Agreement.

**Regulatory Information.** Nothing in this Grant Agreement should be viewed as financial advice or investment advice. As such Alpina Investments Inc. is not permitted to offer clients advice about any investment. Clients are encouraged to undertake their own due diligence before committing. Clients should carry out their own checks by inspection, appointed legal or financial professional or otherwise. You are aware that the value of an investment can go down as well as up, and no guarantees as to future performance, income or capital growth are given expressly or by implication. Prices of properties or other assets (i.e. companies) may fall as well as rise and any potential parties should make themselves aware of the associated risks of (individual) markets, fluctuations in foreign currency exchange rates, and their own personal tax and tax relief circumstances. Alpina Investments Inc. does not promote offers to invest in collective investment schemes as defined in the Financial Services and markets Act 2000 (Section 235).

Investment strategies involve risks. Parties should consult their own business, tax, legal and accounting advisors with respect to this proposed transaction and they should refrain from entering into a transaction with us unless they have fully understood the associated risk and have independently determined that the transaction is appropriate for them. In no way should Alpina Investments Inc. be deemed to be holding itself out as a financial advisor or a fiduciary of the recipient hereof. The historical performance should not be taken as an indication.

Past performance does not guarantee future returns, investments may increase or decrease in value. Data from various sources was used in the preparation of this agreement; the information is believed but in no way warranted to be reliable, accurate and appropriate.

Subject to (final) approval of the US Federal Government Agenc(y)ies (authorization to conduct this specific fund transaction).

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ATTACH as Annex A: The Project Final Bid Form / Term Sheet  
ATTACH as Annex B: Alpina AML Report  
ATTACH as Annex C: Alpina KYC Form  
ATTACH as Annex D: Alpina Bank Confirmation Treasury Account  
ATTACH as Annex E: Drawdown Notice  
ATTACH as Annex F: No Default  
ATTACH as Annex G: Communication, Dissemination and Visibility  
ATTACH as Annex H: Certificate Re Blanket Surety Coverage

## 1. Introduction and Definitions

1.1 This Grant Agreement contains the terms on which grant funding is being provided to the Grantee for the Project subject to United States laws of AML/KYC and other financial requirements.

1.2 In this Grant Agreement:

(a) “Basic Project Information” means the project title, the project scope, information about the budgeted and actual project spend, the project duration, the name of the Grantee and the amount of funding that is being provided under this Grant Agreement;

(b) “Confidential Information” means Alpina Investments Inc.’s data and all information which has either been reasonably designated as confidential by either Party in writing or which ought to be considered as confidential (however it is conveyed or on whichever medium it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the International General Data Protection Regulation(s) and any other international data protection law which may be enacted from time to time. Confidential Information does not include Basic Project Information;

(c) “Eligible Expenditure” means expenditure in relation to the Funded Activities that complies in all respects with the standard eligibility rules; including staffing as required to complete the Project and satisfy the compliance requirements of this Funding Agreement;

(d) “Equipment” means the fixtures, furnishings and equipment which the Grantee may use in order to construct, furnish and operate the Project and any other activity that is necessary to deliver the Project for which grant funding is being provided under this Grant Agreement;

(e) “Evaluation” means an assessment of the Project by Alpina Investments Inc. or one or more persons appointed by Alpina Investments Inc. The Evaluation will assess the Project on the basis of progress, impact and delivery of outputs. Evidence will be collected through a review of paper documents and interviews with stakeholders;

(f) “Evaluation Visit” means a visit of up to 10 days made by one or more persons appointed or nominated by Alpina Investments Inc. to the country where the Project is being delivered and will comprise of a series of interviews with stakeholders involved in the Project;

(g) “Financial Year” means the 12-month period 1 January to 31 December;

(h) “Funded Activities” means the activities set out in Annex A of this Agreement;

(i) “Funding Period” means the period for which the Grant is awarded as specified in clause 4.1 of this Grant Agreement;

(j) “Grant” means the sum or sums of money to be awarded to the Grantee in accordance with this Grant Agreement;

(k) “Programme Objective” means the wider programme of activity that this Project is part of as set out in Annex A;

(l) "Prohibited Act" means:

a. offering, giving or agreeing to give any servant of Alpina Investments Inc. any gift or consideration of any kind as an inducement or reward for:

i. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement; or

ii. showing or not showing favour or disfavour to any person in relation to this Agreement;

b. committing any offence

i. under the Bribery Act;

ii. under legislation creating offences in respect of fraudulent acts; or

iii. at common law in respect of fraudulent acts in relation to this Agreement; or

c. defrauding or attempting to defraud or conspiring to defraud Alpina Investments Inc.;

(m) “Project” means the outputs and activities set out in the Project Final Bid Form / Term Sheet in Annex A, more specifically the construction, furnishing and equipping of a variety of projects including Valley College student services building, career pathways facility and solar project, and at Crafton College an instructional building, a public safety training center, a soccer stadium, a student support building, facility renovation, a student housing project and the KVCR and IMA expansion;

(n) “Project Implementation” means all the activity which the Grantee undertakes in order to deliver the Project which is being funded under this Grant Agreement;

(o) “Staff” means all persons employed or otherwise used by the Grantee to perform its obligations under this Grant Agreement;

(p) “Unspent Monies” means any portion of the Grant paid to the Grantee in advance of expenditure which remains:

a. unspent and uncommitted at the end of a Funding Period; or

b. unspent and uncommitted at the end of the Financial Year in which the Funding Period occurs;

**2. Grant**

2.1 Alpina Investments Inc. will pay the Grantee the Grant subject to the delivery of \$555,000,000 San Bernardino Community College District Certificate of Participation, Series 2023 (the “Certificates”) and Grantee complies fully with the terms of this Grant Agreement. Alpina Investments Inc. shall hold the Certificates for the duration of the Grant Agreement and forgive the principal amount of the Certificates upon maturity of the Certificates or Termination of this Grant Agreement, whichever is earlier. The Certificates are not transferable.

2.2 The Grantee acknowledges that Alpina Investments Inc. agrees to provide the Grant only for the amount, period and purposes set out in this Grant Agreement in Section 3 below.

**3. Purpose of the Grant**

3.1 Alpina Investments Inc. is providing grant funding for Eligible Expenditure incurred by the Grantee to implement the Project;

3.2 The Grantee accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement and undertakes to use such funding only for the purpose of carrying out the Project.

3.3 The Grant cannot be used to support activity intended to influence or attempt to influence a government or political parties;

3.4 Where the Grantee intends to apply to a third party for other funding for the Funded Activities, it will notify Alpina Investments Inc. in advance of its intention to do so and, where such co-funding is permitted and obtained, it will provide Alpina Investments Inc. with details of the amount and purpose of that funding.

3.5 The Grantee agrees and accepts that it will not apply for duplicate funding in respect of any part of the Funded Activities or any related administration costs that Alpina Investments Inc. is funding in full under this Grant Agreement and that it may be prosecuted for fraud should it dishonestly and intentionally make such an application.

**4. Grant Funding Period; Term of Agreement; Blanket Credit Surety Coverage**

4.1 The term of this Agreement shall be coterminous with the grant funding period, which is from \_\_/\_\_/2023 to \_\_/\_\_/20\_\_.

4.2 Project Implementation will begin on the last day: (i) the two Parties signs this Grant Agreement and (ii) Alpina delivers evidence of the Blanket Credit Surety Coverage substantially in the form of Annex H.

**5. Amount of the Grant**

5.1 Alpina Investments Inc. will provide up to a maximum of US \$\_\_\_\_\_ (\_\_\_\_\_ United States Dollars) over not more than a [five-year] Grant Funding Period towards the total cost of the Project. Payment disbursement will be as per Annex A and subject to receipt of the DTC eligible Certificates and the crediting of such Certificates to Alpina Investments Inc.’s account.

5.2 Alpina Investments Inc. guarantees grant funding for the Funding Period. Alpina Investments Inc. does not guarantee funding for subsequent periods. Whether Alpina Investments Inc. provides additional grant funding to the Grantee after the Funding Period will depend on factors including:

- (a) the availability of funding to Alpina Investments Inc.; and
- (b) extending the Term of this Agreement for the applicable period after the Funding Period and full compliance with the terms of this Grant Agreement by the Grantee in the period covered by this Grant Agreement.

## **6. Timing of Grant payments**

6.1 Payment(s) will start (within) two (2) months of the Certificates being credited to the account of Alpina Investments Inc. An initial payment of \$ \_\_\_\_\_ will be paid on \_\_\_\_\_, 20\_\_.

6.2 Alpina Investments Inc. will not authorize payment unless the Grantee has:

- (a) signed and returned a copy of this Grant Agreement to Alpina Investments Inc.;
- (b) provided the Certificates in DTC eligible form to Alpina Investments Inc. as described in this Grant Agreement;
- (c) provided appropriate (receiving) bank details; and
- (d) agreed to comply with the terms of this Grant Agreement, including the reporting requirements.

6.3 Alpina Investments Inc. reserves the right to withhold all or any payments of the Grant if the Grantee has not submitted information and/or documentation required under this Grant Agreement within the timescales set forth in this Grant Agreement.

## **7. Reduction and Recovery of Grant**

7.1 Without prejudice to Alpina Investments Inc.'s other rights and remedies, Alpina Investments Inc. may withhold or suspend payment of any grant funding due to the Grantee and/or require the Grantee to repay any Unspent Monies if any of the events set out in clause 7.4 and clause 18 arise.

7.2 The Grantee may not retain any portion of the Grant that has not been used or committed by the end of the Financial Year in the Funding Period without Alpina Investments Inc.'s written permission.

7.3 Where all or a proportion of the Grant Funding remains unspent or uncommitted at the end of the Financial Year, including as a result of termination of this Agreement, all or a proportion of the Unspent Monies, as calculated by Alpina Investments Inc., must be repaid to Alpina Investments Inc. within sixty (60) working days from the date on which the request for payment is sent and must not be carried forward for use in the following Financial Year.



7.4 If the Grantee is wound up or goes into liquidation, administration, receivership, or bankruptcy, or enters into any compromise or other arrangement of its debts with its creditors, Alpina Investments Inc. will be entitled to recover any Unspent Monies and/or may withhold any further payments.

## **8. Managing the Grant**

### **Reporting**

8.1 The Grantee will provide a quarterly monitoring report and a financial report every three (3) months during the Funding Period starting from \_\_/\_\_/20\_\_.

(a) The quarterly monitoring report will:

- a. describe the Project activities completed and the results achieved;
- b. contain an assessment of progress made against the proposals as set out in the Project Final Bid Form at Annex A; and
- c. refer to the indicators of success in Annex A.

(b) The financial reports will state:

- a. how much funding was spent;
- b. the purpose of the expenditure of the funding in (a) above; and
- c. whether any funding was used for consultant's fees or travel expenses.

8.2 When the Project has been completed the Grantee will prepare and send a final report (a "Project Completion Report") to Alpina Investments Inc. within thirty (30) days of receipt of a written request by Alpina Investments Inc. This report will contain a detailed breakdown of all expenditures for the grant funding period. Alpina Investments Inc. will only make a final grant payment when the Project Completion Report has been submitted to the relevant representative of Alpina Investments Inc., in the format requested and with all of the information that is required.

8.3 The Grantee will send originals or copies of invoices and receipts to Alpina Investments Inc. within one (1) calendar month after sending a financial report to Alpina Investments Inc.

### **Monitoring and Evaluation**

8.4 Alpina Investments Inc. will monitor the progress of the Project throughout the Funding Period and reserves the right to:

- (a) carry out Evaluation Visits, after giving reasonable notice;
- (b) appoint an external evaluator.

8.5 The method and timing of the Evaluation Visit, and the Evaluation of the Project, will be at Alpina Investments Inc.'s discretion.

8.6 The Grantee will make staff available to meet with, answer questions and provide management information to Alpina Investments Inc. or the evaluator appointed by Alpina Investments Inc.

### **Additional governance**

8.7 In order to ensure its accountability and to assess risks of fraud or guard against potentially fraudulent use of grant funding, Alpina Investments Inc. reserves the right to commission an external audit of the financial reporting provided by the Grantee at any point in the Funding Period. Where Alpina Investments Inc. exercises this right, it will bear the cost of such audit.

### **Financial Irregularity**

8.8 If the Grantee has good reason to suspect fraud or any other misuse of any grant funding paid under this Grant Agreement, it must notify Alpina Investments Inc. immediately, explain the steps that are being taken to investigate the suspicion and keep Alpina Investments Inc. informed of the progress and outcome of the investigation.

## **9. Other Uses of Grant Funding Procurement**

9.1 The Grantee must obtain value for money when using grant funding and will act in a fair, open and non-discriminatory manner when buying goods and services.

9.2 The Grantee will follow its own procurement guidelines and procedures when buying goods and services using grant funding provided under this Grant Agreement.

9.3 If Alpina Investments Inc. requests information from the Grantee about the use of grant funding provided under this Grant Agreement for procurement, the Grantee will provide sufficient information to show that its procurement processes are transparent, fair, allow for competition and were cost-effective.

## **10. Records to be kept**

10.1 The Grantee will ensure that all original documents are retained for a period of six (6) years after the end of this Grant Agreement and will provide these to Alpina Investments Inc., if requested within this period.

## **11. Audit and Inspection**

11.1 Alpina Investments Inc. may request reasonable access for its authorized representatives, after giving the Grantee notice, to:

(a) project sites which the Grantee owns or occupies and where any activity in support of the Project has been undertaken; and/or

(b) records (however these are stored) which show how grant funding for the Project has been used.

## **12. Legislation**

12.1 The Grantee will cooperate with Alpina Investments Inc. (to the fullest extent permissible and consistent with its obligations under any applicable law or rules) to enable Alpina's compliance with its obligations or other applicable legislation which applies to the provision of grant funding under this Grant Agreement.

## **13. Transparency**

13.1 The Grantee acknowledges that Alpina Investments Inc. will disclose payments made under this Grant Agreement in accordance with FATF/GAFI transparency agenda.

13.2 Alpina Investments Inc. may request information about the implementation and operation of the Project. Where Alpina Investments Inc. makes such a request, Alpina Investments Inc. will provide the Grantee with the reason for its request.

13.3 The Grantee is committed to the principle of transparency and, subject to any applicable law and/or binding internal procedure, the Grantee will make available to Alpina Investments Inc. such information, as may be requested, relating to the implementation and the operations of the Project.

## **14. Confidentiality**

14.1 Each Party will treat the other's information as confidential, keep it safe and not disclose it to a third person without the original owner's prior written consent unless disclosure is expressly permitted by this Grant Agreement.

14.2 The Grantee may disclose Alpina Investments Inc.'s Confidential Information to its Staff who are directly involved in the implementation of the Project and who need to know the information. Where it makes such disclosure, the Grantee will ensure that such Staff are:

(a) aware of and comply with the confidentiality obligations under this Grant Agreement; and

(b) do not use any of Alpina Investments Inc.'s Confidential information that is received for purposes other than the implementation of the Project and in line with this Grant Agreement.

14.3 Nothing in this clause will prevent either Party from using any techniques, ideas or know-how gained during the performance of this Grant Agreement in the course of its normal business so long as this use does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's or a third party's intellectual property rights.

## **15. Publicity – Acknowledgement of Funding**

15.1 The Grantee may acknowledge the grant funding provided by Alpina Investments Inc. for the Project in materials produced during the Funding Period and at related public events unless Alpina Investments Inc. directs otherwise. Where Alpina Investments Inc. directs that its funding must not be acknowledged the Grantee will comply with this instruction.

15.2 The Grantee must consult Alpina Investments Inc. regarding the content of any promotion or publicity regarding the Project [particularly if it proposes to use any of Alpina’s branding or logos] and is obliged to obtain Alpina Investments Inc.’s written consent before using any such content.

## **16. Conflict of Interest and Grantee commentary**

16.1 The Grantee will ensure that it has adequate procedures in place to enable early identification and effective management of any conflicts of interest which it or its Staff may have in relation to this Grant Agreement. Where the Grantee identifies a conflict of interest it will notify Alpina Investments Inc. of this and provide information about how this is being managed.

## **17. Amendment of this Grant Agreement**

17.1 This Grant Agreement may be amended only by written agreement of the Parties and such amendments must be recorded in writing, signed by both Parties and attached to the signed original of this Grant Agreement.

## **18. Breach of Grant Conditions and Termination**

### **Temporary Suspension of performance**

18.1 Either Party may notify the other of any event or matter which was neither caused by the Parties nor is within the control of the Parties which prevents, delays or is likely to prevent or delay the performance of its obligations under this Grant Agreement. In this situation, the Parties may agree to suspend the performance of obligations under this Grant Agreement temporarily for a period of up to one (1) calendar month (“Temporary Suspension Period”).

### **Termination**

18.2 Alpina Investments Inc. may by notice in writing to the Grantee terminate this Agreement as provided herein if any of the following events occur:

(a) the Grantee has used in the past, or uses the Grant Funding for purposes other than those for which they have been awarded, and the Grantee has not rectified the improper use of Grant Funding within thirty (30) days of written notice;

(b) the Grantee is, based on an independent report commissioned by Alpina Investments Inc., delivering the Funded Activities in a negligent manner; in this context negligence includes but is not limited to failing to prevent or report fraud or corruption, and such negligence is not corrected within thirty (30) days of receipt;

(c) the Grantee obtains duplicate funding from a third party for the Funded Activities, and Grantee fails to return the duplicate funding within thirty (30) days of receipt;

(d) the Grantee commits or committed a Prohibited Act or fails to report a Prohibited Act to Alpina Investments Inc., whether committed by the Grantee or a third party as soon as they become aware of it, and such Prohibited Act does not cease within three (3) days of written notice;

(e) Alpina Investments Inc. determines (acting reasonably) that any director or employee of the Grantee has committed the following acts or omissions and said acts or omissions have not been cured with five (5) days of written notice:

i. acted dishonestly or negligently at any time during the term of this Agreement and to the detriment of Alpina Investments Inc.; or

ii. taken any actions which unfairly bring or are likely unfairly to bring Alpina Investments Inc.'s name or reputation and/or Alpina Investments Inc. into disrepute. Actions include omissions in this context;

(f) the Grantee commits a material breach of the Agreement and said breach continues for a period of fifteen (15) days after written notice;

(g) the Grantee fails to comply with any of the Terms and Conditions set out in the Agreement and fails to rectify such breach within thirty (30) days of receiving written notice from Alpina Investments Inc. detailing the failure.

18.3 On termination of this Grant Agreement the Grantee will provide financial and narrative reports (including invoices and receipts) within thirty (30) days of receiving written notification of termination up to the date of such termination.

## **19. Insurance**

19.1 The Grantee will ensure that it has such insurance in place as is necessary for the normal conduct of its activities. Where it is necessary for the Grantee to purchase additional insurance cover in order to perform its obligations under this Grant Agreement, the Grantee will ensure that it has all relevant insurance in place prior to the start of the grant funding period.

## **20. Liability and Indemnity**

20.1 Neither Party may limit its liability for personal injury or death caused by negligence, fraud or fraudulent representation.

20.2 The Grantee agrees to indemnify Alpina Investments Inc. for any costs, claims, damage or losses which arise as a result of negligence by the Grantee or out of any breach by the Grantee of any terms of this Grant Agreement.

## **21. Grantee responsibility for Staff**

21.1 The Grantee undertakes to provide adequate supervision of and care for its Staff, agents and representatives.

21.2 In the event that it is necessary for the Grantee or any of its representatives or associates involved in the Project to travel in order to perform the tasks specified in Annex A, the Grantee will be responsible for obtaining security advice from security providers that are established and reputable with appropriate experience, qualified personnel and insurance cover. The costs of any specialist security provision will be borne as part of the Project budget.

21.3 Subject to clause 21.4, where Alpina Investments Inc. has publicly advised against all travel to a country or region where the Project is to be implemented or where Alpina Investments Inc. has highlighted specific security or safety concerns, the Grantee must liaise closely and in good time with Alpina Investments Inc. about the feasibility of travel to such country or region.

21.4 Alpina Investments Inc. acknowledges that where the Grantee has access to its own source of advice and processes for ensuring the safety and security of its personnel (including agreement monitors and other authorized agents) it may rely on such provisions and will bear the responsibility for all such personnel.

## **22. Information about Grantee Staff and Sub-contractors**

22.1 The Grantee acknowledges that in some circumstances Alpina Investments Inc. may for security purposes require information regarding its Staff and subcontractors or other authorized representatives. Where Alpina Investments Inc. makes such a request the Grantee shall, subject to clause 22.2, provide Alpina Investments Inc. with such information as Alpina Investments Inc. may require in order to carry out any security checks it deems necessary.

22.2 When providing information to Alpina Investments Inc. in line with clause 22.1, Alpina Investments Inc. acknowledges, and the Grantee agrees that such disclosure will be to the extent that this is permissible under any of the following:

- (a) the International General Data Protection Regulations;
- (b) the principles of transparency, legitimate purpose and proportionality;
- (c) any other legislation or personal data protections rules, policy or practice that applies to the Grantee.

## **23. Intellectual Property Rights**

23.1 Any intellectual property rights which arise in the course of the implementation of the Project by the Grantee (“Foreground IP”) will belong to the Grantee provided that the Grantee hereby grants to Alpina Investments Inc. a worldwide, perpetual, royalty free license to use such intellectual property rights for any marketing purpose directly connected with the Project.

23.2 Except as provided for in clause 23.1 above, this Grant Agreement will not grant either Party any rights over the other Party’s intellectual property rights. In particular, neither Party will own or assert any interest in the other Party’s existing intellectual property rights (“Background IP”).

23.3 The Grantee warrants that it will take all reasonable steps to ensure that its implementation of the Project under this Grant Agreement will not infringe any intellectual property rights of any third Party. The Grantee agrees to indemnify and hold Alpina Investments Inc. harmless against all liability, loss, damage, costs and expenses (including legal costs) which Alpina Investments Inc. may incur or suffer as a result of any claim of alleged or actual infringement of a third party’s intellectual property rights arising out of the Grantee’s negligent implementation of the Project.

## 24. Dispute Resolution

24.1 The Parties will attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Grant Agreement.

24.2 The Parties may settle any dispute using a dispute resolution process which they agree.

24.3 If the Parties are unable to resolve a dispute in line with the requirements of clauses 24.1 or 24.2, the dispute may, by agreement between the Parties, be referred to mediation in accordance with the Model Mediation Procedure issued by the Centre for Effective Dispute Resolution (“CEDR”)<sup>1</sup>, or such other mediation procedure as is agreed by the Parties. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation the Party will give notice of the intention to mediate in writing (“the ADR Notice”) to the other Party, and that latter Party will choose whether or not to accede to mediation. A copy of the ADR Notice should be sent to CEDR, unless other mediation is agreed upon by both parties. If the latter party chooses to accede to mediation, the mediation will start no later than 14 days after the date on which the ADR Notice is sent.

24.4 The performance of the obligations which the Grantee has under this Grant Agreement will not cease or be delayed because a dispute has been referred to mediation under clause 24.3 of this Grant Agreement.

## 25. Entire Agreement

25.1 This Grant Agreement constitutes the entire agreement between the Parties and supersedes all negotiations, representations or agreements either written or oral preceding it.

## 26. Governing Law

26.1 This Agreement shall be governed, construed, and enforced by the laws of the State of California, and, whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under California law. If any provision of this Agreement shall be prohibited by, or invalid, under California law, that provision shall be ineffective to the extent of the prohibition or invalidity, without invalidating the remainder of the provision, or the remaining provisions, of this Agreement. The parties agree that venue for any legal proceeding shall be the state or federal courts located in San Bernardino County, California in the United States, and the Parties hereby waive all objections to jurisdiction, venue, and forum.

The Agreement will enter into force on the day of signature by Alpina Investments Inc. or the project owner, depending on which is later.

### SIGNATURES (p.p.)

For the Project Owner  
San Bernardino Community College District  
Jose F. Torres  
[electronic signature]  
Done in [English] on \_\_\_\_\_ 2023

For Alpina Investments Inc.  
Its Board of Directors  
\_\_\_\_\_[electronic signature]  
Done in [English] on \_\_\_\_\_ 2023

<sup>1</sup> <https://www.cedr.com/>





## ATTACH as Annex A: The Project Final Bid Form / Term Sheet

### DATA SHEET

#### 1. **General Data**

##### Project Summary

###### *Project summary*

Initial Funding by Alpina Investments Inc. will be used to support activities that will accomplish the following projects:

**Valley College Student Services Building:**

1. Demolition of existing Liberal Arts Building.
2. Design and construction of a new Students Services Building.

The Liberal Arts Building on the San Bernardino Valley College campus was constructed in 1970, and the structure has since outlived its usefulness.

The new one-stop center will consist of a 100,000 gross square foot building which will have 65,000 assignable square feet for department usage.

The new Student Services building will create a welcoming environment that supports DEISA (Diversity, Equity, Inclusion, Social Justice, and Anti-Racism) to meet the needs of the “whole student” – intellectually, socially, and culturally, as well as provide a variety of resources to support student success.

**Career Pathways 2 at Valley College**

1. Design and construction of new Allied Health Building.
2. Demolition of existing Technical Building.
3. Design and construction of new Aeronautics Building.
4. Design and construction of new parking lot.

Fulfilling the need for a Career Pathways program and establishing a long-lasting legacy of academic excellence, this project continues advancement of the educational, career, and personal success of the very diverse community it serves. It will provide much-needed space for students pursuing Nursing, Allied Health, the sciences, Aeronautics, and Career Pathway programs, as well as provide a significant gain in dedicated teaching space that achieves a high degree of performance for specialized course work. It will result in larger lab space for these programs, and create a welcoming environment that provides a variety of resources to support students and get them ready for success in the workforce and community. The Allied Health Building includes 38,040 gross square feet which include 24,905 assignable square feet. The Aeronautics Building

includes 24,798 gross square feet which include 18,000 assignable square feet.

#### **Crafton Hills College Instructional Building**

- 1. Demolition of existing Performing Arts Center (PAC).**
- 2. Demolition of existing Visual Arts Building.**
- 3. Demolition of existing East Complex 2.**
- 4. Renovation of classrooms in the Learning Resource Center.**
- 5. Design and construction of a new Instructional Building.**

The new, larger Instructional Building will provide lecture and lab space to accommodate the growing programs, especially in the sciences and Career Pathways. It replaces aged space in the Visual Arts Building, as well as the North Annex and East Complex, which are semi-permanent modular buildings. Instructional spaces will be aligned with class sizes to optimize utilization. In addition, space will be provided for an open computer lab, a tutoring center, and an adjunct faculty workspace. Flexible rooms will be provided for a wide range of uses, including mobile counseling and supplemental instruction. The demolition of the existing PAC will take place only after the new one is completed.

This project provides an opportunity to include both interior and exterior student gathering spaces, creating a vibrant hub for student activity and bringing visual arts to the forefront, allowing the campus experience to connect with the medium. The college desires to embrace this culture by providing both permanent and temporary spaces for art displays, including work from local artists quickly becoming the pride of the community.

The new Instructional Building will consist of 27,600 gross square feet and 16,428 assignable square feet.

#### **Crafton Hills College Public Safety Training Center**

- 1. Build a new Class A Burn Tower.**
- 2. Build new public safety training props.**

This project will construct a Class A Burn tower and other public safety training props to train students in conditions that simulate real-life emergencies. In keeping with the architectural vernacular of the existing campus, the new structure is primarily concrete masonry. It will contain features replicating commercial buildings and residential homes that enhance the technical training capabilities of Crafton's programs, preparing students to serve the local community. Crafton Hills' premier first responder programs are designed to equip

students to become successfully employed as emergency fire, rescue, medical, and hazardous material personnel which can serve locally, as well as function on multi-hazard/multi-jurisdictional teams throughout the state of California. The Public Safety Training Center enhances and completes the state-of-the-art Public Safety and Allied Health (PSAH) facilities constructed in 2015 with additional hands-on labs, and will deliver on SBCCD's promise to further enhance the highly regarded Public Safety Program.

This project will construct a Class A Burn Tower of approximately 5,500 gross square feet and other public safety training props on a 32,000 square foot site.

#### **Crafton Hills College Soccer Stadium**

1. Renovate and expand the existing soccer field.
2. Add supporting facilities.

The new collegiate-sized Soccer field replaces the aged facilities with modern state-of-the-art kinesiology instructional labs. The project will consist of the demotion and removal of soccer field turf and adjacent pavement and landscape areas to install and construct a new soccer field. Improvements include, but are not limited to, a natural turf soccer field with synthetic turf apron, soccer rebound wall, synthetic turf, storage containers, soccer field bleachers, athletic field entry signage, perimeter fencing, concrete pathways and ADA (Americans with Disabilities Act) path of travel improvements, and restroom building.

#### **Crafton Hills College Student Support Building**

1. Demolition of the existing Performing Arts Center (PAC).
2. Renovation of classrooms in the Learning Resource Center.

The Student Support Building will be renovated to expand space dedicated to Student Health Services, and provide space for instructional classrooms on the second floor. Building systems and the building envelope will also be upgraded with full replacement of existing windows to high-performing glazing. The Student Health & Wellness Center will expand on the lower level to accommodate growth, including additional exam rooms, work and storage space, and counseling space for expanded mental health services. Providing quality learning environments improves students' mental health, academic success, and future economic outcomes, aligning them for academic and professional success. The student support building consists of 5,513 gross square feet.

### **Valley College Solar Project**

- 1. Adding photovoltaic systems to rooftops and parking lots.**
- 2. Adding battery energy storage systems (BESS).**

The project includes the installation of approximately 2.9 megawatts of photovoltaic systems in carports and rooftops, paired with a battery energy storage system (BESS). The system is expected to produce approximately 4,674,307 kWh per year to offset more than 50% of the campus's current electricity consumption. Additionally, the project will add a 1,813kW/3252 kWh Battery Energy Storage System to store the excess on-site generation during the daytime, and utilize the stored energy to offset the demand during the peak hours. The installation locations include parking Lots 3, 4, 8,9, 10, 11, Technology Building, Gymnasium Building, and Greek Theatre.

### **Crafton Hills College Crafton Hall Renovation**

- 1. Renovate the Crafton Hall building.**

The project improves one of the most iconic and original buildings on campus. Crafton Hall has served as the college's main food service and dining facility until 2016, when Crafton Center opened its doors to providing food service. Crafton Hall will serve the college once again as its primary facility for meeting, conference, and event space. This project will provide much-needed space for both internal and intra-collegiate meetings, conferences, and training, as well as fundraising and community events. Also include are faculty offices and space for the Honors Program on the second floor. The renovation will upgrade the building's technology infrastructure and connectivity, as well as other building systems, and help simplify operations and increase efficiencies. The project will comply with all current codes including (but not limited to) seismic, life safety, access, and Title 24. Additionally, the project includes updating of doors, controlled access points, the addition of an exterior elevator for access to the 2nd floor from the exterior courtyard, and new interiors.

The Crafton Hall Building consists of 5,513 gross square feet.

### **Crafton Hills College Student Housing Project**

- 1. Demolish existing tennis courts and site improvement.**
- 2. Design and construction of new affordable student housing.**

**Crafton Hills College aims to provide low-income student housing**

on campus and design housing facilities to function as living-learning communities to promote student success. The new student housing complex will have the capacity to house 171 low income students and will be approximately 32,884 assignable square feet (ASIF) / 50,434 gross square feet (GSF). The proposed housing complex is anticipated to include 1 Resident Director Apartment, 8 micro units for ADA single occupancy, and 163 micro units for single occupancy. Common areas are to include a communal kitchen, mailboxes, laundry, social lounges, and study spaces, along with Mental Health Counseling office, Veterans Resources office and support space. These support service spaces are specifically intended to support low-income students' basic needs and academic success. By meeting students' essential physiological needs and providing dedicated studies and other student support spaces, the college seeks to promote student retention and engagement and cultivate diversity, inclusion, and belonging on campus.

Many CHC students struggle with being full-time due to the hours needed to work to support themselves and their families. According to the Demand Analysis in a study feasibility study led by Volz Company in association with HPI Architects, approximately 44% of student respondents from a 765-student survey were not full-time students but would become full-time students if offered affordable, quality housing. On-campus student housing for low-income students would provide housing opportunities for the community and support these students by allowing them to be full-time students and increase their learning potential.

### **District Support Operations & San Bernardino Valley College KVCR and Institute of Media Art Expansion**

- 1. New Studio (2,600 square feet) for creative space shared with Institute of Media Arts students.**
- 2. New Outdoor Space (1,600 square feet) next to the new studio for event space and outdoor work area.**
- 3. New Color Correction Suite for studio work as well as learning space for Institute of Media Arts students.**

**KVCR is the only publicly owned radio and TV operation that serves the Inland Empire. As a reflection of the diverse population and listenership in the coverage area, KVCR is a media outlet that celebrates the power of diversity on air, online, and in the workplace. KVCR serves as a creative incubator and broadcasting platform for the San Bernardino Valley College. KVCR promotes economic development and workforce growth through collaboration with the Economic Development & Corporate Training (EDCT's) programs. The project will create a space that will help KVCR to continue to cultivate discovery and engagement in the arts, media, and sciences,**

as well as utilize exterior spaces to encourage outdoor gatherings for developing and nourishing strong community relationships. In addition, the project will provide a facility that dedicates as a creative incubator and broadcasting platform for the San Bernardino community.

The existing KVCR building approximately 19,000 GSF is located in the Southwest corner of the San Bernardino Valley College. The West side includes a 2,400 SF Studio with accessory spaces.

<b>Keywords</b>	Construction, Real Estate, State-Of-The-Art education
<b>Project Number</b>	2023   ____
<b>Project Name</b>	SAN BERNARDINO COMMUNITY COLLEGE DISTRICT MULTIPLE PROJECTS
<b>Project Acronym</b>	TBD
<b>Topic</b>	Construction, furnishing and equipping the Project
<b>Type of Action</b>	Grant Funding Summa Cum laude Action Programme
<b>Project End Date</b>	_____ 20__
<b>Project duration</b>	__ Years

### Participants

List of participants

	ROLE	Legal Name	Country	Entry Date	Exit Date
1	BEN 1	SAN BERNARDINO COMMUNITY COLLEGE DISTRICT	USA	__/__/2023	__/__/20__

Coordinator

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

Jose F. Torres, or designee

From 1/1/2023 to 1/01/20\_\_

**2. Grant**

Maximum Grant Amount, total estimated eligible costs (*direct and indirect (overhead) construction and compliance costs*, fixtures furnishings and equipment, capitalized interest on the Certificates, costs of issuance and contributions and funding rate.

<b>Asset Collateral GA</b> (Certificates of Participation, Series 2023 US\$ _____,-)	<b>Maximum Grant Amount</b> (Award Decision)
<p><b>SAN BERNARDINO COMMUNITY COLLEGE DISTRICT</b></p> <p>In order to finance the Project, the District will lease certain buildings, facilities and other improvements located at _____ (the “Property”), to the Public Property Financing Corporation of California, a nonprofit public benefit corporation organized and existing under the laws of the State (the “Corporation”) pursuant to a Site Lease (the “Site Lease”) and lease the Property back from the Corporation pursuant to a Lease/Purchase Agreement (the “Lease/Purchase Agreement”). All Lease Payments owed by the District under the Lease/Purchase Agreement and all remedies afforded thereunder, will be assigned to Alpina Investments Inc. under the terms of an Assignment Agreement between the Corporation and Alpina Investments Inc. U. S. Bank Trust Company, National Association will act as transfer agent to transfer the Certificates to DTC.</p>	<p>US\$ _____,-</p>

<b>Grant form</b>	budget-based / activity-based mixed actual cost grant
<b>Grant Mode</b>	Action grant
<b>Budget flexibility</b>	Yes (flexibility with conditions)

### 3. **Payments**

Reporting Periods			Type	Deadline	Type	Deadline (time to pay)
No	Month from	Month to			<u>Initial</u> prefinancing US\$ -	_____, 2023
1			Fund			
2			Fund			
3			Fund			
4			Fund			
5			Fund			
6			Fund			
7			Fund			
8			Fund			
9			Fund			



<b>10</b>			Fund			
<b>11</b>			Fund			
<b>12</b>			Fund			
<b>13</b>			Fund			
<b>14</b>			Fund			
<b>15</b>			Fund			
<b>16</b>			Fund			
<b>17</b>			Fund			
<b>18</b>			Fund			
<b>19</b>			Fund			

## 4.2.a Asset Collateral

Type	Amount
<b>Certificates of Participation, Series 2023</b>	US\$ _____,- ( _____ United States Dollars)

## 4.2.b Payment modalities:

<b>Restrictions on distribution of initial funding</b>	The funding may be distributed only to Grantee subject to the terms of this Grant Agreement.
<b>Interim payment ceiling (if any)</b>	<b>N/A.</b>
<b>No-profit rule</b>	N/A
<b>Late payment interest:</b>	<b>0.2%</b>

<b>Bank account for payments</b>	(bank name) – <i>under separate cover</i>  Account details: DDA  Routing No.:  Account No.:
<b>Bank account for Asset Collateral</b>	TBD
<b>Safety of Asset</b>	Blanket Credit Surety Coverage reinsured Investment Grade, FCA authorized and regulated.
<b>Maturity</b>	Upon maturity of the Certificates or Termination of the Grant Agreement, Alpina is obligated to return the Certificates to Grantee, unencumbered (no outstanding liens, claims, or financial obligations). The Grantee shall not be obligated to pay the principal amount of the Certificates and the final Lease Payment obligation for the principal will be forgiven.
<b>Accrued Interest</b>	N/A
<b>Conversion into euro</b>	N/A
<b>Reporting language</b>	Language of the Agreement

#### 4.3. Certificates

n/a

#### 4.4 Recoveries

##### **First-line liability for recoveries:**

<b>Beneficiary termination</b>	<b>Beneficiary concerned</b>
<b>Final payment</b>	Each beneficiary for their own debt

After final payment	Beneficiary concerned
---------------------	-----------------------

## 5. Consequences of non-compliance, applicable law & disputes settlement forum

5.1 Suspension and termination (art.17)

5.2 Applicable law (art.24)

5.3 Dispute Settlement Forum (art.22)

## 6. Other

Specific rules: **Yes**

- Sensitive information with security recommendation
- Ethics and research integrity
- Gender mainstreaming

Standard time-limits after project end:

- Confidentiality (for **6** years after final payment), subject to California law as applicable to public agencies
- Record-keeping (for **6** years after final payment)

<b>Surety Plan:</b>	Blanket Credit Surety Coverage
<b>Certain Federal Income Tax Considerations:</b>	The Project Owner should satisfy itself as to the federal, provincial, territorial, and other tax consequences by obtaining advice from its tax advisor.
<b>Source of Project Funding</b>	As per Instruments, Rules and Policies of the Ontario Securities Commission <u>and</u> in accordance with FATF/GAFI standards.
<b>Specific Warranties</b>	1. The Project Owner warrant to Alpina Investments Inc. that all information disclosed is true, accurate and not misleading on the date of this Agreement and (if Closing takes places after the date of this Agreement) will be true, accurate and not misleading on the Closing Date.

2. The Project Owner acknowledges that each of the Warranties being true, accurate and not misleading, is essential for Alpina's decision to enter into this Agreement on the terms contained herein.
3. The Project Owner is not aware of any facts or circumstances which have not been clearly brought to Alpina's knowledge and which Alpina should reasonably have assumed would have affected its willingness to enter into the Grant under the terms of this Agreement.

## ATTACH as Annex B: Alpina AML Report

**ANTI-MONEY LAUNDERING QUESTIONNAIRE*****I - General Information***

<b>Name:</b> Alpina Investments	<b>Legal form:</b> Inc.
<b>Corporate nr:</b>	<b>Ownership Structure:</b> (i.e. Public or Private): PRIVATE
<b>Type:</b> Investment company	<b>Canada Revenue Agency</b> Two (2) Fiscal Years
<b>The address of our company</b> ( <i>head office</i> ):  1710-1177 West Hastings Street, Vancouver BC, V6E 2L3, Canada	

1. Please forward: i) Certificate of Incorporation; ii) A copy of AML guidelines.  
*Re. ii* . The company established and implemented a comprehensive and effective compliance program as defined by the Canadian AML Law [“the FINTRAC's Guidelines]
2. If these documents are available electronically, please advise where a copy may be obtained.  
<http://www.fintrac.gc.ca/guidance-directives/compliance-conformite/Guide4/4-eng.asp>

***II – General AML Policies and Procedures***

(In this questionnaire anti-money laundering and terrorist financing measures and the prevention of terrorist financing are collectively referred to as “AML”).

3. Does the Client have written AML policies and procedures?

Yes  No

4. Does the Client have a designated AML Compliance program that requires approval of the Board or Directors or senior management?

Yes  No

5. Is your company regulated and supervised for AML by the Regulatory Authority of the country where your authorization to conduct financial and/or banking business has been granted?

Yes  No

*The company settles through regulated entities authorized by Financial Authorities (SEC, FCA,...) and member of IIROC, NYSE, FINRA, SIPC, SEHK.*

6. Please provide confirmation of jurisdiction and name of your Regulatory Authority.

Canada

7. Has your country established laws designed to prevent AML?

Yes  No

8. Has your company or institution under to such laws?

Yes  No

9. If yes, please list the name (s) of your country's relevant law (s):

As per Canadian legislation.

10. Does your country endorse the recommendations and principles of FATF/GAFI?

Yes  No

11. If yes, has your institution or company established written policies, procedures and controls in accordance with FATF/GAFI standards to cover money laundering and anti-terrorism financing?

Yes  No

12. If no, are your policies, procedures and controls in accordance with your local regulatory requirements?

Yes  No

13. Do your policies, procedures and controls specifically include:

<p>Internal audit process to test robustness of your AML controls?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Risk based approach to "KYC" procedures based on products supplied and domicile of customer?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Client activity monitoring?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
		<p>Employee training?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>

14. Is policy implementation monitored on a permanent basis?

Yes  No

15. Has your company or institution, been under any investigation, indictment, conviction or civil enforcement action related to financing terrorists in the past 5 (five) years?

Yes  No

16. If yes, please provide us with information concerning this investigation or conviction.

N.A.

17. Does your institution or company provide AML training to relevant employees?

Yes  No

18. Do you ensure that your policies, procedures and controls are communicated and enforced effectively in your network and subsidiaries through the following approaches:

Internal circulars? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Procedures manuals? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Internal audit? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Compliance officer checks? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

Questionnaire completed and approved:

November 2022



**ATTACH as Annex C: Alpina KYC Form****INFORMATION SHEET  
COMPLIANCE DUE DILIGENCE CONVENTION**

In accordance with Articles 2 through 5 of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, and under the United States Patriot Act of 2002, as amended in February 2003 concerning the prevention of Money Laundering and 305 of the Swiss Criminal Code, the following information may be supplied to banks and / or other Financial Institutions for purposes of verification of identity and activities of the Client described below, and the nature and origin of the assets or funds that are to be utilized. The foregoing is subject to agreement by all parties to whom this information is provided that they are obligated to respect the privacy rights of the Client and all Individuals described herein, as well as the generally accepted professional standards relating to the maintenance of confidential information, and to take all appropriate precautions to protect the confidentiality of the information contained herein, this legal obligation shall remain in full force indefinitely without restriction.

**COMPANY INFORMATION (Legal Person)**

Company Name (Full Form as registered):  
 Company Name (Short Form, as used) Alpina  
 Mailing Street Address: 1710 - 1177 West Hastings Street.  
 Vancouver, B.C. V6E 2L3.  
 Country / Province where Company registered: Canada / B.C. / Vancouver  
 Company Registration Number: 753259712BC0001  
 E-mail:  
 Web:

**CLIENT'S PERSONAL INFORMATION**

Client's Name:  
 Client's Address:  
 Nationality:  
 Passport Issuing Country:  
 Passport Date of Issue:  
 Passport Date of Expiry:  
 Social Security Number:  
 Drivers License:  
 Date of Birth:  
 E-mail:  
 Relation to the company  
 Canada Revenue Agency

**CLIENTS BANKING:**

Bank Name:  
 Division:

Bank Address:  
 Swift Code:

US Correspondent Bank:  
SWIFT Code:  
(Fed wire) ABA #:  
Account Name:  
Bank Officer:  
Title Bank Officer:

**DESK INFO**

*Physical Delivery:*

*Electronic Delivery:*

**DECLARATION:** THE INFORMATION PROVIDED IS BOTH TRUE AND ACCURATE. ALL MONIES ENGAGED IN ALPINA'S TRANSACTIONS ARE DERIVED FROM NON-CRIMINAL ORIGIN; AND, ARE GOOD, CLEAN AND CLEARED. THE ORIGIN OF FUNDS IS IN COMPLIANCE WITH ANTI-MONEY-LAUNDERING POLICIES AS SET FORTH BY THE FINANCIAL ACTION TASK FORCE **ATTACH as Annex C: Alpina KYC Form**

**ATTACH as Annex D: Alpina Bank Confirmation Treasury Account**

**ATTACH as Annex E: Drawdown Notice**

**DRAWDOWN NOTICE**

From:  
To: **Alpina Investments Inc.**  
*Investment Department*  
invest@alpina.investments  
Dated: [ENTER]

Dear Sirs,

-----, - USD \_\_\_\_\_ Project Facility dated \_\_\_\_\_ 2023 (the "Agreement")

We refer to the Agreement. This is a Drawdown Notice. Terms defined in the Agreement have the same meaning in this Drawdown Notice unless given a different meaning in this Drawdown Notice.

We wish to draw an Advance on the following terms:

Proposed drawdown date: [ENTER] (or, if that is not a Business Day, the next Business Day)  
Amount: USD [ENTER]

The proceeds of this Advance should be credited to [ENTER THE ACCOUNT].

This Drawdown Notice is irrevocable.

Yours faithfully

.....  
Authorised Signatory

**ATTACH as Annex F: No Default**

Except as disclosed in the SEC Documents, the **FUNDER** is not in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust or other material instrument or agreement to which it is a party or by which it is or its property is bound and neither the execution, nor the delivery by the Company, nor the performance by the Company of its obligations under this Agreement or any of the exhibits or attachments hereto will conflict with or result in the breach or violation of any of the terms or provisions of, or constitute a default or result in the creation or imposition of any lien or charge on any assets or properties of the Company under its Certificate of Incorporation, By-Laws, any material indenture, mortgage, deed of trust or other material agreement applicable to the Company or instrument to which the Company is a party or by which it is bound, or any statute, or any decree, judgment, order, rules or regulation of any court or governmental agency or body having jurisdiction over the Company or its properties, in each case which default, lien or charge is likely to cause a Material Adverse Effect on the Company's business or financial condition.

**Alpina Investments Inc.**  
Legal Department

## ATTACH as Annex G: Communication, Dissemination and Visibility

### Communication — Dissemination — Promoting the action

Unless otherwise agreed, the beneficiaries must promote the action and its results by providing targeted information to multiple audiences (including the media and the public), in accordance with Annex A and in a strategic, coherent and effective manner. Before engaging in a communication or dissemination activity expected to have a major media impact, the beneficiaries must inform Alpina Investments Inc.

### Visibility — Alpina logo and funding statement

Unless otherwise agreed, communication activities of the beneficiaries related to the action (including media relations, conferences, seminars, information material, such as brochures, leaflets, posters, presentations, etc., in electronic form, via traditional or social media, etc.), dissemination activities and any infrastructure, equipment, vehicles, supplies or major result funded by the grant must acknowledge the Alpina support and display the Alpina emblem and funding statement (translated into local languages, where appropriate):

The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text. Apart from the emblem, no other visual identity or logo may be used to highlight the Alpina support.

When displayed in association with other logos (e.g. of beneficiaries or sponsors), the emblem must be displayed at least as prominently and visibly as the other logos.

For the purposes of their obligations under this Article, the beneficiaries may use the emblem without first obtaining approval from the granting authority. This does not, however, give them the right to exclusive use. Moreover, they may not appropriate the emblem or any similar trademark or logo, either by registration or by any other means.

### Quality of information — Disclaimer

Any communication or dissemination activity related to the action must use factually accurate information. Moreover, it must indicate the following disclaimer (translated into local languages where appropriate):

*“Funded by Alpina Investments Inc. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of Alpina Investments Inc. Alpina Investments Inc. cannot be held responsible for them.”*

### Consequences of non-compliance

If a beneficiary breaches any of its obligations under this Article, the grant may be reduced.

**ATTACH as ANNEX H: Certificate Re Blanket Surety Coverage**

After execution of this Agreement, Alpina Investments Inc. shall provide the San Bernardino Community College District with confirmation of insurance/re-insurance Investment Grade surety bond for a term of \_\_ years.

## **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:** August 10, 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  
August 10, 2023**

**COURSE CORRECTION**

<b>COURSE ID</b>	<b>COURSE TITLE</b>
<b>COMMST 100</b>	ELEMENTS OF PUBLIC SPEAKING

**Prerequisite:** None  
**Departmental Advisory:** Eligibility for college level English based on the SBVC Guided-Self Placement process.  
**Rationale:** Removing ENGL 101/101H prerequisite and adding updated departmental advisory.  
**Previous Board Approval:** June 8, 2023  
**Effective:** Fall 2024

**COURSE CORRECTION**

<b>COURSE ID</b>	<b>COURSE TITLE</b>
<b>COMMST 100H</b>	ELEMENTS OF PUBLIC SPEAKING - HONORS

**Prerequisite:** None  
**Departmental Advisory:** Eligibility for college level English based on the SBVC Guided-Self Placement process.  
**Rationale:** Removing ENGL 101/101H prerequisite and adding updated departmental advisory.  
**Previous Board Approval:** June 8, 2023  
**Effective:** Fall 2024

**COURSE CORRECTION**

<b>COURSE ID</b>	<b>COURSE TITLE</b>
<b>COMMST 111</b>	INTERPERSONAL COMMUNICATION

**Prerequisite:** None  
**Departmental Advisory:** Eligibility for college level English based on the SBVC Guided-Self Placement process.  
**Rationale:** Removing ENGL 101/101H prerequisite and adding updated departmental advisory.  
**Previous Board Approval:** June 8, 2023  
**Effective:** Fall 2024

<b>COURSE CORRECTION</b>
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COURSE ID	COURSE TITLE
COMMST 111H	INTERPERSONAL COMMUNICATION - HONORS

**Prerequisite:** None  
**Departmental Advisory:** Eligibility for college level English based on the SBVC Guided-Self Placement process.  
**Rationale:** Removing ENGL 101/101H prerequisite and adding updated departmental advisory.  
**Previous Board Approval:** June 8, 2023  
**Effective:** Fall 2024

<b>COURSE CORRECTION</b>
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COURSE ID	COURSE TITLE
COMMST 140	SMALL GROUP COMMUNICATION

**Prerequisite:** None  
**Departmental Advisory:** Eligibility for college level English based on the SBVC Guided-Self Placement process.  
**Rationale:** Removing ENGL 101/101H prerequisite and adding updated departmental advisory.  
**Previous Board Approval:** June 8, 2023  
**Effective:** Fall 2024

<b>COURSE CORRECTION</b>
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COURSE ID	COURSE TITLE
COMMST 174	INTERCULTURAL COMMUNICATION

**Prerequisite:** None  
**Departmental Advisory:** Eligibility for college level English based on the SBVC Guided-Self Placement process.  
**Rationale:** Removing ENGL 101/101H prerequisite and adding updated departmental advisory.  
**Previous Board Approval:** June 8, 2023  
**Effective:** Fall 2024

<b>CERTIFICATE MODIFICATION</b>
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**CSU GE-Breadth Certificate of Achievement**

**Rationale:** Annual course updates for 2023/2024.  
**Effective:** Fall 2023

## CERTIFICATE MODIFICATION

### IGETC Certificate of Achievement

**Rationale:** Annual course updates for 2023/2024.

**Effective:** Fall 2023

## CERTIFICATE CORRECTION

### **Human Services - Certificate of Achievement**

This certificate is designed to prepare students for entry-level employment in human services with a knowledge of intervention methodologies at the individual, group, and community levels.

#### **REQUIRED COURSES:**

HUMSV 167	Crisis Intervention	3.0
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

#### **One course from the following:**

SOC 110	Social Problems	3.0
SOC 110H	Social Problems – Honors	3.0
SOC 141	Race and Ethnic Relations	3.0
SOC 141H	Race and Ethnic Relations – Honors	3.0
ETHS 141	Race and Ethnic Relations	3.0
ETHS 141H	Race and Ethnic Relations – Honors	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 147	Career Specialist	3.0

#### **REQUIRED FIELD WORK COURSES:**

A minimum of four Human Services courses are required from: HUMSV 167, 170, 172, 173, and 179. Courses must be completed with a grade of C or better prior to fieldwork courses.

**THE FOLLOWING TWO COURSES ARE TO BE TAKEN CONCURRENTLY: (3 units)**

HUMSV 195A	Social Work and Human Services Seminar I	1.0
HUMSV 198C	Social Work and Human Services Fieldwork I	2.0

**THE FOLLOWING TWO COURSES ARE TO BE TAKEN CONCURRENTLY:**

HUMSV 195B	Human Services: Intern Seminar II	1.0
HUMSV 198D	Human Services Fieldwork II	2.5

#### **One course from the following:**

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

**Total: 33.5**

***This is a Gainful Employment Program***

**Rationale:** Adding SOC 110H to certificate.  
**Previous Board Approval:** February 9, 2023  
**Effective:** Fall 2023

## **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:** August 10, 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.

### **SBCCD GOALS**

1. Eliminate Barriers to Student Access and Success
2. Be a Diverse, Equitable, Inclusive, and Anti-Racist Institution

### **FINANCIAL IMPLICATIONS**

None



<b>INFORMATIONAL ONLY</b>
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## Bachelor of Science in Respiratory Care

### CATALOG DESCRIPTION

Changes in health care require new skill sets and advanced knowledge in the field of respiratory care to meet requirements within the hospital setting and provide specific duties that exceed that of conventional respiratory care practitioners. This advanced knowledge is obtained through advanced degrees within the field of respiratory care. Our Advisory Board members have identified several such areas that require such advanced degrees. These areas include, but are not limited to:

- Operation of blood gas laboratories and maintenance of quality control in the blood gas lab per Clinical Laboratory Improvement Amendments (CLIA) standards.
- Competency evaluation for employees throughout the department to maintain clinical standards of care.
- Advanced Clinical Practitioners who perform duties beyond that which a typical respiratory care practitioner is prepared.
- Subject matter experts responsible for developing protocols within the department and throughout the hospital environment.
- Subject matter experts working in the medical device industry.
- Educator and leadership positions within the health care setting.

To complete the BS in Respiratory Care Program at Crafton Hills College a minimum of 40 semester credits or equivalent or total upper division coursework including the major (Core Program Major Courses is 31 units) and general education (Upper-Level Major General Education is 9 units) is required. The minimum total of semester credits required is 120. Completion of up to 120-156 semester units including upper and lower division general education coursework in alignment with the California State University General Education (CSU-GE) Breadth requirements. All courses designated as an upper division major requirement must be completed with a minimum grade of "C" (or "P") for each course in the major.

EFFECTIVE:	Spring 2024
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## **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:** August 10, 2023

**SUBJECT:** Consideration of Approval to Appoint Temporary Academic Employees

### **RECOMMENDATION**

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

### **OVERVIEW**

The employees on the attached list are submitted for approval.

### **ANALYSIS**

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

### **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 appointments is included in the appropriate 2023-2024 budgets.





## Appointment of Temporary Academic Employees

Submitted for Board Approval August 10, 2023

[v.8.2.2023.p.1|1]

Employee Name Location Assignment & Department	From	To	Range & Step	Fund	Live Scan Clearance
<b>Fuller, Dwane</b> Assistant, Professor (Machine) SBVC Applied Technology	08/08/23	12/15/23	D1	General	06/21/22
<b>Gamache, Diane</b> Assistant, Professor (ASL) SBVC Arts & Humanities <i>Amendment: Correction to end date submitted at previous board meeting.</i>	08/08/23	06/30/24	D1	General	05/23/18
<b>Lyons, Kevin</b> Assistant, Professor (FTVM/IMA) SBVC Film, Television & Media	08/08/23	06/30/24	D1	Categorical	08/06/15



## **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:** August 10, 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 August 10, 2023

[v.7.20.2023.p.2]5

### 2023 – 2024 Academic Year

Employee Name	Location Assignment	Course Subject	Discipline per Minimum Qualifications
Ajioka, Mayumi	CHC	Japanese	Foreign Languages
Alderson, Kristin	CHC	Marketing	Marketing
Alvarado, Toshio	CHC	Microbiology	Biological Sciences
An, Seiko	CHC	Japanese	Foreign Languages
Atkinson, Anne	CHC	Health	Health
Bader, Kelley	CHC	English	English
Baldwin, Melissa	CHC	Chemistry	Chemistry
Barger, Heather	CHC	Business Administration	Business Administration
Barker, Jason	CHC	Religion	Religion
Bauer, Jeremiah	CHC	History	History
Beard, Joseph	CHC	Geography	Geography
Blackmon, Richard	CHC	Chemistry	Chemistry
Blanco, Glenn Dave	CHC	Anatomy	Biological Sciences
Bridges, Andrew	CHC	Religion	Religious studies
Bringhurst, Jennifer	CHC	Radiologic Technology	Radiologic Technology
Bungard, Patrick	CHC	Communication Studies	Communication Studies
Burnett, Jennifer	CHC	American Sign Language	American Sign Language
Callahan, Kenyon	CHC	Political Science	Political Science
Carlisle, Christina	CHC	English	English
Castillo, Bryan	CHC	Geography	Geography
Castro, Janet	CHC	Communication Studies	Communication Studies
Clerc, Antoine	CHC	Political Science	Political Science
Cline, Melissa	CHC	Dance	Dance
Cline, Melissa	CHC	Health	Health
Cline, Melissa	CHC	Kinesiology	Kinesiology
Costello, Gerarda	CHC	History	History
Cranon-Charles, Angela	CHC	Political Science	Political Science
Crow, Robert	CHC	Business Administration	Business Administration
Cruz, Jason	CHC	Business Administration	Business Administration
Cryder, Michael	CHC	Biology	Biological Sciences
Debaun, Shawnyse	CHC	Kinesiology	Kinesiology
Delmonico, Shana	CHC	Counseling	Counseling
Derosier, Wendy	CHC	Kinesiology	Kinesiology



# Adjunct and Substitute Academic Employees

## Presented for Information August 10, 2023

[v.7.20.2023.p.3]5]

### 2023 – 2024 Academic Year

Employee Name	Location Assignment	Course Subject	Discipline per Minimum Qualifications
Dewalden, Steven	CHC	Communication Studies	Communication Studies
Drake-Green, Penny	CHC	Communication Studies	Communication Studies
Eads, Courtney	CHC	Kinesiology	Kinesiology
Edberg, Heather	CHC	English	English
Estrada, Joshua	CHC	Kinesiology	Kinesiology
Faltesek, Benjamin	CHC	philosophy	philosophy
Fletcher, Bryan	CHC	Business Administration	Business Administration
Ford, Patricia	CHC	Health	Health
Franko, Karla	CHC	Religion	Religious Studies
Gilmore, Heather	CHC	Communication Studies	Communication Studies
Goliff, Wendy	CHC	Chemistry	Chemistry
Gerhartz, David	CHC	Sociology	Sociology
Gosink, Khoosheh	CHC	Biology	Biology
Graff, Richard	CHC	Business Administration	Business Administration
Green, Jennifer	CHC	Business Administration	Business Administration
Hayes, Chauncey	CHC	Kinesiology	Kinesiology
Herron, Jordan	CHC	Kinesiology	Kinesiology
Hilario, Michelle	CHC	Kinesiology	Kinesiology
Hiten, Vanesse	CHC	History	History
Ho, Oscar	CHC	Computer Information Systems	Computer Information Systems
Izhar, Jehan	CHC	Kinesiology	Kinesiology
Jacob, Gabriel	CHC	Phys Ed	Kinesiology
Jenkins, Mitchell	CHC	Enviornmental Science	Enviornmental Science
Johansen, Jacquelyn	CHC	Biology	Biology
Jones, Michele	CHC	Biology	Biology
Johnson, Elizabeth	CHC	Kinesiology	Kinesiology
Jraisat, Issa	CHC	Sociology	Sociology
Keys, Scott	CHC	History	History
Kunkel, Cory	CHC	Biology	Biology
Kusko, Vaughan	CHC	Counseling	Counseling
Love, Jamie	CHC	philosophy	philosophy
Minter, Kristin	CHC	Kinesiology	Kinesiology
Martin, Bradford	CHC	Biology	biology



# Adjunct and Substitute Academic Employees

## Presented for Information August 10, 2023

[v.7.20.2023.p.4|5]

### 2023 – 2024 Academic Year

Employee Name	Location Assignment	Course Subject	Discipline per Minimum Qualifications
Martinez, Lissette	CHC	Sociology	Sociology
Masner, Patricia	CHC	Kinesiology	Kinesiology
Medina, Ernesto	CHC	Kinesiology	Kinesiology
Mello, Brandice	CHC	History	History
Menezing, Todd	CHC	History	History
Moore, Melissa	CHC	Kinesiology	Kinesiology
Moreno, Melissa	CHC	Communication Studies	Communication Studies
Morgan, Douglas	CHC	Sociology	Sociology
Namekata, James	CHC	Kinesiology	Kinesiology
Neumann, Brent	CHC	physics	physics
Nguyen, Anh	CHC	physics	physics
Ocegueda, Hector	CHC	spanish	Spanish
Ortiz, Viviana	CHC	American Sign Language	American Sign Language
Pacheco, Gabriel	CHC	Anatomy	Anatomy
Pasala, Sumana	CHC	Biology	Biology
Poffek, Christine	CHC	Kinesiology	Kinesiology
Pritchard, Bekki	CHC	Sociology	Sociology
Roberts, Charles	CHC	Oceanography	Oceanography
Rodriguez, Ashley	CHC	English	English
Romero, Jose	CHC	Accounting	Accounting
Rose, Kendra	CHC	American Sign Language	American Sign Language
Saed, Natalie	CHC	Chemistry	Chemistry
Saadeh, Miriam	CHC	Business Administration	Business Administration
Salvi, Lisa	CHC	Anthropology	Anthropology
Samuel, Catherine	CHC	Chemistry	Chemistry
Sanchez, David	CHC	Spanish	Spanish
Sanderman, Linda	CHC	Biology	Biology
Simmers, Jennifer	CHC	Sociology	Sociology
Stamper, Sarai	CHC	Kinesiology	Kinesiology
Swanson, Justin	CHC	Kinesiology	Kinesiology
Ta, Canh	CHC	Anatomy	Anatomy
Tambunan, Makalerina	CHC	Accounting	Accounting
Tizol Vivas, Valeria	CHC	Art	Art



# Adjunct and Substitute Academic Employees

## Presented for Information August 10, 2023

[v.7.20.2023.p.5]5]

### 2023 – 2024 Academic Year

Employee Name	Location Assignment	Course Subject	Discipline per Minimum Qualifications
Tohami, Ali	CHC	Anatomy	Anatomy
Turner, Austen	CHC	Anatomy	Anatomy
Urbanovich, Rose	CHC	Philosophy	Philosophy
Urbanovich, Rene	CHC	Humanities	Humanities
Walter, Michael	CHC	Computer Information Systems	Computer Information Systems
Wassing, Amy	CHC	Communication Studies	Communication Studies
Weiler, Lindsay	CHC	History	History
Weston, Aubrey	CHC	Accounting	Accounting
Arvilla-Bohmer, Edwardo	SBVC	Communications	Communications
Ellis, Pamela	SBVC	Writing	English
Garcia, Karina	SBVC	Writing	English
LeDuc, Maria	SBVC	Student Development	Counseling
Lee, Ho Jin	SBVC	Economics	Economics
Lopez, Maria	SBVC	Student Development	Counseling
Price, Cody	SBVC	Biology	Biological Science
Ramirez, Juan	SBVC	Economics	Economics
Richter, Steve	SBVC	Nursing	Nursing
Shultz, Benjamin	SBVC	History	History
Street, Karah	SBVC	Biology	Biological Science
Williams, Theresa	SBVC	Reading	Reading

## **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:** August 10, 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 and 2023-2024 budgets.





## Appointment of District Employees

### Submitted for Board Approval August 10, 2023

[v.7.31.2023.p.1|2]

Employee Name, Title Location Assignment & Department	Start Date	Salary Schedule, Range & Step	New or Replacing	Fund	Live Scan Clearance
<b>Acevedo, Ossiris</b> Financial Aid Specialist SBVC Financial Aid	08/14/23	Classified 40A	Gabriela Garcia	General	TBD <sup>†</sup>
<b>Frierson, Malcom</b> Assistant Professor, History SBVC History <i>Ratification: Academic employee start date is prior to Board approval due to the faculty being required to attend flex and in-service days.</i>	08/08/23	Academic TBD*	Colleen Calderon	General	TBD <sup>†</sup>
<b>Gradillas, Alexis</b> Administrative Assistant I DSO EDCT	08/14/23	Classified 33A	New	H RTP	TBD <sup>†</sup>
<b>Hamilton, Amber</b> Administrative Assistant II- STEM MESA SBVC Science	08/14/23	Classified 37A	New	General & Categorical	TBD <sup>†</sup>
<b>Mora, George</b> Student Services Technician I CHC EOPS	08/14/23	Classified 30A	Melissa Bless	EOPS/CARE/ CalWorks	TBD <sup>†</sup>

<sup>†</sup>Live Scan clearance pending; employee will not start without clearance.

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



## Appointment of District Employees

### Submitted for Board Approval August 10, 2023

[v.7.31.2023.p.2|2]

Employee Name, Title Location Assignment & Department	Start Date	Salary Schedule, Range & Step	New or Replacing	Fund	Live Scan Clearance
<b>Ontiveros, Doris</b> Assistant Professor, Pharm Tech SBVC Science <i>Ratification: Academic employee start date is prior to Board approval due to the faculty being required to attend flex and in-service days.</i>	08/08/23	Academic TBD*	Robyn Seraj	General	TBD <sup>†</sup>
<b>Piernas, Leilani</b> Financial Aid Specialist SBVC Financial Aid	08/14/23	Classified 40A	Rocio Delgado	Financial Aid Categorical	TBD <sup>†</sup>
<b>Van Luven, Nicholas</b> Laboratory Assistant II-Multimedia SBVC Arts & Humanities	08/14/23	Classified 42A	New	Categorical	TBD <sup>†</sup>
<b>Yarbrough, Briana</b> Administrative Assistant II- STAR SBVC Student Services	08/14/23	Classified 33A	Aida Gil	Categorical	TBD <sup>†</sup>

<sup>†</sup>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:** August 10, 2023

**SUBJECT:** Consideration of Approval to Appoint Interim Managers

### **RECOMMENDATION**

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

### **OVERVIEW**

The employee on the attached list is 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 budgets.





## Appointment of Interim Managers

Submitted for Board Approval August 10, 2023

[v.7.27.2023.p.1|1]

Employee Name Location Assignment	Effective Dates	Range & Step	New or Replacing	Fund	Live Scan Clearance
<b>Chiem, Vinh The</b> Interim Director, Secondary Educational Partnerships SBVC Instruction	08/14/23 to 12/30/23	18A	NEW	General Fund	08/14/19
<b>Tasaka, Bethany</b> Interim Division Dean SBVC Social, Mathematics, Business, & Computer Technology <i>Ratification: There is an immediate need in the department for this position to be filled.</i>	07/31/23 to 06/30/24	23A	Stephanie Lewis	General Fund	08/08/12

†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:** August 10, 2023

**SUBJECT:** Consideration of Approval of Classification Advancement for Academic Employees

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the advancement of classification for academic employees as indicated on the attached list.

### **OVERVIEW**

The advancement of classification for academic employees on the attached list is submitted for approval.

### **ANALYSIS**

The academic employees listed on the attached have completed the number of units necessary for classification advancement per the agreement between SBCCD and SBCCDTA (San Bernardino Community College District Teachers Association).

### **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 2023-2024 budgets.





# Classification Advancement for Academic Employees

Submitted for Board Approval on August 10, 2023

[v.7.20.2023.p.2|2]

Employee Name Location Assignment Department	From Column	To Column	Days of Service	Effective Date
<b>Weber, Abena</b> STEM Counselor/ALEKS Coordinator SBVC STEM-MESA	H	I	198	07/01/23

## **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, Human Resources & Police Services

**DATE:** August 10, 2022

**SUBJECT:** Consideration of Approval of Management Tuition Reimbursement

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve tuition reimbursements for the following management employees:

- Briana Flores to pursue a Master of Public Administration degree from California State University, San Bernardino
- Jorge Andrade Cortes to pursue a Master of Business Administration degree from the University of Redlands

### **OVERVIEW**

Briana Flores is the Assistant Manager, Workforce Development in the EDCT Department at DSO, and plans to start this program in the Fall 2023 term.

Jorge Andrade Cortes is the Associate Director, Fiscal Services in the FAM Department at DSO, and plans to start this program in the Summer 2023 term.

### **ANALYSIS**

This request is in compliance with Administrative Procedure 7260 which allows that Classified Supervisors shall be eligible for tuition cost reimbursement from an accredited institution and that all courses for which a manager is seeking reimbursement be approved by the Board of Trustees.

### **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 this reimbursement will be covered by the appropriate 2023-2024 General Fund budget.



## **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:** August 10, 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 and 2023-2024 budgets.





## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval August 10, 2023

[v.7.25.2023.p.1|7]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Abad, Jeremy</b> Honors Program General Fund	CHC	06/11/23	07/10/23	\$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 Summer.</i>
<b>Beard, Joseph</b> Office of Instruction General Funds	CHC	06/01/23	06/30/23	\$52.00	16	\$832.00	Curriculum <i>Ratification: Hours were missed or increased for Summer.</i>
<b>Callahan, Kenyon</b> Honors Program General Fund	CHC	06/11/23	07/10/23	\$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 Summer.</i>
<b>Cannon, Judy</b> Honors Program General Funds	CHC	07/01/23	06/30/24	\$52.00	920	\$47,840.00	Honor's Coordinator <i>Ratification: Hours were missed or increased for Summer.</i>
<b>Delmonico, Shana</b> Office of Instruction General Funds	CHC	06/01/23	06/30/23	\$63.00	7.5	\$472.50	Dual Enrollment-Counseling <i>Ratification: Not able to meet deadline for prior Board submission.</i>
<b>Dudash, Leigh</b> Office of Instruction General Funds	CHC	06/01/23	06/30/23	\$52.00	5	\$260.00	Curriculum <i>Ratification: Hours were missed or increased for Summer.</i>



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval August 10, 2023

[v.7.25.2023.p.2]7]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Gerhartz, David</b> Honors Program General Fund	CHC	06/11/23	07/10/23	\$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 Summer.</i>
<b>Gilmore, Heather</b> Honors Program General Fund	CHC	06/11/23	07/10/23	\$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 Summer.</i>
<b>Hamlett, Cynthia</b> Instruction General Fund	CHC	08/14/23	12/15/23	\$52.00	423	\$21,996.00	Faculty Lead, Distance Education
<b>Hiten, Vanesse</b> Honors Program General Fund	CHC	06/11/23	07/10/23	\$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 Summer.</i>
<b>Jalloh, Ahmed</b> Library General Fund	CHC	08/14/23	12/15/23	\$57.00	342	\$19,494.00	Adjunct Librarian
<b>Jimenez, Sabrina</b> Honors Program General Fund	CHC	06/11/23	07/10/23	\$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 Summer.</i>





## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval August 10, 2023

[v.7.25.2023.p.3|7]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Kusko, Vaughan</b> Office of Instruction General Funds	CHC	06/01/23	06/30/23	\$63.00	2	\$126.00	Dual Enrollment-Counseling <i>Ratification: Not able to meet deadline for prior Board submission.</i>
<b>Martinez, Lizette</b> Honors Program General Fund	CHC	06/11/23	07/10/23	\$52.00	10	\$520.00	Faculty member will work with Honors students to customize their projects and deepen knowledge of course subject matter.
<b>McCool, Karol</b> Library General Fund	CHC	08/14/23	12/15/23	\$63.00	342	\$21,546.00	Adjunct Librarian
<b>McKee, Julie</b> Honors Program General Fund	CHC	06/11/23	07/10/23	\$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 Summer.</i>
<b>Montejano, Jordan</b> Tutoring General Fund	CHC	08/07/23	12/15/23	\$52.00	342	\$17,784.00	Assistance & Support to Tutors & SI Leaders Tutoring Center <i>Ratification: Need to extend contract start dates to cover for tutor training.</i>
<b>Montes, Ashley</b> Library General Fund	CHC	08/14/23	12/15/23	\$57.00	342	\$19,494.00	Adjunct Librarian
<b>Pennington, Anne</b> Library General Fund	CHC	08/14/23	12/15/23	\$63.00	342	\$21,546.00	Adjunct Librarian
<b>Peyton, Allison</b> Library General Fund	CHC	08/14/23	12/15/23	\$57.00	342	\$19,494.00	Adjunct Librarian



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval August 10, 2023

[v.7.25.2023.p.4|7]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Pritchard, Bekki Jo</b> Honors Program General Fund	CHC	06/11/23	07/10/23	\$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 Summer.</i>
<b>Salvi, Lisa</b> Honors Program General Fund	CHC	06/11/23	07/10/23	\$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 Summer.</i>
<b>Saed, Natalie</b> Office of Instruction General Funds	CHC	05/24/23	08/15/23	\$52.00	4	\$208.00	Chemistry instructor <i>Ratification: Hours were missed or increased for Summer.</i>
<b>Gomez, Ed</b> Office of Instruction General Fund	SBVC	08/14/23	12/15/23	\$52.00	136	\$7,072.00	Department Chair duties.
<b>Gonzalez, Stephany</b> Basic Skills Categorical Fund	SBVC	08/01/23	12/31/23	\$57.00	275	\$15,675.00	Adjunct Counselor Middle College
<b>Graham, Danielle</b> Office of Instruction General Fund	SBVC	08/14/23	06/30/24	\$52.00	90	\$4,680.00	Co-Faculty Lead for Program Review
<b>Hoang, Dung</b> Tutoring Center General Fund	SBVC	08/14/23	12/15/23	\$52.00	396	\$20,592.00	Tutoring Center Adjunct
<b>Huston, Celia</b> Office of Instruction General Fund	SBVC	08/01/23	12/31/23	\$52.00	50	\$2,600.00	Faculty Chair Projects
<b>Kasouha, Samar</b> Tutoring Center General Fund	SBVC	08/14/23	12/15/23	\$52.00	396	\$20,592.00	Tutoring Center Adjunct
<b>Knight, Denise</b> CDTC-ECE Grant Fund	SBVC	08/14/23	06/30/24	\$52.00	112.76	\$5,863.52	CDTC-ECE Educational Support Grant



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval August 10, 2023

[v.7.25.2023.p.5]7]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Jaramillo, Danny</b> SSSP Categorical Fund	SBVC	06/27/23	06/30/23	\$57.00	20	\$1,140.00	Adjunct Counseling <i>Ratification: Details were not finalized prior to board date.</i>
<b>Jaramillo, Danny</b> SSSP Categorical Fund	SBVC	07/01/23	08/11/23	\$57.00	133	\$7,581.00	Adjunct Counseling <i>Ratification: Details were not finalized prior to board date.</i>
<b>Jaramillo, Danny</b> SSSP Categorical Fund	SBVC	08/14/23	12/21/23	\$57.00	420	\$23,940.00	Adjunct Counseling
<b>LeDuc, Maria</b> EOPS Categorical Fund	SBVC	07/03/23	08/11/23	\$57.00	110	\$6,270.00	Adjunct Counseling <i>Ratification: Details were not finalized prior to board date.</i>
<b>LeDuc, Maria</b> EOPS Categorical Fund	SBVC	08/14/23	12/23/23	\$57.00	410	\$23,370.00	Adjunct Counseling
<b>Lopez, Maria</b> Instructional General Fund	SBVC	08/14/23	12/15/23	\$52.00	126	\$6,552.00	Non-Credit Faculty Lead
<b>Maestre, Joanne</b> Tutoring Center General Fund	SBVC	08/14/23	12/15/23	\$52.00	396	\$20,592.00	Tutoring Center Adjunct
<b>Matavao, Ulavale</b> SSSP Categorical Fund	SBVC	06/27/23	06/30/23	\$57.00	20	\$1,140.00	Adjunct Counseling <i>Ratification: Details were not finalized prior to board date.</i>
<b>Matavao, Ulavale</b> SSSP Categorical Fund	SBVC	07/01/23	08/11/23	\$57.00	133	\$7,581.00	Adjunct Counseling <i>Ratification: Details were not finalized prior to board date.</i>
<b>Matavao, Ulavale</b> SSSP Categorical Fund	SBVC	08/14/23	12/21/23	\$57.00	420	\$23,940.00	Adjunct Counseling
<b>Navarrete, Belinda</b> SSSP Categorical Fund	SBVC	08/01/23	08/11/23	\$57.00	40	\$2,280.00	Adjunct Counseling <i>Ratification: Details were not finalized prior to board date.</i>



## Non-Instructional Pay for Academic Employees

### Submitted for Board Approval August 10, 2023

[v.7.25.2023.p.6|7]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Navarrete, Belinda</b> SSSP Categorical Fund	SBVC	08/14/23	12/21/23	\$57.00	420	\$23,940.00	Adjunct Counseling
<b>Nolasco, Jesus</b> Tutoring Center General Fund	SBVC	08/14/23	12/15/23	\$52.00	396	\$20,592.00	Tutoring Center Adjunct
<b>Notarangelo, Maria</b> Office of Instruction General Fund	SBVC	08/01/23	12/31/23	\$52.00	50	\$2,600.00	Faculty Chair Projects
<b>Orozco, Debbie</b> Basic Skills Categorical Funds	SBVC	12/13/22	06/30/23	\$52.00	178	\$9,256.00	Basic Skills Project <i>Amendment. Board approved March 9, 2023. This item is being amended to reflect the increase of hours from 144 to 178 hours.</i>
<b>Roza, Amanda</b> Strong Workforce Grant Fund	SBVC	10/11/22	12/31/22	\$52.00	422	\$21,944.00	Nursing Department Clinical Placement Coordinator <i>Amendment: Board item approved 12/9/22 was submitted with insufficient hours (422) for the fiscal year--10/11/22-6/30/23. Increase in hours needed to pay faculty.</i>
<b>Roza, Amanda</b> Strong Workforce Grant Fund	SBVC	01/01/23	05/31/23	\$52.00	422	\$21,944.00	Nursing Department Clinical Placement Coordinator <i>Amendment: Board item approved 12/9/22 was submitted with insufficient hours (422) for the fiscal year--10/11/22-6/30/23. Increase in hours needed to pay faculty.</i>



## Non-Instructional Pay for Academic Employees

Submitted for Board Approval August 10, 2023

[v.7.25.2023.p.7|7]

Employee Name Funding Source	Location Assignment	From	To	Rate	Hours	Not to Exceed Amount	Project
<b>Roza, Amanda</b> Strong Workforce Grant Fund	SBVC	06/01/23	06/30/23	\$52.00	236	\$12,272.00	Nursing Department Clinical Placement Coordinator <i>Amendment: Board item approved 12/9/22 was submitted with insufficient hours (422) for the fiscal year--10/11/22-6/30/23. Increase in hours needed to pay faculty.</i>
<b>Wang, Wei-Chung</b> Instruction Office General Fund	SBVC	07/01/23	06/30/23	\$52.00	80	\$4,160.00	Department chair duties. These hours allow for non-traditional chair duties such as scheduling, hiring, committees, operational processes and work on projects such as AB-705 <i>Ratification: Previous chair resigned from his position late June. Finding a new chair took the department longer than expected.</i>
<b>Zuick, Nhan</b> Tutoring Center General Fund	SBVC	08/14/23	12/15/23	\$52.00	396	\$20,592.00	Tutoring Center Adjunct

## **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:** August 10, 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 2022-2023 and 2023-2024 budgets.





## Payment of Stipends

Submitted for Board Approval August 10, 2023

[v.7.20.2023.p.2|4]

### Faculty Chair – 07/01/23 – 06/30/24

Employee Name	Location Assignment	Department	Stipend
Wang, Wei-Chung	SBVC	Economics	\$5,000.00

*Ratification: The last chair resigned and it took the department a while to find new chair.*

### Faculty Coordinator – 2023-2024

Employee Name	Location Assignment	Department	Stipend
Sandy, Hannah	CHC	Health & Wellness	\$4,400.00 total for 11 months

### Faculty Coordinator – Fall 2023

Employee Name	Location Assignment	Department	Stipend
Bringhurst, Jennifer	CHC	Radiology	\$2,000.00

### Faculty Coordinator – Spring 2024

Employee Name	Location Assignment	Department	Stipend
Bringhurst, Jennifer	CHC	Radiology	\$2,000.00

### Head Coaches – Fall 2023

Employee Name	Location Assignment	Department	Stipend
Eads, Courtney	CHC	Swimming	\$7,000.00
Estrada, Joshua	CHC	Cross Country	\$7,000.00
Herron, Jordan	CHC	Swimming	\$7,000.00
Love, Jamie	CHC	Men's Water Polo	\$7,000.00



## Payment of Stipends

Submitted for Board Approval August 10, 2023

[v.7.20.2023.p.3|4]

### Head Coaches – 08/14/23 – 12/31/23

Employee Name	Location Assignment	Department	Stipend
Uiagalelei, Iona	SBVC	Football	\$7,000.00

*Amendment: Iona Uiagalelei was submitted to Board on July 13, 2023 as Assistant Football coach and is being amended to Head Football Coach.*

### Assistant Coaches – Fall 2023

Employee Name	Location Assignment	Department	Stipend
Alari, Kailyn	CHC	Womens Water Polo	\$5,000.00
Driscoll, Michael	CHC	Mens Water Polo	\$2,500.00
Herron, Jordan	CHC	Swimming	\$5,000.00
Jimenez, Gabriela	CHC	Cross Country	\$5,000.00
Sparks, Austin	CHC	Mens Water Polo	\$2,500.00

### Assistant Coaches – 08/14/23 – 12/31/23

Employee Name	Location Assignment	Department	Stipend
Algattas, Daniel	SBVC	Football	\$7,000.00

*Amendment: Daniel Algattas was submitted to Board on July 13, 2023 as Head Football coach and is being amended to Assistant Football Coach.*

### Other – 01/17/2023 – 05/23/23

Employee Name	Location Assignment	Department	Stipend
Batalo, Manuela	SBVC	ART	\$1,600.00
Cuny, Lucas	SBVC	FTVM	\$1,600.00

*Ratification: Pathways to Success Grant recently approved.*

### Other – 07/01/23 – 12/22/23

Employee Name	Location Assignment	Department	Stipend
Bennett, Devin	SBVC	Softball	\$600.00

*Ratification: A \$600.00 playoff stipend is allotted for the 05/02/2023 playoff game.*



## **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:** August 10, 2023

**SUBJECT:** Consideration of Approval of Reclassification of Employees

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the reclassification for the employees as indicated on the attached.

### **OVERVIEW**

In accordance with Article 16: Personnel of the CSEA Collective Bargaining Agreement, either CSEA or SBCCD may propose a reclassification for any position at any time during the life of the Collective Bargaining Agreement, including a reclassification request may be initiated by the unit member or their immediate supervisor.

### **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 August 10, 2023

[v.7.24.2023.p.1|1]

Employee Name Location Assignment & Department	From	To	Effective Date
<b>Crocfer, Michelle</b> SBVC DSP&S	Senior Student Services Technician Classified Schedule Range 38, Step F	Student Services Coordinator Classified Schedule Range 46, Step C	03/29/23
<b>Rose Powers, Yvonne</b> DSO KVCR	Development Assistant Classified Schedule Range 36, Step F	Development Coordinator Classified Schedule Range 45, Step C	03/16/20

## **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:** August 10, 2023

**SUBJECT:** Consideration of Approval of the Reorganization of Employees

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the reorganization of employees as indicated on the attached.

### **OVERVIEW**

In accordance with Article 16: Personnel of the CSEA Collective Bargaining Agreement, SBCCD may propose a reorganization of classified position(s) at the colleges or District sites.

### **ANALYSIS**

The reclassification due to reorganization 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 cost from the reclassification due to reorganization is included in the appropriate 2023-2024 budgets.





## Employee Reorganization

Submitted for Board Approval August 10, 2023

[v.7.24.2023.p.1|1]

Employee Name	From	To	Effective Date
<b>Heilgeist, Kristina</b>	CHC Admissions and Records Schedule Catalog Data Specialist Classified Schedule Range 42, Step F	SBVC Student Services Student Services Technology Coordinator Classified Schedule Range 54, Step A	09/18/23
<b>Rodriguez-Cruz, Bonnie</b>	SBVC, Career Center/Cooperative Ed Administrative Assistant I Classified Schedule Range 33, Step F	SBVC, Career Center/Cooperative Ed Administrative Assistant II Classified Schedule Range 37, Step E	06/26/23

## **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:** Kristina Hannon, Vice Chancellor, Human Resources & Police Services

**DATE:** August 10, 2023

**SUBJECT:** Consideration of Approval to Ratify the Revised Rates of Pay for Professional Expert Employees

### **RECOMMENDATION**

It is recommended that the Board of Trustees ratify the revised Professional Expert Rates of Pay schedule effective August 11, 2023, as attached.

### **OVERVIEW**

The current compensation rate for the Extended Police Academy team makes it extremely difficult to recruit highly qualified staff to serve as Police Science Facilitator/Evaluator, Police Tactical Officers/Recruit Training Officers (RTO's) in the program. To continue to provide and retain quality staff with a high level of expertise, the District believes it is necessary to increase the rate of pay for these positions.

### **ANALYSIS**

The positions affected are:

- Police Science Facilitator/Evaluator
- Police Tactical Officer/RTO

### **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 of this board item will be included in the appropriate budgets.





## Rates of Pay for Professional Expert Employees

Pending Board Approval: ~~February 9, 2023~~ August 10, 2023

Effective ~~February 10, 2023~~ August 11, 2023

PROFESSIONAL EXPERT ASSIGNMENT	HOURLY RATE
3D Animator	\$25.00 to \$40.00
Adult Education Planning Grant Coordinator	\$40.00
Apprenticeship Program Organizer	\$55.00 to \$75.00
Assistant Instructor	\$20.00
Bilingual Translator/Interviewer	\$20.00
Business and Resources Development Consultant	\$60.00
Caltrans Trainee	\$15.50 to \$16.50
Caltrans Program Work Crew Driver	\$22.00 to \$25.00
Camera & Lighting Technician	\$15.50 to \$20.00
Closed Caption Editor I	\$15.50
Closed Caption Editor II	\$16.00 to \$20.00
Closed Caption Editor III	\$21.00 to \$30.00
Content Specialist (FNX and Marketing & Public Relations)	\$15.50 to \$40.00
Counseling Trainee	\$15.50
Guardian Scholars and Dreams Liaison (Categorical)	\$45.00
Editor (KVCR, FNX, Pledge Drive)	\$18.00 to \$30.00
EMT-1 Skills Laboratory Assistant	\$15.50
EMT(EMS)/Respiratory Care/Fire Tech PE/ASL Specialist	\$30.00
Fire Academy Instructor	\$45.00
Fire Agility Group Leader/Proctor	\$15.50
Fire Operations Specialist	\$55.00
Foster Parenting Education	\$45.00
FTVM Intern I / II / III	\$15.50/ \$16.00/\$17.00
Grant Program Assistant (Categorical)	\$35.00
Grant Writer I/II/III	\$30.00/\$40.00/\$55.00
Interpreting/Transliterating Level 0 (Mentoring)	\$15.50 to \$16.00
Interpreting/Transliterating Level I (0-2 yrs of exp & pass evaluation)	\$28.00 to \$30.00
Interpreting/Transliterating Level II (2-4 yrs of exp & pass evaluation)	\$32.00 to \$34.00
Interpreting/Transliterating Level III (4-5 yrs of exp & pass evaluation)	\$36.00 to \$38.00
Interpreting/Transliterating Level IV (5-6 yrs of exp or RID & pass evaluation)	\$40.00 to \$42.00
Interpreting/Transliterating Level V (RID Certified or RID written passed & pass evaluation or EIPA Level 4/5 & pass evaluation)	\$45.00
Laboratory Instructor	\$20.00
Mental Health Educator/Counselor Intern	\$55.00
Mental Health Outreach Navigator	\$60.00
Nurse Practitioner I/Physician Assistant I (1-2 years of SBCCD experience)	\$55.00
Nurse Practitioner II/ Physician Assistant II (3-5 years of SBCCD experience)	\$60.00
Nurse Practitioner III/ Physician Assistant III (6+ years of SBCCD experience)	\$65.00
Police Science Facilitator/Evaluator	<del>\$50.00</del> <u>\$53.00</u>
Police Tactical Officer/RTO	<del>\$35.00</del> <u>\$45.00</u>
Policy Analyst	\$60.00



## Rates of Pay for Professional Expert Employees

Pending Board Approval: ~~February 9, 2023~~ August 10, 2023

Effective ~~February 10, 2023~~ August 11, 2023

PROFESSIONAL EXPERT ASSIGNMENT	HOURLY RATE
Post Masters Counseling Associate I / II / III	\$25.00/\$30.00/\$35.00
Primary Instructor	\$25.00
Program Assistant	\$20.00 to \$49.00
Project Liaison	\$70.00 to \$75.00
Radiologic Technology Specialist	\$30.00
Respiratory Care Clinical	\$57.13
Social Media Specialist (FNX & Marketing & Public Relations)	\$21.00 to \$25.00
Special Events Planner	\$25.00 to \$35.00
Staff Writer/Photographer	\$16.00 to \$20.00
State Fire Training Instructor	\$55.00
Transitional Work Crew Trainee	\$15.50
Transitional Work Crew Trainer	\$22.00 to \$25.00
Training Specialist	\$19.00
Tutor I / II / III	\$16.00/\$17.00/\$19.00
TV Closed Captioning	\$15.50 to \$16.00
Workforce Development/PDC Trainer	\$15.50 to \$100.00 or up to 85% of enrollment, or up to 60% of net

PROFESSIONAL EXPERT ASSIGNMENT	SEMESTER RATE
Medical Director (EMT)	\$3,500.00
Medical Director (Respiratory Care)	\$3,000.00
Region 9 Mentee	\$625.00

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

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

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

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

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

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

**DATE:** August 10, 2023

**SUBJECT:** Consideration of Approval to Adopt Resolution #2023-08-10-FS-01  
Approving Transfers to the Reserve for Contingencies from Various  
Expenditure Classifications

### **RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution #2023-08-10-FS-01 approving the transfer of funds to the reserve for contingencies from various expenditure classifications as indicated in the attached resolution.

### **OVERVIEW**

The 2022-23 Final Budget adopted by the Board of Trustees on September 8, 2022, represented SBCCD's best estimates for income and expenditures for the fiscal year. However, as the year progresses, additional income is sometimes received and must be distributed to appropriate accounts, expenditures change from projected levels, and increased costs may need to be covered. As provided in Title 5, §58307, and in accordance with SBCCD Administrative Procedure 6250, the Board of Trustees shall approve the transfer of funds, upon recommendation of the Chancellor, to or from the reserve for contingencies to or from any expenditure classification. Transfers of funds shall be done via the adoption of a resolution by a two-thirds majority vote.

### **ANALYSIS**

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

### **SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

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





**RESOLUTION #2023-08-10-FS-01 OF THE BOARD OF TRUSTEES OF THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
TO APPROVE TRANSFERS FROM RESERVE FOR CONTINGENCIES TO  
VARIOUS EXPENDITURE CLASSIFICATIONS**

[v.7.24.2023.p.1]2]

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

WHEREAS, on the 8<sup>th</sup> day of September 2022, the San Bernardino Community College District (the District) adopted the 2022-23 Final Budget specifying the maximum amount which may be expended for each classification of expenditure; and

WHEREAS, Title 5, §58307 of the California Code of Regulations and District Administrative Procedure 6250 allows the Board of Trustees to approve transfers from the reserve for contingencies to any expenditure classification; and

WHEREAS, transfers of funds shall be done via the adoption of a resolution by a two-thirds majority vote; and

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

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

PASSED AND ADOPTED by the Board of Trustees on August 10, 2023, by the following majority vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

STATE OF CALIFORNIA                    )  
COUNTY OF SAN BERNARDINO        )

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

WITNESSED my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Secretary to the Board of Trustees

**RESOLUTION #2023-08-10-FS-01 OF THE BOARD OF TRUSTEES OF THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
TO APPROVE TRANSFERS FROM RESERVE FOR CONTINGENCIES TO  
VARIOUS EXPENDITURE CLASSIFICATIONS**

[v.7.24.2023.p.2]2]

EXHIBIT A

Fund 110/01		19,242,905	2022-23 Initial Fund Balance		
General Fund, Unrestricted		(943,300)	Net Change from Previously Approved Transfers		
		18,299,605	Fund Balance Before Transfer(s)		
Board Approved	Date of Transfer	Ref #	Amount to/(from) Reserve	Expenditure Classification	Justification
8/11/2023	7/10/2023	018532	(440,842)	5000 Other Expenses	To fund 2022-23 payment of 2021-22 FTES for SBVC per agreement with San Bernardino County Sheriff
			(440,842)	Total Approved at this Board Meeting	
			17,858,763	Fund Balance After Transfer(s)	

## **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, Fiscal Services

**DATE:** August 10, 2023

**SUBJECT:** Consideration of Approval to Adopt Resolution #2023-08-10-FS-02  
Establishing a Separate Bank Account for the Certificates of Participation Funds

### **RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution #2023-08-10-FS-02 Establishing a Separate Bank Account for the Certificates of Participation Funds.

### **OVERVIEW**

The California Community Colleges Budget and Accounting Manual requires that separate bank accounts be established by a resolution of the governing board.

### **ANALYSIS**

It is necessary to establish a bank account to be used as a clearing account for the Certificates of Participation funds.

### **SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

There are no financial implications associated with this board item.



**RESOLUTION #2023-08-10-FS-02 OF THE BOARD OF TRUSTEES OF THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
TO ESTABLISH A SEPARATE BANK ACCOUNT FOR THE  
ACCOUNTING OF CERTIFICATES OF PARTICIPATION FUNDS**

[v.7.24.2023.p.1|2]

ON MOTION of Trustee \_\_\_\_\_, and seconded by Trustee \_\_\_\_\_, the following resolution is hereby adopted:

WHEREAS, it is necessary to establish a separate bank account to be used for the accounting of Certificates of Participation funds; and

WHEREAS, the following persons are authorized signers, who may sign and transact on the account:

- › Diana Z. Rodriguez, Chancellor
- › Jose Torres, Executive Vice Chancellor
- › Lawrence Strong, Director, Fiscal Services
- › Steven J. Sutorus, Business Manager; and

WHEREAS, the following persons are authorized representatives, who may communicate with the Bank regarding the accounts subject to any restrictions outlined in this resolution:

- › Jorge Andrade Cortes, Associate Director of Fiscal Services
- › Lindsey Simonds, Interim Associate Director of Fiscal Services
- › Noemi Elizalde, Senior Accountant; and

NOW, THEREFORE, BE IT RESOLVED THAT the Governing Board of the San Bernardino Community College District hereby authorizes the opening of a separate bank account at Citizens Business Bank in San Bernardino, California for the Certificates of Participation funds; and

BE IT FURTHER RESOLVED THAT the Authorizations and Restrictions for this account are as follows:

- › There is only one signature required for account transactions.

PASSED AND ADOPTED by the Governing Board on August 10, 2023, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**RESOLUTION #2023-08-10-FS-02 OF THE BOARD OF TRUSTEES OF THE  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
TO ESTABLISH A SEPARATE BANK ACCOUNT FOR THE  
ACCOUNTING OF CERTIFICATES OF PARTICIPATION FUNDS**

[v.7.24.2023.p.2]2]

STATE OF CALIFORNIA                    )  
CITY OF SAN BERNARDINO                )  
COUNTY OF SAN BERNARDINO         )

I, Diana Z. Rodriguez, Secretary to the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board a regularly called and conducted meeting held on said date.

WITNESSED my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Secretary to the Governing Board

## **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:** August 10, 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 08/10/2023

1 of 1

Control Number	Vendor Name	Dept/Location	Contract Type	Total New Contract Value	Amendment
24777	<b>Black Bunny Media</b>	KVCR/KVCR	Professional Services	\$210,000.00	
	On Demand Production Services			07/01/2023 to 12/31/2023	
19546	<b>San Bernardino County Sheriff's Department</b>	Police Science/ SBVC	Training Agreement	\$4,704,482.15	\$247,323.00
	Basic Training Agreement for Police Science Program: Rate \$3.93 Per Student Per Instructional Hour; This is to approve Amendment 05 - Increase Contract services by \$247,323.00			07/01/2020 to 06/30/2025	

## **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:** August 10, 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 August 10, 2023

[v.7.24.2023.p.1|3]

Site/Date/Cost	Event/Items Purchased/Funding Source
<p><b>Site:</b> SBVC</p> <p><b>Date of Event:</b> 07/10/2023 to 07/20/2023</p> <p><b>Total Estimated Cost:</b> \$10,000</p>	<p><b>Event:</b> Summer Bridge</p> <p><b>Items Being Purchased:</b> Meals, contracts, promotional items, and supplies</p> <p>First Year Experience will host a summer bridge for Valley Bound Commitment program for students. Incoming freshman will participate in this two-week program to help acclimate them into college life. Anticipated attendance will be 300 students, staff, and faculty members. Carmen Rodriguez and Dr. Marina Serna Pulido will serve as chaperones.</p> <p><b>Funding Source:</b> California College Promise Categorical Fund</p> <p><b>Ratification:</b> This item is submitted as a ratification due to oversight of the Board submission deadline.</p>
<p><b>Site:</b> SBVC</p> <p><b>Date of Event:</b> <del>06/15/2023</del> 07/20/2023</p> <p><b>Total Estimated Cost:</b> \$5,000</p>	<p><b>Event:</b> Student Services Division Meeting</p> <p><b>Items Being Purchased:</b> Meals, refreshments, supplies, giveaways, and contracts</p> <p>Office of the Vice President of Student Services will be hosting a division meeting. Dr. Thayer and Katherine Fonseca will serve as hosts.</p> <p><b>Funding Source:</b> Student Development General Fund, Student Equity Categorical Fund, and Outreach &amp; Retention Categorical Fund</p> <p><b>Amendment:</b> Originally Board approved June 8, 2023, this item is being amended to show the date change.</p>
<p><b>Site:</b> SBVC</p> <p><b>Date of Event:</b> 07/20/2023</p> <p><b>Total Estimated Cost:</b> \$5,000</p>	<p><b>Event:</b> College Connection Cook Out</p> <p><b>Items Being Purchased:</b> Meals, contracts, and supplies</p> <p>SBVC Umoja Program and several community organizations are collaborating to connect incoming African American college students with current college students at the community college and 4-year universities. Anticipated attendance will be 300 students, staff, and faculty members. Keynasia Buffong will serve as a chaperone.</p> <p><b>Funding Source:</b> California College Promise Categorical Fund</p> <p><b>Ratification:</b> This item is submitted as a ratification due to oversight of the Board submission deadline.</p>



## District & College Expenses

Submitted for Board Approval August 10, 2023

[v.7.24.2023.p.2]3]

Site/Date/Cost	Event/Items Purchased/Funding Source
<p><b>Site:</b> SBVC</p> <p><b>Date of Event:</b> 07/31/2023 to 8/11/2023</p> <p><b>Total Estimated Cost:</b> \$1,500</p>	<p><b>Event:</b> Associated Student Government New Fiscal Year Training Sessions</p> <p><b>Items Being Purchased:</b> Meals &amp; refreshments, supplies, printing</p> <p>Associated Student Government will provide trainings for the new ASG Body which will be held throughout the two weeks prior to the beginning of the Fall semester. Twenty students and staff are expected to attend. Dr. Raymond Carlos, Maritza Portillo, Marie Maghuyop, and LaCretia Smith will serve as chaperones.</p> <p><b>Funding Source:</b> Associated Student Government Fund, Student Representation Fee Fund</p>
<p><b>Site:</b> SBVC</p> <p><b>Date of Event:</b> 08/09/2023 to 08/10/2023</p> <p><b>Total Estimated Cost:</b> <del>\$30,000</del> \$35,000</p>	<p><b>Event:</b> <del>New Student Welcome Day (NSWD)</del> Wolverine Welcome</p> <p><b>Items Being Purchased:</b> Meals, contracts, promotional items and supplies</p> <p>First Year Experience and Outreach &amp; Recruitment are sponsoring the annual new student welcome event in which staff and faculty have an opportunity to showcase various programs and departments at SBVC. 500 attendees will include students, staff, and faculty members. Sharaf Williams, Amanda Moody, and Justine Plemons will serve as chaperones.</p> <p><b>Funding Source:</b> Student Equity &amp; Success Categorical Fund and California Promise Categorical Fund</p> <p><b>Amendment:</b> Board approved December 9, 2022, and amended June, 8, 2023, this item is being amended again to show the name change and amend the amount back to the originally approved amount of \$35,000.</p>
<p><b>Site:</b> SBVC</p> <p><b>Date of Event:</b> 08/09/2023 to 08/11/2023</p> <p><b>Total Estimated Cost:</b> \$8,000</p>	<p><b>Event:</b> First Year Experience Team Retreat</p> <p><b>Items Being Purchased:</b> Lodging, meals and refreshments</p> <p>First Year Experience team will have its annual retreat. This event will serve to build team bonding, department planning, and collaboration. Sharaf Williams will serve as chaperone.</p> <p><b>Funding Source:</b> Student Retention &amp; Outreach Categorical Fund</p>



## District & College Expenses

Submitted for Board Approval August 10, 2023

[v.7.24.2023.p.3]3]

Site/Date/Cost	Event/Items Purchased/Funding Source
<p><b>Site:</b> SBVC</p> <p><b>Date of Event:</b> 08/21/2023 to 08/31/2023</p> <p><b>Total Estimated Cost:</b> \$5,000</p>	<p><b>Event:</b> Week of Welcome/Club Rush</p> <p><b>Items Being Purchased:</b> Meals &amp; refreshments, supplies, contracts, rentals, giveaways &amp; printing</p> <p>Associated Student Government is sponsoring events for the first two weeks of the Fall semester which include games and giveaways as returning students reconnect with school and new students learn about resources and the benefits SBVC has to offer, as well as be informed of campus clubs available to join. Anticipated attendance is 300 students, faculty and staff. Dr. Raymond Carlos, Maritza Portillo, Marie Maghuyop and LaCretia Smith will serve as chaperones.</p> <p><b>Funding Source:</b> Associated Student Government Fund, Student Life Trust, Inter Club Council</p>
<p><b>Site:</b> SBVC</p> <p><b>Date of Event:</b> 09/09/2023</p> <p><b>Total Estimated Cost:</b> \$3,000</p>	<p><b>Event:</b> Anti-Bullying Shoe Giveaway Campaign</p> <p><b>Items Being Purchased:</b> Contracts, rentals, and supplies</p> <p>First Year Experience will sponsor rentals and supplies for Anti-Bullying Campaign hosted by Sista's Making a Difference. This community event will be giving away shoes and socks to students. Anticipated attendance is 500 students and community members. Amanda Moody and Justine Plemons will serve as chaperones.</p> <p><b>Funding Source:</b> Student Retention &amp; Outreach Categorical Fund</p>

## **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:** August 10, 2023

**SUBJECT:** Individual Memberships

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the attached list of individual memberships.

### **OVERVIEW**

The County of San Bernardino District Financial Services Division requires certification of board minutes, that are in accordance with provisions of legal codes for the State of California, to pay invoices for memberships. Whenever possible, SBCCD purchases institutional memberships to be used districtwide. The individual requesting membership has reviewed, and confirms, the District does not currently subscribe to an institutional membership and the association to which they are requesting membership only offers Individual memberships. The memberships requested are related to job duties and functions to promote and advance our institutions and students.

### **ANALYSIS**

Education Code Section 35172 (d) Subscribe for membership for any school under its jurisdiction in any society, association, or organization which has for its purpose the promotion and advancement of public or private education. (e) Subscribe for membership in, or otherwise become a member of, any national, state or local organization of governing boards of school districts or members thereof which has for its purposes the promotion and advancement of public education through research and investigation, and the cooperation with persons and associations whose interests and purposes are the betterment of the educational opportunities of the children of the state.

Education Code Section 35160.1 (a) The Legislature finds and declares that school districts, county boards of education, and county superintendents of schools have diverse needs unique to their individual communities and programs. Moreover, in addressing their needs, common as well as unique, school districts, county boards of education, and county superintendents of schools should have the flexibility to create their own unique solutions. (b) In enacting Section 35160, it is the intent of the Legislature to give school districts, county boards of education, and county superintendents of schools broad authority to carry on activities and programs, including the expenditure of funds for programs and activities which, in the determination of the governing board of the school district, the county board of education, or the county superintendent of schools



are necessary or desirable in meeting their needs and are not inconsistent with the purposes for which the funds were appropriated. It is the intent of the Legislature that Section 35160 be liberally construed to affect this objective. (c) The Legislature further declares that the adoption of this section is a clarification of existing law under Section 35160.

**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**

Membership associated with this board item are included in the funding source as attached.

**INDIVIDUAL MEMBERSHIPS**

Submitted for Board Approval 8/10/23

<b>SITE, AMOUNT PER PERSON NAME(S) OF INDIVIDUAL</b>	<b>MEMBERSHIP FUNDING SOURCE</b>
DSO/CHC      \$300.00 per person Anna Mendez	Association of College and University Printers (ACUP+) Print Shop General Fund
SBVC            \$100.00 per person Raymond Carlos	California Community College Student Affairs Association (CCCSAA) Student Life General Fund
CHC             \$230.00 per person Michelle Riggs	Rotary Club of Yucaipa Marketing & Public Affairs 02

## **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:** August 10, 2023

**SUBJECT:** Consideration of Approval to Ratify Interfund Borrowing Transactions

### **RECOMMENDATION**

It is recommended that the Board of Trustees ratify the following interfund borrowing transaction in accordance with the resolution it adopted on May 11, 2023:

Date	Amount	From Fund (Oracle #)	To Fund (Oracle #)	Notes
07/12/23	\$2,000,000	01 General Fund (110)	41 Capital Outlay Projects Fund (410)	To address cash deficit as SBCCD awaits state reimbursement for grant funded capital project expenditures.

### **OVERVIEW**

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

On May 11, 2023, the Board of Trustees adopted a resolution authorizing the chancellor or their designee to approve interfund transfers during fiscal year 2023-24 which would later be ratified by the Board.

### **ANALYSIS**

The use of temporary borrowing between funds has been employed to offset interim shortages of cash flow. This standard business practice is approved annually by a resolution of the Board of Trustees. As required by E.C. 42603, the funds were borrowed during the 2023-24 fiscal year and are expected to be repaid in the same fiscal year.

### **SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

This item will not have a financial impact on the 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:** August 10, 2023

**SUBJECT:** Consideration of Ratification of Master Services Agreements and Task Orders for Bond Construction

### **RECOMMENDATION**

It is recommended that the Board of Trustees ratify Master Services Agreements and Task Orders as indicated on the attached list.

### **OVERVIEW**

To support the Measure CC Bond Program, SBCCD has created various shortlists of professional service consultants for specific pre-design, and engineering disciplines in accordance with the established Request for Qualifications process. These prequalified shortlists include:

- Architectural & Engineering
- California Environmental Quality Act/National Environmental Policy Act
- Civil Surveying
- Commissioning
- Division of the State Architect Inspector of Record
- Estimating
- Furniture, Fixtures, & Equipment (FF&E) Design, Procurement & Installation Coordination
- Geotechnical
- Hazardous Material Assessment
- Landscape Architecture
- Mechanical, Electrical & Plumbing Engineering
- Special Inspection & Material Testing

As consulting firms are needed, Requests for Task Order Proposals are issued to the firms of each applicable shortlist. If selected, a Master Services Agreement with the chosen firm is executed, and the Task Order awarded.





## **ANALYSIS**

Requests for Task Order Proposals are issued to all prequalified professional services consultants within the related pool. Unlike construction contracts, which are awarded by low bid, professional consulting contracts are awarded based on best value.

Each proposal is assessed by a committee comprised of representatives from the Facilities Department, campus staff, program management team, and other District stakeholders as appropriate. A qualitative evaluation based on weighted criteria (including fee, technical approach, project experience, key personnel, and delivery schedule) is performed to determine which firm's proposal provides SBCCD with the best value for the Task Order.

## **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.



# Master Services Agreements & Task Orders for Bond Construction

## Submitted for Ratification August 10, 2023

[v.7.11.2023.p.1|1]

Firm	Pool Approval	Task Order Amount	Site	Project	Task Order	Date Executed	Date Ratified
<b>*NAC Architecture</b> Ontario, CA	Architecture and Engineering Services 12/12/2019	\$128,715.00	SBVC	Landscape Master Plan	CC01-3610-27 (TO#02-040.1) Architecture and Engineering Services	6/21/2023	8/10/2023
<b>*Architerra Design Group</b> Rancho Cucamonga, CA	Landscape Architecture Services 2/13/2020	\$20,000.00	SBVC	CWI Business Quad Development	CC01-3610-15 (TO#01-014.4) Landscape Architecture Services	6/13/2023	8/10/2023
<b>*TYR, Inc.</b> Costa Mesa, CA	Division of the State Architect Inspector of Record Services 5/13/2021	\$49,344.00	CHC	New Performing Arts Center	CC03-3640.10 (TO#03-015.1) Division of the State Architect Inspector of Record Services	6/20/2023	8/10/2023
<b>TYR, Inc.</b> Costa Mesa, CA	Division of the State Architect Inspector of Record Services 5/13/2021	\$36,860.00	SBVC	Perimeter Fencing	CC03-3640.10 (TO#05-016.0) Division of the State Architect Inspector of Record Services	7/3/2023	8/10/2023

\*Issued as a supplement to an existing Task Order.



# MEASURE CC

BUILDING NEW OPPORTUNITIES FOR OUR STUDENTS & OUR COMMUNITY

# Task Order Selection Summary

**Campus & Project:** San Bernardino Valley College — Perimeter Fencing

**Task Order Awarded to:** TYR, Inc.

**Task Order Executed:** July 3, 2023

**Amount:** \$36,860.00

### Selection Summary:

The shortlist of pre-qualified DSA Inspector of Record firms includes six firms. Two firms submitted a proposal in response to the Request for Task Order Proposal. The selection committee consisted of two Program Management Office members, and two Construction Management Team members. The qualifications of the proposed team were very strong in both project experience and individual experience. The proposals were ranked based on Best Value scoring. During the evaluation of proposals, TYR, Inc. received the highest cumulative score and was awarded the Task Order.



## **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:** August 10, 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 August 10, 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.

## BOARD POLICY & PROCEDURE COMMITTEE (BPPAC) ACTIVITY REPORT

**2023 BOARD MEMBERS**  
(Committee chair is bold)

**Trustee Nathan Gonzales**  
Trustee Joseph R. Williams

## 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

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

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

**REVIEWED BY:** Angel Rodriguez, Associate Vice Chancellor of Government Relations & Strategic Communications

**PREPARED BY:** Ynez Canela, Associate Director of Legislative & Community Relations

**DATE:** August 10, 2023

**SUBJECT:** Mid-Year Advocacy Progress Report

### **RECOMMENDATION**

This item is for information only.

### **OVERVIEW**

The attached presentation highlights legislative highlights and advocacy from January 2023 to June 2023.

### **ANALYSIS**

The Board Legislative Committee met on July 13, 2023 for their regular monthly meeting. During this meeting, SBCCD staff provided a mid-year progress report on advocacy efforts that advance the Board's legislative priorities. This item provides the full board an overview of advocacy accomplishments to date.

### **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.



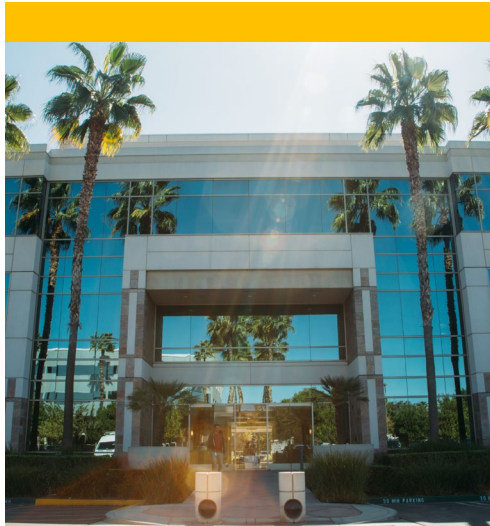




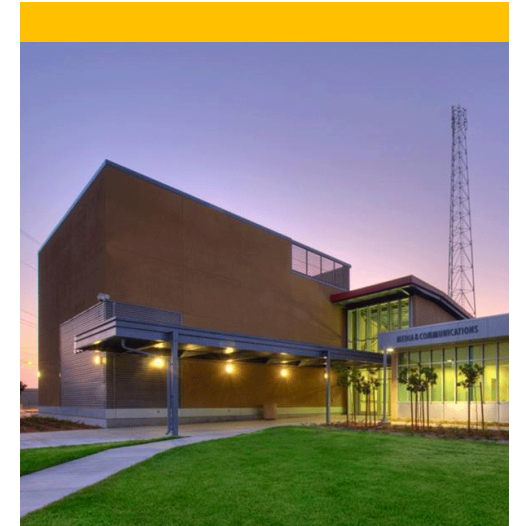
SAN BERNARDINO  
COMMUNITY COLLEGE  
DISTRICT

AUGUST 2023

# Working Together to Advocate for Students



[SBCCD.EDU](http://SBCCD.EDU)



# SBCCD's Legislative Principles

## What is this?

How the SBCCD Board Legislative Committee and Chancellor's Office will evaluate local, state, and federal policy proposals and recommend action to support, oppose, or remain neutral.

**Eliminate Barriers to Student Access and Success**

**Increase Public Investment in Community College Students**

**Improve College Affordability & Basic Needs Support**

**Support Local Decision-Making**

**Strengthen State and Federal Partnerships**

**Promote Civic Engagement**



# 2023 Advocacy Priorities

## Goal 1: Eliminate Barriers to Student Access and Success

- Support the CCC's 2023-24 [systemwide budget request](#).
- Support ongoing investments in **affordable student housing**.
- Support strategies and ongoing funding to expand **textbook affordability**.
- Support the [CalFresh Workgroup Report](#) (16 state/federal policy recommendations).
- Support funding to implement the [Cal Grant Reform Act](#) to expand and simplify financial aid.
- Support funding to **modernize SBCCD facilities** and instructional equipment.
- Support \$15 million in funding to update SBCCD **technology infrastructure**.
- Support \$500 million, systemwide, to provide all community college students with **free tuition**.
- Support [FAFSA simplification](#) and expansion of **Pell Grants**.

# 2023 SBCCD Advocacy Priorities

## Goal 2: Be a Diverse, Equitable, Inclusive & Anti-Racist Institution

- Support funding to strengthen **Equal Employment Opportunity** best practices.
- Support equitable federal funding to support [Hispanic-Serving Institutions](#).
- Support educational **opportunities for all students**, regardless of immigration status.

# 2023 SBCCCD Advocacy Priorities

## Goal 3: Be a Leader and Partner in Addressing Regional Issues

- Support \$1.5 million for a new fire truck for the **San Bernardino Emergency Training Center**.
- Support \$3 million in **ongoing funding for [KVCR](#)** to produce more local content and keep PBS/NPR.
- Support \$15 million to build a **student training center** at KVCR.

# 2023 SBCCD Advocacy Priorities

## Goal 4: Ensure Fiscal Accountability/Sustainability

- Support the CCC's budget request of \$400 million in ongoing resources to **increase Student Centered Funding Formula rates** and continue to support district operations.
- Support ongoing funding in non-Proposition 98 resources to provide districts with **pension relief**.

# Strengthening Legislative Partnerships



**U.S. Congressman  
Pete Aguilar**  
*SBVC/DSO Area*



**U.S. Congressman  
Jay Obernolte**  
*Crafton Hills Area*



**State Senator  
Rosilicie Ochoa Bogh**  
*Crafton Hills Area*



**Assembly Majority Leader  
Eloise Gomez Reyes**  
*DSO Area*



**Assemblymember  
Sabrina Cervantes**  
*SBCCD Service Area*



**Assemblymember  
James Ramos**  
*SBVC Area*



**Assemblymember  
Greg Wallis**  
*Crafton Hills Area*



**SB County Supervisor  
Joe Baca, Jr.**  
*SBVC/DSO Area*



**SB County Supervisor  
Dawn Rowe**  
*Crafton Hills Area*

# How Have We Advanced SBCCCD's Legislative Priorities?


January to June 2023

# ✓ Urged State to Extend Financial Aid Deadline for Local Students Affected by Winter Storms



**CALIFORNIA STUDENT AID COMMISSION**  
PROGRAM ADMINISTRATION & SERVICES DIVISION

March 22, 2023



Diana Z. Rodriguez  
Chancellor  
San Bernardino Community College District  
550 E. Hospitality Lane, Ste 200  
San Bernardino, CA 92408

Dear Chancellor Rodriguez:


Thank you for submitting your Application Deadline Postponement Request for the 2023-24 March 2 state financial aid application deadline to the California Student Aid Commission. We are pleased to notify you that your request was approved at the Subcommittee Meeting of Elected Officers on March 21, 2023.

The Commission approved a 30-day postponement of the March 2 state financial aid application deadline for students served by the San Bernardino Community College District for financial aid programs administered by the Commission pursuant to California Education Code (CEC) Section 69513.2. As a result, Free Application for Federal Student Aid (FAFSA) and California Dream Act Applications (CADAA) from San Bernardino Community College District students for 2023-24 completed by April 1, 2023, will be considered on time for priority consideration.

The Commission is working to implement the application deadline postponement for your students. You will receive an additional notification when complete.

Please let us know if you have any questions.

Sincerely,



Tae Kang,  
Deputy Director  
Program Administration and Services Division

 **San Bernardino Colleges** @SBCCDcolleges · Mar 22  
Hey, Crafton Hills and Valley College students! The deadline to submit your FAFSA or CA Dream Act Application for Fall 2023 has been extended to April 1, 2023. Don't miss out on financial aid for your education. Visit [csac.ca.gov](https://csac.ca.gov) to apply now! 🎓



**IT'S NOT TOO LATE**  
To Apply For College Financial Aid!

Submit your FAFSA or  
California Dream Act Application by  
**April 1, 2023**

We're Here to Help. Apply at [csac.ca.gov](https://csac.ca.gov)







# ✓ Advocated to Prevent State Budget Cuts to *Books+*



OFFICE OF THE CHANCELLOR

May 16, 2023

BOARD OF TRUSTEES

DR. STEPHANIE HOUSTON  
Chair

DR. ANNE VIRICEL  
Vice Chair

JOSEPH R. WILLIAMS  
Clerk

GLORIA MACIAS HARRISON

DR. NATHAN GONZALES

JOHN LONGVILLE

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ROBERT ALEXANDER  
Student Trustee

PAUL DEL ROSARIO  
Student Trustee

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DIANA Z. RODRIGUEZ

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DR. KEVIN HORAN  
Crafton Hills College

DR. LINDA FONTANELLA  
San Bernardino Valley College

650 E. Hospitality Ln., Ste 200

San Bernardino, CA 92408

Tel 909.398.6900

www.sbccd.edu

Governor Gavin Newsom  
1021 O Street, Suite 9000  
Sacramento, CA 95814

Senator Rosilicie Ochoa Bogh  
1021 O Street, Room 7220  
Sacramento, CA 95814

Assemblymember James Ramos  
P.O. Box 942649  
Sacramento, CA 94249-0045

Assembly Majority Leader Eloise Gomez Reyes  
P.O. Box 942649  
Sacramento, CA 94249-0050

Assemblymember Greg Wallis  
P.O. Box 942649  
Sacramento, CA 94249-0047

**Subject: Request to Protect the COVID-19 Recovery Block Grant in the 2023-24 State Budget**

Dear Governor Newsom, Senator Ochoa Bogh, Assembly Majority Leader Gomez Reyes, Assemblymember Ramos, and Assemblymember Wallis:

On behalf of the San Bernardino Community College District, which includes Crafton Hills College and San Bernardino Valley College, I am writing to express our concerns regarding the proposed 2023-24 May Revision Budget proposal and its potential impact on the invaluable COVID-19 Recovery Block Grant. We kindly request your assistance in preserving the current funding levels allocated to the grant and ensuring that it remains intact in the final state budget.

First and foremost, we would like to express our appreciation for the 8.22% Cost of Living Adjustment (COLA) that has been proposed in the 2023-24 May Revision Budget proposal. This slight increase from the previously announced 8.13% in January provides some relief in covering our rising operating costs.

However, we want to draw your attention to the critical role that the COVID-19 Recovery Block Grant plays in our efforts to make college affordable and accessible to our community. Of particular concern is the proposed reduction from \$8.5 million to \$4.5 million for the San Bernardino Community College District. This has the potential to undermine the progress we have made thus far. It is important to note that a substantial portion of the initial \$8.5 million COVID-19 Recovery Block Grant has already been received and is committed to funding our transformative program, Books+.

Books+ is not just a program—it is a lifeline for our students and an incentive for your constituents to return to college and complete their degrees in the aftermath of the enrollment decline caused by the pandemic.



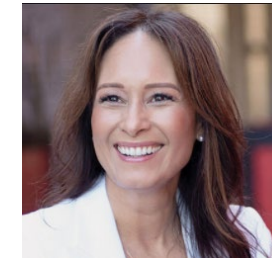
**Gov. Gavin Newsom**  
*California*



**Assembly Majority Leader  
Eloise Gomez Reyes**  
*DSO Area*



**Assemblymember  
James Ramos**  
*SBVC Area*



**State Senator  
Rosilicie Ochoa Bogh**  
*Crafton Hills Area*



**Assemblymember  
Greg Wallis**  
*Crafton Hills Area*



# ✓ SBCCCD Shaped Public Narrative on Potential Impact of State Budget Cuts on Local Students

**CAL MATTERS** *May 31, 2023*

- **“The cuts, proposed in Gov. Newsom’s May budget revision, are particularly controversial because they would require community colleges to effectively return nearly \$800 million they received last summer.”**
- **“That’s unprecedented,” said Jose Torres, the executive vice chancellor of the San Bernardino Community College District.**



*Students studying at San Bernardino Valley College.*



# COMBATING COLLEGE STUDENT HUNGER

## An Inland Empire Policy Roundtable



Co-Hosts:



# ✓ Enlisted Support from County and State Policymakers

 **Senator Rosilicie Ochoa Bogh**   
@rosilicie

Thank you to the @SBCCDcolleges for hosting the first ever #CombatCollegeHungerIE Roundtable event at Crafton Hills College. I was grateful to have attended alongside Assembly majority leader @AsmReyes47 and San Bernardino county @SupervisorBaca.



11:03 AM • May 25, 2023 • 327 Views



## Assembly Majority Leader Eloise Gomez Reyes

✓ Introduced two bills as a result of SBCCD's advocacy: AB 928 and AB 1514 to increase CalFresh participation among college students.



## San Bernardino County Supervisor Joe Baca, Jr.

✓ Committed to facilitating a partnership between SBCCD and the county to facilitate data-sharing of student information to help them fill out the CalFresh application.



# ✓ Enlisted Support from U.S. Senator Padilla



✦ **SBCCD Student Leaders** with Senator Alex Padilla in Washington D.C. in February 2023.



# What's Next?



- Data-Sharing Agreement / MOU with County**
- One complete packet for all services – eliminating several applications**
- Focus Group with Students**
- Public Awareness Campaign with Financial Aid Offices, KVCR, and other outlets**
- Education, specifically with Dreamers**

# Strengthening SBCCCD's Advocacy in Washington D.C.

January to June 2023

# ✔ Hosted U.S. Government Accountability Office to Advocate for Increased Federal Funding for Facilities

📌 Supported a Congressional study on federal funding for **Hispanic-Serving Institutions** by informing GAO officials about the deferred maintenance and technology needs of Crafton Hills College and San Bernardino Valley College.

📌 Collaborated with **HACU** to maximize the visit's impact and advocate for increased funding to enhance college facilities and IT infrastructure. January 2023.





# ✔ Strengthened Bridges with U.S. Department of Education & U.S. Economic Development Administration



📍 **Learned about grant opportunities** through the U.S. Department of Education during a Washington, D.C. visit in April 2023.



📍 **Met with the EDA's Deputy Chief of Staff** to discuss SBCCD's focus on economic development and workforce training. April 2023.



# ✓ Securing Congressional Community Project Funding



📍 **Hosted Congressman Pete Aguilar** on March 16, 2023, at San Bernardino Valley College for a \$1.5M check presentation to support the Heavy Duty Truck/Electric Vehicle Tech program.

# ✓ Applied for \$1.5M to Boost Student Training at SB Regional Emergency Training Center



Submitted a Community Project Funding request to Rep. Aguilar to modernize firefighting training equipment.

STATE CAPITOL  
P.O. BOX 924249  
SACRAMENTO, CA 95834-0249  
WWW.SBSTATE.CA.GOV

COMMITTEES  
AGING AND LONG TERM CARE  
BUDGET  
BUDGET SUBCOMMITTEE NO. 4 ON  
SOCIAL ADMINISTRATION  
JUDICIAL  
LABOR AND EMPLOYMENT  
UTILITIES AND ENERGY

Assembly  
California Legislature  
ELOISE GOMEZ REYES  
ASSEMBLY MEMBER, FIFTEENTH DISTRICT

March 3, 2023

U.S. Senator  
331 Hart Sen  
Washington,

RE: **FY 2024 Appropriation Request for New Aircraft Rescue and Firefighting Apparatus for the San Bernardino Regional Emergency Training Center (Joint Powers Authority of the San Bernardino Community College District and San Bernardino County Fire Department)**

Dear Senators:

I am writing to request your support in securing \$1.5 million in funding to purchase a new Aircraft Rescue and Firefighting Apparatus (ARFF) vehicle for the San Bernardino Regional Emergency Training Center (SBRETIC). This request is essential to strengthen the pipeline of diverse future firefighters who will protect the life and safety of Californians.

As you may know, the SBRETIC is a state-of-the-art facility that provides training to upcoming and experienced firefighters from the Inland Empire, California and around the world. It is one of a few training centers capable of meeting the comprehensive training needs of Aircraft Crash Rescue Firefighters.

In 1993, the Federal Aviation Administration opened a sponsorship opportunity to build and manage an ARFF training center—considered a high priority for the Western Region and put on a fast track to completion. Thirteen years later, the SBRETIC opened its doors.

The training center is owned and operated through a joint power agreement between San Bernardino Community College District and the San Bernardino County Fire Department. The center's training programs are staffed by seasoned firefighters and curriculum adheres to National Fire Protection Association (NFPA) and International Fire Safety and Training Association (IFSTA) standards.

**Budget Request:**

The SBRETIC's primary training apparatus is now over 20 years old and needs updating. The ARFF vehicle is crucial for carrying rescue and firefighting equipment to rescue aircraft passengers, prevent aircraft fire loss, and combat fires in aircraft. ARFF Basic Certification requires firefighters to train on the appropriate apparatus, but due to the vehicle's age, firefighters are not being trained on equipment that simulates the current needs of airport firefighters.

Furthermore, the vehicle has become increasingly challenging to maintain as it ages, and replacing it is vital to ensure that program graduates are highly trained firefighters that meet current needs at airports.

With your leadership, a new ARFF vehicle will provide a much-needed update for the SBRETIC's training equipment and serve firefighters at home and abroad for years to come. Specifically, a \$1.5 million federal investment will allow SBRETIC to purchase a diesel engine driven Class 5 ARFF vehicle with a 3,000-gallon water/Aqueous Film Forming Foam (AFFF) fire suppression system and complementary agent dry chemical system.

385 N. Arrowhead Avenue, Fifth Floor, San Bernardino, CA 92415 | Phone: 909.387.4565 Fax: 909.387.5302

California State Senate  
SENATOR  
ROSILICIE OCHOA BOGH  
TWENTY-THIRD SENATE DISTRICT

COMMITTEES  
BUDGET  
EDUCATION  
HOUSING  
HUMAN SERVICES  
PUBLIC SAFETY  
VETERANS

March 3, 2023

U.S. Senator Dianne Feinstein  
331 Hart Senate Office Building  
Washington, D.C. 20510

U.S. Senator Alex Padilla  
112 Hart Senate Office Building  
Washington, D.C. 20510

RE: **FY 2024 Community Project Funding Request: New Aircraft Rescue and Firefighting Apparatus for the San Bernardino Regional Emergency Training Center (Joint Powers Authority of the San Bernardino Community College District and San Bernardino County Fire Department)**

Dear Senators Feinstein and Padilla:

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385 N. Arrowhead Avenue, Fifth Floor, San Bernardino, CA 92415 • (909) 387-4855 • Supervisor.Rowe@bos.sbcounty.gov

# Future Advocacy Opportunities



# State Chancellor's Office is Soliciting Advocacy Ideas for 2024-25

Date	Milestone
Early Summer	Launch the 2024-25 Shared Advocacy Request process. Stakeholders will receive the forms and instructions for proposal submission. (use 2022's version for context and early prep)
Late Summer	Deadline for submission
Late Summer	Proposal review period
September	<ul style="list-style-type: none"> <li>- Consultation Council reviews</li> <li>- Board of Governors approves</li> <li>- Submit to the Department of Finance</li> </ul>
Fall	Broad public awareness to share final proposal
January	Release of the Governor's Budget Proposal
February	Deadline to introduce legislation

## Guiding Questions:

- How does it align with the Governor's Roadmap for Higher Education and CCC Vision for Success?
- What problem does it solve?
- What is the state or local impact?
- Does it include a budget request?  
How will funds be used?



16

# Continue Regional, State, Federal Collaborations

*Partial List*

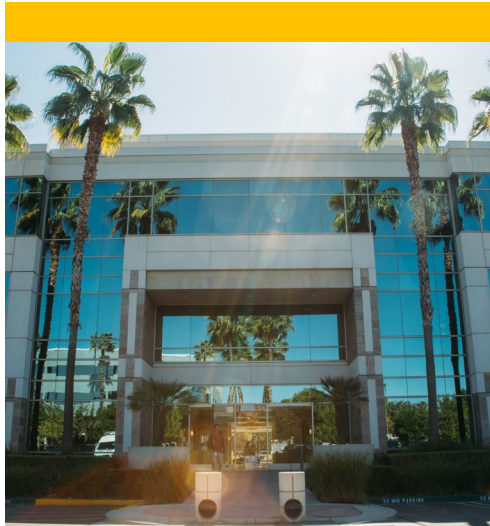




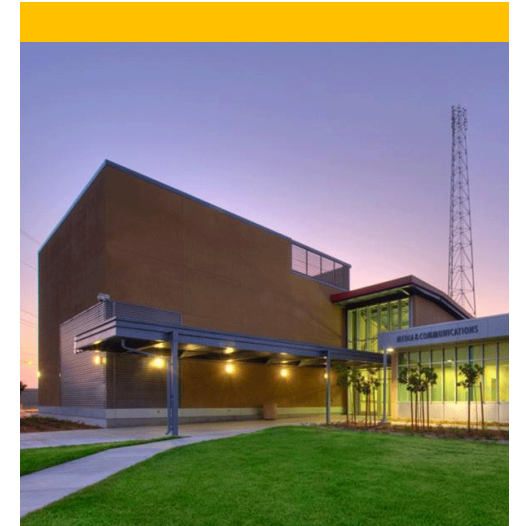
SAN BERNARDINO  
COMMUNITY COLLEGE  
DISTRICT

JUNE 2023

# Thank You For Advocating for Students



[SBCCD.EDU](https://sbccd.edu)







## WELCOME TO A NEW ACADEMIC YEAR, ONWARD TOWARD FALL

It is a time to celebrate and mark the official beginning of a new academic year! As we reunite, we bring many identities to that of San Bernardino Community College District students, faculty, and staff members. We speak many different truths in our lives and work here together. I would like to think that within our efforts at SBCCD, we're advocates of truth and guardians of fact.

We are still amid being post-pandemic, which has provoked all of us with concern and hesitation and transformed the ...*cont. page 4*



08.10.2023

## CHANCELLOR'S REPORT



## NEW STUDENT TRUSTEES HELP THE STUDENT VOICE SHINE

Two students with experience in student leadership will have a chance to speak out at the meetings of the Board of the San Bernardino Community College District.

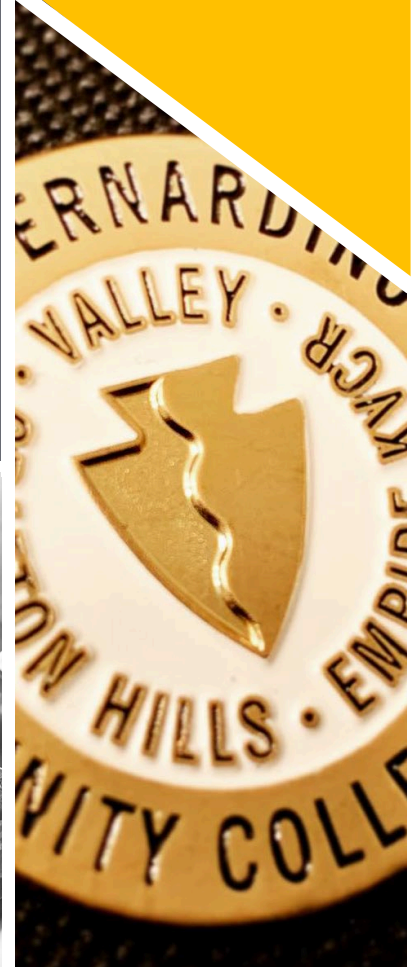
Michelle Ly will represent Crafton Hills College, and Dyami Ruiz-Martinez will represent San Bernardino Valley College. They were elected by a vote of their peers, and they were sworn in at the June 8th trustee meeting.

Student trustees speak for students at the public meetings of the Board of ...*cont. page 2*

## BE THE INSPIRATION, WE BELIEVE IN YOU

If higher education has changed your life, pay it forward by encouraging someone you know to learn a new skill at Crafton Hills College and San Bernardino Valley College. Fall courses start on August 14, and enrollment is now open.

We support our students to gain confidence, new career skills, and knowledge to take life to the next level. Share this resource with a future student, [www.sbccd.edu/future-students](http://www.sbccd.edu/future-students)





# CAMPUS UPDATE

# THIS IS SBCCD

## NEW STUDENT TRUSTEES HELP THE STUDENT VOICE SHINE

### ...CONT. FROM PAGE 1

Trustees, who decide the big picture issues of financial aid, new buildings, campus safety and district leadership for a system that serves 20,000 students through two campuses, a workforce training facility, and KVCR TV/FM.

The daughter of Cambodian refugees, 18-year-old Michelle Ly said she is especially grateful for higher education, something her parents did not have the opportunity to have. She is a first-generation college student in her second year at Crafton Hills College. She plans to transfer to a four-year university to study cognitive science, which includes the functions of the brain and psychology. She was inspired by her late grandmother, who was diagnosed with dementia. Eventually, Ly hopes to work in the medical or technological field. A resident of Loma Linda, Ly served as a student senator at Crafton Hills. She is an honors student and hopes to advocate for affordable student housing and equal opportunity for all.

“Joining student government has inspired me to be an advocate for myself and for others,” Ly said. “It really has inspired me to make a difference at Crafton Hills College.”

Her first trustee meeting in June was “wonderful,” she said. “When I got there everyone was so welcoming, I am already getting used to it,” she said. “I am excited to see what new experiences come from working with the trustees.”

## NEW STUDENT VOICE HELP THE STUDENT VOICE SHINE

### ...CONT. FROM PAGE 1

Representing San Bernardino Valley College is Dyami Ruiz-Martinez, 26, who is taking business courses and preparing for graduate school in public administration. A licensed real estate broker living in Ontario, he earned a bachelor's degree from UC Irvine in political science and anthropology.

But his sister Nelva convinced him to take more classes at San Bernardino Valley College and run for student leadership. He was elected to the Associated Student Government, and together, he and his sister took on the challenge of reviving the Inter-Club Council. They gathered club presidents together and had regular roundtable discussions, asking, “What is it that you need? What can we do to provide for your career path and knowledge?”

That brain trust will come in handy as he represents the student body at each trustee meeting, he said. “Student clubs are the backbone of being a student,” he said. “It is about your passions for art, human services or STEM. It is your introduction to a professional community. Right now, when we are dealing with online classes and social disconnection, having a vibrant club community is so important,” says Ruiz Martinez.

In March 2023, he was elected to represent this area's student leadership to the Student Senate for the California Community Colleges Board of Directors. He advocated for the expansion of affordable housing, supporting the financial needs of students, and eliminating barriers for community college students. His time in leadership has renewed his appreciation for public service and policy.





## REAL JOURNEY ACADEMIES THE 5C'S OF LEADERSHIP

Real Journey Academies (RJA), a non-profit, charter school organization headquartered in the Inland Empire region of Southern California, partnered with EDCT to provide The 5C's of Leadership skills training to their staff which included educators and support staff through EDCT's Employment Training Panel (ETP) program. The ETP program provides funding and support to employers and other organizations to assist in training opportunities and upgrading the skills of incumbent workers.

Sophia Brooks, Master Trainer, facilitated two leadership training sessions held July 11 and 13, 2023, at Entrepreneur High School in Highland, one of five sites operated by RJA. The training was customized to the culture and need of the trainees to assist in becoming better communicators and effective leaders.

The participants appreciated the knowledge and tools gained from the training and provided positive feedback proposing all principals and grade level leads attend training to aid in leading teams with clear communicated expectations by modeling, states RJA employee, A. Tello.

## SBCCD'S EDCT OPEN HOUSE

Join SBCCD at the Economic Development & Corporate Training's (EDCT) Open House. This is a community event to showcase the many unique opportunities offered through EDCT.

When: September 27, 2023

Time: 10:00 a.m. – 1:00 p.m.

Where: 114 S. Del Rosa Dr., San Bernardino

## COLLEGE TUITION: 8 OUT OF 10 PAY \$0

### BY THE NUMBERS:

Nearly 8 out of 10 students pay \$0 tuition fees at Crafton Hills College and San Bernardino Valley College thanks to our financial aid programs.

- Even though tuition fees are low, the education quality remains high.

### WHY IT MATTERS:

Many families in the Inland Empire are concerned about affording college and career training. The financial aid offices at Crafton Hills College and San Bernardino Valley College are ready to help students achieve their academic and career goals.

## KVCR SET TO LAUNCH "INLAND EDITION"

### WHAT'S NEW:

KVCR's "Inland Edition" public affairs segment premieres on August 11 at 6 p.m. with an exclusive interview featuring State Superintendent of Public Instruction Tony Thurmond, hosted by Joe Richardson.

### WHY IT MATTERS:

Stay informed about local and state issues.

- Inland Edition is a new 30-minute segment that brings public officials from across California and community leaders to discuss their impact on the Inland Empire
- How to watch? Tune into KVCR on TV Channel 24 or watch the live TV stream at [kvcr.org](http://kvcr.org).

## SBCCD SHARES INITIATIVES FOR STUDENT SUCCESS

### WHAT'S NEW:

Listen to Dr. Nohemy Ornales, Vice Chancellor of Educational and Student Support Services at SBCCD on Education Insight: Where Policy Helps and Hurts Local Education, a podcast from Growing Inland Achievement in association with KVCR public media.

### WHY IT MATTERS:

Dr. Ornelas talks about work being done locally and on Capitol Hill to help students succeed and enter good-paying careers. Listen at [www.inlandempireia.org](http://www.inlandempireia.org)



**“WE MUST  
BE THE  
COMMUNITY’S  
COLLEGE,”  
Chancellor Rodriguez.**

## WELCOME TO A NEW ACADEMIC YEAR, ONWARD TO FALL ...CONT. FROM PAGE 1

most basic rhythms of daily life. Although we began 2023 on a progressive path of recovery and rebuilding, we are now experiencing other issues and challenges presented by the pandemic. As our students traverse the current issues and challenges, this year, by sheer circumstance, they are approaching their college experience more consciously and intentionally than students pre-Covid 19.

In June 2023, the Board of Trustees approved the CHC and SBVC Educational Master Plans and the DSO Plan in support of our mission of serving all students in the Inland Empire to reach their educational goals. We were guided by the wisdom and feedback of our students, faculty, staff, alumni, industry leaders, school partners, and the wider community, who helped us define our educational master plans and support plan.

Reflecting on our work in the 2022-23 academic year, we are proud of our milestones across SBCCD. As we continue to harness this momentum and work for the good of all students and our community, below are a few highlights of our progress.

- **Growing Enrollment:** Serving 23,000 students, meeting diverse educational needs in a post-pandemic landscape
- **Streamlining Access:** Common Application launch enhances student enrollment opportunities.
- **Making College Affordable:** Books+ Program reduces textbook costs, helps students focus on learning.
- **Opening New Doors:** Bachelor's degree in respiratory care launches at Crafton Hills College.

- **Expanding Funding:** over \$55 million in grants secured to support student success and innovation.
- **Strengthening KVCR:** Board-approved KVCR Plan implemented, enriching regional engagement and education.
- **Increasing Districtwide Collaboration:** Education Master Plans and DSO Plan completed, advancing student success and access.
- **Regional Action:** Hosted the Inland Empire Policy Roundtable on Combating College Student Hunger.

The higher education we offer is not simply the accretion of knowledge and skills but the cultivation of the capability to enter creatively into the lives of others so that we will act in the world based on a vibrant sense of our shared humanity.

As an institution of higher education, as a team, and as a family, this continued work will be hard. It will require every stakeholder and every student's touchpoint to take daily mindful responsibility to boldly seek out and remove barriers to success. I believe in our strategic implementation so those who need it the most will feel the beneficial impact—ensuring that students of all backgrounds have the equal opportunity to earn the lifelong and life-transforming benefits of a California community college degree. Crafton Hills College and San Bernardino Valley College powerfully embody the intersection of academic excellence and inclusivity. The last year has reaffirmed my belief that we must be the community's college, and with your partnership, I know we will open more doors of opportunity for our local students and their families.

All the best,

Diana Z. Rodriguez  
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:** August 10, 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

Submitted for Information August 10, 2023

MONTHLY	CONSENT AGENDA		
	INFORMATION ITEMS REPORTS/UPDATES		
	<ul style="list-style-type: none"> <li>- Minutes (CO)</li> <li>Classification advancements for academic (article?)</li> <li>Non-Instructional Pay &amp; Stipends (Article 10 wages?)</li> <li>/reduced Workload (Article 22)</li> <li>Tuition reimbursement</li> <li>Employment contracts &amp; tenure track contracts</li> <li>Promotions, transfers, reclassifications, step advancements</li> <li>- NEW HIRES</li> <li>- Adjunct and Substitute Employees (HR)</li> <li>- Classified Personnel (HR)</li> <li>- Management Personnel (HR)</li> <li>- Other Personnel (HR)</li> <li>-</li> <li>- Job Descriptions and Salary Schedules (HR)</li> <li>- CSEA/CTA/POA Agreements (HR)</li> </ul>	<ul style="list-style-type: none"> <li>- Curriculum Modifications (CHC/SBVC)</li> <li>- College Donations (BFS)</li> <li>Special Event Approvals(BFS)</li> <li>Conferences Over \$5K or Outside US (BFS)</li> <li>District/College Expenses (BFS)</li> <li>- Individual Memberships (CO)</li> <li>Surplus Property &amp; Authorization for Private Sale or Disposal (BFS)</li> <li>Contracts Above Bid Limit (BFS)</li> <li>Resolution: Fund Balance Transfer (BFS)</li> <li>Ratification of Interfund Transfers (BFS)</li> <li>Signature List Changes(BFS)</li> </ul>	<ul style="list-style-type: none"> <li>Bond Construction COs/Amendments (FAC)</li> <li>Non-Bond Construction COs/Amendments(FAC)</li> <li>Informal Bid Award (UCCAP) (FAC)</li> <li>CBOC Appointees (FAC)</li> <li>Award RFQ/RFP/Bids &amp; Contracts (FAC)</li> <li>Master Service Agreement &amp; Task Orders for Bond Construction (FAC)</li> <li>Small Scale Construction Contract Award()</li> <li><b>ACTION: Board Policies Final Approval</b></li> </ul>
	<ul style="list-style-type: none"> <li>Applause Recognition (CO)</li> <li>Retirements (HR)</li> <li>3 Minute Reports: Board Committees and Board Activities, Chancellor, Executive Managers, and Represented Groups</li> </ul>	<ul style="list-style-type: none"> <li>Board Master Planning Action Calendar (CO)</li> <li>P&amp;P Review Schedule (CO)</li> <li>Board Policies (1<sup>st</sup> reading) (CO)</li> <li>Budget Revenue &amp; Expenditure Summary ()</li> <li>General Fund Cash Flow Analysis()</li> <li>Purchase Order Report ()</li> <li>Contracts Below Bid Limit ()</li> </ul>	<ul style="list-style-type: none"> <li>CSEA/CTA/POA MOUs()</li> <li>Professional Expert, Short-Term, and Substitute Employees()</li> <li>Resignations()</li> <li>Volunteers()</li> <li>-</li> </ul>
<b>JANUARY</b>	<ul style="list-style-type: none"> <li>• Adopt Budget Calendar (by 2/1)</li> <li>• Budget Directives 1<sup>st</sup> Reading</li> </ul>	<ul style="list-style-type: none"> <li>• Mid-Year Executive Summary of Goals 1-4 (Board Retreat)</li> <li>• Quarterly Financial Status Report (CCFS)</li> </ul>	
<b>FEBRUARY</b>	<ul style="list-style-type: none"> <li>• Grant Sabbaticals (name faculty, college, &amp; term)</li> <li>• Audit Report for Measure CC and Measure M</li> <li>• Budget Directives 2<sup>nd</sup> Reading/Approval (by 3/1)</li> </ul>	<ul style="list-style-type: none"> <li>• Nonresident Tuition and Capital Outlay Fees (by 3/1)</li> <li>• Legislative Priorities and State Budget Priorities</li> <li>• Apportionment Attendance and FTES Calculation Report (CCFS 320) P1</li> </ul>	
<b>MARCH</b>	<ul style="list-style-type: none"> <li>• Sabbatical Completion Report from last fall (by First semester after return)</li> <li>• CBOC Annual Report Presentation (by 3/31)</li> <li>• Selection of Auditor (by 5/15)</li> <li>• Grant Tenure/Tenure Contracts</li> </ul>	<ul style="list-style-type: none"> <li>• FY 2024-2025 Regular Meeting Dates for the Board of Trustees</li> <li>• Classified Employee of the Year Endorsement (by 3/15)</li> <li>• Quarterly Certified Financial Status Report for Second Quarter (by 3/15)</li> <li>• Financial Statements and Audit Report for Auxiliary Organizations (by 4/1)</li> </ul>	
<b>APRIL</b>	<ul style="list-style-type: none"> <li>• 2022-2027 SBCCD Strategic Plan</li> <li>• 4/10 Alternate Summer Work Schedule for Management &amp; Confidential Employees</li> <li>• Trustee Handbook</li> </ul>	<ul style="list-style-type: none"> <li>• Student Trustee Privileges (by 5/15)</li> <li>• Quarterly Financial Status Report (CCFS)</li> <li>• P&amp;Ps 2100 (every two years on even election years), 2725 1<sup>st</sup> Reading</li> </ul>	
<b>MAY</b>	<ul style="list-style-type: none"> <li>• 2021-2024 EEO Plan</li> <li>• Interfund Transfer Resolution</li> <li>• EEO Multiple Method Certification (by 6/1)</li> <li>• Recognition of Outgoing Student Trustees</li> </ul>	<ul style="list-style-type: none"> <li>• P&amp;P 6320, 4235 (every three years. Last approved 5/13/21)</li> <li>• Apportionment Attendance and FTES Calculation Report (CCFS 320) P2</li> <li>• Preliminary Budget &amp; Presentation (optional strategy session)</li> </ul>	
<b>JUNE</b>	<ul style="list-style-type: none"> <li>• Presentation: DEIA (HR)</li> <li>• Presentation: Administer Oath of Office to New Student Trustees</li> <li>• New Student Trustee Orientation Information</li> <li>• FY Tentative Budget (by 7/1)</li> <li>• Resolution: Expenditures of Prop 30 EPA Funds</li> <li>• Resolution: Signature Authorizations for State of CA Department of Rehabilitation, Department of Education, Department of Corrections and Rehabilitation, and Department of Social Services</li> </ul>	<ul style="list-style-type: none"> <li>• FY Sole Source Suppliers</li> <li>• 2023-2028 CHC &amp; SBVC Educational Master Plan</li> <li>• 2023-2028 DSO Plan</li> <li>• 2025-2029 Construction Plan (CCCCO annual requirement)</li> <li>• District Bank Accounts</li> <li>• Executive Summary of Goals 1-4 (Board Retreat)</li> <li>• Resolution: Increase Board Compensation and Approve Excused Absences</li> <li>• FY Open Purchase Orders for Meals, Refreshments</li> <li>• Resolution: GANN Limit</li> </ul>	



# BOARD MASTER PLANNING ACTION CALENDAR

Submitted for Information August 10, 2023

<b>MONTHLY</b>	<b>CONSENT AGENDA</b>	<ul style="list-style-type: none"> <li>- Minutes (CO)</li> <li>Classification advancements for academic (article?)</li> <li>Non-Instructional Pay &amp; Stipends (Article 10 wages?)</li> <li>/reduced Workload (Article 22)</li> <li>Tuition reimbursement</li> <li>Employment contracts &amp; tenure track contracts</li> <li>Promotions, transfers, reclassifications, step advancements</li> <li>- NEW HIRES</li> <li>- Adjunct and Substitute Employees (HR)</li> <li>- Classified Personnel (HR)</li> <li>- Management Personnel (HR)</li> <li>- Other Personnel (HR)</li> <li>-</li> <li>- Job Descriptions and Salary Schedules (HR)</li> <li>- CSEA/CTA/POA Agreements (HR)</li> </ul>	<ul style="list-style-type: none"> <li>- Curriculum Modifications (CHC/SBVC)</li> <li>- College Donations (BFS)</li> <li>Special Event Approvals(BFS)</li> <li>Conferences Over \$5K or Outside US (BFS)</li> <li>District/College Expenses (BFS)</li> <li>- Individual Memberships (CO)</li> <li>Surplus Property &amp; Authorization for Private Sale or Disposal (BFS)</li> <li>Contracts Above Bid Limit (BFS)</li> <li>Resolution: Fund Balance Transfer (BFS)</li> <li>Ratification of Interfund Transfers (BFS)</li> <li>Signature List Changes(BFS)</li> </ul>	<ul style="list-style-type: none"> <li>Bond Construction COs/Amendments (FAC)</li> <li>Non-Bond Construction COs/Amendments(FAC)</li> <li>Informal Bid Award (UCCAP) (FAC)</li> <li>CBOC Appointees (FAC)</li> <li>Award RFQ/RFP/Bids &amp; Contracts (FAC)</li> <li>Master Service Agreement &amp; Task Orders for Bond Construction (FAC)</li> <li>Small Scale Construction Contract Award()</li> </ul> <p><b>ACTION: Board Policies Final Approval</b></p>
	<b>INFORMATION ITEMS REPORTS/UPDATES</b>	<ul style="list-style-type: none"> <li>Applause Recognition (CO)</li> <li>Retirements (HR)</li> <li>3 Minute Reports: Board Committees and Board Activities, Chancellor, Executive Managers, and Represented Groups</li> </ul>	<ul style="list-style-type: none"> <li>Board Master Planning Action Calendar (CO)</li> <li>P&amp;P Review Schedule (CO)</li> <li>Board Policies (1<sup>st</sup> reading) (CO)</li> <li>Budget Revenue &amp; Expenditure Summary ()</li> <li>General Fund Cash Flow Analysis()</li> <li>Purchase Order Report ()</li> <li>Contracts Below Bid Limit ()</li> </ul>	<ul style="list-style-type: none"> <li>CSEA/CTA/POA MOUs()</li> <li>Professional Expert, Short-Term, and Substitute Employees()</li> <li>Resignations()</li> <li>Volunteers()</li> <li>-</li> </ul>

<b>JULY</b>	<ul style="list-style-type: none"> <li>• P&amp;Ps 6320</li> <li>• Resolution: Transfer of Appropriations for the FY</li> <li>• PARS Transactions Related to Tentative Budget</li> </ul>	<ul style="list-style-type: none"> <li>• Quarterly Financial Status Report (CCFS)</li> <li>• 2020-2027 ACCJC Institutional Self-Evaluation Report 1<sup>st</sup> Reading (by 8/1)</li> <li>• 2020-2024 ACCJC Midterm Report 1st Reading</li> <li>• 2020-2023 District Technology Strategic Plan (2020)</li> </ul>
<b>AUGUST</b>	<ul style="list-style-type: none"> <li>• P&amp;Ps 2745, 2435, 1100, 1200</li> <li>• Final Budget Presentation (strategy session 4th Thursday)</li> <li>• Reaffirm or Revise Mission, Vision, Values (2022)</li> </ul>	<ul style="list-style-type: none"> <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> </ul>
<b>SEPTEMBER</b>	<ul style="list-style-type: none"> <li>• 2020-2024 ACCJC Midterm Report final approval (by 10/1)</li> <li>• 2020-2027 ACCJC Institutional Self-Evaluation Report final approval (by 10/1)</li> <li>• Grant Sabbaticals (notice required to employees by 10/1)</li> </ul>	<ul style="list-style-type: none"> <li>• 2023-2026 EEO Plan (by 10/2) - <b>ACTION</b></li> <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> </ul>
<b>OCTOBER</b>	<ul style="list-style-type: none"> <li>• Campus Advisory Committees</li> <li>• Annual Security Report</li> <li>• Quarterly Financial Status Report (CCFS)</li> <li>• P&amp;P Review</li> <li>• 24-26 Academic Calendar</li> <li>• Emergency Operations Plan (8/14)</li> </ul>	<ul style="list-style-type: none"> <li>• Initial Proposals to Reopen Negotiations with CSEA/CTA</li> <li>• Sabbatical Completion Reports from fall 2022 and spring 2023                             <ul style="list-style-type: none"> <li>○ Joel Murphy (2022), Mark McConnell (2023), Scott Rippy (2023), Jeremiah Gilbert (2023)</li> </ul> </li> <li>• Sabbatical Completion Report from fall 2023 and spring 2024, Colleen Hinds</li> </ul>
<b>NOVEMBER</b>	<ul style="list-style-type: none"> <li>• Full-Time Faculty Obligation Report (110/FFO due by 11/30)</li> </ul>	<ul style="list-style-type: none"> <li>• 2022-2025 Student Equity Plans</li> </ul>

# BOARD MASTER PLANNING ACTION CALENDAR

Submitted for Information August 10, 2023

<b>MONTHLY</b>	<b>CONSENT AGENDA</b>	<ul style="list-style-type: none"> <li>- Minutes (CO)</li> <li>Classification advancements for academic (article?)</li> <li>Non-Instructional Pay &amp; Stipends (Article 10 wages?)</li> <li>/reduced Workload (Article 22)</li> <li>Tuition reimbursement</li> <li>Employment contracts &amp; tenure track contracts</li> <li>Promotions, transfers, reclassifications, step advancements</li> <li>- NEW HIRES</li> <li>- Adjunct and Substitute Employees (HR)</li> <li>- Classified Personnel (HR)</li> <li>- Management Personnel (HR)</li> <li>- Other Personnel (HR)</li> <li>-</li> <li>- Job Descriptions and Salary Schedules (HR)</li> <li>- CSEA/CTA/POA Agreements (HR)</li> </ul>	<ul style="list-style-type: none"> <li>- Curriculum Modifications (CHC/SBVC)</li> <li>- College Donations (BFS)</li> <li>Special Event Approvals(BFS)</li> <li>Conferences Over \$5K or Outside US (BFS)</li> <li>District/College Expenses (BFS)</li> <li>- Individual Memberships (CO)</li> <li>Surplus Property &amp; Authorization for Private Sale or Disposal (BFS)</li> <li>Contracts Above Bid Limit (BFS)</li> <li>Resolution: Fund Balance Transfer (BFS)</li> <li>Ratification of Interfund Transfers (BFS)</li> <li>Signature List Changes(BFS)</li> </ul>	<ul style="list-style-type: none"> <li>Bond Construction COs/Amendments (FAC)</li> <li>Non-Bond Construction COs/Amendments(FAC)</li> <li>Informal Bid Award (UCCAP) (FAC)</li> <li>CBOC Appointees (FAC)</li> <li>Award RFQ/RFP/Bids &amp; Contracts (FAC)</li> <li>Master Service Agreement &amp; Task Orders for Bond Construction (FAC)</li> <li>Small Scale Construction Contract Award()</li> </ul> <p><b>ACTION: Board Policies Final Approval</b></p>
	<b>INFORMATION ITEMS REPORTS/UPDATES</b>	<ul style="list-style-type: none"> <li>Applause Recognition (CO)</li> <li>Retirements (HR)</li> <li>3 Minute Reports: Board Committees and Board Activities, Chancellor, Executive Managers, and Represented Groups</li> </ul>	<ul style="list-style-type: none"> <li>Board Master Planning Action Calendar (CO)</li> <li>P&amp;P Review Schedule (CO)</li> <li>Board Policies (1<sup>st</sup> reading) (CO)</li> <li>Budget Revenue &amp; Expenditure Summary ()</li> <li>General Fund Cash Flow Analysis()</li> <li>Purchase Order Report ()</li> <li>Contracts Below Bid Limit ()</li> </ul>	<ul style="list-style-type: none"> <li>CSEA/CTA/POA MOUs()</li> <li>Professional Expert, Short-Term, and Substitute Employees()</li> <li>Resignations()</li> <li>Volunteers()</li> <li>-</li> </ul>

<b>DECEMBER</b>	<p><b>ANNUAL MEETING</b></p> <p>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>BUSINESS MEETING</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>
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## **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:** August 10, 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 2023-24 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 2023-24 fiscal year through July 18, 2023. As of that date, SBCCD was 4.9% through the fiscal year and had spent and/or encumbered approximately 4.4% of its budgeted unrestricted general fund.

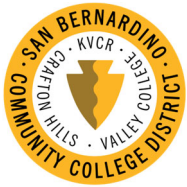
### **SBCCD GOALS**

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 7/18/23

[v.7.20.2023.p.1|2]

### 4.9% of Fiscal Year Elapsed

FUND	REVENUES			EXPENDITURES			COMMENTS
	Budget	Received YTD		Budget	Expensed/ Encumbered YTD		
110 General Fund - Unrestricted	138,840,821	924,541	0.7%	138,774,469	6,120,237	4.4%	Expenditures are consistent with the needs of the fund given the current climate.
125 General Fund - Restricted	111,369,336	7,163	0.0%	111,369,337	7,355,171	6.6%	
215 Bond Interest & Redemption	58,000,000	-	0.0%	58,000,000	-	0.0%	
335 Child Development	5,065,998	-	0.0%	5,065,997	226,849	4.5%	
390 KVCR	8,638,449	979	0.0%	8,638,449	365,234	4.2%	
410 Capital Outlay	13,437,251	-	0.0%	14,615,412	-	0.0%	
435 Measure M	450,000	-	0.0%	19,714,856	76,546	0.4%	
445 Measure CC	4,500,000	-	0.0%	309,895,696	37,349,461	12.1%	Purchase order covering expenses for the entire fiscal year are created early in the year.
590 Investment Properties	3,844,231	-	0.0%	3,032,857	35,000	1.2%	
615 Workers Compensation	2,444,920	-	0.0%	2,870,000	1,582,706	55.1%	Purchase order covering expenses for the entire fiscal year are created early in the year.
620 Self Insurance-Liability	800,000	-	0.0%	1,250,000	-	0.0%	
690 Retiree Benefit	387,700	-	0.0%	387,700	-	0.0%	
730 Student Body Center Fee	252,785	-	0.0%	252,785	5,000	2.0%	
765 OPEB Trust	1,000,000	-	0.0%	82,000	-	0.0%	
775 PARS Trust	5,050,000	-	0.0%	3,100,000	-	0.0%	
890 Inland Futures Foundation	1,395,791	-	0.0%	1,395,791	99,671	7.1%	
<b>Total (All Funds)</b>	<b>355,477,282</b>	<b>932,683</b>	<b>0.3%</b>	<b>678,445,349</b>	<b>53,215,875</b>	<b>7.8%</b>	

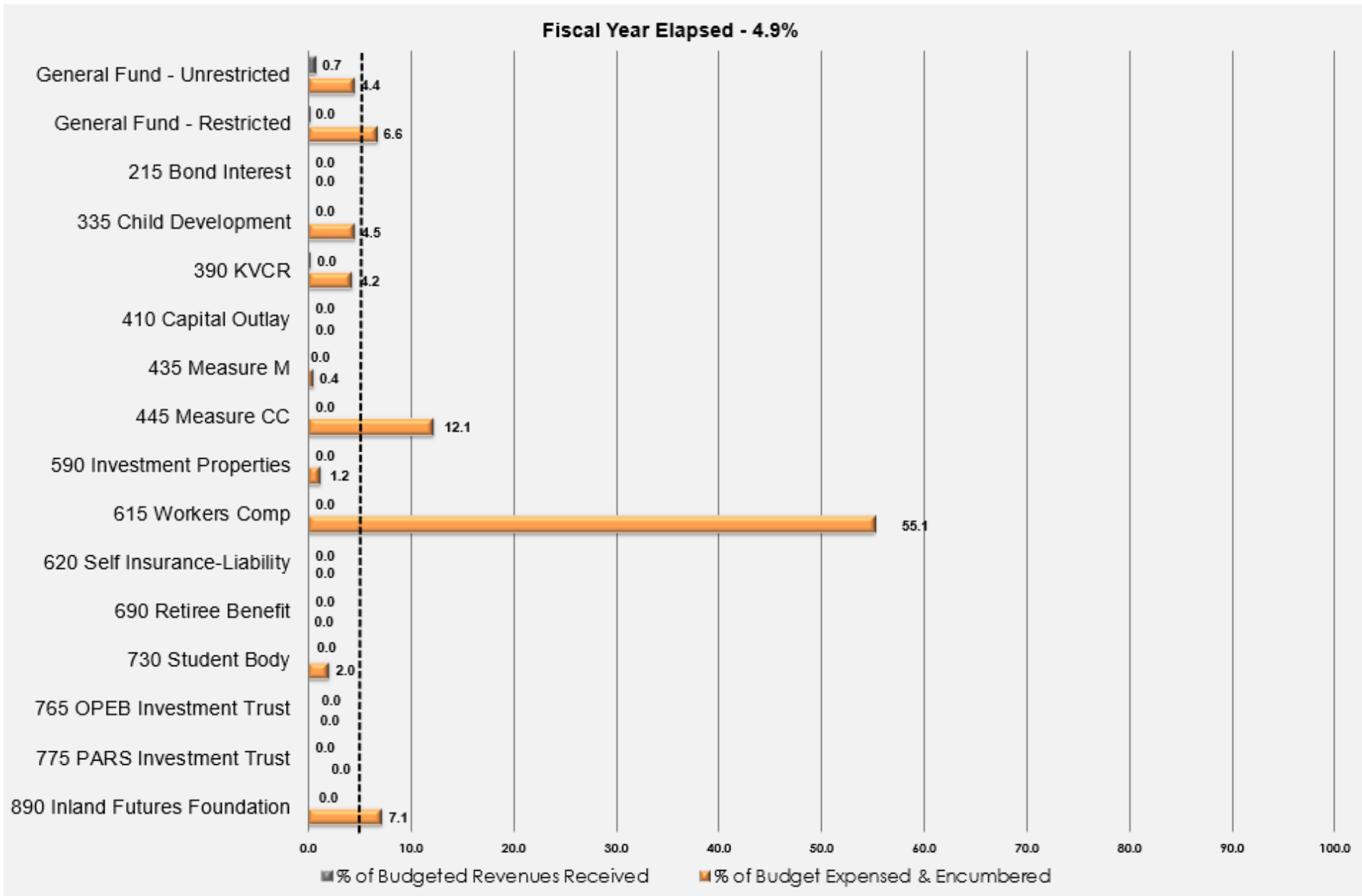




# Budget Revenue & Expenditure Summary

Year to Date 7/18/23

[v.7.20.2023.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:** Farrah Farzaneh, Director, Facilities Planning, Emergency Management & Construction

**DATE:** August 10, 2023

**SUBJECT:** Construction Change Orders and Amendments – Measure CC

### **RECOMMENDATION**

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

### **OVERVIEW**

In January 2022, the Board of Trustees approved the Revised Construction Change Order Board Approval Process. The process includes a program-wide Measure CC construction change order percentage goal of 5% or less. In addition, change orders that are <\$250,000 which result in a cumulative increase to a contract of <10% of its original value will be authorized by the Chancellor or her designee and presented to the Board for information at the next available business meeting.

### **ANALYSIS**

A detailed summary of all Measure CC Program Change Orders is attached. The change orders listed were determined to be necessary to support the completion of design and construction, found to be fair and reasonable, and written in accordance with approved procedures and goals.

Total Measure CC Construction Contracts	Total Measure CC Change Order Amount	Program-Wide Change Order %
\$349,059,166	\$1,612,961	0.46%

### **SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

The costs of these change orders will be included in the appropriate construction budget.



Presented for Information on August 10, 2023



**SBCCD  
CONSTRUCTION CHANGE ORDER SUMMARY**

Campus	Original Contract Amount	Change Orders	New Contract Amount	Change Order % of Program Contracts
CC01-1000 : San Bernardino Valley College	\$231,250,322.88	\$1,299,578.64	\$232,549,901.52	0.56%
CC02-2000 : Crafton Hills College	\$117,622,343.27	\$308,570.98	\$117,930,914.25	0.26%
CC03-3000 : San Bernardino Community College District Wide	\$186,500.17	\$4,812.02	\$191,312.19	2.58%
<b>TOTAL FOR CHANGE ORDERS</b>	<b>\$349,059,166.32</b>	<b>\$1,612,961.64</b>	<b>\$350,672,127.96</b>	<b>0.46%</b>



**SBCCD**  
**CONSTRUCTION CHANGE ORDER SUMMARY**  
**CC01-1000 : San Bernardino Valley College**

CC01-1000 : San Bernardino Valley College				
Projects	Original Contract Amount	Change Orders	New Contract Amount	Change Order % of Campus Contracts
CC01-3601 : Technical Building Replacement (DBB)	\$69,832,624.00	\$757,637.00	\$70,590,261.00	1.08%
CC01-3605 : Softball Field	\$3,605,400.00	\$357,750.00	\$3,963,150.00	9.92%
CC01-3606 : Student Services Building (New Construction)	\$79,028,833.00	\$0	\$79,028,833.00	-
CC01-3608 : Career Pathways Phase 2 (PDB)	\$65,436,634.00	\$0	\$65,436,634.00	-
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	\$13,346,831.88	\$184,191.64	\$13,531,023.52	1.38%
<b>CC01-1000 : San Bernardino Valley College Total</b>	<b>\$231,250,322.88</b>	<b>\$1,299,578.64</b>	<b>\$232,549,901.52</b>	<b>0.56%</b>

**CC01-1000 : San Bernardino Valley College - Executed Change Orders To Date**

Project	Contract	Change Order	Original Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0007	\$1,866,000.00	\$4,118.23	0.22%	3.41%	21-Jun-23	10-Aug-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Allison Mechanical, Inc. SBVC Campus-Wide Infrastructure	Allison Mechanical, Inc. - Change Order #0002	\$495,230.00	\$36,366.48	7.34%	7.34%	20-Jun-23	10-Aug-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	G.A. Technical Services, Inc. SBVC CWI Utility Upgrades	G.A. Technical Services, Inc. - Change Order #0001***	\$171,500.00	\$19,223.96	11.21%	11.21%	13-Jul-23	13-Jul-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0002	\$7,582,683.00	\$3,629.00	0.05%	0.44%	24-May-23	13-Jul-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Icon West, Inc. SBVC CWI East Wing Mechanical Improvements	Icon West, Inc. - Change Order #0001	\$7,582,683.00	\$30,099.00	0.40%	0.40%	24-May-23	13-Jul-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Allison Mechanical, Inc. SBVC Old Central Plant Re-Purpose	Allison Mechanical, Inc. - Change Order #0001	\$495,230.00	\$0	-	-	24-May-23	13-Jul-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0008	\$69,832,624.00	\$10,524.00	0.02%	1.08%	24-May-23	13-Jul-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0007	\$69,832,624.00	\$21,097.00	0.03%	1.07%	24-May-23	13-Jul-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Rebekah and Company	Rebekah and Company - Change Order #0001	\$324,089.00	\$16,000.00	4.94%	4.94%	10-Apr-23	08-Jun-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0006	\$1,866,600.00	\$1,606.33	0.09%	3.19%	30-Mar-23	11-May-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0005	\$1,866,600.00	\$12,861.33	0.69%	3.10%	30-Mar-23	11-May-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0005	\$69,832,624.00	\$165,093.00	0.24%	1.04%	23-Mar-23	11-May-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0004	\$69,832,624.00	\$119,278.00	0.17%	0.80%	23-Mar-23	11-May-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0003	\$69,832,624.00	\$244,500.00	0.35%	0.63%	23-Mar-23	11-May-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0002	\$69,832,624.00	\$123,660.00	0.18%	0.28%	23-Mar-23	11-May-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0006	\$69,832,624.00	\$1,757.00	0.003%	0.11%	22-Mar-23	11-May-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0003	\$1,866,600.00	\$25,839.21	1.38%	2.41%	01-Feb-23	09-Mar-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0004	\$1,866,600.00	\$1,643.34	0.09%	1.03%	31-Jan-23	09-Mar-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0002	\$1,866,600.00	\$6,884.46	0.37%	0.94%	31-Jan-23	09-Mar-23
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	RAN Enterprises, Inc. SBVC PS&HLS Mechanical Improvements	RAN Enterprises, Inc. - Change Order #0001	\$1,866,600.00	\$10,670.11	0.57%	0.57%	12-Jan-23	09-Mar-23
CC01-3601 : Technical Building Replacement (DBB)	Icon West, Inc.	Icon West, Inc. - Change Order #0001	\$69,832,624.00	\$71,728.00	0.10%	0.10%	22-Nov-22	12-Jan-23
CC01-3605 : Softball Field	Green Contractor Studio Construction Agreement	Green Contractor Studio, Inc Change Order #1**	\$3,587,500.00	\$357,750.00	9.97%	9.97%	09-Sep-22	08-Sep-22



**SBCCD**  
**CONSTRUCTION CHANGE ORDER SUMMARY**  
**CC01-1000 : San Bernardino Valley College**

<b>CC01-1000 : San Bernardino Valley College</b>				
Projects	Original Contract Amount	Change Orders	New Contract Amount	Change Order % of Campus Contracts
CC01-3601 : Technical Building Replacement (DBB)	\$69,832,624.00	\$757,637.00	\$70,590,261.00	1.08%
CC01-3605 : Softball Field	\$3,605,400.00	\$357,750.00	\$3,963,150.00	9.92%
CC01-3606 : Student Services Building (New Construction)	\$79,028,833.00	\$0	\$79,028,833.00	-
CC01-3608 : Career Pathways Phase 2 (PDB)	\$65,436,634.00	\$0	\$65,436,634.00	-
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	\$13,346,831.88	\$184,191.64	\$13,531,023.52	1.38%
<b>CC01-1000 : San Bernardino Valley College Total</b>	<b>\$231,250,322.88</b>	<b>\$1,299,578.64</b>	<b>\$232,549,901.52</b>	<b>0.56%</b>

**CC01-1000 : San Bernardino Valley College - Executed Change Orders To Date**

Project	Contract	Change Order	Original Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	Neff Construction, Inc.	Neff Construction - Change Order #001*	\$31,585.00	\$2,140.00	6.78%	6.78%	22-Aug-22	08-Sep-22
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	C.I. Services Construction Agreement - Campus Roof Replacement	C.I. Services - Change Order #02*	\$398,000.00	\$23,512.86	5.91%	9.41%	18-May-22	08-Sep-22
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	C.I. Services Construction Agreement - Campus Roof Replacement	C.I. Services - Change Order #01	\$398,000.00	\$13,937.73	3.50%	3.50%	04-May-22	09-Jun-22
CC01-3608 : Career Pathways Phase 2 (PDB)	Sundt Construction Inc.	Sundt CO #01 - Insurance Language Update	\$65,436,634.00	\$0	-	-	10-Jan-22	12-May-22
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	PGC Construction, Inc. SBVC Library Roofing	PGC Construction Inc. CO#003	\$483,000.00	-\$10,000.00	-2.07%	-5.04%	29-Jul-21	07-Oct-21
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	PGC Construction, Inc. SBVC Library Roofing	PGC Construction, Inc. - Change Order #02	\$483,000.00	\$0	-	-2.97%	08-Feb-21	13-May-21
CC01-3610 : Campus-Wide Infrastructure SBVC (DBB)	PGC Construction, Inc. SBVC Library Roofing	PGC Construction, Inc. - Change Order #01	\$483,000.00	-\$14,340.40	-2.97%	-2.97%	28-Oct-20	14-Jan-21
<b>CC01-1000 : San Bernardino Valley College - Executed Change Orders To Date</b>				<b>\$1,299,578.64</b>				

\* Chancellor concurrence received due to the single and/or cumulative change order percent being greater than 5% but less than 10%

\*\* Change order greater than \$250,000

\*\*\* Change order is above the 10% threshold and is being submitted to the Board of Trustees for approval



**SBCCD  
CONSTRUCTION CHANGE ORDER SUMMARY  
CC02-2000 : Crafton Hills College**

CC02-2000 : Crafton Hills College				
Projects	Original Contract Amount	Change Orders	New Contract Amount	Change Order % of Campus Contracts
CC02-3623 : Gym Demolition (DBB)	\$1,255,579.18	\$96,347.19	\$1,351,926.37	7.67%
CC02-3625 : Public Safety Training Center (DB)	\$6,781,795.00	\$0	\$6,781,795.00	-
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	\$11,923,533.09	\$108,742.28	\$12,032,275.37	0.91%
CC02-3631 : Instructional Building (New Construction)	\$40,648,641.00	\$0	\$40,648,641.00	-
CC02-3633 : Central Complex 2 Renovation (PDB)	\$9,090,787.00	\$0	\$9,090,787.00	-
CC02-3634 : Child Development Center Renovation (DBB)	\$2,023,008.00	\$103,481.51	\$2,126,489.51	5.12%
CC02-3635 : Performing Arts Center (DBB)	\$45,899,000.00	\$0	\$45,899,000.00	-
<b>CC02-2000 : Crafton Hills College Total</b>	<b>\$117,622,343.27</b>	<b>\$308,570.98</b>	<b>\$117,930,914.25</b>	<b>0.26%</b>

**CC02-2000 : Crafton Hills College - Executed Change Orders To Date**

Project	Contract	Change Order	Original Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Hamel Contracting, Inc. CHC CWI Campus Accessibility and Site Improvements	Hamel - Change Order #02	\$835,134.45	\$850.00	0.10%	1.14%	05-Jun-23	13-Jul-23
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Hamel Contracting, Inc. CHC CWI Campus Accessibility and Site Improvements	Hamel - Change Order #01	\$835,134.45	\$8,697.66	1.04%	1.04%	01-Jun-23	13-Jul-23
CC02-3634 : Child Development Center Renovation (DBB)	Hamel Contracting, Inc. Construction Agreement	Hamel - Change Order #02*	\$2,023,008.00	\$5,229.04	0.26%	5.12%	24-Feb-23	11-May-23
CC02-3634 : Child Development Center Renovation (DBB)	Hamel Contracting, Inc. Construction Agreement	Hamel - Change Order #01	\$2,023,008.00	\$98,252.47	4.86%	4.86%	15-Feb-23	11-May-23
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	TotalEnergies (formerly SunPower) DB Contract - CHC CWI Solar PV	TotalEnergies Renewables, LLC - Change Order #02	\$7,308,428.00	\$17,169.50	0.23%	-0.01%	08-Dec-22	09-Feb-23
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	TotalEnergies (formerly SunPower) DB Contract - CHC CWI Solar PV	SunPower Corporation, Systems - Change Order #01	\$7,308,428.00	-\$17,891.20	-0.24%	-0.24%	10-Oct-22	10-Nov-22
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Baker Electric, Inc. CHC LRC Generator & Equipment Dec. 2021	Baker - Change Order #01	\$686,675.00	-\$19,592.00	-2.85%	-2.85%	17-Mar-22	12-May-22
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Mariposa Landscape, Inc. CWI Campus Wide Irrigation Upgrades	Mariposa - Change Order #02*	\$392,213.00	\$11,088.23	2.83%	5.54%	14-Feb-22	12-May-22
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Mariposa Landscape, Inc. CWI Campus Wide Irrigation Upgrades	Mariposa - Change Order #01	\$392,213.00	\$10,641.88	2.71%	2.71%	01-Nov-21	13-Jan-22
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Borden Excavating, Inc. CHC CWI Building 17 Main Repair	Borden Excavating - Change Order #01	\$22,000.00	-\$5,225.46	-23.75%	-23.75%	07-Oct-21	18-Nov-21
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Borden Excavating, Inc. CHC CWI Building 17 Main Repair - Phase 2	Borden Excavating - Change Order #01	\$15,000.00	-\$4,592.20	-30.61%	-30.61%	07-Oct-21	18-Nov-21
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Mike's Custom Flooring, Inc. M&O Office Trailer Upgrades	Mike's Custom Flooring - Change Order #01	\$8,000.00	-\$418.00	-5.23%	-5.23%	01-Oct-21	18-Nov-21
CC02-3623 : Gym Demolition (DBB)	Mac Dad Builders, Inc.	Mac Dad - Change Order #03*	\$1,074,000.00	\$49,449.22	4.60%	8.26%	07-Sep-21	07-Oct-21
CC02-3623 : Gym Demolition (DBB)	Borden Excavating, Inc. CHC Gym Demo - Bldg 17 Phase 3	Borden Excavating - Change Order #01*	\$77,555.00	\$7,629.57	9.84%	9.84%	26-Aug-21	07-Oct-21
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Climatec LLC	Climatec - Change Order #02*	\$435,592.00	\$41,166.00	9.45%	9.45%	29-Jun-21	07-Oct-21
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Champion Electric, Inc. CHC CWI Exterior Lighting Improvements	Champion Electric - Change Order #02*	\$834,900.00	\$62,480.87	7.48%	8.01%	28-Jun-21	07-Oct-21
CC02-3623 : Gym Demolition (DBB)	Mac Dad Builders, Inc.	Mac Dad - Change Order #02	\$1,074,000.00	\$34,757.37	3.24%	3.66%	09-Jun-21	12-Aug-21
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Champion Electric, Inc. CHC CWI Exterior Lighting Improvements	Champion Electric - Change Order #01	\$834,900.00	\$4,367.00	0.52%	0.52%	01-Apr-21	13-May-21
CC02-3623 : Gym Demolition (DBB)	Mac Dad Builders, Inc.	Mac Dad - Change Order #01	\$1,074,000.00	\$4,511.03	0.42%	0.42%	22-Feb-21	08-Apr-21
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	Climatec LLC	Climatec - Change Order #01	\$435,592.00	\$0	-	-	16-Feb-21	08-Apr-21

Presented for Information on August 10, 2023



**SBCCD**  
**CONSTRUCTION CHANGE ORDER SUMMARY**  
**CC02-2000 : Crafton Hills College**

CC02-2000 : Crafton Hills College				
Projects	Original Contract Amount	Change Orders	New Contract Amount	Change Order % of Campus Contracts
CC02-3623 : Gym Demolition (DBB)	\$1,255,579.18	\$96,347.19	\$1,351,926.37	7.67%
CC02-3625 : Public Safety Training Center (DB)	\$6,781,795.00	\$0	\$6,781,795.00	-
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	\$11,923,533.09	\$108,742.28	\$12,032,275.37	0.91%
CC02-3631 : Instructional Building (New Construction)	\$40,648,641.00	\$0	\$40,648,641.00	-
CC02-3633 : Central Complex 2 Renovation (PDB)	\$9,090,787.00	\$0	\$9,090,787.00	-
CC02-3634 : Child Development Center Renovation (DBB)	\$2,023,008.00	\$103,481.51	\$2,126,489.51	5.12%
CC02-3635 : Performing Arts Center (DBB)	\$45,899,000.00	\$0	\$45,899,000.00	-
<b>CC02-2000 : Crafton Hills College Total</b>	<b>\$117,622,343.27</b>	<b>\$308,570.98</b>	<b>\$117,930,914.25</b>	<b>0.26%</b>

CC02-2000 : Crafton Hills College - Executed Change Orders To Date								
Project	Contract	Change Order	Original Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
<b>CC02-2000 : Crafton Hills College - Executed Change Orders To Date</b>				<b>\$308,570.98</b>				

\* Chancellor concurrence received due to the single and/or cumulative change order percent being greater than 5% but less than 10%

\*\* Change order greater than \$250,000

\*\*\* Change order is subject to the limitations determined by SBCCD's Uniform Construction Cost Accounting Procedures program for construction contracts between \$60,000 and \$200,000



**SBCCD**  
**CONSTRUCTION AMENDMENT SUMMARY**  
**CC02-2000 : Crafton Hills College**

**CC02-2000 : Crafton Hills College**

**CC02-2000 : Crafton Hills College - Contract Amendments**

Project	Contract	Amendment	Original Contract Amount	Previous Amendments Cumulative Total	This Amendment Amount	Total Contract Amount	Executed Date	Board Date
CC02-3633 : Central Complex 2 Renovation	W. E. O'Neil Construction Co.	Amendment #01 - Establishment of Guaranteed Maximum Price (GMP)	\$9,090,787.00	\$0	\$418,359.00	\$9,509,146.00	PENDING	13-Jul-23
CC02-3625 : Public Safety Training Center (DB)	Erickson-Hall Construction Co.	Amendment #02 - Establishment of Guaranteed Maximum Price (GMP)	\$6,781,795.00	\$2,095,578.00	-\$376,256.00	\$8,501,117.00	07-Dec-22	12-Jan-23
CC02-3626 : Campus-Wide Infrastructure CHC (DBB)	SunPower Corporation, Systems DB Contract - CHC CWI Solar PV	Amendment #01 - Change in Photovoltaic Module Model and the Production Guarantee (No Cost Impact)	\$7,308,428.00	\$0	\$0	\$7,308,428.00	10-Oct-22	10-Nov-22



Presented for Information on August 10, 2023



**SBCCD**  
**CONSTRUCTION CHANGE ORDER SUMMARY**  
**CC03-3000 : San Bernardino Community College District Wide**

<b>CC03-3000 : San Bernardino Community College District</b>				
Projects	Original Contract Amount	Change Orders	New Contract Amount	Change Order % of Campus Contracts
CC03-0002 : Program Expenses	\$695.00	\$0	\$695.00	-
CC03-3640 : District-Wide	\$185,805.17	\$4,812.02	\$190,617.19	2.59%
<b>CC03-3000 : San Bernardino Community College</b>	<b>\$186,500.17</b>	<b>\$4,812.02</b>	<b>\$191,312.19</b>	<b>2.58%</b>

<b>CC03-3000 : San Bernardino Community College District Wide - Executed Change Orders To Date</b>								
Project	Contract	Change Order	Original Contract Amount	Change Orders	Individual Change Order % of Contract	Cumulative Change Order % of Contracts	Executed Date	Board Date
CC03-3640 : District-Wide	J.A. Urban, Inc. District PMO Office TI	J.A. Urban PMO TI - Change Order #002 - No Cost Time Extension	\$185,805.17	\$0	-	2.59%	17-Mar-21	13-May-21
CC03-3640 : District-Wide	J.A. Urban, Inc. District PMO Office TI	J.A. Urban District PMO TI - Change Order #001	\$185,805.17	\$4,812.02	2.59%	2.59%	19-Nov-20	14-Jan-21
<b>CC03-3000 : San Bernardino Community College District Wide - Executed Change Orders To Date</b>				<b>\$4,812.02</b>				

## **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:** August 10, 2023

**SUBJECT:** Construction Change Orders and Amendments – Non-Bond

### **RECOMMENDATION**

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

### **OVERVIEW**

In January 2022, the Board of Trustees approved the Revised Construction Change Order Board Approval Process. Based on the approved process, change orders <\$250,000 which result in a cumulative increase to the contract of <10% of its original value will be authorized by the Chancellor or her designee and presented to the Board for information at the next available business meeting.

### **ANALYSIS**

The Change Orders listed on the attached were determined to be necessary to support the completion of design and construction, found to be fair and reasonable, and written in accordance with approved SBCCD procedures and goals.

### **SBCCD GOALS**

4. Ensure Fiscal Accountability/Sustainability

### **FINANCIAL IMPLICATIONS**

The costs of these change orders will be included in the appropriate construction budget.





## Construction Change Orders – Non-Bond

### Presented for Information August 10, 2023

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Project	Contract	Change Order	Original Contract Amount	Change Order Amount	Individual CO % of Contract	Cumulative CO % of Contract	New Contract Amount	Executed Date	Presented for Information & Board Date
03-2223-04 Renovation at 550 E Hospitality Ln, Suite 300	J A Urban	CO-01	\$862,558	\$23,760	2.68 %	2.68%	\$886,318	6/6/2023	8/10/2023
SM 01-2122-05 BAS Replacement at SBVC	Control Air Enterprises /ACCS	CO-01	\$359,380	\$25,900	9.98 %	9.98 %	\$385,280	6/19/2023	8/10/2023

## **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:** August 10, 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.



### Contract Under Bid Limit and Income Contracts

Board Date 08/10/2023

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24806	Ad Partum Creative LLC	On Demand Services	First Year/SBVC	\$25,000.00		
24805	Ad Partum Creative LLC	Professional Services	First Year/SBVC	\$815.63		
24794	Administrative Software Applications, Inc. (ASAP)	Software/Online Services	Mathematics/SBVC	\$35,301.31		
24788	Aument, Madison	Professional Services	KVCR/KVCR	\$33,000.00		
24776	Becker, Nanobah	Broadcasting Rights	KVCR/KVCR	\$3,500.00		
20337	Butte-Glenn CCD	Income - Amendment	EDCT/SBCCD		\$402,655.00	
24807	C&F Shaved Enterprises dba Tikiz Shaved Ice & Ice Cream	Catering	First Year/SBVC	\$1,525.00		
24808	C&F Shaved Enterprises dba Tikiz Shaved Ice & Ice Cream	Catering	First Year/SBCCD	\$1,830.00		
24809	C&F Shaved Enterprises dba Tikiz Shaved Ice & Ice Cream	Catering	First Year/SBVC	\$3,050.00		
24780	California Department of Corrections & Rehabilitation	Clinicals	Psychiatric Technology/SBVC	No Cost		
24778	Castle Branch, Inc.	Drug Testing Services	CTE/CHC	No Cost		

## Contract Under Bid Limit and Income Contracts

Board Date 08/10/2023

2 of 5

Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24779	CCC Chancellor's Office	Income -Amendment 02	Grants/SBVC		\$1,721,177.00	\$1,457,897.00
24781	Civicplus Inc.	Software/Online Services	Pool/CHC	\$30,000.00		
24782	Community Action Partnership of San Bernardino County	Participation Agreement	DSO - ESSS/SBCCD	No Cost		
24802	Computerized Embroidery Company, The	Production of Logo Items	Science/SBVC	\$2,471.67		
24810	Crown Promotions Group Inc.	Production of Logo Items	First Year/SBVC	\$4,196.75		
24783	Delta Sigma Theta	Income - Studio Production	KVCR/KVCR		\$10,000.00	
22514	Duck & Owl LLC	Income - Facilities Use	Administrative Services/CHC		\$20,000.00	
24772	EMCOR Service Mesa Energy	Repairs	Maintenance/ CHC	\$10,465.00		
24775	EMCOR Service Mesa Energy	Repairs	Maintenance/ SBVC	\$29,391.00		
24803	Erby, Kyle	Speaker	Outreach/ SBVC	\$3,170.00		
24784	FilmTools	Software/Online Services	KVCR/KVCR	\$71,293.87		

## Contract Under Bid Limit and Income Contracts

Board Date 08/10/2023

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Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24785	Flores, Daniel	Broadcasting Rights	KVCR/KVCR	\$4,300.00		
24786	Foundation for California Community Colleges	Participation Agreement	Technical Training/SBVC	No Cost		
24800	Intermex, Inc.	Bus Rental	EOP&S/CHC	\$1,400.00		
24801	Intermex, Inc.	Bus Rental	EOP&S/CHC	\$1,300.00		
24787	ISES Corporation	Software/Online Services	Facilities Planning/SBCCD	\$3,975.00		
24799	Jewish Vocational Services	Income - Training Agreement	EDCT/SBCCD		\$15,900.00	
24797	La Verne, University of	Transfer Admission Guarantee	Transfer Center/CHC/SBVC	No Cost		
24798	Loma Linda University - School	Transfer Admission Guarantee	Transfer Center/CHC	No Cost		
24789	Medical Billing Technologies, Inc.	Income - General	Health Center/CHC		\$24,000.00	
24793	P2C Solutions, LLC	Consultants	Mathematics/SBVC	\$48,250.00		
24790	Party Plus Rental	Rental	First Year/SBVC	\$2,360.00		

## Contract Under Bid Limit and Income Contracts

Board Date 08/10/2023

4 of 5

Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24811	Party Plus Rental	Rental	First Year/SBVC	\$1,550.00		
22242	Quest Diagnostics	Medical Lab Testing Services	Student Health Center/SBVC	\$8,000.00		\$4,000.00
22234	RingCentral Inc.	Amendment 02	TESS/SBCCD	\$91,707.72		\$18,352.08
24773	Riverside CCD	Income - Training Agreement	EDCT/SBCCD		\$2,500.00	
19482	San Bernardino, County of	Income - Amendment 03	EDCT/SBCCD		\$11,500,000.00	\$4,000,000.00
24812	Silva, Joseph dba Q Bellies BBQ	Catering	First Year/SBVC	\$5,400.00		
24791	Strata Information Group (SIG)	Professional Services	TESS/SBCCD	\$49,500.00		
24792	Strategic Energy Innovations (SEI)	Participation Agreement	Facilities Planning/SBCCD	\$70,448.00		
24795	Supreme Youth Football Conference	Income - Facilities Use	Administrative Services/SBVC		\$1,039.27	
24804	Tacos Chicanx LLC	Catering	Outreach/SBVC	\$11,700.00		
24796	THIRTEEN Productions, LLC	Broadcasting Rights	KVCR/KVCR	No Cost		



**Contract Under Bid Limit and Income Contracts**

Board Date 08/10/2023

5 of 5

Control No	Vendor Name	Contract Type	Dept/Location	Expense	Income	Amendment
24774	United Parcel Services	Printing Services	Print Shop/SBCCD	\$2,201.36		
24230	University of California - Riverside	Amendment 01	Workforce Development/ SBVC	\$20,000.00		(\$40,000.00)
24813	Vasquez, Robert dba Active Impressions	Production of Logo Items	First Year/SBVC	\$20,967.47		

**Total Number of Contracts 47**

**Totals \$598,069.78 \$13,697,271.27**

## **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:** August 10, 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, increased \$20,216,738 to \$98,141,637 from the previous estimate of \$77,924,899. The cash balance increase is primarily due to less operating and capital expenses in June than previously estimated.

### **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 July 18, 2023, rounded to the nearest \$1,000)

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	PROJECTED	
													ACCRUALS	TOTAL
Estimated Beginning Cash Balance	72,610	74,056	66,825	75,134	75,035	94,238	95,713	99,255	93,551	97,612	102,166	102,990		
<b>Receipts</b>														
Federal			64	-32	-15	-198	5,008	20	-2	151		7,452		12,447
State	12,095	1,758	13,081	25,219	53,436	10,452	9,450	4,142	16,932	9,225	9,835	3,747		169,374
Local	945	2,061	7,277	3,007	5,972	19,527	2,611	3,688	2,410	10,695	8,456	-1,328		65,321
Interfund Transfer & Sale of Assets	952	956	1,461	634	-303	991	993	991	991	991	1,007	991		10,658
Accounts Receivable/Accruals	-698	-433	2,358	428	2,046	2,346	-47	-274	1,079	-71	-225	-381		6,129
<b>Total Receipts</b>	<b>13,293</b>	<b>4,343</b>	<b>24,242</b>	<b>29,256</b>	<b>61,135</b>	<b>33,119</b>	<b>18,016</b>	<b>8,568</b>	<b>21,410</b>	<b>20,992</b>	<b>19,073</b>	<b>10,482</b>		<b>263,929</b>
<b>Disbursements</b>														
Academic Salaries	13	2,509	4,522	5,053	5,138	5,153	4,892	4,381	5,028	5,118	5,008	8,599		55,414
Classified Salaries	4,108	2,839	3,049	1,934	3,180	3,469	3,282	3,017	3,363	3,295	3,408	3,919		38,863
Benefits	1,654	2,276	635	2,823	2,847	2,267	2,807	2,705	2,909	2,916	2,502	4,034		30,376
Supplies & Materials	197	81		189	138	72	98	211	234	293	339	199		2,052
Other Operating Exp	1,696	2,874	2,536	425	1,779	2,167	1,784	1,327	3,542	1,423	2,263	2,711		24,528
Capital Outlay	262	-25	-93	187	669	197	359	1,218	1,321	1,295	1,688	382		7,462
Other Outgo	1,015	37	1,607	4,836	1,162	16,607	1,226	1,475	1,020	2,013	3,100	4,737		38,834
Longterm Post-Employment Benefits	-6	-1	-7	1	-8	8	7	-9	-9	18	-9	-12		-26
Accounts Payable/Accruals	2,909	983	3,683	13,907	27,027	1,705	17	-54	-59	66	-49	-9,239		40,895
<b>Total Disbursements</b>	<b>11,847</b>	<b>11,573</b>	<b>15,933</b>	<b>29,355</b>	<b>41,932</b>	<b>31,644</b>	<b>14,474</b>	<b>14,272</b>	<b>17,350</b>	<b>16,437</b>	<b>18,250</b>	<b>15,330</b>		<b>238,397</b>
Increase / (Decrease) in Cash Balance	1,445	-7,231	8,309	-99	19,203	1,474	3,543	-5,704	4,061	4,555	824	-4,848		
Estimated Ending Cash Balance	74,056	66,825	75,134	75,035	94,238	95,713	99,255	93,551	97,612	102,166	102,990	98,142		

## **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:** August 10, 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**

**July 13, 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".

In accordance with Article 16: PERSONNEL, specifically subsection 16.3.1 RECLASSIFICATION REQUEST, it has been determined the following bargaining unit members shall be reclassified.

1. Effective March 29, 2023, bargaining unit member Michelle Crocfer, Senior Student Services Technician, Range 38 Step F, 8 hours/260-day work year in the DSP&S Department at San Bernardino Valley College will be reclassified to the classification of Student Services Coordinator, Range 46 Step C, 8 hours/260-day work year.

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

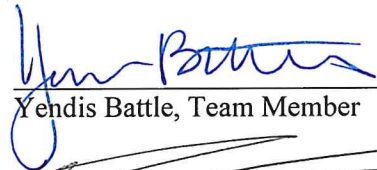
For CSEA



Cassandra Thomas, President CSEA #291



Kevin Limoges, Team Member



Yendis Battle, Team Member



David Stevenson, Team Member



Noah Snyder, CSEA LRR



Ernest Guillen, 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**

**July 13, 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".

1. In accordance with **Article 16: PERSONNEL, specifically subsection 16.3.1 RECLASSIFICATION REQUEST**, the Association and the District negotiation teams on June 20, 2023, reviewed the reclassification request for Sarah Yearyean and determined that the reclassification request be denied.

Effective June 30, 2022, bargaining unit member Sarah Yearyean, Laboratory Technician II-Microbiology, Range 50 Step F, 8 hours/260-day work year in the Microbiology Department at San Bernardino Valley College shall receive 5% out-of-class pay while the Parties determine appropriate classification placement.

2. In accordance with **Article 16: PERSONNEL, specifically subsection 16.3.1 RECLASSIFICATION REQUEST**, the Association and the District negotiation teams on June 20, 2023, reviewed the reclassification request for Yvonne Rose Powers and determined that the reclassification request be approved.

Effective March 16, 2020, bargaining unit member Yvonne Rose Powers, Development Assistant, Range 36 Step F, 8 hours/260-day work year in the KVCR Department at the District will be reclassified to the classification of Development Coordinator, Range 45 Step C, 8 hours/260-day work year.

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

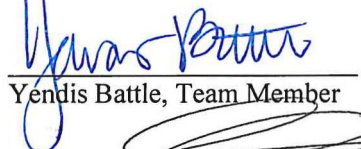
For CSEA



Cassandra Thomas, President CSEA #291



Kevin Limoges, Team Member



Yendis Battle, Team Member



David Stevenson, Team Member



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Noah Snyder, CSEA LRR



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Ernest Guillen, 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**

**July 13, 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 District is conducting a reorganization in the Student Services Department at San Bernardino Valley College. Accordingly, both Parties agree to, as part of the reorganization, to the following effects:

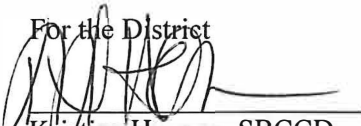
Effective September 18, 2023, bargaining unit member Kristina Heilgeist, Schedule Catalog Data Specialist, Range 42 Step F, 8 hours/260-day work year in the Admissions and Records Department at Crafton Hills College will be reorganized to the classification of Student Services Technology Coordinator, Range 54 Step A, 8 hours/260-day work year and administratively transferred to the Student Service Department at San Bernardino Valley College.

The Parties further agree that this Memorandum of Understanding shall resolve any disputes about bargaining unit member Kristina Heilgeist working outside their classification.

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

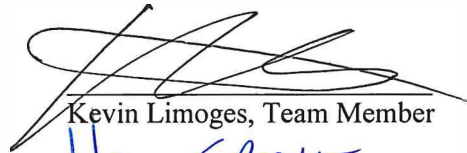


Kristina Hannon, SBCCD  
Vice-Chancellor, Human Resources &  
Police Services

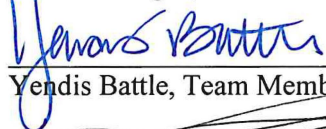
For CSEA



Cassandra Thomas, President CSEA #291



Kevin Limoges, Team Member



Yendis Battle, Team Member



David Stevenson, Team Member



Noah Snyder, CSEA LRR



Ernest Guillen, 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**

**July 13, 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 do hereby agree:

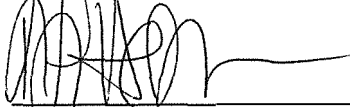
1. **Reclassification:** The Parties agree that in accordance with **Article 16: PERSONNEL**, specifically subsection **16.3.1 RECLASSIFICATION REQUEST**, the Association and the District negotiation teams on March 14, 2023, reviewed the reclassification request for, Bonnie Rodriguez Cruz and determined that the reclassification request be denied.
2. **Out of Class:** The Parties agree that in accordance with **Article 7: PAY and ALLOWANCE**, specifically subsection **7.11: Working Out of Class**, Bonnie Rodriguez Cruz performed work out of their classification for five (5) or more working days within fifteen (15) calendar day period; therefore, Bonnie Rodriguez Cruz shall be compensated at Range 41, Step C effective January 31, 2023, through June 25, 2023, as a Job Developer.
3. **Reorganization:** The District is conducting a reorganization in the Career Center/Cooperative Ed Department. Accordingly, both Parties agree to, as part of the reorganization, to the following effects:

Bonnie Rodriguez Cruz, Administrative Assistant I, Range 33 Step F, 8 hours/260-day work year, will be reorganized into the classification of Administrative Assistant II, Range 37 Step E, 8 hours/260-day work year, effective June 26, 2023. The salary range and step referenced in this MOU have been predetermined by the CSEA Collective Bargaining Agreement. Effective June 26, 2023, the now vacant Administrative Assistant I position in Career Center/Cooperative Ed Department shall be eliminated.

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.

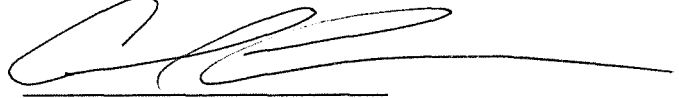
This agreement is subject to all approvals required by the CSEA 610 policy and the District.

For the District



Kristina Hannon, SBCCD  
Vice-Chancellor, Human Resources &  
Police Services

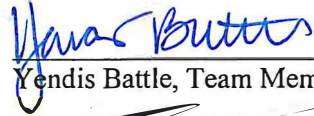
For CSEA



Cassandra Thomas, President CSEA #291



Kevin Limoges, Team Member



Yendis Battle, Team Member



David Stevenson, Team Member



Noah Snyder, CSEA LRR



Ernest Guillen, 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:** August 10, 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% 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 August 10, 2023

[v.7.20.2023.p.1|3]

### Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
<b>Arellano, Adam</b> CHC CIS	Program Assistant	05/01/23	06/30/23	\$25.00
<b>Arellano, Adam</b> CHC CIS	Program Assistant	07/01/23	06/30/24	\$25.00
<b>Durham, Christine A</b> CHC Public Safety and Emergency Services	Lab Instructor/Primary Instructor/EMS Specialist	07/10/23	06/30/24	\$20.00/ \$25.00/ \$30.00
<b>Lightburn, Nia Ashley M</b> CHC Tutoring Center	Tutor I	08/01/23	06/30/24	\$16.00
<b>Rangel, Isaac Javan</b> CHC Tutoring Center	Tutor I	08/01/23	06/30/24	\$16.00
<b>Tucker, Dylan James</b> CHC Tutoring Center	Tutor I	08/01/23	06/30/24	\$16.00
<b>Abunaja, Mirriam S</b> DIST Facilities Planning & Construction	Program Assistant	07/17/23	06/30/24	\$40.00
<b>Munoz, Omar</b> SBVC Academic Success & Learning Services	Tutor III	07/01/23	06/30/24	\$19.00
<b>Kendle, Nicholas L</b> SBVC English Department	Tutor III	07/10/23	06/30/24	\$19.00
<b>Torres, Alexis</b> SBVC English Department	Tutor III	07/10/23	06/30/24	\$19.00
<b>Valencia, Christopher</b> SBVC English Department	Tutor III	07/10/23	06/30/24	\$19.00
<b>Huang, Michael</b> SBVC First Year Experience	Program Assistant	05/01/23	06/30/23	\$20.00
<b>Jauregui-Gomez, Melissa M</b> SBVC First Year Experience	Program Assistant	05/01/23	06/30/23	\$20.00
<b>Love, Travis J</b> SBVC First Year Experience	Program Assistant	05/01/23	06/30/23	\$20.00
<b>Robinson, Kimberly M</b> SBVC First Year Experience	Program Assistant	05/01/23	06/30/23	\$25.00
<b>Bermudez, Oscar J</b> SBVC FTVM, Arts & Humanities	FTVM Intern I	06/01/23	06/30/23	\$15.50
<b>Rodriguez, II. Daniel R</b> SBVC FTVM, Arts & Humanities	FTVM Intern I	06/01/23	06/30/23	\$15.50
<b>Sanchez, Eduardo R</b> SBVC FTVM, Arts & Humanities	FTVM Intern I	07/10/23	06/30/24	\$15.50
<b>Villegas, Juan M</b> SBVC FTVM, Arts & Humanities	FTVM Intern I	07/10/23	06/30/24	\$15.50



# Professional Expert, Short-Term & Substitute Employees

## Presented for Information on August 10, 2023

[v.7.20.2023.p.2|3]

### Professional Expert

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
<b>Clara, Marlene</b> SBVC FTVM, Arts & Humanities	FTVM Intern III	06/01/23	06/30/23	\$17.00
<b>Levy, Jasmine S</b> SBVC Marketing & Public Relations	Program Assistant	07/10/23	06/30/24	\$20.00
<b>Edwards-Matanga, Julie</b> SBVC Music/Theatre/Dance	Program Assistant	07/01/23	06/30/24	\$45.00
<b>Clayton, Joe Louis</b> SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	08/11/23	06/30/24	\$35.00/ \$50.00
<b>Higgins, Mark D</b> SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	07/29/23	06/30/24	\$35.00/ \$50.00
<b>Holloway, William T</b> SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	08/11/23	06/30/24	\$35.00/ \$50.00
<b>Rodriguez, Brian David</b> SBVC Police Academies/Criminal Justice	PS Facilitator/Evaluator or Police Tactical Officer/RTO	08/11/23	06/30/24	\$35.00/ \$50.00
<b>Aguilar, Daniel D</b> SBVC STEM-MESA	Tutor I	08/10/23	06/30/24	\$16.00
<b>Ajtun, Josue O</b> SBVC STEM-MESA	Tutor I	08/10/23	06/30/24	\$16.00
<b>Ayala-Perez, Jesus</b> SBVC STEM-MESA	Tutor I	08/10/23	06/30/24	\$16.00
<b>Carrasco, Cristian</b> SBVC STEM-MESA	Tutor I	08/10/23	06/30/24	\$16.00
<b>Chan Jr, Dennis McNeil</b> SBVC STEM-MESA	Tutor I	08/10/23	06/30/24	\$16.00
<b>Pautz II, Matthew J</b> SBVC STEM-MESA	Tutor I	08/10/23	06/30/24	\$16.00
<b>Skalet, Lauren E</b> SBVC STEM-MESA	Tutor I	08/10/23	06/30/24	\$16.00
<b>Amezcuca, Nadia May Y</b> SBVC STEM-MESA	Tutor III	08/10/23	06/30/24	\$19.00
<b>Machado, Ines</b> SBVC STEM-MESA	Tutor III	07/01/23	06/30/24	\$19.00
<b>Zigler, Zackery</b> SBVC Student Accessibility Services	Interpreting/Transliterating Level I	08/11/23	06/30/24	\$28.00
<b>Killen, Laura W</b> SBVC Student Accessibility Services	Interpreting/Transliterating Level IV	07/14/23	06/30/24	\$40.00
<b>Pimentel, Andrea Angelika V</b> SBVC Student Success & Equity	Program Assistant	07/11/23	06/30/24	\$25.00



# Professional Expert, Short-Term & Substitute Employees

## Presented for Information on August 10, 2023

[v.7.20.2023.p.3]3]

### Short-Term

Employee Name Location Assignment & Department	Duties	From	To	Hourly Rate
<b>Aguilar, Elia</b> SBVC Counseling	Project Assistant I	07/01/23	06/30/24	\$15.50
<b>Delgado, Amber</b> SBVC Counseling	Project Assistant I	07/01/23	06/30/24	\$15.50
<b>Solano Romero, Alma</b> SBVC Counseling	Project Assistant I	07/01/23	06/30/24	\$15.50

### Substitute

Employee Name Location Assignment & Department Justification	Duties	From	To	Hourly Rate
<b>Davis, Brian</b> CHC Business and Economics <i>Ext: LOA</i>	Lab Technician I - Computer Information	09/01/23	10/09/23	\$33.50
<b>Chiquito, Juan</b> CHC Library <i>Ext: Vacancy</i>	Library Technical Assistant II	05/10/23	05/12/23	\$26.16
<b>Bender, Mary</b> CHC Student Center <i>Ext: LOA</i>	Administrative Assistant II	07/05/23	08/31/23	\$31.79
<b>Michel, Zach</b> CHC Theater <i>LOA: Start date correction</i>	Senior Theatre Arts Technical Support Specialist	07/24/23	09/19/23	\$36.07
<b>Bueno, Denise</b> DSO Facilities <i>Ext: Vacancy</i>	Administrative Clerk	05/07/23	06/23/23	\$21.50
<b>Brewer, Leon</b> SBVC Facilities <i>LOA</i>	Custodian	07/01/23	08/31/23	\$20.44
<b>Martinez, Alfredo</b> SBVC Facilities <i>Vacancy</i>	Grounds Caretaker	07/11/23	09/08/23	\$22.01

## **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:** August 10, 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 6/15/2023 – 7/16/2023 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  
August 10, 2023

PO#	Supplier Name	Amount
2306520	DIVISION OF STATE ARCHITECT	1,182.50
2306521	US BANK	420.00
2306523	DEL RIO, ANGEL	758.47
2306525	CDW LLC	16,700.48
2306526	CALIFORNIA STATE UNIVERSITY SAN BERNARDINO	168.00
2306529	REZAC, LISA LYNNE	204.30
2306530	RANGEL, SYLVIA	442.65
2306531	RAMIREZ, MARIA ELENA	204.30
2306532	QUINTANILLA, LIXI	374.55
2306533	QUINTAL, YADIRA	136.20
2306534	POBLANO, CYNTHIA	102.15
2306535	PEREZ, BRENDA	544.80
2306536	MUNGUIA, IVETTE	681.00
2306537	SANCHEZ, DELLA	204.30
2306538	VARGAS, ELIZABETH	102.15
2306539	SANDOVAL, ROSALINA	204.30
2306540	SALGUERO, ANTONIA	238.35
2306541	SALAZAR, CINDY	204.30
2306542	SACAYON, KEVIN	136.20
2306543	RODRIGUEZ, LORENA	136.20
2306544	RICALDE, LIZANDRA	340.50
2306545	RUIZ, ADILENE	136.20
2306546	RUBALLOS, LESLIE	204.30
2306547	RODRIGUEZ, DANA	204.30
2306548	RIVERA, MICHELLE	340.50
2306549	MOYA, JESSICA	204.30
2306550	MORALES, KIMBERLY	238.35
2306551	MOORHEAD, AMENDA	204.30
2306552	MEJIA, LAURA	136.20
2306553	MEDINA, VERONICA	102.15
2306554	MEDINA, EVELYN	510.75
2306555	MCLELLAND, BARBARA JEANNE	136.20
2306556	MASHBURN, MICHAELA	136.20
2306557	MARTINEZ, MARIA FERNANDA	442.65
2306558	MARCIAL, ARCELIA	408.60
2306559	MAGANA, BLANCA	408.60
2306560	MACIAS-DURAN, MELANY	408.60
2306561	MACHAIN, LIBERTY	136.20
2306562	LOZANO, FELICIANA	238.35
2306563	LOZA-CASTRO, KATHY	238.35
2306564	LYNN, ARIANA	374.55
2306565	LOPEZ, ANGELICA	340.50
2306566	JENSEN, MARIA	204.30
2306567	INYARD, ARNISHA	238.35
2306568	HUT, KAITLIN	136.20



Purchase Order Report  
August 10, 2023

PO#	Supplier Name	Amount
2306569	HUBBARD, SARAH ELIZABETH	136.20
2306570	HERNANDEZ, DELFINA	204.30
2306571	HERNANDEZ, RICHANNE	136.20
2306572	GRANERO, YOCELYN	136.20
2306573	GONZALEZ, GUSTAVO	578.85
2306574	GONZALES, PATRICIA	136.20
2306575	GOMEZ PICHARDO, RUTH	204.30
2306576	GODINEZ, JESSICA	136.20
2306577	GARCIA, GRACE	238.35
2306578	FULGHAM, LATINA	238.35
2306579	FRAZIER, CANDI	204.30
2306580	FLOREZ, ASHLIE-MYCHAL	136.20
2306581	FOREMAN, JADA	544.80
2306582	FLORES, JESSICA	442.65
2306583	DURDEN, SHANICE	136.20
2306584	DIAZ, JAIDEN	238.35
2306585	DE LEON DE CRUZ, LILIANA	136.20
2306586	DE AMAYA, ISABELLA	136.20
2306587	COTIJA, CAROLINA	204.30
2306589	PARTY PLUS RENTALS INC	2,922.00
2306591	APPA LEADERSHIP IN EDUCATIONAL FACILITIES	830.00
2306593	US BANK	299.00
2306595	SAN BERNARDINO CCD	17,793.50
2306600	US BANK	550.00
2306602	US BANK	310.00
2306603	US BANK	2,201.36
2306604	US BANK	2,481.60
2306605	US BANK	5,083.80
2306607	HEMOSTAT LABORATORIES INC	150.14
2306608	FOLLETT CORPORATION	4,511.49
2306609	US BANK	6.50
2306610	WORLD CLASS AWARDS	1,541.82
2400002	STAPLES BUSINESS ADVANTAGE	1,146.07
2400003	EXPENSES SUPPLIER	500.00
2400005	GARRETT, LYDIA	200.00
2400006	EXPENSES SUPPLIER	500.00
2400007	EXPENSES SUPPLIER	1,000.00
2400008	COMMUNITY PLAYTHINGS	1,895.51
2400009	BLACKWELDER, CLYDE	7,000.00
2400010	EDUCAUSE	2,100.00
2400014	US BANK	1,500.00
2400015	US BANK	2,000.00
2400016	COMMISSION ON ACCREDITATION OF ALLIED HEALTH EDUCATION	600.00
2400017	US BANK	5,000.00
2400018	AMERICAN THERMOFORM CORPORATION	2,000.00

Purchase Order Report  
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PO#	Supplier Name	Amount
2400019	PATRIOT AIR SYSTEMS INC	1,600.00
2400020	US BANK	20,000.00
2400021	US BANK	500.00
2400025	US BANK	1,000.00
2400027	US BANK	1,500.00
2400028	US BANK	5,000.00
2400029	FEDERAL EXPRESS	500.00
2400030	DAILY JOURNAL CORPORATION	3,000.00
2400032	US POSTAL SERVICE	13,000.00
2400034	SOUTHERN CALIFORNIA EDISON CO	737,838.00
2400035	GARDNER, CORNELOUS	2,875.00
2400038	COUNSELING TEAM INTERNATIONAL, THE	500.00
2400039	CODESP	2,600.00
2400040	ACHRO	450.00
2400042	US BANK	3,000.00
2400043	LIGHTHOUSE SERVICES LLC	3,750.00
2400044	US BANK	250.00
2400048	US BANK	6,000.00
2400051	HEARD'S INVESTIGATIONS AND POLYGRAPH LLC	800.00
2400054	LANDRUM AND ASSOCIATES INVESTIGATIVE SERVICES	3,500.00
2400057	US BANK	2,000.00
2400060	SCHOOL EMPLOYERS ASSOCIATION OF CALIFORNIA	3,100.00
2400062	EXPENSES SUPPLIER	1,100.00
2400063	US BANK	900.00
2400064	SOUTH COAST AQMD	937.52
2400065	US BANK	1,500.00
2400066	BURGESS MOVING & STORAGE	6,700.00
2400067	ROSALES, MANUEL	1,500.00
2400068	ROBLES, ROGER	300.00
2400069	BIXLER, MICHAEL LUKE	500.00
2400070	MONCADA, ROSITA	100.00
2400071	BURRTEC WASTE GROUP INC	3,154.68
2400072	NEVARES, JUAN	500.00
2400073	ASSOCIATION OF COLLEGE AND UNIVERSITY PRINTERS	300.00
2400075	COMMITTEE ON ACCREDITATION (COAEMSP)	1,700.00
2400079	COLLEGE HEALTH SERVICES LLC	4,139.00
2400080	SOUTHERN CALIFORNIA EDISON CO	15,000.00
2400081	BURRTEC WASTE GROUP INC	6,000.00
2400082	SOUTHERN CALIFORNIA GAS CO	7,000.00
2400089	RESPONDUS INC	2,545.00
2400091	MODERN CAMPUS USA INC	5,250.00
2400092	E-OSCAR-WEB	120.00
2400095	NETFILE INC	2,900.00
2400099	ELLUCIAN COMPANY LP	2,205.00
2400102	PANERA LLC	4,784.49

Purchase Order Report  
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PO#	Supplier Name	Amount
2400103	PANERA LLC	2,404.48
2400104	HOT DOG ON A STICK	4,422.81
2400106	SAN BERNARDINO, CITY OF	20,000.00
2400107	FEDERAL EXPRESS	350.00
2400108	DAILY JOURNAL CORPORATION	500.00
2400112	US BANK	250.00
2400113	US BANK	1,000.00
2400115	US BANK	2,000.00
2400116	US BANK	1,000.00
2400117	US BANK	195.00
2400119	US BANK	2,000.00
2400120	MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS INC	4,250.00
2400125	EVENT MANAGEMENT CITY PRODUCTIONS INC	995.00
2400126	SOUTHERN CALIFORNIA GAS CO	150,000.00
2400129	US BANK	900.00
2400131	STAPLES BUSINESS ADVANTAGE	139.70
2400132	STAPLES BUSINESS ADVANTAGE	86.01
2400133	STAPLES BUSINESS ADVANTAGE	102.80
2400134	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	20,701.89
2400135	VERIZON WIRELESS	5,000.00
2400136	AMAZON WEB SERVICES INC	2,500.00
2400137	GARCIA, JUAN	5,580.00
2400138	ANDERSON, SHARON M	5,000.00
2400139	MELGOZA, JORGE GABRIEL	3,000.00
2400140	SOUTHERN CALIFORNIA EDISON CO	6,000.00
2400141	FRONTIER COMMUNICATIONS	9,000.00
2400142	SOUTHERN CALIFORNIA GAS CO	600.00
2400143	BECKLEY, SALLY	5,000.00
2400144	JANSON, PATRICK F	5,000.00
2400145	LOTS 4 YOU INC	4,000.00
2400146	FACILITIES PROTECTION SYSTEMS	1,550.00
2400148	OSTBY, KATRINA M	1,000.00
2400149	ALFRED VAZQUEZ DESIGNS LLC	5,000.00
2400150	AUTO ZONE	600.00
2400151	CINTAS CORPORATION NO. 2	1,500.00
2400152	GALLS LLC	15,000.00
2400154	ARGUETA, MARICELA COVARRUBIAS	5,000.00
2400156	BOYD & ASSOCIATES	395.40
2400157	US FOODS INC	5,000.00
2400158	HARBOLD, ROBERT	2,000.00
2400159	HERRERA'S ICE CREAM DISTRIBUTION INC	15,000.00
2400160	NOVA INFORMATION GROUP LLC	4,400.00
2400161	US BANK	4,000.00
2400162	US BANK	2,000.00
2400163	US BANK	3,000.00

Purchase Order Report  
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PO#	Supplier Name	Amount
2400164	VERIZON WIRELESS	1,500.00
2400165	US BANK	24,000.00
2400166	KELLY SPICERS INC	2,000.00
2400167	ABM BUSINESS MACHINES INC	1,718.00
2400170	FEDERAL EXPRESS	200.00
2400171	NATIONAL COLLEGIATE HONORS COUNCIL	460.00
2400172	SAN BERNARDINO, COUNTY OF	20,000.00
2400173	SAN BERNARDINO, COUNTY OF	32,392.00
2400175	CINTAS CORPORATION NO. 2	2,000.00
2400176	US BANK	3,500.00
2400177	LESLIES POOLMART INC	500.00
2400178	US BANK	500.00
2400179	US BANK	1,800.00
2400181	PATEL, YASH	1,000.00
2400182	MENGE, ERIKA	2,000.00
2400183	MIRZA, HASSAN	2,000.00
2400186	AMERICAN COLLEGE HEALTH ASSOCIATIONS	550.00
2400188	TALLEY, KATHLEEN	1,000.00
2400189	QUILALANG, ROGER WINSTON	1,000.00
2400190	MCGOVERN, LINDA	1,000.00
2400192	INLAND EMPIRE ATHLETIC CONFERENCE	8,500.00
2400193	CALIFORNIA COMMUNITY COLLEGE ATHLETIC ASSOCIATION	7,300.00
2400194	CALIFORNIA COMMUNITY COLLEGE ATHLETIC ASSOCIATION	75.00
2400195	CALIFORNIA COMMUNITY COLLEGE ATHLETIC ASSOCIATION	750.00
2400196	ARBITERSPORTS LLC	1,090.00
2400198	CONROY, CHRISTINA	3,000.00
2400199	CANTRELL, KATHLEEN	1,000.00
2400200	MENDEZ, ANNA	800.00
2400201	CHANDLER, DENISE K	1,000.00
2400202	LAURENT, CYNTHIA	1,000.00
2400203	US BANK	1,074.45
2400205	US BANK	5,000.00
2400206	US BANK	2,000.00
2400209	EXPENSES SUPPLIER	465.34
2400210	US BANK	300.00
2400211	HARLOW'S KITCHEN CONCEPTS	4,627.69
2400213	STAPLES BUSINESS ADVANTAGE	81.95
2400220	US BANK	10,000.00
2400221	US BANK	200.00
2400222	FOLLETT CORPORATION	100.00
2400223	LA GRINDING CO	496.00
2400225	VERIZON WIRELESS	5,000.00
2400226	US BANK	12,500.00
2400227	PRO PIPE	2,000.00
2400228	NUTRIEN AG SOLUTIONS INC	1,500.00

Purchase Order Report  
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PO#	Supplier Name	Amount
2400229	MONTGOMERY HARDWARE CO	500.00
2400230	INTERSTATE BATTERY SYSTEM OF SOUTHERN CALIFORNIA INC	2,500.00
2400231	INLAND LIGHTING SUPPLIES	2,000.00
2400232	FLYERS ENERGY LLC	11,000.00
2400233	EWING IRRIGATION PRODUCTS	2,000.00
2400234	BURRTEC WASTE GROUP INC	38,200.00
2400235	FEDERAL EXPRESS	500.00
2400236	ALLIED REFRIGERATION INC	2,000.00
2400237	US BANK	2,000.00
2400238	US BANK	700.00
2400240	KELLY SPICERS INC	50,000.00
2400242	US BANK	2,000.00
2400243	US BANK	2,000.00
2400244	FOLLETT CORPORATION	50,000.00
2400257	FEDERAL EXPRESS	10,000.00
2400259	SAN BERNARDINO CCD	9,250,000.00
2400262	GOLD COUNTRY TRANSCRIBING INC	10,000.00
2400263	WOLFE, NATASHA	42,000.00
2400265	US BANK	1,500.00
2400266	NEWCO FOUNDATION	15,000.00
2400268	CA COMMUNITY COLLEGE FOOTBALL COACHES ASSOCIATIONS	200.00
2400269	HOWIES ATHLETIC TAPE	2,067.61
2400270	SOCCER MASTER	1,325.36
2400271	US BANK	2,175.00
2400272	EXPENSES SUPPLIER	550.00
2400273	EXPENSES SUPPLIER	395.00
2400274	US BANK	1,000.00
2400277	US BANK	1,146.00
2400280	EXPENSES SUPPLIER	3,215.53
2400281	LAKESHORE LEARNING MATERIALS	7,000.00
2400285	CM SCHOOL SUPPLY CO	4,000.00
2400286	KAPLAN SCHOOL SUPPLY CORP	10,000.00
2400287	US BANK	90.00
2400288	DISCOUNT SCHOOL SUPPLY	3,000.00
2400289	DISCOUNT SCHOOL SUPPLY	4,000.00
2400290	CM SCHOOL SUPPLY CO	5,000.00
2400291	KAPLAN SCHOOL SUPPLY CORP	10,000.00
2400292	CM SCHOOL SUPPLY CO	5,000.00
2400293	LAKESHORE LEARNING MATERIALS	10,000.00
2400294	DISCOUNT SCHOOL SUPPLY	15,000.00
2400295	KAPLAN SCHOOL SUPPLY CORP	10,000.00
2400296	LAKESHORE LEARNING MATERIALS	8,000.00
2400297	US FOODS INC	50,000.00
2400300	JOHNSON, WALLACE	100.00
2400304	STAPLES BUSINESS ADVANTAGE	189.51

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PO#	Supplier Name	Amount
2400305	STAPLES BUSINESS ADVANTAGE	240.16
2400307	FLINN SCIENTIFIC INC	877.29
2400308	CARDIO PARTNERS INC	5,000.00
2400309	STATE WATER RESOURCES CONTROL BOARD	700.00
2400310	STATE WATER RESOURCES CONTROL BOARD	2,100.00
2400311	US BANK	4,000.00
2400312	SAN BERNARDINO, COUNTY OF	200.00
2400313	SAN BERNARDINO, COUNTY OF	3,000.00
2400314	DTSC ACCOUNTING SECTION	500.00
2400315	VERIZON WIRELESS	5,000.00
2400318	FISHER SCIENCE EDUCATION	10,970.37
2400319	BEN'S LOCK AND KEY	7,000.00
2400320	US BANK	275.00
2400321	VERIZON WIRELESS	900.00
2400324	SAN BERNARDINO, COUNTY OF	15,000.00
2400325	SAN BERNARDINO, COUNTY OF	1,183,500.00
2400327	KRUEGER INTERNATIONAL INC	735.74
2400329	ULINE INC	650.00
2400332	GONZALES, AMELIA	300.00
2400333	DENNIS, PAUL	400.00
2400336	FRONTIER COMMUNICATIONS	80,000.00
2400337	HARDY DIAGNOSTICS	4,000.00
2400340	US BANK	77.00
2400341	US BANK	77.00
2400343	EXPENSES SUPPLIER	395.00
2400344	US BANK	4,384.04
2400347	WAXIE SANITARY SUPPLY	56,750.00
2400348	UNITED PARCEL SERVICE	1,000.00
2400349	RP GROUP, THE	570.00
2400350	EXPENSES SUPPLIER	141.48
2400351	US BANK	542.88
2400352	CUMMINS INC	201,187.50
2400355	HEALTH SERVICES ASSOCIATION CALIFORNIA COMMUNITY COLLEGES	155.00
2400357	FRONTIER COMMUNICATIONS	85,000.00
2400358	REDLANDS, CITY OF	225,000.00
2400360	US BANK	4,000.00
2400364	UNILAB CORPORATION	7,000.00
2400366	EXPENSES SUPPLIER	2,616.55
2400368	SAN BERNARDINO, COUNTY OF	508.00
2400369	EXPENSES SUPPLIER	3,476.98
2400370	DE LEON, GERARD	100.00
2400372	US BANK	1,000.00
2400373	US BANK	1,000.00
2400376	PATTON SALES CORP	349.09
2400377	STAPLES BUSINESS ADVANTAGE	239.51

Purchase Order Report  
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PO#	Supplier Name	Amount
2400378	STAPLES BUSINESS ADVANTAGE	129.26
2400379	WORK BOOT WAREHOUSE	5,000.00
2400381	WORK BOOT WAREHOUSE	4,999.00
2400382	EXPENSES SUPPLIER	1,455.00
2400383	EXPENSES SUPPLIER	1,535.00
2400384	UNITED PARCEL SERVICE	2,800.00
2400385	INLAND PRESORT & MAILING SRVS	2,000.00
2400386	FEDERAL EXPRESS	1,200.00
2400387	QUILALANG, ROGER WINSTON	1,000.00
2400388	US BANK	283.78
2400389	COUNCIL OF CHIEF LIBRARIANS	150.00
2400391	PITNEY BOWES INC	2,100.00
2400393	US BANK	2,000.00
2400394	WATER SOURCE SOLUTIONS INC	1,250.00
2400395	ESPINOZA MARKET	565.50
2400396	SOUTHWEST PLASTIC BINDING COMPANY	1,000.00
2400397	ULINE INC	2,000.00
2400401	TAESCH, RICHARD	1,000.00
2400402	US BANK	4,000.00
2400403	OSTBY, KATRINA M	1,000.00
2400404	JACKSON, MARGARET	1,000.00
2400405	HATHAWAY, SAILAJA	500.00
2400406	HISPANIC ASSOCIATION OF COLLEGES AND UNIVERSITIES	900.00
2400407	ASSOCIATION OF COLLEGE AND UNIVERSITY PRINTERS	300.00
2400409	WILHELM, TAMERA S	1,000.00
2400410	WALLING, JOYCE ANN	1,000.00
2400411	WALKER, KATHLEEN	1,000.00
2400412	UNITED BRAILLE ALLIANCE LLC	1,000.00
2400413	GOTTSCHALK, DENNIS	1,000.00
2400414	EVERETT, SHERRY	5,000.00
2400416	CAPPO	600.00
2400417	BANK OF NEW YORK MELLON	10,000.00
2400418	DAILY JOURNAL CORPORATION	2,500.00
2400419	US BANK	1,000.00
2400420	US BANK	150.00
2400421	US BANK	400.00
2400423	VERIZON FEDERAL INC	5,000.00
2400425	AT&T	15,000.00
2400426	US BANK	1,000.00
2400427	EXPENSES SUPPLIER	316.00
2400429	CDW LLC	4,500.00
2400430	US BANK	455.00
2400432	EXPENSES SUPPLIER	158.00
2400433	US BANK	1,321.00
2400435	CALIFORNIA BANK AND TRUST	41,958.51

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PO#	Supplier Name	Amount
2400436	FOLLETT CORPORATION	2,500.00
2400437	US BANK	1,000.00
2400438	US BANK	750.00
2400439	SAN BERNARDINO, CITY OF	1,000.00
2400440	SOUTH COAST AQMD	200.00
2400441	SOUTHERN CALIFORNIA GAS CO	375,000.00
2400442	SAN BERNARDINO, CITY OF	328,000.00
2400444	BURRTEC WASTE GROUP INC	140,000.00
2400445	FRONTIER COMMUNICATIONS	124,000.00
2400446	EXPENSES SUPPLIER	500.00
2400447	ELLIOTTS PET EMPORIUM	1,500.00
2400448	WARD'S NATURAL SCIENCE EST INC	1,500.00
2400449	BIO-RAD LABORATORIES INC	1,500.00
2400450	FLINN SCIENTIFIC INC	1,000.00
2400451	US BANK	8,000.00
2400453	STAPLES BUSINESS ADVANTAGE	98.99
2400454	QUARK GLASS LLC	788.44
2400455	FISHER SCIENTIFIC COMPANY LLC	934.33
2400456	US BANK	151.96
2400457	US BANK	77.00
2400458	DELL INC	4,000.00
2400459	EXPENSES SUPPLIER	377.83
2400460	EXPENSES SUPPLIER	1,962.00
2400462	US BANK	856.67
2400464	US BANK	904.26
2400465	BARKER, JAMES BRIAN	1,000.00
2400466	DENAULT, MARY B	5,000.00
2400467	CEJA JR, JOSE LUIS	1,000.00
2400468	BRAILLE IT INC	1,000.00
2400469	BACH TO BRAILLE	1,000.00
2400470	ALLISON, NANCY	1,000.00
2400471	APALAKIS, DANA	1,000.00
2400480	HARDY DIAGNOSTICS	1,000.00
2400481	INDUSTRIAL FIRE PROTECTION	2,600.00
2400492	SAN BERNARDINO CCD	2,700.00
2400494	CHEM-PAK	10,000.00
2400496	ACCRUENT LLC	3,377.37
2400497	MONOPRICE INC	2,000.00
2400503	US BANK	1,200.00
2400504	US BANK	1,200.00
2400505	US BANK	1,000.00
2400506	US BANK	1,000.00
2400507	US BANK	500.00
2400508	VERIZON WIRELESS	480.00
2400509	US BANK	250.00



Purchase Order Report  
August 10, 2023

PO#	Supplier Name	Amount
2400518	GRAYBAR ELECTRIC CO INC	2,000.00
2400520	CONTRIBUTOR DEVELOPMENT PARTNERSHIP PBC	400.00
2400522	BLANQUET, FRANCISCO	250.00
2400529	VERIZON WIRELESS	58,000.00
2400534	SAN BERNARDINO, COUNTY OF	5,400.00
2400535	US BANK	8,000.00
2400537	US BANK	650.00
2400539	RANCHO JANITORIAL SUPPLIES/CENTRAL SANITARY SUPPLY	10,000.00
2400541	VERIZON WIRELESS	480.00
2400546	PIONEER ATHLETICS	1,180.59
2400547	MINDWORKS INNOVATIONS INC	6,000.00
2400548	VISABILITY	4,000.00
2400549	US BANK	1,500.00
2400550	AT&T	100.00
2400551	EXPENSES SUPPLIER	450.00
2400552	WISEGARVER, LILLIAN	250.00
2400553	AT&T	6,000.00
2400554	US BRANDS	4,000.00
2400555	HYMAN ENTERPRISES LLC	3,500.00
2400556	CORPORATE DISK COMPANY	14,000.00
2400557	US BANK	1,500.00
2400559	US BANK	5,000.00
2400563	EXPENSES SUPPLIER	320.00
2400566	H & L CHARTER CO INC	4,062.80
2400567	EXPENSES SUPPLIER	1,900.00
2400568	SAN BERNARDINO, CITY OF	300.00
2400571	US BANK	1,000.00
2400572	US BANK	2,000.00
2400574	EKC ENTERPRISES INC.	2,254.81
2400575	AUTO ZONE	500.00
2400576	US BANK	900.00
2400577	LOMA LINDA UNIVERSITY	5,387.50
2400581	US BANK	300.00
2400582	METROPOLITAN WEST INC	1,302.00
2400583	INLAND SIGNS INC	2,663.06
2400584	EXPENSES SUPPLIER	495.00
2400585	EXPENSES SUPPLIER	675.00
2400586	STAPLES BUSINESS ADVANTAGE	1,031.00

## **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:** August 10, 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 August 10, 2023

[v.7.20.2023.p.2|2]

Employee Name	Location Assignment & Department	Years of Service	Last Date of Employment
<b>Gend, Peter</b> Professor, Multimedia	CHC Multimedia	2 yrs	08/07/23
<b>Levine, Michael</b> Professor, Economics	SBVC Economics	7 yrs	08/07/23
<b>Robles, Joshua</b> Professor, Mathematics	CHC Mathematics	4 yrs	08/04/23
<b>Seraj, Robyn</b> Professor, Pharmacy Technology	SBVC Pharmacy Technology	5 yrs	12/31/23

**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:** August 10, 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 August 10, 2023

[v.7.19.2023.p.2]2]

	Location Assignment	Department	From	To
<b>Nesamony, Dafry*</b>	CHC	EOPS	7/1/2023	12/15/23
<b>Zamudio, Martin</b>	CHC	Athletics	8/14/2023	05/25/24
<b>Aldama II, Edward</b>	SBVC	Baseball	8/11/2023	12/31/23
<b>Battle, Demetric</b>	SBVC	Women's Basketball	8/11/2023	12/31/23
<b>Campos, Mirella**</b>	SBVC	Science	7/3/2023	08/03/23
<b>Cansino Montes, Alexis</b>	SBVC	Baseball	8/11/2023	12/31/23
<b>Garrette, Alyssa</b>	SBVC	Softball	8/11/2023	12/31/23
<b>Lopez, Jose Alex</b>	SBVC	Women's Soccer	8/11/2023	12/31/23

\*Ratification: Paperwork for this volunteer was submitted after the prior Board deadline.

\*\* Ratification: This volunteer was needed due to summer school schedule and the department missed the June deadline.





# BOARD OF TRUSTEES REPORT

LET'S GO! ¡ADELANTE!

August 2023

## Engge Ocampo-Morales to Lead CHC Student Senate



The incoming Crafton Hills College student senate president, Enggie (pronounced Engee) Ocampo-Morales, will begin her term in August as the fall semester begins.

She is majoring in psychology and sociology and taking Spanish and theatre arts courses. She is an active member of the theater department, having participated in seven productions on campus. She is also a member of the Theatre, Fashion and Multicultural clubs.

Ocampo-Morales has participated in the CHC Student Senate for three years, serving in the last senate as its internal affairs director and community college student senate regional treasurer.

She has also been an active member of the CHC Honors Institute since Spring 2021 and completed 100 hours volunteering, enough to win the Presidential Volunteer Award this past spring. And with all this activity, she currently has a 3.85 GPA.

The student senate serves the campus by fostering involvement, awareness and unity among students. As President, Ocampo-Morales is dedicated to providing students with opportunities for developing leadership skills through participation in student government, campus clubs, and committees.

One of her goals as student body president is to be a great representative for CHC

students. "This means having a good conversation with the students at Crafton. Students who work full-time, part-time students, international students -- I want to accurately represent all the students on campus. I'd like to know what they love about Crafton, even what they don't love about Crafton so that my senate and I can make it a better environment as well as a successful school year for them," says Ocampo-Morales.

When asked how she can get students to be involved in college issues, Ocampo-Morales responded, "When it comes to community college, it is rather difficult to fully produce student engagement due to many just wanting to earn a degree, that's it. Again, get in and get out. Yet, through the best of my ability, I will ... engage with the individuals in charge of Crafton to find ways to let everyone in the school community know that school is a safe place, all are welcome, and biased words and actions are unacceptable."

After graduating from Crafton Hills College, Ocampo-Morales hopes to earn her bachelor's and perhaps master's degree in either Psychology or Sociology and hopes to one day have a career in social work or health care.

Photo: Enggie Ocampo-Morales.



## A Legacy of Compassionate Education and Community Service

Janine Ledoux moved from her hometown of East Bridgewater, Massachusetts, to southern California in 1988 to attend Loma Linda University. Before attending Loma Linda, she earned her bachelor's degree in physical education and worked as a physical fitness director. One of her responsibilities was to recruit guest speakers for various health and wellness topics. When one speaker did not show up, she filled in and delivered a presentation on stress management. This experience led to a passion for educating adults about health-related topics.

She then resumed her education at Bridgewater State College, where she earned her master's in education in health promotion. She went on to earn her doctoral degree in public health at Loma Linda University in 1992. During her studies she was hired as an adjunct instructor at Crafton Hills College. In August of 1991, she was hired as a full-time faculty instructor in

CHC's physical education (now kinesiology and health) department.

Janine's accomplishments are too numerous to include all of them here, but in addition to her being a favorite instructor among CHC students, Janine also initiated CHC's COACH (Creating Opportunities and Changing Hearts) program. She enlisted students, family members, and friends to establish a food pantry and community garden.

The COACH Program provided service learning and helped provide food and personal hygiene items for students experiencing food insecurity. Janine recruited student volunteers to serve at monthly community dinners at the Blessing Center and Family Service Association of Redlands; work at the COACH Cupboard food pantry; and plant, care for, and harvest vegetables in the garden. More importantly, students learned about "giving back" to the



local community.

Her work as a professor has remained rooted in the belief that knowledge is secondary to compassion. She says, "Show people that you care before you share what you know. Always lead with your heart and your life will be enriched."

*Photo: CHC Professor Janine Ledoux.*

## Jeffrey Smith Joins Crafton Hills College as the New Dean of Social, Information and Natural Sciences



Crafton Hills College will soon welcome a new crop of Roadrunners to campus for the Fall semester. But behind-the-scenes, the Yucaipa-based college has been growing internally by welcoming new faculty and staff on board over the break.

Meet Jeffery Smith – Crafton's new dean of social, information and natural sciences, a

role he officially assumed on July 3.

Smith, who previously served as chair of the history department at the University of Hawaii at Hilo (UHH), called starting at Crafton a "full circle moment" having grown up in the area and beginning his career in education in neighboring San Bernardino at Crafton's sister college, San Bernardino Valley College, and Cal State San Bernardino.

Smith said he is currently settling into his new role with his Crafton family cheering him on, calling the community's welcome "kind, warm and great." His goal is to build roots within Crafton's walls, and has a plan in place to make that happen. "Some things I'd like to do is make strong connections with students and the faculty and the staff here at Crafton," he said. "It's a family environment here and in order to be effective [in your role] you have to build those personal connections at all levels.

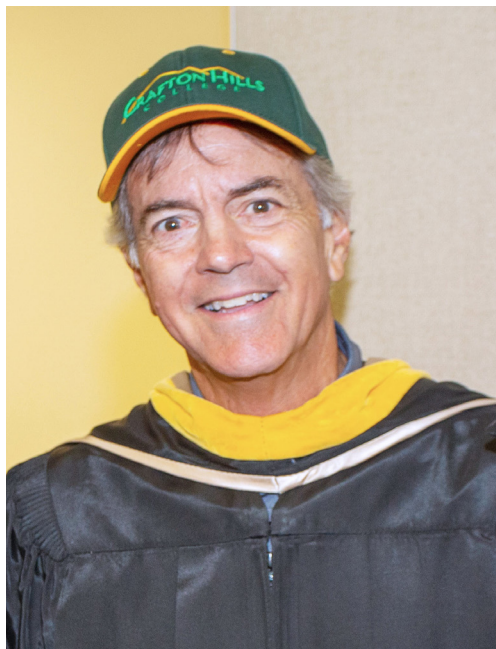
"The amount of effort Crafton puts into their students is also remarkable," Smith continued. "In my short time here, the number of times I've seen faculty and staff go above and beyond for their students has been incredible. This isn't the type of place where people are just coming in and punching the clock – it's a group of people that are more so following a calling."

"Here, you can get a world-class education and take it wherever you want," Smith said.

Smith holds a bachelor's, master's and doctorate in history from the University of California, Riverside. He is the recipient of the UHH College of Arts & Sciences Achievement Award and has spent much of his career teaching world and U.S. history and writing courses both in a classroom and online setting. Smith currently lives in Yucaipa with his wife and three daughters.

*Photo: CHC Dean Jeffery Smith.*

## Ralph Rabago Says Goodbye to Crafton Hills College



he earned his bachelor's degree. He then moved on to the University of Idaho, where he completed his master's.

In 1989, Rabago began his tenure as a full-time physical education instructor at Craton Hills College and taught a wide variety of activity classes, including basketball, volleyball, hiking, weight training, tennis (competitive and noncompetitive), golf, and – most recently — pickleball. Ralph introduced pickleball classes at CHC before most of us knew anything about this oddly named sport. Ralph has been a mainstay in teaching academic classes as well, teaching Introduction to Kinesiology, Introduction to Health & Wellness, and Nutrition for Fitness and Performance.

Ralph has also served Crafton Hills College in many key leadership positions: Kinesiology & Health Department chair, faculty senate president, district assembly chair, lead CTA negotiator, CTA grievance representative, Planning and Program Review committee co-chair, Distance Education committee

chair, and Curriculum committee co-chair.

Rabago's colleagues have recognized his contributions by twice awarding him the Professor of the Year award. He has also won the prestigious WHO ("We Honor Ours") Award, which the Community College Association (CCA) of College Teachers Association (CTA) awards to members who have made a significant contribution to their local faculty association. Ralph also leaves the legacy of leading a six-plus-year effort to develop and implement intercollegiate athletics at Craton Hills College. We now have intercollegiate swimming and water polo teams and have begun a cross-country running team.

Although Ralph is retiring as a full-time faculty member, he is looking forward to leading pickleball coaching workshops for the Professional Pickleball Registry (PPR) and offering private pickleball lessons.

*Photo: CHC Professor Ralph Rabago.*

Ralph Rabago knew he would be a coach and teacher back when he was an elementary school kid in Whittier, California, and began to appreciate sports competition. After completing high school, he attended Rio Honda College and then the University of Redlands, where



## Roland Hosch Presents at ISTE Conference

On June 26, Roland Hosch, an adjunct computer and technology professor at CHC, delivered a presentation at the International Society for Technology Education (ISTE) in Philadelphia.

The focus of his presentation was centered around the implementation of coding and robotics to effectively teach elementary students their math standards, replacing the traditional math textbook approach.

During Hosch's presentation, he demonstrated a Rapomook Digital Story Telling Machine that allows students to write, act and broadcast their own movies.

This innovative approach Hosch uses in his classroom resulted in the creation of a student-produced movie titled "Mission to Mars," which subsequently premiered at the Harkins movie theater in Redlands this past May.

Hosch is a member of a cohort of teachers from the Redlands Unified School District who each earned a computer science credential from the University of California, Davis, the first-of-its-kind credential in the nation.

*Photo: CHC Adjunct Professor Roland Hosch presents at ISTE Conference.*



## Krysten Audibert Named Director of Crafton Hills College's New MESA Program

Crafton Hills College recently initiated an exciting new program, launching the long-awaited Mathematics Engineering Science Achievement Program and hiring Krysten Audibert to lead it.

The program – better known by its acronym MESA – provides student-based resources to educationally disadvantaged students seeking degrees in math-based subject areas. MESA will be a component of the Crafton STEM Center, an on-campus science, technology, engineering, and mathematics student support resource with a mission to help Roadrunners “thrive academically, encourage curiosity and build community.”

Said Audibert, “My hope is that the MESA program truly integrates into the culture and infrastructure here at Crafton Hills College. We already have such wonderful support services on campus, but this is an opportunity to advance equity and success for students in STEM.”

Audibert's passion for STEM education and the community college system made for a great pairing when Crafton officials were seeking a director for MESA, which is funded through the California Community College Chancellor's Office. The 31-year-old Rancho Cucamonga resident spent years in STEM-based classrooms during her time as a student at Alta Loma High School and Cal Poly Pomona, where she obtained

a bachelor's in integrated education with a concentration in biological sciences and a master's in biological sciences. In the fall, she plans to begin a doctorate in a Leadership for Educational Justice program at the University of Redlands.

Audibert comes to Crafton from the Chaffey College Foundation, a nonprofit dedicated to raising money for students to successfully obtain a college degree. Audibert said Crafton's mission and values resonated with her, calling her new post at CHC an ideal fit.

“I was ready to take on something in a larger capacity,” she explained. “STEM education has been something I have been really passionate about and [becoming director of MESA] is an ideal position for me to transition into something new and start fresh in a new community, with new students, new colleagues, and a new opportunity.”

Audibert has a list of goals she wishes to accomplish in the program's first years, including building upon undergraduate research opportunities, growing and developing relationships with local businesses to allow for student-based hands-on work and research experience, and helping to guide students to develop or discover a passion for higher education in whichever capacity they choose.



“Programs like MESA are vital to the Crafton Hills community because they provide support and opportunity to students who need it the most,” she said. “Ultimately, we want our students to be successful in their pathway beyond Crafton, whether that be transferring to a four-year institution or entering the workforce.”

“Programs like MESA expose students to resources that can help transform dreams into reality and combat the disproportionate racial and ethnic representation in STEM, which does not currently reflect that of the national population,” Audibert continued. “This is how we make steps to closing equity gaps, improving outcomes, and providing students with a transformative experience here at Crafton and beyond.”

Photo: CHC Director Krysten Audibert.

*Save the Date!*

CHC Paramedic Graduates please join us for a  
**PARAMEDIC ALUMNI RECEPTION**  
*as we celebrate the 100th Paramedic Class Graduation*

August **25** 2023  
 Friday

**Alumni Reception 5-6pm in Crafton Center**  
*followed by*  
**Graduation Ceremony 6-730pm in Performing Arts Center**




# EDCT



Economic Development &  
Corporate Training

## HRCC RWF MC3 Training Program



The Economic Development and Corporate Training (EDCT) Division of the San Bernardino Community College District (SBCCD) is thrilled to announce the launch of our first hybrid Multi-Craft Core Curriculum (MC3) cohort under the High Roads Construction Careers, Resilient Workforce Grant (HRCC RWF). This specialized program presents a unique opportunity for individuals pursuing a rewarding career in the field of construction.

From September 5 to October 12, 2023, this innovative program will be the first of its kind at the Del Rosa campus. Embracing a hybrid approach, the program will provide trainees with virtual Monday and Tuesday and in-person days Wednesday and Thursday each week fostering a comprehensive learning experience. During the in-person sessions, trainees will engage in hands-on construction projects, adding practicality to their theoretical knowledge.

Trainees will attend site visits to various construction industries to provide a firsthand experience of the trades, giving them a deeper understanding of the industry and allowing them to explore potential career paths. The Training Program is designed to equip trainees with the essential knowledge, skills, and hands-on experience required to thrive in the construction industry. Trainees will gain an in-depth understanding of construction practices, safety protocols, project management, and industry best practices, thus laying the foundation for a successful and fulfilling career. Observing the union's operations and interacting with professionals in the trades would greatly benefit our trainees' educational journey and help them make informed decisions about their future careers. (Continued on page 2)



# EDCT

## HRCC RWF MC3 Training Program

(Continued from page 1)

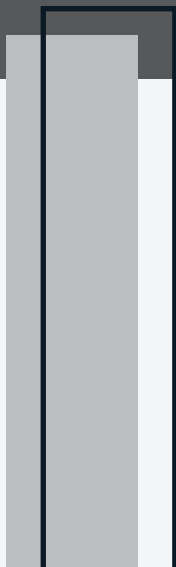
Upon successful completion of the program, trainees will receive three industry certifications: Construction OSHA, First Aid/CPR, and North America’s Building Trades Union’s nationally recognized MC3 Apprenticeship Readiness certification. These credentials will significantly enhance their employability within the construction industry.

We have included various incentives for those who complete the program to further motivate our trainees. A completion and placement stipend will be awarded. Additionally, through our partnership with San Bernardino Valley College (SBVC), trainees who complete CDL A/B courses at SBVC may seize the opportunity to embark on a construction Apprenticeship program with Teamster’s Local Union 166, opening new avenues for their professional growth.

EDCT remains dedicated to providing high-quality educational experiences to our community, by equipping our trainees with industry-relevant skills and fostering resilient workforce development, we aim to create a positive and lasting impact on their lives and the construction sector as a whole.

If you’re enthusiastic about embarking on this journey with us, we welcome you to apply to this exciting program and take the first step towards a promising future in the construction industry. Contact Roxane Joyce at 909-387-1659 or Yohanna Tesfay at 909-387-1689 for more information about the program. fostering cybersecurity talent in the region.

Economic Development & Corporate Training





# EDCT

## Spotlight: Chris Hearne's Journey: Overcoming Barriers and Finding Employment

### Chris Hearne's Journey: Overcoming Barriers and Finding Employment

Chris Hearne's story is a testament to the transformative power of education and determination. After transitional employment in Economic Development and Corporate Training's (EDCT) transitional work program, Chris took advantage of an opportunity to enroll into Job Readiness Skills Certificate Program, offered through Crafton Hills College (CHC) held at the EDCT Del Rosa campus, free of charge to all program participants.

When asked about his expectations for the program, Chris expressed his desire to gain skills that would make him more competitive in the job market. Little did he know that he would exceed those expectations with self-discovery and personal growth. In addition to learning valuable job search and interviewing

techniques, Chris took on Professor Rita Saikali's 20-day challenge to learn a new skill. He chose to learn Spanish and was thrilled that he could now communicate effectively with Spanish-speaking individuals. This newfound ability opened doors to opportunities he hadn't previously considered.

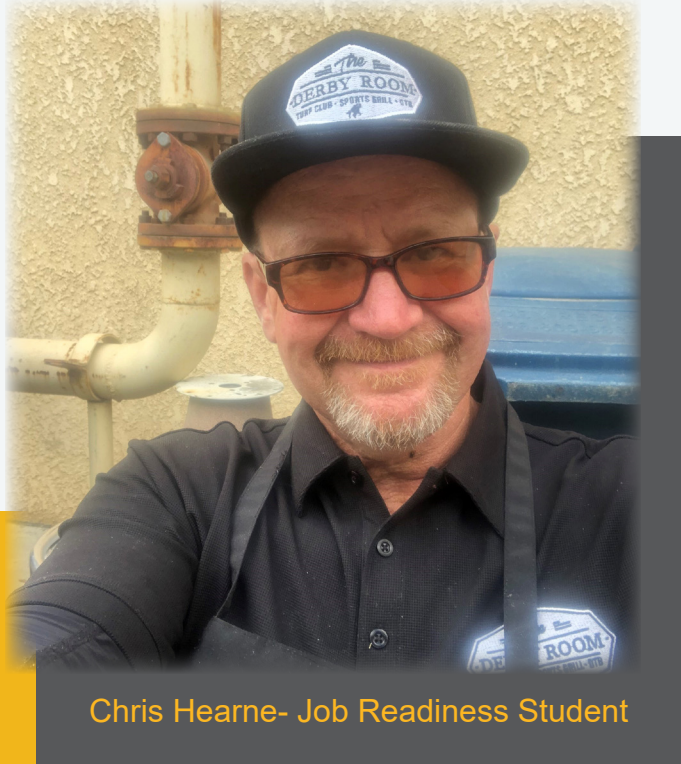
Like many job seekers, Chris faced his fair share of challenges. Turned down at two prior job interviews due to his background, he refused to let it define his journey. Instead, Chris adopted a resilient mindset, understanding that job hunting is a numbers game. He embraced the adage, "When one door is closed, other doors open," and continued his search undeterred. His unwavering determination became the catalyst for his success.



*“With determination and the proper support, anyone can unlock their full potential and achieve their dreams.” Participant Chris Hearne*

# EDCT

Economic Development & Corporate Training



Chris Hearne- Job Readiness Student

Before completing the Job Readiness Skills course, Chris secured employment at the Derby Room in San Bernardino. Not only did he find a job that provided a sustainable living wage, but he also discovered a platform for personal and professional growth. Chris said he could unleash his creativity as a Lead Cook/Chef to create new, unique food dishes.

Chris contributes his success to the guidance and support he received from the EDCT staff and CHCA Adjunct Instructor. They helped him create a marketable resume and cover letter, provided him with information on job fairs and hiring events, and instilled him with the confidence and

encouragement he needed during job searches. Their unwavering support and expertise were invaluable to Chris during his trajectory to success.

Chris Hearne’s success story is a testament to the transformative power of education, resilience, and supportive mentors. Through the Job Readiness Skills Program, he gained the tools necessary for a successful job search, discovered new skills, overcame barriers, and found empowerment and gainful employment. Today, Chris inspires others, attesting that “with determination and the proper support, anyone can unlock their full potential and achieve their dreams.”



AUGUST 2023

## Around SBCCD

### **KVCR CURATES RHYTHM LOUNGE IN CONJUNCTION WITH SBVC'S FILM, TV & MEDIA/INSTITUTE OF MEDIA ARTS**

This show has been in the works for some time waiting for approval from PBS to upload into the PBS App. Once PBS granted the long-awaited greenlight, KVCR team members jumped into action to make sure everything was ready to launch this show with IMA students. Seeing the students' work on air is sure to be a major attraction for the FTVM and IMA. A big thank you to Sean Houlihan and Ben Holland for their technical expertise! See available episodes [here](#).

### **SAN BERNARDINO VALLEY COLLEGE REMEMBERS MATIE SCULLY**

San Bernardino Valley College Chair of Music and host of KVCR's *Musically Speaking*, Margaret Worsley, spoke with KVCR's Rick Dulock about the life and legacy of SBVC music professor Madeleine "Matie" Manning Scully, who passed recently. Matie taught at the college for over 30 years, running the Performing Arts Department. A memorial concert was recently held in her honor. Margaret Worsley said that Matie "devoted her life to music education and her influence spans generations of students. Her honesty and resilience have inspired everyone who knew her, and we know there are lives that have been saved because of who she was and how she taught." Click [here](#) to listen to the interview.

## Around the Community

### **RIVERSIDE OFFICE OF EDUCATION SUMMIT**

KVCR's own Director of Operations Tony Papa attended this event and presented on the new children's show, *Learn with Me!* This educational television gem for Pre-K through third grade students is being created in conjunction with San Bernardino County Schools Superintendent Ted Alejandre and Footsteps2Brilliance. It will be in both English and Spanish. Papa talked about what is involved with producing a series like this including character development, working with classroom teachers, and the animation that helps bring the show to life.

### **FNX ATTENDS WELCOMING HOME THE BIRDS AT IDYLLWILD ARTS ACADEMY**

To kick off Native American Arts Festival week, Idyllwild hosted this event and KVCR was there! Guests were delighted and surprised to hear about our FNX channel and FNX representatives Sahar Khadjenoury and Shareen Awad shared how to access FNX on the LocalBTV App. FNX continues to be a true treasure, not only for native and indigenous people, but all who watch.

### **KVCR JOINS NPR'S TINY DESK CONTEST ON THE ROAD!**

NPR's *Tiny Desk Contest* is touring the United States. They made a stop in downtown LA and KVCR was there to rock out with winner Little Moon! KVCR Radio Host David Fleming, KVCR Director of Operations Tony Papa, and KVCR's Adriana Trejo greeted listeners and worked our station's booth.

## Latest Announcements

### **KVCR BEGINS FILMING INLAND EDITION**

This newly remade show will feature elected officials from all levels of government, local, statewide, and constitutional. The goal is to get viewers more civically engaged and help them learn more about what exactly it is that their public servants do. This show will begin airing Friday nights on August 11<sup>th</sup> at 6 p.m. Join us for engaging and informative conversations.

For more information link to our digital report at <https://www.kvcr.org/board/>.



AUGUST 2023

### Balance Sheet As of 06/30/23

	KVCR	FNX
<b>Assets</b>		
Cash in County Treasury	3,142,973	4,675
Accounts Receivable	564	-
Estimated Revenues Receivable*	47,050	1,800
Prepaid Expenses	177,662	83,646
Other Assets	33,534	-
<b>Total Assets</b>	<b>3,401,783</b>	<b>90,121</b>
<b>Liabilities</b>		
Accounts Payable	26,542	55
Interfund Payable	4,015,000	-
Temporary Loans	-	1,157,014
Deferred Income	857,490	-
Health and Welfare	18,556	-
Other Miscellaneous	3,894	-
<b>Liabilities</b>		
<b>Total Liabilities</b>	<b>4,921,482</b>	<b>1,157,069</b>
<b>Fund Balance</b>	<b>(1,519,699)</b>	<b>(1,066,948)</b>

\* Estimated per bank statements as of June 30, 2023

### Estimated Revenues & Expenditures For 12 Months Ended 06/30/23

	KVCR	FNX
<b>Revenues</b>		
Contributions and Grants	1,097,290	270
Underwriting	199,148	44,000
Contributions, Gifts	20,000	-
Rentals and Leases	560,604	-
Estimated Revenues*	47,050	1,800
Interest Revenue	52,085	2,172
Interfund Transfers In--SBCCD	2,685,347	-
Transfers In--PARS Endowment	-	1,157,014
<b>Total Revenues</b>	<b>4,661,524</b>	<b>1,205,256</b>
<b>Expenditures</b>		
Classified Salaries	1,952,906	25,154
Employee Benefits	827,315	10,673
Books and Supplies	16,587	1,716
Services and Operating	2,241,379	1,455,451
<b>Expenditures</b>		
Capital Outlay	5,880	-
Interfund Transfers Out-SBCCD	1,190,766	-
<b>Total Expenditures</b>	<b>6,234,833</b>	<b>1,492,994</b>
<b>Revenues Less Expenditures</b>	<b>(1,573,309)</b>	<b>(287,738)</b>

\* Estimated per bank statements as of June 30, 2023.

## Experience KVCR

### KVCR - 24.1 OVER THE AIR

**Cable:** Frontier FiOS, Spectrum, AT&T U-verse

**Satellite:** DirecTV, Dish TV **Live Streaming:** 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:** Locality **Nationally:** 30 affiliates broadcasting in 28 states

### DESERT CITIES - 24.3 OVER THE AIR

**Cable:** Frontier FiOS

**[CREATE - 24.4](#)**  
**OVER THE AIR**



# PRESIDENT'S BOARD OF TRUSTEES REPORT

The President's Monthly Report to the Board of Trustees, Campus & Community

**GOAL 1**  
ELIMINATE BARRIERS TO STUDENT ACCESS & SUCCESS.

**GOAL 2**  
BE A DIVERSE, EQUITABLE, INCLUSIVE, & ANTI-RACIST INSTITUTION.

**GOAL 3**  
BE A LEADER & PARTNER IN ADDRESSING REGIONAL ISSUES.

**GOAL 4**  
ENSURE FISCAL ACCOUNTABILITY & SUSTAINABILITY.



## SummerFest '23 Brings Community to Campus

GOAL 2: BE A DIVERSE, EQUITABLE, INCLUSIVE, & ANTI-RACIST INSTITUTION.

SummerFest 2023 brought over 3,000 visitors to the SBVC campus to enjoy a variety of vendors, food trucks, live music and a firework show.

**"We hope this is a tradition that continues well into the future. San Bernardino Valley College is a cultural centerpiece of the community and we love serving our local residents in that role."**

*-Dr. Linda Fontanilla, Interim President*

SummerFest 2023 was a spectacular evening of food, music, fireworks and fun.

This annual partnership between San Bernardino Valley College and the San Bernardino Symphony to celebrate Independence Day was held on July 1, and brought thousands of people out to the SBVC football field to enjoy the festivities.

"SummerFest is a wonderful way to get the community together to celebrate the season and enjoy a night of music and fireworks," SBVC Interim President Dr. Linda Fontanilla said. "It also allows us to further strengthen our partnership with the San Bernardino Symphony and show what amazing outcomes can come from collaborations with our partners."

To cap off the night, the San Bernardino Symphony Orchestra performed its summer concert, "America, the Beautiful." The finale, Tchaikovsky's 1812 Overture, concluded the evening with a dazzling fireworks show that lit up the sky.

"We hope this is a tradition that continues well into the future," Fontanilla said. "San Bernardino Valley College is a cultural centerpiece of the community and we love serving our local residents in that role."



From left to right: Interim President Dr. Linda Fontanilla, San Bernardino Mayor Helen Tran, and SBCCD Chancellor Diana Z. Rodriguez at SummerFest 2023.





## SBVC's First Tectopia Brings

## Cutting-Edge Tech to Campus

The inaugural Tectopia conference was held at SBVC on May 11, where artificial intelligence (AI) and cybersecurity were in the spotlight. Organized by the faculty in the STEM-MESA and computer science departments, the first-of-its-kind event for the campus brought together students, faculty, and community members for a full day of hands-on workshops and enlightening sessions, showcasing the remarkable potential of technology in shaping the world of tomorrow. The conference aimed to prepare attendees for the major transformations on the horizon, equipping them with the skills and knowledge needed to excel in the tech-driven world. It featured an impressive lineup of speakers and experts, including science and technology policy advocate Dr. Joseph Bonivel, Jr. and technology executive Bala Meduri of LTK, who discussed the latest advancements in AI and cybersecurity, highlighting their applications in various sectors, and offering a glimpse of the exciting possibilities that lie ahead in their industries. The event concluded with a Q&A panel that included SBVC director of campus technology, Uvaldo Sifuentes, and SBVC professional expert Jose Munoz, who discussed the many ways they are already using cybersecurity and AI technologies in their daily computer science and creative work.

(Left to Right) Tectopia keynote speaker Dr. Joseph T. Bonivel Jr. from the US Department of Defense and Computer Science & Computer Technology Department Chair Dr. Reginald Metu.



GOAL 1: ELIMINATE BARRIERS TO STUDENT ACCESS & SUCCESS.



Dr. Stephanie Lewis, Dean of Math, Business & CIT, speaks to Tectopia attendees.

## Summer Enrollment Grows

## Driven by Free Tuition & Textbooks

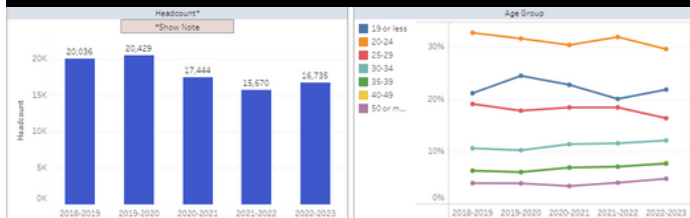
Offering all students free tuition and textbooks at SBVC likely had a significant impact on student enrollment, as was witnessed firsthand this summer when total student headcount increased by 33% over the prior summer, from 5,680 in Summer 2022 to 7,551 in Summer 2023. Out of that number, 2,244 (or 29.7%) were first-time SBVC students. Overall, SBVC finished the 2022-2023 academic year with a 6.8% increase in headcount over 2021-22, putting the college on track to reversing an enrollment decline that pummeled most colleges nationwide during the peak of the COVID-19 pandemic.

While it is well known that free tuition and textbooks remove financial barriers that may prevent students from enrolling in courses, covering these costs for students on a prolonged basis may not yet be sustainable for most colleges, especially community colleges, due to limitations in federal and state funding they receive.

SBVC will continue to offer free textbook rentals for all students in the Fall 2023 and Spring 2023 terms, which will save students hundreds of dollars as they continue to pursue their educational goals. "Our mission is to provide as much access to higher education as we can," said interim president Dr. Linda Fontanilla. "We hope that all students in our community are able to take advantage of this free textbook opportunity while it is available."



GOAL 1: ELIMINATE BARRIERS TO STUDENT ACCESS & SUCCESS.



Enrollment trends demonstrate growth during the 2022-2023 academic year.



## Dr. Linda Fontanilla Launches

### Community Presentation Series

Throughout the summer, Interim President Dr. Linda Fontanilla conducted a presentation series for various influential community groups, including local chambers of commerce and rotary associations. The series allowed SBVC to reconnect with the community and share its mission statement, as well as keep community and business leaders connected with college leadership.

"Engaging local community leaders is paramount to fostering strong partnerships between our college and the community," said Dr. Fontanilla. "By collaboratively investing in our students' futures, we create a powerful support network that empowers them to achieve their aspirations and positively impacts the entire community. These connections ultimately pave the way for greater student success."



GOAL 3: BE A LEADER & PARTNER IN ADDRESSING REGIONAL ISSUES.

## Summer Bridge Prepares Students for College Life



GOAL 1: ELIMINATE BARRIERS TO STUDENT ACCESS & SUCCESS.

Summer Bridge is one way for incoming Valley-Bound Commitment students to develop the skills necessary for a successful first year of college.

For two weeks in July, more than 200 Valley-Bound Commitment students came to SBVC for Summer Bridge and enrolled in the Orientation to College course, where they learned about the academic and vocation programs available and watched presentations from different departments. They also had the opportunity to meet staff members and explore the campus to become familiar with it before the first day of the fall semester.

"Students get to know their Valley-Bound Commitment peers and create new friendships while working together during the Summer Bridge program," Dr. Marina Serna Pulido, student services coordinator for the Valley-Bound Commitment Program, said. "They also create the types of connections and rapport with the Valley-Bound Commitment staff and counselors that reinforce their academic success as they begin their education at San Bernardino Valley College."

Summer Bridge has been offered for the last seven years and always makes a lasting impression on everyone who participates.

"The Summer Bridge program is an essential part of the Valley-Bound Commitment program's structure to create a foundation for academic success and personal growth for incoming students," Pulido said. "The Summer Bridge program is a time where these students can ease into this new educational chapter while also having the opportunity to create autonomy and establish their goals."





## SBVC Nursing Alumna

### Spreads Joy Through Sewing



Diana Ellsworth is a graduate of the SBVC Nursing Department.

Diana Ellsworth of Rialto was a stay-at-home mother for nearly 20 years before she pursued her dream of a career in nursing. Ellsworth, who is now a registered nurse in the telemetry department at Community Hospital of San Bernardino, was accepted into a scholarship program through the hospital while she was a nursing student at San Bernardino Valley College. After graduation, she accepted a position with Community Hospital, where she has worked ever since then.

“I was 52 when I finally became a nurse, and I’ve been here 11 years now,” Ellsworth said in a news release. “I’ll stay here until I retire, because I’m doing what I always wanted to do – helping people to get better.”

In addition to her work as a nurse, Ellsworth enjoys sewing, a skill she has used to help the hospital’s staff and patients. During the COVID-19 pandemic, she started making hats and face masks for co-workers out of scrubs that were no longer needed. Many offered to pay her, but she refused, according to the San Bernardino Sun article.

Diana has also sewn gifts for children in the hospital’s Children’s Subacute Center, including blankets and matching pillows for Christmas and stuffed animals during the pandemic.

“Diana spent hours of her personal time sewing 80 stuffed animals and blankets for every single child in our pediatric Subacute Center,” June Collison, the hospital’s president, said in the news release. “These stuffed animals brought the children joy and companionship during those times of isolation.”

“The kids live there, and if I can make something that can bring a smile to their faces and make them happy, that makes me feel good,” Ellsworth said.



# EVENTS

**Aug 11** | Fall 2023 Opening Day  
9:00 AM | SBVC Auditorium

**Aug 14** | Fall Semester Begins



@sbvalleycollege

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